



**City of Bloomington
City Council
Regular Session
July 27, 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, July 27, 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. 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.

6. 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 \$14,742,898.80, as requested by the Finance Department.** (Recommended Motion: The proposed Bills and Payroll be approved.)
- B. **Consideration and Action on a Resolution Approving an Updated City of Bloomington Investment Policy, as requested by the Finance Department.** (Recommended Motion: The proposed Resolution be approved.)
- C. **Consideration and Action on a Resolution Approving an Additional Excess Workers' Compensation Insurance Premium Owed to Arthur J. Gallagher, for Fiscal Year 2026, in the Amount of \$51,122, as requested by the Human Resources Department.** (Recommended Motion: The proposed Resolution be approved.)
- D. **Consideration and Action on a Resolution Approving the Purchase of Forty-Three (43) HP EliteBook 6 G2i Laptops with 4-Year Hardware Support, from HP, Inc., in the Amount of \$91,160, as requested by the Information Technology Department.** (Recommended Motion: The proposed Resolution be approved.)
- E. **Consideration and Action on a Resolution (1) Waiving the Formal Bidding Requirements; and (2) Authorizing an Agreement with Air One Equipment, Inc., for the Purchase of 19 Sets of Firefighting Turnout Gear, in the Amount of \$84,740, as requested by the Fire Department.** (Recommended Motion: The proposed Resolution be approved.)

- F. **Consideration and Action on a Resolution Approving a Bid Waiver and an Agreement with Anderson Electric, Inc., for the Re-establishment of the Main Power Service to 120 North Center Street, in the Amount of \$176,300, as requested by the Administration - Facilities Department.** (Recommended Motion: The proposed Resolution be approved.)
- G. **Consideration and Action on a Resolution Approving an Agreement with Farnsworth Group, Inc., for the A&E Design and Construction Observation Services of the Lake Bloomington Road Resurfacing Project, in the Amount of \$41,700, as requested by the Water Department.** (Recommended Motion: The proposed Resolution be approved.)
- H. **Consideration and Action on a Resolution Approving an Agreement with McLean County Asphalt, Co., for the Lake Bloomington Pumping Pool/Lime Lagoons and Road Resurfacing (Bid #2027-08), in the Amount of \$193,114.35, as requested by the Water Department.** (Recommended Motion: The proposed Resolution be approved.)
- I. **Consideration and Action on A Resolution Approving the Content of and Retention of Certain Closed Session Meeting Minutes, and Authorizing the Destruction of Audio, as requested by the City Clerk Department.** (Recommended Motion: The proposed Resolution be approved.)
- J. **Consideration and Action on an Ordinance Approving a Preliminary Plan for the Subdivision to be Known as Maple Square, for the Property Commonly Known as 1029 Maple Hill Road (PIN 14-31-400-038), as requested by the Development Services Department.** (Recommended Motion: The proposed Ordinance be approved.)
- K. **Consideration and Action on an Application from House of Yolk of West Bloomington, Inc., d/b/a House of Yolk Breakfast Restaurant, located at 2115 W. Market St., Requesting Approval of a Class RAS (Restaurant, All Types of Alcohol, and Sunday Sales) Liquor License, as requested by the City Clerk Department.** (Recommended Motion: The proposed Application be approved.)
- L. **Consideration and Action on an Application from BillHill, Inc., d/b/a Maguires, located at 220 N. Center St., Requesting Approval of a Change in Ownership for their Class TAS (Tavern, All Types of Alcohol, and Sunday Sales) Liquor License, as requested by the City Clerk Department.** (Recommended Motion: The proposed Application be approved.)

7. Regular Agenda

- A. **Consideration and Action on a Resolution Approving a Memorandum of Understanding with Habitat for Humanity of McLean County for the Creation of New Affordable Housing, as requested by the Community Impact & Enhancement Department.** (Recommended Motion: The proposed Resolution be approved.) (Presentation by Cordaryl Patrick, CIE Director, and Jolene Aldus, Habitat for Humanity Executive Director, 5 minutes; and City Council Discussion, 10 minutes.)

8. Finance Director's Report

<https://www.cityblm.org/government/advanced-components/documents/-folder-145>

9. City Manager's Discussion

10. Council Member Discussion

11. Mayor's Discussion

12. Executive Session

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

13. Adjournment

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



For City Council: July 27, 2026

Ward Impacted: City Wide

Subject: Consideration and Action on Approving Bills and Payroll in the Amount of \$14,742,898.80

Recommended Motion: The proposed Bills and Payroll be approved.

Strategic Plan:

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

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

Community Groups/Interested Persons Contacted: N/A

Financial Impact: Total disbursements to be approved \$14,742,898.80 (Payroll total \$3,898,220.39, Accounts Payable total \$10,702,897.63, and Bank Transfers total \$141,780.78).

Attachments:

1. Council Finance Summary Report

CITY OF BLOOMINGTON BILLS AND PAYROLL FINANCE REPORT

PAYROLL

Date	Gross Pay	Employer Contribution	Totals
7/10/2026	3,156,374.39	717,105.76	3,873,480.15
Off Cycle Adjustments	24,492.74	247.50	24,740.24
PAYROLL TOTAL			3,898,220.39

ACCOUNTS PAYABLE

Date	Bank	Total
7/27/2026	AP General	\$ 7,284,036.62
7/27/2026	AP JMScott	\$ 53,000.00
7/27/2026	AP Comm Devel	\$ 27,058.29
7/27/2026	AP IHDA	\$ 26,645.00
7/27/2026	AP Library	\$ 47,442.57
7/27/2026	AP MFT	\$ 101,034.88
07/09/2026-07/17/2026	Out of Cycle AP	\$ 3,163,680.27
06/15/2026-07/21/2026	AP Bank Transfers	\$ 141,780.78
	PCARDS	\$ -
ACCOUNTS PAYABLE TOTAL		\$ 10,844,678.41

GRAND TOTAL \$ 14,742,898.80

Respectfully,

F Scott Rathbun
Director of Finance



For City Council: July 27, 2026

Ward Impacted: City Wide

Subject: Consideration and Action on a Resolution Approving an Updated City of Bloomington Investment Policy

Recommended Motion: The proposed Resolution be approved.

Strategic Plan:

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 current City Investment Policy was approved by Council on August 23, 2021. That Policy aligned the City's policy with the State of Illinois's Public Funds Investment Act and addressed other standard guidelines. Since then, the State of Illinois has slightly amended the Public Funds Investment Act by lengthening the allowable terms of 'obligations of corporations' from three years to ten years. This item therefore proposes to amend paragraph VI.5. of the City's Policy. While the Policy dictates that the investment portfolio will have a 'weighted average duration' of no more than four years, along with keeping the City's Policy in line with the State act, this update will provide the City's investment advisors more flexibility in maximizing investment returns.

The intent of an Investment Policy is to define the parameters within which an organization's funds are to be managed. In addition, the Investment Policy formalizes the framework for investment activities that must be exercised to ensure effective and judicious management of the funds. Investment of public funds is regulated by the Illinois Public Funds Investment Act (30 ILCS235/). The Act notes: "Investment of public funds by a public agency shall be governed by a written investment policy adopted by the public agency".

The Primary Objectives as outlined in the Investment Policy are:

1. **Safety:** Safety of principal is the foremost objective of the investment program. Investments will be undertaken in a manner that seeks to ensure the preservation of capital in the overall portfolio.
2. **Liquidity:** The investment portfolio will remain sufficiently liquid to meet all operating requirements that may be reasonably anticipated.
3. **Return:** The investment portfolio will be designed with the objective to attain a market rate of return throughout budgetary and economic cycles.

The Act and the recommended Policy limit the primary allowable investment categories to:

- Money Markets / Bank Accounts / CDs
- Treasuries / Agencies
- Municipal Obligations

- Commercial Paper / Corp Notes-Bonds (limited by organization size and credit rating)

More information on the Illinois Public Funds Act (30 ILCS 235/) can be found at: <https://www.ilga.gov/legislation/ilcs/ilcs3.asp?ActID=496&ChapterID=7&Print=True>

Community Groups/Interested Persons Contacted: N/A

Financial Impact: Updating the Investment Policy will enable Staff and Advisors to utilize all options allowed by State Statute in the pursuit of safety, liquidity and return on the City's funds.

Attachments:

1. Resolution
2. Resolution - Exhibit A - COB Investment Policy Amendment
3. Resolution - Exhibit B - IL Investment Act Amendment

RESOLUTION NO. 2026 - ____

**A RESOLUTION APPROVING AN UPDATED CITY OF BLOOMINGTON INVESTMENT
POLICY**

WHEREAS, the City of Bloomington has cash reserves maintained in order to meet operating cash needs in the event of unexpected expenses and to maintain operational stability; and

WHEREAS, the City of Bloomington Investment Policy (Exhibit A), last approved by Council on August 23, 2021, establishes the parameters for how these reserves are to be managed; and

WHEREAS, the City of Bloomington Investment Policy complies with the State of Illinois Public Funds Investment Act 30 ILCS 235/; and

WHEREAS, the State of Illinois Public Funds Investment Act 30 ILCS 235/ was amended by lengthening the allowable terms of 'obligations of corporations' from three (3) years to ten (10) years (Exhibit B); and

WHEREAS, the City of Bloomington wishes to amend its Investment Policy accordingly; and

WHEREAS, Staff recommend that the Council approve the Updated Investment Policy; and

WHEREAS, the City Council finds it in the best interest of the City to approve the Updated Investment Policy.

**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 updated City of Bloomington's Investment Policy, attached as Exhibit A, is hereby adopted and approved.

PASSED this 13th day of July 2026.

APPROVED ____ day of July 2026.

CITY OF BLOOMINGTON

ATTEST

Dan Brady, Mayor

Leslie Smith-Yocum, City Clerk

EXHIBIT A

The City of Bloomington, Illinois INVESTMENT POLICY
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I. Introduction

The intent of the investment policy (the “Investment Policy”) of the City of Bloomington (the “City”) is to define the parameters within which funds are to be managed. The Investment Policy formalizes the framework for Bloomington’s investment activities that must be exercised to ensure effective and judicious fiscal and investment management of the City’s funds. The guidelines are intended to be broad enough to allow the designated investment officer to reasonably function within the parameters of responsibility and authority, yet specific enough to adequately safeguard the investment assets.

II. Scope

This policy applies to investment activities of the City. With the exception of the police and fire pension funds and JM Scott fund, all other funds of the City will be administered in accordance with the provisions of this Investment Policy.

Except for cash in certain restricted and special funds, the City may commingle its cash balances from all funds to maximize investment earnings and efficiencies with regard to investment pricing, safekeeping and administration. Investment income will be allocated to the various funds based on their respective participation and in accordance with Generally Accepted Accounting Principles (GAAP).

III. Governing Authority

Authority to manage the investment program is granted to the Finance Director (the “Finance Director”) which is derived from the Illinois Public Funds Investment Act (30 ILCS 235/) (the “Public Funds Act”).

IV. Objectives

The primary objectives of the City’s investment activities will be safety, liquidity, and return:

A. Safety

Safety of principal is the foremost objective of the investment program. Investments will be undertaken in a manner that seeks to ensure the preservation of capital in the overall portfolio.

B. Liquidity

The investment portfolio will remain sufficiently liquid to meet all operating requirements that may be reasonably anticipated.

C. Return

The investment portfolio will be designed with the objective to attain a market rate of return throughout budgetary and economic cycles.

V. Standards of Care

A. Prudence

The standard of prudence to be used by investment officials will be the “prudent person,” which states “Investments will be made with judgment and care, under circumstances then prevailing, which persons of prudence, discretion

and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the probable safety of their capital as well as the probable income to be derived” and will be applied in the context of the management of the entire portfolio.

Investment officers who act in accordance with written procedures and exercise due diligence will be relieved of personal responsibility for a security's credit risk or market price changes, provided deviations from expectations are reported in a timely fashion and appropriate action is taken to control adverse developments.

B. Ethics and Conflicts of Interest

Officers and employees involved in the investment process will refrain from personal business activity that could conflict with the proper execution and management of the investment program or could impair their ability to make impartial decisions. Disclosure will be made to the governing body. They will further disclose any personal financial/investment positions that could be related to the performance of the investment portfolio. Employees and officers will refrain from undertaking any personal investment transactions with the same individual with whom business is conducted on behalf of the City.

C. Delegation of Authority and Responsibilities

Authority to manage the investment program is granted to the Finance Director, designated as chief investment officer, and is derived from the Public Funds Act. The Finance Director or designee, under the delegation of the City Council, will establish written procedures and internal controls for the operation of the investment program that are consistent with this Investment Policy.

VI. Authorized Investments

Except as modified herein, pursuant to home rule authority, all investments purchased under this Investment Policy will be guided by the Public Funds Act. Below is a summary of acceptable investments:

1. Bonds, notes, certificates of indebtedness, treasury bills or other securities guaranteed by the full faith and credit of the United States as to principal and interest.
2. Bonds, notes, debentures, or other similar obligations of the United States of America, its agencies, and its instrumentalities.
3. Interest-bearing savings accounts, interest-bearing certificates of deposit, interest-bearing time deposits, or any other investments that are direct obligations of any bank, as long as the City's investment in any one bank exceeding the Federal Deposit Insurance Corporation (the "FDIC") insurance coverage limit, is collateralized as per the City's collateral requirements, except for negotiable CDs rated A- or better by a NRSRO (Nationally Recognized Statistical Rating Organization.)
4. Certificate of Deposit Account Registry Service (CDARS) certificates of deposit or Insured Cash Sweep (ICS) service.¹
5. Obligations of corporations organized in the United States with assets exceeding \$500,000,000 if (i) such obligations are rated at the time of purchase at one of the three highest classifications established by at least two standard nationally recognized statistical rating organizations (NRSROs) and which mature not later than 103 years from the date of settlement, (ii) such purchases do not exceed 10% of the corporation's outstanding obligations and (iii) no more than one-third of the public agency's funds may be invested in

¹ CDARS is offered by Promontory Interfinancial Network, a placement service in which a member institution uses the CDARS Network to place funds into CDs or other depository products issued by banks that are members of the CDARS Network. The placements occur in increments below the standard Federal Deposit Insurance Corporation ("FDIC") insurance coverage. maximum, allowing for coverage of principal and interest. The Insured Cash Sweep (ICS) works similarly placing funds in demand or money market accounts or both.

short term obligations of corporations that mature in 270 days or less at the time of settlement and an additional one-third of the public agency's funds may be invested in obligations of corporations that mature between 270 days and ~~10~~^{three} years at the time of settlement. In the event that the rating assigned by the rating agencies falls below the required level as stated above, the City or its representative investment agent shall evaluate the downgrade on a case-by-case basis in order to determine if the security should be held or sold by applying the general objectives of safety, liquidity, yield, and legality to make the decision.

6. Money market mutual funds registered under the amended Investment Company Act of 1940 provided that the portfolio is limited to bonds, notes, and certificates of indebtedness, treasury bills, or other securities which are guaranteed by the United States or agreements to repurchase these same types of obligations, and qualified agencies under 30 ILCS 235 et seq.
7. Repurchase Agreements through any bank or other financial institution. (Physical possession of the collateral security will be obtained or a safekeeping receipt which describes the collateral from the safekeeping bank will be received.)
8. Municipal Bonds so long as no more than 25% of the total portfolio is invested in municipal bonds.
9. The Illinois Funds local government investment pool
10. Illinois Metropolitan Investment Fund (IMET) – (1) 1-3 year Fund and (2) Convenience Fund
11. The Illinois Trust local government investment pools

Other types of investments may be added to this list as changes to the statutes governing such investments are revised. However, if additional types of securities are approved for investment by public funds by state statute, they will not be eligible for investment by the City until this Investment Policy has been amended and the amended version adopted by the City Council.

If the credit rating of a security is subsequently downgraded below the rating level it had when purchased, or any minimum requirements, the Finance Director or designee will evaluate the downgrade on a case-by-case basis in order to determine if the security should be held or sold. The Finance Director or designee will apply the general objectives of safety, liquidity, and return to make the decision.

VII. Authorized Financial Institutions, Depositories, Broker-Dealers, Investment Advisers

Financial Institutions, Depositories

The City will have a contract with a bank engaged to serve as its "operating bank." The bank that serves as the "operating bank" will have their services reviewed periodically and recommendations for change discussed with City Council.

The Finance Director will maintain a list of financial institutions authorized to act as depositories.

Financial institutions, including depositories and banks, will provide such financial data to the Finance Director as may be required by the City to evaluate the financial condition of the financial institution. Such data may include audited financial statements and Federal Deposit Insurance Corporation regulatory reports. Any refusal to provide such information to the City may cause termination of the relationship with such institution.

To be considered as a depository of City funds, a bank must meet the capital requirements established by federal regulators for a “well capitalized” institution. Well capitalized is based upon three (3) ratios with the required percentages to be maintained as follows:

- Tier 1 Capital Leverage Ratio equal to 6.5%
- Tier 1 Risk-Based Capital Ratio equal to 8%
- Total Capital Ratio equal to 10%

The City will have appropriate agreements regarding collateral with every depository with which it places funds, with the exception of brokered CDs and others that do not exceed FDIC coverage. The agreement will designate the requirements of serving as a depository for the City, including collateralization of City funds invested at such depository and the related safekeeping requirements of the pledged securities or FHLB letter of credit.

A periodic review of the financial condition and registration of all authorized financial institutions will be conducted by the Finance Director.

Investment Advisers

The City may engage the services of one or more investment advisers to assist in the management of the City’s investment portfolio in a manner consistent with the City’s Investment Policy. Such investment advisers may be granted discretion to purchase and sell investment securities in accordance with this Investment Policy. Such investment advisers will be held to a fiduciary standard as per their registration under the Investment Advisers Act of 1940, or with the appropriate bank regulatory body, if a subsidiary of a bank.

Funds managed by investment advisers will be held in trust for the City by a custodial bank under separate contract.

VIII. Competitive Transactions

When placing funds, the Finance Director or their designee or the contracted Investment Advisor or a bank managing funds will seek to do so competitively. This may be achieved through gathering multiple bids/offers for purchases or sales, checking with online platforms, listing services, or other market insight alternatives.

IX. Collateralization

The City requires 102% collateralization of all City deposits above FDIC coverage. The City accepts as appropriate collateral those classes of securities identified by Section 6/d of the Public Funds Act.

The Finance Director or designee will monitor the adequacy of collateralization periodically. The City requires monthly reports with market values of pledged securities or FHLB letters of credit from all financial institutions with which the City has deposits or investments requiring collateral to be pledged.

X. Safekeeping and Custody

Safekeeping of Collateral Securities

Collateral for certificates of deposits and repurchase agreements will be registered in the City's name. The Finance Director will hold all safekeeping receipts of pledged securities or FHLB letters of credit used as collateral for certificates of deposits and repurchase agreements. A third party institution will hold pledged securities in trust on behalf of the City's financial institutions.

Safekeeping receipts of pledged securities may be “faxed” or e-mailed to the City in order to accommodate timely and legal investment transactions.

Custody

All securities in the City's portfolio and funds managed by investment advisers will be held in trust for the City by a custodial bank under separate contract and will be administered in concurrence with the City's Investment Policy.

Delivery-vs.-Payment

All trades of marketable securities will be executed (cleared and settled) on a delivery-vs- payment (DVP) basis to ensure that securities are deposited in the City's custodial institution prior to the release of funds.

XI. Investment Parameters

Mitigating credit risk in the portfolio

Credit risk is the risk that a security or a portfolio will lose some or all of its value due to a real or perceived change in the ability of the issuer to repay its debt. The City will mitigate credit risk by adopting the following:

Diversification

The investments will be diversified by:

- limiting investments to avoid overconcentration in securities from a specific issuer or business sector (excluding U.S. Treasury securities)
- limiting investment in securities that have higher credit risks

Mitigating market risk

Market risk is the risk that the portfolio value will fluctuate due to changes in the general level of market interest rates. Longer-term portfolios typically achieve higher returns. On the other hand, longer-term portfolios have higher volatility of return. The City will mitigate market risk by providing adequate liquidity for short-term cash needs, investing in securities with varying maturities, and by making longer-term investments only with funds that are not needed for current cash flow purposes.

The City's demand for cash will be projected using reliable cash forecasting techniques. To ensure liquidity, the appropriate maturity date and investment option available will be selected. The City's investment portfolio may be divided into four categories:

- 1) Sweep funds,
- 2) Operating funds,
- 3) Bond Funds, and
- 4) Other Reserve funds.

The liquidity requirement for each category will vary with the final maturity that matches the need for use of the funds.

1. **Sweep funds.** These funds primarily consist of City-managed Investments that are intended to cover day-to-day operating expenses of the City. All funds are to be held in interest bearing overnight securities, that may include:
 - a. Repurchase agreements – The maximum maturity for repurchase agreements will not exceed 330 days. The repurchase agreements will be collateralized with approved securities in accordance with this policy. Use of repurchase agreements will be used when it is deemed appropriate on a risk-return basis.
 - b. Money market mutual funds as per section VI.
 - c. AAAm rated local government investment pools
2. **Operating funds.** All operating funds are to be held in an investment portfolio with a weighted average duration of no more than four (4) years. The Finance Director will monitor the duration level and make adjustments as necessary.

3. **Bond funds.** No investment will have a maturity exceeding the final principal and/or interest payment date.

XII. Internal Controls and Written Procedures

As stated in **Section V**, the Finance Director is responsible to establish and maintain an internal control structure along with written procedures designed to achieve reasonable assurance that the assets of the City are protected from loss, theft, fraud, errors, misrepresentations or misuse. The internal control structure will be designed to provide reasonable assurance that these objectives are met. The concept of reasonable assurance recognizes the cost of a control should not exceed the benefits likely to be derived, and the valuation of costs and benefits requires estimates and judgments by management.

Procedures should include references to: safekeeping, delivery vs. payment, investment accounting, wire transfer agreements, and collateral/depository agreements. No person may engage in an investment transaction except as provided under the terms of this policy and the procedures established by the Finance Director.

The system of controls will be monitored monthly to regulate the activities of subordinate officials, including outside investment managers.

XIII. Performance Standards / Evaluation

The Finance Director or designee will review the investment portfolio at least quarterly. Such review will examine the general performance of the portfolio, as well as review current levels of safety, liquidity, and rate of return. One or more appropriate benchmarks will be established against which portfolio performance will be compared on a regular basis.

XIV. Reporting/Disclosure

The Finance Director or designee will prepare monthly investment reports to the City Council.

XV. Sustainable Investing

The City will regularly consider any material, relevant, and decision-useful sustainability factors, within the bounds of financial and fiduciary prudence, in evaluating investment decisions. Such factors include but are not limited to: (i) corporate governance and leadership factors; (ii) environmental factors; (iii) social capital factors; (iv) human capital factors; and (v) business model and innovation factors, as provided under the Illinois Sustainable Investing Act.

While such factors are not determinative for investment decisions, the Finance Director will periodically review portfolio holdings to determine their consistency with these objectives.

XVI. Investment Policy Adoption

The Investment Policy will be adopted by the City Council. The policy will be reviewed on an annual basis by the Finance Director and any modifications that are made must be approved by the City Council.

Appendix I

Glossary of Terms

Accrued Interest – The accumulated interest due on a bond since the last interest payment made by the issuer.

Agency – A debt security issued by a federal agency or a government sponsored enterprise. Federal agencies are backed by the full faith and credit of the U. S. Government. Government sponsored enterprises (GSEs) are backed by each particular GSE with a market perception that there is an implicit government guarantee. An example of a Federal agency is the Government National Mortgage Association (GNMA). An example of a GSE is the Federal National Mortgage Association (FNMA).

Basis Point - 1/100 of one percent.

Bid - The indicated price at which a buyer is willing to purchase a security or commodity.

Bond - Written evidence of the issuer's obligation to repay a specified principal amount on a date certain, together with interest at a stated rate, or according to a formula for determining that rate.

Callable Bond - A bond which permits the issuer to redeem the obligation before the stated maturity date at a specified price, the call price, usually at or above par value.

Cash Sale/Purchase – A transaction which calls for delivery and payment of securities on the same day that the transaction is initiated.

Collateralization – Process by which a borrower pledges securities, property, or other deposits for the purpose of securing the repayment of a loan and/or security.

Commercial Paper - Short-term, unsecured promissory notes issued in either registered or bearer form, and usually backed by a line of credit with a bank.

Coupon Rate - The annual rate of interest payable on a coupon bond (a bearer bond or bond registered as to principal only, carrying coupons evidencing future interest payments), expressed as a percentage of the principal amount.

Credit Risk – The risk to an investor that an issuer will default in the payment of interest and/or principal on a security.

Current Yield – A yield calculation determined by dividing the annual interest received on a security by the current market price of that security.

Derivative Security – Financial instrument created from, or whose value depends upon, one or more underlying assets or indexes of asset values.

Discount –The amount by which the par value of a security exceeds the price paid for the security.

Diversification – A process of investing assets among a range of security types by sector, maturity, and quality rating.

Duration – Duration is a useful concept in fixed income investing and measures price sensitivity of fixed-income investments. As rates increase, prices fall, and conversely, as rates fall, prices increase. A measure of the timing of the cash flows, such as the interest payments and the principal repayment, to be received from a given fixed income security. This calculation is based on three variables; term to maturity, coupon rate and yield to maturity. Duration measures the weighted average of the present value of the cash flows of a security. So in this respect, it is improvement over maturity that only considers future

values. The greater the duration of a bond, the greater its volatility. In general, duration rises with maturity, and falls with frequency of coupon payments.

Modified duration is a multiplier that measures the approximate percentage change in the value or price of a security or portfolio given a 1% (100 basis points) movement in interest rates.

Example

For example, if a security has a modified duration of 2.5 and interest rates rise by 75 basis points, the security would experience approximately a -1.88% change in value.

$$(-1\%) \times \text{modified duration} \times (\text{basis point change in yield}/100)$$

Federal Funds (Fed Funds) – Funds placed in Federal Reserve banks by depository institutions in excess of current reserve requirements. These depository institutions may lend to Fed Funds to each other overnight or on a longer basis. They may also transfer funds among each other on a same-day basis through the Federal Reserve banking system. Fed funds are considered to be immediately available funds.

Federal Funds Rate – Interest rate charged by one institution lending federal funds to the other.

Fiduciary Standard - created in 1940 as part of the Investment Advisors Act. This standard, regulated by the SEC or state securities regulators, maintains that investment advisors are bound to a standard that requires them to put their client's interests above their own.

Government Securities – An obligation of the U.S. government, backed by the full faith and credit of the government. These securities are regarded as the highest quality of investment securities available in the U.S. securities market.

Government Sponsored Enterprise Securities - Government sponsored enterprise (GSEs) debt is high quality, income generating, with a competitive return over Treasuries. GSEs, are often lumped with agencies, and referred to generically as "agency debt." GSEs were established by acts of Congress to support various public policies, such as home ownership, farming, education, and resource development. In order to support the various public policies, the GSEs purchase mortgages and loans from issuers, who use the proceeds to fund additional loans. GSE debt is not guaranteed by the federal government as is the case with Treasuries or agency debt. Payments of interest and principal are backed only by the issuer.

Interest Rate – See "Coupon Rate."

Interest Rate Risk – The risk associated with declines or rises in interest rates which cause an investment in a fixed – income security to increase or decrease in value.

Liquidity – An assessment of how easily and quickly an asset can be converted into cash.

Local Government Investment Pool (LGIP) – An investment by local governments in which their money is pooled as a method for managing local funds.

Mark-to-Market – The process whereby the book value or collateral value of a security is adjusted to reflect its current market value.

Market Risk – The risk that the value of a security will rise or decline as a result of changes in market conditions.

Market Value – Current market price of a security.

Maturity - The date upon which the principal of a fixed income security comes due and payable to holders of investors.

Net Asset Value – The market value of one share of an investment company, such as a mutual fund. This figure is calculated by totaling a fund's assets which includes securities, cash, and any accrued earnings, subtracting this from the fund's liabilities, and dividing this total by the number of shares outstanding.

Par Value or Face Amount or Maturity Value - In the case of bonds, the amount of principal which must be paid at maturity.

Principal - The face amount or par value of a bond or issue of fixed-income securities payable on stated dates of maturity.

Prudent Person Rule – An investment standard outlining the fiduciary responsibilities of public funds investors relating to investment practices.

Ratings - Evaluations of the credit quality of notes and bonds, usually made by independent rating services, which generally measure the probability of the timely repayment of principal and interest on fixed-income securities

Repurchase Agreement – An agreement of one party to sell securities at a specified price to a second party and a simultaneous agreement of the first party to repurchase the securities at a specified price or at a specified later date.

Short-term debt - Short-term debt is defined as any debt incurred whose final maturity is three years or less.

Swap – Trading one asset for another.

Term Bonds - Bonds coming due in a single maturity.

Total Return – The sum of all investment income plus changes in the capital value of a security or portfolio.

Volatility – A degree of fluctuation in the price and valuation of securities.

Weighted Average Maturity (WAM) – The average maturity of all the securities that comprise a portfolio.

Yield – The current rate of return on an investment security generally expressed as a percentage of the security's current price.

Yield to Maturity - The rate of return to the investor earned from payments of principal and interest, with interest compounded semiannually and assuming that interest paid is reinvested at the same rate.

Zero Coupon Bond - A bond which pays no interest, but is issued at a deep discount from par, appreciating to its full value at maturity.

Appendix II

Illinois Public Funds Investment Act (30 ILCS 235/):

<https://www.ilga.gov/Legislation/ILCS/Articles?ActID=496&ChapterID=7&Print=True>

Illinois Sustainable Investing Act (30 ILCS 235/):

<https://www.ilga.gov/legislation/ilcs/Articles?ActID=4027&ChapAct=30%C2%A0ILCS%C2%A0238/&ChapterID=7&ChapterName=FINANCE&ActName=Illinois%20Sustainable%20Investing%20Act>

EXHIBIT B

AN ACT concerning finance.

**Be it enacted by the People of the State of Illinois,
represented in the General Assembly:**

Section 5. The Public Funds Investment Act is amended by changing Section 2 as follows:

(30 ILCS 235/2) (from Ch. 85, par. 902)

Sec. 2. Authorized investments.

(a) Any public agency may invest any public funds as follows:

(1) in bonds, notes, certificates of indebtedness, treasury bills or other securities now or hereafter issued, which are guaranteed by the full faith and credit of the United States of America as to principal and interest;

(2) in bonds, notes, debentures, or other similar obligations of the United States of America, its agencies, and its instrumentalities;

(3) in interest-bearing savings accounts, interest-bearing certificates of deposit or interest-bearing time deposits or any other investments constituting direct obligations of any bank as defined by the Illinois Banking Act;

(4) in short-term obligations of corporations

organized in the United States with assets exceeding \$500,000,000 if (i) such obligations are rated at the time of purchase at one of the 3 highest classifications established by at least 2 standard rating services and which mature not later than 270 days from the date of purchase, (ii) such purchases do not exceed 10% of the corporation's outstanding obligations, and (iii) no more than one-third of the public agency's funds may be invested in short-term obligations of corporations under this paragraph (4);

(4.5) in obligations of corporations organized in the United States with assets exceeding \$500,000,000 if (i) such obligations are rated at the time of purchase at one of the 3 highest classifications established by at least 2 standard rating services and which mature more than 270 days but less than 10 ~~3~~ years from the date of purchase, (ii) such purchases do not exceed 10% of the corporation's outstanding obligations, and (iii) no more than one-third of the public agency's funds may be invested in obligations of corporations under this paragraph (4.5); or

(5) in money market mutual funds registered under the Investment Company Act of 1940, provided that the portfolio of any such money market mutual fund is limited to obligations described in paragraph (1) or (2) of this subsection and to agreements to repurchase such obligations.

(a-1) In addition to any other investments authorized under this Act, a municipality, park district, forest preserve district, conservation district, county, or other governmental unit may invest its public funds in interest bearing bonds of any county, township, city, village, incorporated town, municipal corporation, or school district, of the State of Illinois, of any other state, or of any political subdivision or agency of the State of Illinois or of any other state, whether the interest earned thereon is taxable or tax-exempt under federal law. The bonds shall be registered in the name of the municipality, park district, forest preserve district, conservation district, county, or other governmental unit, or held under a custodial agreement at a bank. The bonds shall be rated at the time of purchase within the 4 highest general classifications established by a rating service of nationally recognized expertise in rating bonds of states and their political subdivisions.

(b) Investments may be made only in banks which are insured by the Federal Deposit Insurance Corporation. Any public agency may invest any public funds in short term discount obligations of the Federal National Mortgage Association or in shares or other forms of securities legally issuable by savings banks or savings and loan associations incorporated under the laws of this State or any other state or under the laws of the United States. Investments may be made only in those savings banks or savings and loan associations

the shares, or investment certificates of which are insured by the Federal Deposit Insurance Corporation. Any such securities may be purchased at the offering or market price thereof at the time of such purchase. All such securities so purchased shall mature or be redeemable on a date or dates prior to the time when, in the judgment of such governing authority, the public funds so invested will be required for expenditure by such public agency or its governing authority. The expressed judgment of any such governing authority as to the time when any public funds will be required for expenditure or be redeemable is final and conclusive. Any public agency may invest any public funds in dividend-bearing share accounts, share certificate accounts or class of share accounts of a credit union chartered under the laws of this State or the laws of the United States; provided, however, the principal office of any such credit union must be located within the State of Illinois. Investments may be made only in those credit unions the accounts of which are insured by applicable law.

(c) For purposes of this Section, the term "agencies of the United States of America" includes: (i) the federal land banks, federal intermediate credit banks, banks for cooperative, federal farm credit banks, or any other entity authorized to issue debt obligations under the Farm Credit Act of 1971 (12 U.S.C. 2001 et seq.) and Acts amendatory thereto; (ii) the federal home loan banks and the federal home loan mortgage corporation; and (iii) any other agency created by

Act of Congress.

(d) Except for pecuniary interests permitted under subsection (f) of Section 3-14-4 of the Illinois Municipal Code or under Section 3.2 of the Public Officer Prohibited Practices Act, no person acting as treasurer or financial officer or who is employed in any similar capacity by or for a public agency may do any of the following:

(1) have any interest, directly or indirectly, in any investments in which the agency is authorized to invest.

(2) have any interest, directly or indirectly, in the sellers, sponsors, or managers of those investments.

(3) receive, in any manner, compensation of any kind from any investments in which the agency is authorized to invest.

(e) Any public agency may also invest any public funds in a Public Treasurers' Investment Pool created under Section 17 of the State Treasurer Act. Any public agency may also invest any public funds in a fund managed, operated, and administered by a bank, subsidiary of a bank, or subsidiary of a bank holding company or use the services of such an entity to hold and invest or advise regarding the investment of any public funds.

(f) To the extent a public agency has custody of funds not owned by it or another public agency and does not otherwise have authority to invest such funds, the public agency may invest such funds as if they were its own. Such funds must be released to the appropriate person at the earliest reasonable

time, but in no case exceeding 31 days, after the private person becomes entitled to the receipt of them. All earnings accruing on any investments or deposits made pursuant to the provisions of this Act shall be credited to the public agency by or for which such investments or deposits were made, except as provided otherwise in Section 4.1 of the State Finance Act or the Local Governmental Tax Collection Act, and except where by specific statutory provisions such earnings are directed to be credited to and paid to a particular fund.

(g) A public agency may purchase or invest in repurchase agreements of government securities having the meaning set out in the Government Securities Act of 1986, as now or hereafter amended or succeeded, subject to the provisions of said Act and the regulations issued thereunder. The government securities, unless registered or inscribed in the name of the public agency, shall be purchased through banks or trust companies authorized to do business in the State of Illinois.

(h) Except for repurchase agreements of government securities which are subject to the Government Securities Act of 1986, as now or hereafter amended or succeeded, no public agency may purchase or invest in instruments which constitute repurchase agreements, and no financial institution may enter into such an agreement with or on behalf of any public agency unless the instrument and the transaction meet the following requirements:

(1) The securities, unless registered or inscribed in

the name of the public agency, are purchased through banks or trust companies authorized to do business in the State of Illinois.

(2) An authorized public officer after ascertaining which firm will give the most favorable rate of interest, directs the custodial bank to "purchase" specified securities from a designated institution. The "custodial bank" is the bank or trust company, or agency of government, which acts for the public agency in connection with repurchase agreements involving the investment of funds by the public agency. The State Treasurer may act as custodial bank for public agencies executing repurchase agreements. To the extent the Treasurer acts in this capacity, he is hereby authorized to pass through to such public agencies any charges assessed by the Federal Reserve Bank.

(3) A custodial bank must be a member bank of the Federal Reserve System or maintain accounts with member banks. All transfers of book-entry securities must be accomplished on a Reserve Bank's computer records through a member bank of the Federal Reserve System. These securities must be credited to the public agency on the records of the custodial bank and the transaction must be confirmed in writing to the public agency by the custodial bank.

(4) Trading partners shall be limited to banks or

trust companies authorized to do business in the State of Illinois or to registered primary reporting dealers.

(5) The security interest must be perfected.

(6) The public agency enters into a written master repurchase agreement which outlines the basic responsibilities and liabilities of both buyer and seller.

(7) Agreements shall be for periods of 330 days or less.

(8) The authorized public officer of the public agency informs the custodial bank in writing of the maturity details of the repurchase agreement.

(9) The custodial bank must take delivery of and maintain the securities in its custody for the account of the public agency and confirm the transaction in writing to the public agency. The Custodial Undertaking shall provide that the custodian takes possession of the securities exclusively for the public agency; that the securities are free of any claims against the trading partner; and any claims by the custodian are subordinate to the public agency's claims to rights to those securities.

(10) The obligations purchased by a public agency may only be sold or presented for redemption or payment by the fiscal agent bank or trust company holding the obligations upon the written instruction of the public agency or officer authorized to make such investments.

(11) The custodial bank shall be liable to the public agency for any monetary loss suffered by the public agency due to the failure of the custodial bank to take and maintain possession of such securities.

(i) Notwithstanding the foregoing restrictions on investment in instruments constituting repurchase agreements the Illinois Housing Development Authority may invest in, and any financial institution with capital of at least \$250,000,000 may act as custodian for, instruments that constitute repurchase agreements, provided that the Illinois Housing Development Authority, in making each such investment, complies with the safety and soundness guidelines for engaging in repurchase transactions applicable to federally insured banks, savings banks, savings and loan associations or other depository institutions as set forth in the Federal Financial Institutions Examination Council Policy Statement Regarding Repurchase Agreements and any regulations issued, or which may be issued by the supervisory federal authority pertaining thereto and any amendments thereto; provided further that the securities shall be either (i) direct general obligations of, or obligations the payment of the principal of and/or interest on which are unconditionally guaranteed by, the United States of America or (ii) any obligations of any agency, corporation or subsidiary thereof controlled or supervised by and acting as an instrumentality of the United States Government pursuant to authority granted by the Congress of the United States and

provided further that the security interest must be perfected by either the Illinois Housing Development Authority, its custodian or its agent receiving possession of the securities either physically or transferred through a nationally recognized book entry system.

(j) In addition to all other investments authorized under this Section, a community college district may invest public funds in any mutual funds that invest primarily in corporate investment grade or global government short term bonds. Purchases of mutual funds that invest primarily in global government short term bonds shall be limited to funds with assets of at least \$100 million and that are rated at the time of purchase as one of the 10 highest classifications established by a recognized rating service. The investments shall be subject to approval by the local community college board of trustees. Each community college board of trustees shall develop a policy regarding the percentage of the college's investment portfolio that can be invested in such funds.

(k) In addition to all other investments authorized under this Section, a public agency may adopt an ordinance or resolution to allow for investment of public funds in other instruments not specifically listed in this Section provided that those investments comply with (i) any other law that authorizes public agencies to invest funds and (ii) the investment policy adopted by the public agency under Section

2.5 of this Act.

Nothing in this Section shall be construed to authorize an intergovernmental risk management entity to accept the deposit of public funds except for risk management purposes.

(Source: P.A. 102-285, eff. 8-6-21.)



For City Council: July 27, 2026

Ward Impacted: City Wide

Subject: Consideration and Action on a Resolution Approving an Additional Excess Workers' Compensation Insurance Premium Owed to Arthur J. Gallagher, for Fiscal Year 2026, in the Amount of \$51,122

Recommended Motion: The proposed Resolution be approved.

Strategic Plan:

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: On April 28, 2025, City Council approved the insurance agreement/premium with Arthur J. Gallagher, for Fiscal Year 2026, in the amount of \$1,742,988. Annually, the excess workers' compensation portion is calculated based on projected payroll for the upcoming fiscal/coverage year. The additional payment amount accounts for actual payroll increases above and beyond what was forecasted for the calculation of excess workers' compensation coverage for Fiscal Year 2026 at the time of renewal. Deviations from the projected amount submitted include increased staffing across multiple departments, and as a result of increased staffing, the additional premium is now due.

Community Groups/Interested Persons Contacted: N/A

Financial Impact: If approved, the City will pay the additional excess workers' compensation insurance premium to Arthur J. Gallagher, in the amount of \$51,122. This will be paid from the Casualty Insurance Fund-Other Professional & Technical Services account (60150150-70220). Stakeholders can locate this in the FY 2027 Budget Book titled "Other Funds & Capital Improvement" on page 215.

Attachments:

1. Resolution
2. Resolution - Exhibit A - Invoice

RESOLUTION NO. 2026 - ____

A RESOLUTION APPROVING AN ADDITIONAL EXCESS WORKERS' COMPENSATION INSURANCE PREMIUM OWED TO ARTHUR J. GALLAGHER, FOR FISCAL YEAR 2026, IN THE AMOUNT OF \$51,122

WHEREAS, subject to the provisions of the City Code, City staff are recommending the approval of an additional Excess Workers' Compensation Insurance Premium owed to Arthur J. Gallagher, for Fiscal Year 2026, in the amount of \$51,122; and

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

WHEREAS, on April 28, 2025, City Council approved the insurance agreement/premium with Arthur J. Gallagher, for Fiscal Year 2026, in the amount of \$1,742,988; and

WHEREAS, the excess workers' compensation portion is calculated annually based on projected payroll for the upcoming fiscal/coverage year; and

WHEREAS, the additional payment amount accounts for actual payroll increases above and beyond what was forecasted for the calculation of excess workers' compensation coverage for Fiscal Year 2026 at the time of renewal; and

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

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 27th day of July 2026

APPROVED this ____ day of July 2026

CITY OF BLOOMINGTON

ATTEST

Dan Brady, Mayor

Leslie Smith-Yocum, City Clerk

EXHIBIT A

Arthur J. Gallagher Risk Management Services, LLC
Rolling Meadows, IL 60008
Phone: (630)773-3800

BISKA1

Invoice # 6215359		1 of 1
ACCOUNT NUMBER		DATE
BLOOMIN-01		7/6/2026
BALANCE DUE ON		AMOUNT DUE
7/6/2026		\$51,122.00

City of Bloomington
115 East Washington St.
Bloomington, IL 61701



Excess Workers Comp PolicyNumber: SP4066521 Company: Safety National Casualty Corporation Effective: 5/1/2025 to 5/1/2026

Item #	Trans Eff Date	Due Date	Trans	Description	Amount
44298179	5/1/2025	7/6/2026	AUDT	Carrier WC audit resultng in AP \$51,122	\$51,122.00
XWC Audit efft 5.1.2026					



Total Invoice Balance: \$51,122.00

Please return this portion with your payment. Include your invoice number on your remittance to expedite processing.

BISKA1

City of Bloomington
115 East Washington St.
Bloomington, IL 61701

Please send your remittance to:

Arthur J. Gallagher Risk Management Services, LLC
PO Box 39735
Chicago, IL 60694-9700

Invoice # 6215359	
ACCOUNT NUMBER	DATE
BLOOMIN-01	7/6/2026
BALANCE DUE ON	AMOUNT DUE
7/6/2026	\$51,122.00
AMOUNT PAID	



PAY ONLINE AT: www.ajg.com/ezpay



For City Council: July 27, 2026

Ward Impacted: City Wide

Subject: Consideration and Action on a Resolution Approving the Purchase of Forty-Three (43) HP EliteBook 6 G2i Laptops with 4-Year Hardware Support, from HP, Inc., in the Amount of \$91,160

Recommended Motion: The proposed Resolution be approved.

Strategic Plan:

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 Information Technology Department is looking to invest in 43 new laptops to replace current equipment as a necessary step in keeping the City up-to-date with the latest software and security requirements. Many of our current laptops have reached the end of their useful life, and as part of our regular replacement schedule, we are looking to replace them with the HP EliteBook 6G1i Laptops. Up-to-date computers ensure compatibility with the latest software and security measures, safeguarding sensitive information and maintaining the integrity of the City's data and Infrastructure. The purchase consists of 43 laptops with a 4-year hardware support from HP, Inc., which includes parts, labor, and on-site repair, allowing them to be serviced for their entire lifespan.

If approved, the City will utilize the OMNIA Partners Joint Purchasing [R250606] contract, exp 02/28/2031.

Community Groups/Interested Persons Contacted: N/A

Financial Impact: If approved, the City will make the above-mentioned laptop purchase, in the amount of \$91,160. Funds for this equipment purchase are included in the Information Technology-Office & Computer Supplies account (10011610-71010). Stakeholders can locate this in the FY 2027 Budget book titled "Budget Overview & General Fund" on page 166.

Attachments:

1. Resolution
2. Resolution - Exhibit A - Quote
3. OMNIA Joint-Purchasing Contract

RESOLUTION NO. 2026 - ____

A RESOLUTION APPROVING THE PURCHASE OF FORTY-THREE (43) HP ELITEBOOK 6 G2I LAPTOPS WITH 4-YEAR HARDWARE SUPPORT, FROM HP, INC., IN THE AMOUNT OF \$91,160

WHEREAS, subject to the provisions of the City Code, City staff are recommending the purchase of forty-three (43) HP EliteBook 6 G2i Laptops with 4-Year Hardware Support from HP, Inc. ("Purchase"), in the amount of \$91,160; and

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

WHEREAS, many of the City's current laptops have reached the end of their useful life and have begun to struggle with the latest software and security requirements, reducing productivity and placing data at risk; and

WHEREAS, investing in 43 laptops is essential to enhance overall workplace productivity and efficiency, as up-to-date desktops will ensure compatibility with modern software and security measure, safeguarding sensitive information and maintain the integrity of the City's data and infrastructure; and

WHEREAS, the Purchase consists of 43 laptops with 4 years of hardware support from HP, Inc., which includes parts, labor and on-site repair; 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 27th day of July 2026.

APPROVED this ____ day of July 2026.

CITY OF BLOOMINGTON

ATTEST

Dan Brady, Mayor

Leslie Smith-Yocum, City Clerk

EXHIBIT A

July 15, 2026 4:12:32 PM

CITY OF BLOOMINGTON
115 E. Washington Street
Suite 301
BLOOMINGTON, IL 61701-5217

Dear Craig McBeath,

Thank you for your recent interest in HP Public Sector Sales. Attached is the price quotation you requested.

Please reference this contract: OMNIA - OMNIA PARTNERS [R250606] when placing this order. The terms and conditions of this contract will apply to any order placed as a result of this inquiry; no other terms or conditions shall apply.

If you should have questions regarding this quotation or need any other assistance, please contact your Inside Account Representative

Orders can be placed electronically at www.hp.com/buy/pshp2b. You can place this order by searching for the HP Customer Quote ID displayed above and simply check out. This order can also be emailed to ORDERS-PROCESSING-USA@hp.com.

HP Inc.
Attn: SLED Orders
2351 HP Way
Rio Rancho, NM 87144

Information & Details

Organization name: City of Bloomington
Catalog name: OMNIA - OMNIA PARTNERS [R250606]
Created by: purchasing@ptcselect.com
Partner Agent ID: 10256670
Name: PTC Select
Email: cmcbeath@cityblm.org
Phone: 309-434-2257
Email notification: cmcbeath@cityblm.org
Created: July 15, 2026 4:12:32 PM
Expires: August 14, 2026 4:12:32 PM
Payment method: Purchase Order
Quote total: USD 91,160.00

Billing Information

OM ID: 0170235958
Company: CITY OF BLOOMINGTON
Address:
115 E. Washington Street
Suite 301
City : BLOOMINGTON
State/Province: Illinois
Zip/postal code: 61701-5217
Country: US
Attention to: Craig McBeath
Email: cmcbeath@cityblm.org
Phone: 3094342257
Fax:

Shipping Information

Company: CITY OF BLOOMINGTON
Address:
115 E. Washington Street
Suite 301
City: BLOOMINGTON
State/Province: Illinois
Zip/postal code: 61701-5217
Country: US
Attention to: Ashley Siadek
Email: apapacek@cityblm.org
Phone: 309-434-2261
Fax:
Requested Delivery date:
Shipping options:
Shipping method: Ship Partial - Ship Items as they become available

Comments:**Invoice instructions:****Shipping instructions:****Quote Summary**

Product #	Product Description	MFG#:	Qty	Unit Price	Total Price
	HP EliteBook 6 G2i 14 NGAI - Bloomington KIT ID: 55822012 Reference Model: 55822012 Configuration: 55921190		43	USD 2,120.00 USD 4,115.74 Special price valid until 07/31/2026	USD 91,160.00
C6SL6AV	HP IDS UMA Ultra 5 332 for WWAN 6 14 inch G2i Base NB PC		1		
8C9M7AV	No Country of Origin Restriction		1		
1Y629AV	Electronic Energy Star labeling (EStar)		1		
C71WNAV	Windows 11 Pro 64 NextGen Standard		1		
1Y623AV	Corporate-Ready Image		1		
4SS11AV#ABA	OS Localization US		1		
D0AN1AV	Dual AryMic 5MP USB2 IR AI WFOV Integrated Camera		1		
C71VRAV	14.0 inch AG WUXGA (1920x1200) WLED+LBL UWVA 400 for WWAN f5MP IR ISP+ 60Hz bnt LCD Panel		1		
C71X3AV	32GB (2x16GB) DDR5 5600 SODIMM NMIC Memory		1		
C71XVAV	512GB PCIe 2280 NVMe Value NMIC Solid State Drive		1		
C71U9AV	Pike Silver Aluminum for WWAN 20W ID		1		
C71VAV	No Near Field Communication (No NFC)		1		
C71Y5AV	Intel BE211 Wi-Fi 7 +Bluetooth 6.0 vPro WW WLAN		1		

Product #	Product Description	MFG#:	Qty	Unit Price	Total Price
C71Y7AV	MediaTek T700 5G NR (Cat 19) WWAN		1		
C71XCAV	Fingerprint Sensor		1		
C71XBAV	Active SmartCard		1		
C71U5AV	PM Long Life 68Whr Fast Charge 3 cell Battery		1		
C71TXAV	HP 65W Gallium Nitride Std USB-C AC Adapter		1		
C72MXAV#ABA	for TBT Clickpad Backlit spill-resistant KBD		1		
C72MNAV#ABA	Country Localization		1		
D4JK6AV#ABA	C5 1.0m Sticker Conventional Straight Non-China Power Cord		1		
C72MQAV#ABA	1/1/0 Warranty		1		
791T2AV	Pre-Boot UEFI Wi-Fi support		1		
4N735AV	HP Tamper Lock		1		
C71VSAV	AMT Enabled		1		
C71W1AV	Standard Packaging		1		
D18SPAV	HP Sure Recover Enhanced Local Storage Unsupported		1		
3E755AV	Electronic TCO Certified labeling		1		
C1GT5AV	Intel Core Ultra 5 sz3 vPro Enterprise G18 Label		1		
U85GKE	HP 4y Onsite Notebook		1		

Special Pricing Code: 47164422

Subtotal
Total

USD 91,160.00
USD 91,160.00

Unless our contract prohibits it, (a) prices are valid for 30 days from quote date and/or (b) HP may change prices or discounts and reissue quotes immediately if there are increases in costs, tariffs, or other changes outside HP's control.

If the bill to company and address you wish to use is not present at the time of check out please enter it in the "Shipping Instructions" box. The order management team will make sure it is billed to the correct location.

Components of Configurable systems may not be ordered separately. Reference Model ID's and Configuration ID's are not part numbers, they are reference descriptions to your specific configuration.

If you are submitting a hard copy purchase order, please include a printed copy of this quote with your purchase order.

If you place an order for a product that was incorrectly priced, we will cancel your order and credit you for any charges. In the event that we inadvertently shipped an order based on a pricing error, we will issue a revised invoice to you for the correct price and contact you to obtain your authorization for the additional charge, or assist you with the return of the product, if payment was not already made. If payment was already made, HP will work with the agency to correct the invoice. If the pricing error results in an overcharge to you, HP will credit your account for the amount overcharged.



Technology Solutions, Products and Services
Executive Summary

Lead Agency: Region 4 ESC

Solicitation: 25-06

RFP Issued: June 18, 2025

Pre-Proposal Date: July 9, 2025

Response Due Date: August 7, 2025

Proposals Received: 76

Awarded to: CDW Government LLC, Central Technologies, Inc., Education Analytics, GovConnection dba Connection Public Sector, HP, Inc., Insight Public Sector, ODP Business Solutions, LLC, ThunderCat Technology, LLC, World Wide Technology LLC

The Region 4 Education Service Center (ESC) Department of Procurement] issued RFP # 25-06 on June 18, 2025, to establish a national cooperative contract for Technology Solutions, Products and Services.

The solicitation included cooperative purchasing language in Sections Section I. Scope of Work, National Contract and Attachment A, Exhibit A:

*The Region 4 Education Service Center (ESC), as the Principal Procurement Agency, defined in ATTACHMENT A, has partnered with OMNIA Partners, Public Sector, Inc., a Delaware corporation (“**OMNIA Partners**”) to make the resultant contract (also known as the “**Master Agreement**” in materials distributed by OMNIA Partners) from this solicitation available to other public agencies nationally, including 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**”), through OMNIA Partners’ cooperative purchasing program. The Region 4 ESC is acting as the contracting agency for any other Public Agency that elects to utilize the resulting Master Agreement. Use of the Master Agreement by any Public Agency is preceded by their registration with OMNIA Partners (a “**Participating Public Agency**”) and by using the Master Agreement, any such Participating Public Agency agrees that it is registered with OMNIA Partners, whether pursuant to the terms of a Master Intergovernmental Cooperative Purchasing Agreement, a form of which is attached hereto on ATTACHMENT A, or as otherwise agreed to. ATTACHMENT A contains additional information about OMNIA Partners and the cooperative purchasing program.*

Notice of the solicitation was sent to potential offerors, as well as advertised in the following:

- Region 4 ESC website
- OMNIA Partners website
- USA Today, nationwide
- Arizona Business Gazette, AZ
- San Bernardino County Sun, CA
- Honolulu Star-Advertiser, HI
- The Herald-News – Will County (IL)
- The Advocate – New Orleans, LA

- The New Jersey Herald, NJ
- Albany Times Union, NY
- Daily Journal of Commerce, OR
- The State, SC
- Deseret News, UT
- Richmond Times-Dispatch, VA
- Seattle Daily Journal of Commerce, WA
- Houston Community Newspapers, TX
- Helena Independent Record, MT
- Las Vegas Review-Journal
- Kennebec Journal, ME

Socio-economic Outreach: To encourage participation of small businesses, minority owned businesses and women owned businesses were notified of the Request for Proposal.

On August 7, 2025 proposals were received from the following offerors:

- 22nd Century Technologies, Inc.
- AirTera (NATA Compliance Services, LLC)
- Alchemy Technology Group
- APC Scientific Consultants & Associates LLC
- App Maisters Inc
- Avaya LLC
- Avid Systems LLC
- BenQ America Corp.
- BerryDunn (Berry, Dunn, McNeil & Parker, LLC)
- Bright World Technologies Inc. (Bright World Technologies Inc)
- Business Management Associates, Inc
- BuzzClan, LLC
- CAFHE LLC
- CDW Government LLC
- Central Technologies Inc
- ClearSpace Design (n/a)
- Climatec, LLC
- CompuNet, Inc.
- Concourse Tech Inc.
- Consultadd Inc
- Core+ World Group, LLC
- Data Meaning Services Group
- Diversified Data Processing and Consulting, Inc (DivDat)
- DLT SOLUTIONS (DLT SOLUTIONS LLC)
- Docufree Corporation
- Dowley Security Systems, Inc.
- Dream Ranch Office Supplies (Dream Ranch LLC)
- E6 Audiovisual LLC
- Education Analytics
- Encore Data Products, Inc.
- Enterprise Solutions
- FedTec, LLC
- Fortinet Inc.
- FTG International
- GovConnection, Inc. (Connection- Public Sector Solutions)
- HP Inc
- Infojini Inc.
- innoSoul, Inc.
- Insight Public Sector, Inc.
- Inspira Enterprise, Inc. (Inspira Cybersecurity and IT Solutions Inc.)
- Intech Southwest Services, LLC.
- iT1 Source LLC
- Kira Learning, Inc.
- Knightscope, Inc
- LanceSoft, Inc.
- LearningMate Solutions Inc.
- Magic School Inc
- Merlin International
- My Fav Electronics, Inc. DBA Second Life Mac
- Netsync (Netsync Network Solutions)
- ODP Business Solutions, LLC
- OneScreen (NZS Inc.)
- Paratum Solutions (Paratum Solutions, LLC)
- QnA Tech (Quality and Assurance Technology)
- Quantum Creations LLC
- Radix U.S. LLC
- Raise 3D Technologies, Inc
- Ruckus Wireless LLC

- rusd solutions (RAJ SOMAS dba/ RUSD SOLUTIONS)
- Sergeant Laboratories
- Softdocs SC LLC
- Southern Computer Warehouse
- Spacestor Inc
- SVAM International, Inc.
- TDS Computers LLC
- Tessera Technology Group
- The Commons (The Commons, Inc.)
- The Manhattan Strategy Group LLC
- ThunderCat Technology LLC
- Unicon, Inc.
- United Data Technologies
- URBEGO INC
- vCloud Tech Inc
- Vijay Thirumalai
- World Wide Technology, LLC
- Wytec International Inc

The proposals were evaluated by an evaluation committee. Using the evaluation criteria established in the RFP, the committee elected to enter into negotiations with CDW Government LLC, Central Technologies, Inc., Education Analytics, GovConnection dba Connection Public Sector, HP, Inc., Insight Public Sector, ODP Business Solutions, LLC, ThunderCat Technology, LLC, World Wide Technology LLC and proceeding with contract award(s) upon successful completion of negotiations.

Geographic Preferences: No geographic preferences were included in the evaluation of the responses

The Region 4 ESC, OMNIA Partners and the following offerors successfully negotiated a contract: CDW Government LLC, Central Technologies, Inc., Education Analytics, GovConnection dba Connection Public Sector, HP, Inc., Insight Public Sector, ODP Business Solutions, LLC, ThunderCat Technology, LLC, World Wide Technology LLC. The Region 4 ESC executed the agreements, each with a contract effective date of March 1, 2026.

Diversity Certifications:

- ThunderCat Technology, LLC – DOB, VOB, and SBE
- World Wide Technology, LLC - MOB

Contract includes: The suppliers provided federal funds certifications which are available on the OMNIA Partners website for review.

Term:

Initial three-year agreement from March 1, 2025 through February 28, 2028 with the option to renew for two (2) additional one-year periods through February 28, 2031.

Pricing/Discount:

Please refer to each Suppliers' dedicated microsite for contract pricing



For City Council: July 27, 2026

Ward Impacted: City Wide

Subject: Consideration and Action on a Resolution (1) Waiving the Formal Bidding Requirements; and (2) Authorizing an Agreement with Air One Equipment, Inc., for the Purchase of 19 Sets of Firefighting Turnout Gear, in the Amount of \$84,740

Recommended Motion: The proposed Resolution be approved.

Strategic Plan:

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.

Background: The Fire Department is requesting to purchase 19 complete sets (coats and pants) of Firefighting Turnout Gear from Air One Equipment, Inc. The gear will outfit newly hired firefighters and replace aging gear within the Department. The gear is manufactured by Globe. Each Bloomington Firefighter is issued two sets of structural firefighting protective gear. The second set of gear was approved in a 2018 purchase. Two sets are issued so that emergency personnel have a clean, serviceable set at all times. This allows for proper cleaning and drying following training classes and for use on emergency scenes where gear becomes wet and contaminated. The second set is also used if gear needs to be sent in for repairs. The National Fire Protection Association ("NFPA") 1851 standard established requirements that structural firefighting protective ensembles be retired when the gear reaches 10 years past the manufacture date. The purchase of this gear will assist in meeting the standard.

Fire Department staff are also requesting that the formal bidding requirements be waived and that the City be authorized to purchase the turnout gear from Air One Equipment, Inc. The Department has been utilizing Globe turnout gear for many years, and it meets the necessary standards and needs of the Fire Department. Two national joint purchasing contracts, HGAC and Sourcewell, had prices that were higher than the proposed vendor. HGAC charges \$6,668.92 per set, and Sourcewell charges \$5,601.89 per set. Air One Equipment has negotiated a favorable price of \$4,445 per set. Staff believe that it is in the City's best interest and the most fiscally responsible choice to purchase from Air One Equipment, Inc.

Community Groups/Interested Persons Contacted: N/A

Financial Impact: If approved, the City will enter into the above-mentioned agreement with Air One Equipment, Inc., in the amount of \$84,740. This will be paid out of the Fire-Protective Wear account (10015210-62191). Stakeholders can locate this in the FY 2027 Budget Book titled "Budget Overview & General Fund" on page 254.

Attachments:

1. Resolution
2. Resolution - Exhibit A - Agreement

RESOLUTION NO. 2026 - ____

**A RESOLUTION (1) WAIVING THE FORMAL BIDDING REQUIREMENTS; AND (2)
AUTHORIZING AN AGREEMENT WITH AIR ONE EQUIPMENT, INC., FOR THE
PURCHASE OF 19 SETS OF FIREFIGHTING TURNOUT GEAR, IN THE AMOUNT OF
\$84,740**

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

WHEREAS, subject to the provisions of the City Code, City staff are recommending waiving the technical bidding requirements and that an Agreement ("Exhibit A") with Air One Equipment, Inc. be approved for the purchase of 19 sets of firefighting turnout gear, in the amount of \$84,740.00 ("Purchase"); and

WHEREAS, the Purchase includes 19 sets (coat and pants) of firefighting turnout gear; and

WHEREAS, Air One Equipment Inc. provided a purchase price of \$4,445 per set, which was negotiated with the manufacturer, Globe. The cost to purchase the same set through the national bidding contract HGAC is \$6,668.92 per set, and Source Well is \$5,601.89 per set; and

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

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

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

SECTION 2. That the formal bidding requirements are waived.

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

PASSED this 27th day of July 2026.

APPROVED this ____ day of July 2026.

CITY OF BLOOMINGTON

ATTEST

Dan Brady, Mayor

Leslie Smith-Yocum, City Clerk

EXHIBIT A

CITY OF BLOOMINGTON AGREEMENT WITH

Air One Equipment Inc.

FOR

Firefighter Turnout Gear (19 Sets)

THIS AGREEMENT, dated this ____ day of _____, 2026, is between the City of Bloomington, IL (hereinafter "CITY") and Air One Equipment 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/RFO & 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:

Air One Equipment Inc.
360 Production Drive
South Elgin, IL 60177
airone@aone.net

Copy to:

If to CITY:

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

Copy to:

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

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

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

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

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

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

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

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

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

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

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

CITY OF BLOOMINGTON

By: _____
Its City Manager

ATTEST:

By: _____
Its City Clerk

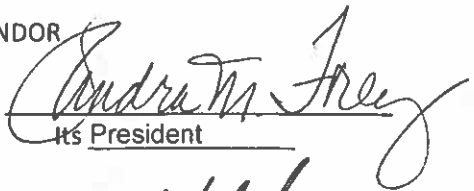
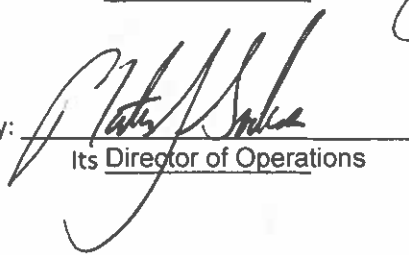
VENDOR
By: 
Its President
By: 
Its Director of Operations

EXHIBIT A
DESCRIPTION OF SERVICES/WORK PROVIDED

GLOBE G-EXTREME BUNKER COAT, BLOOMINGTON SPEC - Quantity - 19
GLOBE G-EXTREME BUNKER PANT, BLOOMINGTON SPEC - Quantity - 19
SHIPPING & HANDLING CHARGES ARE ADDED AS APPLICABLE - Quantity - 1

EXHIBIT B
COSTS/FEES

GLOBE G-EXTREME BUNKER COAT, BLOOMINGTON SPEC - Quantity - 19 @ \$2,395.00 each = \$45,505.00

GLOBE G-EXTREME BUNKER PANT, BLOOMINGTON SPEC - Quantity - 19 @ \$2,050.00 each = \$38,950.00

SHIPPING & HANDLING CHARGES ARE ADDED AS APPLICABLE - Quantity - 1 @ \$285.00

Total = \$84,740.00



360 Production Drive
 South Elgin, IL 60177
 Phone: 847-289-9000
 Fax: 847-289-9001
 Email: airone@aoc.net

QUOTATION

Prices valid for 7 days only due
 to daily tariff increases.

Date	Quote #
6/29/2026	53583

Sold To
BLOOMINGTON FIRE DEPT 310 NORTH LEE BLOOMINGTON, IL 61701

Ship To
BLOOMINGTON FIRE DEPT 310 NORTH LEE BLOOMINGTON, IL 61701

PLEASE DO NOT PAY OFF OF THIS QUOTE. A FINAL INVOICE WILL BE SENT ONCE ORDER IS COMPLETE.		Quoted By	P.O. No.	Terms	Salesman
				Net 30	BG
Item	Description	Qty	Cost	Amount	
BLOOMINGTON GX3 COAT	GLOBE: BLOOMINGTON SPEC G-XTREME 3.0 BUNKER COAT, INNOVATE MOISTURE BARRIER	19	2,395.00	45,505.00	
BLOOMINGTON GPS PANTS	GLOBE: BLOOMINGTON SPEC GLOBE PANTS SYSTEM, INNOVATE MOISTURE BARRIER	19	2,050.00	38,950.00	
SHIPPING & HANDLING	SHIPPING & HANDLING CHARGES ARE ADDED AS APPLICABLE	1	285.00	285.00	

Shipping and delivery charges are added when invoiced unless otherwise noted. At present, all quoted shipping/lead times are non-binding estimates only.		Subtotal	\$84,740.00
3% PROCESSING FEE FOR CREDIT CARD PAYMENTS OVER \$500		Sales Tax (0.0%)	\$0.00
All returns after 30 days of delivery will incur a 20% restocking fee. See Return Policy for more information. Items ordered in connection with natural disasters, pandemic, etc. cannot be returned or cancelled after 10 days of Seller's receipt. **The IL Bill HB2409 mandates notification that these products may contain PFAS chemicals to accomplish the desired degree of product functionality and/or protection. For more information, visit www.ilga.gov		DO NOT PAY- INVOICE TO FOLLOW	
		Total	\$84,740.00



For City Council: July 27, 2026

Ward Impacted: Ward 6

Subject: Consideration and Action on a Resolution Approving a Bid Waiver and an Agreement with Anderson Electric, Inc., for the Re-establishment of the Main Power Service to 120 North Center Street, in the Amount of \$176,300

Recommended Motion: The proposed Resolution be approved.

Strategic Plan:

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

Background: The Old Commerce Bank building at 120 North Center Street experienced a disruption to its main power service after it was determined that the existing electrical supply conflicted with construction needs associated with the Front and Center demolition project. Project partners met onsite with Ameren Illinois to evaluate conditions at both sites and identify the most efficient and appropriate path forward. Following this assessment, Ameren staff determined that the building's main disconnect and electrical supply cabinets had significantly deteriorated and could not be safely operated. This resulted in the discontinuation of the building's main power feed, prompting City staff to work closely with Ameren to develop a safe and timely solution for restoring electrical service.

Facilities Management collaborated with Ameren Engineering to define the specific power supply requirements for the site to meet current service standards. Staff felt it was in the best interest of the City to work with Anderson Electric Inc. due to the critical need for responsiveness, as Anderson is a local contractor with extensive experience and highly qualified electricians who have worked on numerous City facilities. Anderson Electric is a member of both the International Brotherhood of Electrical Workers ("IBEW") and the National Electrical Contractors Association ("NECA") and is familiar with the City's infrastructure and operational needs and was able to work in conjunction with the City and Ameren Engineering to expedite this project. Anderson Electric has signed the PLA Letter of Assent for this work/project.

Restoring power to the former bank building is technically complex due to its size, seven-story configuration, historic character, and the importance of preserving the structure as a potential future redevelopment opportunity in the Downtown area. Acting promptly is necessary to safeguard the facility and prevent environmental degradation caused by prolonged periods without power. Extended delays also pose risks to life safety systems, including fire detection and notification equipment that rely on a stable electrical supply.

To support timely restoration of service and protect the City's investment, Administration –

Facilities Management requests approval of a Bid Waiver and authorization of an agreement with Anderson Electric Inc. in the amount of \$176,300 for the main power service re-establishment at 120 North Center Street.

Community Groups/Interested Persons Contacted: Ameren Illinois, Catalyst Construction, Development Services Department, Anderson Electric, Inc.

Financial Impact: If approved, the City will enter into the above-mentioned agreement with Anderson Electric, Inc., in the Amount of \$176,300. This is not included in the FY 2027 Budget and if necessary at year-end a budget amendment will be presented to City Council for consideration. This repair service will be paid from the Capital Improvement-Other Professional & Technical Services account (40100100-70220). Stakeholders can locate the Capital Improvement Fund Budget in the FY 2027 Budget Book titled "Other Funds & Capital Improvement" beginning on page 79.

Attachments:

1. Resolution
2. Resolution - Exhibit A - Anderson Agreement
3. Resolution - Exhibit B - Anderson Electric Signed PLA Letter of Assent

RESOLUTION NO. 2026 - ____

**A RESOLUTION (1) WAIVING THE FORMAL BIDDING REQUIREMENTS; AND (2)
AUTHORIZING AN AGREEMENT WITH ANDERSON ELECTRIC, INC., FOR THE RE-
ESTABLISHMENT OF THE MAIN POWER SERVICE TO 120 NORTH CENTER STREET, IN
THE AMOUNT OF \$176,300**

WHEREAS, subject to the provisions of the City Code, City staff are recommending waiving the formal bidding requirements and approving an agreement with Anderson Electric, Inc. (Exhibit A), for the re-establishment of the main power service to 120 North Center Street, in the amount of \$176,300; and

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

WHEREAS, the City of Bloomington ("City") owns, and will maintain, the facility formerly known as the Old Commerce Bank in the Downtown of the City; and

WHEREAS, the disruption to the building's main power service was determined to be due to the existing electrical supply conflicting with construction needs associated with the Front and Center demolition project, and the Project partners met onsite with Ameren Illinois to evaluate conditions at both sites and identify the most efficient and appropriate path forward; and

WHEREAS, the Ameren staff determined that the building's main disconnect and electrical supply cabinets had significantly deteriorated and could not be safely operated; and

WHEREAS, the Facilities Management staff collaborated with Ameren Engineering to define the specific power supply requirements for the site to meet current service standards and engaged Anderson Electric Inc., a longstanding local contractor with extensive experience working on City facilities; and

WHEREAS, restoring power to the former bank building is technically complex due to its size, seven-story configuration, historic character, and the importance of preserving the structure as a potential future redevelopment opportunity in the downtown and acting promptly is necessary to safeguard the facility and prevent environmental degradation caused by prolonged periods without power; and

WHEREAS, staff felt it was in the best interest of the City to work with Anderson Electric, Inc. ("Anderson") due to the critical need for responsiveness, as Anderson is a local contractor with extensive experience and highly qualified electricians who have worked on numerous City facilities and were able to work in conjunction with the City and Ameren Engineering to expedite the project; and

WHEREAS, extended delays also pose risks to life safety systems, including fire detection and notification equipment that rely on a stable electrical supply and to support timely restoration of service and protect the City's investment, Administration – Facilities Management requests approval of a Bid Waiver and authorization of an agreement; and

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

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

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

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

PASSED this 27th day of July 2026.

APPROVED this ____ day of July 2026.

CITY OF BLOOMINGTON

ATTEST

Dan Brady, Mayor

Leslie Yocum, City Clerk

EXHIBIT A

**CITY OF BLOOMINGTON AGREEMENT WITH
ANDERSON ELECTRIC INC.**

FOR

120 N. Center St. Main Power Service Re-establishment

THIS AGREEMENT, dated this ____ day of JULY, 2026, is between the City of Bloomington, IL (hereinafter "CITY") and ANDERSON ELECTRIC 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:

kt

☒

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:
Request for Price - 120 N. Center St. Main Power Service Re-establishment (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:

ANDERSON ELECTRIC INC.
3501 6th Street Frontage
Rd W
Springfield, Illinois 62703
BECKYR@ANDERSON-
electric.com

Copy to:
ANDERSON ELECTRIC INC.
1609 S Morris Avenue
Bloomington, Illinois 61701
keitht@anderson-
electric.com

If to CITY:

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

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

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

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

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

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

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

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

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

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

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

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

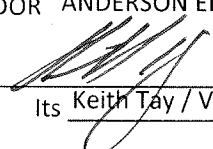
CITY OF BLOOMINGTON

By: _____
Its City Manager

ATTEST:

By: _____
Its City Clerk

VENDOR ANDERSON ELECTRIC, INC

By: 
Its Keith Tay / Vice President

By: 
Its Rebecca Aper / Asst Corp Secretary

EXHIBIT A
DESCRIPTION OF SERVICES/WORK PROVIDED

Anderson Elect. And Ameren IL Power:

I am requesting a Quote and Approval for the re-establishment of the main electrical service to the Old Commerce Bank Building located at 120 N. Center St., Bloomington, IL.

The facility requires a new 208Y/120V, 1600-amp main service to replace the previously removed utility service (during demolition of Front and Center Building). We are seeking confirmation of all requirements, clearances, metering specifications, and installation standards in accordance with:

- City of Bloomington electrical permitting requirements
- International Building Code (IBC)
- National Electrical Code (NEC)
- Ameren Illinois Commercial Engineering and Service Standards

Please provide the applicable design criteria, required documentation, utility-side equipment specifications, and any site-specific considerations that must be addressed prior to service installation. If a site visit or additional information is needed, I will be happy to coordinate.

Thank you for your assistance. I look forward to your guidance so we can proceed with compliant design and construction planning.

Ameren IL Electric Service Manual<<https://www.ameren.com/-/media/illinois-site/files/construction-services/ameren-service-manual-11-1-2022.ashx> >

Ameren Approved Meter Mounting Equipment Link<<https://www.ameren.com/-/media/corporate-site/files/servicemanual/ameren-approved-meter-mounting-products-list-2019.ashx?la=en&hash=29F83E0F2ADC61BB8079A88388D0ED197EEBA07A> >

City of Bloomington
Facilities Management



1609 S. Morris Avenue | Bloomington, IL 61701
Phone: (309) 828-4422 | Fax: (309) 827-6431

Proposal

Date: 7/10/2026

City of Bloomington 301 E. Jackson Street Bloomington, IL 61701 Attn: Josh Ftacek	Phone	
	Job Name	120 N. Center Street Electrical Service
	Job Location	Bloomington, IL
	Architect	Date of Plans

Included-

- 1) Furnish and install 1600A 120/208 three phase pad mounted CT cabinet with CT meter base per Ameren standards.
- 2) Extend existing (4) 4" PVC conduits from transformer vault to CT cabinet location.
- 3) (4) 750AL XHHW conductors per conduit from vault to CT cabinet and also CT cabinet to switchboard inside of building.
- 4) (4) 4" PVC conduits from CT cabinet to switchboard.
- 5) Refeed with AL conductors (1) 800A, (3) 400A, and (1) 225A electrical panelboards or loads.
- 6) Junction boxes and isotaps as required.
- 7) Demolition of existing electrical equipment.
- 8) All of our own excavation and backfill.
- 9) I figured covering the (4) 4" conduits on the exterior of the building with concrete.
- 10) Grounding of new electrical service.
- 11) Energization of switchboard and panels that are fed off of it. We will not energize anything inside of the building.
- 12) No cost electrical permit.

Excluded –

- 1) Utility company fees, if any.
- 2) Material sales tax.
- 3) New panelboards or electrical equipment on the interior of the building.

Please feel free to contact me with any questions concerning this proposal. I thank you for the opportunity to offer a proposal for this project.

We Propose to furnish the scope of work outlined above, for the sum of:

One Hundred Seventy-Six Thousand Three Hundred xx dollars \$176,300.00

Payment to be made as follows: Net 30 Days

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above scope involving extra costs will be done only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond the control of Anderson Electric, Inc. Owner to carry fire, tornado and other necessary insurance.

Authorized
Signature

Keith Tay, Branch Manager / Bloomington

Note: This proposal is subject to a mutually acceptable contract and may be withdrawn by us if not accepted within 30 days.

Acceptance of Proposal – The above scope of work and conditions are satisfactory and hereby accepted. You are authorized to proceed with the work and payment will be made as outlined above.

Signature

Date of Acceptance:

Name & Title

Extension Name: Summary #1

Item # Item Name

Combined->Combined->Combined->Combined

Job Specific

Item #	Item Name	Quantity	Price 1	Ext Price 1	Bid Lbr	Lbr Fac	Bid Lbr Ext	CCode	% Ext Hour	% Ext Price
Combined->Combined->Combined->Combined->Combined										
Job Specific										
60001	Demo	1.00	\$250.00 E	\$2,350.00	120.00 E	1.00	124.00	565.80	100.00%	100.00%
60002	Link Seals	4.00	\$150.00 E	\$600.00	1.00 E	1.00	4.00	120.00	21.92%	6.80%
60003	Grounding	1.00	\$1,500.00 E	\$1,500.00	0.00 E	1.00	0.00	4.00	21.21%	0.72%
100 - Feeder R/I										
865	2 1/2 EMT	75.00	\$708.45 C	\$10,457.40	8.00 C	1.00	128.82	565.80	0.71%	1.74%
868	4 EMT	375.00	\$1,096.62 C	\$4,112.33	14.00 C	1.00	52.50	6.00	0.00%	4.34%
1030	2 1/2 EMT COUPL S/C	7.50	\$1,846.25 C	\$138.47	13.00 C	1.00	0.98	6.00	22.77%	30.25%
1033	4 EMT COUPL S/C	37.50	\$2,761.72 C	\$1,035.65	20.00 C	1.00	7.50	6.00	1.06%	1.54%
1215	4 GRC 90 ELBOW	4.00	\$200.00 E	\$800.00	1.10 E	1.00	4.40	52.50	9.28%	11.90%
1223	4 GRC 30" LR 90 ELBOW	8.00	\$200.00 E	\$1,600.00	1.10 E	1.00	8.80	0.98	0.17%	0.40%
2676	4 LOCKNUT	4.00	\$1,070.56 C	\$42.82	3.00 C	1.00	0.12	7.50	1.33%	3.00%
3829	1-5/8" STRUT	200.00	\$370.63 C	\$741.27	5.00 C	1.00	10.00	4.40	0.78%	2.31%
3836	3/8" SQ WASHER	50.00	\$57.00 C	\$28.50	1.50 C	1.00	0.75	8.80	1.56%	4.63%
3842	3/8" SPRING NUT	50.00	\$66.00 C	\$33.00	1.50 C	1.00	0.75	0.12	0.02%	0.12%
3849	4 HOLE INSIDE STRUT 90	20.00	\$246.00 C	\$49.20	6.00 C	1.00	1.20	10.00	0.02%	0.12%
4617	4 CONDUIT HANGER	46.88	\$8.84 E	\$414.56	0.24 E	1.00	11.25	0.12	1.77%	2.14%
4627	2-1/2 COND HGR W/3OLT	9.38	\$193.14 C	\$18.11	13.00 C	1.00	1.22	0.75	0.13%	0.13%
4958	4 PVC 40	80.00	\$685.99 C	\$548.80	11.00 C	1.00	8.80	0.21%	0.13%	0.14%
5103	4 PVC MALE TERM	4.00	\$793.92 C	\$31.76	36.40 C	1.00	1.46	1.20	1.99%	1.20%
5129	4 PVC COUPLING	12.00	\$456.89 C	\$54.83	36.40 C	1.00	4.37	0.05%	0.22%	0.05%
5151	4 PVC FEMALE ADPT	24.00	\$1,153.28 C	\$276.79	36.40 C	1.00	8.74	1.59%	0.26%	1.59%
150 - Branch R/I										
3388	5/16-18 X 1/2 CAP SCREW	9.38	\$6.12 C	\$0.57	3.00 C	1.00	0.28	0.09%	0.77%	1.54%
3394	3/8-16 X 3/4 CAP SCREW	46.88	\$10.06 C	\$4.71	3.00 C	1.00	1.41	3.66%	2.21%	3.66%
4597	5/16-18 APP BEAM CLAMP	9.38	\$225.60 C	\$21.15	12.00 C	1.00	1.13	0.00%	0.05%	0.05%
4598	3/8-16 APP BEAM CLAMP	46.88	\$238.50 C	\$111.80	12.00 C	1.00	5.63	0.25%	0.25%	0.25%
15523	18X18X4" NEMA 3R RT J-BOX	4.00	\$282.16 E	\$1,128.62	1.02 E	1.00	4.08	0.20%	0.20%	0.20%
200 - Dist. Gear										
8291	1600A CT CAN	1.00	\$0.00 Q	\$0.00	15.00 E	1.00	15.00	0.99%	0.72%	11.66%
8616	1600 AMP MDP (SERVICE)	1.00	\$0.00 Q	\$0.00	48.00 E	1.00	48.00	0.00%	0.00%	2.65%
8680	C T METER BASE	1.00	\$0.00 Q	\$0.00	3.00 E	1.00	3.00	0.00%	0.00%	8.48%
300 - Feeder Wire										
198	1 XHHWAL STRANDED	75.00	\$739.99 M	\$55.50	8.00 M	1.00	0.60	0.53%	31.44%	31.44%
199	1/0 XHHWAL STRANDED	500.00	\$831.06 M	\$415.53	9.00 M	1.00	4.50	0.11%	0.11%	0.11%
204	300 XHHWAL STRANDED	300.00	\$2,286.17 M	\$685.85	16.00 M	1.00	4.80	0.80%	0.80%	0.80%
209	750 XHHWAL STRANDED	4,000.00	\$4,428.79 M	\$17,715.16	42.00 M	2.00	168.00	1.98%	0.85%	0.85%
500 - Devices/Term/Conn										
5626	750 SW-13 CU/AL SP_LIT BOLT	20.00	\$80.95 E	\$1,623.72	1.50 E	1.00	30.00	29.69%	51.24%	51.24%
100 - Feeder R/I										
500 - Devices/Term/Conn										

Job Name: COB 120 N. Center St. Service
Job Number: 8337
Extension Name: Summary #1

5740 400A CIRCUIT TERM	[ItemsAndByproducts]				Material Filter: <None>	
	32.00	\$0.15 E	\$4.80	0.83 E	1.00	26.56 TERM
			\$34,570.03			565.80
					100.00%	100.00%
					0.01%	4.69%
					Report: Price 1 & Bid Labor	



Expiration Date: 07/27/26

Quotation

TO:

ANDERSON ELECTRIC BT ONLY
 CONSOLIDATED ACCOUNT
 3501 S 6TH ST. HWY W, STE 1
 SPRINGFIELD, IL 62703

Project Info:

Project: 120 N Center St.
 Job #: 69388
 Bid Date: 07/13/26
 Bid Time: 01:00 PM CDT
 Quoter: BOBBY DELANEY

Type	Quantity	Vendor	Description	Unit or Lot#	Unit Price	Ext Price
CT cabinet	1	ERICKSON	PMCT164AMR 5 week lead time	Unit	6,356.000/EA	6,356.00
Meter	1	Stock	MILB U4497-XL-WC-61-AMS 13TERM 3PH 4W PREWIRED METER	Unit	750.210/ea	750.21
SWBD	1	SCHNEIDE	1600a FlexSet per Q-7155067 5-8 week lead time. We have all of the parts in stock right now, so it is just a matter of locking them down and then the labor to build. You will need to come to the panel shop to pick it up.	Unit	62,500.000/EA	62,500.00

From:

ECHO ELECTRIC SBLM
 OFFICE 309-663-5331
 902 FOUR SEASONS RD
 BLOOMINGTON, IL 61701-1285
 Printed By: BOBBY DELANEY

Total

69,606.21

Notes

All transactions are subject to and exclusively governed by our Term and Conditions of Sale, which are incorporated herein and available at: <https://www.echoelectric.com/terms#sale>. Additional or conflicting terms are rejected, void, and of no force or effect.

7/10/2026 12:03:08 PM



Prepared By:

Bobby Delaney
SPRINGFIELD ELECTRIC SUP CO
902 Four Seasons Rd.
Bloomington, IL 61701
bdelaney@springfieldelectric.com
D:3096635335

Proposal Name: 120 N Center St.

Quote Name: 120 N Center St.

Proposal Number: P-260709-6193989

Quote Number: Q-7155067

Through Addenda Number: 0

Sales Representative: Greg Thompson

Conditions of Sale

This Quotation is subject to Coordinated Project Terms. See <https://www.se.com/us/en/download/document/0100PL0043/>

Quoted price in currencies other than U.S. Dollars is per the annual Schneider Electric exchange guidance.
Quote is valid for 30 days. Quoted lead times are approximate and subject to change.

Schneider Electric reserves the right to amend, withdraw or otherwise alter this submission without penalty or charge as a result of any event beyond its control arising from or due to the current Covid-19 epidemic or events subsequent to this epidemic / pandemic including changes in laws, regulations, by laws or direction from a competent authority.



Proposal Name: 120 N Center St.

Quote Name: 120 N Center St.

Quote Number: Q-7155067

Quote Date:

Seq #	Qty	Product Description
1	1	Designation : Product Details: 1 - FLEXCOVER-FlexSeT Side covers ----- FlexSeT Switchboard Designed and Tested in accordance with: UL 891/NATIONAL ELECTRIC CODE/NEMA PB-2 System Voltage - 480Y/277V 3Ph 4W 60Hz System Ampacity - 1600A Source Description - Single Main Bussing - Silver Plated Copper Copper Ground Bus Ground Lug provided for each device Neutral Bus - 100% Max Available Fault Current (RMS) - 65kA Accessibility: Front Only Enclosure - Type 1 Exterior Paint Color - Signal White RAL 9003 Seismic Qualified QID# - 192849 Dimensions ----- 2 - 36" Wide Section(s) 2 - 24" Deep Enclosure(s) Dimensions: 72.00" W X 24" D X 91.5" H Estimated Shipping Weight: Section 1 1243 lbs / 564 kgs Section 2 953 lbs / 432 kgs Complete Lineup: 2196 lbs / 996 kgs Incoming Requirements ----- Suitable for Use As Service Entrance Entry Point: Left of Lineup, Through the Top Connection Type: Cable Main ----- 1 - 1600AS/1600AT 480V 100% Rated 65 kA 3 Pole UL, Fixed Mounted Electronic Trip Circuit Breaker: Type RK Ammeter Trip - LSIG SPD with Surge Rating 240kA SPD Dry Contacts Includes Surge Counter Maintenance Mode Switch Feeders ----- 4 - 400AS/400AT 480V 80% Rated 65 kA 3 Pole UL, Group Mounted Electronic Trip Circuit Breaker: Type LJ 1 - 800AS/800AT 480V 80% Rated 65 kA 3 Pole UL, Group Mounted Electronic Trip Circuit Breaker: Type MJ Common Feeder Features: Standard Trip - LI 1 - FLEX2000-1600 & 2000A Main bussing 1 - FLEXICR-Instrument Compartment and R Frame Kit 1 - FLEXINSTRCOMPT-FlexSeT Instrument Chassis Kit 1 - S33929-CIRCUIT BREAKER DOOR ESCUTCHEON COVER 1 - FLEXIMAMMS-FlexSeT MMS kit/24V Power Supply Kit 1 - FLEXIMA480SPD-Individually mounted SPD2 kit 480/277 V



Proposal Name: 120 N Center St.

Quote Name: 120 N Center St.

Quote Number: Q-7155067

Quote Date:

- 1 - RKF36160CU44AFLEX-CIRCUIT BREAKER 600V 1600A FOR FLEX SET
- 1 - FLEXNCT2000-Neutral CT for main 400-2000A
- 1 - FLEXILINEC2000-I-Line single row 2000A Cu
- 1 - FLEXILINEK-I-Line single row Kit
- 1 - FLEXBRIDGE2000-2000A Bus Bridge
- 3 - FLEXPON1200-1200A Plug on N
- 8 - HLW1BL1-I-LINE PANEL 1.5 BLANK EXTENSION
- 4 - LJA36400U31X-MOLDED CASE CIRCUIT BREAKER 600V 400A
- 1 - MJA36800E10-Molded Case Circuit Breaker 600V 800A
- 2 - HNM1BL1-BLANK FILLER I-LINE 1.5 QTY 1
- 4 - HNM4BL1-BLANK FILLER I-LINE 4.5 QTY 1
- 4 - HLW4BL1-I-LINE PANEL 4.5 BLANK EXTENSION

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/13/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Cottingham & Butler 800 Main St. Dubuque IA 52001		CONTACT NAME: PHONE (A/C, No, Ext): 888-785-4677 E-MAIL ADDRESS: FAX (A/C, No): 563-583-7339	
INSURED Anderson Electric Inc 3501 6th Street Frontage Rd W Springfield IL 62703		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Arch Insurance Company	
		INSURER B: Berkley Assurance Company	
		INSURER C: The Continental Insurance Company	
		INSURER D:	
		INSURER E:	
INSURER F:		NAIC #	

COVERAGES

CERTIFICATE NUMBER: 341720779

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. *LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. LIMITS SHOWN ARE INCLUSIVE OF AMOUNTS REQUESTED BY THE CERTIFICATE HOLDER AND MAY NOT REFLECT POLICY LIMIT AMOUNTS IN EXCESS OF THOSE REQUESTED. *Not Applicable in WY

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☒ PROJECT ☒ LOC OTHER:			ZAPKG6603603	11/1/2025	11/1/2026	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY			ZACAT6605203 ZAPKG6603603	11/1/2025 11/1/2025	11/1/2026 11/1/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☒ RETENTION \$ 10,000			8035242533	11/1/2025	11/1/2026	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	ZAWCI6604403	11/1/2025	11/1/2026	☒ PER STATUTE ☐ OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Prof Liability Pollution			PCXB-5026291-1124 PCXB-5026291-1124	11/1/2025 11/1/2025	11/1/2026 11/1/2026	Agg/Occ 2,000,000 Agg/Occ 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: AEI Job #426018 120 N. Center St. Main Power Service Re-establishment
 City of Bloomington, its employees and officials are additional insured on the General Liability and Auto policy on a primary, non-contributory basis per written contract between the named insured and the certificate holder that requires such a status subject to the terms and conditions of the endorsement attached to the policy.

CERTIFICATE HOLDER

CANCELLATION

City of Bloomington
 Legal Department
 109 E. Olive St.
 Bloomington IL 61702

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



ACORD 25 (2025/12)

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EXHIBIT B

PROJECT LABOR AGREEMENT

Between

Livingston & McLean Counties Building
& Trades Council



And

City of Bloomington



ARTICLE I - PURPOSE

This Project Labor Agreement (“PLA” or “Agreement”) is entered into this _____ day of _____, 2024 by and between the City of Bloomington (hereinafter “City”) and the Livingston & McLean Counties Building & Trades Council (“Building Trades”) acting on behalf of their respective affiliates and members whose names are subscribed hereto and who have, through their duly authorized officers, entered into and executed this Agreement (hereinafter collectively referred to as “Union” or “Unions”), regarding City of Bloomington construction projects exceeding \$50,000 that fall within the scope of this agreement (“Project” or “Projects”).

Unless waived due to one or more of the reasons stated in City Code (see Article II, below), this PLA shall apply to Construction Work (as defined herein) performed by a Prime Contractor selected by the City and each of its subcontractors of whatever tier engaged in onsite construction work within the scope of this Agreement. The City shall include, directly or by incorporation by reference, the requirements of this Agreement in the advertisement of and/or specifications for every Project to be awarded by the City.

The term "Contractor" shall include all construction contractors and subcontractors of whatever tier engaged in onsite construction work within the scope of this Agreement.

City, Union, and Contractor (collectively hereafter referred to as “Parties”) acknowledge agree that Projects authorized by the City of Bloomington are important to the development of City of Bloomington and its long-term goal to meet the needs and safety of its citizens. The Parties recognize the need for the timely completion of all Projects without interruption or delay. This Agreement is intended to enhance this cooperative effort through the establishment of a framework for labor management cooperation and stability.

Contractor(s) and Unions agree that the timely construction of Projects may require employees from construction and supporting crafts possessing skills and qualifications that are vital to completion, and further agree to work together to furnish adequate numbers of required skilled, efficient craft workers for the efficient and quality construction of the Project.

Further, the Parties desire to mutually establish and stabilize wages, hours and working conditions for the craft workers on this construction project, and to encourage cooperation between the Contractor(s) and Unions to the end that a satisfactory, continuous and harmonious relationship will exist between the Parties.

Therefore, in recognition of the needs of a Project and to maintain a spirit of harmony, labor-management peace, and stability during the term of this Agreement, the parties agree to abide by the terms and conditions in this Agreement, and to establish effective and binding methods for the settlement of all misunderstandings, disputes or grievances which may arise. Further, the Contractors shall agree not to engage in any lockout, and the Unions agree not to engage in any strike, slow-down, interruption or other disruption of or interference with the work covered by this Agreement.

ARTICLE II - SCOPE OF AGREEMENT

Section 1. This Agreement shall apply to Projects with a total projected cost over \$50,000.00, and is limited to the recognized and accepted historical definition of any and all publicly bid work under the direction of and performed by the Contractor(s) who have contracts awarded for such work on the Project. Such work shall include on site work and fabrication work offsite by the trade who will install that fabricated product. This excludes products or materials manufactured by an established manufacturer or fabricator for the project.

The Project is defined as the scope of work on site for the City of Bloomington Project in Bloomington, Illinois.

It is agreed that the City shall require all Contractors of whatever tier, who have been awarded contracts for publicly bid work covered by this Agreement, to accept and be bound by the terms and conditions of this Agreement by executing the Letter of Assent (Attachment A) prior to commencing work. ***The City shall, in its bid documents, require compliance with this Agreement by the Contractors, unless such requirement is waived in accordance with City Code which may include a determination by the City that a PLA requirement does not advance one or more of the interests of cost, efficiency, quality, safety, timeliness, skilled labor force, and labor stability and/or the City's policy to advance minority-owned or female-owned business, or businesses utilizing minority and female workers. It is further agreed that, where there is a conflict, City policy, state statutes and federal laws will take precedence followed then by the terms and conditions of Agreement which shall supersede and override terms and conditions of all other national, area, or local collective bargaining agreements.***

Section 2. Nothing contained herein shall be construed to prohibit, restrict, or interfere with the performance of any other operation, work, or function which may occur at the Project site or be associated with the development of the Project.

Section 3. This Agreement shall be binding only on the Local Union signatories, the City, and the Project's Contractors who provide work on the Project, and, except for the third paragraph of Article II, Section 1 hereof, this Agreement shall not apply to their parents, affiliates, subsidiaries, owners or partners.

Section 4. The Contractors agree to be bound by the terms of the Collective Bargaining Agreements and amendments thereto of the affiliates of the Livingston & McLean Counties Building & Trades Council and the applicable employers association, if any. Such agreements are incorporated herein by reference. In order to comply with the requirements of the various fringe benefit funds to which the Contractor is to contribute, the Contractor shall sign such participation agreements as are necessary. If there is a violation of this section, the City may elect to move forward with the grievance process outlined in this Agreement.

Section 5. The City will follow its procurement code for awarding bids for these projects without reference to the existence or nonexistence of any agreements between such bidder and any party to this Agreement, provided that such bidder, as a condition of such selection, accedes to become a party and to be bound to this Project Labor Agreement in the event of a successful bid. Nothing herein shall interfere with the City's rights to select the lowest qualified responsible bidder, without

regard to union or nonunion status at other construction sites or require said bidder to adhere to the terms of this Project Labor Agreement other work not related to the Project or beyond the term of its Letter of Assent. ***It is understood that where there is a conflict, City policy, state statutes and federal laws will take precedence followed then by the terms and conditions of this Project Labor Agreement which shall supersede and override terms and conditions of all other national, area, or local collective bargaining agreements.***

Section 6. The following items are specifically excluded from this Agreement: the furnishing and/or delivery of materials, supplies, or equipment, and the installation of specialty systems, materials, equipment, and products. However, the delivery of concrete, sand, gravel, asphalt, ready mix, and aggregate is included. "Specialty work" refers to tasks that a trade has not historically performed or for which there is no established precedent regarding skills or employee provision. The City and Contractors may make determinations concerning warranties and exceptional items.

Section 7. Nothing contained herein shall be construed to prohibit or restrict the City and/or its employees from performing work on the Project site that is not covered by this Agreement. As areas and systems of the Project are inspected and construction tested by the Contractors and accepted by the City, the Agreement will not have further force or effect on such items or areas, except when the Contractors are directed by the City to engage in repairs, modifications, check-out, and warranty functions required by its contract with the City during the term of this Agreement.

Section 8. It is understood that the City, at its sole option, may terminate, delay and/or suspend any or all portions of the Project at any time.

Section 9. It is understood that the liability of any employer and the liability of the separate unions under this Agreement shall be several and not joint except as otherwise provided by law. Unions agree that this Agreement does not have the effect of creating any joint employer status between or among the City, the Contractor(s) or any other employer, except as otherwise provided by law.

Section 10. Authorized representative(s) of the Livingston & McLean Counties Building & Trades Council and the applicable employers association, if any, and their affiliated unions, shall have access to the Project consistent with applicable Collective Bargaining Agreements and City of Bloomington policies regarding visitors and safety.

ARTICLE III - UNION RECOGNITION

Section 1. Contractors recognize the signatory unions as the sole and exclusive bargaining representatives of all craft employees within their respective jurisdiction working on the Project within the scope of this Agreement. ***It is further agreed that, where there is a conflict, City policy, state statutes and federal laws will take precedence followed then by the terms and conditions of this Project Labor Agreement which shall supersede and override terms and conditions of all other national, area, or local collective bargaining agreements.***

Section 2. Each Union, which is a party to this Agreement, or its applicable Local Union, shall have the right to designate a working journeyman as a Steward. Such designated Steward shall be a qualified worker performing the work of the craft and shall not exercise any supervisory functions. Each Steward shall be concerned with the employees of his or her own employer and not with the

employees of any other employer. Stewards shall not be subject to layoff if qualified to perform the work and there is adequate work available for the craft.

ARTICLE IV - MANAGEMENT' S RIGHTS

Section 1. The City and Contractors retain full and exclusive authority for the management of their operations. Except as otherwise limited by the terms of this Agreement, City policy, and/or state/federal law, Contractors shall direct their working forces at their prerogative, including, but not limited to, hiring, promotion, transfer, lay-off or discharge for just cause. No rules, customs, or practices shall be permitted or observed which limit or restrict production, or limit or restrict the working efforts of employees. The Contractors shall utilize the most efficient method or techniques of construction, tools, or other labor-saving devices. Unless specified in the Project or as required by law, there shall be no limitations on production by workers or restrictions on the full use of tools or equipment. If the Contractor is not billing on a time and materials basis, the City shall place no restriction, other than may be required by safety or security regulations, on the number of employees assigned to any crew or to any service. The City maintains the right to require changes to design and/or materials as project needs may require, or as necessary to meet the best interest of the City.

Section 2. The Project Contractor and Contractors retain full and exclusive authority for the management of their operations. Except as otherwise limited by the terms of this Agreement, by City policy, and/or by federal/state/local law, the Contractors shall direct their working forces at their prerogative, including, but not limited to hiring, promotion, transfer, lay-off or discharge for just cause. No rules, customs, or practices shall be permitted or observed which limit or restrict production, or limit or restrict the working efforts of employees. Contractors shall utilize the most efficient method or techniques of construction, tools, or other labor-saving devices. Unless specified in the Project or as required by law, there shall be no limitations on production by workers or restrictions on the full use of tools or equipment. There shall be no restriction, other than may be required by safety or security regulations, on the number of employees assigned to any crew or to any service.

Notwithstanding the above, Parties acknowledge that change orders may become necessary due to unexpected circumstances, and the City may require changes to design and/or materials as necessary to meet Project requirements or objectives.

ARTICLE V - WORK STOPPAGES AND LOCKOUTS DUE TO LABOR ISSUES

Section 1. During the term of this Agreement, there shall be no strikes, picketing, work stoppages, slowdowns or other disruptive activity for any reason by the Union, its applicable Local Union or by any employee at any City site, and there shall be no lockout by the Contractor or the City. Failure of any Union, Local Union or employee to cross any picket line established at the Project site is a violation of this Article.

Section 2. The Union and its applicable Local Union shall not sanction, aid or abet, encourage or continue any work stoppage, strike, sympathy strike, picketing or other disruptive activity at the project site or any other site, and shall undertake all reasonable means to prevent or to terminate

any such activity. No employee shall engage in activities which violate this Article. Any employee who participates in or encourages any activities which interfere with the normal operation of the Project shall be subject to disciplinary action, including discharge, and if justifiably discharged for the above reasons, shall not be eligible for rehire on the Project for a period of not less than ninety (90) days.

Section 3. Neither the Union nor its applicable Local Union shall be liable for acts of employees for whom it has no responsibility. The International Union General President or Presidents will immediately instruct, order and use the best efforts of his office to cause the Local Union or Unions to cease any violations of this Article. An International Union complying with this obligation shall not be liable for unauthorized acts of its Local Union. The principal officer or officers of a Local Union will immediately instruct, order and use the best efforts of his/her office to cause the employees of the Local Union to cease any violations of this Article. A Local Union complying with this obligation shall not be liable for unauthorized acts of employees it represents. The failure of the Contractor to exercise its right in any instance shall not be deemed a waiver of its right in any other instance.

ARTICLE VI - DISPUTES AND GRIEVANCES

Section 1. This Agreement is intended to provide close cooperation between management and labor. Each of the Unions will assign a representative to this Project for the purpose of completing the construction of the Project economically, efficiently, continuously, and without interruptions, delays, sympathy strikes or work stoppages.

Section 2. The City, Unions, and the employees, collectively and individually, realize the importance to all parties to maintain continuous and uninterrupted performance of the work of the Project, and agree to resolve disputes in accordance with the grievance-arbitration provisions set forth in this Article.

Section 3. Any unresolved questions or disputes arising out of and during the term of this Project Labor Agreement (other than trade jurisdictional disputes) shall be considered a grievance and subject to resolution under the following procedures:

Step 1. If Local Unions have an established grievance procedure in their collective bargaining agreement, grievances shall be referred to the Local Union's grievance procedures for resolution. If no Local Union procedure exists, proceed to Step 2

Step 2. a) When any employee subject to the provisions of the Agreement feels he or she is aggrieved by a violation of this Agreement, he or she, through his or her local union business representative or job steward, shall, within five (5) working days after having knowledge of the occurrence of the violation, give notice to the work-site representative of the involved Contractor stating the provision(s) alleged to have been violated. The business representative of the local union or the job steward and the work-site representative of the involved Contractor and the City shall meet and endeavor to adjust the matter within three (3) working days after timely notice has been given. The representative of the Contractor shall keep the meeting minutes and shall respond to the Union representative in writing (copying the Project Contractor) at the conclusion of the meeting but not later than twenty-four (24) hours

thereafter. If they fail to resolve the matter within the prescribed period, the grieving party may, within forty-eight (48) hours thereafter, pursue Step 3 of the Grievance Procedure, provided the grievance is reduced to writing, setting forth the relevant information concerning the alleged grievance, including a short description thereof, the date on which the grievance occurred, and the provision(s) of the Agreement alleged to have been violated.

b) Should the Local Union(s) or the City or any Contractor have a dispute with the other party and, if after conferring, a settlement is not reached within three (3) working days, the dispute may be reduced to writing and proceed to Step 3 in the same manner as outlined herein for the adjustment of an employee complaint.

c) Notify the City Manager within 48 hours if grievance has reached Step 2.

Step 3. The International Union Representative and the involved contractor shall meet within seven (7) working days of the referral of a dispute to this third step to arrive at a satisfactory settlement thereof. Meeting minutes shall be kept by the Contractor. If the parties fail to reach an agreement, the dispute may be appealed in writing in accordance with the provisions of Step 4 within seven (7) calendar days thereafter.

Step 4. a) If the grievance has been submitted but not adjusted under Step 3, either party may request in writing, within seven (7) calendar days thereafter, that the grievance be submitted to an Arbitrator mutually agreed upon by them. The Contractor and the involved Union shall attempt mutually to select an arbitrator, but if they are unable to do so, they shall request the American Arbitration Association to provide them with a list of arbitrators from which the Arbitrator shall be selected. The rules of the American Arbitration Association shall govern the conduct of the arbitration hearing.

The decision of the Arbitrator shall be final and binding on all parties. The fee and expenses of such Arbitration shall be borne equally by the Contractor and the involved Local Union(s).

b) Failure of the grieving party to adhere to the time limits established herein shall render the grievance null and void. The time limits established herein may be extended only by written consent of the parties involved at the particular step where the extension is agreed upon. The Arbitrator shall have the authority to make decisions only on issues presented to him or her, and he or she shall not have authority to change, amend, add to or detract from any of the provisions of this Agreement.

No action under this Section shall become a basis for a work stoppage under this Agreement.

ARTICLE VII - JURISDICTIONAL DISPUTES

Section 1. As used in this Agreement, the term "jurisdiction dispute" shall be defined as any dispute, difference or disagreement involving the assignment of particular work to one class or craft of employees rather than to any other employer, contractor, or organization on the site.

The assignment of work will be solely the responsibility of the Contractor performing the work involved; and such work assignments will be in accordance with ~~traditionally recognized craft trade jurisdiction and~~ the Plan for the Settlement of Jurisdictional Disputes in the Construction Industry (the "Plan") or any successor Plan.

Section 2. All jurisdictional disputes on this Project, between or among Building and Construction Trades Unions and employers shall be settled and adjusted according to the present Plan established by the North America's Building & Trades Council or any other plan or method of procedure that may be adopted in the future by North America's Building Trades Unions. Decisions rendered shall be final, binding and conclusive on the Contractors and Unions parties to this Agreement.

Section 3. All jurisdictional disputes shall be resolved without occurrence of any strike, sympathy strike, work stoppage, or slow-down of any nature, and the Contractor's assignment shall be adhered to until the dispute is resolved. Individuals violating this section shall be subject to immediate discharge.

Section 4. Equipment or material delivered to the job site will be unloaded promptly without regard to jurisdictional disputes which will be handled as per the provisions of this Agreement. The Contractor will supply the union with delivery schedules, allowing as much time as possible to verify the appropriate crafts will be available to unload the materials or equipment.

Section 5. Each Contractor will conduct a pre-job conference with the appropriate Building & Construction Trades Council prior to commencing work. The Project Contractor, the Owner and the City will be advised in advance of all such conferences and may participate if they wish.

ARTICLE VIII - SUBCONTRACTING

The City agrees that neither it nor any of its contractors or subcontractors will subcontract any work covered by the scope of this Agreement except to a person, firm or corporation who is or agrees to become party to this Agreement. Any contractor or subcontractor working on the Project shall, as a condition to working on said Project, become signatory to and perform all work under the terms of this Agreement. Attachment A requires a signature before work may commence. Excluding specialty type contractors or subcontractors and those described in Article II Section 6.

ARTICLE IX - APPRENTICES/TRAINEES/HELPERS/SUBJOURNEYMEN

Recognizing the need to maintain continuing support of programs designed to develop adequate numbers of competent and skilled workers in the construction industry, the Contractor will employ apprentices in the respective crafts to perform such work as is within their capabilities and which is customarily performed by the crafts in which they are indentured. The required ratio of apprentices for this Project shall be established in accordance with the ratios that exist in the current local collective bargaining agreement(s).

ARTICLE X - WAGES AND BENEFITS

Section 1. The wage rates and fringe benefit contributions applicable to this project shall be those in effect for comparable work in the respective Unions' local collective bargaining agreement with the historically recognized local employer bargaining group. It is agreed that Project Wage Schedule(s) will be made a part of this Agreement, and all employees covered by this Agreement shall be paid accordingly. It is further agreed that the Contractor will accept and adopt any subsequent wage rate and fringe benefit contribution increases or decreases negotiated during the

term of this Agreement. The City follows the Prevailing Wage Act which is congruent with the other terms of Article X Section I.

Section 2. If during the term of this Agreement a signatory Union's referenced local labor agreement fails to be renegotiated in a timely manner (i.e. prior to the expiration of the local agreement), the Unions agree that they will not under any circumstances strike, withdraw people from the project, or in any manner interrupt or impede the progress of the work. There shall be no lockout by the Contractor. The wage rates and fringe benefit contributions that are in effect prior to the expiration of the local agreement will be paid until such time as the wage rates and/or fringe benefit contributions are negotiated, at which time said wage rates and fringe benefit contributions will be implemented retroactively.

ARTICLE XI - REFERRAL OF EMPLOYEES

Section 1. The Contractor recognizes the Unions as the source of employment referrals. The appropriate Union will be contacted and shall refer all applicants for employment in accordance with the Union's established referral rules and practices.

Section 2. Selection of applicants for referral jobs shall be on a nondiscriminatory basis and shall not be based on, or in any way affected by, Union membership, bylaws, rules, regulations, constitutional provisions, or any other aspect or obligation of union membership, policies, or requirements. There shall be no discrimination against any employee or applicant for employment because of his or her membership or non-membership in the Union or based on race, creed, color, sex, age or national origin of such employee or applicants.

Section 3. Contractors and subcontractors may retain a percentage of their current workforce in addition to labor referred through the signatory labor organizations. This percentage may be included in the bid solicitation and subject to negotiation between the Parties upon award of the contract.

ARTICLE XII - LOCAL HIRING AND EQUITY COMMITMENT

Section 1. Purpose and Goals. The purpose of this provision is to ensure that local community members, particularly those from underserved populations, have equitable access to employment opportunities generated by this project. This will support local economic development, foster diversity, and promote inclusive growth within the community.

Section 2. Local Hiring Goals. Contractor shall strive to achieve the following goals regarding local hiring:

- a) **Minimum Local Hire Rate:** At least 30% of the total workforce employed on the project shall consist of residents from the local community.
- b) **Underserved Community Representation:** A minimum of 15% of the workforce shall be individuals from underserved communities, including but not limited to low-income individuals, minorities, and women.

Section 3. Equity Plans. Contractor shall develop and implement a comprehensive Equity Plan that includes:

- a) Assessment of Barriers: An analysis of potential barriers faced by local and underserved community members in accessing employment on the project.
- b) Outreach Strategies: Proactive strategies to engage and recruit workers from these communities, including partnerships with local organizations and community groups.
- c) Training and Development: Programs to provide training and skill development for local residents, aimed at enhancing employability and career advancement opportunities within the industry.

Section 4. Strategic Recruitment Policies. Contractor shall establish and adhere to the following recruitment policies:

- a) Targeted Outreach: Conduct outreach activities specifically aimed at attracting candidates from underserved communities, including job fairs, community meetings, and partnerships with local training programs.
- b) Support for Applicants: Provide assistance and resources for local residents to navigate the application process, including resume workshops and interview preparation sessions.
- c) Monitoring and Reporting: Regularly monitor and report on recruitment efforts and workforce demographics, ensuring transparency and accountability in meeting local hiring goals.

Section 5. Participation of Small Businesses

Contractor shall make concerted efforts to engage small businesses, particularly those owned by local and underserved community members, by:

- a) Subcontracting Opportunities: Setting aside at least 20% of the project's subcontracting opportunities for small businesses.
- b) Capacity Building: Providing support and resources to help small businesses compete for subcontracting opportunities, including mentoring and training programs.
- c) Partnership Development: Encouraging partnerships between large contractors and local small businesses to facilitate knowledge sharing and resource allocation.

Section 6. Compliance and Enforcement

Contractor shall include these local hiring and equity commitments in all subcontractor agreements. Non-compliance with these provisions may result in penalties, including but not limited to financial penalties or suspension of contract activities.

Section 7. Review and Adjustment

The goals and strategies outlined in this provision will be reviewed biannually to assess

effectiveness and make necessary adjustments based on community feedback and project outcomes.

This Article is intended to create a collaborative framework that prioritizes local employment, equity, and the inclusion of small businesses, ultimately fostering a stronger and more resilient community.

ARTICLE XIII - WORK RULES

Section 1. The Project contractor may establish reasonable project rules, as it deems appropriate. These project rules shall be discussed with the Union in advance of implementation at the pre-job or Labor/Management meeting.

ARTICLE XIV - SAFETY AND HEALTH

Section 1. The employees covered by the terms of this agreement shall at all times while in the employment of the Contractor be bound by the safety rules and regulations as established by the Contractor in accordance with the Construction Safety Act.

Section 2. Employees must use diligent care to perform their work in a safe manner and to protect themselves and the property of their employer. Failure to do so may result in immediate dismissal.

Section 3. To protect the safety and health of employees, all parties agree to comply with the applicable provisions of state and federal laws and regulations relating to job safety, health and safe work practices.

Section 4. The dangers and costs which alcohol and other chemical abuses can create in the construction industry in terms of safety and productivity are significant. The parties to this Agreement resolve to combat chemical abuse in any form and agree that to be effective, programs to eliminate substance impairment will contain a strong rehabilitation component. The parties recognize the employer's right to adopt and implement a drug and alcohol policy subject to all applicable laws and regulations, procedural safeguards, scientific principles, and legitimate interest of privacy and confidentiality. However, the Union reserves the right to negotiate regarding the terms of the employer's policy before the policy is implemented by the Employer. When drug and alcohol testing is performed, all testing shall be conducted in accordance with the procedures outlines in the Union's applicable local Agreement.

Section 5. It shall be the exclusive responsibility of each Contractor to assure conditions for its employees and compliance by them with any safety rules established for the Project. Nothing in this Agreement will make the Union or any of its Local Unions liable to any employees or to other persons if injuries or accidents occur.

ARTICLE XV - LABOR/MANAGEMENT MEETING

A Labor/Management meeting between the Contractors and Sub-Contractors on the Project and a Business Representative of each Local Union performing work in the Project shall meet as needed either on site or at another pre-designated site for the purpose of fully communicating all pertinent project information, i.e. project progress, safety, schedule, manpower needs, etc. and addressing issues that promote and benefit the successful completion of the Project. A special meeting may

be called at any time, by either the Contractors or Labor whenever an issue(s) of significant importance arises.

ARTICLE XVI - GENERAL SAVINGS CLAUSE

If any article or provision of this Agreement shall be declared invalid, inoperative or unenforceable by any competent authority of the executive, legislative, judicial or administrative branch of the Federal or any State government, the Project Contractor and the union shall suspend the operation of such Article or provision during the period of its invalidity and shall substitute by mutual consent, in its place and stead, an Article or provision which will meet the objections to its validity and which will be in accord with the intent and purpose of the Article or provision in question. Any final determination that any provision of this Agreement violates any law or is otherwise not binding and enforceable, shall have no effect on the validity of the remaining provisions of this Agreement.

ARTICLE XVII – COMPLIANCE WITH CITY PLA REQUIREMENTS

All terms, regulations and conditions as ratified by the City Council of the City of Bloomington, IL in Bloomington Ordinance No. 2024-058 are hereinafter assented to, affirmed by, and memorialized by the parties. City of Bloomington Ordinance No. 2024-058 is attached as Exhibit A to this Agreement.

As required by City Code, § 16-416 E, Unions participating in a project labor agreement shall provide the following:

- (i) Certification of compliance in relation to the public works project with the Occupational Health and Safety Act, the Family and Medical Leave Act, the Fair Labor Standards Act, the Americans with Disabilities Act, the Age Discrimination in Employment Act, the National Labor Relations Act, the Federal Civil Rights Act, the Illinois Human Rights Act, the Illinois Wage and Hour Law, and the Prevailing Wage Act; and
- (ii) Documentation evidencing that such union has an active joint labor- management apprenticeship and training program approved by and registered with the United States Department of Labor's Bureau of Apprenticeship and Training; and
- (iii) Evidence of an established membership recruitment program that specifically includes efforts to recruit residents of the city and minority and female participants; and
- (iv) Documentation evidencing the demographic characteristics of union membership and the apprenticeship and training program.

ARTICLE XVIII - PLA TERM OF AGREEMENT

This Agreement shall have a term of four (4) years from the Effective Date. Upon expiration of the initial term, this Agreement will automatically renew for successive two (2) year terms unless either party provides written notice of termination at least thirty (30) days prior to the expiration of the then-current term. Notice of termination must be delivered to the other party in accordance with the notice provisions set forth in this Agreement.

This Agreement may be amended or supplemented only by the mutual consent of the parties hereto, deduced to writing and duly signed by each.

ARTICLE XIX – NOTICE

All notices, requests, demands, or other communications required or permitted under this Agreement shall be in writing and shall be deemed duly given when delivered by one of the following methods:

1. **Personal Delivery:** Delivered in person to the party or designated representative.
2. **Certified Mail:** Sent via certified mail, return receipt requested, postage prepaid.
3. **Email:** Sent via electronic mail to the address specified below, provided that a confirmation of receipt is obtained.

Notices shall be sent to the following addresses:

If to CITY:

City of Bloomington
c/o City Manager
115 E. Washington Street, Suite 402
Bloomington, Illinois 61701
Email: [email@example.com]

If to BUILDING TRADES (on behalf of itself and all affiliates and members):

Livingston & McLean Counties Building & Trades Council
P.O. Box 3248,
Bloomington 61702
Email: mike@ibew197.org

Changes to Address - Each party may change its address for notices by providing written notice to the other party in accordance with this provision.

Effective Date of Notice - Notices shall be effective as follows:

4. If delivered in person, on the date of delivery.
5. If sent by certified mail, on the date of receipt as indicated on the return receipt.
6. If sent by email, on the date the email is confirmed as received by the recipient.

General Provisions

This Notice Provision shall survive the termination of this Agreement and remain in effect until all obligations under this Agreement are fulfilled.

By incorporating this Notice Provision, both parties agree to adhere to the specified methods and requirements for communication throughout the duration of the Agreement.

[SIGNATURES ON NEXT PAGE]

PROJECT LABOR AGREEMENT

Between

Livingston & McLean Counties Building & Trades Council

And

City of Bloomington

Project (Name and Bid number)

Attachment A

LETTER OF ASSENT

Pursuant to Article II, Scope of Agreement, Section 1, and Article XV, Subcontracting, of this project Labor Agreement, the undersigned contractor hereby agrees to comply with and be bound by all terms and conditions of the Project Labor Agreement.

This "Letter or Assent" will remain in effect for the duration of the Project, after which this understanding will terminate upon Notice of Completion being duly signed by both parties.

Contractor: Anderson Electric Inc.

Address: 3501 6th St. Frontage Rd W

Springfield, IL 62703

Telephone: 309-828-4422

Email: KeithT@anderson-electric.com

By: Keith Tay

(Print Name)

Signature: Keith Tay

Title: Vice President

Date: 7/22/2026 | 10:52 AM PDT, 20

EXECUTION PAGE

City of _____ Livingston & McLean Counties Building &
Trades Council
By: Jeffrey R. Jurgens By: Mike Ralkes
Name: Jeffrey R. Jurgens, City Manager Name: Mike Ralkes
Date: 11/21/2024 | 1:58 PM CST Date: 11/18/24

Project Labor Agreement representing the Unions listed below:

MH 7.3
Matt Braun, BAC Local 8

Jay Logan
Jay Logan, IJA Local 99

Matthew R. Bender
Matt Bender, Carpenters Local 237

Bryan Hanafin
Bryan Hanafin, IBOE Local 649

Scott L Nimmo
Scott Nimmo, Plasterers & Cement Masons
Local 18

Ray Crotts
Ray Crotts, Roofers Local 69

Mike Ralkes
Mike Ralkes, IBEW Local 197

Dave Gamber
Dave Gamber, Sheet Metal Workers Local 1

Tom McGrath
Tom McGrath, Insulators Local 17

Patrick A Gleason ^{KAT}
Patrick Gleason, Teamsters Local 26

Jason Emerick
Jason Emerick, Iron Workers Local 112
Mandy Ganleany
Mandy Ganleany, Painters Dist. Council 6

R-R
Ronnie Paul, Laborers Local 362
Nate Hodgson
Nate Hodgson, Millwright & Machinery
Erectors Local 1693



For City Council: July 27, 2026

Ward Impacted: City Wide

Subject: Consideration and Action on a Resolution Approving an Agreement with Farnsworth Group, Inc., for the A&E Design and Construction Observation Services of the Lake Bloomington Road Resurfacing Project, in the Amount of \$41,700

Recommended Motion: The proposed Resolution be approved.

Strategic Plan:

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

Background: The Water Department is recommending the approval of an agreement with Farnsworth Group for the A&E Design and Construction Observation of the Lake Bloomington Road Resurfacing Project. This project will design road resurfacing projects for the residential roads that serve the leaseholders of Lake Bloomington, as well as the roads leading to the City's lime lagoons and the Mackinaw River Pumping Pool.

Request for Proposal ("RFQ") #2025-032 Fiscal Year ("FY") 2025 Multi-Year Architectural Engineering and Professional Services was released and reviewed in 2025. There were eight firms that were selected in the category of Transportation. Staff reviewed all proposals and selected Farnsworth Group as the most qualified for this project. They were selected as the most qualified due to their work experience of successfully designing work resurfacing projects in Bloomington and throughout the State of Illinois, and their knowledge of the City of Bloomington and the State of Illinois bidding processes. The agreement with Farnsworth Group would be at a cost of \$41,700.

The design work and construction oversight are for Bid #2027-08 — Lake Bloomington Road Resurfacing Project that was released on June 11, 2026, with the bid opening being held on June 24, 2026, at 10 AM. The City selected McLean County Asphalt, Co., as the lowest responsible bidder for the resurfacing project and is requesting approval at the July 27, 2026, Council Meeting in conjunction with this memo. Farnsworth Group will observe McLean County Asphalt Co. during the resurfacing project to ensure quantities are correct and the design components are followed correctly, as well as ensure requests for payment are appropriate.

Community Groups/Interested Persons Contacted: Lake Bloomington Association; The request for bids was released on Friday, May 16, 2026, through the *OpenGov* portal and published in *The Pantagraph*.

Financial Impact: If approved, Farnsworth Group Inc. will be paid a total amount of \$41,700 from the Water Mechanical Maintenance Repairs and Maintenance account (50100160-

70550). Stakeholders can locate information on this account in the FY 2027 Adopted Budget Book titled "Other Funds & Capital Improvement" on page 141.

Attachments:

1. Resolution - Farnsworth
2. Resolution - Exhibit A - Farnsworth Agreement

RESOLUTION NO. 2026 - ____

A RESOLUTION APPROVING AN AGREEMENT WITH FARNSWORTH GROUP, INC., FOR THE A&E DESIGN AND CONSTRUCTION OVERSIGHT SERVICES OF THE LAKE BLOOMINGTON ROAD RESURFACING PROJECT, IN THE AMOUNT OF \$41,700

WHEREAS, subject to the provisions of the City Code, City staff are recommending that an agreement with Farnsworth Group, Inc. (Exhibit A) be approved for the design and observation services of the Lake Bloomington Road Resurfacing Project (Bid #2027-08), in the Amount of \$41,700 ("Project"); and

WHEREAS, the Project consists of work necessary for the A&E design and Construction Observation of roadway resurfacing at Lake Bloomington; and

WHEREAS, Farnsworth Group worked with the Water Department to select the roads for resurfacing, the most appropriate method, and alternate additions; and

WHEREAS, Farnsworth Group prepared the bid packet with plans, exhibits, bid tabulations, and specifications; and

WHEREAS, due to the limited resources available in the Water Department due to numerous large projects in progress, Farnsworth Group will perform construction oversight services including periodic observation, documentation, coordination and communication with the City project manager on progress and completion; and

WHEREAS, Farnsworth Group was chosen for this project based on the Architectural, Engineering and Professional Services RFQ #2025-32 due to their extensive experience with projects at Lake Bloomington and resurfacing work in Bloomington and the State; 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 27th day of July 2026.

APPROVED this ____ day of July 2026.

CITY OF BLOOMINGTON

ATTEST

Dan Brady, Mayor

Leslie Smith-Yocum, City Clerk

EXHIBIT A

CITY OF BLOOMINGTON AGREEMENT WITH
Farnsworth Group Inc.

FOR
A&E Design Services & Construction Oversight

THIS AGREEMENT, dated this ____ day of _____ July _____, 2026, is between the City of Bloomington, IL (hereinafter "CITY") and _____ Farnsworth Group _____ (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:
RFQ #2025-32 - Architectural, Engineering & Professional Services _____ (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:

Farnsworth Group Inc
Attn: Neil Finlen
200 W College Ave #301
Normal IL 61761

Copy to:

If to CITY:

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

Copy to:

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

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

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

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

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

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

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

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

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

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

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

CITY OF BLOOMINGTON

By: _____
Its City Manager

ATTEST:

By: _____
Its City Clerk

VENDOR

By: 
Its MANAGING PARTNER

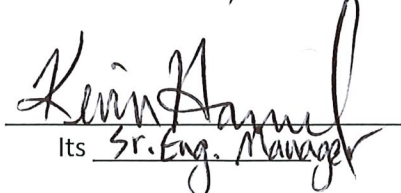
By: 
Its Sr. Eng. Manager

EXHIBIT A
DESCRIPTION OF SERVICES/WORK PROVIDED

Please see the attached proposal.



PROJECT SERVICES AGREEMENT

Lake Bloomington Pumping Pool/Lime Pits & Roads Resurfacing

City of Bloomington

June 26, 2026

June 26, 2026

Mr. Joe Darter; Property Manager
City of Bloomington Water Department
25514 Waterside Way
Hudson, IL 61748

RE: Contract for Lake Bloomington Pumping Pool/Lime Pits Roads Resurfacing Project

Dear Mr. Darter:

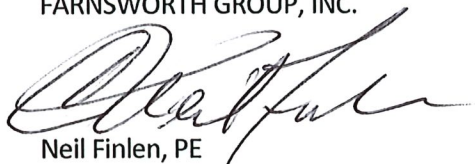
Farnsworth Group, Inc. ("Farnsworth Group") is pleased to present this Project Services Agreement ("Agreement") to the City of Bloomington ("Client") to provide engineering design services for the Lake Bloomington Road Resurfacing project. We have prepared this Agreement to match the scope of the work as we understand it, and identified as follows:

Prepare bidding documents for 2026 Lake Bloomington Pumping Pool/Lime Pits Roads Surfacing program. Provide construction administration services during construction.

Please let me know if there are any questions regarding the scope as we've outlined above. The following pages provide more specific details regarding the scope of work, project approach, project team, etc. Please indicate your acceptance of this Agreement, including the attached Schedule of Charges and General Conditions, by signing and returning one copy for our records. We appreciate your consideration and look forward to working with you on this project.

Sincerely,

FARNSWORTH GROUP, INC.


Neil Finlen, PE
Managing Principal

PROJECT OVERVIEW /

The City of Bloomington Water Department is responsible for maintenance of public roadways at Lake Bloomington near Hudson, IL. Plans and specifications necessary for bidding of a 2026 resurfacing project are required to select a qualified contractor to perform resurfacing maintenance on selected roads. Project also includes improvements to the pumping pool access road and the lime pits roadway.

SCOPE OF PROFESSIONAL SERVICES /

SCOPE OF WORK

Farnsworth Group's scope of work includes design and construction administration services, as well as necessary interface with the Client, review agencies, and other Client retained consultants and vendors. The scope of work includes the services generally described as follows:

- Working with City team, identify the roads selected for resurfacing, appropriate method, and any alternate additions for inclusion into the bid packet for pricing.
- Prepare bid packet with plan/exhibits and specifications for rehabilitation
- Assisting City in bidding process
- Review and prepare bid tabulation
- Perform construction administration services including periodic observation, documentation, coordination and communication with City regarding progress and completion.

DELIVERABLES

The scope of work includes the deliverables generally described as follows:

Prepare bidding documents detailing streets and resurfacing methods for selecting Lake Bloomington Streets, including alternatives for pricing review. Tabulate bids and present recommendation to City. Perform construction administration and observation during resurfacing work.

MAIN POINT OF CONTACT /

The Main Point of Contact with Farnsworth Group for this project will be:

Neil Finlen PE
Managing Principal
200 West College Ave. Suite 301
Normal, IL 61761
nfinlen@f-w.com
(309) 663-8435

PROFESSIONAL FEES /

Farnsworth Group proposes design and bidding services for a fixed fee of **\$31,700 (Thirty-One Thousand Seven hundred dollars)** Additional details regarding payment terms and related policies are included in the attached General Conditions.

Farnsworth Group proposes the construction administration services for a Time & Materials (T&M) fee,

based on an hourly basis per the attached Schedule of Charges, estimated at **\$10,000 (Ten Thousand dollars)** Additional details regarding payment terms and related policies are included in the attached General Conditions.

If the cost of the project increases significantly after the contract is executed, the fee may be adjusted at that time.

PROJECT TIMELINE /

We understand the timeline of the project to be as follows:

- Plans and Specifications prepared for bidding by June 3, 2026
- Bidding on June 24, 2026
- Completion of Resurfacing work by September 30, 2026

ASSUMPTIONS AND CLARIFICATIONS /

The following assumptions and clarifications support the fees for this proposal.

1. This work is expected to commence in early 2026. Significant delays in start date may require reassessing necessary services, schedule, and fees.
2. Record as-built drawings are not included; nor are Record As-Built drawing revisions and reformatting based on contractor provided as-built markups.
3. Detailed construction schedule is not included in the scope.
4. Readily available access to the project site will be provided.
5. Value engineering exercises are not included.
6. Opinion of Probable Cost or detailed cost estimates are not included in the scope.
7. Construction staking services are not included.

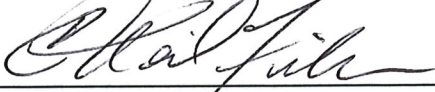
ADDITIONAL SERVICES /

The following services are not included in the fees for this proposal, but may be relevant to the project and can be provided at your request for an additional fee:

- Multiple revisions and changes of scope both during and after each phase of service.
- Preparation of plans or specifications not specifically defined by this agreement.
- Cost Opinion Services.
- Value Engineering exercises.
- Attendance at additional meetings or site visits requested by the CLIENT
- Assistance with Material Testing.
- Assistance with special inspections.
- Construction Staking.

AGREEMENT /

FARNSWORTH GROUP, INC.



Signature

Neil Finlen

Typed Name

Managing Principal

Title

June 26, 2026

Date

CITY OF BLOOMINGTON

Signature

Typed Name

Title

Date



Date: June 26, 2026
Client: City of Bloomington Water Department
Project: Lake Bloomington Pumping Pool/ Lime Pits Roads Resurfacing

Standard of Care: Services performed by Farnsworth Group under the Agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions. No other representation expressed or implied, and no warranty or guarantee, is included or intended in the Agreement, or in any report, opinion, document, or otherwise.

Entire Agreement: These General Conditions and the signed document to which they are attached constitute the entire Agreement between Client and Farnsworth Group and are referred to hereinafter collectively as the "Agreement". The Agreement supersedes all prior communications, understandings and agreements, whether written or oral. Both parties have participated fully in the preparation and revision of the Agreement, and each party and its counsel have reviewed the final document. Any rule of contract construction regarding ambiguities being construed against the drafting party shall not apply in the interpreting of the Agreement, including any Section Headings or Captions.

Precedence: All purchases of Services are expressly limited to and conditioned upon acceptance of this Agreement. The Agreement shall take precedence over any inconsistent or contradictory provisions contained in any proposal, contract, purchase order, requisition, notice to proceed, or like document regarding Farnsworth Group's services. Any additional or conflicting terms or conditions contained in any purchase order, statement of work, or other document issued by Client will not be binding upon Farnsworth Group and are expressly rejected by Farnsworth Group.

Fee Schedule: Where lump sum fees have been agreed to between the parties, they shall be so designated in the signed document attached hereto and by reference made a part hereof. Where fees are based upon hourly charges for services and costs incurred by Farnsworth Group, they shall be based upon the hourly fee schedule annually adopted by Farnsworth Group, as more fully set forth in a Schedule of Charges attached hereto and by reference made a part hereof. Farnsworth Group. Such fees in the initial year of the Agreement shall be those represented by said Schedule of Charges, and these fees will annually change at the beginning of each calendar year after the date of the Agreement.

Opinions of Cost: Farnsworth Group's opinions of probable Project cost or construction cost for the Project will be based solely upon its own experience with construction. Since Farnsworth Group has no control over the cost of labor, materials or equipment, or over a contractor's method of determining prices, or over competitive bidding or market conditions, Farnsworth Group cannot and does not guarantee that proposals, bids, or the construction cost will not vary from its opinions of probable cost. If Client wishes greater assurance as to the construction cost, Client should employ an independent cost estimator.

Invoices: Client will pay Farnsworth Group the fees set forth in the Agreement (the "Fees"). Charges for services will be billed at least as frequently as monthly, and at the completion of Project. Client shall compensate Farnsworth Group for any sales or value added taxes which apply to the services rendered under the Agreement or any amendment thereto. Client shall reimburse Farnsworth Group for the amount of such taxes in addition to the compensation due for services. Payment of invoices shall not be subject to any discounts or set-offs by Client unless agreed to in writing by Farnsworth Group. Invoices are delinquent if payment has not been received within thirty (30) days from date of invoice. Amounts outstanding more than thirty (30) days will accrue interest at the rate of 1.5% per month (compounded), or if lower, the maximum rate permitted by applicable law. Should a past due amount exceed sixty (60) days, Farnsworth Group shall have the right to suspend all Services, without liability of any kind to Client, until full payment is received. All time spent and expenses incurred (including attorney's fees) in connection with collection of any delinquent amount will be paid by Client to Farnsworth Group per Farnsworth Group's then current

Schedule of Charges. Client will reimburse Farnsworth Group at the rate of cost plus 10% for reasonable meals and travel expenses incurred in connection with travel requested by Client outside the metropolitan area in which the individual employee or contractor of Farnsworth Group normally works.

Confidentiality: Each party shall retain as confidential all information and data furnished to it by the other party which are designated in writing by such other party as confidential at the time of transmission and are obtained or acquired by the receiving party in connection with the Agreement, and said party shall not reveal such information to any third party. However, nothing herein is meant to preclude either disclosing and / or otherwise using information (i) when the information is actually known to the receiving party before being obtained or derived from the transmitting party; or (ii) when the information is generally available to the public without the receiving party's fault at any time before or after it is acquired from the transmitting party; or (iii) where the information is obtained or acquired in good faith at any time by the receiving party from a third party who has the same in good faith and who is not under any obligation to the transmitting party in respect thereof; or (iv) is required by law or court order to be disclosed.

Compliance with Law: In the performance of services to be provided hereunder, Farnsworth Group and Client agree to comply with applicable federal, state, and local laws and ordinances and applicable lawful governmental or quasi-governmental order, rules, and regulations.

Modification to the Agreement: Client or Farnsworth Group may, from time to time, request modifications or changes in the scope of services to be performed hereunder. Such changes, including any increase or decrease in the amount of Farnsworth Group's compensation, to which Client and Farnsworth Group mutually agree shall be incorporated in the Agreement by a written amendment to the Agreement.

Notice: All notices required or permitted under this Agreement must be written and will be deemed given and received (a) if by personal delivery, on the date of such delivery, (b) if by electronic mail, on the transmission date if sent before 4:00 pm U.S. central time on a business day or, in any other case, on the next business day, (c) if by nationally recognized overnight courier, on the next business day following deposit for next business day delivery, or (d) if by certified mail, return receipt requested with postage prepaid, on the third business day following deposit. Notice must be addressed at the address or electronic mail address shown below for, or such other address as may be designated by notice by such Party:

If to Client:

[Company Entity]

Attn: _____

E-mail: _____

If to Farnsworth Group:
Farnsworth Group, Inc.
Attn: Neil Finlen
200 West College Ave. Suite 301
Normal, IL 61761
E-mail: nfinlen@f-w.com

With a copy (which will not constitute notice) to:
Farnsworth Group, Inc.
Attn: Micheal Reddington
200 West College Ave. Suite 301
Normal, IL 61761
Email: mreddington@f-w.com

Facsimile; PDF Signatures. Execution and delivery of this Agreement by delivery of a facsimile or portable document format ("PDF") copy bearing the facsimile or PDF signature of any party hereto shall constitute a valid and binding execution and delivery of this Agreement by such party. Such facsimile and PDF copies shall constitute enforceable original documents.

Force Majeure: Obligations of either party under the Agreement, other than payment obligations, shall be suspended, and such party shall not be liable for damages or other remedies while such party is prevented from complying herewith, in whole or in part, due to contingencies beyond its reasonable control, including, but not limited to strikes, riots, war, fire, acts of God, injunction, compliance with any law, regulation, or order, whether valid or invalid, of the United States of America or any other governmental body or any instrumentality thereof, whether now existing or hereafter created, inability to secure materials or obtain necessary permits, provided, however, the party so prevented from complying with its obligations hereunder shall promptly notify the other party thereof.

Assignment: Client shall not transfer or assign any rights under or interest in the Agreement, without the written consent of Farnsworth Group.

Dispute Resolution: In an effort to resolve any conflicts that arise during the performance of professional services for the Project or following completion of the Project, Client and Farnsworth Group agree that all disputes shall first be negotiated between senior officers of Client and Farnsworth Group for up to thirty (30) days before being submitted to mediation. In the event negotiation and mediation are not successful, either Client or Farnsworth Group may seek a resolution in any state or federal court that has the required jurisdiction within 180 days of the conclusion of mediation.

Timeliness of Performance: Farnsworth Group will begin work under the Agreement upon receipt of a fully executed copy of the Agreement. Client and Farnsworth Group are aware that many factors outside Farnsworth Group's control may affect its ability to complete the services to be provided under the Agreement. Farnsworth Group will perform these services with reasonable diligence and expediency consistent with sound professional practices.

Suspension: Client or Farnsworth Group may suspend all or a portion of the work under the Agreement by notifying the other party in writing if unforeseen circumstances beyond control of Client or Farnsworth Group make normal progress of the work impossible. Farnsworth Group may suspend work in the event Client does not pay invoices when due, and Farnsworth Group shall have no liability whatsoever to Client, and Client agrees to make no claim for any delay or damage as a result of such suspension. The time for completion of the work shall be extended by the number of days work is suspended. If the period of suspension exceeds ninety (90) days, Farnsworth Group shall be entitled to an equitable adjustment in compensation for start-up, accounting and management expenses.

Termination: If either party defaults in performing any of the terms or provisions of the Agreement, and continues in default for a period of fifteen (15) days after written notice thereof, the party not in default shall have the right to immediately terminate the Agreement. The non-defaulting party shall be entitled to all remedies under Illinois law at the time of breach, including, without limitation, the right to recover as an element of its damages, reasonable attorney's fees and court costs.

Reuse of Documents: All documents including reports, drawings, specifications, and electronic media prepared by Farnsworth Group and / or any subconsultant pursuant to the Agreement are instruments of its services for use solely with respect to this Project. Farnsworth Group and / or any subconsultant shall be deemed the authors and Clients of their respective instruments of service and shall retain all common law, statutory and other reserved rights, including copyrights. They are not intended or represented to be suitable for reuse by Client or others on extensions of the Project or on any other project. Any reuse without specific written verification or adaptation by Farnsworth Group will be at Client's sole risk, and without liability to Farnsworth Group, and Client shall indemnify and hold harmless Farnsworth Group or any subconsultant from all claims, damages, losses and expenses including court costs and attorney's fees arising out of or resulting therefrom. Any such verification or adaptation will entitle Farnsworth Group to further compensation at rates to be agreed upon by Client and Farnsworth Group.

Subcontracting: Farnsworth Group shall have the right to subcontract any part of the services and duties hereunder without the consent of Client.

Third Party Beneficiaries: Nothing contained in the Agreement shall create a

contractual relationship with or a cause of action in favor of a third party against either Client or Farnsworth Group, except as expressly provided herein. Farnsworth Group's services under the Agreement are being performed solely for Client's benefit, and no other party or entity shall have any claim against Farnsworth Group because of the Agreement; or the performance or nonperformance of services hereunder; or reliance upon any report or document prepared hereunder. Neither Farnsworth Group nor Client shall have any obligation to indemnify each other from third party claims, except as expressly provided herein. Client and Farnsworth Group agree to require a similar provision in all contracts with construction contractors and subconsultants, vendors, and other entities involved in the Project to carry out the intent of this provision.

Right of Entry: Client shall provide for Farnsworth Group's and / or any subconsultant's right to enter property owned by Client and / or others in order for Farnsworth Group and / or any subconsultant to fulfill the scope of services for this Project. Client understands that use of exploration equipment may unavoidably cause some damage, the correction of which is not part of the Agreement unless explicitly so provided.

Recognition of Risk: Client acknowledges and accepts the risk that: (1) data on site conditions such as geological, geotechnical, ground water and other substances and materials, can vary from those encountered at the times and locations where such data were obtained, and that this limitation on the available data can cause uncertainty with respect to the interpretation of conditions at Client's site; and (2) although necessary to perform the Agreement, commonly used exploration methods (e.g., drilling, borings or trench excavating) involve an inherent risk of contamination of previously uncontaminated soils and waters. Farnsworth Group's and / or any subconsultant's application of its present judgment will be subject to factors outlined in (1) and (2) above. Client waives any claim against Farnsworth Group and / or any subconsultant, and agrees to indemnify and hold Farnsworth Group and / or any subconsultant harmless from any claim or liability for injury or loss which may arise as a result of alleged contamination caused by any site exploration. Client further agrees to compensate Farnsworth Group and / or any subconsultant for any time spent or expenses incurred by Farnsworth Group and / or any subconsultant in defense of any such claim, in accordance with Farnsworth Group's and / or any subconsultant's prevailing fee schedule and expense reimbursement policy.

Authority and Responsibility: Client agrees that Farnsworth Group and any subconsultant shall not guarantee the work of any construction contractor or construction subconsultant, shall have no authority to stop work, shall have no supervision or control as to the work or persons doing the work, shall not have charge of the work, shall not be responsible for safety in, on, or about the job site, or have any control of the safety or adequacy of any equipment, building component, scaffolding, supports, forms, or other work aids.

Electronic Files Transfer.

(a) Farnsworth Group may prepare electronic files which contain machine-readable information or certain information for a project ("Project Files"). Client may request Project Files to facilitate Client's understanding of the project. The Parties recognize that the Project Files are subject to alteration, either intentionally or unintentionally, due to, among other causes, transmission, conversion, media degradation, software error or human error. The Parties further understand that the transfer of Project Files from the system and format used by Farnsworth Group to an alternate system or format cannot be accomplished without the introduction of anomalies and / or errors.

(b) Upon request, Farnsworth Group will supply Project Files to Client upon the express terms and conditions set forth herein:

(i) The Project Files may not be used for any purpose not related specifically to the Client's project. Use of these files for development of other projects; additions to the project, or duplication of the project at any location is expressly prohibited.

(ii) The Project Files are provided for information purposes only and are not intended as an end product. The Project Files may be a work in process, and Farnsworth Group is under no obligation to provide Client with any updated version(s) of the Project Files.

(iii) Client acknowledges and understands that the Project Files may not reflect all data contained in the contract documents, addenda, or other pertinent contract-related documents. Client acknowledges and understands that the Project Files

may contain data which is not included in the contract documents.

(c) **BIM Digital Files.** With regard to the transfer of Building Information Model (BIM) digital files, both Parties agree as follows:

(i) Farnsworth Group will provide only those BIM files created for Client's project. There is no representation the BIM files are comprehensive or comprise a complete model of the building.

(ii) The level of development of the model will be defined consistent with AIA Document G202-2013, as agreed by the parties. After reviewing and verifying the accuracy of the information contained within Farnsworth Group's BIM files, Client is authorized to develop its own model to a higher level of development for its own uses, but, in doing so, expressly agrees to assume all risks associated therewith.

Utilities: Client shall be responsible for designating the location of all utility lines and subterranean structures within the property line of the Project. Client agrees to waive any claim against Farnsworth Group and / or any subconsultant, and to indemnify and hold harmless from any claim or liability for injury or loss arising from Farnsworth Group and / or any subconsultant or other persons encountering utilities or other man-made objects that were not called to Farnsworth Group's attention or which were not properly located on documents furnished to Farnsworth Group. Client further agrees to compensate Farnsworth Group and / or any subconsultant for any time spent or expenses incurred by Farnsworth Group and / or any subconsultant in defense of any such claim, in accordance with Farnsworth Group's and / or any subconsultant's prevailing fee schedule and expense reimbursement policy.

Samples: All samples of any type (soil, rock, water, manufactured materials, biological, etc.) will be discarded sixty (60) days after submittal of Project deliverables. Upon Client's authorization, samples will be either delivered in accordance with Client's instructions or stored for an agreed charge.

Discovery of Unanticipated Hazardous Substances or Pollutants: Hazardous substances are those so defined by prevailing Federal, State, or Local laws. Pollutants mean any solid, liquid, gaseous, or thermal irritant or contaminant including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Hazardous substances or pollutants may exist at a site where they would not reasonably be expected to be present. Client and Farnsworth Group and / or any subconsultant agree that the discovery of unanticipated hazardous substances or pollutants constitutes a "changed condition" mandating a renegotiation of the scope of services or termination of services. Client and Farnsworth Group and / or any subconsultant also agree that the discovery of unanticipated hazardous substances or pollutants will make it necessary for Farnsworth Group and / or any subconsultant to take immediate measures to protect human health and safety, and / or the environment. Farnsworth Group and / or any subconsultant agree to notify Client as soon as possible if unanticipated known or suspected hazardous substances or pollutants are encountered. Client encourages Farnsworth Group and / or any subconsultant to take any and all measures that in Farnsworth Group's and / or any subconsultant's professional opinion are justified to preserve and protect the health and safety of Farnsworth Group's and / or any subconsultant's personnel and the public, and / or the environment, and Client agrees to compensate Farnsworth Group and / or any subconsultant for the additional cost of such measures. In addition, Client waives any claim against Farnsworth Group and / or any subconsultant, and agrees to indemnify and hold Farnsworth Group and / or any subconsultant harmless from any claim or liability for injury or loss arising from the presence of unanticipated known or suspected hazardous substances or pollutants. Client also agrees to compensate Farnsworth Group and / or any subconsultant for any time spent and expenses incurred by Farnsworth Group and / or any subconsultant in defense of any such claim, with such compensation to be based upon Farnsworth Group's and / or any subconsultant's prevailing fee schedule and expense reimbursement policy. Further, Client recognizes that Farnsworth Group and / or any subconsultant has neither responsibility nor liability for the removal, handling, transportation, or disposal of asbestos containing materials, nor will Farnsworth Group and / or any subconsultant act as one who owns or operates an asbestos demolition or renovation activity, as defined in regulations under the Clean Air Act.

Job Site: Client agrees that services performed by Farnsworth Group and / or any subconsultant during construction will be limited to providing observation of the progress of the work and to address questions by Client's representative concerning conformance with the Contract Documents. This activity is not to be

interpreted as an inspection service, a construction supervision service, or guaranteeing the construction contractor's or construction subconsultant's performance. Farnsworth Group and / or any subconsultant will not be responsible for construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs. Farnsworth Group and / or any subconsultant will not be responsible for construction contractor's or construction subconsultant's obligation to carry out the work according to the Contract Documents. Farnsworth Group and / or any subconsultant will not be considered an agent of Client and will not have authority to direct construction contractor's or construction subconsultant's work or to stop work.

Shop Drawing Review: Client agrees that Farnsworth Group and / or any subconsultant shall review shop drawings and / or submittals solely for their general conformance with Farnsworth Group's and / or any subconsultant's design concept and general conformance with information given in the Contract Documents. Farnsworth Group and / or any subconsultant shall not be responsible for any aspects of a shop drawing and / or submittal that affect or are affected by the means, methods, techniques, sequences, and procedures of construction, safety precautions and programs incidental thereto, all of which are the construction contractor's or construction subconsultant's responsibility. The construction contractor or construction subconsultant will be responsible for dimensions, lengths, elevations and quantities, which are to be confirmed and correlated at the jobsite, and for coordination of the work with that of all other trades. Client represents that the construction contractor and construction subconsultant shall be made aware by Client of the responsibility to review shop drawings and / or submittals and approve them in these respects before submitting them to Farnsworth Group and / or any subconsultant.

LEED Certification and Energy Models: Client agrees that Farnsworth Group and / or any subconsultant do not guarantee the LEED certification of any facility for which Farnsworth Group and / or any subconsultant provides commissioning, LEED consulting or energy modeling services. The techniques and specific requirements for energy models used to meet LEED criteria have limitations that result in energy usage predictions that may differ from actual energy usage. Farnsworth Group and / or any subconsultant will endeavor to model energy usage very closely to actual usage, but Client agrees that Farnsworth Group and / or any subconsultant will not be responsible or liable in any way for inaccurate budgets for energy use developed from the predictions of LEED-compliant energy models. LEED certification and the number of LEED points awarded for energy efficiency are solely the responsibility of the U.S. Green Building Council and Green Building Certification Institute.

Environmental Site Assessments: No Environmental Site Assessment can wholly eliminate uncertainty regarding the potential for Recognized Environmental Conditions in connection with a Subject Property. Performance of an Environmental Site Assessment is intended to reduce, but not eliminate, uncertainty regarding potential for Recognized Environmental Conditions in connection with a Subject Property. In order to conduct the Environmental Site Assessment, information will be obtained and reviewed from outside sources, potentially including, but not limited to, interview questionnaires, database searches, and historical records. Farnsworth Group is not be responsible for the quality, accuracy, and content of information from these sources. Any non-scope items provided in the Phase I Environmental Site Assessment Report are provided at the discretion of the environmental professional for the benefit of Client. Inclusion of any non-scope finding(s) does not imply a review of any other non-scope items with the Environmental Site Assessment investigation or report. The Environmental Site Assessment report is prepared for the sole and exclusive use of Client. Farnsworth Group does not intend, without its written consent, for the Phase I Environmental Site Assessment Report to be disseminated to anyone beside Client, or to be used or relied upon by anyone beside Client. Use of the report by any other person or entity is unauthorized and such use is at their sole risk.

Consequential Damages: Notwithstanding any other provision of the Agreement, and to the fullest extent permitted by law, neither Client nor Farnsworth Group, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for incidental, indirect, or consequential damages arising out of or connected in any way to the Project or Services performed under this Agreement. This mutual waiver of consequential damages shall include, but not be limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation and any other consequential damages that either party may have incurred from any cause of action including negligence,

strict liability, breach of contract and breach of strict and implied warranty. Both Client and Farnsworth Group shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in Project.

Personal Liability: It is intended by the parties to the Agreement that Farnsworth Group's services in connection with the Project shall not subject Farnsworth Group's individual employees, officers or directors to any personal legal exposure for the risks associated with this Project. Therefore, and notwithstanding anything to the contrary contained herein, Client agrees that as Client's sole and exclusive remedy, any claim, demand, or suit shall be directed and / or asserted only against "Farnsworth Group, Inc., an Illinois corporation," and not against any of Farnsworth Group's individual employees, officers or directors.

General Insurance and Limitation: Farnsworth Group is covered by commercial general liability insurance, automobile liability insurance and workers compensation insurance with limits which Farnsworth Group considers reasonable. Certificates of all insurance shall be provided to Client upon request in writing. Within the limits and conditions of such insurance, Farnsworth Group agrees to indemnify and hold Client harmless from any loss, damage or liability arising directly from any negligent act by Farnsworth Group. Farnsworth Group shall not be responsible for any loss, damage or liability beyond the amounts, limits and conditions of such insurance. Farnsworth Group shall not be responsible for any loss, damage or liability arising from any act by Client, its agents, staff, other consultants, independent contractors, third parties or others working on the Project over which Farnsworth Group has no supervision or control. Notwithstanding the foregoing agreement to indemnify and hold harmless, the parties agree that Farnsworth Group has no duty to defend Client from and against any claims, causes of action or proceedings of any kind.

Professional Liability Insurance and Limitation: Farnsworth Group is covered by professional liability insurance for its professional acts, errors and omissions, with limits which Farnsworth Group considers reasonable. Certificates of insurance shall be provided to Client upon request in writing. Within the limits and conditions of such insurance, Farnsworth Group agrees to indemnify and hold Client harmless from loss, damage or liability arising from errors or omissions by Farnsworth Group that exceed the industry standard of care for the services provided. Farnsworth Group shall not be responsible for any loss, damage or liability beyond the amounts, limits and conditions of such insurance. Farnsworth Group shall not be responsible for any loss, damage or liability arising from any act, error or omission by Client, its agents, staff, other consultants, independent contractors, third parties or others working on the Project over which Farnsworth Group has no supervision or control. Notwithstanding the foregoing agreement to indemnify and hold harmless, the parties agree that Farnsworth Group has no duty to defend Client from and against any claims, causes of action or proceedings of any kind.

ADDITIONAL LIMITATION: IN RECOGNITION OF THE RELATIVE RISKS AND BENEFITS OF THE PROJECT TO BOTH CLIENT AND FARNSWORTH GROUP, THE RISKS HAVE BEEN ALLOCATED SUCH THAT CLIENT AGREES THAT FOR THE COMPENSATION HEREIN PROVIDED, FARNSWORTH GROUP CANNOT EXPOSE ITSELF TO DAMAGES DISPROPORTIONATE TO THE NATURE AND SCOPE OF FARNSWORTH GROUP'S SERVICES OR THE COMPENSATION PAYABLE TO IT HEREUNDER. THEREFORE, TO THE MAXIMUM EXTENT PERMITTED BY LAW, CLIENT AGREES THAT THE LIABILITY OF FARNSWORTH GROUP TO CLIENT FOR ANY AND ALL CAUSES OF ACTION, INCLUDING, WITHOUT LIMITATION, CONTRIBUTION, ASSERTED BY CLIENT AND ARISING OUT OF OR RELATED TO THE NEGLIGENT ACTS, ERRORS OR OMISSIONS OF FARNSWORTH GROUP IN PERFORMING PROFESSIONAL SERVICES SHALL BE LIMITED TO TWO HUNDRED FIFTY THOUSAND DOLLARS (\$250,000) OR THE TOTAL FEES PAID TO FARNSWORTH GROUP BY CLIENT UNDER THE AGREEMENT, WHICHEVER IS GREATER ("LIMITATION"). CLIENT HEREBY WAIVES AND RELEASES (I) ALL PRESENT AND FUTURE CLAIMS AGAINST FARNSWORTH GROUP, OTHER THAN THOSE DESCRIBED IN THE PREVIOUS SENTENCE, AND (II) ANY LIABILITY OF FARNSWORTH GROUP IN EXCESS OF THE LIMITATION. IN CONSIDERATION OF THE PROMISES CONTAINED HEREIN AND FOR OTHER SEPARATE, VALUABLE CONSIDERATION, THE RECEIPT AND SUFFICIENCY OF WHICH ARE HEREBY ACKNOWLEDGED, CLIENT ACKNOWLEDGES AND AGREES THAT (I) BUT FOR THE LIMITATION, FARNSWORTH GROUP WOULD NOT HAVE PERFORMED THE SERVICES, (II) CLIENT HAS HAD THE OPPORTUNITY TO NEGOTIATE THE TERMS OF THE LIMITATION AS PART OF

AN "ARMS-LENGTH" TRANSACTION, (III) THE LIMITATION AMOUNT MAY BE LESS THAN THE AMOUNT OF PROFESSIONAL LIABILITY INSURANCE REQUIRED OF FARNSWORTH GROUP UNDER THE AGREEMENT, (IV) THE LIMITATION IS MERELY A LIMITATION OF, AND NOT AN EXCULPATION FROM, FARNSWORTH GROUP'S LIABILITY AND DOES NOT IN ANY WAY OBLIGATE CLIENT TO DEFEND, INDEMNIFY OR HOLD HARMLESS FARNSWORTH GROUP, (V) THE LIMITATION IS AN AGREED REMEDY, AND (VI) THE LIMITATION AMOUNT IS NEITHER NOMINAL NOR A DISINCENTIVE TO FARNSWORTH GROUP PERFORMING THE SERVICES IN ACCORDANCE WITH THE STANDARD OF CARE.

Subpoenas: Client is responsible, after notification, for payment of time charges and expenses resulting from the required response by Farnsworth Group and / or any subconsultant to subpoenas issued by any party other than Farnsworth Group and / or any subconsultant in conjunction with the services performed under the Agreement. Charges are based on fee schedules in effect at the time the subpoena is served.

Statutes of Repose and Limitation: All legal causes of action between the parties to the Agreement shall accrue and any applicable statutes of repose or limitation shall begin to run not later than the date of Substantial Completion. If the act or failure to act complained of occurs after the date of Substantial Completion, then the date of final completion shall be used, but in no event shall any statute of repose or limitation begin to run any later than the date Farnsworth Group's services are completed or terminated.

Severability: If any term or provision of the Agreement is held to be invalid or unenforceable under any applicable statute or rule of law, such holding shall be applied only to the provision so held, and the remainder of the Agreement shall remain in full force and effect.

Waiver: No waiver by either party of any breach, default, or violation of any term, warranty, representation, agreement, covenant, condition, or provision hereof shall constitute a waiver of any subsequent breach, default, or violation of the same or any other term, warranty, representation, agreement, covenant, condition, or provision hereof. All waivers must be in writing.

Survival: Notwithstanding completion or termination of the Agreement for any reason, all rights, duties, obligations of the parties to the Agreement shall survive such completion or termination and remain in full force and effect until fulfilled.

Governing Law: The Agreement shall be governed by and interpreted pursuant to the laws of the State of Illinois without regard to conflict of law principles.

EXHIBIT B
COSTS/FEES

Professional Fees

Farnsworth Group proposes design and bidding services for a fixed fee of \$31,700.

Farnsworth Group proposes the construction administration services for a Time & Materials (T&M) fee, based on an hourly basis per the attached Schedule of Charges, estimated at \$10,000.

Additional details regarding payment terms and related policies are included in the attached General Conditions.

Any changes in the construction administration services above the \$10,000 need to be communicated to the Water project manager and cannot proceed until the appropriate City procurement and City Code policies are followed, if at the sole discretion of the City, a change order is approved.



For City Council: July 27, 2026

Ward Impacted: City Wide

Subject: Consideration and Action on a Resolution Approving an Agreement with McLean County Asphalt, Co., for the Lake Bloomington Pumping Pool/Lime Lagoons and Road Resurfacing (Bid #2027-08), in the Amount of \$193,114.35

Recommended Motion: The proposed Resolution be approved.

Strategic Plan:

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

Background: The Water Department is recommending the approval of an agreement with McLean County Asphalt, Co. for residential road resurfacing and key roadways utilized by the City per Bid #2027-08 - Lake Bloomington Road Resurfacing. The recommendation is to improve the roads to the Pumping Pool and the Lime Sludge Pool, as both are critical roads for the continued operation of the Water Department. The infrastructure at the Pumping Pool has not been repaired since it was brought online in 1988.

Bidding for Lake Bloomington Road Resurfacing Project (Bid #2027-08) was released on June 11, 2026, with the bid opening being held on June 24, 2026, at 10:05 a.m. CST. The City received two bids for this project, including a submission by HJ Eppel with a total bid amount of \$253,382, and a submission by McLean County Asphalt, Co. for a total bid amount of \$193,114.35. The Local Preference Policy did not apply to this bid as the lowest bidder was a local firm.

The residential road portion of the contractual amount (\$114,004.70) will be paid entirely from the revenue received from the Lake Bloomington Lot Lease income. The City of Bloomington will collect approximately \$175,000 from the 221-leased lots that surround Lake Bloomington. The remaining funds for the Lime Lagoons and Mackinaw River Pumping Pool roads will be paid for from the operational budget for the Mechanical Maintenance Division of the Water Department.

Community Groups/Interested Persons Contacted: Lake Bloomington Association; The request for bids was released on Thursday, June 11, 2026, through the *OpenGov* portal and published in *The Pantagraph*.

Financial Impact: If approved, McLean County Asphalt, Co. will be paid a total amount of \$193,114.35. Budgeted funds will be paid from the Water Lake Maintenance Other Professional and Technical account (50100140-70220) in the amount of \$114,004.70; and the Water Mechanical Maintenance Repairs and Maintenance account (50100160-70550) in the

amount of \$79,109.65. Stakeholders can locate information on these accounts in the FY 2027 Adopted Budget Book titled "Other Funds & Capital Improvement" on pages 134 and 141.

Attachments:

1. Resolution
2. Resolution - Exhibit A - Agreement
3. Bid Tab 2027-08 - Lake Bloomington Road Resurfacing

RESOLUTION NO. 2026 - ____

**A RESOLUTION APPROVING AN AGREEMENT WITH MCLEAN COUNTY ASPHALT, CO.,
FOR THE LAKE BLOOMINGTON PUMPING POOL/LIME LAGOONS AND ROADS
RESURFACING (BID #2027-08), IN THE AMOUNT OF \$193,114.35**

WHEREAS, subject to the provisions of the City Code, City staff are recommending that an agreement with McLean County Asphalt, Co. be approved for the Lake Bloomington Pumping Pool/Lime Lagoons and Roads Resurfacing Project (Exhibit A), in the amount of \$193,114.35 ("Project"); and

WHEREAS, the Project consists of work necessary for the resurfacing of residential and commercial roadways at Lake Bloomington; and

WHEREAS, the Project would improve roads to the Pumping Pool and the Lime Sludge Pool, as both are critical roads for the continued operation of the Water Department. The infrastructure at the Pumping Pool has not been repaired since it was brought online in 1988; 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 27th day of July 2026.

APPROVED this ____ day of July 2026.

CITY OF BLOOMINGTON

ATTEST

Dan Brady, Mayor

Leslie Smith-Yocum, City Clerk

EXHIBIT A

CITY OF BLOOMINGTON AGREEMENT WITH

McLean County Asphalt Co

FOR

Lake Bloomington Pumping Pool/Lime Lagoons and Roads Resurfacing

THIS AGREEMENT, dated this day of July, 2026, is between the City of Bloomington, IL (hereinafter "CITY") and McLean County Asphalt, Co. (hereinafter "VENDOR"). CITY and VENDOR may hereinafter collectively be referred to as the "PARTIES" and individually as the "PARTY".

NOW THEREFORE, the PARTIES agree as follows:

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

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

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

☐

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

☒

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

Bid # 2027-08 - Lake Bloomington Road Resurfacing

(hereinafter "REQUEST").

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

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

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

☐

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

☒

This Agreement is subject to bonding requirements.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

☐

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

☒

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

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

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

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

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

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

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

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

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

If to VENDOR:

Copy to:

If to CITY:

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

Copy to:

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

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

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

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

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

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

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

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

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

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

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

CITY OF BLOOMINGTON

By: _____
Its City Manager

ATTEST:

By: _____
Its City Clerk

VENDOR

By: Addison Dailey
Its GM

By: Linda S. Lay
Its Controller

EXHIBIT A

DESCRIPTION OF SERVICES/WORK PROVIDED

This project is located within McLean County, Illinois, near Lake Bloomington and Evergreen Lake. The project consists of hot-mix asphalt resurfacing of various roadways surrounding Lake Bloomington. The project may also include Bituminous Surface Treatment on the Mackinaw River Pumping Pool Road (A-2) and County Road 2550 North (Lime Pit Access Road) (A-1) per the following specifications and in accordance with Check Sheet LRS 9.

Scope of work also incorporates all bidding and procurement documents for Bid # 2027-08.

EXHIBIT B
COSTS/FEES

Total amount of project not to exceed \$193,114.35.



EVALUATION TABULATION

ITB - PLA No. Bid #2027-08

Lake Bloomington Roadway Resurfacing Project

RESPONSE DEADLINE: June 24, 2026 at 10:05 am

Report Generated: Tuesday, July 21, 2026

SELECTED VENDOR TOTALS

Vendor	Total
McLean County Asphalt Co., Inc.	\$193,114.35
HJ Eppel & Co.	\$281,464.73

BID #2027-08 – LAKE BLOOMINGTON ROADWAY RESURFACING PROJECT

Base Bid - Residential Asphalt Paving & Water Treatment Plant Entrance Please note that the City may select the Base Bid and a combination of the alternates or none of the above.

Bid #2027-08 – Lake Bloomington Roadway Resurfacing Project					HJ Eppel & Co.		McLean County Asphalt Co., Inc.	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total
X	35800100	PREPARATION OF BASE	4407	SQ YD	\$2.80	\$12,339.60	\$1.60	\$7,051.20
X	40600275	BITUMINOUS MATERIALS PRIME COAT	414	POUND	\$6.00	\$2,484.00	\$1.25	\$517.50
X	40600290	BITUMINOUS MATERIALS TACK COAT	2099	POUND	\$1.25	\$2,623.75	\$1.00	\$2,099.00
X	40600982	HMA SURFACE REMOVAL BUTT JOINT	181	SQ YD	\$18.25	\$3,303.25	\$32.00	\$5,792.00
X	40604050	HMA SURFACE COURSE, IL-9.5, MIX "C" N50	543	TON	\$160.00	\$86,880.00	\$165.00	\$89,595.00

EVALUATION TABULATION
ITB - PLA No. Bid #2027-08
Lake Bloomington Roadway Resurfacing Project

Bid #2027-08 – Lake Bloomington Roadway Resurfacing Project					HJ Eppel & Co.		McLean County Asphalt Co., Inc.	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total
X	44201692	CLASS D PATCHES, TYPE II, 4 INCH	80	SQ YD	\$115.00	\$9,200.00	\$50.00	\$4,000.00
X	44201694	CLASS D PATCHES, TYPE III, 4 INCH	90	SQ YD	\$115.00	\$10,350.00	\$55.00	\$4,950.00
Total						\$127,180.60		\$114,004.70

BID #2027-08 – LAKE BLOOMINGTON ROADWAY RESURFACING PROJECT

Alternate Bid #1 - Lime Pit Road

Bid #2027-08 – Lake Bloomington Roadway Resurfacing Project					HJ Eppel & Co.		McLean County Asphalt Co., Inc.	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total
X	35800100	PREPARATION OF BASE	3120	SQ YD	\$3.00	\$9,360.00	\$1.60	\$4,992.00
X	44201333	CLASS C PATCHES, TYPE III, 8 INCH	46	SQ YD	\$145.00	\$6,670.00	\$145.00	\$6,670.00
X	LR403400	BITUMINOUS MATERIALS COVER & SEAL COATS	5	TON	\$3,870.00	\$19,350.00	\$2,183.00	\$10,915.00
X	LR403600	SEAL COAT AGGREGATE	43	TON	\$615.00	\$26,445.00	\$95.00	\$4,085.00
Total						\$61,825.00		\$26,662.00

BID #2027-08 – LAKE BLOOMINGTON ROADWAY RESURFACING PROJECT

Alternate Bid #2 - Pumping Pool Road

EVALUATION TABULATION
ITB - PLA No. Bid #2027-08
Lake Bloomington Roadway Resurfacing Project

Bid #2027-08 – Lake Bloomington Roadway Resurfacing Project					HJ Eppel & Co.		McLean County Asphalt Co., Inc.	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total
X	X2020108	GRADING AND SHAPING (SPECIAL)	934	SQ YD	\$3.00	\$2,802.00	\$10.00	\$9,340.00
X	35800100	PREPARATION OF BASE	2329	SQ YD	\$3.00	\$6,987.00	\$1.60	\$3,726.40
X	44201694	CLASS D PATCHES, TYPE III, 4 INCH	117	SQ YD	\$115.00	\$13,455.00	\$55.00	\$6,435.00
X	40600275	BITUMINOUS MATERIALS PRIME COAT	8077	POUND	\$1.69	\$13,650.13	\$1.25	\$10,096.25
X	LR403400	BITUMINOUS MATERIALS COVER & SEAL COATS	10	TON	\$2,375.00	\$23,750.00	\$1,430.00	\$14,300.00
X	LR403500	COVER COAT AGGREGATE	45	TON	\$355.00	\$15,975.00	\$95.00	\$4,275.00
X	LR403600	SEAL COAT AGGREGATE	45	TON	\$352.00	\$15,840.00	\$95.00	\$4,275.00
Total						\$92,459.13		\$52,447.65



For City Council: July 27, 2026

Ward Impacted: City Wide

Subject: Consideration and Action on A Resolution Approving the Content of and Retention of Certain Closed Session Meeting Minutes, and Authorizing the Destruction of Audio

Recommended Motion: The proposed Resolution be approved.

Strategic Plan:

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 Open Meetings Act ("OMA") requires Executive Session (aka closed session) minutes to be reviewed semi-annually, every six months. Unless otherwise approved for release, staff recommend that all other closed executive session minutes of the City Council remain confidential.

Council met in Executive Session on July 13, 2026, and reviewed the content of five (5) sets of minutes regarding historical Executive Session meetings as required by OMA. The content-based review of the minutes occurred, and the minutes are now being recommended for approval and to be held confidential as outlined in the proposed Resolution.

OMA Section 2.06(c) of 5 ILCS requires that all closed executive session meetings be audio or video recorded, as well as allows for the destruction of those recordings after 18 months if the meeting minutes from those closed sessions have been approved as to content and the City Council approves of the destruction of the audio. Staff are requesting the approval to destroy applicable audio/video of closed sessions prior to January 13, 2025, except where the law requires otherwise.

Community Groups/Interested Persons Contacted: N/A

Financial Impact: N/A

Attachments:

1. Resolution

RESOLUTION NO. 2026 - ____

**A RESOLUTION APPROVING THE CONTENT OF AND RETENTION OF CERTAIN
CLOSED EXECUTIVE SESSION MEETING MINUTES, AND AUTHORIZING
THE DESTRUCTION OF AUDIO**

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

WHEREAS, the Illinois Open Meetings Act (“the Act”), Section 2.06(d), requires public bodies to review closed executive session minutes semi-annually, every six months, to determine whether or not a need for confidentiality of closed session minutes exists; and

WHEREAS, the Act requires the City to “report” its decision on what closed executive session minutes it is keeping confidential; and

WHEREAS, Section 2.06(c) of the Act requires that all closed executive session meetings be audio or video recorded, as well as allows the destruction of those recordings after 18 months if the meeting minutes from those closed sessions have been approved as to content and the City Council approves of the destruction of the audio; and

WHEREAS, the City Council conducted a review of its closed executive meeting minutes while in closed Executive Session on July 13, 2026; and

WHEREAS, the City Council finds that the best interests of the City are served by outlining its review of the closed executive session meeting minutes, as set forth in Exhibit A, and allowing the destruction of audio of closed sessions that are over 18 months old.

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

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

SECTION 2. The City Council hereby reports its decision on the confidentiality of the meeting minutes and report of same as set forth in Exhibit A.

SECTION 3. The City Council hereby approves the destruction of any and all closed session audio/video made prior to January 13, 2025, except where the law requires otherwise.

SECTION 4. If any section, paragraph, clause, or provision of the Resolution shall be held invalid, the invalidity thereof shall not affect any of the other provisions of this Resolution.

SECTION 5. All Resolutions in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 6. This Resolution shall be in full force and effective immediately after its passage and approval.

PASSED this 27th day of July 2026.

APPROVED this day of July 2026.

CITY OF BLOOMINGTON

ATTEST

Dan Brady, Mayor

Leslie Smith-Yocum, City Clerk

EXHIBIT A

CLOSED EXECUTIVE SESSION MEETING MINUTES

The content of the following closed session meeting minutes shall be approved by City Council:

Meeting Minutes Date	Statutory Subject
January 26, 2026	Section - 2(c)(12) of 5ILCS 120 – Claims Settlement and Section 2(c)(21) of 5ILCS 120 - Review of Executive Session Minutes Content
February 23, 2026	Section 2(c)(21) of 5ILCS 120 – Semi-Annual Review of Executive Session Minutes
April 27, 2026	Section 2(c)(6) of 5ILCS 120 - Set Price of City Property to Sell / Lease
May 18, 2026	Section - 2(c)(12) of 5ILCS 120 – Claims Settlement and Section 2(c)(1) of 5ILCS 120 - Annual Evaluation of City Manager, Jeff Jurgens
June 8, 2026	Section - 2(c)(12) of 5ILCS 120 – Claims Settlement

Unless otherwise approved for release, all other closed executive session minutes of the City Council are to remain confidential.



For City Council: July 27, 2026

Ward Impacted: Ward 7

Subject: Consideration and Action on an Ordinance Approving a Preliminary Plan for the Subdivision to be Known as Maple Square, for the Property Commonly Known as 1029 Maple Hill Road (PIN 14-31-400-038)

Recommended Motion: The proposed Ordinance be approved.

Strategic Plan:

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

Background: The proposed Preliminary Plan, if approved, would enable a small scale, infill, pocket neighborhood of 22 homes on Maple Hill Rd. The development includes two (2) private streets and public water and sanitary sewer. Stormwater detention will be onsite in a private, HOA owned basin on Outlot A. Twenty-two (22) Lots of Record are created for residential development; Lot 23 contains private drives, green space and trail areas, a community garden, and pavilion space. The property would be developed in two phases, beginning at the north end of the property and working southward. Phase I would include installing the entire water loop and portions of the sanitary and storm sewer infrastructure, constructing Silver Maple and Maple Square Drives, and building 14 homes (Lots 1-14). Phase II would include completing the infrastructure, constructing Sugar Maple Drive, and building eight (8) homes.

The Applicant has requested a number of waivers from the Subdivision Code, primarily related to fees, that are in alignment with the City's initiative to incentivize housing and Council's Strategic Priorities, Housing and Economic Vitality. One waiver is requested related to the content of the subdivision: to not be required to install a public sidewalk along Maple Hill Road that is constructed in a ditch/swale profile; there is no sidewalk currently installed or planned on either adjacent property.

Upon final platting, fees for prior infrastructure improvements made by the City are required. These are called "tap-on" fees. For this project, waivers are requested for the Water Main fee, \$26,500.25, but not of Sanitary Sewer, \$40,124.68. Parkland is required to be dedicated for residential subdivisions, or a fee in lieu may be paid. The small dedication is not desirable to the City, and the developer requests a waiver of the fee in lieu. Given the high value per acre, the per lot cost would be very high (\$24,747.08). Maple Hill Lane has not been improved to a curb and gutter profile but is substantially developed on both sides. Improvements are not likely within the 10 years the developer would be required to hold a bond to assure the "Substandard Road Fee" contribution, and the entirety of the development is likely to be completed well before that. The frontage for this parcel is very long, so at the rate of \$250/LF,

the requested waiver is \$166,250. City Staff supports the waivers as a form of incentive for this unique 22-home project that emphasizes sustainability, innovation, wellness, and long-term cost efficiency.

Following appropriate notice, on July 2, 2026, the Planning Commission held a public hearing, received testimony, and subsequently voted 6-0-0 to recommend approval of the Preliminary Plan and requested waivers, agreeing with staff Findings of Fact that the request met all 18 standards of approval for a Preliminary Plan. In addition, the Commission found the following: A) that waiving the public water tap-on fees supports the implementation of the Plan in a manner that would help conserve 300,000 gallons of water per year; and B) amended staff's findings in Subdivision Principle "A" to include that a public sidewalk along Maple Hill Road would not be required to be constructed due to the lack of connectivity to the north and south and that the design of the existing road uses a potential sidewalk's location as stormwater conveyance.

Community Groups/Interested Persons Contacted: The application was filed in conformance with applicable procedural and public notice requirements. Notice was published in *The Pantagraph* on May 19, 2026; the June meeting of the Planning Commission was subsequently canceled, and the case was postponed to the next regularly scheduled meeting.

Financial Impact:

Through completion of this subdivision, sewer tap-on fees of \$40,210.68 will be paid. The City will gain 22 dwelling units to house new residents who will pay utility bills and property taxes, and may increase retail dollars spent locally due to the ability of an increased workforce to live locally.

Attachments:

1. Ordinance
2. Ordinance - Exhibit B - Preliminary Plan
3. Ordinance - Exhibit C - Findings of Fact

ORDINANCE NO. 2026 - ____

AN ORDINANCE APPROVING A PRELIMINARY PLAN FOR THE SUBDIVISION TO BE KNOWN AS MAPLE SQUARE, FOR THE PROPERTY COMMONLY KNOWN AS 1029 MAPLE HILL ROAD (PIN: 14-31-400-038)

WHEREAS, there was heretofore filed with the City of Bloomington, McLean County, Illinois, an application for approval of a Preliminary Plan for a subdivision to be known as *Maple Square*, for the property legally described in Exhibit A ("PROPERTY"); and

WHEREAS, said application included a Preliminary Plan titled *Preliminary Plan Maple Square*, prepared by Craig Earl, Illinois Professional Engineer No. 062-054466, of the Farnsworth Group, Inc., revised June 23, 2026, and depicted in Exhibit B ("PLAN"); and

WHEREAS, said application requested waivers of a number of fees dictated by Chapter 24 (Subdivision) of the City Code, and of one waiver of content of the subdivision related to the installation of public sidewalk ("WAIVERS"); and

WHEREAS, the PLAN is consistent with the planned and installed public infrastructure for the subject area, the requests for WAIVERS are consistent with the Standard Housing Incentive program (Ordinance No. 2025-035) and the current engineering of Maple Hill Road; and

WHEREAS, the Planning Commission ("COMMISSION"), after proper notice was given, on July 2, 2026, conducted a public hearing on the request for approval of said PLAN, including requested WAIVERS; and

WHEREAS, following said public hearings, the COMMISSION adopted Findings of Fact, attached hereto as Exhibit C ("FINDINGS"), that the proposed PLAN does conform with the standards of the Subdivision Code, Zoning Code, and the Official Comprehensive Plan, and voted to recommend that the City Council ("COUNCIL") pass this Ordinance; and

WHEREAS, the COUNCIL has the power to adopt this Ordinance, and to approve said PLAN.

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

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

SECTION 2. The COUNCIL hereby adopts the FINDINGS of the COMMISSION and the Preliminary PLAN for *Maple Square*, dated June 23, 2026, for the subject PROPERTY, is hereby approved, with the condition of posting 15 MPH speed limits signs be posted along both sides of all private drives, subject to minor technical corrections and modifications.

SECTION 3. The COUNCIL hereby approves the requested WAIVERS, including: substandard road fees (§ 24-305.A.4), parkland dedication of land or fee in lieu (§ 24-702, Subdivision Code), water tap-on fees (Ch. 8, Manual of Practice), and sidewalk construction along Maple Hill Road (Ch., Manual of Practice).

SECTION 4. Said PLAN shall be effective for seven (7) years from the date of this approval, unless a Final Plat is filed and approved for a portion of the PLAN, which shall extend the life of any remaining portion of the valid PLAN for an additional seven (7) years.

SECTION 5. The City Clerk is hereby authorized to publish this Ordinance in pamphlet form as provided by law.

SECTION 6. 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 7. This Ordinance shall take effect immediately after its approval and publication as required by law.

PASSED this 27th day of July 2026.

APPROVED this ____ day of July 2026.

CITY OF BLOOMINGTON

ATTEST

Dan Brady, Mayor

Leslie Smith-Yocum, City Clerk

EXHIBIT A

Legal Description

MAPLE SQUARE PRELIMINARY PLAN

That portion of Lots 21, 22, 23 and 24 in E. Allin's Subdivision of the West Half of the Southeast Quarter and the Southwest Quarter of the Northeast Quarter of Section 31, Township 24 North, Range 2 East and Lot 4 of the Subdivision of Section 6, Township 23 North, Range 2 East of the Third Principal Meridian according to plat thereof recorded April 5, 1871, in Book 1 of Plats, Page 281 within the following described parcel:

All that part of the following described tract lying west of the West Right-of-Way Line of FAI Routes 55 and 74:

The North 40 Acres of the following described tract:

Commencing at a point 262.5 feet south of the center of Section 31, Township 24 North, Range 2 East of the Third Principal Meridian; thence east 1,384 feet to the East Line of the West Half of the Southeast Quarter of Section 31; thence south along said East Line 1,725.5 feet; thence west 690 feet; thence south 1,747 feet to the center of the Peoria Road; thence northwesterly along the center of the Peoria Road 699 feet to a point 906.4 feet south of the Quarter Section Corner on the south side of said Section 31; thence north 3,323.5 feet to the Place of Beginning; except therefrom that part taken by the Department of Public Works and Buildings of the State of Illinois for and in behalf of the People of the State of Illinois in Case No. 8972 C.L., and also except Interstate West Subdivision in the City of Bloomington, according to the plat thereof recorded June 18, 1985, as Document No. 85-7220, in McLean County, Illinois, also except Interchange City West Subdivision in the Town of Normal, according to the plat thereof recorded March 22, 1993, as Document No. 93-6665, in McLean County, Illinois, except the north 622.24 feet thereof.

ADDRESS: 1029 Maple Hill Road, Bloomington, IL, 61705

PIN: 14-31-400-038

EXHIBIT B

PRELIMINARY PLAN MAPLE SQUARE BLOOMINGTON, ILLINOIS SE 1/4 Sec. 31, T.24N., R.2 E. McLean County



LEGAL DESCRIPTION

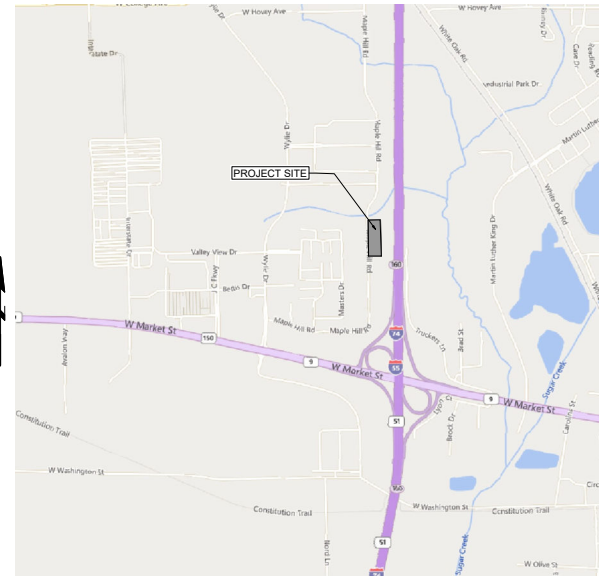
That portion of Lots 21, 22, 23 and 24 in E. Allin's Subdivision of the West Half of the Southeast Quarter and the Southwest Quarter of the Northeast Quarter of Section 31, Township 24 North, Range 2 East and Lot 4 of the Subdivision of Section 6, Township 23 North, Range 2 East of the Third Principal Meridian according to plat thereof recorded April 5, 1871, in Book 1 of Plats, Page 281 within the following described parcel:

All that part of the following described tract lying west of the West Right - of - Way Line of FAI Routes 55 and 74: The North 40 Acres of the following described tract: Commencing at a point 262.5 feet south of the center of Section 31, Township 24 North, Range 2 East of the Third Principal Meridian; thence east 1384 feet to the East Line of the West Half of the Southeast Quarter of Section 31; thence south along said East Line 1725.5 feet; thence west 690 feet; thence south 1747 feet to the center of the Peoria Road; thence northwesterly along the center of the Peoria Road 699 feet to a point 906.4 feet south of the Quarter Section Corner on the south side of said Section 31; thence north 3323.5 feet to the Place of Beginning; except therefrom that part taken by the Department of Public Works and Buildings of the State of Illinois for and in behalf of the People of the State of Illinois in Case No. 8972 C.L., and also except Interstate West Subdivision in the City of Bloomington, according to the plat thereof recorded June 18, 1985 as Document No. 85-7220, in McLean County, Illinois, also except Interchange City West Subdivision in the Town of Normal, according to the plat thereof recorded March 22, 1993, as Document No. 93-6665, in McLean County, Illinois, Except the north 622.24 feet thereof.

PIN 14-31-400-038



Signature: *B. A. Bazan*
DATE: 06/23/2008
EXPIRATION DATE:



LOCATION MAP

SURVEY BENCHMARKS / CONTROL POINTS:

1. BM250: TOP OF FIRE HYDRANT ON THE WEST SIDE OF MAPLE HILL ROAD, SOUTH OF THE DEVELOPMENT
ELEV. = 795.38
2. BM251: TOP OF FIRE HYDRANT ON THE WEST SIDE OF MAPLE HILL ROAD, ACROSS FROM THE DEVELOPMENT
ELEV. = 783.54
3. CP420: IRON ROD WITH FARNSWORTH GROUP CONTROL CAP ON THE NORTH SIDE OF THE DEVELOPMENT
ELEV. = 772.49
4. CP421: MAG SPIKE ON EAST EDGE OF MAPLE HILL ROAD ON NORTH SIDE OF THE DEVELOPMENT
ELEV. = 773.93
5. CP422: IRON ROD WITH FARNSWORTH GROUP CONTROL CAP ON THE SOUTH SIDE OF THE DEVELOPMENT
ELEV. = 793.09

RECOMMENDATION OF PRELIMINARY PLAN APPROVAL BY THE PLANNING COMMISSION OF BLOOMINGTON, ILLINOIS:

"Notice is hereby given that this Preliminary Plan for Maple Square shown hereon is recommended by the Planning Commission of Bloomington, Illinois, for City Council approval with the modifications contained in Appendix A (if any), which is attached hereto."

The Planning Commission of Bloomington, Illinois

Date: July 2, 2006

Case #: PS-02-26

By: *Maureen Ricci*

Planning Commission Staff Liaison

NOTICE OF APPROVAL OF PRELIMINARY PLAN BY THE CITY COUNCIL OF BLOOMINGTON, ILLINOIS:

"The Preliminary Plan for Maple Square shown hereon has received approval by the City Council of Bloomington, Illinois, subject to the modifications contained in Appendix A which is attached hereto, and minor technical corrections."

The City Council of Bloomington, Illinois

Date: _____

By: _____ Mayor

Attest:

City Clerk

INDEX TO SHEETS

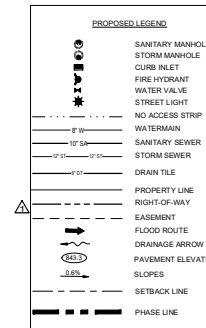
- 1.1 COVER SHEET
- 2.1 PRELIMINARY PLAN - LAYOUT
- 2.2 PRELIMINARY PLAN - UTILITIES

OWNER/DEVELOPER:
COIL, LLC
6 WILLOWBEND CT.
BLOOMINGTON, IL 61705
847-372-3167

ENGINEER:
CRAIG M. EARL, P.E.
FARNSWORTH GROUP, INC.
200 W. COLLEGE AVENUE, SUITE 301
NORMAL, IL 61761
309-663-8435

SURVEYOR:
BRENT BAZAN, P.L.S.
FARNSWORTH GROUP, INC.
200 W. COLLEGE AVENUE, SUITE 301
NORMAL, IL 61761
309-663-8435

ATTORNEY:
NATHAN B. HINCH
201 GROVE STREET
BLOOMINGTON, IL 61701
(309) 829-9486



GENERAL NOTES

1. TOPOGRAPHICAL SURVEY INFORMATION IS BASED ON FIELD SURVEY PREPARED BY FARNSWORTH GROUP, INC. ON FEBRUARY 25TH, 2006.
2. STORMWATER IS BEING DETAINED Δ IN PROPOSED PRIVATE DETENTION AT THE NORTH END OF THE PROPERTY.
3. ALL SANITARY SEWER AND WATER MAIN SHALL BE CONSTRUCTED IN PUBLIC RIGHT-OF-WAY OR UTILITY EASEMENTS AND SHALL BE DEDICATED TO THE CITY OF BLOOMINGTON FOR MAINTENANCE AND OWNERSHIP.
4. ALL STORM SEWER SHOWN WITHIN THE EXISTING R.O.W. OF MAPLE HILL DRIVE SHALL BE PUBLIC. ALL STORM SEWER OUTSIDE THE R.O.W. SHALL BE PRIVATE. DRIVEWAY CULVERTS SHALL BE PRIVATE. Δ
5. THE TOTAL SITE AREA IS 3.55 AC.
6. THE SUBDIVISION LIES WITHIN ZONE X (AREA OF MINIMAL FLOOD HAZARD) ACCORDING TO THE FEDERAL EMERGENCY MANAGEMENT AGENCY'S FLOOD INSURANCE RATE MAP FOR MCLEAN COUNTY, ILLINOIS, COMMUNITY NO. 175490, MAP NO. 17133C0408E, DATED JULY 16, 2008.
7. DATUM - NAD 83 IL STATE PLANE, EAST ZONE
8. THIS LOT IS ZONED R-3A (MULTIPLE FAMILY RESIDENCE) DISTRICT



Signature: *Craig M. Earl*
DATE: 06/23/08
EXPIRATION DATE:



JOINT UTILITY LOCATION INFORMATION FOR EXCAVATORS.
CONTRACTORS SHALL CALL THE TOLL FREE 1-800-892-0123, OR VISIT WEBSITE
<http://www.ireed1call.com> AT LEAST 48 HOURS BEFORE
STARTING EXCAVATION.

S.E. 1/4 & S.W. 1/4 SEC. 31, T.24N., R.2 E, 3 P.M.



**Farnsworth
GROUP**

200 WEST COLLEGE AVENUE, SUITE 301
NORMAL, ILLINOIS 61761
(309) 663-8436 / info@f-w.com

www.f-w.com
Engineers | Architects | Surveyors | Scientists

#	DATE	DESCRIPTION
1	06/10/2008	CITY OF BLOOMINGTON REVIEW COMMENTS
2	06/23/2008	CITY OF BLOOMINGTON REVIEW COMMENTS

**Preliminary Plan
NOT FOR CONSTRUCTION**

PROJECT

COIL, LLC

**Maple Square
Preliminary Plan**

Maple Hill Road, Bloomington,
Illinois 61705

DATE: 05/13/2006

DESIGNED: AEO

DRAWN: AEO

REVIEWED: CME

FIELD BOOK NO.: BM1 2344

SHEET TITLE:

COVER SHEET

SHEET NUMBER:

C1.1

PROJECT NO.: 02600448.001



Farnsworth GROUP

200 WEST COLLEGE AVENUE, SUITE 301
NORMAL, ILLINOIS 61761
(309) 663-8436 / info@f-w.com

www.f-w.com
Engineers | Architects | Surveyors | Scientists

DATE:	DESCRIPTION:
1 06/10/2018	CITY OF BLOOMINGTON REVIEW COMMENTS
2 08/23/2018	CITY OF BLOOMINGTON REVIEW COMMENTS

Preliminary Plan
NOT FOR CONSTRUCTION

PROJECT
COIL, LLC

Maple Square Preliminary Plan

Maple Hill Road, Bloomington,
Illinois 61705

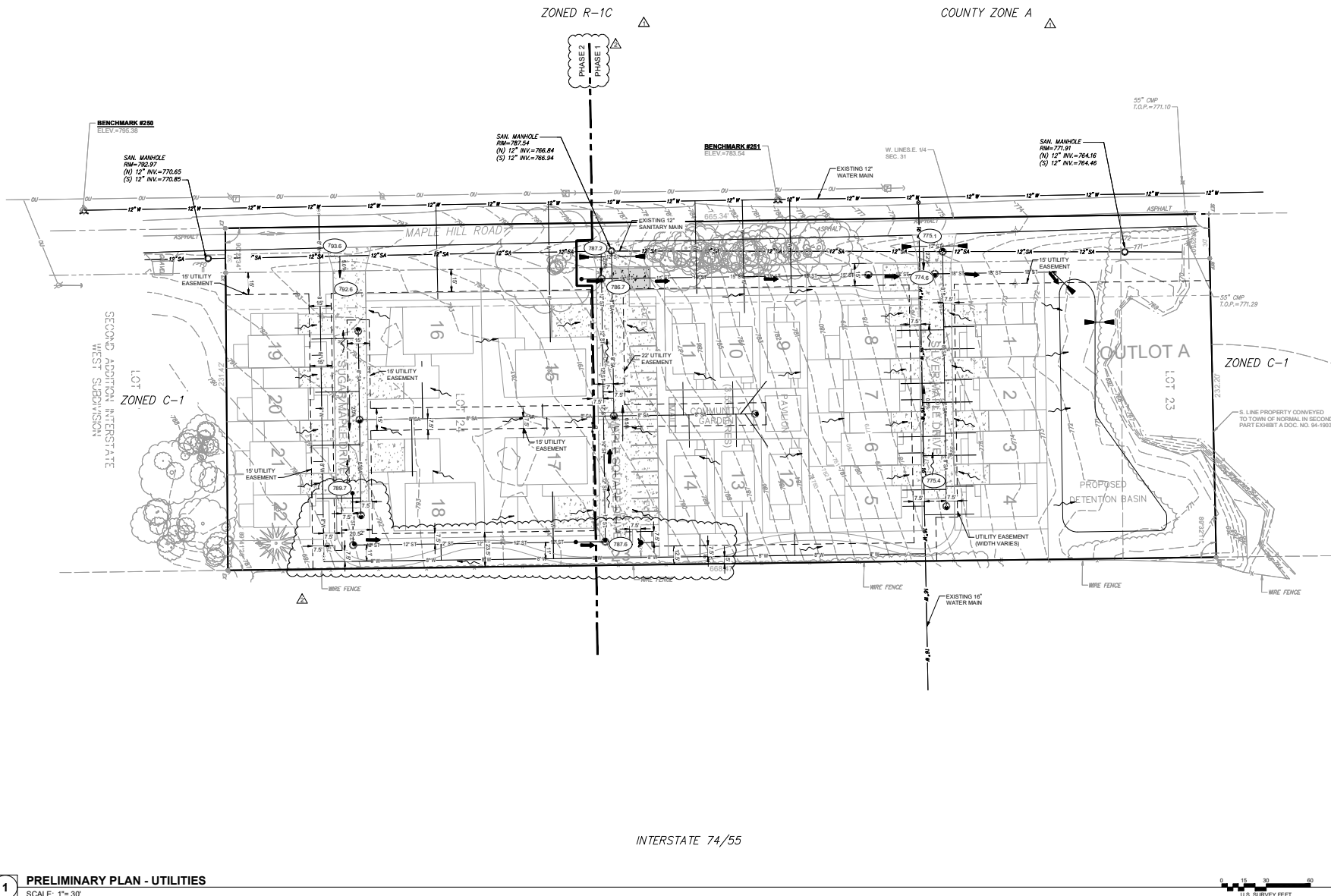
DATE:	05/13/2026
DESIGNED:	AEO
DRAWN:	AEO
REVIEWED:	CME
FIELD BOOK NO.:	BMI 2344

PRELIMINARY PLAN - UTILITIES

SHEET NUMBER

C2.2

PROJECT NO.: 02600448.001



INTERSTATE 74/55

1 PRELIMINARY PLAN - UTILITIES
SCALE: 1"= 30'

EXHIBIT C



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

These are the findings of fact and the recommendation of the City of Bloomington Planning Commission (COMMISSION) concerning a request from **COIL, LLC**, (APPLICANT), in **case PS-02-26**, related to approval of a **Preliminary Plan** for the subdivision to be known as Maple Square (REQUEST).

The request is related the property: 1029 Maple Square Road, PIN 14-31-400-038 (PROPERTY).

After proper notice was given as required by law, the COMMISSION held a public hearing on this case on **July 2, 2026**, and hereby report their findings of fact and recommendation as follows:

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

STANDARDS FOR RECOMMENDING PRELIMINARY PLANS:

Request for Preliminary Plan – Subdivision Principles of Planning

A. Adequate vehicular and pedestrian access should be provided to all parcels.

Direct access to a private drive (“street”) exists for all proposed lots, except for Lots 9-14: these courtyard lots have sidewalk access to off-drive parking along Sugar Maple Drive. Sidewalk requirements are met by providing a sidewalk or pavement along one side of each private drive and common space access to the rear of each home, forming a loop network with a mid-loop crossing at Sugar Maple Drive plus a courtyard subloop.

B. Local street systems should be designed to minimize through-traffic movements.

The proposed Plan contains three (3) curb cuts to private driveways from Maple Hill Road, each serving its own “neighborhood” double-row of lots. There is pedestrian and bicycle access between neighborhoods but no motor vehicle through-traffic access.

C. Traffic generators within residential areas should be considered in the local circulation pattern.

No traffic generators other than the residents of the subdivision are present in the proposed plan and the circulation plan by provision of private drives appears sufficient to serve residents and guests.

D. Planning and construction of local streets should clearly indicate their function.

The local “streets” in the proposed Plan are private drives and comprise Lot 23 which will be held in common by a Property Owners Association (POA). The narrower width and short length of the drives, as well as striped on-drive parking area clearly indicates these drives are intended for use as access, rather than through-streets.

E. Pedestrian-vehicular conflict points should be minimized.

Although sidewalk requirements are met by providing a sidewalk or pavement along one side of each private drive, pedestrian traffic will be adjacent to Red Maple and Silver Maple Drives. Low traffic speeds and pedestrian access to public areas that provide alternate paths of travel are expected to minimize conflict. Posting of 15 mph speed limits is recommended on both sides of all drives.

F. An optimum amount of space should be devoted to street uses.

Local private drives are proposed to be 22-foot-wide back-of-curb to back-of-curb, to minimize impervious surfaces and increase opportunities for common greenspace, while still permitting reasonable distancing of passing vehicles at low speeds.

G. Local streets should be related to topography from the standpoint of both economics, drainage and amenities.

The site primarily slopes northward towards the detention basin and, secondarily, to the southeast: the proposed drives generally run parallel to elevation contours; this will reduce construction engineering and costs. Surface water will drain to pavement which will drain west to the stormwater line, which will then run underground – along with surface swale stormwater – north to the detention basin. There is no topography present that is significant enough to disrupt line of sight during travel.

H. Open space areas should be provided, commensurate with the projected population density of the development.

The Plan proposes significant common space including a community garden, pavilion, and perimeter walking trail. Because of these provisions and the general conservation nature of the Plan, the Applicant has requested that the Parkland Dedication requirement be waived.

I. Public utilities, including water, storm sewer, and sanitary sewer facilities, should be existing or proposed by the developer or the City of Bloomington of a size adequate to serve the proposed subdivision and any other future development they may be required to service.

Public water and sanitary sewer mains of appropriate size are located adjacent to the Plan boundary and will be extended through the site to accommodate the new development. The southern property is already developed, and the northern property cannot be developed, so no main extension beyond the site is required to serve other future development. Stormwater will be collected and detained onsite. Engineering will review and approve the final sizing and layout of any infrastructure obligations remaining as part of the Construction Plan approval process.

J. The general land use principles and planning standards should be applied to the subdivision as contained in the Comprehensive Plan of the City of Bloomington.

The following principles from the “Future Growth & Land Use Plan” from the City’s 2035 Comprehensive Plan are illustrated in the proposed plan:

- **Conservation Neighborhoods:** “...The neighborhood is designed to function within areas with environmentally sensitive features without triggering damage to those features.”
- **Excellence in Design:** “...Design should balance competing priorities and meet multiple needs without compromising quality.”
- **Context:** “Respect and respond to an area’s immediate context. Responsive, place-based design helps create distinctive places that are compatible with surroundings...”

- **Identity:** Develop and maintain inviting and engaging public spaces that encourage social interaction between different types of people. Create a welcoming civic atmosphere.”
- **Choice:** “Offer a range of housing choices with varying sizes, densities, style and age. Housing types, though different, should be designed to relate to each other to create vibrant and cohesive streetscapes.”
- **Sustainability:** “Facilitate naturalized storm water management. Recreational areas could be co-located with natural features while respecting and enhancing natural features such as topography, creeks, wetlands and native plant species.”

Request for Preliminary Plan – Layout and Design Requirements

A. Subdivisions shall consist solely and exclusively of lots of record, outlots, easements, public right-of-way and public improvements.

The proposed Plan consists of 23 Lots of Record (1-23, inclusive) in a variety of sizes to accommodate single-family detached and attached dwellings, with Lot 23 consisting of the commonly-owned private drives and community center and greenspaces, and Outlot A which includes the private detention basin. Minor adjustments to the Outlots and Lots of Record may be needed, and additional easements will need to be created, during Final Platting to allow community stormwater and private access areas to be appropriately owned and managed. Utility and drainage easements, ingress/egress easements, private drives (“streets”), and public and private improvements including sidewalks and trails are also present in this plan or will be required as part of the Final Platting process.

B. All proposed lots of record shall front on and have access to a public street or roadway. Flag lots are not permitted in R1 and R2 Zoning Districts.

All Lots of record front on a private drive, or commonly held Lot, that will permit legal and appropriate access for necessary infrastructure service. The choice not to include frontage on a drive for all Lots was intentional for this development that is designed for people first and cars second.

C. All proposed lots of record shall meet or exceed the lot size, dimension and area requirements of any applicable zoning regulations of the City of Bloomington and, when applicable, the County of McLean.

The overall lot, prior to subdivision, complies with the Zoning Code and would allow the proposed structures to be developed without alteration from the current plan since the current R-3A District allows multiple principal structures on a single lot. A provision that specifies that multiple Lots of Record may make up a Zoning Lot allows the platting of Lots within the current property that does not require individual Lots of Record meet size minimums since the overall development does.

D. Outlots may not be used for buildings or parking lots.

Outlot A will be used for a private stormwater detention basin, and potential passive recreation uses, but not for buildings or parking lots.

E. Rear, side, and front yard easements shall be dedicated to the City for use by the City and private utility companies (for gas, electricity, Cable TV, water, storm sewer, sanitary sewer, et c.) as provided herein.

The property reserved for public and private utility and drainage easements is sufficient. During Final Platting, additional easements may need to be added over drainage pathways, but the current level of detail is sufficient to identify the need and approximate location.

F. Where residential lots are platted abutting an arterial major street, the “back-up” treatment should be used and a “no-access” strip depicted on those lots adjacent to the arterial street.

A “No Access” strip will be provided along Maple Hill Road – a Local Road – except for the three requested curb cuts that will provide access to the private drive network of the subdivision.

G. Boundaries of the subdivision shall be drawn to meet or exceed the required standards.

The boundaries of the proposed Preliminary Plan include “all contiguous property in common ownership or unified control,” as required per § 24-402B of the City Code. The Plan includes sufficient information on the adjacent properties to place the Plan in the context of other development and infrastructure improvements in the area, and to meet the requirements of the Manual of Practice 1.05A(2)(b)(iv).

H. In general, lots shall be as nearly rectangular in shape as practicable.

Lots of Record and Outlot A are generally rectangular. Lots in common ownership, not designed to hold a principal structure, will make up the remaining areas where complicated measurements related to setback will not present an issue.

After considering all the evidence and testimony presented, this COMMISSION finds that the Plan that is the subject of the REQUEST does conform with the standards of the Subdivision Code, and that waiving of the proposed public water tap-on fees supports the implementation of the Plan in a manner that would conserve 300,000 gallons of water per year; and to amend Subdivision “Principle A” to include that a public sidewalk along Maple Hill Road would not be required to be constructed due to the lack of connectivity to the north and south and that the design of the existing road uses a potential sidewalk’s location as stormwater conveyance; and that the Plan does conform with the Zoning Code; and does conform with the Official Comprehensive Plan.

Therefore, this COMMISSION recommends that the REQUEST for approval of the Preliminary Plan for the subdivision to be known as Maple Square, for the PROPERTY described above be granted by the Bloomington City Council with the following waivers and conditions:

- Waiver of substandard road fees
- Waiver of parkland dedication of land or fees in lieu (§ 24-702, Subdivision Code)
- Waiver of required form and content of preliminary plan (§ 24-402, Subdivision Code)
 - Waiver of water tap-on fees (Chapter 8, Manual of Practice)
 - Waiver of sidewalk construction along Maple Hill Road (Chapter 5, Manual of Practice)
- Condition of posting 15 mph speed limits along both sides of all drives.

ROLL CALL VOTE: 6-0

AYES: Beyer; Lewis; Mosley; Pontius; Peradotti; Prior

NAYS: None

ABSTENTIONS: None

Respectfully submitted by the City of Bloomington Planning Commission.



Bill Peradotti, Chair

7/9/2026 | 8:06 PM CDT

Date



For City Council: July 27, 2026

Ward Impacted: Ward 7

Subject: Consideration and Action on an Application from House of Yolk of West Bloomington, Inc., d/b/a House of Yolk Breakfast Restaurant, located at 2115 W. Market St., Requesting Approval of a Class RAS (Restaurant, All Types of Alcohol, and Sunday Sales) Liquor License

Recommended Motion: The proposed Application be approved.

Strategic Plan:

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: House of Yolk of West Bloomington, Inc., d/b/a House of Yolk Breakfast Restaurant (Applicant), located at 2115 W. Market St., is requesting the approval of a Class RAS (Restaurant, All Types of Alcohol, and Sunday Sales) Liquor License.

After a Public Hearing on July 14, 2026, the Liquor Commission positively recommended the application to Council. Draft minutes of the hearing are attached.

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

Community Groups/Interested Persons Contacted: In accordance with the City Code, a public notice was published on July 5, 2026, in *The Pantagraph*. 11 notices were mailed to properties within 500 ft. of the applicant's property.

Financial Impact: The current annual license fee for a Class RAS Liquor License is \$3,300 and will be recorded in the Non-Departmental-Liquor Licenses account (10010010-51010). Stakeholders can locate this in the FY 2027 Budget Book titled "Budget Overview & General Fund" on page 132. 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_House of Yolk Breakfast Restaurant
2. Draft Liquor Commission Minutes_House of Yolk Breakfast Restaurant

CITY CLERK DEPARTMENT
City Council Item Verification Memo



Liquor Commission Date 07/14/26

City Council Date 07/27/26

Acct. #	11996	Billing Cycle	Annual
Legal Entity Name	House of Yolk of West Bloomington, Inc.	DBA/Assumed Name	House of Yolk Breakfast Restaurant
Business Address	2115 W. Market St.	Zip Code	61705
Ownership	Juan Canchola, 34%; Nicolas Canchola, 33%; and Filigonio Canchola, 33%	Managers	Nicolas Canchola

The City Clerk Department has reviewed the application of the above-mentioned applicant's submission. Please see below for a list of reviewed documents and information related to the requested license.

Documents & Review Details

Included with Submission:

- Completed Application
- Ownership and Manager Information
- Financial Statement
- Assumed Name Adoption Certificate
- Articles of Incorporation
- \$2,000 Bond
- Lease Agreement
- Computer-Generated Site/Floor Plan
- Applicable Application & Background Investigation Fees Paid

Documents/Information Verified During Review

- Applicable Required Background Investigations Completed
 - Juan Canchola, 34% Owner; and Nicolas Canchola, 33% Owner – *No Concerns to Report*
 - Filigonio Canchola, 33% Owner – *Flagged for Review, Report Included in Packet*
- Assumed/Doing Business As (DBA) Name Registered with the State of IL
- Entity is in Good Standing with the State of IL
- B/N Food & Beverage Tax Registration Form Submitted

Due Before License Issuance

- Development Services & Health Department Inspections
- List of BASSET Certified Individuals
- Certificate of Liquor Liability Insurance

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)	HOUSE OF YOLK OF WEST BLOOMINGTON, INC
Doing Business As (DBA) OR Establishment Name <i>(Assumed names must be registered with the State of Illinois)</i>	HOUSE OF YOLK BREAKFAST RESTAURANT
Legal Entity Address <i>(including City, State, and Zip)</i>	2115 W MARKET ST BLOOMINGTON, IL 61705
Legal Entity Phone Number	678-364-9441
Legal Entity Email Address	licensesupport@esgaccounting.com
Establishment Address including Zip	2115 W MARKET ST BLOOMINGTON, IL 61705
Establishment Phone Number	678-364-9441
Establishment Email Address	licensesupport@esgaaccounting.com
*Email Address for <u>ALL</u> City Communications:	licensesupport@esgaccounting.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
JUAN CANCHOLA	CARLOCK	IL	61725
Phone Number	Email Address		

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

Name (First & Last)	City	State	Zip
JUAN CANCHOLA	CARLOCK	IL	61725
Phone Number	Email Address		

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

Name (First & Last)	City	State	Zip
NICOLAS CANCHOLA	CARLOCK	IL	61725
Phone Number	Email Address		

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

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

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

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

Status of Business Information:

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

☐ Sole Proprietorship

☐ Partnership (Date of Formation: _____)

☐ Limited Liability Company (LLC)

☒ Corporation (Inc. or Corp.)

A copy of the Articles of Organization must be attached.

A copy of the Articles of Incorporation must be attached.

- 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:

☒ Yes ☐ No Are 21 years of age or older.

☒ Yes ☐ No Are citizens of the United States.

☒ Yes ☐ No Have never been convicted of any felony, or of the violation of any law relating to the prohibition of the sale of alcoholic liquor, or any other crime or misdemeanor (except minor traffic violations).

☒ Yes ☐ No Have never been convicted of a violation of any federal or state law concerning the manufacture, possession, or sale of alcoholic liquor.

☒ Yes ☐ No Have never been convicted of pandering or any other crime opposed to decency and morality.

- Illinois Liquor Law states the applicant individual must be a resident of the city, village or county in which the premises covered by the license is located. 235ILCS 5/6-2(a)(1)

2A ☒ Yes ☐ No Are any of the persons listed under ownership a resident of McLean County?

2B ☒ Yes ☐ No Is the General Manager a resident of McLean County?

- ☐ 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) Full service Restaurant
- What class of liquor license is being sought? (See descriptions beginning on page 1.) RA, S
- ☒ 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: _____
To provide liquor for on-premises consumption to enhance the customer experience and support business
- If approved, how would the liquor license benefit the City and its residents? _____
More revenue for the city. More options for people living in West 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? _____
As a full service restaurant, the majority of sales will be food.
- 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:	7:00am	5:00pm
Tuesday:	7:00am	5:00pm
Wednesday:	7:00am	5:00pm
Thursday:	7:00am	5:00pm
Friday:	7:00am	5:00pm
Saturday:	7:00am	5:00pm
Sunday:	7:00am	5:00pm

- Describe the surrounding neighborhood within 500 ft. of the establishment (e.g. residential, commercial, mixed, etc.)
Mostly commercial area with hotels and stores surrounding it
 - If there are office or commercial buildings nearby, approximately what are their hours of operation?
10:00am- 8:00pm/hotels possibly 24 hours
 - Is the area predominately residential, are they single or multi-family homes?
no
- Describe any and all streets immediately surrounding the establishment: (e.g. approximate width, one-way, two-way, parking restrictions, etc.)
To the front there is Market Street, a large two way street with 8 lanes. To the side there is Wylie Dr., a two way with 4 lanes street
- How much additional traffic is expected to be generated with a liquor license?
There might not be a noticeable increase of traffic since the area already experiences a high volume of traffic.
- Describe any and all on- and off-street parking:
All parking will be the building's own parking
- 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: VG
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.

NICOLAS CANCHOLA

MANAGER

Name (Please Print)

Title

05/26/2025

Signature

Date

County Criminal Records Search

Results

View

Print Report

Print Search



Background Screening Report

Scott Roberts and Associates
 1601 Forum Place
 Suite 203
 West Palm Beach, FL 33401
 Phone: 561-253-6380 / 888-605-4265
 Fax: 561-253-6381 / 888-605-4305

FILE NUMBER 824814
 REPORT TO City of Bloomington IL - City Clerk
 (CL3409)
 115 E Washington St
 Ste 103
 Bloomington, IL 61701
 Phone: (309) 434-2314
 Fax: -

REPORT DATE 06-22-2026
 ORDER DATE 06-17-2026 Ashley Lara
 TYPE City of Bloomington (Lic) - Licensing
 Package (25 Yr Lookback)

Application Information

APPLICANT CANCHOLA, FILIGONIO SSN [REDACTED] DOB [REDACTED]
 DRIVERS LICENSE [REDACTED] PHONE NUMBER [REDACTED]
 E-MAIL licensesupport@esgaccounting.com
 ADDRESS(ES) [REDACTED] CITY / STATE / ZIP MORTON, IL 61550

County Criminal Records Search

RESULTS **Records Found**
 NAME SEARCHED CANCHOLA, FILIGONIO
 DOB SEARCHED [REDACTED]
 JURISDICTION IL-TAZEWEILL

SEARCH DATE 06-22-2026 7:42 AM MDT
 SEARCH SCOPE 25 Years

*** Abstract ***

NAME ON RECORD FILIGONIO CANCHOLA
 DOB ON RECORD [REDACTED]
 OTHER IDENTIFIERS
 OTHER INFO

CASE NUMBER 2003-CF-000158
 COURT IL; COURT CIRCUIT COURT
 FILE DATE 2003-03-10

Count

TYPE MISDEMEANOR
 DISPOSITION Guilty
 DISPOSITION DATE 2003-11-17
 SENTENCE Jail: 2 DAYS, 2 DAYS Credit
 Probation: 24 MONTHS
 Fines and/or Court Costs

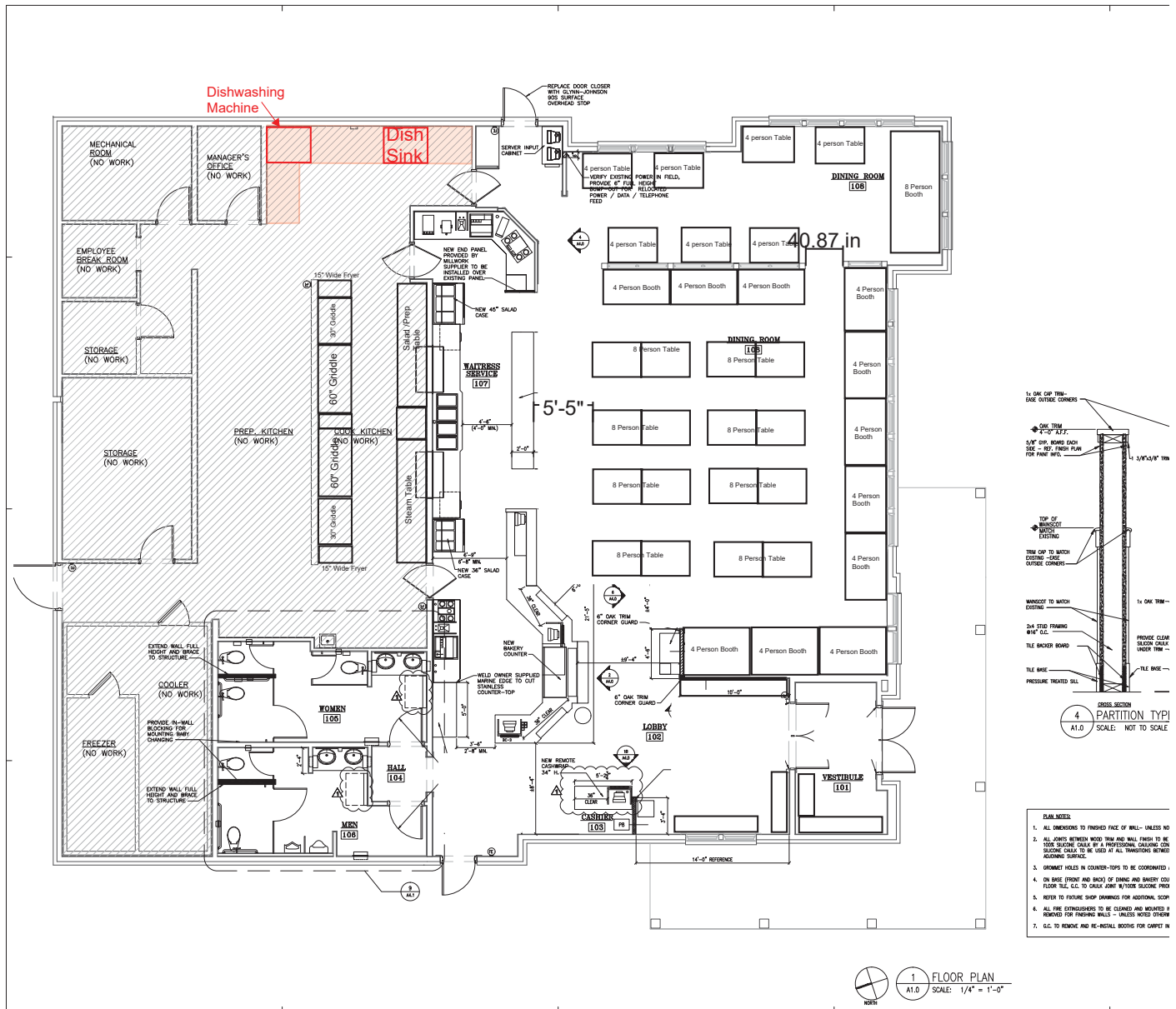
OFFENSE BATTERY/MAKES PHYSICAL CONTACT
 OFFENSE DATE 2003-03-08

OTHER INFO

COMMENT

WARNING: Based on the information provided Scott Roberts and Associates searched for public records in the sources referenced herein for criminal history information as permitted by federal and state law. 'Records Found' means that our researchers found a record(s) in that jurisdiction that matched the personal identifiers (i.e., Name, SSN, Date of Birth, Address) listed for the subject in the above abstract. Scott Roberts and Associates does not guarantee the accuracy or truthfulness of the information as to the subject of the investigation, but only that it is accurately copied from public records. Information generated as a result of identity theft, including evidence of criminal activity, may be inaccurately associated with the consumer who is the subject of this report. Further investigation into additional jurisdictions, or utilization of additional identifying information, may be warranted.

Please call for assistance.



The following Item was presented:

Item 5.C. Public Hearing and Action on an Application from House of Yolk of West Bloomington, Inc., d/b/a House of Yolk Breakfast Restaurant, located at 2115 W. Market St., Requesting Approval of a Class RAS (Restaurant, All Types of Alcohol, and Sunday Sales) Liquor License. (Recommended Motion: The Public Hearing proceeds to determine whether the Application meets liquor licensure requirements.)

Commissioner Brady opened the Public Hearing at 4:16 p.m.

Leslie Yocum, City Clerk, explained that the item was a new liquor license application for a restaurant at 2115 West Market Street, requesting all types of alcohol with Sunday sales.

Juan Canchola Sr., Partial Owner; and Juan Canchola Jr., Employee and Translator, after being sworn, addressed the Commission. Mr. Canchola (Jr.) explained that they were looking to serve alcohol in addition to their food menu.

Commissioner Jordan asked if there was already a business in operation at the location. Mr. Canchola (Jr.) answered yes.

Commissioner Peterson asked where the restaurant was located. Mr. Canchola (Jr.) explained that it was location in the previous Bob Evan's location. Commissioner Peterson clarified that they wanted to sell alcohol with breakfast items. Mr. Canchola (Jr.) answered yes and noted that they serve breakfast and lunch and gave examples of types of drinks they would serve.

Commissioner Jordan asked if Mr. Canchola (Sr.) also owned Fiesta Ranchera. Mr. Canchola (Sr.) answered yes.

Commissioner Meister asked who the on-site manager and hours of operation would be. Mr. Canchola (Sr.) noted that it would be him and his son, Nicolas, as managers on site and noted that their hours were 7 a.m. to 5 p.m. everyday. Commissioner Meister asked if all employees would be BASSET Certified. Mr. Canchola (Sr.) answered yes.

Asst. Police Chief Paul Williams verified that they would close at 5 p.m. every day and had no intention of being open later. Mr. Canchola (Jr.) confirmed they would close at 5 p.m. Asst. Police Chief Williams asked that they contact the Police Department to update emergency contact information.

Building Safety had no concerns.

Commissioner Brady asked if anyone in the audience wanted to speak for or against the Item. No one came forward.

Police had no concerns.

Building Safety had no concerns.

Commissioner Brady Closed the Public Hearing at 4:19 p.m.

Commissioner Meister made a motion, seconded by Commissioner Peterson, to positively recommend the Item to Council.

Commissioner Brady directed the Clerk to call roll:

AYES: Brady; Meister; Jordan; Peterson

Motion carried.



For City Council: July 27, 2026

Ward Impacted: Ward 6

Subject: Consideration and Action on an Application from BillHill, Inc., d/b/a Maguires, located at 220 N. Center St., Requesting Approval of a Change in Ownership for their Class TAS (Tavern, All Types of Alcohol, and Sunday Sales) Liquor License

Recommended Motion: The proposed Application be approved.

Strategic Plan:

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: BillHill, Inc., d/b/a Maguires (Applicant), located at 220 N. Center St., is requesting approval of a Change in Ownership for their Class TAS (Tavern, All Types of Alcohol, and Sunday Sales) Liquor License.

Current Ownership: Robert Hill, 100%

Proposed Ownership: Joseph Whitaker, 50%; and Laura Borgula, 50%

After a Public Hearing on July 14, 2026, the Liquor Commission positively recommended the application to Council. Draft minutes of the hearing are attached.

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

Community Groups/Interested Persons Contacted: In accordance with the City Code, a public notice was published on July 5, 2026, in *The Pantagraph*. 476 notices were mailed to properties within 500 ft. of the applicant's property.

Financial Impact: The current annual license fee for a Class TAS Liquor License is \$3,300 and will be recorded in the Non-Departmental-Liquor Licenses account (10010010-51010). Stakeholders can locate this in the FY 2027 Budget Book titled "Budget Overview & General Fund" on page 132. 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_Maguires
2. Draft Liquor Commission Minutes_Maguires

CITY CLERK DEPARTMENT
City Council Item Verification Memo



Liquor Commission Date 07/14/26

City Council Date 07/27/26

Acct. #	2518	Billing Cycle	Semi-Annual
Legal Entity Name	Bill Hill, Inc.	DBA/Assumed Name	Maguires
Business Address	220 N. Center St.	Zip Code	61701
Current Ownership	Robert Hill, 100%	Proposed Ownership	Joseph Whitaker, 50%; and Laura Borgula, 50%

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 and Manager Information
- Financial Statements
- Stock Purchase Agreement
- Certificate of Liquor Liability Insurance
- \$2,000 Bond
- Lease Agreement
- Applicable Application & Background Investigation Fees Paid

Documents/Information Verified During Review

- Applicable Required Background Investigations Completed
 - Laura Borgula, 50% Owner – *No Concerns to Report*
 - Joseph Whitaker, 50% Owner – *Flagged for Review, Report Included in Packet*
- Assumed/Doing Business As (DBA) Name Registered with the State of IL
- Entity is in Good Standing with the State of IL
- B/N Food & Beverage Tax Registration Form Submitted

Due Before License Issuance

- Development Services & Health Department Inspections
- List of BASSET Certified Individuals

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



Liquor License Application

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

Legal Entity Name (Corporate/LLC Name)	BillHill, Inc.
Doing Business As (DBA) OR Establishment Name <i>(Assumed names must be registered with the State of Illinois)</i>	Maguire's
Legal Entity Address <i>(including City, State, and Zip)</i>	220 N Center St Bloomington, IL 61701
Legal Entity Phone Number	309-829-0002
Legal Entity Email Address	joewhitaker33@gmail.com
Establishment Address including Zip	220 N Center St Bloomington, IL 61701
Establishment Phone Number	309-829-0002
Establishment Email Address	joewhitaker33@gmail.com
*Email Address for <u>ALL</u> City Communications:	joewhitaker33@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
Joseph Whitaker	Bloomington	Illinois	61701
Phone Number	Email Address		
[REDACTED]	joewhitaker33@gmail.com		

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

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

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

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

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

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

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

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

Status of Business Information:

- Check the applicable box which corresponds to your business's filing with the Illinois Secretary of State.
☐ Sole Proprietorship
☐ Limited Liability Company (LLC) *A copy of the Articles of Organization must be attached.*
☐ Partnership (Date of Formation: 05-06-1997)
☒ Corporation (Inc. or Corp.) *A copy of the Articles of Incorporation must be attached.*
- 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:
 - ☒ Yes ☐ No Are 21 years of age or older.
 - ☒ Yes ☐ No Are citizens of the United States.
 - ☒ Yes ☒ No Have never been convicted of any felony, or of the violation of any law relating to the prohibition of the sale of alcoholic liquor, or any other crime or misdemeanor (except minor traffic violations).
 - ☒ Yes ☒ No Have never been convicted of a violation of any federal or state law concerning the manufacture, possession, or sale of alcoholic liquor.
 - ☒ Yes ☒ No Have never been convicted of pandering or any other crime opposed to decency and morality.
- Illinois Liquor Law states the applicant individual must be a resident of the city, village or county in which the premises covered by the license is located. 235ILCS 5/6-2(a)(1)
 - 2A ☒ Yes ☐ No Are any of the persons listed under ownership a resident of McLean County?
 - 2B ☒ Yes ☐ No Is the General Manager a resident of McLean County?
- ☐ 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:

1. What type of establishment is intended to be operated with this license? (e.g. lounge, tavern, restaurant, wine & cheese shop) Tavern, All Types, Sunday Sales
2. What class of liquor license is being sought? (See descriptions beginning on page 1.) TAS
3. ☒ Yes ☐ No Will the establishment offer Sunday Sales?
4. ☐ Yes ☒ No Will the establishment offer Curbside Pick-Up & Delivery of Alcohol? (Package License Holders Only)
See City Code Ch. 6 Sec. 32 for more details. <https://ecode360.com/34837503>
5. ☒ Yes ☐ No Will the establishment offer an Outdoor Dining Area?
6. State the reason the applicant desires a liquor license for the establishment: _____
buying existing establishment
7. If approved, how would the liquor license benefit the City and its residents? _____
continuing operation of a Bloomington staple for the last 30 years.
8. ☒ Yes ☐ No Will the establishment offer live entertainment in the establishment? *If yes, please explain:*
Occasional Live Music will be offered
9. ☒ Yes ☐ No Will the proposed or current establishment sell food?
10. ☒ Yes ☐ No Will most of the establishment's gross revenue come from sources other than the sale of alcohol?
If yes, what sources will such revenue be derived? _____
Looking to expand food sales while taking advantage of expanded outdoor dining.
11. If approved, what license renewal billing cycle would be preferred? ☐ Annual ☒ Semi-Annual

Impact of Establishment:

1. What are the proposed hours of operation?

Day	Time Open	Time Close
Monday:	11:00 am	1:00 am
Tuesday:	11:00 am	1:00 am
Wednesday:	11:00 am	1:00 am
Thursday:	11:00 am	1:00 am
Friday:	11:00 am	2:00 am
Saturday:	11:00 am	2:00 am
Sunday:	11:00 am	1:00 am
2. Describe the surrounding neighborhood within 500 ft. of the establishment (e.g. residential, commercial, mixed, etc.)
Mixed
 - 2A. If there are office or commercial buildings nearby, approximately what are their hours of operation?
purchasing an existing business that takes advantage of commercial operations currently in existence.
 - 2B. Is the area predominately residential, are they single or multi-family homes?
No, mostly commercial
3. Describe any and all streets immediately surrounding the establishment: (e.g. approximate width, one-way, two-way, parking restrictions, etc.) _____
Mix of one way and two way
4. How much additional traffic is expected to be generated with a liquor license? _____
Same, existing license.
5. Describe any and all on- and off-street parking: _____
Free 2-hour parking
6. How many establishments with liquor licenses are located within 500 ft. of the establishment? same as currently

**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:

Maguire's currently holds an existing Bloomington Liquor License and is undergoing an ownership change.

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.

Joseph Whitaker

President

Name (Please Print)

Title

06/08/2026

Date

Signature

County Criminal Records Search

Results

View

Print Report

Print Search



Background Screening Report

Scott Roberts and Associates
1601 Forum Place
Suite 203
West Palm Beach, FL 33401
Phone: 561-253-6380 / 888-605-4265
Fax: 561-253-6381 / 888-605-4305

FILE NUMBER 824725
REPORT TO City of Bloomington IL - City Clerk
(CL3409)
115 E Washington St
Ste 103
Bloomington, IL 61701
Phone: (309) 434-2314
Fax: -

REPORT DATE 06-16-2026
ORDER DATE 06-15-2026 Ashley Lara
TYPE City of Bloomington (Lic) - Licensing
Package (25 Yr Lookback)

Application Information

APPLICANT WHITAKER, JOSEPH CHARLES SSN [REDACTED] DOB [REDACTED]
DRIVERS LICENSE [REDACTED] PHONE NUMBER [REDACTED]
E-MAIL joe.whitaker33@gmail.com
ADDRESS(ES) [REDACTED] CITY / STATE / ZIP BLOOMINGTON, IL 61701

County Criminal Records Search

RESULTS Records Found

NAME SEARCHED WHITAKER, JOSEPH CHARLES
DOB SEARCHED [REDACTED]
JURISDICTION NC-BUNCOMBE

SEARCH DATE 06-15-2026 2:23 PM MDT
SEARCH SCOPE 25 Years

*** Abstract ***

NAME ON RECORD WHITAKER, JOSEPH, C CASE NUMBER 2010CR 007076
DOB ON RECORD [REDACTED] COURT BUNCOMBE;
OTHER IDENTIFIERS [REDACTED] FILE DATE 2010-08-24

OTHER INFO *Address Match - Confirmed with SSN Address History

Count

TYPE MISDEMEANOR OFFENSE AID AND ABET UNDERAGE TO DRINK ALCOHOL
DISPOSITION Guilty
DISPOSITION DATE 2011-05-17 OFFENSE DATE 2010-07-01
SENTENCE Community Punishment 5 Days
Unsupervised Probation 6 Months
Fines and/or Court Costs

OTHER INFO

COMMENT

WARNING: Based on the information provided Scott Roberts and Associates searched for public records in the sources referenced herein for criminal history information as permitted by federal and state law. 'Records Found' means that our researchers found a record(s) in that jurisdiction that matched the personal identifiers (i.e., Name, SSN, Date of Birth, Address) listed for the subject in the above abstract. Scott Roberts and Associates does not guarantee the accuracy or truthfulness of the information as to the subject of the investigation, but only that it is accurately copied from public records. Information generated as a result of identity theft, including evidence of criminal activity, may be inaccurately associated with the consumer who is the subject of this report. Further investigation into additional jurisdictions, or utilization of additional identifying information, may be warranted. Please call for assistance.

The following Item was presented:

Item 5.B. Public Hearing and Action on an Application from Bill Hill, Inc., d/b/a Maguires, located at 220 N. Center St., Requesting Approval of a Change in Ownership for their Class TAS (Tavern, All Types of Alcohol, and Sunday Sales) Liquor License.. (Recommended Motion: The Public Hearing proceeds to determine whether the Application meets liquor licensure requirements.)

Commissioner Brady opened the Public Hearing at 4:08 p.m.

Leslie Yocum, City Clerk, explained that the item was a 100% change of ownership for a tavern liquor license with all types of alcohol and Sunday sales, which would require City Council action.

Michael Butts, Attorney; Joe Whitaker, Proposed Owner; and Laura Borgula, Proposed Owner, after being sworn, addressed the Commission.

Mr. Butts explained that in late May the purchasers entered into an agreement with current owner Robert Hill, whose company operates McGuire's downtown. He stated that Joe Whitaker had managed the bar for about 15 years and, along with Mrs. Borgula, now planned to purchase it, with business operations expected to remain largely the same aside from possible minor updates such as menu tweaks or cosmetic improvements. He noted that closing on the sale was contingent on completion of the liquor and gaming licensing process.

Mr. Whitaker agreed with his counsel's explanation and noted that McGuire's would have been open for 29 years in August and that he did not intend to make major changes. He stated the business was well established and that any planned updates would be minor, such as cosmetic improvements like paint and flooring.

Mrs. Borgula stated she had 13 years of bar industry experience, including roles as waitress, bartender, and manager at Schooner's, and planned to support the business by contributing design and menu changes and other small improvements, while Joe Whitaker would remain responsible for day-to-day operations, with her providing support as needed.

Mr. Butts noted that given the establishment's long history of continuous operation and the continuity of management under the new ownership, the application largely spoke for itself.

Commission Jordan asked Mr. Whitaker if he held a connection to Shake It Up Cocktail Lounge. Mr. Whitaker explained that his brother owned that business.

Commissioner Brady asked if anyone in the audience wanted to speak for or against the Item. No one came forward.

Police had no concerns.

Building Safety had no concerns.

Commissioner Brady Closed the Public Hearing at 4:12 p.m.

Commissioner Meister made a motion, seconded by Commissioner Peterson, to positively recommend the Item to Council.

Commissioner Brady directed the Clerk to call roll:

AYES: Brady; Meister; Jordan; Peterson

Motion carried.

The following Item was presented:



For City Council: July 27, 2026

Ward Impacted: City Wide

Subject: Consideration and Action on a Resolution Approving a Memorandum of Understanding with Habitat for Humanity of McLean County for the Creation of New Affordable Housing

Recommended Motion: The proposed Resolution be approved.

Strategic Plan:

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

Background: The City of Bloomington has enjoyed a partnership with Habitat for Humanity of McLean County ("Habitat") for many years to provide residents with new affordable housing opportunities. Community Development Block Grant ("CDBG") funding has been used to complete the installation of new water and sewer services to support the development of new housing units. To build on this partnership, staff are requesting approval of a Memorandum of Understanding ("MOU") with Habitat that formalizes the long-standing partnership and provides a foundation for growing that partnership.

Council allocated funding in the Fiscal Year 2027 ("FY 2027") budget for several new initiatives to preserve existing affordable housing stock, develop new affordable housing units, and complete community revitalization projects in alignment with the Strategic Priority of Housing. ReBloom the Block is a new initiative that provides funding for the development of new affordable housing units or rehabilitation of vacant units to revitalize neighborhoods and provide additional housing opportunities for residents.

This proposed Resolution would authorize the use of \$80,000 from budget line-item (10015438-70220) to advance the development of two new housing units in partnership with Habitat for Humanity at Trailside Court. This funding is critical to speed up the full development of that neighborhood and allows Habitat to accelerate its overall build schedule.

Community Groups/Interested Persons Contacted: The rehabilitation of existing affordable housing stock was identified as a need in the City's 2025-2029 Community Development Block Grant CDBG Consolidated Plan. The need for additional housing was identified strategic priority by City Council. The CDBG Consolidated Plan serves as a foundation for many community development initiatives undertaken with Federal and State grant funds. The 2025-2029 CDBG Consolidated Plan included significant community feedback and engagement to identify a variety of community development needs within the City.

Financial Impact: If approved, the City will enter into the above-mentioned agreement with Habitat for Humanity of McLean County, in the amount is \$80,000, which is the City's portion of the total project. The funds will be sourced from the Community Administration-Other Professional & Technical Services account (10015438-70220). Stakeholders can locate this in the FY 2027 Budget Book titled "Budget Overview & General Fund" on page 301.

Attachments:

1. Resolution
2. Resolution - Exhibit A - MOU

RESOLUTION NO. 2026 - ____

A RESOLUTION APPROVING A MEMORANDUM OF UNDERSTANDING WITH HABITAT FOR HUMANITY OF MCLEAN COUNTY FOR THE CREATION OF NEW AFFORDABLE HOUSING

WHEREAS, subject to the provisions of the City Code, City staff are recommending that a Memorandum of Understanding with Habitat for Humanity of McLean County be approved to facilitate new affordable housing development (Exhibit A); and

WHEREAS, the Memorandum of Understanding will regulate the use of appropriated funds in Budget Ordinance No. 2026 - 034; and

WHEREAS, City Council has identified housing as a strategic priority for the community in Resolution No. 2026 - 024; and

WHEREAS, Resolution No. 2026 - 024 listed the need for additional housing within the community; and

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

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

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

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

SECTION 3. The City will provide \$80,000 in funding to Habitat for Humanity of McLean County for the purpose of building two new affordable housing units at Trailside Court from account 10015438-70220 in Fiscal Year 2027.

PASSED this 27th day of July 2026.

APPROVED this ____ day of July 2026.

CITY OF BLOOMINGTON

ATTEST

Dan Brady, Mayor

Leslie Smith-Yocum, City Clerk

EXHIBIT A



Memorandum of Understanding between Habitat for Humanity of McLean County and the City of Bloomington

This Memorandum of Understanding is made and entered into this 20 day of July, 2026, by and between the Habitat for Humanity of McLean County ("Habitat") and the City of Bloomington, Illinois, an Illinois home-rule municipal corporation ("City").

Recitals

Whereas, this Memorandum of Understanding shall be in effect from May 1, 2026 until April 30, 2027;

Whereas, Habitat and the City desire to create an opportunity for new affordable housing units or rehabilitation of existing vacant and (or) abandoned housing units for the purpose of making them affordable housing units;

Whereas, the City may deed to Habitat vacant parcels ready for the construction of a new affordable housing unit after demolition and clearance of abandoned or vacant properties. If funding is available through federal grants, City budget, or other sources, the City may, in its sole discretion, also provide water and sewer service installation to support the creation of a new affordable housing unit;

Whereas, the City may deed to Habitat vacant and (or) abandoned parcels ready for rehabilitation to become an affordable housing unit. If funding is available through federal grants, City budget, or other sources, the City may, in its sole discretion, also provide funding to assist with the costs associated with rehabilitation;

Whereas, Habitat shall use the parcels to support its mission to provide safe, decent and affordable housing to the local community;

NOW THEREFORE, Habitat and City agree as follows:

115 E. Washington St. STE. 201 | Bloomington, IL 61701

www.bloomingtonil.gov

P: (309) 434-2226 | F: (309) 434-2802

Page 1 of 6



Section 1. Incorporation of Recitals.

All of the recitals contained in the Preambles to this Memorandum of Understanding (“MOU”) are hereby incorporated into this MOU as if restated in this section.

Section 2. Project Structure and Requirements

- A. Any occupant of the new affordable housing unit must have an annual household income at or below eighty percent (80%) of the Area Median Income for McLean County based on income limit information provided by the U.S. Department of Housing and Urban Development (HUD).
- B. The City is not required to provide a certain number of parcels to Habitat during the period of the MOU.
- C. If Habitat acquires a property and desires to have the City demolish the structure to build a new unit of affordable housing, Habitat shall inform the City’s Community Impact and Enhancement Department Community Development Division in writing requesting that the property be demolished. The City must provide, in writing, to Habitat if City grant funds will be used for demolition, rehabilitation, or acquisition of a property depending on the availability of funding.
- D. Habitat may receive funding from the City’s Rebloom the Block Program for the purpose of rehabilitation of an existing affordable housing unit or the construction of a new affordable housing unit. Before awarding funds, the City shall provide in writing a list of the parcels to be funded, the amount of funding per parcel, and the purpose of funding per parcel. This MOU does not guarantee funding from the Rebloom the Block Program. Funding decisions will be made solely by the City based on community needs, funding levels, programmatic constraints, and operational needs of the City.
 - i. Before funding is distributed to Habitat for that purpose, Habitat shall provide in writing when each project is scheduled for completion. Habitat shall provide quarterly reports on each funded project to the City’s Community Impact and Enhancement Department until the project is completed and a resident occupies the structure.

Section 3. Applicable Regulations and Parcel Restrictions

115 E. Washington St. STE. 201 | Bloomington, IL 61701

www.bloomingtonil.gov

P: (309) 434-2226 | F: (309) 434-2802



- A. If an abandoned or vacant parcel is demolished or water and (or) sewer service is installed with the City's Community Development Block Grant (CDBG) funds, all applicable Federal regulations apply. Uniform guidance on Federal awards is found at 2 CFR Part 200. CDBG regulations are found at 24 CFR Part 570.
- B. Habitat must follow all applicable codes, ordinances, and resolutions of the City when constructing new affordable housing units. Applicable Federal and State regulations also apply.
- C. Habitat must follow applicable codes, ordinances, and resolutions of the City when rehabilitating housing units for the purpose of affordable housing. Applicable Federal and State regulations also apply.
- D. Construction of the new affordable housing unit and the occupation of that unit by an income qualified household (see Section 2) must be completed within three (3) years of the CDBG funded demolition or water and (or) sewer service installation activity.
- E. If Illinois Housing Development Authority (IHDA) funding is used to complete acquisition, demolition, or rehabilitation of a vacant and abandoned property, applicable program rules for that funding source must be followed. *See Appendix A (referenced and incorporated herein) for the most recent version of the IHDA Strong Communities Program Manual.*
- F. If Habitat does not complete the construction of a new unit of affordable housing or the rehabilitation of a housing unit for the purpose of affordable housing on a parcel deeded to Habitat by the City for that purpose within three (3) years of the deed transfer, the City has the right to re-acquire the parcel at no cost to the City. Habitat is required to provide the City's Community Impact and Enhancement Department written notice, delivered by mail, of its intent to not create a new unit of affordable housing on a parcel provided by the City for that purpose. The City shall have thirty (30) days to provide a written response, if needed.

Section 4. Documentation and Record Keeping

- A. The City shall provide Habitat a copy of any U.S. Department of Housing and Urban Development (HUD) environmental review record related to demolition of a structure on the parcel deeded to Habitat for Humanity for the creation of new affordable housing involving Federal funds.

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- B. The City shall provide Habitat documentation related to the installation of the water and (or) sewer service for a parcel where Federal funding was used to complete demolition, acquisition, or rehabilitation activities.
- C. Habitat shall provide to City's Community Impact and Enhancement Department photographs of the completed affordable housing unit once completed. Additionally, Habitat shall provide the City the following demographic information for the affordable housing unit's occupant household.
 - i. Annual household income and the supporting documentation used to complete the point in time income calculation.
 - ii. Household size.
 - iii. Race and ethnicity of the household.
 - iv. Female Head of Household status.
 - v. Age of the household members.
 - vi. Disability status of the household.
 - vii. Education attainment of the household.

Section 5. Public Communication and Outreach

- A. Habitat agrees to coordinate with the City on public information, marketing, and recognition efforts related to any project funded, in whole or in part, by the City. Habitat shall provide the City with reasonable advance notice of significant project milestones, events, and public announcements.
- B. Such coordination shall include, but not be limited to, press releases, media events, press conferences, groundbreaking ceremonies, ribbon cuttings, home dedications, house blessings, project celebrations, and other public recognition opportunities. Habitat agrees to provide the City with the opportunity to participate in and be recognized as a funding and project partner in such activities.
- C. Habitat shall acknowledge the City's financial contribution in project-related public communications, promotional materials, media outreach, and event programs, as appropriate. The City and Habitat will collaborate in good faith to maximize

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public awareness of the partnership and the community benefits resulting from City-supported housing investments.

- D. For any project funded, in whole or in part, by the City, Habitat agrees to permit the City to place and maintain its neighborhood revitalization signage on the project property for the duration of the project.

Section 6. Meeting Schedules

Representatives from the City's Community Impact and Enhancement Department and Habitat for Humanity will meet at least twice per year to discuss parcels and progress on current projects.

(Signatures on the following page)

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Jolene M. Aldus

Habitat for Humanity Representative
(Printed Name)

Habitat for Humanity Representative
(Signature)

7/20/24

Date Signed

Jeff Jurgens

City Manager
(Printed Name)

City Manager
(Signature)

Date Signed

ATTEST:

Leslie Smith-Yocum, City Clerk

Date Signed

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