

CITY OF
BLOOMINGTON
CITY COUNCIL -
REGULAR SESSION
MEETING
MAY 27, 2025



COMPONENTS OF THE COUNCIL AGENDA

RECOGNITION AND PROCLAMATION

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

PUBLIC HEARING

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

PUBLIC COMMENT

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

CONSENT AGENDA

All items under the Consent Agenda are considered to be routine in nature and will be enacted by one motion. There will be no separate discussion of these items unless a Council Member, City Manager or Corporation Counsel so requests; in which event, the item will be removed from the Consent Agenda and considered in the Regular Agenda, which typically begins with Item No. 8.

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

REGULAR AGENDA

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

MAYOR AND COUNCIL MEMBERS

Mayor - Dan Brady

City Council Members

Ward 1 - Jenna Kearns
Ward 2 - Micheal Mosley
Ward 3 - Sheila Montney
Ward 4 - John Danenberger
Ward 5 - Mike 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 MEETING AGENDA
GOVERNMENT CENTER BOARDROOM, 4TH FLOOR, ROOM #400
115 E. WASHINGTON STREET, BLOOMINGTON, IL 61701
TUESDAY, MAY 27, 2025, 6:00 PM**

1. Call to Order
2. Pledge of Allegiance to the Flag
3. Remain Standing for a Moment of Silent Prayer and/or Reflection
4. Roll Call
5. 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 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 \$13,829,675.55, as requested by the Finance Department. *(Recommended Motion: The proposed Bills and Payroll be approved.)*
- B. Consideration and Action on Approving Reappointments to a Commission, as requested by the Administration Department. *(Recommended Motion: The proposed Reappointment be approved.)*
- C. Consideration and Action on a Resolution Approving an Agreement with Ferguson Enterprises, LLC, for the VPIE Software Solution, in an Amount Not to Exceed \$250,000, as requested by the Water Department. *(Recommended Motion: The proposed Resolution be approved.)*
- D. Consideration and Action on a Resolution Approving an Agreement with George Gildner, Inc., for the Fiscal Year 2026 Water Department Utility Maintenance Project (Bid #2025-49), in the Amount of \$1,668,160, as requested by the Water Department. *(Recommended Motion: The proposed Resolution be approved.)*
- E. Consideration and Action on a Resolution Approving an Agreement with George Gildner, Inc., for the Fiscal Year 2026 Street, Alley, and Sidewalk Maintenance (Bid #2025-48), in the Amount of \$755,320, as requested by the Engineering Department. *(Recommended Motion: The proposed Resolution be approved.)*

- F. Consideration and Action on a Resolution Approving an Agreement with George Gildner, Inc. for FY 2026 Utility Maintenance (Bid #2025-46), in the Amount of \$1,715,865, as requested by the Engineering Department. (Recommended Motion: The proposed Resolution be approved)
- G. Consideration and Action on a Resolution Approving an Agreement with George Gildner, Inc. for the FY 2026 Sidewalk, Curb, and Gutter Replacement Program (Bid #2025-42), in the Amount of \$2,438,559.35, as requested by the Engineering Department. (Recommended Motion: The proposed Resolution be approved.)
- H. Consideration and Action on a Resolution Approving an Agreement with Rathje Enterprises, Inc., for the Fiscal Year 2026 Traffic Signal Maintenance Project (Bid #2025-47), in the Amount of \$174,065, as requested by the Engineering Department. (Recommended Motion: The proposed Resolution be approved.)
- I. Consideration and Action on a Resolution Approving an Agreement with Rowe Construction, a Division of United Contractors Midwest, Inc. for the FY 2026 General Resurfacing Program, in the Amount of \$3,773,146.22, as requested by the Engineering Department. (Recommended Motion: The proposed Resolution be approved.)
- J. Consideration and Action on a Resolution Waiving the Formal Bidding and Project Labor Requirements and Approving a Construction Agreement with Corrective Asphalt Materials, LLC, as a Limited Source, for the Fiscal Year (FY) 2026 Pavement Preservation Reclamite Program, in the Amount of \$162,731.25, as requested by the Engineering Department. (Recommended Motion: The proposed Resolution be approved.)
- K. Consideration and Action on a Resolution Waiving the Formal Bidding and Project Labor Requirements and Approving a Construction Agreement with Donelson Construction Company, LLC, for the Fiscal Year 2026 Pavement Preservation High-Pressure Slurry Seal Program, in the Amount of \$1,052,576.20, as requested by the Engineering Department. (Recommended Motion: The proposed Resolution be approved.)
- L. Consideration and Action on a Resolution Approving Fiscal Year 2026 John M. Scott Health Care Trust Category III Grant Awards and Programmatic Agreements, in the Amount of \$25,000, as requested by the Department of Community Impact & Enhancement. (Recommended Motion: The proposed Resolution be approved.)
- M. Consideration and Action on a Resolution Authorizing the Filing of the 2025 Community Development Block Grant (CDBG) Annual Action Plan Program Application (May 1, 2025 - April 30, 2026) and CDBG 2025-2029 Consolidated Plan (May 1, 2025 – April 30, 2030), as requested by the Department of Community Impact & Enhancement. (Recommended Motion: The proposed Resolution be approved.)
- N. Consideration and Action on a Resolution Approving an Intergovernmental Agreement with Mclean County for Animal Control Warden Services, from April 1, 2025, through December 15, 2027, in the Amount of \$87,363 for the Remainder of 2025, \$119,979 for 2026, and \$123,578 for 2027, as requested by the Legal Department and the Administration Department. (Recommended Motion: The

proposed Resolution be approved.)

- O. Consideration and Action on a Resolution Approving an Intergovernmental Agreement with Mclean County for Animal Control Shelter Services, from April 1, 2025, through December 15, 2027, in the Amount of \$45,000 for the Remainder of 2025, \$80,000 for 2026, and \$100,000 for 2027, as requested by the Legal Department and the Administration Department. *(Recommended Motion: The proposed Resolution be approved.)*
- P. Consideration and Action on an Ordinance Approving the First Amendment to the Economic Incentive Agreement By and Between the City of Bloomington, Illinois, and Green Top Grocery Cooperative, as requested by the Development Services Department. *(Recommended Motion: The proposed Ordinance be approved.)*
- Q. Consideration and Action on an Ordinance Approving an Easement Agreement with Mark J. Tomac (PIN: 21-21-252-016), as requested by the Engineering Department. *(Recommended Motion: The proposed Ordinance be approved.)*
- R. Consideration and Action on an Ordinance Approving the Expedited Final Plat of the Reeser Subdivision (Part of PIN: 21-28-400-012), as requested by the Development Services Department. *(Recommended Motion: The proposed Ordinance be approved.)*
- S. Consideration and Action on an Ordinance Approving the Third Addition to the Links at Ireland Grove Road Subdivision (PINs: 22-18-203-006, 22-18-203-010, 22-18-203-011, 22-18-203-012, 22-18-203-013, 22-18-203-014), as requested by the Development Services Department. *(Recommended Motion: The proposed Ordinance be approved.)*

7. Regular Agenda

- A. Consideration and Action on a Resolution Adopting the MMH Scan™ Analysis + Definition of Barriers to Missing Middle Housing, and the Findings and Recommendations of Such, as Presented by Opticos Design, Inc., as requested by the Development Services Department. *(Recommended Motion: The proposed Resolution be approved.) (Presentation by Billy Tyus, Sr. Deputy City Manager; and Kelly Pfeifer, Development Services Director, 20 minutes; and City Council Discussion, 15 minutes.)*
- B. Consideration and Action on an Ordinance Providing for the Issuance of Not to Exceed \$36,000,000 General Obligation Bonds, Series 2025, for the Purpose of Financing Improvements to the Waterworks System in the City and Providing for the Levy and Collection of a Direct Annual Tax Sufficient for the Payment of the Principal of and Interest on the Bonds, as requested by the Finance Department and the Water Department. *(Recommended Motion: The proposed Ordinance be approved.) (Presentation by Ed Andrews, Water Department Director; and Scott Rathbun, Finance Director, 15 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. Mayor's Discussion**
- 11. Council Member's Discussion**
- 12. Executive Session**
- 13. Adjournment**

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



CONSENT AGENDA ITEM NO. 6.A.

FOR COUNCIL: May 27, 2025

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and Action on Approving Bills and Payroll in the Amount of \$13,829,675.55, as requested by the Finance Department.

RECOMMENDED MOTION: The proposed Bills and Payroll be approved.

STRATEGIC PLAN LINK:

Goal 1. Financially Sound City Providing Quality Basic Services

STRATEGIC PLAN SIGNIFICANCE:

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

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

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: Total disbursements to be approved \$13,829,675.55 (Payroll total \$3,346,522.42, Accounts Payable total \$10,384,707.52, and Bank Transfers total \$98,445.61).

Respectfully submitted for consideration.

Prepared by: Tearra Edwards, Support Staff V

ATTACHMENTS:

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

CITY OF BLOOMINGTON FINANCE REPORT

PAYROLL

Date	Gross Pay	Employer Contribution	Totals
5/16/2025	\$ 2,704,300.20	\$ 642,674.78	\$ 3,346,974.98

Off Cycle Adjustments	\$ (398.48)	\$ (54.08)	\$ (452.56)
-----------------------	-------------	------------	-------------

PAYROLL TOTAL	\$ 3,346,522.42
----------------------	------------------------

ACCOUNTS PAYABLE (WIRES)

Date	Bank	Total
5/27/2025	AP General	\$ 10,131,243.85
5/27/2025	AP JMScott	\$ -
5/27/2025	AP Comm Devel	\$ 73,646.46
5/27/2025	AP IHDA	\$ -
5/27/2025	AP Library	\$ 24,814.41
5/27/2025	AP MFT	\$ 51,732.69
5/08/2025-5/16/2025	Out of Cycle AP	\$ 103,270.11
4/10/2025-5/15/2025	AP Bank Transfers	\$ 98,445.61
	AP TOTAL	\$ 10,483,153.13

PCARDS

PCARD TOTAL	\$ -
--------------------	-------------

GRAND TOTAL	\$ 13,829,675.55
--------------------	-------------------------

Respectfully,

F Scott Rathbun
Director of Finance



CONSENT AGENDA ITEM NO. 6.B.

FOR COUNCIL: May 27, 2025

WARD IMPACTED: City-Wide Impact

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

RECOMMENDED MOTION: The proposed Reappointment be approved.

STRATEGIC PLAN LINK:

Goal 5. Great Place - Livable, Sustainable City

STRATEGIC PLAN SIGNIFICANCE:

Objective 5b. City decisions consistent with plans and policies

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

John M. Scott Health Care Commission: Catharine Crockett's and Elaine Hardy's reappointments, if approved, are effective 05-01-2025, with an expiration date of 04-30-2028.

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

FINANCIAL IMPACT: N/A

Respectfully submitted for consideration.

Prepared by: Cecilia Reichert, Administrative Assistant



CONSENT AGENDA ITEM NO. 6.C.

FOR COUNCIL: May 27, 2025

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and Action on a Resolution Approving an Agreement with Ferguson Enterprises, LLC, for the VPIE Software Solution, in an Amount Not to Exceed \$250,000, as requested by the Water Department.

RECOMMENDED MOTION: The proposed Resolution be approved.

STRATEGIC PLAN LINK:

Goal 1. Financially Sound City Providing Quality Basic Services

STRATEGIC PLAN SIGNIFICANCE:

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

BACKGROUND: City staff seek approval to enter into an agreement with Ferguson Enterprises, LLC, for the VPIE Software Solution. On February 28, 2005, Council approved Resolution No. 2005-33, which specifically identified Neptune as the manufacturer of water meters to be used by the City and, as a result, the City cannot competitively bid water meters of different brands and integrate them into the existing system. Ferguson Waterworks is the only distributor of Neptune products in the region. In August 2019, staff performed the Meter Services Program Evaluation, which examined the Meter Change-out Program to locate and improve upon efficiencies that save the Water Division time and money. As part of the evaluation, staff studied the meter change-out process and found that implementation and scheduling software would improve customer service and create efficiencies in the meter installation process. In January 2020, Council approved an agreement with Ferguson Enterprises for the Ferguson Back Office Solution.

In late 2023, VPIE acquired the Ferguson Back Office Solution. The software assists with scheduling meter change-outs and tracks meter inventory. Customers receive one or more letters (depending on their response) and can either reach out to VPIE's call center or access an online portal to schedule appointments. Under the agreement, VPIE attempts to schedule a set number of appointments as determined by Water Department. VPIE charges the City for an account after up to three separate mailings and one phone call are made to a customer. Staff anticipates a 70% success rate based on the current success rate. We will also be using the VPIE software to monitor and schedule the replacement of lead water services. Once an appointment is scheduled, work orders become available to the Meter Services Section's technicians in the field. The Technicians perform the work, and the information is transferred to utility billing software via an import file. The Back Office Solution application will remove the need to manually enter each meter replacement, which will increase efficiencies by reducing staff time and possible data entry errors.

In addition, the VPIE software will also be used as a work order solution for our lead line potholing and lead line replacement program, which will be a very important part of the

workload for Distribution.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: If approved, the City will enter into an Agreement with Ferguson Enterprises, LLC, for the VPIE Software Solution, in an Amount Not to Exceed \$250,000. This will be paid out of the Water Meter Services-Other Purchased Services account (50100150-70690). Stakeholders can locate this in the FY 2026 Proposed Budget Book titled "Other Funds & Capital Improvement" on page 101.

Respectfully submitted for consideration.

Prepared by: Nick O'Donoghue, Superintendent of Meter Services

ATTACHMENTS:

[WTR 3B Resolution](#)

[WTR 3C Resolution - Exhibit A - VPIE Meters Quote](#)

[WTR 3D Resolution - Exhibit B - VPIE Line Replacement Quote](#)

[WTR 3E Sole Source Letter](#)

RESOLUTION NO. 2025 - ____

**A RESOLUTION APPROVING AN AGREEMENT WITH FERGUSON ENTERPRISES, LLC,
FOR THE VPIE SOFTWARE SOLUTION, IN AN AMOUNT NOT TO EXCEED \$250,000**

WHEREAS, subject to the provisions of the City Code, City staff are recommending an agreement with Ferguson Enterprises, LLC, as a Limited Source, be approved for the VPIE Software Solution, in an Amount Not to Exceed \$ 250,000; and

WHEREAS, detailed quotes are attached as Exhibit A and Exhibit B; and

WHEREAS, On February 28, 2005, Council approved Resolution No. 2005-33, which specifically identified Neptune as the manufacturer of water meters to be used by the City. Ferguson Waterworks is the only distributor of Neptune products in the region and, as a result, the City cannot competitively bid water meters of different brands and integrate them into the existing system; and

WHEREAS, the PROJECT consists of using the VPIE software to monitor and schedule the replacement of lead water services. Once an appointment is scheduled, work orders become available to the Meter Services Section's technicians in the field. The Technicians perform the work, and the information is transferred to utility billing software via an import file. The Back Office Solution application will remove the need to manually enter each meter replacement, which will increase efficiencies by reducing staff time and possible data entry errors; and

WHEREAS, the VPIE software will also be used as a work order solution for the City's lead line potholing and lead line replacement program; and

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

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

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

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

PASSED this 27th day of May 2025.

APPROVED this ____ day of May 2025.

CITY OF BLOOMINGTON

ATTEST

Dan Brady, Mayor

Leslie Smith-Yocum, City Clerk

EXHIBIT A

BLOOMINGTON, IL WOM Meter Replacement Program FY 25-26 Quote

TJ Rodebaugh
Ferguson Waterworks – Meter & Automation
M: 815-341-4772
E: TJ.Rodebaugh@Ferguson.com

FY2025-26 WOM Quote for Bloomington, IL

Attachment A

Included:

1. VPIE work order management software with utility portal and native mobile app.
2. Accessibility for utility and Ferguson Waterworks to view project progress.
3. Inventory management through software. This includes real-time inventory tracking. (Meter products)
 - Other products can be set up for an additional fee (TBD)
4. Provide an online scheduling tool for residents to schedule their install appointments. A Call Center is included with the Full-Service option.
5. Optimized appointment routing of all technicians. This is based on a time-blocking model.
6. Field data collection app and creation of digital work orders.
7. VEPO Metering will work with Ferguson Integration or the City's utility billing software company to set up the MMCO file template. The city's staff will be able to access the portal and download MMCO files on completed and validated installs as often as needed. Any fees from the Utility's Billing Vendor will be the city's responsibility. (This may not be applicable for Service Line Replacement data)
8. Ferguson Waterworks/VEPO will provide training for meter techs on how to use the field software.
9. Ferguson Waterworks/VEPO will provide the city's staff with initial startup training and ongoing support as needed.
10. Field devices are to be provided by Bloomington (iOS tablets/phones). IOS Tablets can be provided by Ferguson/ VEPO if needed.

Item No.	Description	Unit	Est Qty	Bid Unit Price	Bid Price
1	WOM -Full Service	Each	4000	\$34.00	\$136,000
2	IOS Tablet Database Connection Fee *	Monthly	8	\$125.00	\$12,000
3	Data Refresh	As Needed	4	\$900.00	\$3,600
					\$151,600

Full-Service Includes:

1. Call Center services include appointment scheduling and post-install support (service calls and/or emergency services). This includes unlimited appointment **rescheduling** (including text, voice, email blast, and live call center) as needed (inclement weather, technician out sick, etc.).
2. Customer Notification by text/ email of Technician image before each appointment.
3. VEPO staff will handle Data Processing and Management. This includes daily verification and validation of field data on completed installs and weekly/bi-weekly processing of MMCO files.
4. Mailing services will be provided. (letter, postcard, etc.) Document design is also included in this service.

- * Ferguson will invoice actual active users monthly. Ferguson PM will review active users with Bloomington staff periodically to maintain accurate active user counts. The quantity of 8 above is only an estimate for budgetary purposes. The quantity could be more or less than 8, and Ferguson will invoice accordingly.

**BLOOMINGTON, IL
WOM Service
line replacement
2025/26 Quote**

TJ Rodebaugh
Ferguson Waterworks – Meter & Automation
M: 815-341-4772
E: TJ.Rodebaugh@Ferguson.com

2025/26 WOM Quote for Bloomington, IL

Attachment A

Included:

1. VPiE work order management software with utility portal and native mobile app.
2. Accessibility for utility and Ferguson Waterworks to view project progress.
3. Inventory management through software. This includes real-time inventory tracking. (Meter products)
 - Other products can be set up for an additional fee (TBD)
4. Provide an online scheduling tool for residents to schedule their install appointments. A Call Center is included with the Full-Service option.
5. Optimized appointment routing of all technicians. This is based on a time-blocking model.
6. Field data collection app and creation of digital work orders.
7. VEPO Metering will work with Ferguson Integration or the City's utility billing software company to set up the MMCO file template. The city's staff will be able to access the portal and download MMCO files on completed and validated installs as often as needed. Any fees from the Utility's Billing Vendor will be the city's responsibility. (This may not be applicable for Service Line Replacement data)
8. Ferguson Waterworks/VEPO will provide training for meter techs on how to use the field software.
9. Ferguson Waterworks/VEPO will provide the city's staff with initial startup training and ongoing support as needed.
10. Field devices are to be provided by Bloomington (iOS tablets/phones). IOS Tablets can be provided by Ferguson/ VEPO if needed.

Item No.	Description	Unit	Est Qty	Bid Unit Price	Bid Price
1	WOM Service Line Services (Full-Service)	Each	1000	\$34.00	\$34,000
3	IOS Tablet Database Connection Fee *	Monthly	8	\$125.00	\$1,000
4	Data Refresh	As Needed		\$900.00	
					\$35,000

Full-Service Includes:

1. Call Center services include appointment scheduling and post-install support (service calls and/or emergency services). This includes unlimited appointment **rescheduling** (including text, voice, email blast, and live call center) as needed (inclement weather, technician out sick, etc.).
2. Customer Notification by text/ email of Technician image prior to each appointment.
3. VEPO staff will handle Data Processing and Management. This includes daily verification and validation of field data on completed installs and weekly/bi-weekly processing of MMCO files.
4. Mailing services will be provided. (letter, postcard, etc.) Document design is also provided with this service.

- *** Ferguson will invoice actual active users monthly. Ferguson PM will review active users with Bloomington staff periodically to maintain accurate active user counts. The quantity of eight above is only an estimate for budgetary purposes. The quantity could be more or less than eight, and Ferguson will invoice accordingly.**

April 7, 2025

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

Ref: Ferguson Waterworks – Sole Authorized Distributor – Northern Illinois

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

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

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

Sincerely,



Patrick Prasifka
District Manager
Neptune Technology Group



CONSENT AGENDA ITEM NO. 6.D.

FOR COUNCIL: May 27, 2025

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and Action on a Resolution Approving an Agreement with George Gildner, Inc., for the Fiscal Year 2026 Water Department Utility Maintenance Project (Bid #2025-49), in the Amount of \$1,668,160, as requested by the Water Department.

RECOMMENDED MOTION: The proposed Resolution be approved.

STRATEGIC PLAN LINK:

Goal 2. Upgrade City Infrastructure and Facilities

Goal 5. Great Place - Livable, Sustainable City

STRATEGIC PLAN SIGNIFICANCE:

Objective 2b. Quality water for the long term

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

BACKGROUND: If approved, the City will enter into an Agreement with George Gildner, Inc., for the Fiscal Year ("FY") 2026 Water Department Utility Maintenance Project. The project was advertised by the City to solicit competitive bids. Bids were received until 10:10 AM on May 6, 2025, electronically via the City's e-Procurement Portal, *OpenGov*. George Gildner, Inc. was the lowest responsible bidder among two bids opened on May 6, 2025. George Gildner, Inc. is a local firm and, therefore, the Local Preference Policy does not impact the recommendation. A full bid tabulation is included.

The Utility Maintenance Program includes water main improvements, service line repairs/replacement, meter change-outs, and other City utility repairs that are emergency and non-emergency work. This project needs to be contracted out due to the lack of necessary equipment or manpower, this work is beyond the capability of City crews.

The budget for the FY 2026 Water Department Utility Maintenance Project is \$1,800,000. This is an annual maintenance agreement, which includes multiple projects assigned at various times throughout the fiscal year. Therefore, the start and completion dates for each individual project will vary. The bid package included a Base Bid (A). Staff recommends approving an agreement that includes only Base Bid (A) because it is within the project budget.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: The Invitation to Bid was advertised in The Pantagraph and on *OpenGov* on April 15, 2025.

FINANCIAL IMPACT: If approved, the City will enter into an Agreement with George Gildner, Inc., Inc., for the Fiscal Year 2026 Water Department Utility Maintenance Project (Bid #2025-49) in the Amount of \$1,668,160. This will be paid out of the following departments: Water-Transmission & Distribution-Repair/Maintenance Infrastructure account (50100120-70550) for \$1,390,077.73 (\$1,500,000 budgeted), Lake Maintenance-Repair Maintenance/Infrastructure

account (50100140-70550) for \$46,374.85 (\$50,000 budgeted), and Water Mechanical Maintenance-Repair Maintenance/Infrastructure account (50100160-70550) for \$231,707.42 (\$250,000 budgeted). Stakeholders can locate this in the FY 2026 Proposed Budget Book titled "Other Funds & Capital Improvement" on pages 95, 99, and 102.

Respectfully submitted for consideration.

Prepared by: Brett Lueschen, Assistant Water Director

ATTACHMENTS:

[WTR 1B Resolution](#)

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

[WTR 1D Bid Tabulation](#)

[WTR 1E FY 2026 Utility Maintenance Budget Sheet](#)

RESOLUTION NO. 2025 - ____

**A RESOLUTION APPROVING AN AGREEMENT WITH GEORGE GILDNER, INC., FOR
THE FISCAL YEAR 2026 WATER DEPARTMENT UTILITY MAINTENANCE PROJECT
(BID #2025-49), IN THE AMOUNT OF \$1,668,160**

WHEREAS, subject to the provisions of the City Code, City staff are recommending a contract with George Gildner, Inc. (Exhibit A) be approved for the FY 2026 Water Department Utility Maintenance Project (PROJECT), in the amount of \$1,668,160; and

WHEREAS, the PROJECT consists of water main improvements, service line repairs/replacement, meter change-outs, and other City utility repairs that are emergency and non-emergency work; and

WHEREAS, this PROJECT needs to be contracted out due to the lack of necessary equipment or manpower, this work is beyond the capability of City crews; and

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

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

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

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

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

PASSED this 27th day of May 2025.

APPROVED this ____ day of May 2025.

CITY OF BLOOMINGTON

ATTEST

Dan Brady, Mayor

Leslie Smith-Yocum, City Clerk

EXHIBIT A

**CITY OF BLOOMINGTON AGREEMENT WITH
GEORGE GILDNER, INC.**

**FOR
WATER DEPARTMENT FY 2026 UTILITY MAINTENANCE PROJECT**

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

NOW THEREFORE, the PARTIES agree as follows:

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

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

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

☐

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

☒

This Agreement was subject to the following procurement initiative by the CITY:
Bid # 2026-49 FY2026 Water Department Utility Maintenance Contract (hereinafter "REQUEST"). Accordingly, the provisions of the REQUEST and the proposal submitted by VENDOR (hereinafter collectively referred to as "PROCUREMENT DOCUMENTS"), shall be incorporated into this Agreement by reference and made a part thereof and shall be considered additional contractual requirements that must be met by VENDOR. In the event of a direct conflict between the provisions of this Agreement and the incorporated PROCUREMENT DOCUMENTS, the provisions of this Agreement shall prevail. All PROCUREMENT DOCUMENTS are kept on file by CITY Legal Department and shall be made available upon request.

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

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

☐

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

☒

This Agreement is subject to bonding requirements.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

☐

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



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

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

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

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

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

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

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

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

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

If to VENDOR:

George Gildner, Inc.
2031 Ireland Grove Rd.
PO Box 846
Bloomington, IL 61704
gildnerinc@aol.com

Copy to:

Gabriel Iudd
507 W. Locust St.
Bloomington, IL 61701
ggildnerinc@aol.com

If to CITY:

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

Copy to:

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

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

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

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

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

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

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

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

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

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

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

CITY OF BLOOMINGTON

By: _____
Its City Manager

ATTEST:

By: _____
Its City Clerk

VENDOR

By: 
Its President

By: 
Its Vice President

EXHIBIT A
DESCRIPTION OF SERVICES/WORK PROVIDED

EXHIBIT B
COSTS/FEES

Line Item	Description	Quantity	Unit of Measure	George Gildner Inc.		Stark Excavating, Inc	
				Unit Cost	Total	Unit Cost	Total
1	LABORER/CEMENT MASON	5900	HR	\$94.00	\$554,600.00	\$114.00	\$672,600.00
2	OPERATING ENGINEER	3600	HR	\$96.00	\$345,600.00	\$148.00	\$532,800.00
3	PLUMBER	5800	HR	\$95.00	\$551,000.00	\$132.00	\$765,600.00
4	TRUCK DRIVER	2400	HR	\$40.00	\$96,000.00	\$84.00	\$201,600.00
5	EMERGENCY LABORER*	600	HR	\$94.00	\$56,400.00	\$151.00	\$90,600.00
6	EMERGENCY OPERATING ENGINEER*	360	HR	\$96.00	\$34,560.00	\$189.00	\$68,040.00
7	EMERGENCY PLUMBER*	240	HR	\$95.00	\$22,800.00	\$173.00	\$41,520.00
8	EMERGENCY TRUCK DRIVER*	180	HR	\$40.00	\$7,200.00	\$120.00	\$21,600.00
	Total				\$1,668,160.00		\$2,394,360.00

FY-2026 WATER DEPARTMENT UTILITY MAINTENANCE BUDGET

FUND NAMES	ACCOUNT#	TOTAL PO'S
Water trans/Dist	50100120-70550	\$1,500,000
Water Lake Maintenance	50100140-70550	\$50,000
Water Mechanical Maint.	50100160-70550	\$250,000
Department Total		\$1,800,000



CONSENT AGENDA ITEM NO. 6.E.

FOR COUNCIL: May 27, 2025

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and Action on a Resolution Approving an Agreement with George Gildner, Inc., for the Fiscal Year 2026 Street, Alley, and Sidewalk Maintenance (Bid #2025-48), in the Amount of \$755,320, as requested by the Engineering Department.

RECOMMENDED MOTION: The proposed Resolution be approved.

STRATEGIC PLAN LINK:

Goal 2. Upgrade City Infrastructure and Facilities

Goal 5. Great Place - Livable, Sustainable City

STRATEGIC PLAN SIGNIFICANCE:

Objective 2a. Better quality roads and sidewalks

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

BACKGROUND: If approved, the City will enter into an agreement with George Gildner, Inc. ("Gildner") for Fiscal Year ("FY") 2026 Street, Alley, Sidewalk Maintenance (Bid #2025-48). The project was advertised by the City to solicit competitive bids. Bids were received until 10:05 AM on Tuesday, May 6, 2025, electronically via the City's e-Procurement Portal, *OpenGov*. Gildner was the lowest responsible bidder among two bids opened on May 6th. Gildner is a local firm and, therefore, the Local Preference Policy does not impact the recommendation. A full bid tabulation is included.

Street, Alley, and Sidewalk Maintenance includes maintenance and repair of streets, alleys, sidewalks, curbs and gutters, and other related items on City-owned properties. This project needs to be contracted out due to the lack of necessary equipment or manpower, this work is beyond the capability of City crews. The budget for FY 2026 Street, Alley, and Sidewalk Maintenance is \$770,000. This is an annual maintenance agreement, which includes multiple projects assigned at various times throughout the Fiscal Year. Therefore, the start and completion dates for each individual project will vary.

The bid package included a Base Bid (A), an Additive Alternative (B), an Additive Alternative (C), and an Additive Alternate (D) for this project. The Additive Alternatives (B), (C) and (D) increased the Base Bid (A) quantities, which was included in this bid package in case the City received favorable pricing. Staff recommends approving an agreement that includes Base Bid (A) and Additive Alternatives (B) and (C) because of the favorable pricing, and both are within the project budget.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: The Invitation to Bid was advertised in *The Pantagraph* and on *OpenGov* on April 15, 2025.

FINANCIAL IMPACT: If approved, the City will enter into an Agreement with George Gildner,

Inc., in the Amount of \$755,320. This will be paid out of the Capital Improvement (Asphalt & Concrete) Fund-Street Construction & Improvement account (40120200-72530) in the amount of \$686,655 and also paid out of the Engineering Administration, Repair/Maintenance of Infrastructure account (10016210-70550) in the amount of \$68,665. A total of \$700,000 is included in the Capital Improvement (Asphalt & Concrete) Fund Budget and \$70,000 is included in the Engineering Budget for this work. Stakeholders can locate this in the FY 2026 Proposed Budget Book titled "Other Funds & Capital Improvement" on pages 70, 72, 159, 210, 215, and 216 and in the FY 2026 Proposed Budget Book titled "Budget Overview & General Fund" on page 252.

Respectfully submitted for consideration.

Prepared by: Chad Langan, Sr Civil Engineer

ATTACHMENTS:

[ENG 1B Resolution](#)

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

[ENG 1D Bid Tab](#)

RESOLUTION NO. 2025 - ____

A RESOLUTION APPROVING AN AGREEMENT WITH GEORGE GILDNER, INC., FOR THE FISCAL YEAR 2026 STREET, ALLEY, AND SIDEWALK MAINTENANCE PROJECT (BID #2025-48), IN THE AMOUNT OF \$755,320

WHEREAS, subject to the provisions of the City Code, City staff are recommending an Agreement with George Gildner, Inc. be approved for the FY2026 Street, Alley, Sidewalk Maintenance Project (Exhibit A), in the amount of \$755,320 ("PROJECT"); and

WHEREAS, the PROJECT consists of the maintenance and repair of streets, alleys, sidewalks, curbs and gutters, and other related items on City-owned properties; and

WHEREAS, this PROJECT needs to be contracted out due to the lack of necessary equipment or manpower, this work is beyond the capability of City crews; and

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

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

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

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

PASSED this 27th day of May 2025.

APPROVED this ____ day of May 2025.

CITY OF BLOOMINGTON

ATTEST

Dan Brady, Mayor

Leslie Smith-Yocum, City Clerk

EXHIBIT A

**CITY OF BLOOMINGTON AGREEMENT WITH
GEORGE GILDNER, INC.**

FOR
FY2026 STREET, ALLEY, SIDEWALK MAINTENANCE (BID #2025-48)

THIS AGREEMENT, dated this 27 day of May, 2025, is between the City of Bloomington, IL (hereinafter "CITY") and George Gildner, Inc. (hereinafter "VENDOR"). CITY and VENDOR may hereinafter collectively be referred to as the "PARTIES" and individually as the "PARTY".

NOW THEREFORE, the PARTIES agree as follows:

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

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

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

☐

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

☒

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

Bid #2025-48 FY2026 Street, Alley, Sidewalk Maintenance (hereinafter "REQUEST").

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

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

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

☐

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

☒

This Agreement is subject to bonding requirements.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

☐

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



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

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

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

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

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

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

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

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

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

If to VENDOR:

George Gildner, Inc.
Attn: Steve Gildner
2031 Ireland Grove Road
Bloomington, IL 61704
gildnerinc@aol.com

Copy to:

If to CITY:

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

Copy to:

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

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

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

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

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

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

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

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

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

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

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

CITY OF BLOOMINGTON

By: _____
Its City Manager

ATTEST:

By: _____
Its City Clerk

VENDOR George E. Galtner Jr.

By: George E. Galtner Jr.
Its President

By: Steven E. Galtner
Its Vice President

EXHIBIT A
DESCRIPTION OF SERVICES/WORK PROVIDED

This project consists of the following major work items:

Cement Mason - Various Hrs.

Truck Driver - Various Hrs.

Laborer - Various Hrs.

Operating Engineer - Various Hrs.

And other necessary items and incidentals.

EXHIBIT B
COSTS/FEES

Base Bid (A)

LABOR/ITEM	UNIT	ESTIMATED QTY	RATE		TOTAL
CEMENT MASON	HR	1600	\$	94.00	\$ 150,400.00
LABORER	HR	3000	\$	94.00	\$ 282,000.00
OPERATING ENGINEER	HR	2300	\$	96.00	\$ 220,800.00
TRUCK DRIVER	HR	775	\$	40.00	\$ 31,000.00

Sub-Total= \$ 684,200.00

Additive Alternative (B)

LABOR/ITEM	UNIT	ESTIMATED QTY	RATE		TOTAL
CEMENT MASON	HR	100	\$	94.00	\$ 9,400.00
LABORER	HR	200	\$	94.00	\$ 18,800.00
OPERATING ENGINEER	HR	60	\$	96.00	\$ 5,760.00
TRUCK DRIVER	HR	40	\$	40.00	\$ 1,600.00

Sub-Total= \$ 35,560.00

Additive Alternative (C)

LABOR/ITEM	UNIT	ESTIMATED QTY	RATE		TOTAL
CEMENT MASON	HR	100	\$	94.00	\$ 9,400.00
LABORER	HR	200	\$	94.00	\$ 18,800.00
OPERATING ENGINEER	HR	60	\$	96.00	\$ 5,760.00
TRUCK DRIVER	HR	40	\$	40.00	\$ 1,600.00

Sub-Total= \$ 35,560.00

Total= \$ 755,320.00

CITY OF BLOOMINGTON
FY2026 STREET, ALLEY & SIDEWALK
 PROJECT NO. CITY # 50-16-53004-26-00
 CITY BID NO. 2025-48
BID TABULATION

Bid Opening Date: 5/6/2025 Attended By: Carla Murillo
 Bid Opening Time: 10:05 AM
 PREPARED BY: Chad Langan

2026 Budget			LOW BID					
Base Bid (A)			\$770,000.00		George Gildner, Inc.		Stark Excavating, Inc.	
LABOR / ITEM	UNIT	ESTIMATED QTY	RATE	TOTAL	RATE	TOTAL	RATE	TOTAL
CEMENT MASON	HR	1600	\$94.00	\$150,400.00	\$109.00	\$174,400.00		\$0.00
LABORER	HR	3000	\$94.00	\$282,000.00	\$114.00	\$342,000.00		\$0.00
OPERATING ENGINEER	HR	2300	\$96.00	\$220,800.00	\$148.00	\$340,400.00		\$0.00
TRUCK DRIVER	HR	775	\$40.00	\$31,000.00	\$84.00	\$65,100.00		\$0.00
TOTAL BID (A) =				\$684,200.00		\$921,900.00		\$0.00

Additive Alternative (B)								
LABOR / ITEM	UNIT	ESTIMATED QTY	RATE	TOTAL	RATE	TOTAL	RATE	TOTAL
CEMENT MASON	HR	100	\$94.00	\$9,400.00	\$109.00	\$10,900.00		\$0.00
LABORER	HR	200	\$94.00	\$18,800.00	\$114.00	\$22,800.00		\$0.00
OPERATING ENGINEER	HR	60	\$96.00	\$5,760.00	\$148.00	\$8,880.00		\$0.00
TRUCK DRIVER	HR	40	\$40.00	\$1,600.00	\$84.00	\$3,360.00		\$0.00
TOTAL BID (B) =				\$35,560.00		\$45,940.00		\$0.00

Additive Alternative (C)								
LABOR / ITEM	UNIT	ESTIMATED QTY	RATE	TOTAL	RATE	TOTAL	RATE	TOTAL
CEMENT MASON	HR	100	\$94.00	\$9,400.00	\$109.00	\$10,900.00		\$0.00
LABORER	HR	200	\$94.00	\$18,800.00	\$114.00	\$22,800.00		\$0.00
OPERATING ENGINEER	HR	60	\$96.00	\$5,760.00	\$148.00	\$8,880.00		\$0.00
TRUCK DRIVER	HR	40	\$40.00	\$1,600.00	\$84.00	\$3,360.00		\$0.00
TOTAL BID (C) =				\$35,560.00		\$45,940.00		\$0.00

Additive Alternative (D)								
LABOR / ITEM	UNIT	ESTIMATED QTY	RATE	TOTAL	RATE	TOTAL	RATE	TOTAL
CEMENT MASON	HR	100	\$94.00	\$9,400.00	\$109.00	\$10,900.00		\$0.00
LABORER	HR	200	\$94.00	\$18,800.00	\$114.00	\$22,800.00		\$0.00
OPERATING ENGINEER	HR	60	\$96.00	\$5,760.00	\$148.00	\$8,880.00		\$0.00
TRUCK DRIVER	HR	40	\$40.00	\$1,600.00	\$84.00	\$3,360.00		\$0.00
TOTAL BID (D) =				\$35,560.00		\$45,940.00		\$0.00

TOTAL Base Bid (A) + Additive Alt. (B) + Additive Alt. (C) + Additive Alt (D) = **\$790,880.00** **\$1,059,720.00** **\$0.00**



CONSENT AGENDA ITEM NO. 6.F.

FOR COUNCIL: May 27, 2025

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and Action on a Resolution Approving an Agreement with George Gildner, Inc. for FY 2026 Utility Maintenance (Bid #2025-46), in the Amount of \$1,715,865, as requested by the Engineering Department.

RECOMMENDED MOTION: The proposed Resolution be approved

STRATEGIC PLAN LINK:

Goal 2. Upgrade City Infrastructure and Facilities

Goal 5. Great Place - Livable, Sustainable City

STRATEGIC PLAN SIGNIFICANCE:

Objective 2a. Better quality roads and sidewalks

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

Objective 5e. More attractive city: commercial areas and neighborhoods

BACKGROUND: If approved, the City will enter into an agreement with George Gildner, Inc. ("Gildner") for the Fiscal Year ("FY") 2026 Utility Maintenance Project (Bid #2025-46). The Utility Maintenance Program includes sanitary sewer, storm sewer, force main, pump station, and other City utility repairs that are emergency and non-emergency work. Due to the lack of necessary equipment or manpower, this work is beyond the capability of City crews. The budget for the FY 2026 Utility Maintenance Project is \$1,767,638.90. This is an annual maintenance agreement, which includes multiple projects assigned at various times throughout the fiscal year. Therefore, the start and completion dates for each individual project will vary.

The project was advertised by the City to solicit competitive bids. Bids were received until 10:00 AM on Tuesday, May 6, 2025, electronically via the City's e-Procurement Portal, OpenGov. Gildner was the lowest responsible bidder among two bids opened on May 6th. Gildner is a local firm and, therefore, the Local Preference Policy does not impact the recommendation. A full bid tabulation is included.

The bid package included a Base Bid (A), an Additive Alternative (B), and an Additive Alternative (C) for this project. The Additive Alternatives (B) and (C) increased the Base Bid (A) quantities, which was included in this bid package in case the City received favorable pricing. Staff recommends approving an agreement that includes Base Bid (A) and Additive Alternatives (B) and (C) because of the favorable pricing, and both are within the project budget.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: The Invitation to Bid was advertised in *The Pantagraph* and on *OpenGov* on April 15, 2025.

FINANCIAL IMPACT: If approved, the City will enter into an Agreement with George Gildner, Inc., in the Amount of \$1,715,865. This is an FY 2026 Budgeted Item and will be paid out of the following funds:

1. Storm Water-Repair Maint. Infrastructure (53103100-70550) for \$530,956.91 Page-110
2. Storm Water-Grading & Seeding (53103100-70580) for \$64,894.73 Page-110
3. Sanitary Sewer-Repair Maint. Infrastructure (51101100-70550) for \$1,000,899.22 Page-106
4. Sanitary Sewer-Grading & Seeding (51101100-70580) for \$119,114.14 Page-106

Stakeholders can locate this in the FY 2026 Proposed Budget Book titled "Other Funds & Capital Improvement." The page number reference for each account is listed after each of the items numbered 1-4 above.

Respectfully submitted for consideration.

Prepared by: Dominic Kallas, Assistant City Engineer

ATTACHMENTS:

[ENG 3B Resolution](#)

[ENG 3C Resolution - Exhibit A](#)

[ENG 3D Bid Tab](#)

RESOLUTION NO. 2025 - ____

**A RESOLUTION APPROVING AN AGREEMENT WITH GEORGE GILDNER, INC. FOR
FY 2026 UTILITY MAINTENANCE (BID #2025-46), IN THE AMOUNT OF \$1,715,865**

WHEREAS, subject to the provisions of the City Code, City staff are recommending an agreement with George Gildner, Inc. be approved for FY 2026 Utility Maintenance (Exhibit A), in the amount of \$1,715,865 ("PROJECT"); and

WHEREAS, the PROJECT consists of sanitary sewer, storm sewer, force main, pump station, and other City utility repairs that are emergency and non-emergency work. Due to the lack of necessary equipment or manpower, this work is beyond the capability of City crews; and

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

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

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

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

PASSED this 27th day of May 2025.

APPROVED this ____ day of May 2025.

CITY OF BLOOMINGTON

ATTEST

Dan Brady, Mayor

Leslie Smith-Yocum, City Clerk

EXHIBIT A

CITY OF BLOOMINGTON AGREEMENT WITH

George Gildner, Inc.

FOR

FY2026 UTILITY MAINTENANCE (BID #2025-46)

THIS AGREEMENT, dated this 27 day of May, 2025, is between the City of Bloomington, IL (hereinafter "CITY") and George Gildner, Inc. (hereinafter "VENDOR"). CITY and VENDOR may hereinafter collectively be referred to as the "PARTIES" and individually as the "PARTY".

NOW THEREFORE, the PARTIES agree as follows:

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

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

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

☐

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

☒

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

Bid #2025-46 FY2026 Utility Maintenance (hereinafter "REQUEST").

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

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

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

☐

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

☒

This Agreement is subject to bonding requirements.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

☐

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



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

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

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

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

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

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

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

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

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

If to VENDOR:

George Gildner, Inc.
Attn: Steve Gildner
2031 Ireland Grove Road
Bloomington, IL 61704
gildnerinc@aol.com

Copy to:

If to CITY:

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

Copy to:

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

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

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

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

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

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

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

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

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

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

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

CITY OF BLOOMINGTON

By: _____
Its City Manager

ATTEST:

By: _____
Its City Clerk

VENDOR George Galdner, Jr.

By: Douglas Johnson
Its President

By: John R. [Signature]
Its Vice President

EXHIBIT A
DESCRIPTION OF SERVICES/WORK PROVIDED

This project consists of the following major work items:

Cement Mason - Various Hrs.

Truck Driver - Various Hrs.

Laborer - Various Hrs.

Plumber - Various Hrs.

Operating Engineer - Various Hrs.

And other necessary items and incidentals.

EXHIBIT B
COSTS/FEES

Base Bid (A)

LABOR/ITEM	UNIT	ESTIMATED QTY	RATE		TOTAL
LABORER/CEMENTMASON	HR	6600	\$	94.00	\$ 620,400.00
OPERATING ENGINEER	HR	3600	\$	96.00	\$ 345,600.00
PLUMBER	HR	3600	\$	95.00	\$ 342,000.00
TRUCK DRIVER	HR	2400	\$	40.00	\$ 96,000.00
EMERGENCY RATES*	UNIT	ESTIMATED QTY	RATE		TOTAL
EMERGENCY LABORER	HR	600	\$	94.00	\$ 56,400.00
EMER. OPERATING ENG.	HR	360	\$	95.00	\$ 34,200.00
EMERGENCY PLUMBER	HR	240	\$	96.00	\$ 23,040.00
EMERGENCY TRUCK DRIVER	HR	180	\$	40.00	\$ 7,200.00

Sub-Total= \$ 1,524,840.00

Additive Alternative (B)

LABOR/ITEM	UNIT	ESTIMATED QTY	RATE		TOTAL
LABORER/CEMENTMASON	HR	650	\$	94.00	\$ 61,100.00
OPERATING ENGINEER	HR	210	\$	96.00	\$ 20,160.00
PLUMBER	HR	50	\$	95.00	\$ 4,750.00
TRUCK DRIVER	HR	125	\$	40.00	\$ 5,000.00
EMERGENCY RATES*	UNIT	ESTIMATED QTY	RATE		TOTAL
EMERGENCY LABORER	HR	100	\$	94.00	\$ 9,400.00
EMER. OPERATING ENG.	HR	50	\$	96.00	\$ 4,800.00
EMERGENCY PLUMBER	HR	25	\$	95.00	\$ 2,375.00
EMERGENCY TRUCK DRIVER	HR	40	\$	40.00	\$ 1,600.00

Sub-Total= \$ 109,185.00

Additive Alternative (C)

LABOR/ITEM	UNIT	ESTIMATED QTY	RATE		TOTAL
LABORER/CEMENTMASON	HR	450	\$	94.00	\$ 42,300.00
OPERATING ENGINEER	HR	180	\$	96.00	\$ 17,280.00
PLUMBER	HR	40	\$	95.00	\$ 3,800.00
TRUCK DRIVER	HR	100	\$	40.00	\$ 4,000.00
EMERGENCY RATES*	UNIT	ESTIMATED QTY	RATE		TOTAL
EMERGENCY LABORER	HR	80	\$	94.00	\$ 7,520.00
EMER. OPERATING ENG.	HR	40	\$	96.00	\$ 3,840.00
EMERGENCY PLUMBER	HR	20	\$	95.00	\$ 1,900.00
EMERGENCY TRUCK DRIVER	HR	30	\$	40.00	\$ 1,200.00

Sub-Total= \$ 81,840.00

Total= \$ 1,715,865.00

CITY OF BLOOMINGTON
FY2026 UTILITY MAINTENANCE
PROJECT NO. CITY # 50-18-53005-26-00
CITY BID NO. 2025-46
BID TABULATION

Bid Opening Date: 5/6/2025
Bid Opening Time: 10:01 AM
PREPARED BY: Dominic Kallas

Attended By: Carla Murillo

	2026 Budget		LOW BID					
Base Bid (A)	\$1,767,638.90		George Gildner, Inc.		Stark Excavating Inc.			
LABOR / ITEM	UNIT	ESTIMATED QTY	RATE	TOTAL	RATE	TOTAL	RATE	TOTAL
LABORER/CEMENT MASON	HR	6600	\$94.00	\$620,400.00	\$114.00	\$752,400.00		\$0.00
OPERATING ENGINEER	HR	3600	\$96.00	\$345,600.00	\$148.00	\$532,800.00		\$0.00
PLUMBER	HR	3600	\$95.00	\$342,000.00	\$132.00	\$475,200.00		\$0.00
TRUCK DRIVER	HR	2400	\$40.00	\$96,000.00	\$84.00	\$201,600.00		\$0.00
EMERGENCY RATES (ONLY USED IF AGREED BY CITY PRIOR TO WORK)	UNIT	ESTIMATED QTY	RATE	TOTAL	RATE	TOTAL	RATE	TOTAL
EMERGENCY LABORER	HR	600	\$94.00	\$56,400.00	\$151.00	\$90,600.00		\$0.00
EMERGENCY OPERATING ENGINEER	HR	360	\$95.00	\$34,200.00	\$189.00	\$68,040.00		\$0.00
EMERGENCY PLUMBER	HR	240	\$96.00	\$23,040.00	\$173.00	\$41,520.00		\$0.00
EMERGENCY TRUCK DRIVER	HR	180	\$40.00	\$7,200.00	\$120.00	\$21,600.00		\$0.00
TOTAL BID (A) =				\$1,524,840.00		\$2,183,760.00		\$0.00

Additive Alternative (B)								
LABOR / ITEM	UNIT	ESTIMATED QTY	RATE	TOTAL	RATE	TOTAL	RATE	TOTAL
LABORER/CEMENT MASON	HR	650	\$94.00	\$61,100.00	\$114.00	\$74,100.00		\$0.00
OPERATING ENGINEER	HR	210	\$96.00	\$20,160.00	\$148.00	\$31,080.00		\$0.00
PLUMBER	HR	50	\$95.00	\$4,750.00	\$132.00	\$6,600.00		\$0.00
TRUCK DRIVER	HR	125	\$40.00	\$5,000.00	\$84.00	\$10,500.00		\$0.00
EMERGENCY RATES (ONLY USED IF AGREED BY CITY PRIOR TO WORK)	UNIT	ESTIMATED QTY	RATE	TOTAL	RATE	TOTAL	RATE	TOTAL
EMERGENCY LABORER	HR	100	\$94.00	\$9,400.00	\$151.00	\$15,100.00		\$0.00
EMERGENCY OPERATING ENGINEER	HR	50	\$96.00	\$4,800.00	\$189.00	\$9,450.00		\$0.00
EMERGENCY PLUMBER	HR	25	\$95.00	\$2,375.00	\$173.00	\$4,325.00		\$0.00
EMERGENCY TRUCK DRIVER	HR	40	\$40.00	\$1,600.00	\$120.00	\$4,800.00		\$0.00
TOTAL BID (B) =				\$109,185.00		\$155,955.00		\$0.00

Additive Alternative (C)								
LABOR / ITEM	UNIT	ESTIMATED QTY	RATE	TOTAL	RATE	TOTAL	RATE	TOTAL
LABORER/CEMENT MASON	HR	450	\$94.00	\$42,300.00	\$114.00	\$51,300.00		\$0.00
OPERATING ENGINEER	HR	180	\$96.00	\$17,280.00	\$148.00	\$26,640.00		\$0.00
PLUMBER	HR	40	\$95.00	\$3,800.00	\$132.00	\$5,280.00		\$0.00
TRUCK DRIVER	HR	100	\$40.00	\$4,000.00	\$84.00	\$8,400.00		\$0.00
EMERGENCY RATES (ONLY USED IF AGREED BY CITY PRIOR TO WORK)	UNIT	ESTIMATED QTY	RATE	TOTAL	RATE	TOTAL	RATE	TOTAL
EMERGENCY LABORER	HR	80	\$94.00	\$7,520.00	\$151.00	\$12,080.00		\$0.00
EMERGENCY OPERATING ENGINEER	HR	40	\$96.00	\$3,840.00	\$189.00	\$7,560.00		\$0.00
EMERGENCY PLUMBER	HR	20	\$95.00	\$1,900.00	\$173.00	\$3,460.00		\$0.00
EMERGENCY TRUCK DRIVER	HR	30	\$40.00	\$1,200.00	\$120.00	\$3,600.00		\$0.00
TOTAL BID (C) =				\$81,840.00		\$118,320.00		\$0.00

TOTAL Base Bid (A) + Additive Alt. (B) + Additive Alt. (C) = \$1,715,865.00 \$2,458,035.00 \$0.00



CONSENT AGENDA ITEM NO. 6.G.

FOR COUNCIL: May 27, 2025

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and Action on a Resolution Approving an Agreement with George Gildner, Inc. for the FY 2026 Sidewalk, Curb, and Gutter Replacement Program (Bid #2025-42), in the Amount of \$2,438,559.35, as requested by the Engineering Department.

RECOMMENDED MOTION: The proposed Resolution be approved.

STRATEGIC PLAN LINK:

Goal 2. Upgrade City Infrastructure and Facilities

Goal 5. Great Place - Livable, Sustainable City

STRATEGIC PLAN SIGNIFICANCE:

Objective 2a. Better quality roads and sidewalks

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

BACKGROUND: If approved, the City will enter into an agreement with George Gildner, Inc. ("Gildner"), for the Fiscal Year ("FY") 2026 Sidewalk, Curb and Gutter Replacement Program. The project includes ramp construction and midblock sidewalk replacement in order to accommodate specific individuals with disabilities, address concerns from residents, and fix substandard sidewalks rated by City staff as being the worst sidewalk (rated 1 and 2 on a scale of 10).

The project was advertised by the City to solicit competitive bids. Bids were received until 10:00 AM on Thursday, April 24, 2025, electronically via the City's e-Procurement Portal, *OpenGov*. Two bids were opened on April 24th. Gildner is a local firm, and, therefore, the Local Preference Policy does not impact the recommendation. A full bid tabulation is attached. Contingency is included in the bid and shall be used for unforeseen issues which may arise during the project. This contingency shall be at the City's sole discretion, and any amount not used during the project shall revert to the City and not be paid to the contractor.

The FY 2026 General Sidewalk, Curb, and Gutter Replacement Program package included a Base Bid and three additive Alternate Bids for this project. The additive Alternative Bids were included in this bid package in case the City received favorable pricing. Staff recommends approving an agreement that includes the Base Bid only.

The Sidewalk, Curb, and Gutter Program is designed to provide for the construction of sidewalk ramps that are compliant with standards related to the Americans with Disabilities Act, other sidewalk repairs, and projects in which property owners voluntarily enter a 50% cost-sharing agreement (50/50 Sidewalk Program). The program also funds concrete work related to curb and gutter replacements. Additional information on these and other sidewalk programs is available at www.bloomingtonstreets.com.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: The Request for Bids was released through the City's *OpenGov* portal and advertised in *The Pantagraph* on March 14, 2025.

FINANCIAL IMPACT: If approved, the City will enter into a Construction Agreement with Gildner, in the Amount of \$2,438,559.35. This will be paid from the Capital Improvement (Asphalt & Concrete) Fund-Sidewalks account (40120200-72560) in the amount of \$2,438,559.35. Stakeholders can locate this in the FY 2026 Proposed Budget Book titled "Other Funds & Capital Improvement" on pages 70, 72, 159, 210, 213 and 214.

Respectfully submitted for consideration.

Prepared by: Ronald Harvey, Civil Engineer I

ATTACHMENTS:

[ENG 4B Resolution](#)

[ENG 4C Resolution - Exhibit A](#)

[ENG 4D Bid Tab](#)

RESOLUTION NO. 2025 - ____

**A RESOLUTION APPROVING AN AGREEMENT WITH GEORGE GILDNER, INC. FOR THE
FY 2026 SIDEWALK, CURB, AND GUTTER REPLACEMENT PROGRAM (BID #2025-42),
IN THE AMOUNT OF \$2,438,559.35**

WHEREAS, subject to the provisions of the City Code, City staff are recommending an agreement with Geroge Gildner, Inc. be approved for the FY 2026 Sidewalk, Curb and Gutter Replacement Program (Exhibit A), in the amount of \$2,438,559.35 ("PROJECT"); and

WHEREAS, the PROJECT consists of work necessary for ramp construction and midblock sidewalk replacement in order to accommodate specific individuals with disabilities, address concerns from residents, and fix substandard sidewalks rated by City staff as being the worst sidewalk (rated 1 and 2 on a scale of 10) and a contingency line item; and

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

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

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

SECTION 2. The City Manager, or designated representatives, are authorized to execute the Agreement, and any other necessary documents. The City Manager, or designee, is further authorized to approve any changes to the work or increases in the contract amount, up to the contingency amount set forth in the contract, to the extent the City Manager finds such to be in the best interests of the City.

PASSED this 27th day of May 2025.

APPROVED this ____ day of May 2025.

CITY OF BLOOMINGTON

ATTEST

Dan Brady, Mayor

Leslie Smith-Yocum, City Clerk

EXHIBIT A

CITY OF BLOOMINGTON AGREEMENT WITH

George Gildner, Inc.

FOR

FY 2026 Sidewalk, Curb and Gutter Replacement Program

THIS AGREEMENT, dated this 27 day of May, 2025, is between the City of Bloomington, IL (hereinafter "CITY") and George Gildner, Inc. (hereinafter "VENDOR"). CITY and VENDOR may hereinafter collectively be referred to as the "PARTIES" and individually as the "PARTY".

NOW THEREFORE, the PARTIES agree as follows:

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

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

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

☐

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

☒

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

2025-42: FY2026 Sidewalk, Curb and Gutter Replacement Program (hereinafter "REQUEST").

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

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

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

☐

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

☒

This Agreement is subject to bonding requirements.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

☐

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



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

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

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

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

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

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

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

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

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

If to VENDOR:

George Gildner, Inc.
Attn: Steve Gildner
2302 Ireland Grove Road
Bloomington, IL 61702
gildnerinc@aol.com

Copy to:

If to CITY:

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

Copy to:

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

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

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

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

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

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

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

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

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

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

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

CITY OF BLOOMINGTON

By: _____
Its City Manager

ATTEST:

By: _____
Its City Clerk

VENDOR George Schneider
By: Douglas Schneider
Its President

By: [Signature]
Its Vice President

EXHIBIT A
DESCRIPTION OF SERVICES/WORK PROVIDED

This work shall consist of furnishing all labor, material, and equipment necessary to perform all operations for the successful completion of the contract. All work shall be in accordance with the specifications, any applicable drawings, and subject to the terms and conditions of this contract.

This project consist primarily of the following major work items:

1. Approximately 98,500 SQ FT Sidewalk Removal
2. Approximately 62,500 SQ FT PCC Sidewalk 4"
3. Approximately 30,000 SQ FT PCC Sidewalk 6"
4. Approximately 6,000 SQ FT PCC Sidewalk 8"
5. Approximately 11,000 SQ FT Sidewalk Reinforcement, Special
6. Also includes curb and gutter replacement, sidewalk ramps, saw cutting/grinding sidewalk, 50/50 sidewalk program, and allowance pay items.

EXHIBIT B
PAYMENT TERMS

FY 2026 Sidewalk, Curb & Gutter Replacement Program (Bid #2025-42)
May12, 2025

Base Bid - Bid #2025-42 FY26 Sidewalk, Curb & Gutter Replacement Program				George Gildner Inc.
Line Item	Description	Quantity	Unit of Measure	Total
20200100	EARTH EXCAVATION	221	SF	\$663.00
42300200	PCC DRIVEWAY PAVEMENT, 6"	107	SY	\$13,375.00
42300400	PCC DRIVEWAY PAVEMENT, 8"	108	SY	\$15,552.00
42400100	PCC SIDEWALK, 4"	54856	SF	\$778,955.20
42400300	PCC SIDEWALK, 6"	24577	SF	\$388,316.60
42400410	PCC SIDEWALK, 8"	6023	SF	\$104,499.05
42400800	DETECTABLE WARNINGS	290	SF	\$10,730.00
44000200	DRIVEWAY PAVEMENT REMOVAL	215	SY	\$8,868.75
44000600	SIDEWALK REMOVAL	87219	SF	\$436,095.00
44200920	CLASS B PATCHES, TYPE IV, 6 INCH	31	SY	\$4,495.00
BLM00003	TOPSOIL PLACEMENT AND SEEDING, SPECIAL (LARGE AREA)	289	SF	\$2,890.00
BLM00014	SAW CUTTING/GRINDING SIDEWALK, SPECIAL	26	IN-FT	\$1,040.00
BLM00015	SIDEWALK REINFORCEMENT, SPECIAL	11156	SF	\$39,046.00
COB42401	PCC SIDEWALK RAMP, 6"	1470	SF	\$38,220.00
COB42402	PCC SIDEWALK RAMP, 8"	210	SF	\$5,880.00
COB60200	MANHOLE TO BE ADJUSTED, SPECIAL	1	EA	\$1,000.00
COB60202	INLET TO BE ADJUSTED, SPECIAL	3	EA	\$1,500.00
COB60203	INLET TO BE RECONSTRUCTED, SPECIAL	1	EA	\$3,500.00
COB60205	FRAME AND GRATE, TYPE 3	1	EA	\$800.00
COB60206	FRAME & GRATE, TYPE 50	1	EA	\$1,000.00
COB60211	STORM SEWER, SPECIAL	5	FT	\$1,375.00
COB60601	COMB CURB & GUTTER, REMOVAL (SPOT REMOVE), SPECIAL	428	FT	\$8,560.00
COB60602	COMB CONC CURB & GUTTER, TYPE B-6.18 (SPOT PLACEMENT), SPECIAL	428	FT	\$32,100.00
COB60605	BARRIER YARD CURB, SPECIAL	276	LF	\$22,080.00
2020010A	EARTH EXCAVATION - ALLOWANCE	500	SF	\$1,500.00
4230020A	PCC DRIVEWAY PAVEMENT, 6" - ALLOWANCE	35	SY	\$4,375.00
4240010A	PCC SIDEWALK, 4" - ALLOWANCE	6750	SF	\$95,850.00
4240030A	PCC SIDEWALK, 6" - ALLOWANCE	5000	SF	\$79,000.00
4240080A	DETECTABLE WARNINGS - ALLOWANCE	20	SF	\$800.00
4400020A	DRIVEWAY PAVEMENT REMOVAL - ALLOWANCE	35	SY	\$1,443.75
4400060A	SIDEWALK REMOVAL- ALLOWANCE	11500	SF	\$57,500.00
BLM0014A	SAW CUTTING/GRINDING SIDEWALK, SPECIAL - ALLOWANCE	25	IN-FT	\$1,000.00
BLM0015A	SIDEWALK REINFORCEMENT, SPECIAL - ALLOWANCE	300	SF	\$1,050.00
COB42401A	PCC SIDEWALK RAMP, 6" - ALLOWANCE	250	SF	\$6,500.00
COB60605A	BARRIER YARD CURB, SPECIAL - ALLOWANCE	50	LF	\$4,000.00
COB70100	TRAFFIC CONTROL AND PROTECTION, COMPLETE	1	LS	\$50,000.00
COB7010A	TRAFFIC CONTROL AND PROTECTION, COMPLETE - ALLOWANCE	1	LS	\$5,000.00

	Total				\$2,228,559.35
Base Bid - Bid #2025-42 FY26 Sidewalk, Curb & Gutter Replacement Program					George Gildner Inc.
Line Item	Description	Quantity	Unit Measure	of	Total
COB80000	CONTINGENCY	1	LS		\$140,000.00
COB8000A	CONTINGENCY ALLOWANCE	1	LS		\$20,000.00
COB90000	50-50 SIDEWALK PROGRAM	1	LS		\$50,000.00
	Total				\$210,000.00

TOTAL BASE BID

\$2,438,559.35

FY 2026 Sidewalk, Curb & Gutter Replacement Program (Bid 2025-42)

DRAFT - 04.28.2025

Base Bid - Bid #2025-42 FY26 Sidewalk, Curb & Gutter Replacement Program				George Gildner Inc.		JG Stewart Contractors, Inc.	
Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total
20200100	EARTH EXCAVATION	221	SF	\$3.00	\$663.00	\$3.75	\$828.75
42300200	PCC DRIVEWAY PAVEMENT, 6"	107	SY	\$125.00	\$13,375.00	\$165.40	\$17,697.80
42300400	PCC DRIVEWAY PAVEMENT, 8"	108	SY	\$144.00	\$15,552.00	\$182.30	\$19,688.40
42400100	PCC SIDEWALK, 4"	54856	SF	\$14.20	\$778,955.20	\$14.85	\$814,611.60
42400300	PCC SIDEWALK, 6"	24577	SF	\$15.80	\$388,316.60	\$16.55	\$406,749.35
42400410	PCC SIDEWALK, 8"	6023	SF	\$17.35	\$104,499.05	\$18.25	\$109,919.75
42400800	DETECTABLE WARNINGS	290	SF	\$37.00	\$10,730.00	\$49.00	\$14,210.00
44000200	DRIVEWAY PAVEMENT REMOVAL	215	SY	\$41.25	\$8,868.75	\$44.00	\$9,460.00
44000600	SIDEWALK REMOVAL	87219	SF	\$5.00	\$436,095.00	\$4.35	\$379,402.65
44200920	CLASS B PATCHES, TYPE IV, 6 INCH	31	SY	\$145.00	\$4,495.00	\$133.85	\$4,149.35
BLM00003	TOPSOIL PLACEMENT AND SEEDING, SPECIAL (LARGE AREA)	289	SF	\$10.00	\$2,890.00	\$5.65	\$1,632.85
BLM00014	SAW CUTTING/GRINDING SIDEWALK, SPECIAL	26	IN-FT	\$40.00	\$1,040.00	\$66.35	\$1,725.10
BLM00015	SIDEWALK REINFORCEMENT, SPECIAL	11156	SF	\$3.50	\$39,046.00	\$2.75	\$30,679.00
COB42401	PCC SIDEWALK RAMP, 6"	1470	SF	\$26.00	\$38,220.00	\$41.85	\$61,519.50
COB42402	PCC SIDEWALK RAMP, 8"	210	SF	\$28.00	\$5,880.00	\$46.10	\$9,681.00
COB60200	MANHOLE TO BE ADJUSTED, SPECIAL	1	EA	\$1,000.00	\$1,000.00	\$1,103.00	\$1,103.00
COB60202	INLET TO BE ADJUSTED, SPECIAL	3	EA	\$500.00	\$1,500.00	\$785.00	\$2,355.00
COB60203	INLET TO BE RECONSTRUCTED, SPECIAL	1	EA	\$3,500.00	\$3,500.00	\$4,075.00	\$4,075.00
COB60205	FRAME AND GRATE, TYPE 3	1	EA	\$800.00	\$800.00	\$1,270.00	\$1,270.00
COB60206	FRAME & GRATE, TYPE 50	1	EA	\$1,000.00	\$1,000.00	\$1,560.00	\$1,560.00
COB60211	STORM SEWER, SPECIAL	5	FT	\$275.00	\$1,375.00	\$334.00	\$1,670.00
COB60601	COMB CURB & GUTTER, REMOVAL (SPOT REMOVE), SPECIAL	428	FT	\$20.00	\$8,560.00	\$20.40	\$8,731.20
COB60602	COMB CONC CURB & GUTTER, TYPE B-6.18 (SPOT PLACEMENT), SPECIAL	428	FT	\$75.00	\$32,100.00	\$89.60	\$38,348.80
COB60605	BARRIER YARD CURB, SPECIAL	276	LF	\$80.00	\$22,080.00	\$98.00	\$27,048.00
2020010A	EARTH EXCAVATION - ALLOWANCE	500	SF	\$3.00	\$1,500.00	\$3.75	\$1,875.00
4230020A	PCC DRIVEWAY PAVEMENT, 6" - ALLOWANCE	35	SY	\$125.00	\$4,375.00	\$165.40	\$5,789.00
4240010A	PCC SIDEWALK, 4" - ALLOWANCE	6750	SF	\$14.20	\$95,850.00	\$14.85	\$100,237.50
4240030A	PCC SIDEWALK, 6" - ALLOWANCE	5000	SF	\$15.80	\$79,000.00	\$16.55	\$82,750.00
4240080A	DETECTABLE WARNINGS - ALLOWANCE	20	SF	\$40.00	\$800.00	\$49.00	\$980.00
4400020A	DRIVEWAY PAVEMENT REMOVAL - ALLOWANCE	35	SY	\$41.25	\$1,443.75	\$44.00	\$1,540.00
4400060A	SIDEWALK REMOVAL - ALLOWANCE	11500	SF	\$5.00	\$57,500.00	\$4.35	\$50,025.00
BLM0014A	SAW CUTTING/GRINDING SIDEWALK, SPECIAL - ALLOWANCE	25	IN-FT	\$40.00	\$1,000.00	\$66.35	\$1,658.75
BLM0015A	SIDEWALK REINFORCEMENT, SPECIAL - ALLOWANCE	300	SF	\$3.50	\$1,050.00	\$2.75	\$825.00
COB42401A	PCC SIDEWALK RAMP, 6" - ALLOWANCE	250	SF	\$26.00	\$6,500.00	\$41.85	\$10,462.50
COB60605A	BARRIER YARD CURB, SPECIAL - ALLOWANCE	50	LF	\$80.00	\$4,000.00	\$98.00	\$4,900.00
COB70100	TRAFFIC CONTROL AND PROTECTION, COMPLETE	1	LS	\$50,000.00	\$50,000.00	\$62,400.00	\$62,400.00
COB7010A	TRAFFIC CONTROL AND PROTECTION, COMPLETE - ALLOWANCE	1	LS	\$5,000.00	\$5,000.00	\$16,500.00	\$16,500.00
	Total				\$2,228,559.35		\$2,308,058.85

Base Bid - Bid #2025-42 FY26 Sidewalk, Curb & Gutter Replacement Program				George Gildner Inc.		JG Stewart Contractors, Inc.	
Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total
COB80000	CONTINGENCY	1	LS	\$140,000.00	\$140,000.00	\$140,000.00	\$140,000.00
COB8000A	CONTINGENCY ALLOWANCE	1	LS	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00
COB90000	50-50 SIDEWALK PROGRAM	1	LS	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00
	Total				\$210,000.00		\$210,000.00

Additive Alternate 1 - Bid #2025-42 FY26 Sidewalk, Curb & Gutter Replacement Program				George Gildner Inc.		JG Stewart Contractors, Inc.	
Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total
42400100	PCC SIDEWALK, 4"	2100	SF	\$10.50	\$22,050.00	\$14.85	\$31,185.00
44000600	SIDEWALK REMOVAL	2100	SF	\$3.50	\$7,350.00	\$4.35	\$9,135.00
COB70100	TRAFFIC CONTROL AND PROTECTION, COMPLETE	1	LS	\$2,500.00	\$2,500.00	\$2,300.00	\$2,300.00
	Total				\$31,900.00		\$42,620.00

Additive Alternate 1 - Bid #2025-42 FY26 Sidewalk, Curb & Gutter Replacement Program				George Gildner Inc.		JG Stewart Contractors, Inc.	
Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total
COB80000	CONTINGENCY	1	LS	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00
	Total				\$3,000.00		\$3,000.00

Additive Alternate 2 - Bid #2025-42 FY26 Sidewalk, Curb & Gutter Replacement Program				George Gildner Inc.		JG Stewart Contractors, Inc.	
Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total
42300400	PCC DRIVEWAY PAVEMENT, 8"	9	SY	\$120.00	\$1,080.00	\$182.30	\$1,640.70
42400100	PCC SIDEWALK, 4"	2124	SF	\$10.50	\$22,302.00	\$14.85	\$31,541.40
42400300	PCC SIDEWALK, 6"	5994	SF	\$11.70	\$70,129.80	\$16.55	\$99,200.70
42400410	PCC SIDEWALK, 8"	2867	SF	\$12.85	\$36,840.95	\$18.25	\$52,322.75
44000200	DRIVEWAY PAVEMENT REMOVAL	9	SY	\$33.00	\$297.00	\$44.00	\$396.00
44000600	SIDEWALK REMOVAL	10985	SF	\$4.00	\$43,940.00	\$4.35	\$47,784.75
BLM00015	SIDEWALK REINFORCEMENT, SPECIAL	1280	SF	\$3.00	\$3,840.00	\$2.75	\$3,520.00
COB70100	TRAFFIC CONTROL AND PROTECTION, COMPLETE	1	LS	\$17,500.00	\$17,500.00	\$13,900.00	\$13,900.00
	Total				\$195,929.75		\$250,306.30

Additive Alternate 2 - Bid #2025-42 FY26 Sidewalk, Curb & Gutter Replacement Program				George Gildner Inc.		JG Stewart Contractors, Inc.	
Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total
COB80000	CONTINGENCY	1	LS	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00
	Total				\$15,000.00		\$15,000.00

Additive Alternate 3 - Bid #2025-42 FY26 Sidewalk, Curb & Gutter Replacement Program				George Gildner Inc.		JG Stewart Contractors, Inc.	
Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total
42300400	PCC DRIVEWAY PAVEMENT, 8"	33	SY	\$120.00	\$3,960.00	\$182.30	\$6,015.90
42400100	PCC SIDEWALK, 4"	2144	SF	\$10.50	\$22,512.00	\$14.85	\$31,838.40
42400300	PCC SIDEWALK, 6"	3650	SF	\$11.70	\$42,705.00	\$16.55	\$60,407.50
42400410	PCC SIDEWALK, 8"	2084	SF	\$12.85	\$26,779.40	\$18.25	\$38,033.00
44000200	DRIVEWAY PAVEMENT REMOVAL	33	SY	\$33.00	\$1,089.00	\$44.00	\$1,452.00
44000600	SIDEWALK REMOVAL	7878	SF	\$3.50	\$27,573.00	\$4.35	\$34,269.30
BLM00015	SIDEWALK REINFORCEMENT, SPECIAL	160	SF	\$3.00	\$480.00	\$2.75	\$440.00
COB70100	TRAFFIC CONTROL AND PROTECTION, COMPLETE	1	LS	\$5,000.00	\$5,000.00	\$10,200.00	\$10,200.00
	Total				\$130,098.40		\$182,656.10

Additive Alternate 3 - Bid #2025-42 FY26 Sidewalk, Curb & Gutter Replacement Program				George Gildner Inc.		JG Stewart Contractors, Inc.	
Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total
COB80000	CONTINGENCY	1	LS	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00
	Total				\$10,000.00		\$10,000.00

TOTAL BASE BID	\$2,438,559.35	\$2,518,058.85
TOTAL BASE BID & ALTERNATE #1	\$2,473,459.35	\$2,563,678.85
TOTAL BASE BID & ALTERNATE #2	\$2,649,489.10	\$2,783,365.15
TOTAL BASE BID & ALTERNATE #3	\$2,578,657.75	\$2,710,714.95
TOTAL BASE BID & ALTERNATE #1 & ALTERNATE #2	\$2,684,389.10	\$2,828,985.15
TOTAL BASE BID & ALTERNATE #1 & ALTERNATE #3	\$2,613,557.75	\$2,756,334.95
TOTAL BASE BID & ALTERNATE #2 & ALTERNATE #3	\$2,789,587.50	\$2,976,021.25
TOTAL BASE BID & ALTERNATE #1 & ALTERNATE #2 & ALTERNATE #3	\$2,824,487.50	\$3,021,641.25



CONSENT AGENDA ITEM NO. 6.H.

FOR COUNCIL: May 27, 2025

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and Action on a Resolution Approving an Agreement with Rathje Enterprises, Inc., for the Fiscal Year 2026 Traffic Signal Maintenance Project (Bid #2025-47), in the Amount of \$174,065, as requested by the Engineering Department.

RECOMMENDED MOTION: The proposed Resolution be approved.

STRATEGIC PLAN LINK:

Goal 2. Upgrade City Infrastructure and Facilities

Goal 5. Great Place - Livable, Sustainable City

STRATEGIC PLAN SIGNIFICANCE:

Objective 2a. Better quality roads and sidewalks

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

BACKGROUND: If approved, the City will enter into an agreement with Rathje Enterprises, Inc. for the Fiscal Year ("FY") 2026 Traffic Signal Maintenance Project (Bid #2025-47). The project was advertised by the City to solicit competitive bids. Bids were received until 10:10 AM on Tuesday, May 6, 2025, electronically via the City's e-Procurement Portal, *OpenGov*. One bid was opened on May 6th. The City's Local Preference Policy does not apply because there was only one bidder. A full bid tabulation is included.

The Traffic Signal Maintenance Project includes traffic signal mast arm, controller, and other signal equipment repairs or replacement and other work on City electric and traffic signal facilities that are both emergency and non-emergency. This project must be contracted out due to the lack of necessary equipment or manpower, this work is beyond the capability of City crews. The budget for the FY 2026 Traffic Signal Maintenance & Emergency Traffic Signal Repair Project is \$180,000. This is an annual maintenance agreement, which includes multiple projects assigned at various times throughout the Fiscal Year. Therefore, the start and completion dates for each individual project will vary.

The bid package included a Base Bid (A), an Additive Alternative (B) for this project. The Additive Alternative (B) increased the Base Bid (A) quantities, which was included in this bid package in case the City received favorable pricing. Staff recommends approving an agreement that includes Base Bid (A) and Additive Alternative (B) because of the favorable pricing, and both are within the project budget.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: The Invitation to Bid was advertised in *The Pantagraph* and on *OpenGov* on April 15, 2025.

FINANCIAL IMPACT: If approved, the City will enter into an agreement with Rathje Enterprises, Inc., in the Amount of \$174,065. This will be paid out of the Engineering-

Contracted Traffic Signal Maintenance and Repair account (10016210- 70662). A total of \$180,000 is included in the FY 2026 Budget for this work. Stakeholders can locate this in the FY Proposed 2026 Budget Book titled "Budget Overview & General Fund" on page 253.

Respectfully submitted for consideration.

Prepared by: Chad Langan, Sr Civil Engineer

ATTACHMENTS:

[ENG 2B Resolution](#)

[ENG 2C Resolution - Exhibit A](#)

[ENG 2D Bid Tabulation](#)

RESOLUTION NO. 2025 - ____

A RESOLUTION APPROVING AN AGREEMENT WITH RATHJE ENTERPRISES, INC., FOR THE FISCAL YEAR 2026 TRAFFIC SIGNAL MAINTENANCE PROJECT (BID #2025-47), IN THE AMOUNT OF \$174,065

WHEREAS, subject to the provisions of the City Code, City staff are recommending an Agreement with Rathje Enterprises, Inc. be approved for the FY 2026 Traffic Signal Maintenance Project (Exhibit A), in the amount of \$174,065 ("PROJECT"); and

WHEREAS, the PROJECT consists of traffic signal mast arm, controller, and other signal equipment repairs or replacement, and other work on City electric and traffic signal facilities that are both emergency and non-emergency; and

WHEREAS, the PROJECT must be contracted out due to the lack of necessary equipment or manpower, this work is beyond the capability of City crews; and

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

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

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

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

PASSED this 27th day of May 2025.

APPROVED this ____ day of May 2025.

CITY OF BLOOMINGTON

ATTEST

Dan Brady, Mayor

Leslie Smith-Yocum, City Clerk

EXHIBIT A

CITY OF BLOOMINGTON AGREEMENT WITH
RATHJE ENTERPRISES, INC., DBA: BODINE ELECTRIC OF DECATUR
FOR
FY2026 TRAFFIC SIGNAL MAINTENANCE (BID #2025-47)

THIS AGREEMENT, dated this 27 day of May, 2025, is between the City of Bloomington, IL (hereinafter "CITY") and Rathje Enterprises, Inc. (hereinafter "VENDOR"). CITY and VENDOR may hereinafter collectively be referred to as the "PARTIES" and individually as the "PARTY".

NOW THEREFORE, the PARTIES agree as follows:

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

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

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

☐

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

☒

This Agreement was subject to the following procurement initiative by the CITY:
Bid #2025-47 FY2026 Traffic Signal Maintenance (hereinafter "REQUEST").
Accordingly, the provisions of the REQUEST and the proposal submitted by VENDOR (hereinafter collectively referred to as "PROCUREMENT DOCUMENTS"), shall be incorporated into this Agreement by reference and made a part thereof and shall be considered additional contractual requirements that must be met by VENDOR. In the event of a direct conflict between the provisions of this Agreement and the incorporated PROCUREMENT DOCUMENTS, the provisions of this Agreement shall prevail. All PROCUREMENT DOCUMENTS are kept on file by CITY Legal Department and shall be made available upon request.

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

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

☐

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

☒

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

☐

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

☒

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

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

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

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

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

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

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

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

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

If to VENDOR:

Rathje Enterprises, Inc.
1845 North 22nd Street
Decatur, IL 62525
dturner@bodinemail.com
217-423-2593

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 Bodine Electric of Decatur

By: [Signature]
Its President

By: Balson C. Smith
Its CFO

EXHIBIT A
DESCRIPTION OF SERVICES/WORK PROVIDED

This project consists of the following major work items:

Labor - Various Hrs.

Emergency Labor - Various Hrs.

And other necessary items and incidentals.

EXHIBIT B
COSTS/FEES

Base Bid (A)

LABOR/ITEM	UNIT	ESTIMATED QTY	RATE	TOTAL
LABOR	HR	750	\$ 142.00	\$ 106,500.00
EMERGENCY RATES*	UNIT	ESTIMATED QTY	RATE	TOTAL
EMERGENCY LABOR	HR	150	\$ 215.00	\$ 32,250.00
Sub-Total=				\$ 138,750.00

Additive Alternative (B)

LABOR/ITEM	UNIT	ESTIMATED QTY	RATE	TOTAL
LABOR	HR	120	\$ 142.00	\$ 17,040.00
EMERGENCY RATES*	UNIT	ESTIMATED QTY	RATE	TOTAL
EMERGENCY LABOR	HR	85	\$ 215.00	\$ 18,275.00
Sub-Total=				\$ 35,315.00
Total=				\$ 174,065.00

CITY OF BLOOMINGTON
FY 2026 TRAFFIC SIGNAL MAINTENANCE

PROJECT NO. CITY # 50-17-53005-26-00

CITY BID NO. 2025-47

BID TABULATION

Bid Opening Date: 5/6/2025

Bid Opening Time: 10:10 AM

PREPARED BY: Chad Langan

Attended By: Carla Murillo

<i>Base Bid (A)</i>		2026 Budget		LOW BID					
		\$180,000.00		Rathje Enterprises, Inc.					
LABOR / ITEM	UNIT	ESTIMATED QTY	RATE	TOTAL	RATE	TOTAL	RATE	TOTAL	
LABOR	HR	750	\$142.00	\$106,500.00		\$0.00		\$0.00	
EMERGENCY RATES (ONLY USED IF AGREED BY CITY PRIOR TO WORK)	UNIT	ESTIMATED QTY	RATE	TOTAL	RATE	TOTAL	RATE	TOTAL	
EMERGENCY LABOR	HR	150	\$215.00	\$32,250.00		\$0.00		\$0.00	
TOTAL BID (A) =				\$138,750.00		\$0.00		\$0.00	

<i>Additive Alternative (B)</i>									
LABOR / ITEM	UNIT	ESTIMATED QTY	RATE	TOTAL	RATE	TOTAL	RATE	TOTAL	
LABOR	HR	120	\$142.00	\$17,040.00		\$0.00		\$0.00	
EMERGENCY RATES (ONLY USED IF AGREED BY CITY PRIOR TO WORK)	UNIT	ESTIMATED QTY	RATE	TOTAL	RATE	TOTAL	RATE	TOTAL	
EMERGENCY LABOR	HR	85	\$215.00	\$18,275.00		\$0.00		\$0.00	
TOTAL BID (B) =				\$35,315.00		\$0.00		\$0.00	

TOTAL Base Bid (A) + Additive Alt. (B) = \$174,065.00 \$0.00 \$0.00



CONSENT AGENDA ITEM NO. 6.I.

FOR COUNCIL: May 27, 2025

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and Action on a Resolution Approving an Agreement with Rowe Construction, a Division of United Contractors Midwest, Inc. for the FY 2026 General Resurfacing Program, in the Amount of \$3,773,146.22, as requested by the Engineering Department.

RECOMMENDED MOTION: The proposed Resolution be approved.

STRATEGIC PLAN LINK:

Goal 2. Upgrade City Infrastructure and Facilities
Goal 5. Great Place - Livable, Sustainable City

STRATEGIC PLAN SIGNIFICANCE:

Objective 2a. Better quality roads and sidewalks
Objective 5a. Well-planned City with necessary services and infrastructure
Objective 5b. City decisions consistent with plans and policies

BACKGROUND: If approved, the City will enter into an agreement with Rowe Construction, A Division of United Contractors Midwest ("UCM"), for the Fiscal Year ("FY") 2026 General Resurfacing Program. The agreement is designed to provide for street resurfacing throughout the City, as well as improvements to Constitution Trail between Beich Road and Morris Avenue along the north side of Hamilton Road / Fox Creek Road.

Council approved Resolution No. 2025-063 on May 24, 2025, waiving the technical bidding requirements for streets identified for the FY 2026 Resurfacing Program and authorizing direct negotiations with UCM. The resolution, map, and corresponding agreement are attached. Contingency is included in the proposal and shall be used for unforeseen issues which may arise during the project. This contingency shall be at the City's sole discretion and any amount not used during the project shall revert to the City and not be paid to the contractor.

The FY 2026 General Resurfacing package is recommended by staff to be accepted as negotiated.

The Public Works Department has staff that performs minor maintenance to streets and alleys, including pothole repair and minor patches. Major street work is handled by contractors working for the City, which includes resurfacing streets. Resurfacing a street typically includes removal of the existing pavement surface, spot repairs, and adjusting manholes and other utilities in the street along with the installation of the new Hot Mix Asphalt surface.

Information about the City of Bloomington streets is maintained in a Geographic Information System ("GIS") by the Engineering Department. The condition rating, along with other information, is used to help determine which streets will be resurfaced each year. In addition,

www.bloomingtonstreets.com includes information about street and sidewalk maintenance, including a complete list and map of planned resurfacing projects, an interactive street rating map, and regular updates on how the community's Local Motor Fuel Tax dollars are spent.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: If approved, the City will enter into a Construction Agreement with Rowe Construction - A Division of United Contractors Midwest, Inc., in the Amount of \$3,773,146.22. This will be paid from the Capital Improvement (Asphalt & Concrete) Fund-Street Construction & Improvement account (40120200-72530) in the amount of \$3,579,790.86, and the Capital Improvement-Bike Trail account (40100100-72580) in the amount of \$193,355.36 for improvements to Constitution Trail. Stakeholders can locate this in the FY 2026 Proposed Budget Book titled "Other Funds & Capital Improvement" on pages 65, 68, 70, 72, 159, 175, 199, 210 and 211.

Respectfully submitted for consideration.

Prepared by: Ronald Harvey, Civil Engineer I

ATTACHMENTS:

[ENG 5B Resolution](#)

[ENG 5C Resolution - Exhibit A](#)

[ENG 5D Project Map](#)

RESOLUTION NO. 2025 - ____

**A RESOLUTION APPROVING AN AGREEMENT WITH ROWE CONSTRUCTION, A
DIVISION OF UNITED CONTRACTORS MIDWEST, INC., FOR THE FY 2026 GENERAL
RESURFACING PROGRAM, IN THE AMOUNT OF \$3,773,146.22**

WHEREAS, subject to the provisions of the City Code, City staff are recommending an agreement with Rowe Construction, a Division of United Contractors Midwest, Inc. be approved for the FY 2026 General Resurfacing Program (Exhibit A), in the amount of \$3,773,146.22 ("PROJECT"); and

WHEREAS, the PROJECT consists of work necessary to remove and replace existing pavement asphalt surfaces, install sidewalk and ramps at various locations, along with installation of curb and gutter as shown on the plans, and a contingency line item; and

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

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

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

SECTION 2. The City Manager, or designated representatives, are authorized to execute the Agreement, and any other necessary documents. The City Manager, or designee, is further authorized to approve any changes to the work or increases in the contract amount, up to the contingency amount set forth in the contract, to the extent the City Manager finds such to be in the best interests of the City.

PASSED this 27th day of May 2025.

APPROVED this ____ day of May 2025.

CITY OF BLOOMINGTON

ATTEST

Dan Brady, Mayor

Leslie Smith-Yocum, City Clerk

EXHIBIT A

CITY OF BLOOMINGTON AGREEMENT WITH
Rowe Construction, A Division of United Contractors Midwest, Inc.

FOR
FY 2026 General Resurfacing

THIS AGREEMENT, dated this 27th day of May, 2025, is between the City of Bloomington, IL (hereinafter "CITY") and Rowe Construction, A Division of (hereinafter "VENDOR"). CITY and VENDOR may hereinafter collectively be referred to as the "PARTIES" and individually as the "PARTY".

NOW THEREFORE, the PARTIES agree as follows:

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

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

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



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



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

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

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

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



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



This Agreement is subject to bonding requirements.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

☐

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



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

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

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

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

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

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

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

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

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

If to VENDOR:

Rowe Construction
Attn: Al Ruhrup
1523 N. Cottage Ave.
Bloomington, IL 61701
al.ruhtrup@ucm.biz

Copy to:

If to CITY:

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

Copy to:

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

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

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

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

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

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

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

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

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

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

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

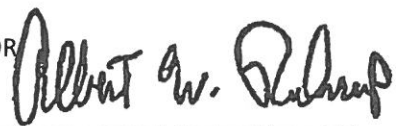
CITY OF BLOOMINGTON

By: _____
Its City Manager

ATTEST:

By: _____
Its City Clerk

VENDOR

By: 
Its Vice President

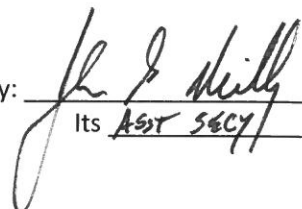
By: 
Its Asst Secy

EXHIBIT A
DESCRIPTION OF SERVICES/WORK PROVIDED

The description of services/work provided is defined in:

The proposal package, including revisions, for Fiscal Year 2026 General Resurfacing.

Generally, this work consists of the removal of existing pavement surfaces and the placement of asphalt overlay at various locations as shown on the plans. Incidental work includes pavement patching, manhole, inlet, and valve box adjustments, sidewalk ramps, pavement markings, and other appurtenances as required.

VENDOR will adhere to all scheduling requirements as set forth in the 03/26/2025 Special Provisions document, including revisions dated 04/11/2025, which shall be incorporated into this Agreement.

EXHIBIT B PAYMENT TERMS

FY 2026 General Resurfacing – Base Bid

May 12, 2025

ITEM NO.	DESCRIPTION	UNITS	PLAN QTY	UNIT PRICE	AMOUNT
20200100	EARTH EXCAVATION	SF	182	\$5.00	\$910.00
40600295	POLYMERIZED BITUMINOUS MATERIALS (PRIME COAT)	LB	34228	\$2.75	\$94,127.00
40600295T	POLYMERIZED BITUMINOUS MATERIALS (PRIME COAT) - TRAIL	LB	2385	\$2.75	\$6,558.75
40600370	LONGITUDINAL JOINT SEALANT	FT	26733	\$4.29	\$114,684.57
40600982	HOT-MIX ASPHALT SURFACE REMOVAL - BUTT JOINT	SY	1185	\$10.00	\$11,850.00
40600985	PORTLAND CEMENT CONCRETE SURFACE REMOVAL - BUTT JOINT	SY	180	\$10.00	\$1,800.00
40600990	TEMPORARY RAMP	FT	3559	\$14.78	\$52,602.02
40602978	HOT-MIX ASPHALT BINDER COURSE, IL-9.5, N50	TON	1110	\$150.53	\$167,088.30
40603153	POLYMERIZED HOT-MIX ASPHALT SURFACE COURSE, STONE MATRIX ASPHALT, N80	TON	4790	\$195.70	\$937,403.00
40603310	HOT-MIX ASPHALT SURFACE COURSE, MIX C, N50	TON	124	\$281.58	\$34,915.92
40603310T	HOT-MIX ASPHALT SURFACE COURSE, MIX C, N50 - TRAIL	TON	396	\$170.04	\$67,335.84
42300400	PCC DRIVEWAY PAVEMENT, 8"	SY	69	\$92.55	\$6,385.95
42400100	PCC SIDEWALK, 4"	SF	1380	\$12.69	\$17,512.20
42400300	PCC SIDEWALK, 6"	SF	4137	\$14.06	\$58,166.22
42400300T	PCC SIDEWALK, 6" - TRAIL	SF	414	\$17.72	\$7,336.08
42400410	PCC SIDEWALK, 8"	SF	140	\$17.41	\$2,437.40
42400800	DETECTABLE WARNINGS	SF	583	\$41.56	\$24,229.48
42400800T	DETECTABLE WARNINGS - TRAIL	SF	80	\$41.83	\$3,346.40
44000157T	HOT-MIX ASPHALT SURFACE REMOVAL 2" - TRAIL	SY	3533	\$9.96	\$35,188.68
44000159	HOT-MIX ASPHALT SURFACE REMOVAL 2 1/2"	SY	36197	\$6.50	\$235,280.50
44000161	HOT-MIX ASPHALT SURFACE REMOVAL 3"	SY	13200	\$6.75	\$89,100.00
44000200	DRIVEWAY PAVEMENT REMOVAL	SY	69	\$20.18	\$1,392.42
44000600	SIDEWALK REMOVAL	SF	9054	\$4.50	\$40,743.00
44000600T	SIDEWALK REMOVAL - TRAIL	SF	1224	\$4.63	\$5,667.12
44200101	PAVEMENT PATCHING, 6", SPECIAL	SY	1491	\$185.00	\$275,835.00
70300100	SHORT TERM PAVEMENT MARKING, 4 INCH	FT	4163	\$1.08	\$4,496.04
70300150	SHORT TERM PAVEMENT MARKING REMOVAL	FT	2083	\$0.61	\$1,270.63
78000400	THERMOPLASTIC PAVEMENT MARKING LINE, 6"	FT	28971	\$1.62	\$46,933.02
78000400T	THERMOPLASTIC PAVEMENT MARKING LINE, 6"-T	FT	705	\$1.65	\$1,163.25
78000600	THERMOPLASTIC PAVEMENT MARKING LINE, 12"	FT	379	\$12.10	\$4,585.90
78000650	THERMOPLASTIC PAVEMENT MARKING LINE, 24"	FT	378	\$16.50	\$6,237.00
78001100	THERMOPLASTIC PAVEMENT MARKING LETTERS & SYMBOLS	SF	1499	\$12.10	\$18,137.90
895202385	REMOVE EXISTING CONCRETE FOUNDATION	EACH	3	\$3,410.00	\$10,230.00
BLM00002	TOPSOIL PLACEMENT AND SEEDING, SPECIAL (SMALL AREA)	SF	100	\$25.62	\$2,562.00
BLM00003	TOPSOIL PLACEMENT AND SEEDING, SPECIAL (LARGE AREA)	SF	42	\$20.85	\$875.70
BLM00015	SIDEWALK REINFORCEMENT, SPECIAL	SF	300	\$4.12	\$1,236.00
COB40600	SAND MIX, N50, IL-4.75	TON	1575	\$195.00	\$307,125.00
COB42401	PCC SIDEWALK RAMP, 6", SPECIAL	SF	3338	\$24.69	\$82,415.22
COB42401T	PCC SIDEWALK RAMP, 6", SPECIAL - TRAIL	SF	870	\$23.78	\$20,688.60
COB60200	MANHOLE TO BE ADJUSTED, SPECIAL	EA	49	\$2,341.11	\$114,714.39
COB60201	NEW FRAME & GRATE, TYPE 50	EA	1	\$1,264.51	\$1,264.51
COB60202	INLET TO BE ADJUSTED, SPECIAL	EA	20	\$2,242.31	\$44,846.20
COB60203	INLET TO BE RECONSTRUCTED, SPECIAL	EA	7	\$3,875.21	\$27,126.47
COB60205	NEW FRAME & GRATE, TYPE 3	EA	12	\$1,112.65	\$13,351.80
COB60206	NEW FRAME AND CLOSED LID (FOR VALVE BOX)	EA	34	\$875.02	\$29,750.68

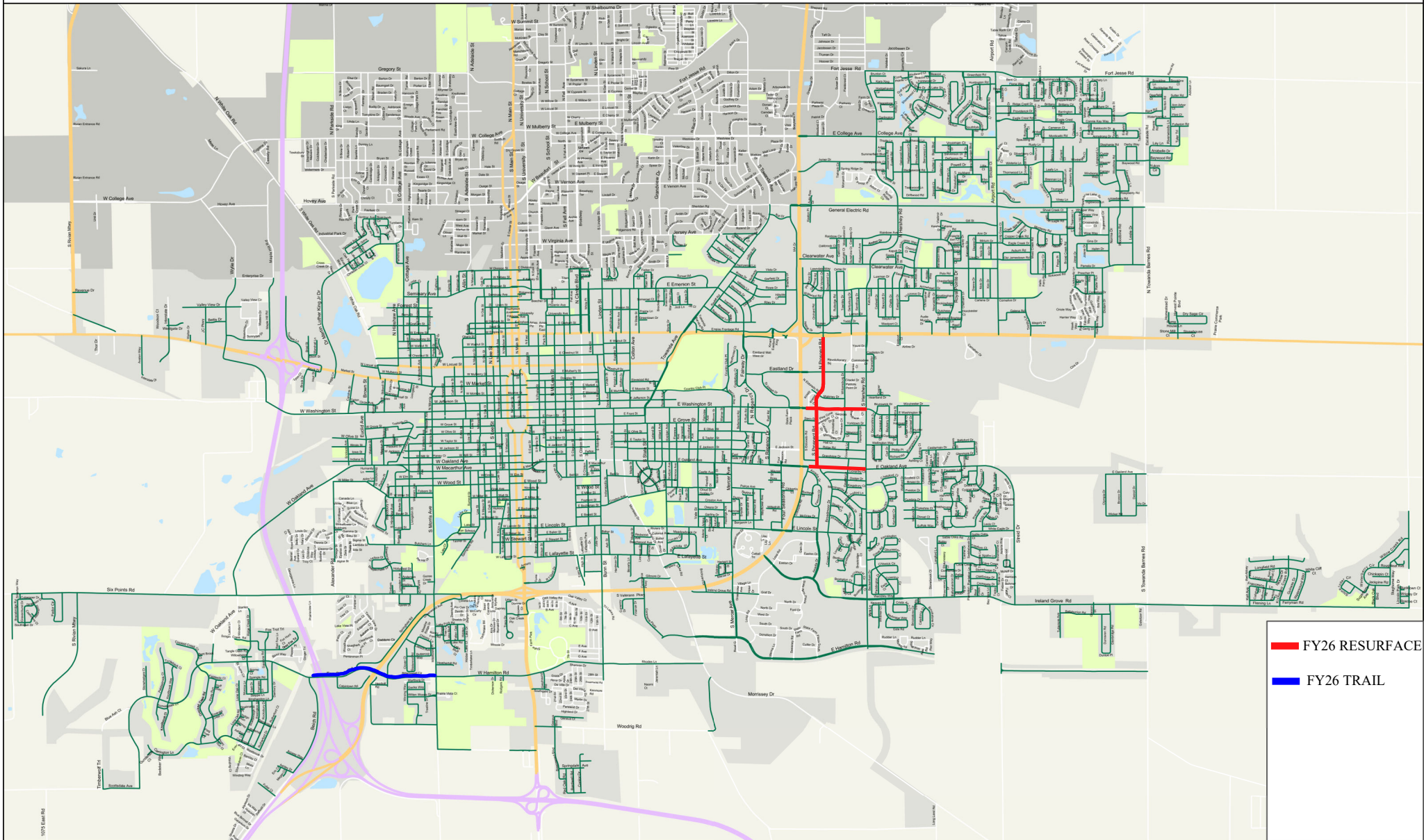
COB60207	VALVE BOX TO BE ADJUSTED, SPECIAL	EA	75	\$1,126.66	\$84,499.50
COB60211	STORM SEWER, SPECIAL	FT	35	\$140.17	\$4,905.95
COB60601	COMB CURB & GUTTER, REMOVAL (SPOT REMOVE), SPECIAL	FT	1249	\$44.54	\$55,630.46
COB60601T	COMB CURB & GUTTER, REMOVAL (SPOT REMOVE), SPECIAL - TRAIL	FT	60	\$51.58	\$3,094.80
COB60602	COMB CONC CURB & GUTTER, TYPE B-6.18 (SPOT PLACEMENT), SPECIAL	FT	1249	\$72.73	\$90,839.77
COB60602T	COMB CONC CURB & GUTTER, TYPE B-6.18 (SPOT PLACEMENT), SPECIAL - TRAIL	FT	60	\$94.27	\$5,656.20
COB60605	BARRIER YARD CURB, SPECIAL	FT	46	\$135.19	\$6,218.74
COB60605T	BARRIER YARD CURB, SPECIAL - TRAIL	FT	28	\$172.13	\$4,819.64
X4406820	PORTLAND CEMENT CONCRETE SURFACE REMOVAL, 2 1/2"	SY	1310	\$7.50	\$9,825.00
COB87801	CONCRETE FOUNDATION, TY A, SPECIAL	EA	7	\$2,750.00	\$19,250.00
COB70100	TRAFFIC CONTROL COMPLETE	LS	1	\$135,000.00	\$135,000.00
COB70100T	TRAFFIC CONTROL COMPLETE - TRAIL	LS	1	\$18,500.00	\$18,500.00
COB10900	CONTINGENCY	LS	1	\$290,000.00	\$290,000.00
COB10900T	CONTINGENCY - TRAIL	LS	1	\$14,000.00	\$14,000.00
				TOTAL:	\$3,773,146.22

Page | 7

FY26 RESURFACING MAP



0 5,000 10,000
Feet





CONSENT AGENDA ITEM NO. 6.J.

FOR COUNCIL: May 27, 2025

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and Action on a Resolution Waiving the Formal Bidding and Project Labor Requirements and Approving a Construction Agreement with Corrective Asphalt Materials, LLC, as a Limited Source, for the Fiscal Year (FY) 2026 Pavement Preservation Reclamite Program, in the Amount of \$162,731.25, as requested by the Engineering Department.

RECOMMENDED MOTION: The proposed Resolution be approved.

STRATEGIC PLAN LINK:

Goal 2. Upgrade City Infrastructure and Facilities

STRATEGIC PLAN SIGNIFICANCE:

Objective 2a. Better quality roads and sidewalks

BACKGROUND: If approved, the City will waive the formal bidding and Project Labor requirements to enter into an agreement with Corrective Asphalt Materials, LLC ("CAM") for FY 2026 Pavement Preservation Reclamite Program. The Reclamite Preservation Seal materials are proprietary, and CAM is the limited source distributor/applicator for our region. As such, the Reclamite project is not bid, and Staff are requesting a bid waiver. Attached are the limited source distributor letter from the vendor and the Limited Source Justification Form.

Reclamite is a pavement preservation technique that uses emulsion made up of specific petroleum oils and resins. The rejuvenating process keeps the pavement flexible, so both cracking and road fatigue are reduced. It also seals the pavement from air and water, slowing the oxidation process and reducing the loss of small aggregate. This type of treatment is designed to preserve the good streets that do not yet require resurfacing. To get the maximum benefit from Reclamite, streets are treated with Reclamite within a year after they are resurfaced and then again approximately five years after resurfacing. Prior to the widespread utilization of Reclamite, City staff researched pavement preservation products and performed field testing to compare Reclamite and a promising competitor. The field test locations are still monitored periodically by staff. This research and the test location results have been used to determine that Reclamite is the recommended rejuvenator. In addition, Reclamite cures clear and does not obstruct existing pavement markings. Other products cure black and require pavement marking maintenance.

The City passed Ordinance #2024-058 regarding Public Works Department contracts and Project Labor Agreements ("PLA") that went into effect September 1, 2024. This Ordinance is applicable to all Public Works projects in excess of \$50,000 where public funds will be expended and is required unless it has been determined that a PLA would not advance the City's interest of cost, efficiency, quality, safety, timeliness, skilled labor force, labor stability, or the City's policy to advance minority-owned or female-owned business, or businesses utilizing

minority and female workers.

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

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

Information about City streets is maintained in a Geographic Information System (GIS) by the Engineering Department. The condition rating, along with other information, is used to help determine which streets will be preserved each year. In addition, www.bloomingtonstreets.com includes information about street and sidewalk maintenance, including a complete list and map of planned preservation projects, an interactive street rating map, and regular updates on how the community's Local Motor Fuel Tax dollars are spent. The attached preliminary pavement preservation map shows the streets anticipated to be preserved using Reclamite in FY 2026.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: If approved, the City will enter into a Construction Agreement with Corrective Asphalt Materials, LLC, in the Amount of \$162,731.25. This will be paid from the Capital Improvement (Asphalt & Concrete) Fund-Street Construction Improvement account (40120200-72530). Stakeholders can locate this in the FY 2026 Budget Book titled "Other Funds & Capital Improvement" on pages 70, 72, 159, 210, 211, and 212.

Respectfully submitted for consideration.

Prepared by: Bob Yehl, Assistant City Engineer

ATTACHMENTS:

[ENG 6B Resolution](#)

[ENG 6C Resolution - Exhibit A - Agreement](#)

[ENG 6D Sole Source Letter](#)

[ENG 6E LSJF](#)

[ENG 6F Labor Agreements](#)

[ENG 6G Map](#)

RESOLUTION NO. 2025 - ____

A RESOLUTION WAIVING THE FORMAL BIDDING AND PROJECT LABOR REQUIREMENTS AND APPROVING A CONSTRUCTION AGREEMENT WITH CORRECTIVE ASPHALT MATERIALS, LLC, AS A LIMITED SOURCE, FOR FISCAL YEAR (FY) 2026 PAVEMENT PRESERVATION RECLAMITE PROGRAM, IN THE AMOUNT OF \$162,731.25

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

WHEREAS, as part of the City’s Pavement Preservation Reclamite Seal Program, the Engineering Department is preparing to condition approximately 102,665 square yards of roadway to minimize deterioration of newly resurfaced pavement (“Project”); and

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

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

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

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

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

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

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

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

WHEREAS, staff recommend that, for the reasons stated herein, Council approve the waiver of both the specific Project Labor Agreement requirements found in Section 16-416 and the technical bidding requirements found in Section 16-403 of the City Code, and approve an

Agreement (Exhibit A) with Corrective Asphalt Materials, LLC for the FY 2026 Pavement Preservation Reclamite Seal Program, in the amount of \$162,731.25; and

WHEREAS, the City Council finds it in the City's best interest to approve this Resolution.

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 reference as if stated in full.

SECTION 2. The City Manager, or designated representative(s), are authorized to execute the Agreement (Exhibit A), and any other necessary documents to effectuate the purchase. The City Manager, or designee, is further authorized to approve any changes to the work utilizing the contingency amount set forth in the Agreement and within the Agreement amount, to the extent the City Manager finds such to be in the best interests of the City.

PASSED this 27th day of May 2025.

APPROVED this ____ day of May 2025.

CITY OF BLOOMINGTON

ATTEST

Dan Brady, Mayor

Leslie Smith-Yocum, City Clerk

Exhibit A

CITY OF BLOOMINGTON AGREEMENT WITH
Corrective Asphalt Materials, LLC

FOR
FY 2026 Pavement Preservation Reclamite Program

THIS AGREEMENT, dated this ____ day of _____ May _____, 2025, is between the City of Bloomington, IL (hereinafter "CITY") and Corrective Asphalt Materials, LLC (hereinafter "VENDOR"). CITY and VENDOR may hereinafter collectively be referred to as the "PARTIES" and individually as the "PARTY".

NOW THEREFORE, the PARTIES agree as follows:

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

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

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



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



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

_____ (hereinafter "REQUEST").

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

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

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



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



This Agreement is subject to bonding requirements.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

☐

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

☒

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

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

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

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

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

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

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

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

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

If to VENDOR:

Corrective Asphalt Materials, LLC
 Attn: Rachel Lang
 43W630 Wheeler Road
 Sugar Grove, IL 60554
 Rachel.Land@cammidwest.com

Copy to:

If to CITY:

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

Copy to:

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

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

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

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

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

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

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

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

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

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

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

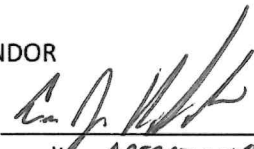
CITY OF BLOOMINGTON

By: _____
Its City Manager

ATTEST:

By: _____
Its City Clerk

VENDOR

By: 
Its OPERATIONS MANAGER

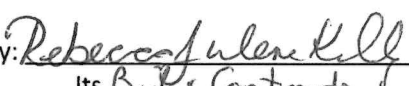
By: 
Its Bids & Contracts

EXHIBIT A
DESCRIPTION OF SERVICES/WORK PROVIDED

This work shall consist of furnishing all labor, material and equipment necessary to perform all operations for the successful application of Reclamite asphalt rejuvenating agent to bituminous asphaltic concrete surface courses. The rejuvenation of surface courses shall be by spray application of a cationic rejuvenating agent composed of petroleum oils and resins emulsified with water. All work shall be in accordance with the specifications, any applicable drawings, and subject to the terms and conditions of this contract. Contract work shall be scheduled to begin within 30 business days of the Notice to Proceed submission. All work shall be completed by September 30, 2025. Please see attached documents for specifications and locations of work to be completed.

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

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

EXHIBIT B
COSTS/FEEES

Rejuvenator – Reclamite

$\$1.25/\text{SQ YD} \times 102,665 \text{ SQ YD} = \$128,331.25$

Street Sweeping and Cleaning

\$15,400.00

Street Sweeping and Cleaning - Additional Cleaning

\$2,500.00

Resident Notification

\$4,000.00

Off-Site Dumping of Sweepings

\$2,500.00

Contingency

\$10,000.00

TOTAL

\$162,731.25

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

SPECIAL PROVISIONS

FY 2026 – PAVEMENT PRESERVATION RECLAMITE PROGRAM City Project No. 50-01-53183-26-00

TABLE OF CONTENTS OF SPECIAL PROVISIONS

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

Table of Contents

DESCRIPTION OF WORK.....	3
CONTRACTOR USE OF FIRE HYDRANTS PROHIBITED	4
ADDITION OR DELETION OF STREETS & QUANTITIES.....	4
PARTIAL PAYMENTS.....	4
LEGAL REGULATIONS AND RESPONSIBILITY TO PUBLIC	4
PROSECUTION & PROGRESS	5
PROJECT COMPLETION DATE PLUS WORKING DAYS	5
ADDITIONAL DOCUMENTATION REQUIRED TO BE SUBMITTED WITH BID.....	5
APPROVAL OF PROPOSED USE AREAS.....	6
MATERIAL SPECIFICATIONS: REJUVINATOR – RECLAMITE.....	6
MATERIAL PERFORMANCE: REJUVINATOR – RECLAMITE.....	7
APPLICATION TEMPERATURE & WEATHER LIMITATIONS: REJUVINATOR – RECLAMITE.....	7
HANDLING OF EMULSION MATERIALS	7
APPLICATION EQUIPMENT.....	8
APPLICATION OF REJUVINATOR – RECLAMITE.....	8
STREET SWEEPING AND CLEANING.....	9
STREET SWEEPING AND CLEANING – ADDITIONAL CLEANING	10

OFF-SITE DUMPING OF SWEEPINGS	10
RESIDENT NOTIFICATION	10
TRAFFIC CONTROL & SAFETY	10
CONTINGENCY	11
BASIS OF PAYMENT	13

SPECIAL PROVISIONS

FY 2026 – PAVEMENT PRESERVATION RECLAMITE PROGRAM

City Project 50-01-53183-26-00

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

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

Hierarchy of the Contract Documents			
Priority #	Specification Title	Version	Published By
1	Special Provisions	Contract	
2	Plans (see notes in Article 105.05)	Contract	
3	Recurring Special Provisions	January 1, 2025	IDOT
4	Supplemental Specifications	January 1, 2025	IDOT
5	Standard Specifications for Road and Bridge Construction (Standard Specifications)	January 1, 2022	IDOT
6	City of Bloomington Manual of Practice for the Design of Public Improvements	July 25, 2005	COB
7	Illinois Supplement to the National Manual on Uniform Traffic Control Devices	November 2021	IDOT
8	Manual on Uniform Traffic Control Devices (MUTCD)	December 2023 w/ 2024 Revisions	FHWA
9	Manual of Test Procedures of Materials	December 1, 2024	IDOT

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

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

DESCRIPTION OF WORK

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

CONTRACTOR USE OF FIRE HYDRANTS PROHIBITED

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

ADDITION OR DELETION OF STREETS & QUANTITIES

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

PARTIAL PAYMENTS

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

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

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

LEGAL REGULATIONS AND RESPONSIBILITY TO PUBLIC

Add the following after the first paragraph of Article 107.09:

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

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

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

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

PROSECUTION & PROGRESS

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

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

PROJECT COMPLETION DATE PLUS WORKING DAYS

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

The attention of the CONTRACTOR is directed to Article 108.09 of the STANDARD SPECIFICATIONS, which indicates the schedule of deductions for overruns on the Contract time. Article 108.09 shall apply in the event that the CONTRACTOR fails to complete the project by September 30, 2025.

ADDITIONAL DOCUMENTATION REQUIRED TO BE SUBMITTED WITH BID

The bidder shall include with their bid:

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

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

APPROVAL OF PROPOSED USE AREAS

Add the following to the requirements of Article 107.22:

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

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

MATERIAL SPECIFICATIONS: REJUVINATOR – RECLAMITE

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

ASPHALT REJUVENATOR SPECIFICATIONS

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

Maltene Dist. Ratio (Polar Compounds) + (First	D2006-70	0.3	0.6
---	----------	-----	-----

Acidaffins)
(Saturates) + (Second Acidaffins)

Polar Compounds/Saturates Ratio	D2006-70	0.5	
---------------------------------	----------	-----	--

Asphaltenes, w%	D2006-70		1.0
-----------------	----------	--	-----

Saturated Hydrocarbons, w%	D2006-70	21	28
----------------------------	----------	----	----

1. Test procedure identical with ASTM D-244 except that distilled water shall be used in place of two (2) percent sodium oleate solution.
2. Test procedure identical with ASTM D-244 except that .02 Normal Calcium Chloride solution shall be used in place of distilled water.
3. ASTM D-244 Modified Evaporation Test for percent of residue is made by heating 50 gram sample to 149 C (300 F) until foam ceases, then cool immediately and calculate results.

MATERIAL PERFORMANCE: REJUVINATOR – RECLAMITE

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

APPLICATION TEMPERATURE & WEATHER LIMITATIONS: REJUVINATOR – RECLAMITE

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

HANDLING OF EMULSION MATERIALS

Contents in tank cars or storage tanks shall be circulated at least forty-five minutes before withdrawing any material for application. When loading the distributor, the emulsified asphalt rejuvenating agent concentrate shall be loaded first and then the

required amount of water shall be added. The water shall be added into the distributor with enough force to cause agitation and thorough mixing of the two (2) materials. To prevent foaming, the discharge end of the water hose or pipe shall be kept below the surface of the material in the distributor which shall be used as a spreader. The distributor truck will be cleaned of all of its asphalt materials, and washed out to the extent that no discoloration of the emulsion may be perceptible. Cleanliness of the spreading equipment shall be subject to inspection and the Contractor shall halt the application process when so ordered by the Engineer.

APPLICATION EQUIPMENT

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

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

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

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

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

APPLICATION OF REJUVINATOR – RECLAMITE

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

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

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

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

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

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

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

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

STREET SWEEPING AND CLEANING

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

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

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

STREET SWEEPING AND CLEANING – ADDITIONAL CLEANING

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

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

OFF-SITE DUMPING OF SWEEPINGS

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

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

RESIDENT NOTIFICATION

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

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

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

TRAFFIC CONTROL & SAFETY

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

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

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

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

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

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

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

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

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

CONTINGENCY

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

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

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

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

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

The FHWA hourly rate is calculated as follows.

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

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

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

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

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

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

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

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

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

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

BASIS OF PAYMENT

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

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

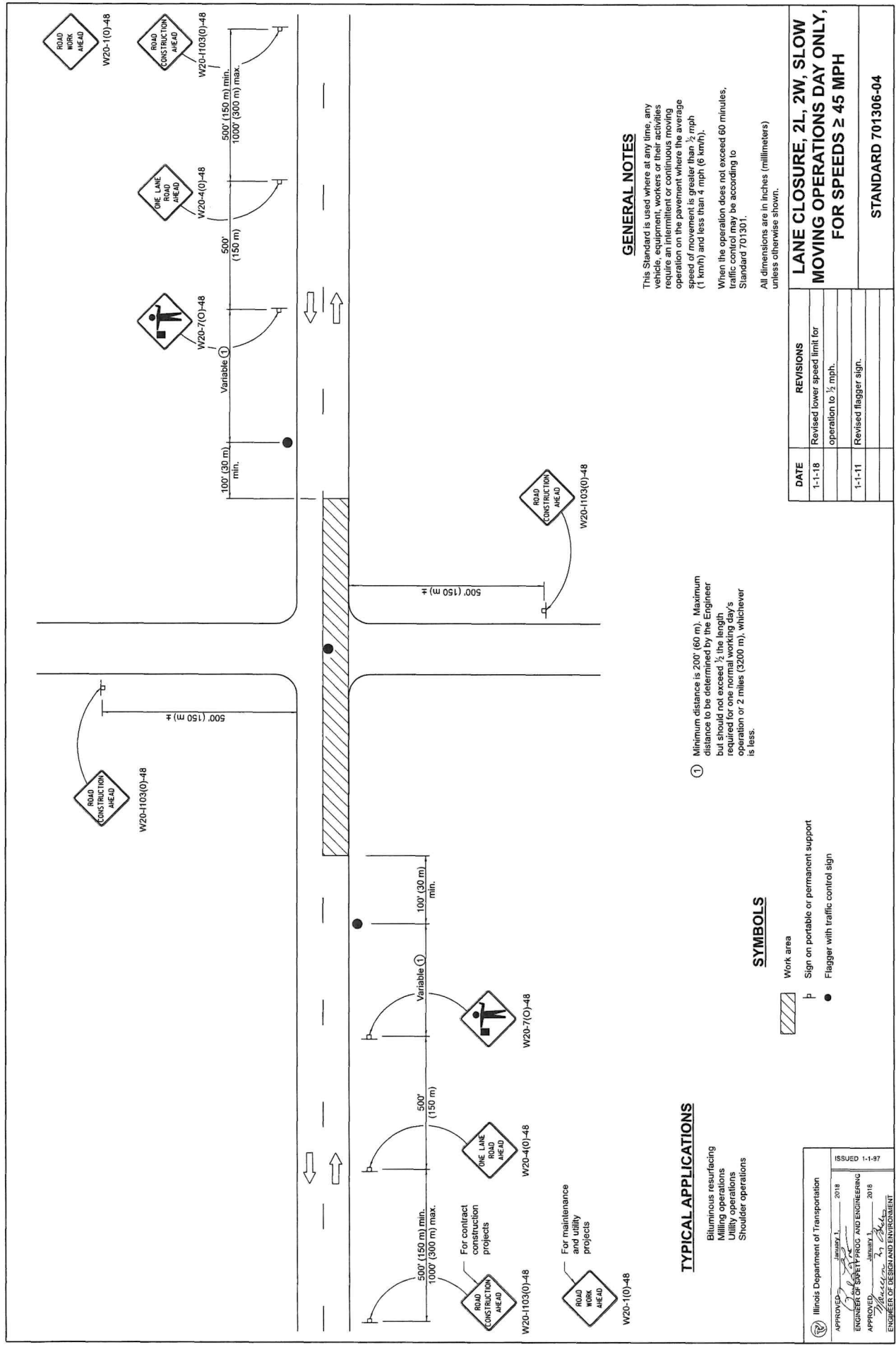
Street Sweeping and Cleaning – Additional Cleaning will be paid for at the contract unit price for STREET SWEEPING AND CLEANING – ADDITIONAL CLEANING per lump sum.

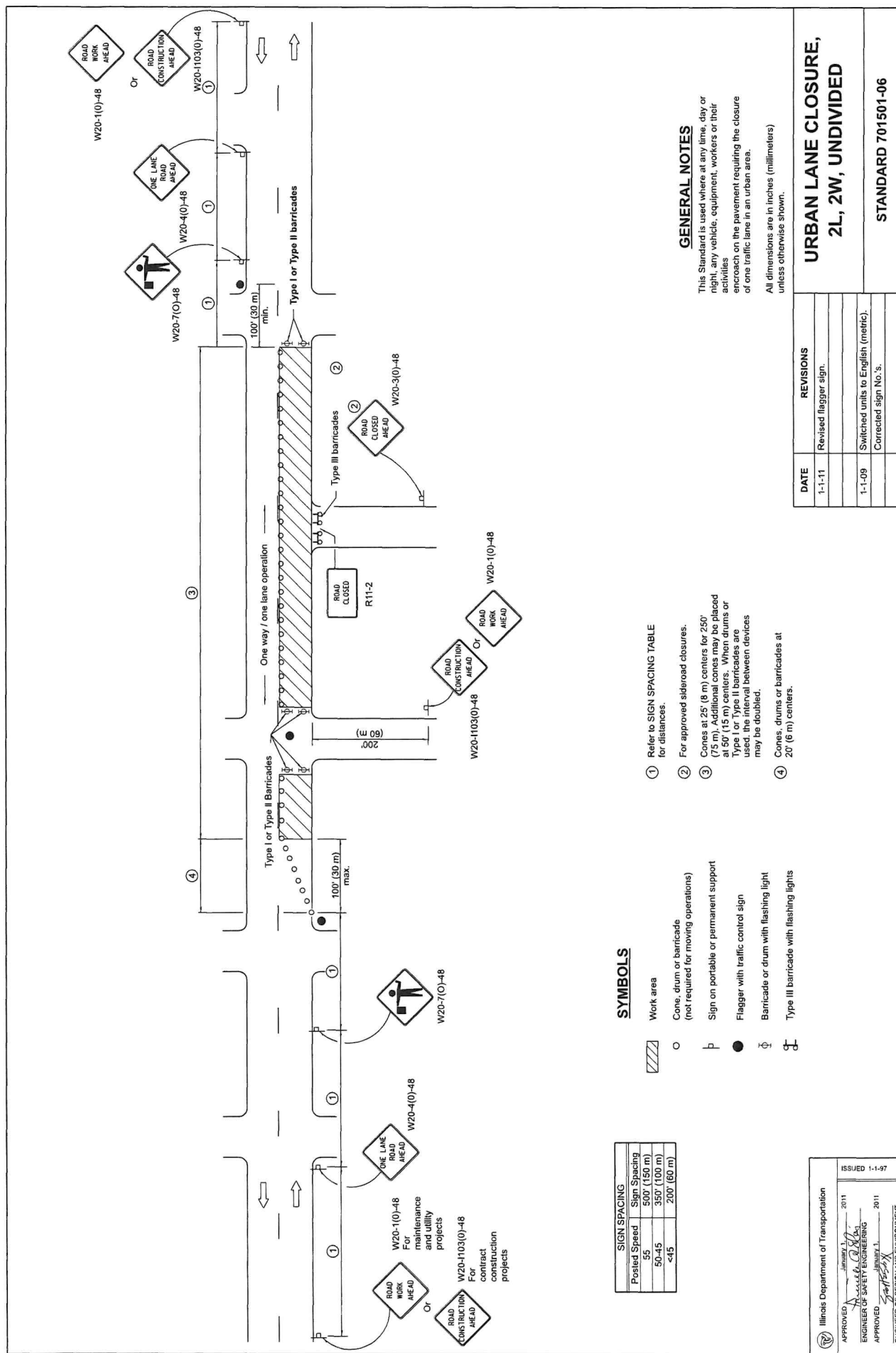
Debris and aggregate from sweepings will be paid for at the contract unit price for OFF-SITE DUMPING OF SWEEPINGS per lump sum.

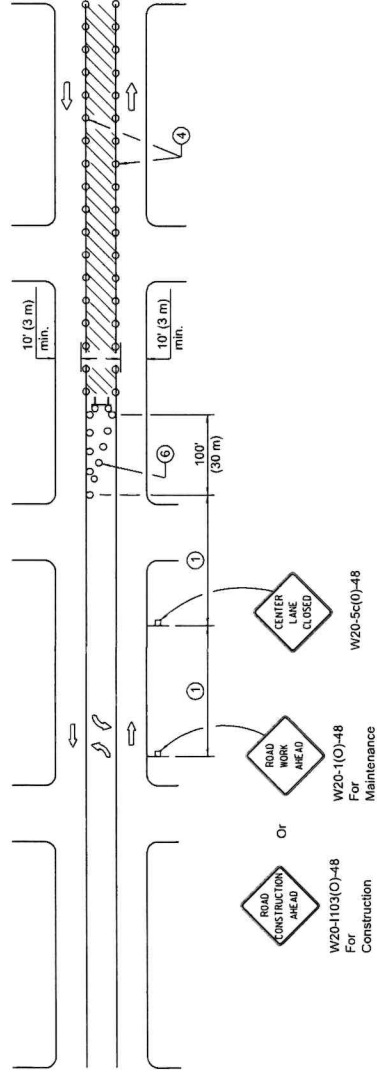
Resident Notification will be paid for at the contract unit price for RESIDENT NOTIFICATION per lump sum.

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

***** END OF SPECIAL PROVISIONS *****







CASE I

(Signs required for both directions)

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

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

SYMBOLS

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

GENERAL NOTES

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

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

Calculate L as follows:

SPEED LIMIT

English (Metric)
 $L = \frac{WS^2}{60}$ $L = \frac{WS^2}{150}$

40 mph (70 km/h)
 or less: $L = \frac{WS^2}{60}$ $L = \frac{WS^2}{150}$

45 mph (80 km/h)
 or greater: $L = \frac{WS^2}{60}$ $L = \frac{WS^2}{150}$

W = Width of offset in feet (meters).
 S = Normal posted speed mph (km/h).

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

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

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

(Sheet 1 of 2)

STANDARD 701502-09

Illinois Department of Transportation
 APPROVED: [Signature] January 1, 2019
 ENGINEER OF SAFETY PROGRAMS AND ENGINEERING
 APPROVED: [Signature] January 1, 2019
 ENGINEER OF DESIGN AND ENVIRONMENT

ISSUED 1-1-01



(Sheet 2 of 2)

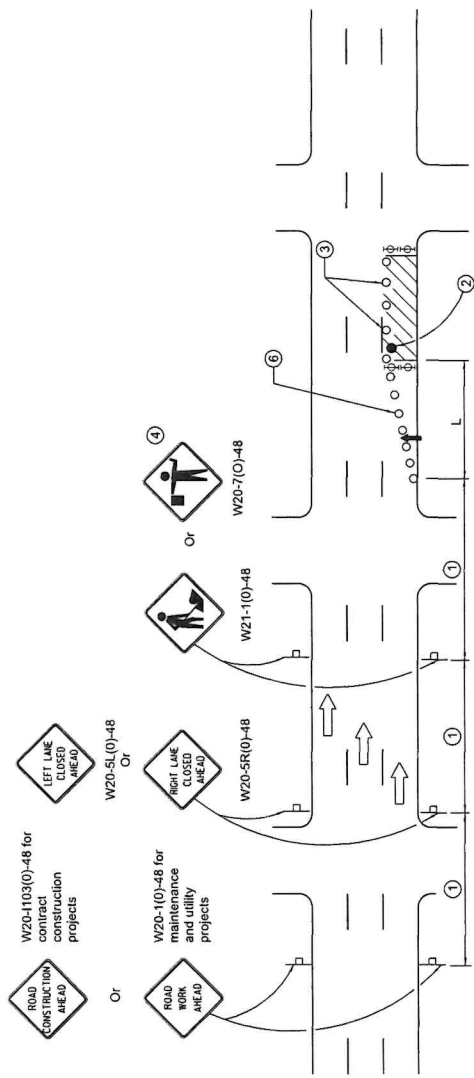
 Illinois Department of Transportation

ISSUED 1-1-01

APPROVED Yusuf Qatt January 1, 2019

ENGINEER OF SAFETY PROG. AND ENGINEERING

APPROVED Seh. E. E. January 1, 2019



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

SYMBOLS

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

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

GENERAL NOTES

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

Calculate L as follows:

SPEED LIMIT

40 mph (70 km/h) or less:

45 mph (80 km/h) or greater:

W = Width of offset in feet (meters).

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

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

FORMULAS

English (Metric)
L = $\frac{WS^2}{60}$ L = $\frac{WS^2}{150}$

L = W(S) L = 0.65(W)(S)

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

STANDARD 701601-09

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

Illinois Department of Transportation

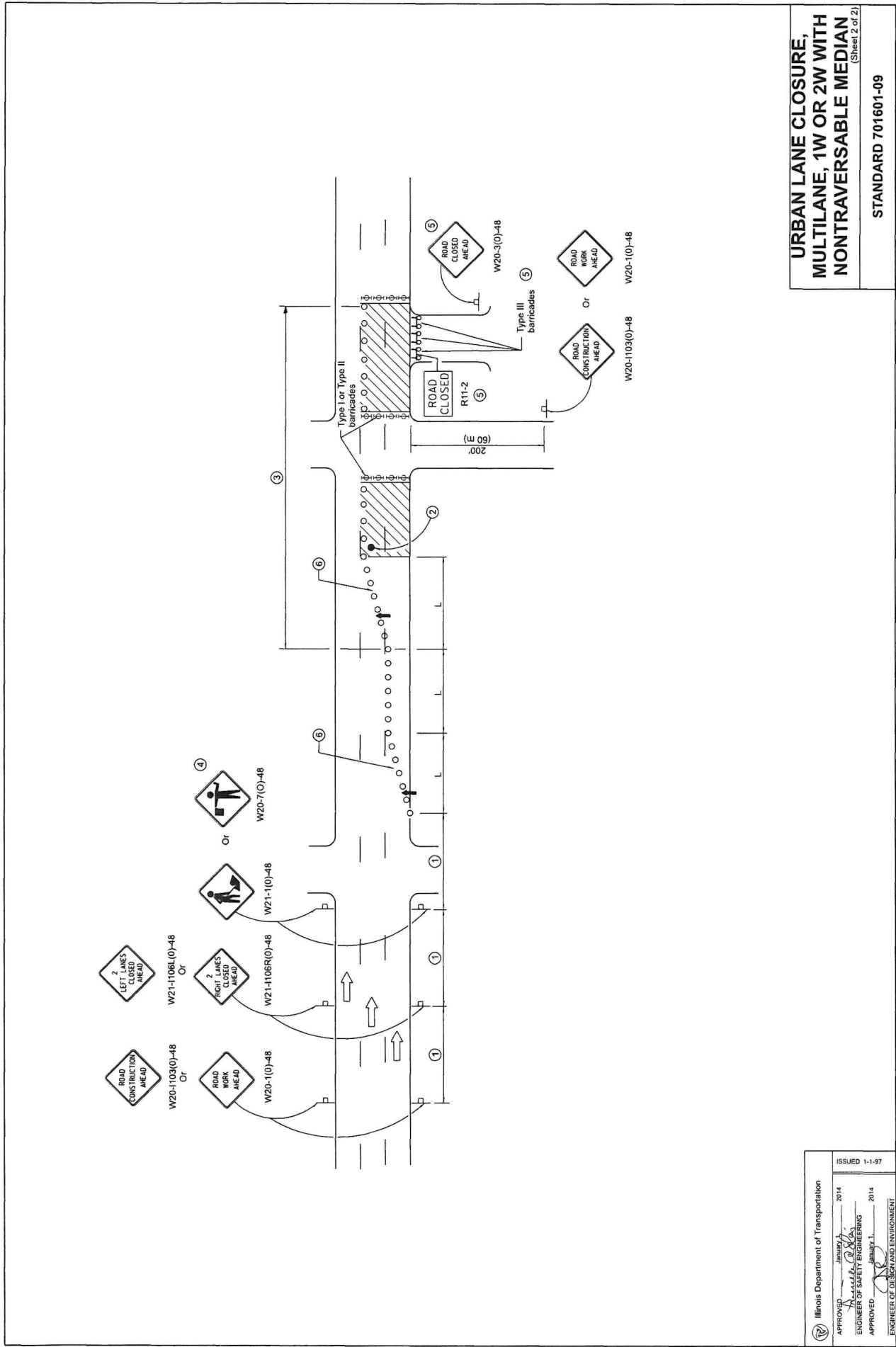
APPROVED January 1, 2014

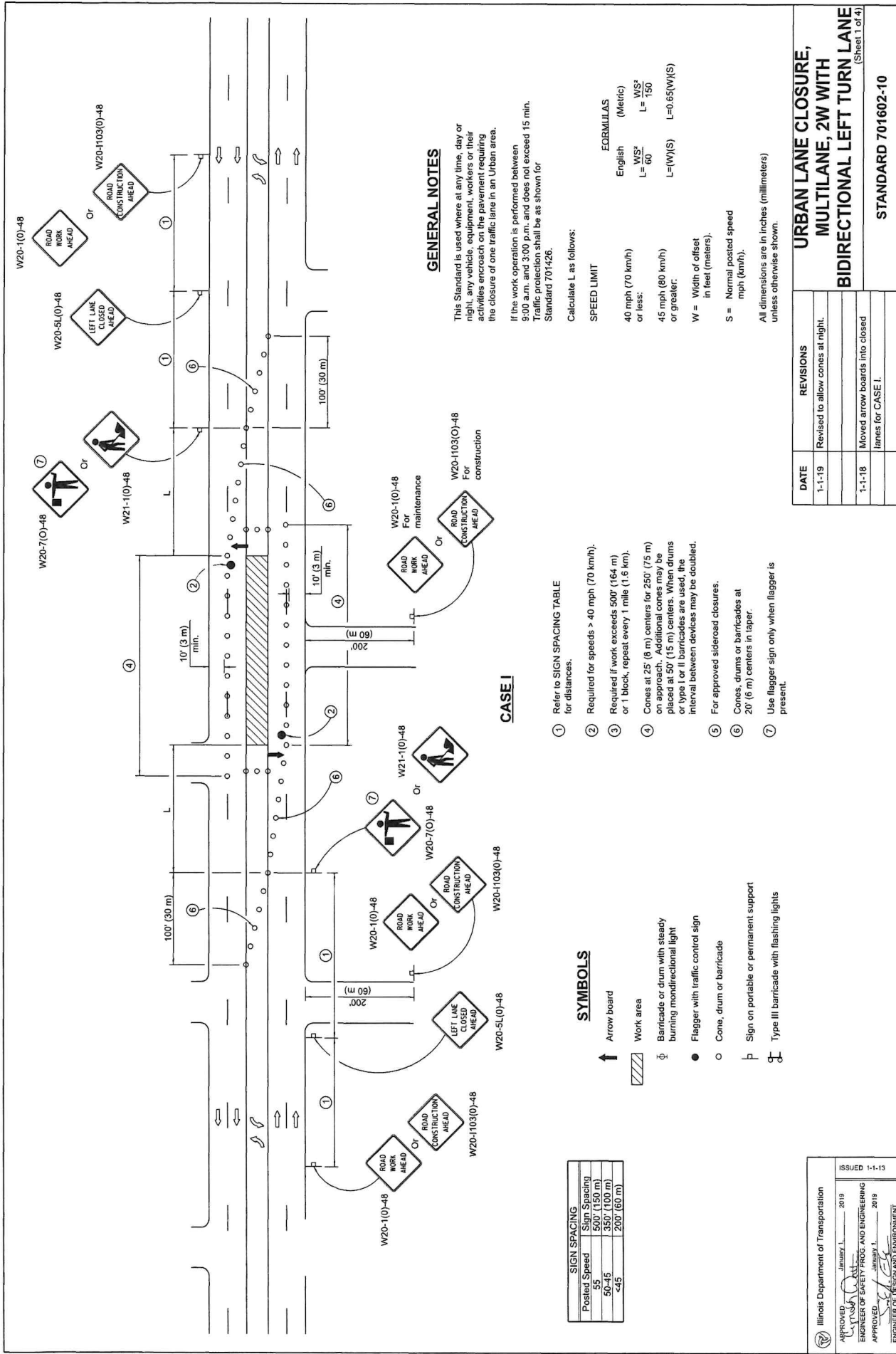
ENGINEER OF TRAFFIC ENGINEERING

APPROVED JUNE 1, 2014

ENGINEER OF DESIGN AND ENVIRONMENT

ISSUED 1-1-97

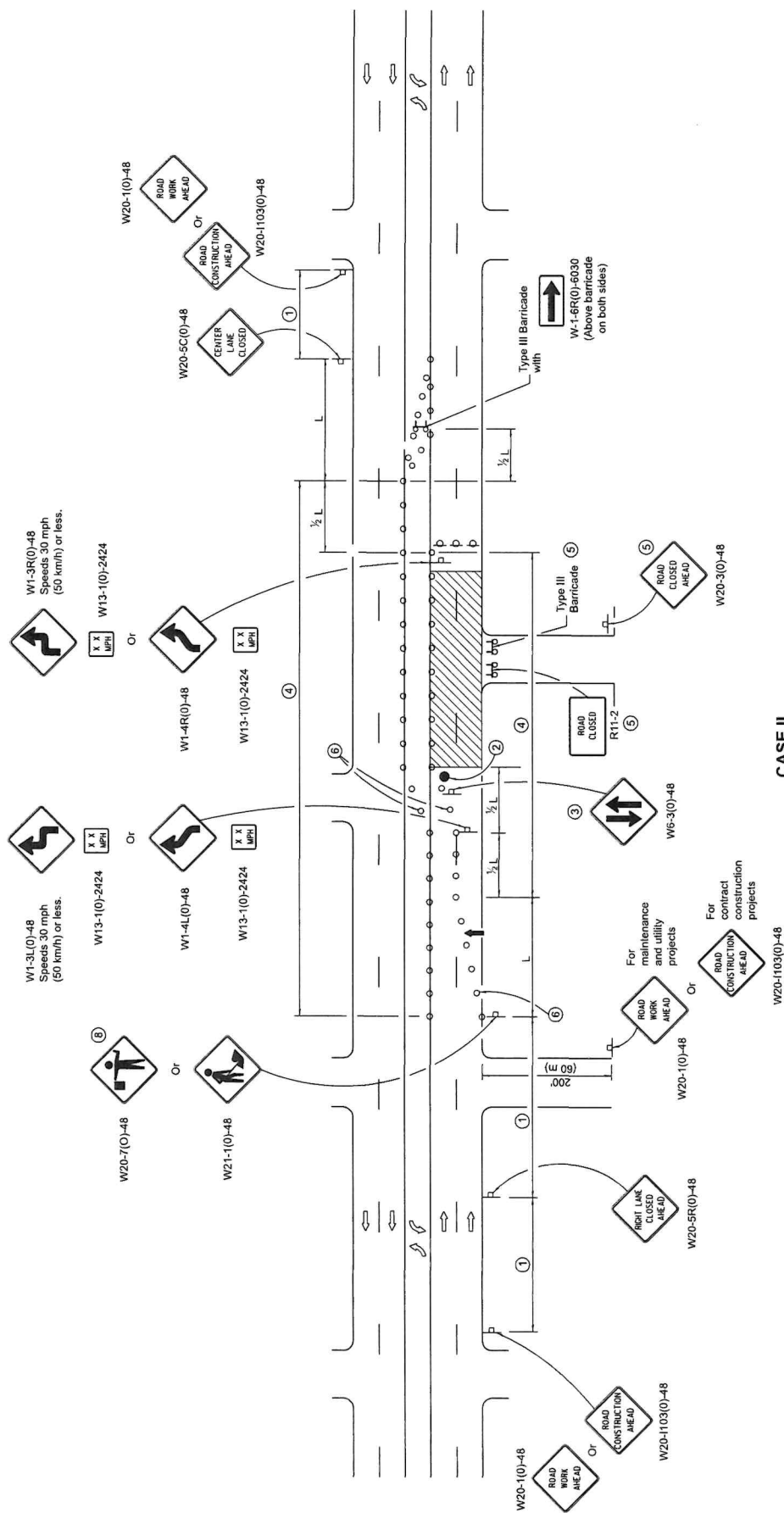




APPROVED
January 1, 2019
ENGINEER OF DESIGN AND ENVIRONMENT

ISSUED 1-1-13

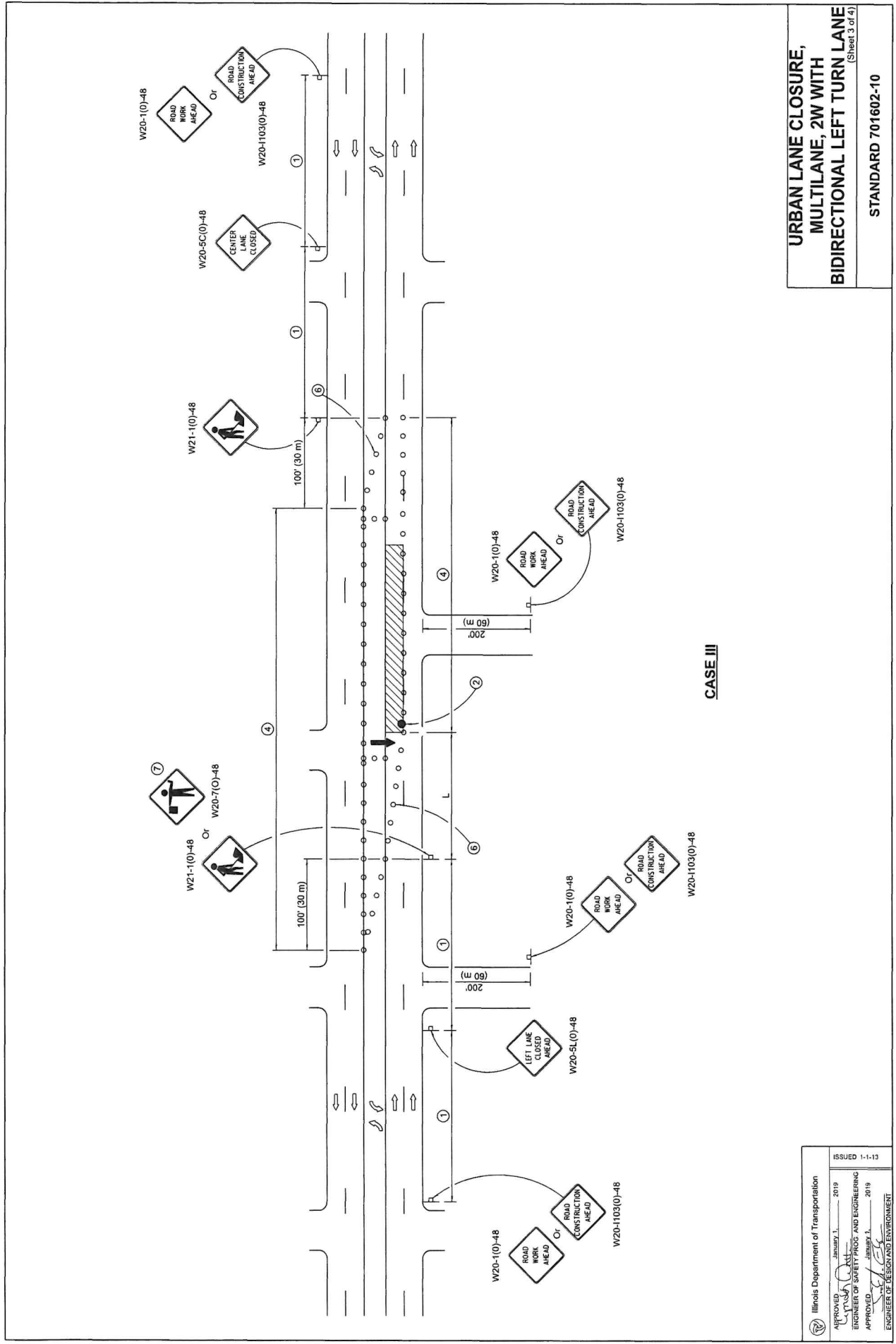
APPROVED
January 1, 2019
ENGINEER OF DESIGN AND ENVIRONMENT



**URBAN LANE CLOSURE,
MULTILANE, 2W WITH**

(Sheet 2 of 4)

STANDARD 701602-10

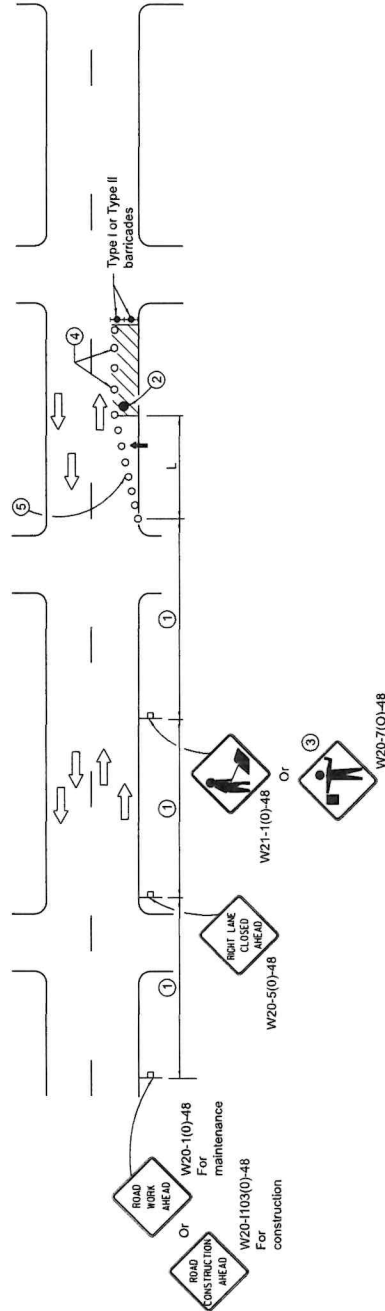


APPROVED ENGINEER OF SAFETY, PLANNING AND ENGINEERING		ISSUED 1-1-13	
APPROVED ENGINEER OF DESIGN AND ENVIRONMENT		APPROVED ENGINEER OF DESIGN AND ENVIRONMENT	



STANDARD 701602-10

139



GENERAL NOTES

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

Calculate L as follows:

SPEED LIMIT

40 mph (70 km/h) or less:

45 mph (80 km/h) or greater:

W = Width of offset in feet (meters).

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

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

FORMULAS
English (Metric)
 $L = \frac{WS^2}{60}$
 $L = \frac{WS^2}{150}$
 $L = 0.85(W)(S)$

1 Refer to SIGN SPACING TABLE for distances.

2 Required for speeds > 40 mph.

3 Use flagger sign only when flagger is present.

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

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

SYMBOLS

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

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

URBAN SINGLE LANE CLOSURE, MULTILANE, 2W WITH MOUNTABLE MEDIAN	
DATE	REVISIONS
1-1-15	Renamed standard. Moved case on Sheet 2 to new Highway Standard.
1-1-14	Revised workers sign number to agree with current MUTCD.

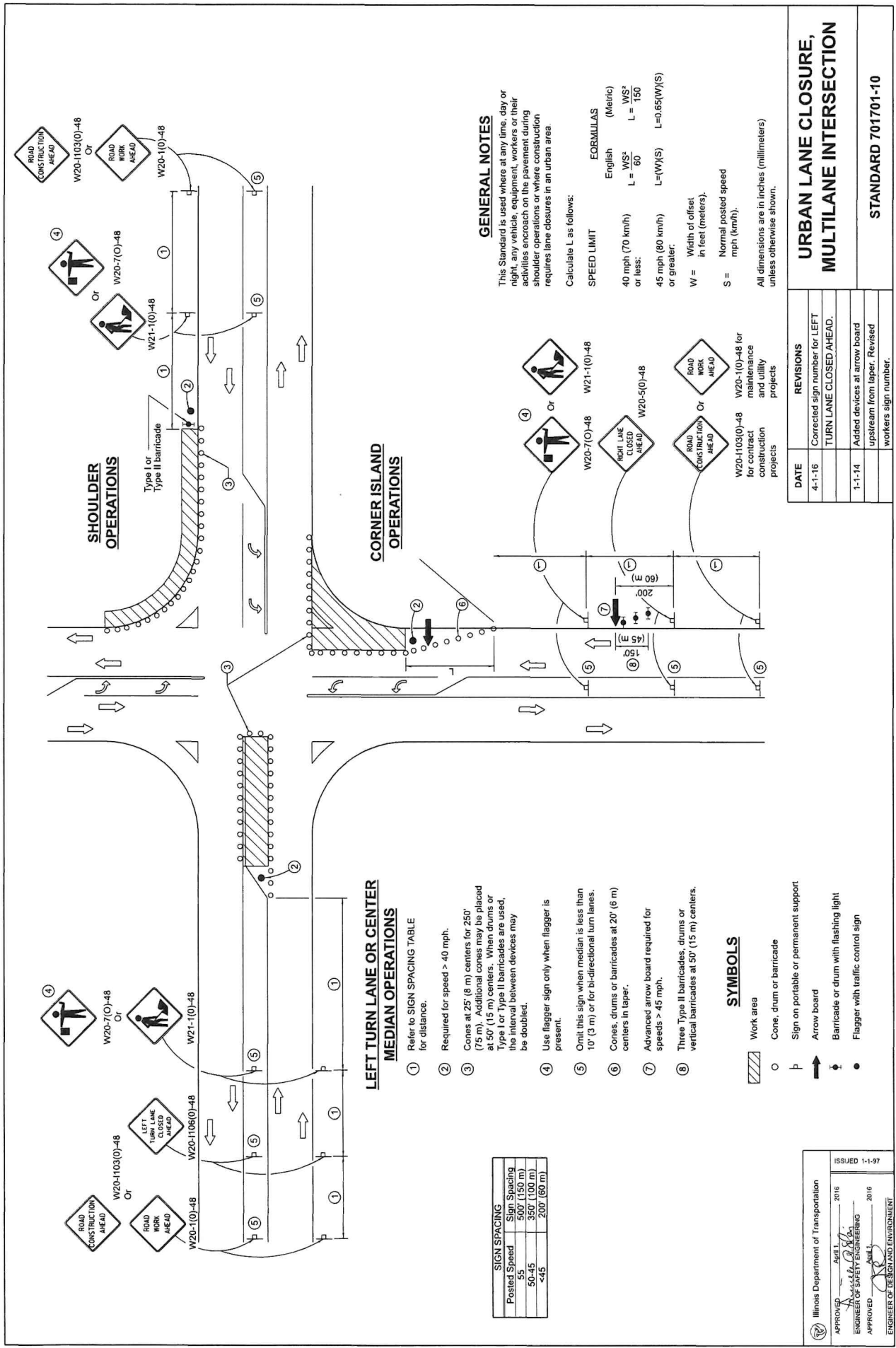
STANDARD 701606-10

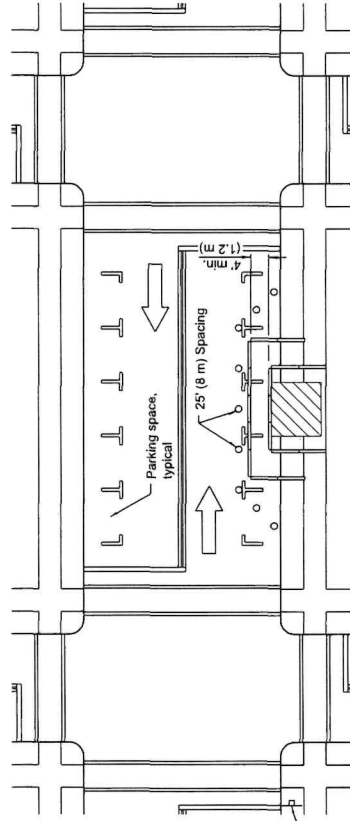
Illinois Department of Transportation

APPROVED *[Signature]* 2015
ENGINEER OF SAFETY ENGINEERING

APPROVED *[Signature]* 2015
ENGINEER OF DESIGN AND ENVIRONMENT

ISSUED 1-1-97



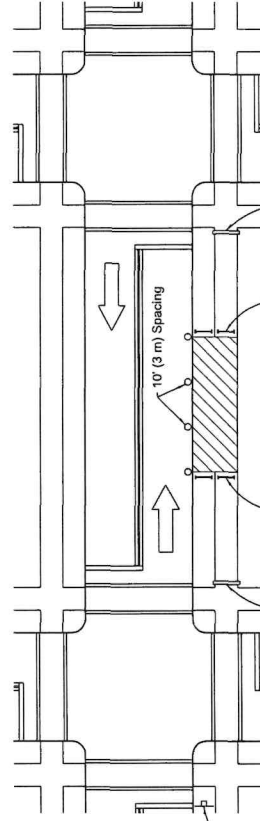


① W20-1103(0)-48 for contract construction projects

Or

① W20-1(0)-48 for maintenance and utility projects

SIDEWALK DIVERSION



① W20-1103(0)-48 for contract construction projects

Or

① W20-1(0)-48 for maintenance and utility projects

SIDEWALK CLOSURE

SYMBOLS

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

① Omit whenever duplicated by road work traffic control.

GENERAL NOTES

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

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

Temporary facilities shall be detectable and accessible.

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

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

Type III barricades and R11-2-4830 signs shall be positioned as shown in "ROAD CLOSED TO ALL TRAFFIC" detail on Standard 701801.

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

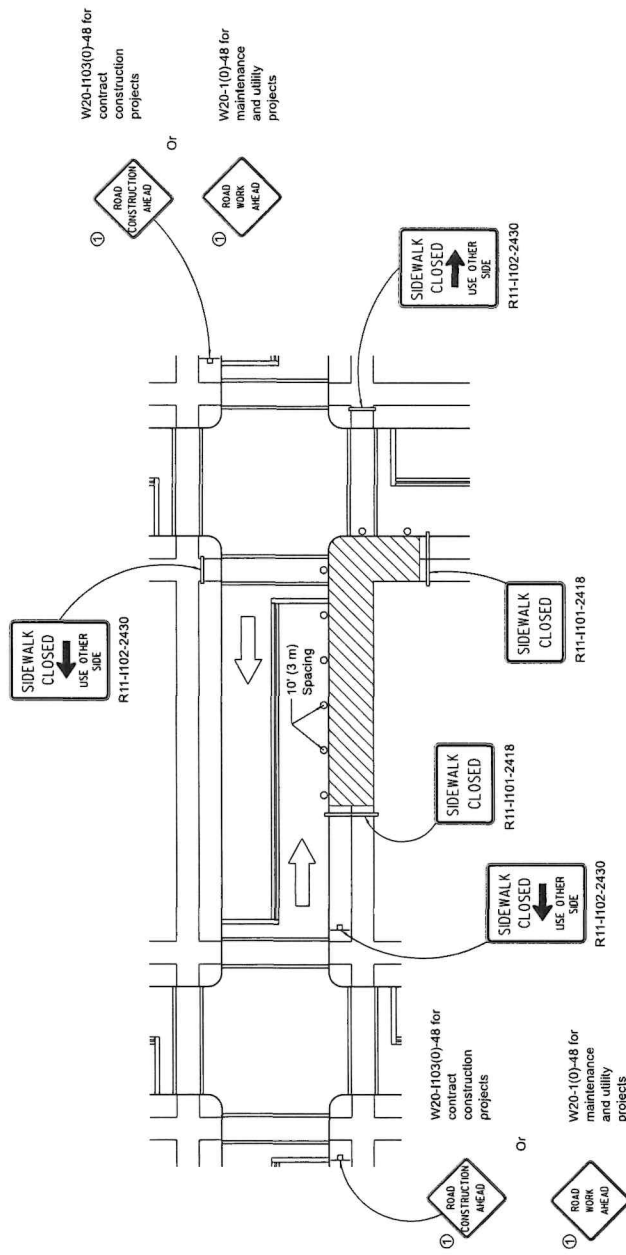
DATE	REVISIONS
4-1-16	Omitted orange safety fence from standard as this is covered in the standard spec.
1-1-12	Added SIDEWALK DIVERSION.
	Modified appearance of plan views.
	Renamed Standard.

SIDEWALK, CORNER OR CROSSWALK CLOSURE

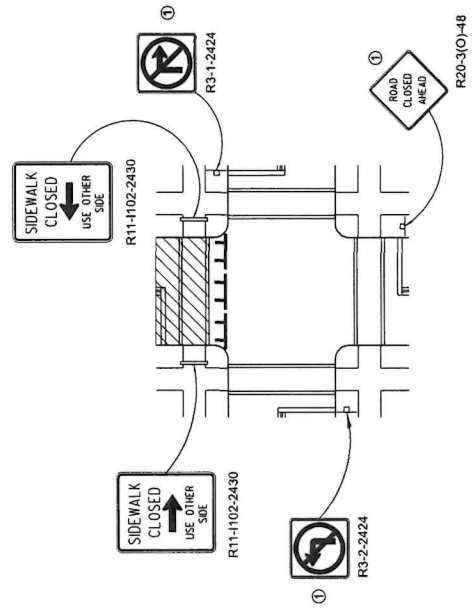
(Sheet 1 of 2)

STANDARD 701801-06

Illinois Department of Transportation
 APPROVED: David A. Jones, 2016
 ENGINEER OF SAFETY ENGINEERING
 APPROVED: David A. Jones, 2016
 ENGINEER OF DESIGN AND ENVIRONMENT



CORNER CLOSURE

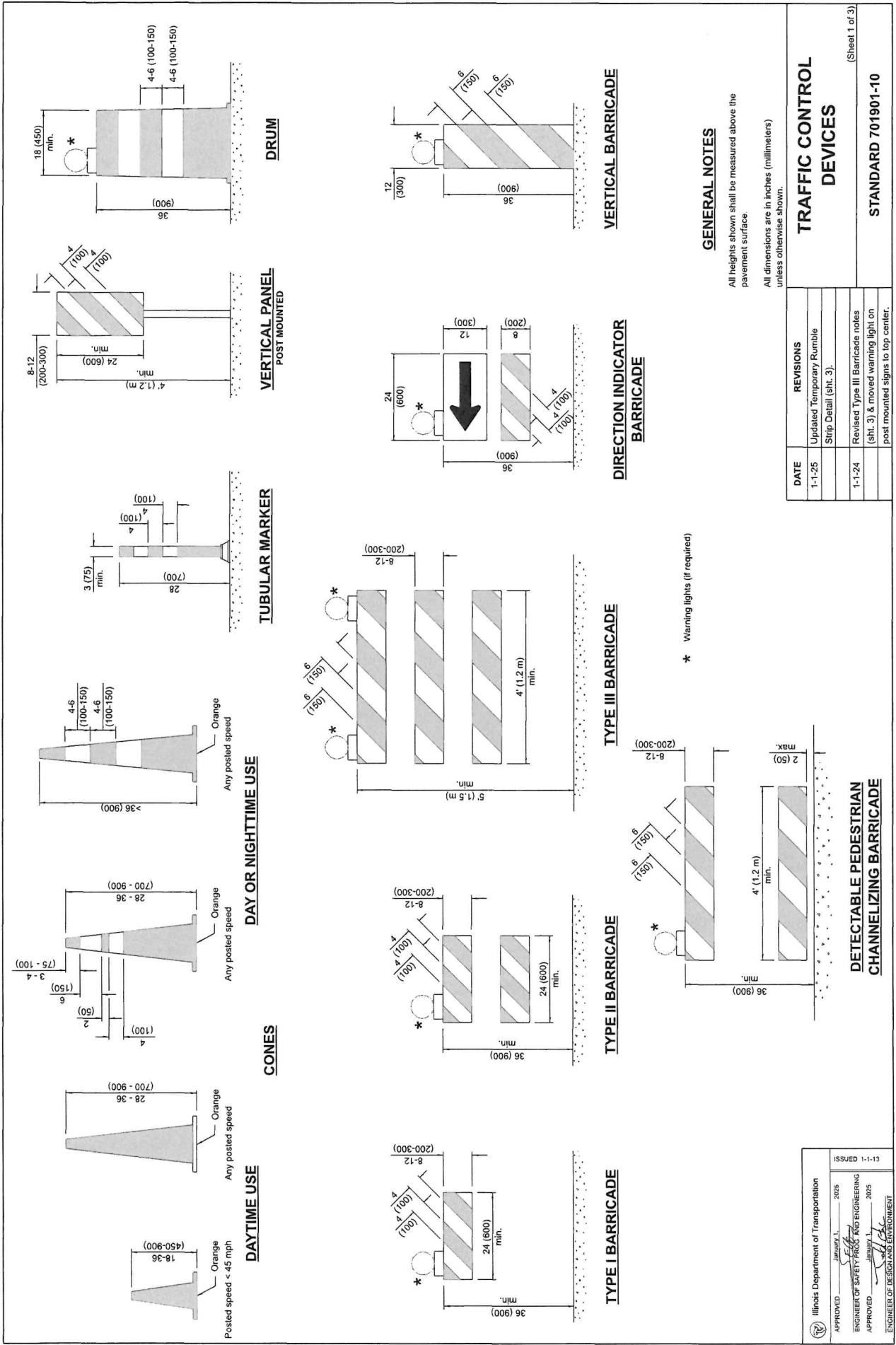


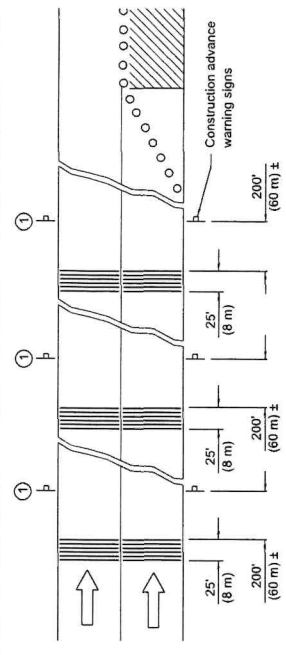
CROSSWALK CLOSURE

**SIDEWALK, CORNER OR
CROSSWALK CLOSURE**

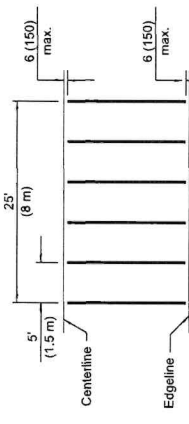
(Sheet 2 of 2)

STANDARD 701801-06



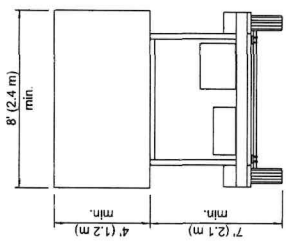


① This sign shall be omitted when median width is less than 10' (3 m).

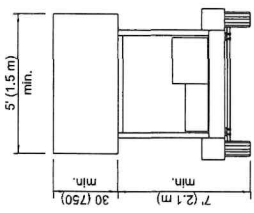


TYPICAL INSTALLATION

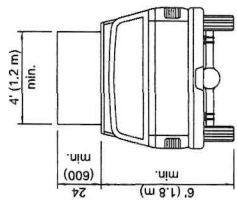
TEMPORARY RUMBLE STRIPS



**TYPE C
TRAILER
MOUNTED**

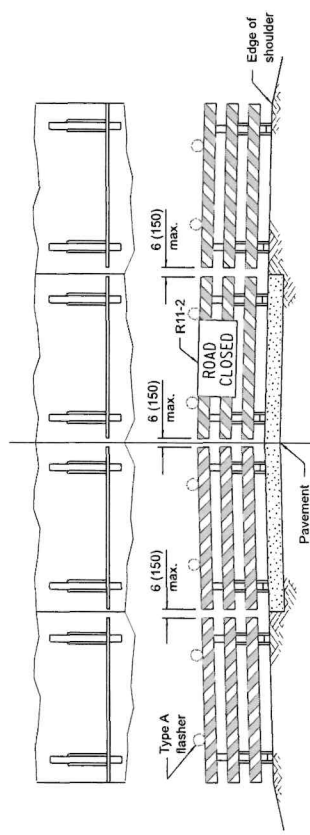


**TYPE B
ROOF OR TRAILER
MOUNTED**

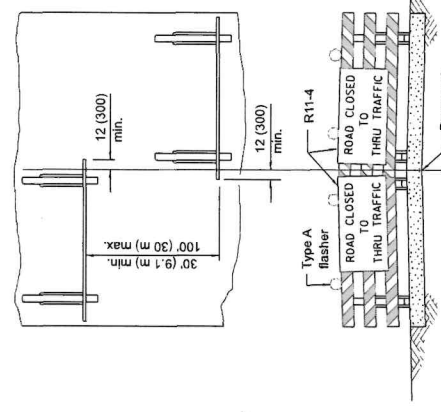


**TYPE A
ROOF
MOUNTED**

ARROW BOARDS



ROAD CLOSED TO ALL TRAFFIC
Reflectorized striping may be omitted on the back side of the barricades.



ROAD CLOSED TO THRU TRAFFIC
Reflectorized striping shall appear on both sides of the barricades.

TYPICAL APPLICATIONS OF TYPE III BARRICADES CLOSING A ROAD

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

TRAFFIC CONTROL DEVICES

STANDARD 701901-10

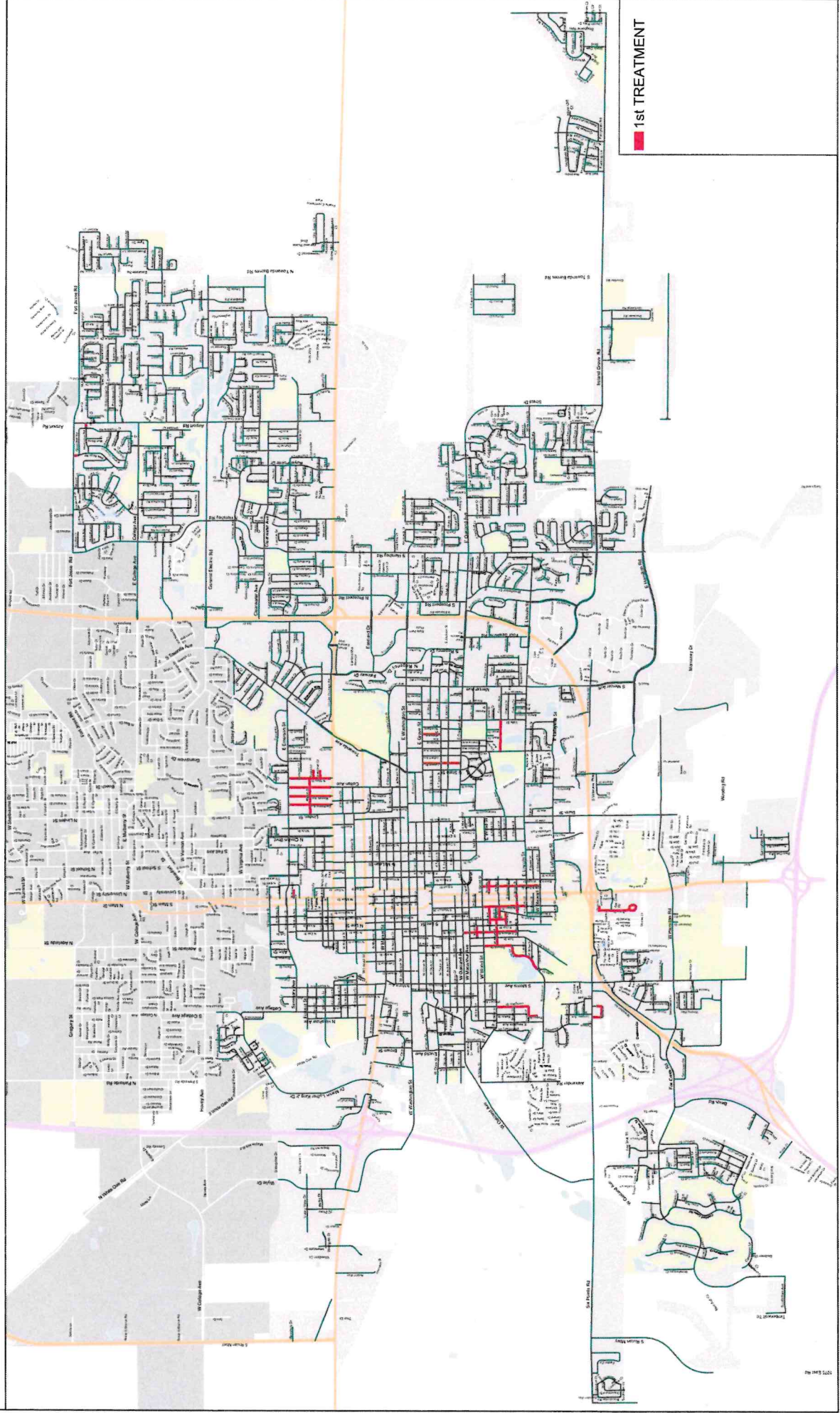
(Sheet 3 of 3)

Illinois Department of Transportation		ISSUED 1-1-13
APPROVED	January 1, 2025	
ENGINEER OF SAFETY	AND ENGINEERING	
APPROVED	January 1, 2025	
ENGINEER OF DESIGN	ENVIRONMENT	

FY2026 RECLAMITE PROGRAM



0 5,000 10,000
Feet



Street Name	Start	End
BARKER ST	END	TOKIO ST
BISSELL ST	KOCH ST	MAIN ST
CLINTON ST	OAKLAND AVE	BELL ST
COLTON AVE	EMPIRE ST	EMERSON ST
CROXTON AVE	MCGREGOR ST	VALE ST
EAST ST	STEWART ST	WOOD ST
EASTHOLME AVE	EMPIRE ST	EMERSON ST
ELM ST	LOW ST	OAK ST
GRAY AVE	OAK ST	MADISON ST
GREENLAWN DR	STATE ST	END
HARDWOOD PL	GROVE ST	TAYLOR ST
HICKORY ST	OAK ST	KOCH ST
HUNTINGTON RD	KEYSTONE RD	AIRPORT RD
LAKE DR	TANNER ST	SUMMIT ST
LEALAND ST	OAKLAND AVE	GROVE ST
LEE ST	HICKORY ST	WOOD ST
LIVINGSTON ST	TOKIO ST	MILLER ST
MADISON ST	LINCOLN ST	WOOD ST
MARION ST	LINDEN ST	STATE ST
MASON ST	BISSELL ST	OAKLAND AVE
MILLER ST	SUMMIT ST	LEE ST
MILLER ST	LEE ST	CENTER ST
NICCOLLS ST	MAIN ST	WRIGHT ST
PARK RIDGE RD	GREENFIELD RD	FORT JESSE RD
PRAIRIE ST	STATE ST	END
RIDGEWOOD TERRACE	MAIN ST	END
ROSNEY AVE	EMPIRE ST	EMERSON ST
STATE ST	EMPIRE ST	EMERSON ST
SUMMIT ST	LAKE DR	WOOD ST
SZAREK DR	SIX POINTS RD	END
TOKIO ST	BARKER ST	LIVINGSTON ST
TRACY DR	URBAN ST	END
URBAN ST	TRACY DR	END



1134 Manor St. • Oildale, CA 93308 / P.O. Box 5877 • Bakersfield, CA 93388 Phone
661.337.9979 - Email: jimb@tricorrefining.com

May 13, 2025

Kimberly Thompson, Civil Engineer
FY-2026-Pavement Preservation Reclamite Program
City Project No. 50-01-53183-26-00
P.O. Box 3157 Bloomington, IL 61702-3157

RE: Sole Source Applicator for Reclamite Preservative Seal 2025

Corrective Asphalt Materials
P.O. Box 87129
South Roxana, IL 62087

This letter confirms that TRICOR Refining, LLC has appointed Corrective Asphalt Materials, South Roxana, Illinois to market and apply Reclamite® Preservative Seal and CRF Restorative Seal as the sole source supplier/applicator in the State of Illinois. Corrective Asphalt Materials has the necessary equipment and product familiarity to provide a successful application. Corrective Asphalt Materials has a very successful track record in the state of Illinois with Reclamite® rejuvenating applications.

TRICOR Refining, LLC – Reclamite® Preservative Seal is the only maltene based asphalt rejuvenator marketed nationally with a 55 plus year history of product use. Reclamite® has been proven in various testing by state, county and government agencies to decrease viscosity and increase penetration value of the asphalt.

Please feel free to contact me if you have any questions.

Yours truly,

Brett Towns

Brett Towns
Marketing Manager
TRICOR Refining, LLC
Producers of Golden Bear Preservation Products
Cellular: 530-491-8251

LIMITED SOURCE JUSTIFICATION

(Requester completes Section A & B)

SECTION A –LIMITED SOURCE PURCHASE:

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

Vendor Name & # Corrective Asphalt Materials, LLC. Vendor # 2157

Amount: \$162,731.25

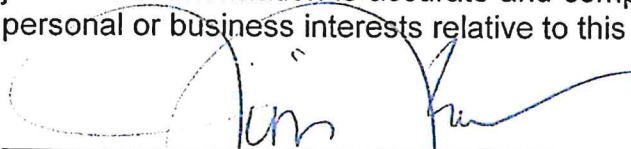
Date: 05/19/25

Description of item/services: Application of Reclamite Preservation Seal to City streets recently resurfaced. In addition, associated street cleaning will be performed by the contractor. The amount noted above reflects the FY 2026 funding budgeted and available for this work. The proposal package for this work has been finalized and provided to Corrective Asphalt Materials, LLC.

Justification: Prior to widespread utilization of Reclamite, City staff researched pavement preservation products and performed field testing to compare them to a promising competitor. The field test locations are still monitored periodically by staff. This research and the test location results have been used to determine that the product is the recommended rejuvenator. In addition, Reclamite cures clear and does not obstruct existing pavement markings. Other products cure black and require pavement marking maintenance.

Reclamite Preservation Seal materials are proprietary and Corrective Asphalt Materials, LLC is the sole source distributor / applicator for our region. Please see the attached sole distributor letter from Corrective Asphalt Materials, LLC.

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



5/19/25

(Name and Signature of Department Director or Designee)

Date

SECTION C –TO BE COMPLETED BY PROCUREMENT OFFICE:

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

Do not concur for the following reason(s):



5/20/2025

Name and Signature of Purchasing Agent or Designee

Date

JUNE 1, 2021 TO MAY 31, 2026

ROAD BUILDING AGREEMENT

between the

ILLINOIS ROAD AND TRANSPORTATION
BUILDERS ASSOCIATION

Represented by the

MID-AMERICA REGIONAL BARGAINING
ASSOCIATION

and the

CONSTRUCTION AND GENERAL
LABORERS' DISTRICT COUNCIL
OF CHICAGO AND VICINITY

TABLE OF CONTENTS

Article	Page
AGREEMENT	4
I EQUAL OPPORTUNITY	5
II SUBCONTRACTING	5
III HOURS AND OVERTIME	6
IV HOLIDAYS	7
V WAGES	8
Direct Deposit	10
Dosimeter Use	11
Power Pac	11
Westchester Health and Welfare	11
Westchester Pension Fund	12
Fox Valley Health and Welfare	15
Fox Valley Pension Fund	18
Reciprocity	21
Section 415 Excess Benefit Fund	21
Chicagoland Laborers' Vacation Fund	22
Chicagoland Laborers' Annuity Fund	22
Supervisors	22
Out of Town Work	23
Special Rules for Bonding	23
Withdrawal of Employees	24
VI BONDING TO GUARANTEE WAGE	
Withdrawal of Employees	25
VII CHECK OFF & DUES DEDUCTION	26
VIII INDUSTRY FUNDS	27
IX STEWARDS	29
X SHIFT WORK	30
XI PAYDAY	31
XII BRANCHES OF WORK	32
Recognition of Bargaining	
Representative	33

Article	Page
Branches of Work Covered Herein	34
Work Not Included	44
Wrecking	45
Wrecking: Complete Demolition.	45
Hiring Hall	45
XIII UNION SECURITY	45
XIV REPORTING FOR WORK	46
XV TRAINING AND APPRENTICE PROGRAM	47
Apprentice Committee	47
Apprenticeship and Training Fund	47
Mandatory Apprenticeship	49
XVI SETTLEMENT OF DISPUTES	49
Wage Audits	51
XVII ALCOHOL AND SUBSTANCE ABUSE	52
XVIII PRE-JOB CONFERENCES	52
XIX KEY MAN	53
XX ACCESS TO PREMISES	53
XXI PUBLIC HEALTH EMERGENCIES	53
XXII APPROVAL	54
Employer's Warranty	54
Execution	54
Savings Clause	54
SIGNATURE OF PARTIES	55
ADDENDUM	56
Construction Industry Service Corporation	
Uniform Drug/Alcohol Abuse Program	56
Work Rules Committee	61
SIDE LETTER 1	62
SIDE LETTER 2	62

JUNE 1, 2021 TO MAY 31, 2026

ROAD BUILDING AGREEMENT

between the

ILLINOIS ROAD BUILDERS' ASSOCIATION

Represented by the

**MID-AMERICA REGIONAL
BARGAINING ASSOCIATION**

and the

**CONSTRUCTION AND GENERAL
LABORERS' DISTRICT COUNCIL
OF CHICAGO AND VICINITY**

AGREEMENT

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

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

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

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

Article I EQUAL OPPORTUNITY

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

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

Article II SUBCONTRACTING

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

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

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

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

Article III HOURS AND OVERTIME

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

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

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

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

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

Article IV HOLIDAYS

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

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

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

Article V

WAGES

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

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

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

For the economic increases listed above, the Union shall also have discretion to allocate to another fund^{(c) to}

be established, up to a maximum of thirty cents (\$0.30) per hour over the term of the Agreement (up to twelve cents (\$0.12) in the first year and up to eighteen cents (\$0.18) over the remaining years). The fund(s) shall indemnify and hold harmless Employers who have assigned their bargaining rights to a MARBA-represented Association for purposes of collective bargaining with the Union, and the MARBA-represented Associations party to this Agreement, and MARBA, as regards the creation, implementation and operation of the fund(s), other than the obligation to contribute the designated amounts to the fund(s), and such indemnity and hold harmless shall include the payment of all reasonable costs and attorney's fees actually incurred on behalf of the Employer. The Employer shall give prompt notice to the fund(s) of any claims asserted or suits filed that are subject to indemnification.

<u>CLASSIFICATION</u>	<u>6/1/21</u>	<u>6/1/22</u>	<u>6/1/23</u>	<u>6/1/24</u>	<u>6/1/25</u>
Laborers and Helpers	\$45.90	\$2.50*	\$2.55*	\$2.60*	\$2.65*
Rakers and Lutemen	46.175	*allocated by Union in its discretion provided sufficient funds shall be allocated to pension fund to remain in green status (See above paragraph)			
Machine-Screwmen	46.175				
Asphalt Tampers and Smoothers	46.175				
Kettlemen	46.175				
Mixermen	46.175				
Drum-Men	46.175				
Jackhammermen (Asphalt) .	46.175				
Paintmen	46.175				
Mitre Box Spreaders	46.175				
Laborers on Birch, Overman and Similar Spreader Equipment	46.175				
Laborers on Apsco	46.175				
Laborers on Air Compressors	46.175				
Material Expeditors (Asphalt Plant Laborers)	45.90				
Paving Form Setters	46.175				
Jackhammerman (Concrete)	46.175				

Power Drive Concrete Saws, Other Power Equipment . . .	46.175
Cement Gun Nozzle (Laborers) Guniting	46.05
Cement Gun Laborers	45.975
Street Paving, Grade Separation, Sidewalk Curb and Gutter Strippers and all Other Laborers	45.90
General Foreman of Laborers	47.475
Superintendent	47.475
Foremen of Laborers	47.05
Asphalt Foreman	47.05
Cut-Out Foreman	47.05
Street Repair Foreman	47.05

Material Testing Laborer I

(Hand coring and drilling for testing of materials; field inspection of uncured concrete and asphalt) . . . 35.90

Material Testing Laborer II

(Field Inspection of welds, structural steel, fireproofing, masonry, soil, facade, reinforcing steel, formwork, cured concrete, and concrete and asphalt batch plants; adjusting proportions of bituminous mixtures.) 40.90

Apprentices (1st 6 months)	60% of base rate	\$27.54
Apprentices (2nd 6 months)	70% of base rate	\$32.13
Apprentices (3rd 6 months)	80% of base rate	\$36.72
Apprentices (4th 6 months)	90% of base rate	\$41.31
Apprentices (after 24 months)	100% of base rate	\$45.90

Wages must be paid by payroll check and shall include a stub or statement showing the number of straight time and overtime hours worked and rate of pay.

Direct Deposit. In lieu of paying wages by payroll check, the Employer may make payment by electronic bank draft if the Employee voluntarily accepts such alternate method of payment. The Employer shall not mandate electronic banking as a condition of employment. Elec

tronic wage payments must be transferred to the Employee's bank account no later than the Employee's regular payday and at no cost to the Employee. If payment is made by electronic bank draft, the Employee must also be provided a record of hours worked, rates of pay, and deductions made, at the same time and containing the same information as if wages were paid by payroll check.

If full wages are not timely transferred to the Employee's account, the Employer shall pay the Employee an additional four (4) hours' pay for each day or portion thereof until full wages are received. Employers who violate the provisions of these paragraphs shall be denied the use of electronic banking for wage payments.

Dosimeter Use. A premium of One (\$1.00) Dollar per hour shall be paid to any Laborer required to work with a dosimeter used for monitoring nuclear exposure or with any similar instrument or measuring device.

Power Pac. When a Laborer uses a power driven piece of equipment he shall be paid the rate of pay of the tool at the end of the power pac.

Liquidated Damages. Payment by the Employer and acceptance by the Employee of less than the wage herein stipulated shall be a violation of this Agreement upon the part of each. Upon conclusive proof to the Joint Grievance Committee of such violation, the Employer shall immediately pay the unpaid balance due in accordance with the wage herein stipulated; and in addition thereto, shall pay as directed by the Joint Grievance Committee an amount no less than fifty percent (50%) of the amount of such pay shortage as just and liquidated damages because of such violation. In cases where an Employee was knowingly complicit in the underpayment of wages, none of the liquidated damages assessed against the Employer shall be awarded to that Employee.

Paragraph 2A. WESTCHESTER HEALTH AND WELFARE. Employers that employ Employees who participate in the Health and Welfare Department of Construction and General Laborers' District Council of

Chicago and Vicinity may contribute directly to these funds in the amounts allocated for the Westchester Funds by the Union from the economic package and will be subject to the following.

Beginning the period from June 1, 2021 to May 31, 2022, the Employer agrees to make Health and Welfare contributions of sixteen dollars and fifty-five cents (\$16.55) per hour for each hour worked by all Employees who are covered by this Agreement in addition to the wages herein stipulated. This sixteen dollars and fifty-five cents (\$16.55) per hour shall be paid to the Health and Welfare Department of Construction and General Laborers' District Council of Chicago and Vicinity or a designated appointee at the end of each month.

That for the periods June 1, 2022 to May 31, 2023; June 1, 2023 to May 31, 2024, June 1, 2024 to May 31, 2025 and June 1, 2025 to May 31, 2026 ; that on May 1 of each year, if able, but not later than June 1, the Union in its sole discretion, shall determine the amount of additional contributions to Welfare and/or Pension and Training to be allocated from the economic package for that year. (See Article V, Paragraph 1)

The Employer agrees to be bound by the Agreements and Declarations of Trust establishing the Health and Welfare Department of Construction and General Laborers' District Council of Chicago and Vicinity, as well as any amendments thereto.

Paragraph 2B. WESTCHESTER PENSION FUND. Employers that employ Employees who participate in the Laborers' Pension Fund may contribute directly to these funds in the amounts allocated for the Westchester Funds by the Union from the economic package and will be subject to the following.

Beginning June 1, 2021 the Employer agrees to make a pension contribution of fourteen dollars and seventy-one cents (\$14.71) per hour for each hour worked by all Employees who are covered by this Agreement in addition to the wages and welfare payments herein stipulated. This

fourteen dollars and seventy-one cents (\$14.71) per hour shall be paid to the Laborers' Pension Fund or to a designated appointee at the end of each month.

That for the periods June 1, 2022 to May 31, 2023; June 1, 2023 to May 31, 2024, June 1, 2024 to May 31, 2025 and June 1, 2025 to May 31, 2026; that on May 1 of each year, if able, but not later than June 1, the Union in its sole discretion, shall determine the amount of additional contributions to Welfare and/or Pension and Training to be allocated from the economic package for that year. (See Article V, Paragraph 1). The Union agrees that it shall allocate sufficient funds to the pension fund of the Union from the total economic package increases set forth above in each year of this agreement such that the pension fund remains in green status as defined by the Pension Protection Act of 2006, or any successor legislation.

The Employer agrees to be bound by the Agreements and Declarations of Trust establishing the Laborers' Pension Fund, as well as any amendments thereto.

The parties agree that the Employer shall make lump sum contributions to Employee fringe benefit accounts, administered by the Trustees on behalf of each Employee. It is further agreed that such contribution shall be accompanied by a breakdown of payment according to appropriate benefits.

Contributions to all fringe benefit funds under this Agreement shall be made in increments of no less than one-half hour for each half-hour or portion thereof an employee performs covered work.

The Trustees of the Welfare Fund and the Trustees of the Pension Fund shall, among other things, have authority to determine the type and amount of benefits to be provided in each of said funds, the eligibility rules governing entitlement to benefits, and whether and to what extent benefits are to be provided for covered Employees.

The failure of the Employer to contribute to the said Welfare or Pension Fund, as provided herein, shall for the

purposes of the remedies the Union may pursue, be deemed the same as the failure of the Employer to pay wages, and the Union shall be permitted to remove workers whom they represent for non-payment of such contributions, anything to the contrary in this Agreement notwithstanding.

A grace period of thirty (30) days shall be granted for Employers to submit reports and contributions as provided. Said reports and contributions not received during this grace period shall be assessed liquidated damages amounting to ten (10%) percent of the amount of the contributions which are owed. The Employer acknowledges that the liquidated damages shall be used to defer administrative costs arising by said delinquency and acknowledges the costs to be actual and substantial, though difficult to ascertain. However, the Employer acknowledges these costs to be at a minimum of ten (10%) percent, waiving the necessity of any additional proof thereof. In addition, the delinquent contributions shall bear interest at a maximum legal rate of interest per annum from the due date until they are paid.

Further, in the event the Trustees refer the account to legal counsel for collection, the delinquent Employer shall be liable for reasonable attorneys' fees, and for all reasonable costs incurred in the collection process, including court fees, audit fees, etc.

Reasonable attorneys' fees shall mean: All reasonable attorneys' fees in the amounts for which the Trustees become legally bound to pay, including recovery of liquidated damages, interests, audit costs, filing fees, and any other expenses incurred by the Trustees.

The Trustees of the aforementioned Welfare and Pension Funds and the Union shall have the authority to audit the books and records of a participating Employer, either directly or through their authorized representative, whenever such examination is deemed necessary for the purpose of compliance with the provisions of this Agreement, including the obligation to remit Union Dues under Article VII.

Each participating Employer shall make its books and records available to the Trustees for such purpose. In the event the audit discloses that the Employer, during the period of the audit, had underpaid its contributions and/or wages, the Employer shall be liable for the costs of the examination, including but not limited to, audit fees and reasonable attorneys' fees. The Trustees' authority to waive any costs shall be governed by the terms of the Trust Agreement.

Article III, Section 2 of the trust agreements of the Health and Welfare Department of Construction and General Laborers' District Council of Chicago & Vicinity and the Laborers' Pension Fund shall be amended to include the following: "Association-appointed Trustees must be full-time Employees of contributing Employers within the Association's membership. A contributing Employer shall be defined as an Employer that has employed an average of five (5) or more Laborers performing bargaining unit work for whom contributions have been made per month in each of the previous three (3) calendar years."

The parties agree that the Health and Welfare Department of Construction and General Laborers' District Council of Chicago and Vicinity and the Laborers' Pension fund will be operated and administered by a board of trustees that is expanded to include eight (8) Employer and eight (8) Union trustees. Appointing authority for the two additional Employer trustees shall be vested with new Employer associations that currently are not party to the trust agreements and under whose labor agreements more than 20,000 hours of benefits were paid in 2005.

Paragraph 3A. FOX VALLEY HEALTH AND WELFARE. Employers that employ Employees who participate in the Fox Valley Laborers' Health and Welfare Fund may contribute directly to these funds in the amounts allocated for the Fox Valley Funds by the Union from the economic package and will be subject to the following.

Beginning the period from June 1, 2021 to May 31, 2022, the Employer agrees to make Health and Welfare

contributions of fourteen dollars and thirty-six cents (\$14.36) per hour for each hour worked by all Employees who are covered by this Agreement and participate in the Fox Valley Laborers' Health and Welfare Fund, in addition to the wages herein stipulated. This fourteen dollars and thirty-six cents (\$14.36) per hour shall be paid to the Fox Valley Laborers' Health and Welfare Fund or a designated appointee at the end of each month.

That for the periods June 1, 2022 to May 31, 2023; June 1, 2023 to May 31, 2024 and June 1, 2024 to May 31, 2025, and June 1, 2025 to May 31, 2026; that on May 1 of each year, if able, but not later than June 1, the Union in its sole discretion, shall determine the amount of additional contributions to Welfare and/or Pension and Training to be allocated from the economic package for that year. (See Article V, Paragraph 1).

The Employer agrees to be bound by the Agreements and Declarations of Trust establishing the Fox Valley Laborers' Health and Welfare Fund, as well as any amendments thereto.

The parties agree that the Employer shall make lump sum contributions to Employee fringe benefit accounts, administered by the Trustees on behalf of each Employee. It is further agreed that such contribution shall be accompanied by a breakdown of payment according to appropriate benefits.

Contributions to all fringe benefit funds under this Agreement shall be made in increments of no less than one-half hour for each half-hour or portion thereof an employee performs covered work.

The Trustees of the Welfare Fund and the Trustees of the Pension Fund shall, among other things, have authority to determine the type and amount of benefits to be provided in each of said funds, the eligibility rules governing entitlement to benefits, and whether and to what extent benefits are to be provided for covered Employees.

The failure of the Employer to contribute to the said Welfare or Pension Funds when the same is establishe^d

provided herein, shall for the purposes of the remedies the Union may pursue, be deemed the same as the failure of the Employer to pay wages, and the Union shall be permitted to remove workers whom they represent for non-payment of such contributions, anything to the contrary in this Agreement notwithstanding.

All reports and payments of contributions due to the respective fringe benefit funds shall be due on the tenth (10th) day of the month following the month in which the hours were worked.

A grace period of thirty (30) days shall be granted for Employers to submit reports and contributions as provided. Said reports and contributions not received during this grace period shall be assessed liquidated damages amounting to ten (10%) percent of the amount of the contributions which are owed. The Employer acknowledges that the liquidated damages shall be used to defer administrative costs arising by said delinquency and acknowledges the costs to be actual and substantial, though difficult to ascertain. However, the Employer acknowledges these costs to be at a minimum of ten (10%) percent, waiving the necessity of any additional proof thereof. In addition, the delinquent contributions shall bear interest at a maximum legal rate of interest per annum from the due date until they are paid.

In the event the Trustees refer the account to legal counsel for collection, the delinquent Employer shall be liable for reasonable attorneys' fees, and for all reasonable costs incurred in the collection process, including court fees, audit fees, etc.

Reasonable attorneys' fees shall mean: All reasonable attorneys' fees in the amounts for which the Trustees become legally bound to pay, including recovery of liquidated damages, interests, audit costs, filing fees, and any other expenses incurred by the Trustees.

The Trustees of the aforementioned Welfare and Pension Funds and the Union shall have the authority to audit the books and records of a participating Employer, either

directly or through their authorized representative, whenever such examination is deemed necessary for the purpose of compliance with the provisions of this Agreement, including the obligation to remit Union Dues under Article VI.

Each participating Employer shall make its books and records available to the Trustees for such purpose. In the event the audit discloses that the Employer, during the period of the audit, has underpaid its contributions and/or wages, the Employer shall be liable for the costs of the examination, including but not limited to, audit fees and reasonable attorneys' fees. The Trustees' authority to waive any costs shall be governed by the terms of the Trust Agreement.

Paragraph 3B. FOX VALLEY PENSION FUND. Employers that employ Employees who participate in the Fox Valley and Vicinity Laborers' Pension Fund may contribute directly to these funds in the amounts allocated for the Fox Valley Funds by the Union from the economic package and will be subject to the following.

Beginning June 1, 2021, the Employer agrees to make a pension contribution of sixteen dollars and ninety cents (\$16.90) per hour for each hour worked by all Employees who are covered by this Agreement and participate in the Fox Valley and Vicinity Laborers' Pension Fund, in addition to the wages and welfare payments herein stipulated. This sixteen dollars and ninety cents (\$16.90) per hour shall be paid to the Fox Valley and Vicinity Laborers' Pension Fund or to a designated appointee at the end of each month.

That for the periods June 1, 2022 to May 31, 2023; June 1, 2023 to May 31, 2024, June 1, 2024 to May 31, 2025, and June 1, 2025 to May 31, 2026 that on May 1 of each year, if able, but not later than June 1, the Union in its sole discretion, shall determine the amount of additional contributions to Welfare and/or Pension and Training to be allocated from the economic package for that year. (See Article V, Paragraph 1). The Union agrees that it shall allocate sufficient funds to the pension fund of the

Union from the total economic package increases set forth above in each year of this agreement such that the pension fund remains in green status as defined by the Pension Protection Act of 2006, or any successor legislation.

The Employer agrees to be bound by the Agreements and Declarations of Trust establishing the Fox Valley and Vicinity Laborers' Pension Fund, as well as any amendments thereto.

The parties agree that the Employer shall make lump sum contributions to Employee fringe benefit accounts, administered by the Trustees on behalf of each Employee. It is further agreed that such contribution shall be accompanied by a breakdown of payment according to appropriate benefits.

Contributions to all fringe benefit funds under this Agreement shall be made in increments of no less than one-half hour for each half-hour or portion thereof an employee performs covered work.

The Trustees of the Welfare Fund and the Trustees of the Pension Fund shall, among other things, have authority to determine the type and amount of benefits to be provided in each of said funds, the eligibility rules governing entitlement to benefits, and whether and to what extent benefits are to be provided for covered Employees.

The failure of the Employer to contribute to the said Welfare or Pension Funds when the same is established, as provided herein, shall for the purposes of the remedies the Union may pursue, be deemed the same as the failure of the Employer to pay wages, and the Union shall be permitted to remove workers whom they represent for non-payment of such contributions, anything to the contrary in this Agreement notwithstanding.

All reports and payments of contributions due to the respective fringe benefit funds shall be due on the tenth (10th) day of the month following the month in which the hours were worked.

A grace period of thirty (30) days shall be granted for Employers to submit reports and contributions as provided. Said reports and contributions not received during this grace period shall be assessed liquidated damages amounting to ten (10%) percent of the amount of the contributions which are owed. The Employer acknowledges that the liquidated damages shall be used to defer administrative costs arising by said delinquency and acknowledges the costs to be actual and substantial, though difficult to ascertain. However, the Employer acknowledges these costs to be at a minimum of ten (10%) percent, waiving the necessity of any additional proof thereof. In addition, the delinquent contributions shall bear interest at a maximum legal rate of interest per annum from the due date until they are paid.

In the event the Trustees refer the account to legal counsel for collection, the delinquent Employer shall be liable for reasonable attorneys' fees, and for all reasonable costs incurred in the collection process, including court fees, audit fees, etc.

Reasonable attorneys' fees shall mean: All reasonable attorneys' fees in the amounts for which the Trustees become legally bound to pay, including recovery of liquidated damages, interests, audit costs, filing fees, and any other expenses incurred by the Trustees.

The Trustees of the aforementioned Welfare and Pension Funds and the Union shall have the authority to audit the books and records of a participating Employer, either directly or through their authorized representative, whenever such examination is deemed necessary for the purpose of compliance with the provisions of this Agreement, including the obligation to remit Union Dues under Article VI.

Each participating Employer shall make its books and records available to the Trustees for such purpose. In the event the audit discloses that the Employer, during the period of the audit, has underpaid its contributions and/or wages, the Employer shall be liable for the costs of the examination, including but not limited to, audit fees and rea-

sonable attorneys' fees. The Trustees' authority to waive any costs shall be governed by the terms of the Trust Agreement.

Paragraph 4.RECIPROCITY. The parties agree that, whenever contributions are made on behalf of any Employee to welfare and pension funds that are not the home funds of the Employee, the funds receiving such contributions, in accordance with the funds' Reciprocity Agreement, shall transfer such contributions to the home funds and the home funds shall reallocate the contributions between such home funds in the amounts set forth herein.

Subject to the reciprocity provisions of this Article, contributions shall be remitted to the Fox Valley Laborers Health and Welfare Fund and Fox Valley and Vicinity Laborers Pension Fund for all hours worked by any laborer or for any person employed by the Employer doing labor or construction work as herein above defined in Article XII hereof, within the jurisdiction of Locals 582 or 1035 or any successor locals covering Kane, Kendall, McHenry or Boone Counties, Illinois.

The foregoing, however, is not intended to and shall not interfere with the practices, requirements or understandings developed under the Fox Valley Agreements concerning those employees who participate in the Westchester Funds, which practices, requirements or understandings shall remain in effect and undisturbed.

Paragraph 5 SECTION 415 EXCESS BENEFIT FUND. A Section 415 Excess Benefit Fund shall be established for the purpose of providing alternative benefit to any Employees of the Employer who become unable to receive the entire amount of the accrued pension benefits to which they would be entitled under one or more of the pension plans sponsored by their Employer because of limitations established by Section 415 of the Internal Revenue Code. The Employer may be required and directed by the Board of Trustees of the Excess Benefit Fund to contribute a portion of its agreed-upon "pension" contribution to the Section 415 Excess Benefit Fund and shall not increase the

Employer's cost beyond the amount that the Employer is obligated to contribute to the Laborers' Pension Fund and that the funding of the Section 415 Excess Benefit Fund shall be fully tax deductible to the Employer for Federal Income Tax purposes. The Employer hereby agrees that the Board of Trustees of any such Section 415 Excess Benefit Fund shall be authorized to determine each year the amount that will be contributed by the Employer and the amount to be credited to the account of any eligible retiree for payment in lieu of accrued benefits that would exceed the limits set by Section 415 of the Internal Revenue Code.

Paragraph 6 CHICAGOLAND LABORERS' VACATION FUND. The Employer agrees to be bound by the Agreements and Declarations of Trust, as well as any amendments thereto, establishing the Chicagoland Laborers' Vacation Fund, a jointly-trusted vacation plan established for the purpose of providing income to members during their winter layoffs. Contributions to the Fund will be allocated in the Union's sole discretion from the total economic increase.

Paragraph 7 CHICAGOLAND LABORERS' ANNUITY FUND. The Employer agrees to be bound by the Agreements and Declarations of Trust, as well as any amendments thereto, establishing the Chicagoland Laborers' Annuity Fund, a jointly-trusted defined contribution plan providing a supplemental retirement benefit. Contributions to the Fund will be allocated in the Union's sole discretion from the total economic increase.

Paragraph 8. SUPERVISORS. To the extent permissible by the Internal Revenue Service or any Federal Act, and for the purposes of Paragraphs 2 and 3 of Article V of this Agreement only, the bargaining unit shall also include those persons in the employ of an Employer who are supervisors, as defined in the Labor Management Relations Act, as amended; and who at one time were Employee members of the bargaining unit herein on whose behalf contributions were required to be made to the trust funds described in the aforesaid Paragraphs 2 and 3 of Article V hereof.

Paragraph 9. OUT OF TOWN WORK. When Laborers who reside or work in the nine-county geographic area covered by this Agreement are voluntarily requested to work at locations outside these nine counties, the Employer shall continue to report and pay benefits for all hours worked outside the nine counties. If the work performed is covered under a labor agreement with the Laborers' International Union of North America or its affiliates, the Employer shall report and pay the benefit contributions to the fringe benefit fund identified, and the contribution rates specified, under that labor agreement. If the work performed is not covered under a labor agreement with the Laborers' International Union of North America or its affiliates, then the Employer shall report and pay the benefit contributions to the fringe benefit funds identified, and the contribution rates specified, under this Agreement. No Employee shall be obligated to accept out of town employment or be subject to retaliation for refusing such work.

Where out of town work requires an overnight stay, the Laborer shall receive paid lodging plus \$55 per night for meals and incidental expenses of the equivalent in accordance with an Employer's policy. Nothing herein shall restrict an Employer's ability to require compliance with its applicable travel related policies. This provision will take effect only for projects bid on or after June 1, 2021.

Paragraph 10. SPECIAL RULES FOR BONDING. An Employer that is owned or managed in whole or part, by an individual who currently has or previously had in the last ten (10) years ownership or principal managerial responsibility for another contributing Employer that currently is or ceased doing business when delinquent to the Funds shall be required to post for the benefit of the Funds an additional cash bond or obtain a surety bond from a Fund-approved insurer in an amount equal to twice the amount of the other contributing Employer's delinquency. This amount may be adjusted by the Benefit Fund Trustees for each individual Employer. This bond shall be in addi-

tion to and separate from the bond required elsewhere in this Agreement.

Paragraph 11. WITHDRAWAL OF EMPLOYEES. If the Employees are withdrawn from any job in order to collect contributions to the Laborers' Health and Welfare, Pension and/or Apprenticeship and Training Funds, the Employees who are affected by such stoppage of work shall be paid for lost time up to sixteen (16) hours, provided that two (2) days' written notice of intention to remove Employees from the job is given to the Employer by the Union. These lost time amounts may be collected only from the contractor with whom the Union has a dispute and the Union shall not pursue collection efforts from any other entity. This lost time liability shall not apply if the Employer has made payment on behalf of the affected Employees to another fringe benefit fund under a MARBA labor agreement or a labor agreement of a union affiliated with the Building and Construction Trades Department, AFL-CIO.

Article VI

BONDING TO GUARANTEE WAGE PAYMENTS AND WELFARE AND PENSION CONTRIBUTIONS

Paragraph 1. All Employers shall procure, carry and maintain a surety bond in form and amount satisfactory to the Union, but not less than in the principal sum of \$5,000.00, to guarantee payment of wages, Pension and Welfare Trust contributions, during the term of this Agreement.

Paragraph 2. If the Employer employs between seven (7) and ten (10) Laborers, the surety bond shall be increased to \$15,000. If the Employer employs between eleven (11) and twenty (20) Laborers, the surety bond shall be increased to \$25,000. If the Employer employs twenty-one (21) to forty (40) Laborers, the surety bond shall be increased to \$35,000. If the Employer employs forty-one (41) or more Laborers, the surety bond shall be increased to \$45,000.

Paragraph 3. The Employer shall be required to obtain an appropriate bond upon contract execution, which

bond may also be posted in cash. The trustees of the benefit funds, based on established guidelines or a contractor's payment history, shall have the discretion to adopt a policy that increases, reduces or eliminates the bonding requirements of this Article for those contractors the trustees deem appropriate for such increase, reduction or elimination. Should the Employer fail to comply with the provisions of this Article, the Union may withdraw its Employees or strike until such compliance occurs, and the Employer shall further be liable for all costs, including attorney's fees, incurred in enforcing these provisions.

Paragraph 4. The Employer shall give notice to the Union and the appropriate Fund Office in writing not later than ten (10) days after the occurrence of any of the following events relating to the Employer, occurring after the date hereof:

- (a) Formation of Partnerships;
- (b) Termination of business;
- (c) Change of name commonly used in business operation;
- (d) Change in form of business organization;
- (e) Incorporation of business;
- (f) Dissolution of corporation;
- (g) Name and business organization of successor;
and
- (h) Admission to or withdrawal from any association operating as a multi-employer bargaining unit.

Paragraph 5. WITHDRAWAL OF EMPLOYEES. If the Employees are withdrawn from any job in order to ensure compliance with the provisions of this Article, the Employees who are affected by such stoppage of work shall be paid for lost time up to sixteen (16) hours, provided that two (2) days' written notice of intention to remove Employees from the job is given to the Employer by the Union. These lost time amounts may be collected only

from the contractor with whom the Union has a dispute and the Union shall not pursue collection efforts from any other entity. This lost time liability shall not apply if the Employer produces the required bond before expiration of the two (2) day notice period.

Article VII

CHECK-OFF & DUES DEDUCTIONS

Paragraph 1. Employers also agree to deduct from the gross payroll earnings payable to an Employee covered by this Agreement, initiation fees and quarterly Union dues insofar as permitted by state and federal laws upon receipt and in accordance with a duly executed authorization form from the Employees. Said authorization form shall not be revocable for a period of more than one (1) year or prior to the termination date of this Agreement, whichever occurs sooner.

Paragraph 2. All Employers covered by this Agreement shall deduct from the gross payroll earnings of Employees covered by said contract, working dues in the amount designated by the Union and shall remit monthly to the Union office the sums so deducted, together with an accurate list of Employees from whose wages said dues were deducted and the amounts applicable to each Employee, not later than the 10th day of the month next following the month for which such deductions were made. Dues remittance reports shall include a report of the hours worked and wages earned by each Laborer. Employers who fail to timely remit Union dues shall be assessed an additional ten percent (10%) liquidated damages. The Union shall give thirty (30) days' prior written notice to the Employer of any change in the rate of dues to be deducted and remitted.

Paragraph 3. The Union will submit to the Employer a written statement of respective amount of initiation fees and Union dues due the Union. The Employer will then deduct said amounts from each Employee's pay every weekly pay period until the total amount of initiation fees and dues have been deducted.

Paragraph 4. Deductions shall be remitted to the Union or to a designated appointee of the Employer promptly, and the Local Union shall acknowledge receipt of the money. The Employer shall furnish the Union with a record of those for whom deductions have been made, the amount of the deductions, and a list of absentees.

Paragraph 5. It is the intention of the parties that such deductions shall comply with the requirements of Section 302(c)(4) of the Labor Management Relations Act of 1947, as amended, and that such deductions be made only pursuant to written assignments from each Employee on whose account such deductions are made, which assignment shall not be revocable for a period of more than one (1) year, or prior to the termination date of this Agreement, whichever occurs sooner.

Paragraph 6. The Union agrees that it will indemnify and hold harmless the Employer from any and all claims, suits, causes of action, or otherwise, as regards the creation and administration of the dues check-off established by this Article and such indemnity and agreement to hold harmless shall include the payment of costs and attorneys' fees on behalf of the beneficiaries of such indemnity.

Paragraph 7. Should any Employer fail to remit dues to the Union as required under this Agreement, the Employer shall be liable for and pay all costs of collection, including reasonable audit expenses and reasonable attorney fees and costs. The Union may file suit, or remove Employees that it represents, or both, for non-remittance o/r underpayment of dues by an Employer.

Paragraph 8. Effective June 1, 2022, the Employer shall submit monthly dues remittance reports to the Union through the District Council web portal.

Article VIII

INDUSTRY FUNDS

Paragraph 1. Each Employer shall pay into the MID-AMERICA REGIONAL BARGAINING ASSOCIATION INDUSTRY ADVANCEMENT FUND (hereinafter some-

times referred to as the "Industry Fund"), or such other fund as MARBA may in its sole discretion designate at any time during the term of this Agreement, the amount of six cents (\$0.06) for each hour worked for the Employer by those of his Employees who are covered by this Agreement.

Each Employer shall pay into the Chicago-Area Laborers-Employers Cooperation and Education Trust ("LECET"), the amount of seven cents (\$0.07) for each hour worked for the Employer by those of his Employees who are covered by this Agreement.

Each Employer shall pay into the Laborers' District Council Labor-Management Cooperation Committee ("LDC/LMCC"), the amount of seventeen cents (\$0.17) for each hour worked for the Employer by those of his Employees who are covered by this Agreement.

Each Employer shall contribute one cent (\$0.01) per hour for each hour worked by his/her Employees who are covered by this Agreement to the Construction Industry Service Corporation ("CISCO"), a not for profit corporation.

Paragraph 2. The Employer agrees to be bound by the Agreement and Declaration of Trust establishing the Industry Fund, as well as any amendments thereto, and agrees to be bound by all actions taken by the Trustees of said Industry Fund pursuant to said Agreement and Declaration of Trust and amendments thereto. The Employer agrees to be bound by the Agreements and Declarations of Trust establishing the LECET and LDC/LMCC, as well as any amendments thereto.

Paragraph 3. Inasmuch as the existence and utilization of these Industry Fund(s) should result in increased construction and, therefore, in increased construction job opportunities for Employees, the Union agrees to cooperate in assuring that the contributions required by this Article are in fact made by Employers bound by this Agreement.

Paragraph 4. For the period June 1, 2021 to May 31, 2026 each Employer shall contribute one cent (\$0.01) per hour for each hour worked by its Employees who are covered by this Agreement to the Chicagoland Construction Safety Council, a not for profit corporation.

Article IX STEWARDS

Paragraph 1. The parties agree that the following basic principles apply to the selection of a Job Steward:

1) The Union requires that a Steward must fully protect the interest of the Union.

2) The Employer requires that the Steward be a Laborer who can efficiently perform his duties as a Laborer and will not disrupt the job unnecessarily in discharging his duties as a Steward.

3) To meet the two basic principles agreed to by the parties, it is further agreed:

- a) The Job Steward shall be a working Laborer;
- b) The Steward shall be selected by the Business Manager of the Union with jurisdiction over the job;
- c) In selecting a Steward, preference shall be given to the Union members presently employed in the bargaining unit of the Employer on the specific site, provided, however, that if, in the judgment of the Business Manager, no presently employed Union member is competent to act as Steward, the Steward shall be selected from outside the bargaining unit. A reason shall be given by the Business Manager why no member is competent. However, the reason shall not infringe upon the right of the Business Manager to select the Steward; and
- d) The Union shall have the right to replace any Steward at any time.

Paragraph 2. The Steward shall be subject to the same terms of employment as any other Employee, but taking into consideration that the Steward should be present during all working hours, all possible overtime work shall be assigned to all Stewards, if the Stewards do not replace another Laborer from that other Laborers' previously assigned duties.

Paragraph 3. The duties of the Steward shall include the checking of terms and conditions of work, safety conditions, starting dates of employment for new Laborers, whether Union or non-union, and report same to the Business Manager who appointed him. All Laborers employed on a job or project shall report to the Steward any differences or disputes which may arise in connection with the work or any part of it, and the Steward shall report same to the office of the Union. If it becomes necessary to discharge or lay off any Laborers because of completion of the work or otherwise, the Laborers appointed and acting as Steward shall not be discharged or laid off while other Laborers employed by the Steward's employer remain employed on the job or project as long as he is competent to perform the work. Nothing herein contained shall in any way restrict the right of any Employer to discharge a Steward for cause, upon notification to the Business Manager of the Local Union who appointed the Laborer to act as Steward.

Paragraph 4. Whenever one or more Laborers are required to work overtime, one of these Laborers shall be the regular designated Steward if he is competent to do the work required, or if he cannot work, he will call the Business Manager, and the Business Manager will designate someone on this job to act as Steward.

Article X SHIFT WORK

When necessary from Monday through Friday, the Employer shall have the right to work his Employees in consecutive shifts of eight (8) hours for straight time, with one-half (½) hour for lunch during the shift which must

be paid for, and not less than, the established overtime rates for all hours worked over eight (8) hours each day. Employees shall receive eight (8) hours pay under this Section even if they are permitted to leave after seven and one-half (7½) hours, and it shall be a violation of this Agreement if an Employee does not receive eight (8) hours pay. Employees who work eight (8) hours on a shift without receiving one-half hour lunch shall receive, in addition to the eight (8) hours' pay as provided in this Section, one (1) hours' pay at the applicable premium rate.

Multiple shift work on Saturday shall start after 11:59 p.m. on Friday and not more than eight (8) hours will be worked at the rate of time and one-half during any one shift, and double time shall apply for all hours over and above eight (8) hours worked, until 8:00 a.m. Monday.

All hours worked on Sundays and Holidays, or on days when Holidays are celebrated, shall be paid at the double-time rate.

When less than three (3) shifts are worked, from Monday through Friday, during each day, the lunch period must be provided, but not paid for, and all established overtime rates must be complied with.

When it is necessary that the contractor use more than one shift for a period of three (3) or more consecutive days, the Union shall be notified twenty-four (24) hours in advance of the effective date of the starting of such multiple shift operations.

Article XI

PAYDAY

It is hereby agreed that the Employee shall be paid on the job and before quitting time on the regular payday of each weekly period. When a Laborer is discharged, he shall be paid in full and also, if he is laid off and demands his pay, except when the layoff is caused by bad weather or lack of material being furnished by others. Such wages

due may be paid in person or placed in the mail on the same day of discharge or layoff at the option of Employer.

When a Laborer quits on his own accord, he shall receive his pay at the next regular payday. Payment may be made by check. In the event the Employer pays by check, he shall provide reasonable facilities for cashing same. Time checks payable by the Employer shall be considered valid, providing the Laborer be allowed two (2) hours traveling time. Such traveling time shall be added to the time check by the person issuing the same. If the Laborer is obliged to remain and wait before receiving his check, he shall be allowed regular wages for such waiting time.

Where the Employer orders Employees to work and said Employees are compelled to wait upon the job, they shall be paid regular wages for such waiting time, provided they remain on the job. Any Employee reporting for work upon order expressed or implied by the Employer and not put to work for any reason except weather conditions, fire or accident, shall receive four (4) hours' pay. When Employer sends Employees from one job to another during working hours, regular wages shall be paid for such travel time. Single time shall be paid for moving equipment, except on Sunday and holidays, when double time rates shall be paid. The Union reserves the right to strike at any time for wages which are overdue or underpaid, as well as for any violation of this Agreement.

On General Election Days, the individual employed in this trade shall be allowed, not to exceed two (2) hours' time without pay, for the purpose of voting.

Article XII BRANCHES OF WORK

Paragraph 1. The classification of Employees covered by this Agreement doing the work falling within jurisdiction of this Union shall be used in performing all common labor at the building or site, in connection with masonry and carpentry or such other work as may be directed by the Employer, his foreman or agent.

Paragraph 2. The Employer shall not engage his labor on a piece-work basis.

Paragraph 3. The Employer shall furnish all tools and shovels required for the work, also boots and rain equipment required for the protection of the workers in the trade and the worker shall be held responsible for them.

Paragraph 4. The Employer shall furnish any necessary protective medication, such as petroleum jelly, to prevent burns from creosote or chemicals which may prove injurious to the skin. The Employer also agrees that it will ice the water at the start of each shift.

Paragraph 5. On a job site requiring a Tool Shanty, said Tool Shanty shall be tended by a Laborer if Employer determines tending is required.

Paragraph 6. Portable Water Pumps shall be tended by Laborers if Employer determines tending is required.

Paragraph 7. In any instance where a Machine replaces only the work of Laborers, said Machine shall be operated by a Laborer if so determined by the Employer.

Paragraph 8. The Employer shall furnish a suitable place, properly heated when reasonably necessary, where Laborers may eat and change their clothes.

Paragraph 9. RECOGNITION OF BARGAINING REPRESENTATIVE. Employer hereby agrees to recognize the Union as the exclusive representative of all its Employees performing work within the jurisdiction of the Union for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment, and also confirms the jurisdiction of this Union over the branches of work covered herein, and agrees not to enter into any agreement with other labor organizations covering such branches of work.

In the event of a jurisdictional dispute over any of the work covered under this Agreement that cannot be adjusted by both parties to this Agreement and the contending party, and if a binding authority recognized by the Union determines the work to be definitely the jurisdiction of some other union, then the parties shall jointly abide by

such determination; provided that in the event the decision is appealed by the Union, this provision shall not be applicable until such time as the final decision issues.

Paragraph 9A. BRANCHES OF WORK COVERED HEREIN. The building of all scaffolding, runways and windbreaks for concrete and mason work, rigging for caissons, concrete chutes and hoppers, digging, lagging, sheeting and dewatering of foundation piers and caissons; concrete work within the walls of any building or jobs; the rubbing and grinding of concrete installations where no patching is involved; boxing for concrete footing, raising, moving, shoring of all buildings, back fillings and gradings; also all laboring work in connection with cement sidewalks, curbs or gutters, stone curbs, streets, alleys, driveways, viaducts, retaining walls, slate, tile and asbestos roofings; also all laboring work connected with composition floor work, rock asphalt, whether done by hand or by any other process, wrecking and stripping of concrete forms and false work, tending to carpenters, tending to salamanders; removal, clearing and cleaning of all debris, signalman and handling of such materials for construction as directed by the Employer; building in centering for fire proofing; gunite work in handling of cement gun nozzle, when gunite is applied of a thickness of one and one-half (1½) inches or more, all laboring work in connection with original installation of landscaping in connection with the new construction of all types, also all laboring work in connection with boiler setting, including the installation of plastic or other non-solid refractory materials. The coverage of this agreement, in referring to the type of work hereunder, includes in addition to all other types of construction, the construction and alteration and maintenance over track work in property on which a railroad company does not have a property right; in short, all unskilled labor connected with work undertaken by Employer and the handling of all materials, or appliances in any trade where it will be more economical to have the work done by Laborers as may be decided by the Employer, subject to appeal to the decision of the Joint Grievance Committee.

Tenders: Tending masons, plasterers, carpenters and other building and construction crafts.

Tending shall consist of preparation of materials and handling and conveying of materials to be used by mechanics or other crafts, whether such preparation is by hand or any other process. After the material has been prepared, tending shall include the supplying and conveying of said material, and all other materials to such mechanic, whether by silo mixer, bucket, hod, wheelbarrow, buggy, or any motorized unit used for such purpose, including bobcats, and unloaders for cement masons and concrete contractors, forklifts for brick masons and/or any other machine which replaces the wheelbarrow.

Unloading, handling, and distributing of all materials, fixtures, furnishings, furniture, and appliances whether crated or uncrated from point of delivery to stockpiles and from stockpiles to approximate point of installation.

Drying of plaster, concrete, mortar or other aggregate when done by salamanders, heaters or any other drying process.

Cleaning and clearing of all debris and recycled material, including wire brushing of windows, scraping of floors, removal of surplus material from all fixtures within confines of structures and cleaning of all debris in building and construction area. The general cleanup, including sweeping, cleaning, wash-down and wiping of construction facility, equipment and furnishings and removal and loading or burning of all debris including crates, boxes, packagings, and packaging waste material. Washing or cleaning of walls, partitions, ceilings, windows, bathrooms, kitchens, laboratory, and all fixtures and facilities therein. Cleanup, mopping, washing, waxing and polishing or dusting of all floors or areas.

The aging and curing of concrete, mortar and other materials applied to walls, floors, ceilings and foundations of buildings and structures, highways, airports, overpasses, tunnels, bridges, approaches, viaducts, ramps, or other similar surfaces by any mode or method.

All fire watch, hole watch, and confined space entry watch for the above-mentioned craft. Firestopping applies where the Employer elects to assign such work to Laborers.

Firestopping, fireproofing beams, ceilings, walls and floors with all forms of fire prevention materials.

Safety and deck monitoring.

Scaffolds: Erection, planking, maintenance and removal of all scaffolds and windbreaks for lathers, plasterers, bricklayers, masons and other construction trade crafts. Building planking or installation and removal of all staging, swinging, tubular and hanging scaffolds, including maintenance thereof.

Excavations and Foundation-Site Preparation and Clearance For Transportation and Transmission Lines. Excavation for building and all other construction; digging of trenches, piers, foundations and holes; digging, lagging, sheeting, cribbing, bracing and propping of foundations, holes, caissons, cofferdams, dams, dikes and irrigation trenches, canals and all handling, filling and placing of sand bags connected therewith. All drilling, blasting and scaling on the site or along the right of way, as well as access roads, reservoirs, including areas adjacent or pertinent to construction site; installation of temporary lines.

Preparation and compacting of roadbeds for railroad track laying, highway construction and the preparation of trenches, footings, etc., for cross-country transmission by pipelines or electric transmission or underground lines or cables.

On-site preparation and right-of-way clearance for construction of any structures or the installation of traffic and transportation facilities such as highways, pipelines, electrical transmission lines, dam sites and reservoir areas, access roads, etc. Clearing and slashing of brush or trees by hand or with mechanical cutting methods. Blasting for all purposes such as stumps, rocks, general demolition. Falling, bucking, yarding, loading or burning of all trees or timber on construction areas. Choker setters, off- bear-

ers, lumber handlers and all Laborers connected with on-site portable sawmill operations connected with clearing. Erection, dismantling and/or reinstallation of all fences. Cleanup of right-of-way, including tying on, signaling, stacking of brush, trees or other debris, and burning where required. All soil tests, operations of semi and unskilled labor, such as filling of sand bags, handling timber and loading and unloading of same; all GPS equipment and lasers, and grade checking.

Concrete, Bituminous Concrete and Aggregates. (a) Concrete, bituminous concrete or aggregate for walls, footings, foundations, floors or for any other construction. Mixing, handling, conveying, pouring, vibrating, guniting and otherwise placing concrete or aggregate, whether done by hand or any other process. Wrecking, stripping, dismantling and handling concrete forms and false work. Building of centers for fire proofing purposes. Operation of motorized wheelbarrows or buggies or machines of similar character, whether run by gas, diesel or electric power. When concrete or aggregates are conveyed by crane or derrick, or similar methods, the hooking on, signaling, dumping and unhooking the bucket. Placing of concrete or aggregates, whether poured, pumped, gunited, or placed by any other process. The assembly, uncoupling of all connections and/or parts of, to equipment used in mixing or conveying concrete, aggregate, or mortar, and the clearing of such equipment, parts and/or connections. All vibrating, grinding, spreading, flowing, puddling, leveling and strike-off of concrete or aggregates by floating, rodding or screening by hand or mechanical means prior to finishing. Where prestressed or pre-cast concrete slabs, walls, or sections are used, all loading, unloading, stockpiling, hooking on, signaling, unhooking, setting and barring into place of such slabs, walls or sections. All mixing, handling, conveying, placing and spreading of grout for any purpose. Green cutting of concrete or aggregate in any form, by hand, mechanical means, grindstones or air or water.

(b) The filling and patching of voids, crevices, etc., to correct defects in concrete caused by leakage, bulging, sagging, etc.

(c) The loading, unloading, carrying, distributing and handling of all rods, mesh and material for use in reinforcing concrete construction. The hoisting of rods, mesh and other material for use in reinforcing concrete construction. The hoisting of rods, mesh and other materials except when a derrick or outrigger by other than hand power is used.

(d) All work on interior concrete columns, foundations for engine and machinery beds.

(e) The stripping of forms, other than panel forms which are to be re-used in their original form, and the stripping of forms on all flat arch work.

The moving, cleaning, oiling and carrying of all forms to the next point of erection.

The snapping of wall ties and removal of tie rods. Handling, placing and operation of the hoses and pots or hoppers on sand blasting or other abrasive cleaning. The jacking of slip forms, and all semi and unskilled work connected therewith.

Streets, Ways and Bridges. Work, in the excavation, preparation, concreting, asphalt, bituminous concrete and mastic paving, ramming, curbing, flagging and surfacing of streets, striping, street markings and other pavement markings, Laborers engaged in layout work, cleanup and helping painters involved in any pavement markings, ways, courts, underpasses, overpasses, bridges, approaches and slope walls and the grading and landscaping thereof and all other labor connected therewith. Cleaning, grading, fence or guard rail installation and/or removal for streets, highways, roadways, aprons, runways, sidewalks, parking areas, airports, approaches and other similar installations. Preparation, construction and maintenance of roadbeds and sub-grade for all paving, including excavation, dumping and spreading of sub-grade material, ramming, or otherwise compacting. Setting, leveling and securing or

bracing of metal or other road forms and expansion joints, including placing of reinforcing mats, or wire mesh, for the above work. Loading, unloading, placing, handling and spreading of concrete aggregate or paving material, including leveling of the surface. Strike-off of concrete, when used as paving material by hand and floating or mechanical screening for strike-off. Cutting of concrete for expansion joints and other purposes. Setting of curb forms and the mixing, pouring, cutting, flowing, and strike-off of concrete used therefor. The setting, leveling and grouting of all pre-cast concrete or stone curb sections. Installation of all joints, removal of forms and cleaning, stacking, loading, oiling and handling. Grading and landscaping in connection with paving work. All work in connection with loading, unloading, handling, signaling, slinging and setting of all paving blocks, riprap or retaining walls such as stone, wood, metal, concrete or other material and the preparation of surfaces to receive same.

Lagging for bridge decks, if the Employer elects to assign this work to Laborers.

Concrete and Asphalt Testing and Quality Control.

All work in connection with quality assurance/quality control and the collection and testing of construction materials and soil samples for the purposes of quality control/quality assurance. (Concrete and Asphalt Testing and Quality Control shall not be subject to the subcontracting restrictions in Article II).

Trenches, Manholes, Handling and Distribution of Pipe, Etc. Cutting of streets and ways for laying of pipe, cables or conduits for all purposes; digging of trenches, manholes, etc., handling and conveying all materials; concreting, back-filling, grading and resurfacing and all other labor connected therewith. Clearing and site preparation as described herein. Cutting or jackhammering of streets, roads, sidewalks or aprons by hand or the use of air or other tools. Digging of trenches, ditches and manholes and the leveling, grading and other preparation prior to laying pipe or conduit for any purpose. Loading, unloading, sorting, stockpiling, wrapping, coating, treating, handling and

distribution of water mains to the first joint from the building, gas mains, and all pipe, including placing, setting and removal of skids. Cribbing, driving or sheet piling, lagging and shoring of all ditches, trenches and manholes. Handling, mixing or pouring concrete and handling and placing of other materials for saddles, beds or foundations for the protection of pipes, wires, conduits, etc. Backfilling and compacting of all ditches, resurfacing of roads, streets, etc. and/or restoration of lawns and landscaping.

Shafts and Tunnels, Subways and Sewers. Construction of sewers, shafts, tunnels, subways, caissons, cofferdams, dikes, dams, levies, aqueducts, culverts, flood control projects and airports. All underground work involved in mines, underground chambers for storage or other purposes, tunnels or shafts for any purpose, whether in free or compressed air. Drilling and blasting, mucking and removal of material from the tunnels or shafts. The cutting, drilling and installation of material used for timbering, or retimbering, lagging, bracing, propping or shoring the tunnel or shaft. Assembly and installation of multi-plate, liner plate, rings, mesh, mats or forms for any tunnel or shaft including the setting of rods for same. Pouring, pumps-creting or guniting of concrete in any tunnel or shaft operation, manual or hydraulic jacking of shields and the use of such other mechanical equipment as may be necessary.

Excavation or digging and grading of footings and foundations for bridges, overpasses, underpasses, aqueducts, etc., and their approaches. All concrete work as described above and in addition, the hooking on, signaling and dumping of concrete for treme work over water on caissons, pilings, abutments, etc. Excavation, grading, grade preparation and landscaping of approaches. Installation of pipe, gratings and grill work for drains or other purposes. Installation of well points or any other dewatering system.

Compressed Air. In compressed air all work underground or in compressed chambers, including tending of the outer air lock. All work in compressed air construction

including, but not limited to, groutmen, trackmen, blasters, shield drivers, miners, brakemen, miner's helpers, lock tenders, mucking machine operators, mortar men, gauge tenders, rodmen, compressed air electricians, setting of line plate and ring sets, drill runners, powdermen or blasters, air hoist operators; form men; concrete blower operators, cement (invert) operators, power knife operators, erector operators, keyboard operators, pebble placer operators, car punches, grout machine operators, steel setters, cage tenders, skinner track layers, dumpmen, diamond drillers, timbermen and re-timbermen, cherry pickmen, nippers, chucktenders and cable tenders, vibratormen, jetgunmen, gunite, nozzlelemen, gunmen, reboundmen and all other work connected therewith.

Sewer, Drains, Culverts and Multiplate. Unloading, sorting, stockpiling, wrapping, coating, treating, handling, distribution and lowering or raising of all pipe or multiplate. All digging, breaking of concrete, backfilling, tamping, resurfacing and paving of all ditches in preparation for the laying of pipe. Pipe laying, leveling, and making of the joint of any pipe used for main or side sewers and storm sewers. All of the laying of clay, terra cotta, ironstone, vitrified concrete or other pipe and the making of joints for main or side sewers and storm sewers and all pipe for drainage. Unloading, handling, distribution, assembly in place, bolting and lining up of sectional metal or other pipe including corrugated pipe. Laying of lateral sewer pipe from main sewer or side sewer to building or structure, except that Employer may direct that this work be done under proper supervision. (Referee Hutcheson's decision). Laying, leveling and making of the joint of all multi-cell conduit or multi-purpose pipe. Cutting of holes in walls, footings, piers or other obstructions for the passage of pipe or conduit for any purpose and the pouring of concrete to secure said holes. Digging under streets, roadways, aprons or other paved surfaces for the passage of pipe, by hand, earth auger or any other method and manual and hydraulic jacking of pipe under said surfaces. Installation of septic tanks, cesspools and drain fields.

Inspection, Maintenance and Repair of Underground Utilities and Sewers. All underground and preparatory work, which includes televised inspections, telegrouting, root cutting, herbicide application, lining, vacuuming, vacuum excavation, and jetting, in new or existing utilities, water mains, structures, shafts, tunnels, sewers, drains, pipes and related structures of every character and description; all work performed on the ground when excavating with a vac-truck.

Underpinning, Lagging, Bracing, Propping and Shoring. Underpinning, lagging, bracing, propping and shoring, raising and moving of all structures; raising of structure by manual and hydraulic jacks or other methods. All work on house moving, shoring and underpinning of structures, loading, signaling, right-of-way clearing along the route of movement. Resetting of structure in new location to include all site clearing, excavation for foundation and concrete work. Cleanup and backfilling, landscaping old and new site.

Drilling and Blasting. All work of drilling jackhammering and blasting. Operation of all rock and concrete drills, including handling, carrying, laying out of hoses, steel handling, installation of all temporary lines and handling and laying of all blasting mats. All work in connection with blasting, handling and storage of explosives carrying to point of blasting, loading holes, setting fuses, making primers and exploding charges. All securing of surfaces with wire mesh and any other material and setting of necessary bolts and rods and anchor same. All high scaling and other rock breaking and removal after blast. Handling and laying of nets and other safety devices and signaling, flagging, road guarding.

Signalmen. Signalmen on all construction work defined herein, including traffic control signalmen at construction site.

General Excavation and Grading. The clearing, excavating, filling, backfilling, grading and landscaping of all sites for all purposes and all labor connected therewith, including chainmen, rodmen, grade markers, etc.

Factories. All work in factories, mills, power stations, oil refineries, chemical plants and industrial plants performed now or as may be acquired hereafter, including packers, cutters, loaders, raw material unloaders, checkers, stuffers, production line personnel and stenciling of materials. Handling of raw pigment; vessel cleaners and/or dryers; washing or cleaning laboratory glassware; stocking of materials in laboratories; the cleaning and/or scrubbing, washing, polishing of all floors, glasses, windows, walls, rest rooms and furniture. All fire watch attendants when multi-craft personnel are used, and all general area fire-watch. Attendants for all confined space entry when multi-craft personnel are used. All attendants for foreign material exclusion when single or multi-craft are used.

General. Material yards, junk yards, asphalt plants, concrete products plants, cemeteries, landscape nurseries and the cleaning or reconditioning of streets, ways, sewers and water lines and all maintenance work and work of an unskilled and semi-skilled nature, including Laborers in shipyards, tank cleaners, ship scalers, shipwright helpers, watchmen, flagmen, guards, security and safety men, tool-room men, parks, sports area and all recreational center Employees, utilities Employees, horticultural and agricultural workers, garbage and debris handlers and cleaners.

Pits, Yards, Quarries, Etc. All drillers, blasters and/or powdermen, nippers, signalmen, Laborers in quarries, crushed stone yards and gravel and sand pits and other similar plants, including temporary and portable batching plants.

Wrecking. The wrecking or dismantling of buildings and all structures, breaking away roof materials, beams of all kinds, with use of cutting or other wrecking tools as necessary. Burning or otherwise cutting all steel structural beams. Breaking away, cleaning and removal of all masonry and wood or metal fixtures for salvage or scrap. All hooking on and signaling when materials for salvage or scrap are removed by crane or derrick. All loading and unloading of materials carried away from the site of wrecking. All work in salvage or junkyards in connection with

cutting, cleaning, storing, stockpiling or handling of materials. All clean-up removal of debris, burning, backfilling and landscaping of the site of wrecked structures.

Railroad Track Work. Right-of-way clearance as described above, excavation, grading, subgrading, ballasting and compacting of right-of-way. Loading, unloading, stockpiling, handling and distribution of track and ties and placing of or jacking track and ties at point of installation. All burning or otherwise cutting of track. Setting of tie plates, bolting, leveling, and gauging of rails and all spiking, whether by hand or mechanical means. Placing and tamping of ballast by hand or mechanical means. Construction and/or relocation of main line, shoe flies, sidings, gradings, crossing, relocating of pipes and drainage and culverts and connected with same and removal and replacing of all fences.

Studio Utility Employees. All such work as herein described as may be pertinent to and part of the operation of Motion Picture and other related types of studios.

Use of Tools. Operation of all hand, pneumatic, electrical, motor, combustion or air-driven tools or equipment necessary for the performance of work described herein. In short, all unskilled labor connected with work undertaken by members of the party of the first part, and the handling of all materials or appliances in any trade where it will be more economical to have the work performed by Laborers as may be decided by the Employer, subject to appeal to and decision of the Joint Grievance Committee.

Miscellaneous. All such work and jurisdiction as may have been acquired by reason of amalgamation or merger with former national or international Unions and as may be hereafter acquired; including all such work and jurisdiction as declared by actions of the Executive Council or conventions of the American Federation of Labor.

Paragraph 10. WORK NOT INCLUDED. The laboring work not included in this Agreement is general excavating for buildings to the bottom of floor level. If there are any sub-basements or cellars, this general excavation

shall be considered to extend to the bottom of the floor, of same. Excavation in basement and sub-basements other than by power equipment shall be done by Laborers at Building Laborers' rate (except where caisson rates apply).

Paragraph 11. WRECKING. Where a building is only partially wrecked and parts torn down for the purpose of building additions, alterations, remodeling, or repairing same, such work is covered by this Agreement, and rates as established herein shall apply.

Paragraph 11(a). WRECKING COMPLETE DEMOLITION. Work pertaining to wrecking of buildings and structures in their entirety and removed to the basement floor level is covered by the Agreement between Local No. 225 of the Laborers' District Council and the Labor Committee representing the Wrecking Industry of Chicago and Vicinity, and the rates established by said Agreement shall apply.

Paragraph 12. HIRING HALL. No agreement on the request of the Union for the establishment of an exclusive Hiring Hall has been consummated. Therefore, the question of establishing a Hiring Hall is hereby reserved for the future consideration of the parties. Upon service of a sixty (60) days' notice in writing upon Employer from Union, such question shall be taken up for discussion and future negotiation by the parties hereto.

Article XIII

UNION SECURITY

All new Employees shall be required to join the Union after the expiration of seven (7) days of employment or seven (7) days after the execution of this Agreement, whichever is later, and shall remain members of the Union in good standing as a condition of continued employment for the duration of this agreement.

Good standing shall mean payment of the initiation fees and working and non-working dues uniformly required as a condition of acquiring or retaining membership in a Local Union.

Employees covered by this Agreement at the time it is signed, and who are members of the Union at that time, shall be required as a condition of continued employment, to continue membership in the Union for the duration of this Agreement.

Employees covered by this Agreement at the time it has been signed, and who are not members of the Union at that time shall be required to join the Union seven (7) days after the date of execution of this Agreement and remain members of the Union in good standing as a condition of employment for the duration of this Agreement.

Article XIV REPORTING FOR WORK

Paragraph 1. If any Employee of the Employer shows up in the morning for work and is not put to work for any reason whatsoever, he shall receive at least two (2) hours' pay.

Weather conditions shall be an exception to the requirement for "show up" on reporting pay provided the Employer has notified the Employee by telephone or has required in writing that the Employee call before he departs from home. The Employer must provide a definite and available phone number and must post this provision on each job site.

If any Employee of the Employer works any time in excess of four (4) hours after the starting time of any day, and he does not finish the day at work through no fault of his own, he shall receive eight (8) hours' pay.

The Employer agrees that no punitive action shall be taken against their Employees, if said Employees refuse to cross a picket line that may be placed on the job or project of their Employer.

Paragraph 2. In case of an accident requiring medical attention during working hours, Laborers shall be permitted to go for or be taken for medical attention at once, and shall be paid for lost time that day. In the event such injured Laborer is permitted to continue working by the doc

tor, but is required to return for periodic medical attention during working hours by the insurance physician or company doctor, such injured Laborer shall be paid for lost time, but not to exceed two (2) hours' pay for such visit to the doctor.

Article XV

TRAINING AND APPRENTICE PROGRAM

Paragraph 1. APPRENTICE COMMITTEE. MARBA and the Union shall create a Joint Apprenticeship Training Committee (JATC), consisting of three (3) management and three (3) Union appointees to draft a trust agreement, hire staff, develop apprenticeship standards and oversee implementation of the apprentice program. The Employer hereby adopts and shall be bound by the agreement and declaration of trust established by the JATC for the apprentice program, together with any amendments thereto, which are incorporated by reference herein. The JATC shall have authority to set and enforce penalties for violations of the apprenticeship rules.

Paragraph 2. APPRENTICESHIP AND TRAINING FUND. The Employer shall contribute ninety cents (\$0.90) per hour for each hour worked from June 1, 2021 to May 31, 2022 for all Employees who are covered under this Agreement to the Construction and General Laborers' District Council of Chicago and Vicinity Apprenticeship and Training Fund payable to the Training Fund or a designated appointee at the end of each month and such additional sums as the Union may designate in its sole discretion from its total economic package on June 1, 2022, June 1, 2023, June 1, 2024 and June 1, 2025 under this Agreement. The terms of the trust establishing the Fund are incorporated by reference herein and all terms regarding auditing, assessment, non-payments and grace periods as set out in the Collective Bargaining Agreement regarding payment of Welfare and Pension Fund contributions shall apply as if fully set forth herein for the Construction and General Laborers' District Council of Chicago and Vicinity Apprenticeship and Training Fund.

Paragraph 3. The term of apprenticeship shall be 2,400 hours, or two years, whichever occurs later, or such other duration as is mutually agreed by the Training and Apprenticeship Fund trustees. All Health and Welfare, Pension, Training Fund, Industry Advancement and other contributions required under this Agreement will commence immediately upon employment of an apprentice. Union affiliation will be required after seven (7) days of employment.

Paragraph 4. The wages per hour paid to apprentices shall be as follows:

1st six (6) months: . . . 60% of journeyman (base) wages
2nd six (6) months: . . . 70% of journeyman (base) wages
3rd six (6) months: . . . 80% of journeyman (base) wages
4th six (6) months: . . . 90% of journeyman (base) wages
After twenty-four
(24) months: 100% of journeyman (base) wages

Paragraph 5. The ratio of journeymen to Apprentices shall be six (6) Laborer journeymen to one (1) Laborer apprentice on a company-wide basis, with no more than twenty percent (20%) of Laborers being apprentices on any one job site of the Employer. Employers who employ a maximum of between one (1) and five (5) Laborer journeymen shall be entitled to one (1) Laborer apprentice, who may be assigned to jobsites irrespective of the twenty percent (20%) job site maximum specified in this provision.

Paragraph 6. Referral of apprentices will be through the Local Union with jurisdiction over the job site. Employers requesting apprentices will be assigned an apprentice by the JATC from the available apprentice pool. The JATC can limit the number of apprentices to that which is adequate for current needs and which can be properly trained by the program. Employers may recall their laid off apprentices to work, provided that the Employer complies with the ratios set forth in Paragraph 5. All apprentices must report their hours weekly to the JATC. All apprentices will be required to undergo testing by the

JATC for the presence of illegal substances at the time they enter the apprentice program.

Paragraph 7. MANDATORY APPRENTICESHIP.

Under the terms described below, all inexperienced Laborers employed under this Agreement shall enter the trade as apprentices. The Joint Apprenticeship Training Committee shall establish the rules and procedures to implement this mandate no later than January 1, 2019.

The mandatory apprenticeship terms shall include the following:

1. Employers shall be allowed to employ the individuals of their choice for apprenticeship, up to the maximum ratios in the Agreement, provided those individuals fulfill the conditions and requirements of the apprentice program. No Employer shall be refused sponsorship of an eligible apprenticeship applicant due to lack of openings in the apprenticeship program. There shall be no limit to the number of apprentices an employer can sponsor provided however that the employer shall not exceed the employment of apprentice ratios contained in the Agreement.

2. Other terms of employment for apprentices shall be as set forth in this Article unless otherwise agreed by the JATC.

Article XVI

SETTLEMENT OF DISPUTES

Paragraph 1. Any dispute concerning the interpretation or application of this Agreement between an Employer and the Union shall be adjusted by the particular Employer and Union, in the first instance. Jurisdictional disputes (that is, competing claims for the assignment of work) are not subject to being processed through this grievance procedure.

Paragraph 2. In the event that the matter is not settled, the Union may file a written grievance, which shall be submitted to a Joint Grievance Committee (hereinafter the "JGC") comprised of three (3) Employer representa-

tives selected by MARBA and three (3) Union representatives selected by the Construction and General Laborers' District Council of Chicago and Vicinity, which shall convene monthly. The JGC shall adopt its own rules of procedure. The Union must file the grievance within forty-five (45) days of the date of the occurrence giving rise to the grievance or when the affected Employee knew or reasonably should have known of the existence of the grievance. Grievances not filed within the forty-five (45) day period are deemed waived and are not subject to being processed through this procedure. The determination of the JGC shall be governed by majority vote, provided that the Employer representatives and Union representatives shall have equal voting power. If decided by majority vote, the grievance determination and any relief determined to be appropriate shall be final and binding upon all parties.

Laborers who prevail in their grievances shall be compensated for two (2) hours lost time to attend the JGC Grievance hearing. Grievances shall be dismissed if the grievant fails to appear at the scheduled hearing and no continuance is granted by the JGC.

Paragraph 3. In the event that the JGC is deadlocked upon the disposition of a grievance, then the Union or the Employer may refer the matter to arbitration by so notifying the other within thirty (30) days of the date of the JGC decision. The moving party shall obtain a list of seven (7) arbitrators from the Federal Mediation and Conciliation Service, provided that all arbitrators maintain their principal office in the Chicago area. The party selected by lot shall strike the first name from the list, then parties shall alternately strike names from the list until one arbitrator remains.

Grievances alleging a violation of Article I of this Agreement shall be initiated with the designated company official and may be processed under the grievance procedure contained herein or advanced directly to arbitration at the discretion of the Union. Such grievances shall be subject to the same forty-five (45) day time limitation as provided under this Article. In the event the Union elects

to proceed directly to arbitration over a grievance concerning a violation of Article I of this Agreement said grievance must be referred to an arbitrator within thirty (30) days from the date of filing. The parties to the grievance may agree to extend the time in which the grievance is to be referred to an arbitrator by written mutual agreement. If the Union does not timely elect to proceed directly to arbitration of the grievance, the grievance shall be heard by the JGC and the process set forth in paragraphs 2 and 3 above shall apply.

Paragraph 4. The decision of the arbitrator shall be final and binding upon all parties. The arbitrator shall not be empowered to amend, alter or add to this Agreement. The arbitrator's expenses shall be jointly paid by the Employer and the Local Union between whom the grievance exists.

Paragraph 5. Any party who fails to comply with an award within seven (7) days' notice of an arbitrator's award or the JGC determination shall be responsible for an additional ten percent (10%) liquidated damages on any monetary award and all court costs and reasonable attorney fees actually incurred by the party enforcing the award.

Paragraph 6. With regard to this Article, the Union reserves its right, and it shall not be a violation of this Agreement, for the Union to strike, picket and/or withdraw its Employees from any Employer who fails to pay wages or fringe benefits as required under this Agreement. Except as provided in this Article, there shall be no strike, slowdown, withdrawal of men or other concerted refusal to work by the Union or the Employees during the term of this Agreement. Further, there shall be no lockout by the Employer. The Employer further agrees that no punitive action shall be taken against its Employees if said Employees refuse to cross a picket line that may be placed on the job or project of their Employer.

Paragraph 7. WAGE AUDITS. Where the grievance concerns wages that are reflected in a wage audit showing a pattern or practice of wage underpayment, the grievance

must be filed within forty-five (45) days after the Union's receipt of the audit. The recovery of any wages shall be limited to the two-year period preceding the grievance filing date (or three years if so determined for cause by the Joint Grievance Committee). In cases where an Employee was knowingly complicit in the underpayment of wages, that Employee shall be limited to receiving unpaid wages from the last forty-five (45) days and the additional amounts assessed against the Employer shall first be paid to defray the audit costs and thereafter as directed by the Joint Grievance Committee.

Article XVII

ALCOHOL AND SUBSTANCE ABUSE

The parties incorporate the CISCO Uniform Drug/Alcohol Abuse Program, as modified, attached hereto as Addendum.

It is recognized that some client owners require additional substance abuse procedures to be followed on their projects for all trades, and it shall not be a violation of this agreement for signatory Employers to comply with such procedures, provided prior written notification is given to the District Council.

Article XVIII

PRE-JOB CONFERENCES

If the Union elects, a pre-job conference prior to commencement of work shall be held or if need is for additional men after the job has started, then the conference shall be held before the additional hiring commences if the Union elects. At the pre-job conference, the Employer shall advise the Union of its requirements as to workmen required in the respective classifications, the probable starting date, duration of the job, subcontractors, and working schedules.

ARTICLE XIX

KEY MAN

The Employer may utilize no more than one (1) Laborer at a job site as its key man who resides outside the geographic area covered by this Agreement. This limitation shall not apply to any Laborer who works regularly and continuously within the geographic area covered by this Agreement. Exceptions can be made with the parties' mutual agreement in order to obtain reciprocal arrangements with other jurisdictions.

ARTICLE XX

ACCESS TO PREMISES

Authorized representatives of the Union shall have access to all construction projects, provided that they first notify the Employer of their arrival, that they do not stop the progress of the project (except to the extent as may be authorized in this Agreement), and provided further that such representatives fully comply with the visitor and security rules established for the construction project by the general contractor and the owner. It shall be the duty of the Employer to provide adequate passes, as requested by the Union, provided the Employer is able to do so.

ARTICLE XXI

PUBLIC HEALTH EMERGENCIES

In any county or portion thereof covered by this Agreement, if the Illinois Governor declares a public health emergency, and for the duration thereof, the Employer shall abide by recommendations from the Centers for Disease Control and Prevention (CDC) and the Illinois Department of Public Health (IDPH), and all applicable laws and regulations, for construction worker health and safety. If the Employer fails to timely comply with such requirements after notice from and discussion with the Union (including the District Council if requested), the Union may withdraw employees from any worksite not in compliance herewith.

ARTICLE XXII

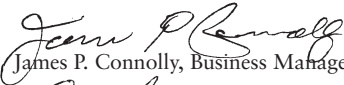
APPROVAL

Paragraph 1. EMPLOYERS' WARRANTY. The signatory Associations and its bargaining association represent and warrant that they are the bargaining agents of all the individual Employers of the signatory Associations who are now or hereafter become members of said Associations and who assign to one or more of the Associations full authority to negotiate and execute this Agreement.

Paragraph 2. EXECUTION. It is expressly agreed and understood that execution of this Agreement by authorized representatives of the signatory Associations shall be conclusively presumed sufficient legal execution by all individual contractors represented by said Associations and that individual executions are not required for this Agreement to be binding on such Contractors.

Paragraph 3. SAVINGS CLAUSE. Any provision contained herein which is contrary to or held to be in violation of any State or Federal Law shall be void and of no force or effect, and this Contract shall be construed as though such void provision were not a part hereof; it being intended that the other provisions of this Contract shall not be affected thereby.

CONSTRUCTION AND GENERAL LABORERS'
DISTRICT COUNCIL OF CHICAGO AND VICINITY

By:  James P. Connolly, Business Manager

By:  Charles LoVerde III, Secretary-Treasurer

ILLINOIS ROAD AND TRANSPORTATION
BUILDERS ASSOCIATION

BY THE MID-AMERICA REGIONAL
BARGAINING ASSOCIATION

By:  Seth Gudeman, Chairman

ADDENDUM

CONSTRUCTION INDUSTRY SERVICE CORPORATION JOINT LABOR-MANAGEMENT UNIFORM DRUG/ALCOHOL ABUSE PROGRAM

I. Policy Statement

The parties recognize the problems created by drug and alcohol abuse and the need to develop prevention and treatment programs. (Company Name), and the signatory unions seek to protect people and property, and to provide a safe working environment. The purpose of the following program is to establish and maintain a drug free, alcohol free, safe, health work environment for all of its Employees.

II. Definitions

a. Company Premises - The term "Company Premises" as used in this policy includes all property, facilities, land, buildings, structures, automobiles, trucks and other vehicles owned, leased or used by the company. Construction job sites for which the company has responsibility are included.

b. Prohibited Items & Substances - Prohibited substances include illegal drugs (including controlled substances, look alike drugs and designer drugs), alcohol beverages, and drug paraphernalia in the possession of or being used by an Employee on the job.

c. Employee - Individuals, who perform work for (Company Name), including, but not limited to, management, supervision, engineering, craft workers and clerical personnel.

d. Accident - Any event resulting in injury to a person or property to which an Employee, or contractor/contractor's Employee, contributed as a direct or indirect cause.

e. Incident - An event which has all the attributes of an accident, except that no harm was caused to person or property.

f. Reasonable Cause - Reasonable cause shall be defined as excessive tardiness, excessive absenteeism, and erratic behavior such as noticeable imbalance, incoherence, and disorientation.

III. Confidentiality

a. All parties to this policy and program have only the interest of Employees in mind, therefore, encourage any Employee with a substance abuse problem to come forward and voluntarily accept our assistance in dealing with the illness. An Employee assistance program will provide guidance and direction for you during your recovery period. If you volunteer for help, the company will make every reasonable effort to return you to work upon your recovery. The company will also take action to assure that your illness is handled in a confidential manner.

b. All actions taken under this policy and program will be confidential and disclosed only to those with a "need to know".

c. When a test is required, the specimen will be identified by a code number, not by name, to insure confidentiality of the donor. Each specimen container will be properly labeled and made tamper proof. The donor must witness this procedure.

d. Unless an initial positive result is confirmed as positive, it shall be deemed negative and reported by the laboratory as such.

e. The handling and transportation of such specimen will be properly documented through the strict chain of custody procedures.

IV. Rules - Disciplinary Actions - Grievance Procedures

1. Rules - All Employees must report to work in a physical condition that will enable them to perform their jobs in a save and efficient manner. Employees shall not:

a. Use, possess, dispense or receive prohibited substances on or at the job site; or

b. report to work with any measurable amount of prohibited substances in their systems.

2. Discipline - When the company has reasonable cause to believe an Employee is under the influence of a prohibited substance, for reasons of safety, the Employee may be suspended until test results are available. If no test results are received after three (3) working days, the Employee, if available, shall be returned to work with back pay. If the test results prove negative, the Employee shall be reinstated with back pay. In all other cases:

a. Applicants testing positive for drug use will not be hired.

b. Employees who have not voluntarily come forward, and who test positive for drug use, will be terminated.

c. Employees who refuse to cooperate with testing procedures will be terminated.

d. Employees found in possession of drugs or drug paraphernalia will be terminated.

e. Employees found selling or distributing drugs will be terminated.

f. Employees found under the influence of alcohol while on duty, or while operating a company vehicle, will be subject to termination.

3. Prescription Drugs - Employees using prescription medication which may impair the performance of job duties, either mental or motor functions, must immediately inform their supervisors of such prescription drug use. For the safety of all Employees, the company will consult with you and your physician to determine if a re-assignment of duties is necessary. The company will attempt to accommodate your needs by making any appropriate reassignment. However, if a re-assignment is not possible, you will be placed on temporary medical leave until released as fit for duty by a prescribed physician.

4. Grievance - All aspects of this policy and program shall be subject to the grievance procedure contained in the applicable collective bargaining agreement.

V. Drug/Alcohol Testing

The parties to this policy and program agree that under certain circumstances, the company will find it necessary to conduct drug and alcohol testing. While “random” testing is not necessary for the proper operations of this policy and program, it may be necessary to require testing under the following conditions:

a. A pre-employment drug and alcohol test may be administered to all applicants for employment. Employees recalled to work by an Employer, and Employees referred to an Employer by the Union who are requested to be tested, shall be compensated at their regular hourly rate of pay for the time required in such testing;

b. A test may be administered in the event a supervisor has a reasonable cause to believe that the Employee has reported to work under the influence, or is or has been under the influence while on the job; or has violated this drug policy. During the process of establishing reasonable cause for testing, the Employee has the right to request his on- site representative to be present;

c. Testing may be required if an Employee is involved in a workplace accident/incident or if there is a workplace injury;

d. Testing may be required as part of a follow-up to counseling or rehabilitation for substance abuse, for up to a one (1) year period.

Each Employee will be required to sign a consent and chain of custody form, assuring proper documentation and accuracy. If an Employee refuses to sign a consent form authorizing the test, ongoing employment by the company will be terminated.

Drug testing will be conducted by an independent accredited laboratory (National Institute on Drug Abuse

and/or College of American Pathology), and may consist of either blood or urine tests, or both as required. Blood tests will be utilized for post accident investigation only.

The company will bear the costs of all testing procedures.

VI. Rehabilitation and Employee Assistance Program

Employees are encouraged to seek help for a drug or alcohol problem before it deteriorates into a disciplinary matter. If an Employee voluntarily notifies supervision that he or she may have a substance abuse problem, the company will assist in locating a suitable Employee assistance program for treatment, and will counsel the Employee regarding medical benefits available under the company or Union health and welfare/insurance program.

If treatment necessitates time away from work, the company shall provide for the Employee an unpaid leave of absence for purposes of participation in an agreed upon treatment program. An Employee who successfully completes a rehabilitation program shall be reinstated to his/her former employment status, if work for which he/she is qualified exists.

Employees returning to work after successfully completing the rehabilitation program will be subject to drug tests without prior notice for a period of one year. A positive test will then result in disciplinary action as previously outlined in this policy and program.

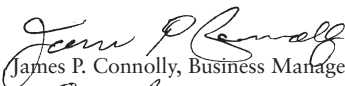
WORK RULES COMMITTEE

The Union and MARBA together shall create a Work Rules Committee consisting of an equal number of members representing each party with no more than three (3) persons from each. Alternate members may be appointed. The purpose of this Committee shall be to consider, discuss, and propose, under appropriate circumstances, Work Rule changes to the Agreements.

No discussions by or meetings of the Committee shall be considered to be a reopening of the Agreements. At all times, the no-strike and no-lockout provisions of the Agreements shall remain in full force and effect.

Any Work Rule changes proposed by the Committee must be ratified by the Union and MARBA.

CONSTRUCTION AND GENERAL LABORERS' DISTRICT COUNCIL OF CHICAGO AND VICINITY

By:  James P. Connolly, Business Manager

By:  Charles LoVerde III, Secretary-Treasurer

ILLINOIS ROAD AND TRANSPORTATION BUILDERS ASSOCIATION

BY THE MID-AMERICA REGIONAL BARGAINING ASSOCIATION

By:  Seth Gudeman, Chairman

Side Letter #1

Understanding the importance of verifying the prevailing wage under Illinois law and under the Davis-Bacon Act, the parties have agreed to meet during the contract term to develop a mutually agreeable procedure to provide information necessary to the Illinois Department of Labor to confirm the prevailing wage rate for work performed in the counties covered by their labor agreements.

Side Letter #2

This serves to confirm our discussions during the 2017 labor negotiations concerning Union proposal No. 4, accepted by MARBA, which provides as follows: “*Revise language to state “each hour worked by all Employees who are covered by this Agreement..... “*”

As we discussed, the intent of the proposal is to better enable the fringe benefit funds to seek contributions from those employers who may split hours worked by employees covered by the MARBA agreements; and further, that the intent is not to change which employees are covered by the Agreement. The parties also agreed that the language is not intended to permit employers to “buy” benefits for certain workers by having employees, otherwise not covered by the labor agreements, perform Laborers’ work on an insignificant basis.

To that end, the parties agreed that the Trustees of the fringe benefit funds will formulate a policy that encapsulates the aforementioned intent of the agreed upon language.

NOTES

[illegible]

NOTES

[illegible]

JUNE 1, 2021 TO MAY 31, 2026

BUILDING AGREEMENT

between the

**CHICAGOLAND ASSOCIATED
GENERAL CONTRACTORS**

**MASON CONTRACTORS' ASSOCIATION
OF GREATER CHICAGO**

GREAT LAKES CONSTRUCTION ASSOCIATION

Represented by the

**MID-AMERICA REGIONAL BARGAINING
ASSOCIATION**

and the

**CONSTRUCTION AND GENERAL
LABORERS' DISTRICT COUNCIL
OF CHICAGO AND VICINITY**

TABLE OF CONTENTS

Article	Page
I EQUAL OPPORTUNITY	5
II HOURS AND OVERTIME	5
III MULTIPLE SHIFTS	7
IV SUNDAYS, HOLIDAYS AND ELECTION DAYS	7
V UNION SECURITY	10
VI CHECK-OFF & DUES DEDUCTIONS	10
VII SUBCONTRACTING	12
VIII WAGES	13
Dosimeter Use	15
Power Pac	15
Westchester Health and Welfare	15
Westchester Pension Fund	16
Fox Valley Health and Welfare	19
Fox Valley Pension Fund	22
Reciprocity	25
Excess Benefit Fund	25
Chicagoland Laborers' Vacation Fund	26
Chicagoland Laborers' Annuity Fund	26
Supervisors	26
Out of Town Work	27
Special Rules for Bonding	27
Withdrawal of Employees	28
IX BONDING	28
Withdrawal of Employees	29
X INDUSTRY FUND	30
XI PARTICULAR WORK RULES AND CLARIFICATION OF CONDITIONS	31
Foreman	34
Direct Deposit	35
Liquidated Damages	36
Hiring Hall	37

Article	Page
Key Man	37
Public Health Emergencies	38
XII STEWARDS	38
XIII REPORTING FOR WORK	40
XIV PAYDAY	40
XV TRAINING APPRENTICE PROGRAM	41
Apprentice Committee	41
Apprenticeship & Training Fund	42
Mandatory Apprenticeship	43
XVI SETTLEMENT OF DISPUTES	44
Wage Audits	46
XVII BRANCHES OF WORK	47
Recognition of Bargaining Representative	47
Branches of Work Covered Herein	48
Work Not Included	59
Wrecking	59
Wrecking: Complete Demolition.	59
Flying Forms	59
XVIII ALCOHOL AND SUBSTANCE ABUSE	60
XIX PRE-JOB CONFERENCES	60
XX ACCESS TO PREMISES	61
XXI APPROVALS	61
Savings Clause	61
Employer's Warranty	62
Execution	62
SIGNATURE OF PARTIES	62
ADDENDUM	63
Construction Industry Service Corporation	
Uniform Drug/Alcohol Abuse Program	63
Work Rules Committee	68
SIDE LETTER 1	69
SIDE LETTER 2	69

JUNE 1, 2021 TO MAY 31, 2026

BUILDING AGREEMENT

between the

**CHICAGOLAND ASSOCIATED
GENERAL CONTRACTORS**

**MASON CONTRACTORS' ASSOCIATION
OF GREATER CHICAGO**

GREAT LAKES CONSTRUCTION ASSOCIATION

Represented by the

**MID-AMERICA REGIONAL BARGAINING
ASSOCIATION**

and the

**CONSTRUCTION AND GENERAL
LABORERS' DISTRICT COUNCIL
OF CHICAGO AND VICINITY**

TERM OF CONTRACT

This AGREEMENT entered into this 1st day of June, 2021, for Cook, DuPage, Lake, Will, Grundy, Kendall, Kane, McHenry and Boone Counties by and between the CHICAGOLAND ASSOCIATED GENERAL CONTRACTORS, the MASON CONTRACTORS' ASSOCIATION OF GREATER CHICAGO, and the GREAT LAKES CONSTRUCTION ASSOCIATION represented by the MID-AMERICA REGIONAL BARGAINING ASSOCIATION, hereinafter referred to as EMPLOYER, and CONSTRUCTION AND GENERAL LABORERS' DISTRICT COUNCIL OF CHICAGO AND VICINITY, for and on behalf of its affiliated local Unions, hereinafter referred to as the UNION, shall remain in full force and effect until 11:59 p.m. on May 31, 2026.

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

ARTICLE I EQUAL OPPORTUNITY

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

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

ARTICLE II HOURS AND OVERTIME

Paragraph 1. A single shift, eight (8) hours per day, between the hours of 7:00 a.m. and 3:30 p.m., Monday through Friday, shall constitute the normal workday and straight time shall be paid.

On Monday through Friday, the first eight (8) hours’ work shall be paid at straight time, the next four (4) hours at time and one-half, and double time thereafter.

On Saturdays, time and one-half will be paid for the first ten (10) hours worked and double time thereafter. On Sundays, all hours are to be paid at the rate of double time until the start of the Monday shift.

Unless the Employer is delinquent in the payment of fringe benefit fund contributions or working dues, has

failed to comply with a JCG or arbitration award, or is in violation of JATC rules, in weeks that have designated holidays, but not more often than six (6) times per year, the Employer may schedule four (4) consecutive ten (10) hour work days at straight time. The four (4) ten-hour workdays can be nonconsecutive if the other trades working alongside the Laborers are working the same schedule. In order to use this alternate work schedule, the Union and the Employees must have notice no later than four o'clock pm on the preceding Friday. The notice to the Union shall be through the District Council's web portal.

Paragraph 2. Starting times may be adjusted by the Employer, upon notice to and clearance by the Union, from 6:00 a.m. to 9:00 a.m. at straight time.

Double time will be paid for all hours worked before 6:00 a.m. unless multiple shifts are working.

It is the Employer's responsibility to inform the Employee and obtain clearance from the Union of any change in starting time prior to quitting time the day before such change is to be effective.

Paragraph 3. During the period between April 1 and November 30, no more than once per calendar month, one designated Saturday may be used as a make-up day, due to inclement weather, at straight time while tending masons; provided, however, that after forty (40) hours have been worked, time and one-half will be paid. Contractors utilizing this provision shall notify the Union in writing, by no later than 4:00 pm on the Friday preceding the make-up day, on a form provided by the Union, specifying the date and location of the make-up work to be performed and the employees so working. An Employer who violates this section shall pay as a penalty double time for all hours worked.

Paragraph 4. When one-night shift is used to perform emergency work which cannot be done during the normal work day, such work shall be paid for at time and one-half for the first eight (8) hours, and double time thereafter.

Paragraph 5. When work to be performed in occupied buildings is of such a nature that it is not appropriate or practical during the regular work day, such as renovation, alteration and modernization, such work may be performed at an adjusted time; provided a pre-job conference takes place, between the Business Manager with jurisdiction over the worksite and the Employer, and permission is granted by the Union. Contractors utilizing the provision shall notify the Union by requesting the pre-job conference on the form provided by the Union.

By mutual consent of the Employer and the Union, the starting and quitting times of any shift, including day work, may be changed for all or any portion of a particular job. However, the adjusted shift shall run a minimum of three (3) consecutive days. All Employees working under this provision shall receive eight (8) hours pay for seven (7) hours worked. Laborers working through lunch on this shift shall be compensated one (1) additional hour of pay in addition to pay for all hours worked. Any and all work in excess of seven (7) hours under this provision shall be paid at the rate of double time. An Employer who violates this section shall pay, as a penalty, double time for all hours worked. Where the adjusted shift runs less than three (3) consecutive days, Laborers shall be paid in accordance with Paragraph 4 (Emergency Work).

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

ARTICLE III MULTIPLE SHIFTS

Paragraph 1. When it is necessary that the contractor use more than one shift for a period of three (3) or more consecutive days, the Union shall be notified twenty-four (24) hours in advance of the effective date of the starting of such multiple shift operations.

Paragraph 2. On Multiple Shift arrangements, the work week shall start at 12 o'clock midnight Sunday, and

continue until 11:59 p.m. Friday. In no event shall the regular working hours of different shifts overlap.

Paragraph 3. When three (3) eight (8) hour shifts are used, the employees shall receive eight (8) hours' pay for seven and one-half (7½) hours worked; which shall include one-half (½) hour for eating within the (7½) hours.

It shall be a violation of this Agreement if an Employee does not receive eight (8) hours' pay. Employees who work seven and one-half (7½) hours on a shift without receiving one-half (½) hour lunch shall receive, in addition to the eight (8) hours' pay, one (1) hours' pay at time and one-half.

Paragraph 4. When two twelve (12) hour shifts are used, an eating period of one-half (½) hour shall be allowed within each shift without deductions in pay, and all time in excess of eight (8) hours shall be paid at the overtime rates, that is to say, the two and one-half (2½) hours immediately following the first eight (8) hours shall be paid for at the rate of time and one-half, and double time thereafter.

Employees who work one of two (2) twelve (12) hour shifts without receiving a one-half (½) hour lunch shall receive, in addition to the twelve (12) hours' pay as provided in this Section, one-half (½) hour pay at double time.

Paragraph 5. When two (2) eight (8) hour or two (2) ten (10) hour shifts are used, an eating period of one-half (½) hour shall be allowed, but not paid for, and all time in excess of eight (8) hours worked shall be paid at overtime rates (that is, two and one-half (2½) hours immediately following the first eight (8) hours shall be paid for at the rate of time and one-half, and double time thereafter).

Paragraph 6. On Saturday, other than single time shift, shift work shall start at 12:01 a.m. and the first eight (8) hours of each shift shall be paid for at the rate of time and one-half, and thereafter double time shall be paid; however, under no conditions shall more than eight (8) hours be worked at the rate of time and one-half on any one shift.

ARTICLE IV

SUNDAYS, HOLIDAYS AND ELECTION DAYS

Paragraph 1. All work performed on Sundays or on the following holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day, or on Mondays when such holidays are celebrated, shall be paid for at the double time rate. There shall be no work performed on Labor Day, excepting in case of dire emergency, and with the written consent of the District Council. If a holiday falls on a Sunday, it shall be celebrated on the following Monday. If a holiday falls on a day other than Sunday, it shall be celebrated on that date.

Paragraph 2. On Election Days, the individual employed in this trade shall be allowed time not to exceed two (2) hours, without pay, for the purpose of voting, provided that the worker on the job has given notice to the Employer or his agent and has made arrangements no less than twenty-four (24) hours in advance, to receive such time off.

Paragraph 3. When a holiday falls on Monday through Friday, make-up days on Saturday shall be paid at time and one-half for the first ten (10) hours and double time thereafter.

Paragraph 4. Unless the Employer is delinquent in the payment of fringe benefit fund contributions or working dues, has failed to comply with a JGC or arbitration award, or is in violation of JATC rules, in weeks that have designated holidays, but not more often than six (6) times per year, the Employer may schedule four (4) consecutive ten (10) hour work days at straight time. The four (4) ten-hour workdays can be nonconsecutive if the other trades working alongside the Laborers are working the same schedule. In order to use this alternate work schedule, the Union and the Employees must have notice no later than four o'clock pm on the preceding Friday. The notice to the Union shall be through the District Council's web portal.

ARTICLE V UNION SECURITY

All new Employees shall be required to join the Union after the expiration of seven (7) days of employment or seven (7) days after the execution date of this Agreement, whichever is later, and shall remain members of the Union in good standing as a condition of continued employment.

Good standing shall mean payment of the initiation fees and both working and non-working dues uniformly required as a condition of acquiring or retaining membership in a Local Union. Employees covered by this Agreement at the time it is signed, and who are members of the Union at that time, shall be required as a condition of continued employment, to continue membership in the Union for the duration of this Agreement. Employees covered by this Agreement at the time it has been signed, and who are not members of the Union at that time shall be required to join the Union seven (7) days after the date of execution of this Agreement and remain members of the Union in good standing for the duration of this Agreement.

ARTICLE VI CHECK-OFF & DUES DEDUCTIONS

Paragraph 1. Employers also agree to deduct from the gross payroll earnings payable to an Employee covered by this Agreement, initiation fees and quarterly Union dues insofar as permitted by state and federal laws upon receipt and in accordance with a duly executed authorization form from the Employee. Said authorization form shall not be revocable for a period of more than one (1) year or prior to the termination date of this Agreement, whichever occurs sooner.

Paragraph 2. All Employers covered by this Agreement shall deduct from the gross payroll earnings of Employees covered by said contract, working dues in the amount designated by the Union and shall remit mon^{thly}

to the Union office the sums so deducted, together with an accurate list of Employees from whose wages said dues were deducted and the amounts applicable to each Employee, not later than the 10th day of the month next following the month for which such deductions were made. Dues remittance reports shall include a report of the hours worked and wages earned by each Laborer. Employers who fail to timely remit Union dues shall be assessed an additional ten percent (10%) liquidated damages. The Union shall give thirty (30) days' prior written notice to the Employer of any change in the rate of dues to be deducted and remitted.

Paragraph 3. It is the intention of the parties that such deductions shall comply with the requirements of Section 302(c)(4) of the Labor Management Relations Act of 1947, as amended, and that such deductions be made only pursuant to written assignments from each Employee on whose account such deductions are made, which assignment shall not be revocable for a period of more than one (1) year, or prior to the termination date of this Agreement, whichever occurs sooner.

Paragraph 4. The Union agrees that it will indemnify and hold harmless the Employer from any and all claims, suits, causes of action, or otherwise, as regards the creation and administration of the dues check-off established by this Article and such indemnity and agreement to hold harmless shall include the payment of costs and attorneys' fees on behalf of the beneficiaries of such indemnity.

Paragraph 5. Should any Employer fail to remit dues to the Union as required under this Agreement, the Employer shall be liable for and pay all costs of collection, including reasonable audit expenses and reasonable attorney fees and costs. The Union may file suit, or remove Employees that it represents, or both, for non-remittance or underpayment of dues by an Employer.

Paragraph 6. Effective June 1, 2022, the Employer shall submit monthly dues remittance reports to the Union through the District Council web portal.

ARTICLE VII SUBCONTRACTING

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

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

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

ARTICLE VIII

WAGES

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

The wage rates include a total economic increase of two dollars and forty-five cents (\$2.45) per hour effective June 1, 2021 to May 31, 2022, two dollars and fifty cents (2.50) per hour total economic increase effective June 1, 2022 to May 31, 2023, two dollars and fifty-five cents (\$2.55) per hour total economic increase effective June 1, 2023 to May 31, 2024, two dollars and sixty cents (\$2.60) per hour total economic increase effective June 1, 2024 to May 31, 2025, and two dollars and sixty-five cents (\$2.65) per hour total economic increase effective June 1, 2025 to May 21, 2026.

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

For the economic increases listed above, the Union shall also have discretion to allocate to another fund(s) to be established, up to a maximum of thirty cents (\$0.30) per hour over the term of the Agreement (up to twelve cents (\$0.12) in the first year and up to eighteen cents (\$0.18) over the remaining years.) The fund(s) shall indemnify and hold harmless Employers who have assigned their bargaining rights to a MARBA-represented Association for purposes of collective bargaining with the Union, and the MARBA-represented Associations party

to this Agreement, and MARBA, as regards the creation, implementation and operation of the fund(s), other than the obligation to contribute the designated amounts to the fund(s), and such indemnity and hold harmless shall include the payment of all reasonable costs and attorney's fees actually incurred on behalf of the Employer. The Employer shall give prompt notice to the fund(s) of any claims asserted or suits filed that are subject to indemnification.

<u>CLASSIFICATION</u>	<u>6/1/21</u>	<u>6/1/22</u>	<u>6/1/23</u>	<u>6/1/24</u>	<u>6/1/25</u>
Building Laborers	\$45.90	\$2.50*	\$2.55*	\$2.60*	\$2.65*
Fire Brick Work and Boiler Setter Laborers	46.225				
Jackhammerman (On Firebrick Work Only)	46.175				
Boiler Setter Plastic Laborers	46.35				
Chimney Laborers (Over 40 Feet)	46.00				
Chimney on Firebrick	46.25				
Scaffold Laborers	46.00				
Caisson Diggers	46.25				
Jackhammerman	46.125				
Power Driven Concrete Saws, Other Power Equipment	46.125				
Stone Derrickman and Handlers	46.10				
Fireproofing and Fire Shop Laborers	45.90				
Well Point System Men	46.25				
Pumps for Dewatering, other Unclassified Laborers	45.90				
Windlass and Capstan Person	46.05				
Cement Gun Nozzle Laborers (Gunite)	46.05				
Cement Gun Laborers	45.975				
Plaster Laborers	45.90				

* allocated by Union in its discretion provided sufficient funds shall be allocated to pension fund to remain in green status
(See above paragraph)

Material Testing Laborer I

(Hand coring and drilling for testing of materials; field inspection of uncured concrete and asphalt) . . . 35.90

Material Testing Laborer II

(Field Inspection of welds, structural steel, fireproofing, masonry, soil, facade, reinforcing steel, formwork, cured concrete, and concrete and asphalt batch plants; adjusting proportions of bituminous mixtures.) 40.90

Apprentices (1st 6 months)	60% of base rate	\$27.54
Apprentices (2nd 6 months)	70% of base rate	\$32.13
Apprentices (3rd 6 months)	80% of base rate	\$36.72
Apprentices (4th 6 months)	90% of base rate	\$41.31
Apprentices (after 24 months)	100% of base rate	\$45.90

Sub-Foremen shall receive \$0.45 premium wages over and above top Laborers’ Scale under his supervision.

Building Labor Foremen, General Foremen and Superintendents shall receive \$0.75 premium wages over and above top Laborers’ Scale under his supervision.

Dosimeter Use. A premium of One (\$1.00) Dollar per hour shall be paid to any Laborer required to work with a dosimeter used for monitoring nuclear exposure or with any similar instrument or measuring device.

Power Pac. When a Laborer uses a power driven piece of equipment he shall be paid the rate of pay of the tool at the end of the power pac.

Paragraph 2A. WESTCHESTER HEALTH AND WELFARE. Employers that employ Employees who participate in the Health and Welfare Department of Construction and General Laborers’ District Council of Chicago and Vicinity may contribute directly to these funds in the amounts allocated for the Westchester Funds by the Union from the economic package and will be subject to the following.

Beginning the period from June 1, 2021 to May 31, 2022, the Employer agrees to make Health and Welfare contributions of sixteen dollars and fifty-five cents

(\$16.55) per hour for each hour worked by all Employees who are covered by this Agreement in addition to the wages herein stipulated. This sixteen dollars and fifty-five cents (\$16.55) per hour shall be paid to the Health and Welfare Department of Construction and General Laborers' District Council of Chicago and Vicinity or a designated appointee at the end of each month.

That for the periods June 1, 2022 to May 31, 2023; June 1, 2023 to May 31, 2024 and June 1, 2024 to May 31, 2025, and June 1, 2025 to May 31, 2026; that on May 1 of each year, if able, but not later than June 1, the Union in its sole discretion, shall determine the amount of additional contributions to Welfare and/or Pension and Training to be allocated from the economic package for that year. (See Article VIII, Paragraph 1).

The Employer agrees to be bound by the Agreements and Declarations of Trust establishing the Health and Welfare Department of Construction and General Laborers' District Council of Chicago and Vicinity, as well as any amendments thereto.

Paragraph 2B. WESTCHESTER PENSION. Employers that employ Employees who participate in the Laborers' Pension Fund may contribute directly to these funds in the amounts allocated for the Westchester Funds by the Union from the economic package and will be subject to the following.

Beginning June 1, 2021, the Employer agrees to make a pension contribution of fourteen dollars and seventy-one cents (\$14.71) per hour for each hour worked by all Employees who are covered by this Agreement in addition to the wages and welfare payments herein stipulated. This fourteen dollars and seventy-one cents (\$14.71) per hour shall be paid to the Laborers' Pension Fund or to a designated appointee at the end of each month.

That for the periods June 1, 2022 to May 31, 2023; June 1, 2023 to May 31, 2024, June 1, 2024 to May 31, 2025, and June 1, 2025 to May 31, 2026 that on May 1

of each year, if able, but not later than June 1, the Union in its sole discretion, shall determine the amount of additional contributions to Welfare and/or Pension and Training to be allocated from the economic package for that year (See Article VIII, Paragraph 1). The Union agrees that it shall allocate sufficient funds to the pension fund of the Union from the total economic package increases set forth above in each year of this agreement such that the pension fund remains in green status as defined by the Pension Protection Act of 2006, or any successor legislation.

The Employer agrees to be bound by the Agreements and Declarations of Trust establishing the Laborers' Pension Fund, as well as any amendments thereto.

The parties agree that the Employer shall make lump sum contributions to Employee fringe benefit accounts, administered by the Trustees on behalf of each Employee. It is further agreed that such contribution shall be accompanied by a breakdown of payment according to appropriate benefits.

Contributions to all fringe benefit funds under this Agreement shall be made in increments of no less than one-half hour for each half-hour or portion thereof an employee performs covered work.

The Trustees of the Welfare Fund and the Trustees of the Pension Fund shall, among other things, have authority to determine the type and amount of benefits to be provided in each of said funds, the eligibility rules governing entitlement to benefits, and whether and to what extent benefits are to be provided for covered Employees.

The failure of the Employer to contribute to the said Welfare or Pension Funds when the same is established, as provided herein, shall for the purposes of the remedies the Union may pursue, be deemed the same as the failure of the Employer to pay wages, and the Union shall be permitted to remove workers whom they represent for non-payment of such contributions, anything to the contrary in this Agreement notwithstanding.

A grace period of thirty (30) days shall be granted for Employers to submit reports and contributions as provided. Said reports and contributions not received during this grace period shall be assessed liquidated damages amounting to ten (10%) percent of the amount of the contributions which are owed. The Employer acknowledges that the liquidated damages shall be used to defer administrative costs arising by said delinquency and acknowledges the costs to be actual and substantial, though difficult to ascertain. However, the Employer acknowledges these costs to be at a minimum of ten (10%) percent, waiving the necessity of any additional proof thereof. In addition, the delinquent contributions shall bear interest at a maximum legal rate of interest per annum from the due date until they are paid.

Further, in the event the Trustees refer the account to legal counsel for collection, the delinquent Employer shall be liable for reasonable attorneys' fees, and for all reasonable costs incurred in the collection process, including court fees, audit fees, etc.

Reasonable attorneys' fees shall mean: All reasonable attorneys' fees in the amounts for which the Trustees become legally bound to pay, including recovery of liquidated damages, interests, audit costs, filing fees, and any other expenses incurred by the Trustees.

The Trustees of the aforementioned Welfare and Pension Funds and the Union shall have the authority to audit the books and records of a participating Employer, either directly or through their authorized representative, whenever such examination is deemed necessary for the purpose of compliance with the provisions of this Agreement, including the obligation to remit Union Dues under Article VI.

Each participating Employer shall make its books and records available to the Trustees for such purpose. In the event the audit discloses that the Employer, during the period of the audit, has underpaid its contributions and/or wages, the Employer shall be liable for the costs of

the examination, including but not limited to, audit fees and reasonable attorneys' fees. The Trustees' authority to waive any costs shall be governed by the terms of the Trust Agreement.

Article III, Section 2 of the trust agreements of the Health and Welfare Department of Construction and General Laborers' District Council of Chicago and Vicinity and the Laborers' Pension Fund shall be amended to include the following: "Association-appointed Trustees must be full-time Employees of contributing Employers within the Association's membership. A contributing Employer shall be defined as an Employer that has employed an average of five (5) or more Laborers performing bargaining unit work for whom contributions have been made per month in each of the previous three (3) calendar years."

The parties agree that the Health and Welfare Department of Construction and General Laborers' District Council of Chicago and Vicinity and the Laborers' Pension Fund will be operated and administered by a board of trustees that is expanded to include eight (8) Employer and eight (8) Union trustees. Appointing authority for the two additional Employer trustees shall be vested with new Employer associations that currently are not party to the trust agreements and under whose labor agreements more than 20,000 hours of benefits were paid in 2005.

Paragraph 3A. FOX VALLEY HEALTH AND WELFARE. Employers that employ Employees who participate in the Fox Valley Laborers' Health and Welfare Fund may contribute directly to these funds in the amounts allocated for the Fox Valley Funds by the Union from the economic package and will be subject to the following.

Beginning the period from June 1, 2021 to May 31, 2022, the Employer agrees to make Health and Welfare contributions of fourteen dollars and thirty-six cents (\$14.36) per hour for each hour worked by all Employees

who are covered by this Agreement and participate in the Fox Valley Laborers' Health and Welfare Fund, in addition to the wages herein stipulated. This fourteen dollars and thirty-six cents (\$14.36) per hour shall be paid to the Fox Valley Laborers' Health and Welfare Fund or a designated appointee at the end of each month.

That for the periods June 1, 2022 to May 31, 2023; June 1, 2023 to May 31, 2024 and June 1, 2024 to May 31, 2025, and June 1, 2025 to May 31, 2026 ; that on May 1 of each year, if able, but not later than June 1, the Union in its sole discretion, shall determine the amount of additional contributions to Welfare and/or Pension and Training to be allocated from the economic package for that year. (See Article VIII, Paragraph 1).

The Employer agrees to be bound by the Agreements and Declarations of Trust establishing the Fox Valley Laborers' Health and Welfare Fund, as well as any amendments thereto.

The parties agree that the Employer shall make lump sum contributions to Employee fringe benefit accounts, administered by the Trustees on behalf of each Employee. It is further agreed that such contribution shall be accompanied by a breakdown of payment according to appropriate benefits.

Contributions to all fringe benefit funds under this Agreement shall be made in increments of no less than one-half hour for each half-hour or portion thereof an employee performs covered work.

The Trustees of the Welfare Fund and the Trustees of the Pension Fund shall, among other things, have authority to determine the type and amount of benefits to be provided in each of said funds, the eligibility rules governing entitlement to benefits, and whether and to what extent benefits are to be provided for covered Employees.

The failure of the Employer to contribute to the said Welfare or Pension Funds when the same is established, as provided herein, shall for the purposes of the remedies the Union may pursue, be deemed the same as the failure of

the Employer to pay wages, and the Union shall be permitted to remove workers whom they represent for non-payment of such contributions, anything to the contrary in this Agreement notwithstanding.

All reports and payments of contributions due to the respective fringe benefit funds shall be due on the tenth (10th) day of the month following the month in which the hours were worked.

A grace period of thirty (30) days shall be granted for Employers to submit reports and contributions as provided. Said reports and contributions not received during this grace period shall be assessed liquidated damages amounting to ten (10%) percent of the amount of the contributions which are owed. The Employer acknowledges that the liquidated damages shall be used to defer administrative costs arising by said delinquency and acknowledges the costs to be actual and substantial, though difficult to ascertain. However, the Employer acknowledges these costs to be at a minimum of ten (10%) percent, waiving the necessity of any additional proof thereof. In addition, the delinquent contributions shall bear interest at a maximum legal rate of interest per annum from the due date until they are paid.

In the event the Trustees refer the account to legal counsel for collection, the delinquent Employer shall be liable for reasonable attorneys' fees, and for all reasonable costs incurred in the collection process, including court fees, audit fees, etc.

Reasonable attorneys' fees shall mean: All reasonable attorneys' fees in the amounts for which the Trustees become legally bound to pay, including recovery of liquidated damages, interests, audit costs, filing fees, and any other expenses incurred by the Trustees.

The Trustees of the aforementioned Welfare and Pension Funds and the Union shall have the authority to audit the books and records of a participating Employer, either directly or through their authorized representative,

whenever such examination is deemed necessary for the purpose of compliance with the provisions of this Agreement, including the obligation to remit Union Dues under Article VI.

Each participating Employer shall make its books and records available to the Trustees for such purpose. In the event the audit discloses that the Employer, during the period of the audit, has underpaid its contributions and/or wages, the Employer shall be liable for the costs of the examination, including but not limited to, audit fees and reasonable attorneys' fees. The Trustees' authority to waive any costs shall be governed by the terms of the Trust Agreement.

Paragraph 3B. FOX VALLEY PENSION FUND. Employers that employ Employees who participate in the Fox Valley and Vicinity Laborers' Pension Fund may contribute directly to these funds in the amounts allocated for the Fox Valley Funds by the Union from the economic package and will be subject to the following.

Beginning June 1, 2021, the Employer agrees to make a pension contribution of sixteen dollars and ninety cents (\$16.90) per hour for each hour worked by all Employees who are covered by this Agreement and participate in the Fox Valley and Vicinity Laborers' Pension Fund, in addition to the wages and welfare payments herein stipulated. This sixteen dollars and ninety cents (\$16.90) per hour shall be paid to the Fox Valley and Vicinity Laborers' Pension Fund or to a designated appointee at the end of each month.

That for the periods June 1, 2022 to May 31, 2023; June 1, 2023 to May 31, 2024, June 1, 2024 to May 31, 2025, and June 1, 2025 to May 31, 2026 that on May 1 of each year, if able, but not later than June 1, the Union in its sole discretion, shall determine the amount of additional contributions to Welfare and/or Pension and Training to be allocated from the economic package for that year. (See Article VIII, Paragraph 1). The Union agrees that it shall allocate sufficient funds to the pension

fund of the Union from the total economic package increases set forth above in each year of this agreement such that the pension fund remains in green status as defined by the Pension Protection Act of 2006, or any successor legislation.

The Employer agrees to be bound by the Agreements and Declarations of Trust establishing the Fox Valley and Vicinity Laborers' Pension Fund, as well as any amendments thereto. The parties agree that the Employer shall make lump sum contributions to Employee fringe benefit accounts, administered by the Trustees on behalf of each Employee. It is further agreed that such contribution shall be accompanied by a breakdown of payment according to appropriate benefits.

Contributions to all fringe benefit funds under this Agreement shall be made in increments of no less than one-half hour for each half-hour or portion thereof an employee performs covered work.

The Trustees of the Welfare Fund and the Trustees of the Pension Fund shall, among other things, have authority to determine the type and amount of benefits to be provided in each of said funds, the eligibility rules governing entitlement to benefits, and whether and to what extent benefits are to be provided for covered Employees.

The failure of the Employer to contribute to the said Welfare or Pension Funds when the same is established, as provided herein, shall for the purposes of the remedies the Union may pursue, be deemed the same as the failure of the Employer to pay wages, and the Union shall be permitted to remove workers whom they represent for non-payment of such contributions, anything to the contrary in this Agreement notwithstanding.

All reports and payments of contributions due to the respective fringe benefit funds shall be due on the tenth (10th) day of the month following the month in which the hours were worked.

A grace period of thirty (30) days shall be granted for Employers to submit reports and contributions as provided. Said reports and contributions not received during this grace period shall be assessed liquidated damages amounting to ten (10%) percent of the amount of the contributions which are owed. The Employer acknowledges that the liquidated damages shall be used to defer administrative costs arising by said delinquency and acknowledges the costs to be actual and substantial, though difficult to ascertain. However, the Employer acknowledges these costs to be at a minimum of ten (10%) percent, waiving the necessity of any additional proof thereof. In addition, the delinquent contributions shall bear interest at a maximum legal rate of interest per annum from the due date until they are paid.

In the event the Trustees refer the account to legal counsel for collection, the delinquent Employer shall be liable for reasonable attorneys' fees, and for all reasonable costs incurred in the collection process, including court fees, audit fees, etc.

Reasonable attorneys' fees shall mean: All reasonable attorneys' fees in the amounts for which the Trustees become legally bound to pay, including recovery of liquidated damages, interests, audit costs, filing fees, and any other expenses incurred by the Trustees.

The Trustees of the aforementioned Welfare and Pension Funds and the Union shall have the authority to audit the books and records of a participating Employer, either directly or through their authorized representative, whenever such examination is deemed necessary for the purpose of compliance with the provisions of this Agreement, including the obligation to remit Union Dues under Article VI.

Each participating Employer shall make its books and records available to the Trustees for such purpose. In the event the audit discloses that the Employer, during the period of the audit, has underpaid its contributions and/or wages, the Employer shall be liable for the costs of

the examination, including but not limited to, audit fees and reasonable attorneys' fees. The Trustees' authority to waive any costs shall be governed by the terms of the Trust Agreement.

Paragraph 4. RECIPROCITY. The parties agree that, whenever contributions are made on behalf of an Employee to welfare and pension funds that are not the home funds of the Employee, the funds receiving such contributions, in accordance with the funds' Reciprocity Agreement, shall transfer such contributions to the home funds and the home fund shall reallocate the contributions between such home funds in the amounts set forth herein.

Subject to the reciprocity provisions of this Article, contributions shall be remitted to the Fox Valley Laborers Health and Welfare Fund and Fox Valley and Vicinity Laborers Pension Fund for all hours worked by any laborer or for any person employed by the Employer doing labor or construction work as herein above defined in Article XVII hereof, within the jurisdiction of Locals 582 or 1035 or any successor locals covering Kane, Kendall, McHenry or Boone Counties, Illinois.

The foregoing, however, is not intended to and shall not interfere with the practices, requirements or understandings developed under the Fox Valley Agreements concerning those employees who participate in the Westchester Funds, which practices, requirements or understandings shall remain in effect and undisturbed.

Paragraph 5. Section 415 Excess Benefit Fund. A Section 415 Excess Benefit Fund shall be established for the purpose of providing alternative benefit to any Employees of the Employer who become unable to receive the entire amount of the accrued pension benefits to which they would be entitled under one or more of the pension plans sponsored by their Employer because of limitations established by Section 415 of the Internal Revenue Code. The Employer may be required and directed by the Board of Trustees of the Excess Benefit

Fund to contribute a portion of its agreed-upon “pension” contribution to the Section 415 Excess Benefit Fund and shall not increase the Employer’s cost beyond the amount that the Employer is obligated to contribute to the Laborers’ Pension Fund and that the funding of the Section 415 Excess Benefit Fund shall be fully tax deductible to the Employer for Federal Income Tax purposes. The Employer hereby agrees that the Board of Trustees of any such Section 415 Excess Benefit Fund shall be authorized to determine each year the amount that will be contributed by the Employer and the amount to be credited to the account of any eligible retiree for payment in lieu of accrued benefits that would exceed the limits set by Section 415 of the Internal Revenue Code.

Paragraph 6. Chicagoland Laborers’ Vacation Fund. The Employer agrees to be bound by the Agreements and Declarations of Trust, as well as any amendments thereto, establishing the Chicagoland Laborers’ Vacation Fund, a jointly-trusted vacation plan established for the purpose of providing income to members during their winter lay-offs. Contributions to the Fund will be allocated in the Union’s sole discretion from the total economic increase.

Paragraph 7. Chicagoland Laborers’ Annuity Fund. The Employer agrees to be bound by the Agreements and Declarations of Trust, as well as any amendments thereto, establishing the Chicagoland Laborers’ Annuity Fund, a jointly-trusted defined contribution plan providing a supplemental retirement benefit. Contributions to the Fund will be allocated in the Union’s sole discretion from the total economic increase.

Paragraph 8. SUPERVISORS. To the extent permissible by the Internal Revenue Service or any Federal Act, and for the purposes of Paragraphs 2 and 3 of Article VIII of this Agreement only, the bargaining unit shall also include those persons in the employ of an Employer who are supervisors, as defined in the Labor Management Relations Act, as amended; and who at one time were Employee members of the bargaining unit herein on

whose behalf contributions were required to be made to the trust funds described in the aforesaid Paragraph 2 and 3 of Article VIII hereof.

Paragraph 9. OUT OF TOWN WORK. When Laborers who reside or work in the nine-county geographic area covered by this Agreement are voluntarily requested to work at locations outside these nine counties, the Employer shall continue to report and pay benefits for all hours worked outside the nine counties. If the work performed is covered under a labor agreement with the Laborers' International Union of North America or its affiliates, the Employer shall report and pay the benefit contributions to the fringe benefit fund identified, and the contribution rates specified, under that labor agreement. If the work performed is not covered under a labor agreement with the Laborers' International Union of North America or its affiliates, then the Employer shall report and pay the benefit contributions to the fringe benefit funds identified, and the contributions rates specified, under this Agreement. No Employee shall be obligated to accept out of town employment or be subject to retaliation for refusing such work.

Where out of town work requires an overnight stay, the Laborer shall receive paid lodging plus \$55 for meals and incidental expenses or the equivalent in accordance with an Employer's policy. Nothing herein shall restrict an Employer's ability to require compliance with its applicable travel related policies. This provision will take effect only for projects bid on or after June 1, 2021.

Paragraph 10. SPECIAL RULES FOR BONDING. An Employer that is owned or managed, in whole or part, by an individual who currently has or previously had in the last ten (10) years ownership or principal managerial responsibility for another contributing Employer that currently is or ceased doing business when delinquent to the Funds shall be required to post for the benefit of the Funds an additional cash bond or obtain a surety bond from a Fund-approved insurer in an amount equal to

twice the amount of the other contributing Employer's delinquency. This amount may be adjusted by the Benefit Fund Trustees for each individual Employer. This bond shall be in addition to and separate from the bond required elsewhere in this Agreement.

Paragraph 11. WITHDRAWAL OF EMPLOYEES.

If the Employees are withdrawn from any job in order to collect contributions to the Laborers' Health and Welfare, Pension and/or Apprenticeship and Training Funds, the Employees who are affected by such stoppage of work shall be paid for lost time up to sixteen (16) hours, provided that two (2) days' written notice of intention to remove Employees from the job is given to the Employer by the Union. These lost time amounts may be collected only from the contractor with whom the Union has a dispute and the Union shall not pursue collection efforts from any other entity. This lost time liability shall not apply if the Employer has made payment on behalf of the affected Employees to another fringe benefit fund under a MARBA labor agreement or a labor agreement of a union affiliated with the Building and Construction Trades Department, AFL-CIO.

**ARTICLE IX
BONDING**

Paragraph 1. All Employers shall procure, carry and maintain a surety bond in form and amount satisfactory to the Union, but not less than in the principal sum of \$5,000, to guarantee payment of wages, Pension and Welfare Trust contributions, during the term of this Agreement.

Paragraph 2. If the Employer employs between seven (7) and ten (10) Laborers, the surety bond shall be increased to \$15,000. If the Employer employs between eleven (11) and twenty (20) Laborers, the surety bond shall be increased to \$25,000. If the Employer employs twenty-one (21) to forty (40) Laborers, the surety bond shall be increased to \$35,000. If the Employer employs

forty-one (41) or more Laborers, the surety bond shall be increased to \$45,000.

Paragraph 3. The Employer shall be required to obtain an appropriate bond upon contract execution, which bond may also be posted in cash. The trustees of the benefit funds, based on established guidelines or a contractor's payment history, shall have the discretion to adopt a policy that increases, reduces or eliminates the bonding requirements of this Article for those contractors the trustees deem appropriate for such increase, reduction or elimination. Should the Employer fail to comply with the provisions of this Article, the Union may withdraw its Employees or strike until such compliance occurs, and the Employer shall further be liable for all costs, including attorney's fees, incurred in enforcing these provisions.

Paragraph 4. The Employer shall give notice to the Union and the appropriate Fund Office in writing not later than ten (10) days after the occurrence of any of the following events relating to the Employer, occurring after the date hereof:

- (a) Formation of Partnerships;
- (b) Termination of business;
- (c) Change of name commonly used in business operation;
- (d) Change in form of business organization;
- (e) Incorporation of business;
- (f) Dissolution of corporation;
- (g) Name and business organization of successor;
- (h) Admission to or withdrawal from any association operating as a multi-employer bargaining unit.

Paragraph 5. WITHDRAWAL OF EMPLOYEES. If the Employees are withdrawn from any job in order to ensure compliance with the provisions of this Article, the Employees who are affected by such stoppage of work shall be paid for lost time up to sixteen (16) hours, provided that two (2) days' written notice of intention to

remove Employees from the job is given to the Employer by the Union. These lost time amounts may be collected only from the contractor with whom the Union has a dispute and the Union shall not pursue collection efforts from any other entity. This lost time liability shall not apply if the Employer produces the required bond before expiration of the two-day notice period.

ARTICLE X INDUSTRY FUND

Paragraph 1. Each Employer shall pay into the MID-AMERICA REGIONAL BARGAINING ASSOCIATION INDUSTRY ADVANCEMENT FUND (hereinafter sometimes referred to as the “Industry Fund”), or such other fund as MARBA may in its sole discretion designate at any time during the term of this Agreement, the amount of six cents (\$0.06) for each hour worked for the Employer by those of his Employees who are covered by this Agreement.

Each Employer shall pay into the Chicago-Area Laborers-Employers Cooperation and Education Trust (“LECET”), the amount of seven cents (\$0.07) for each hour worked for the Employer by those of his Employees who are covered by this Agreement.

Each Employer shall pay into the Laborers’ District Council Labor Management Cooperation Committee (“LDC/LMCC”), the amount of seventeen cents (\$0.17) for each hour worked for the Employer by those of his Employees who are covered by this Agreement.

Each Employer shall contribute one cent (\$0.01) per hour for each hour worked by his/her Employees who are covered by this Agreement to the Construction Industry Service Corporation (“CISCO”), a not for profit corporation.

Paragraph 2. The Employer agrees to be bound by the Agreement and Declaration of Trust establishing the Industry Fund, as well as any amendments thereto, and

agrees to be bound by all actions taken by the Trustees of said Industry Fund pursuant to said Agreement and Declaration of Trust and amendments thereto. The Employer agrees to be bound by the Agreements and Declarations of Trust establishing the LECET and LDC/LMCC, as well as any amendments thereto.

Paragraph 3. Inasmuch as the existence and utilization of this Industry Fund should result in increased construction and, therefore, in increased construction job opportunities for Employees, the Union agrees to cooperate in assuring that the contributions required by this Article are in fact made by Employers bound by this Agreement.

Paragraph 4. For the period June 1, 2021 to May 31, 2026, each Employer shall contribute one cent (\$0.01) per hour for each hour worked by his Employees who are covered by this Agreement to the Chicagoland Construction Safety Council, a not for profit corporation.

ARTICLE XI

PARTICULAR WORK RULES AND CLARIFICATION OF CONDITIONS

Paragraph 1. (a) Building Laborers' scale shall apply to all work performed by the Laborers except as specifically classified.

(b) Boiler Setter Laborers. Will include all work of handling solid refractory materials and also fire brick work in boiler setting, open hearth, furnace, blast furnace, soaking pits, tanks, dust catchers, coke oven batteries, furnace chimneys and stacks, including cleanup work on the above services.

(c) Boiler Setter Plastic Laborers. Applies to work of actually installing plastic, in connection with the boiler work or other non-solid refractory materials. Mortar mixers, lancers, burners, etc., plus all work from point of forty (40) feet above normal ground level in fire brick work and Boiler Setters Laborers' Classifications.

Minimum safety measures for Boiler Setters are that all scaffolding, in and around blast furnaces and hot stoves, etc., shall not exceed five (5) feet per landing and be constructed of solid-type materials, except the large cable-type used in blast furnaces, and at least every fourth scaffold shall be left in place to serve as a safety scaffold with ladders extending to safe distance above each landing. The Employer shall furnish respirators, safety goggles, gloves and other protection materials necessary in and about dusty and hot working conditions during all furnace work.

(d) Caisson Diggers. Applies to all caisson work and men working in trenches, foundation pits and piers eight (8) feet or more in depth below the level that excavation begins in such trenches, foundation pits or piers.

Where hazardous conditions exist when excavating trenches, foundation pits or piers or where a type of soil, sand or other material being removed creates a hazardous condition for the Employee such trenches, foundation pits or piers must be shored or sheathed, and the Employees performing the work of shoring and sheathing shall be paid the caisson rate.

Where hazardous conditions do not exist, but sheathing or shoring is necessary solely for the purpose of protecting a bank or preserving the work, then caisson rates shall not apply. When specifications show the depth of such excavation to exceed eight (8) feet, said caisson rate shall apply from the start of excavation when hand dug. For safety reasons, no worker shall be permitted to work alone if excavation exceeds five (5) feet, unless he is working under direct supervision.

(e) Chimney Laborers (over forty (40) feet). Applies to all freestanding chimneys in excess of forty (40) feet above the ground level. The Chimney Laborers' rate shall apply for the entire height of the chimney, both erecting or wrecking such chimney.

Free-standing chimneys shall be construed as chimneys built from the ground up, outside the building, for industrial, commercial or institutional purposes. It is understood that this provision does not apply in the erection of ordinary chimneys for apartment buildings, etc., unless the chimneys go forty (40) feet above the roof level.

(f) Jackhammermen. The rate for Jackhammermen herein established shall apply to any mechanically operated tool over thirty-five (35) pounds in weight, used in demolition, concrete breaking, tamping or other similar work. The regular building Laborers' rate shall apply to all lighter mechanical tools.

(g) Scaffold Laborers. Applies to all Laborers engaged in installing, relocating and/or removing all swinging, tubular and other types of scaffolds designed and used for tending to or servicing our allied trades. The raising and lowering of swinging and specifically designed scaffolds by hand, by power, or by any other process, is not included in scaffold Laborers' rates.

(h) Stone Derrickmen and Handlers. Applies to all Laborers engaged in helping the stone setters set and distribute dimensional cut stone, terra cotta, granite or pre-fabricated materials replacing or substituted for cut stone, etc.

(I) Windlass and Capstan Persons. Applies to all hoisting units attached to mixers or movable equipment used to raise material where regular hoists cannot be erected or used.

(j) Fireproofing and Fire Shop Laborers. Applies to Fireproofing beams, ceilings and walls, etc., in connection with gunite work or any other process, including clean-up work on job site, shops or yards.

(k) Cement Gun Nozzle Laborers (Gunite). Applies to Laborers handling nozzle in application of gunite.

(l) Cement Gun Laborers. Applies to Laborers handling cement gun on concrete work.

(m) Plasterer Laborers. Applies to all Laborers who perform work as mixermen, hod carriers, plaster machine tenders, and builders of scaffolding, and all work pertaining to lathing and plastering, the application of gunite and the handling of the cement gun nozzle or any work of a thickness of one and one half (1½) inches or more and any work as may be directed by the contractor his agent or foreman.

(n) Laborers who are engaged in the work of construction or wrecking of silos, etc., for grain elevators, and are required to strip or wreck forms at hazardous heights in this work shall be paid chimney Laborers' rates.

(o) On salamander work or heating for frost prevention work, the building Laborers' rates of wages shall apply for the first eight (8) hours' work regardless of starting time Monday through Friday of each week. All hours worked on Saturday, Sunday or Holidays, and all hours worked after eight (8) hours per day, or forty (40) hours per week Monday through Friday, as above set forth, shall be paid for at one and one-half times the Building Laborers' rate of wages.

(p) Where services are performed by Laborers as watchmen, and such Laborers shall not be engaged in the performance of any other branches of work covered by this Agreement, they shall be paid not less than \$1.50 below the Building Laborers' rate.

(q) **Foremen.** There shall be a Laborer appointed as Labor Foreman when five (5) or more Laborers are employed on any one job or project; there shall be subforeman after the first ten (10) Laborers, and for each multiple of five (5) Laborers employed thereafter to properly supervise the various phases of the work. A Sub-Foreman shall receive \$0.45 premium wages above the regular wages paid those Laborers under his supervision, plus established overtime rates. When a Labor Foreman is

needed to supervise Laborers such Labor Foreman shall receive \$0.75 or more premium wages above top labor scale, as mutually agreed between said Labor Foreman and his Employer.

The above and foregoing shall not be so construed as to restrict the Employer's right to pay higher premium wages or appoint a greater percentage of foremen and/or sub-foremen.

(r) The Employer shall furnish any necessary protective medication, such as petroleum jelly, to prevent burns from creosote or chemicals which may prove injurious to the skin.

(s) On a job site requiring a Tool Shanty, said Tool Shanty shall be tended by a Laborer if Employer determines tending is required.

(t) Portable Water Pumps shall be tended by Laborers if Employer determines tending is required.

(u) In any instance where a machine replaces only the work of Laborers, said machine shall be operated by a Laborer if so determined by the Employer.

(v) Any building 125 feet high or more shall require the use of a Man Cage.

Paragraph 2. Wages must be paid by payroll check and shall include a stub or statement showing the number of straight time and overtime hours worked and rate of pay. Failure on the part of the Employer to have sufficient funds at the bank to meet pay checks issued workers, shall deprive such Employers henceforth from the right to pay by checks and Joint Grievance Committee shall assess such Employer a sum equal to not less than the expense incurred in the collection of the amounts due because of such insufficient funds to meet checks so issued.

Direct Deposit. In lieu of paying wages by payroll check, the Employer may make payment by electronic bank draft if the Employee voluntarily accepts such alternate method of payment. The Employer shall not man-

date electronic banking as a condition of employment. Electronic wage payments must be transferred to the Employee's bank account no later than the Employee's regular pay day and at no cost to the Employee. If payment is made by electronic bank draft, the Employee must also be provided a record of hours worked, rates of pay, and deductions made, at the same time and containing the same information as if wages were paid by payroll check.

If full wages are not timely transferred to the Employee's account, the Employer shall pay the Employee an additional four (4) hours' pay for each day or portion thereof until full wages are received. Employers who violate the provisions of these paragraphs shall be denied the use of electronic banking for wage payments.

Paragraph 3. The Union agrees that the Employees whom it represents will accept and demand the wages and fringe benefit payments set forth in this Agreement, and the Employer agrees to pay the wages and fringe benefit payments herein stipulated.

Claims for Shortages: Claims by Employees for shortages must be made within three (3) weeks after shortage is discovered.

Paragraph 4. LIQUIDATED DAMAGES. Payment by the Employer and acceptance by the Employee of less than the wage herein stipulated shall be a violation of this Agreement upon the part of each. Upon conclusive proof to the Joint Grievance Committee of such violation, the Employer shall immediately pay the unpaid balance due in accordance with the wage herein stipulated; and in addition thereto, shall pay as directed by the Joint Grievance Committee an amount no less than fifty percent (50%) of the amount of such pay shortage as just and liquidated damages because of such violation. In cases where an Employee was knowingly complicit in the underpayment of wages, none of the liquidated damages assessed against the Employer shall be awarded to that Employee.

Upon conclusive proof that the Employer is guilty of paying less than the wages herein stipulated, then nothing in this Agreement shall be construed to take from the Union the right to remove workers it represents from the job, and henceforth to deny such Employer further right to the employment of its members.

Members of the Union who are found guilty of violation of this Agreement shall be dealt with by the Employer.

Paragraph 5. The Union reserves and shall have the right to remove its Employees from any job upon the failure of the Employer to pay the wages due any of its Employees or fringe benefits which may be due by reason of the hours of employment.

Paragraph 6. The Employer hereby agrees to maintain proper temporary toilet and drinking facilities accessible to all Employees on the job. The Employer also agrees that it will ice the water at the start of each shift.

Paragraph 7. The Employer shall furnish a suitable place, properly heated when reasonably necessary, where Laborers may eat and change their clothes.

Paragraph 8. HIRING HALL. No agreement on the request of the Union for the establishment of an exclusive Hiring Hall has been consummated. Therefore, the question of establishing a Hiring Hall is hereby reserved for the future consideration of the parties. Upon service of sixty (60) days' notice in writing upon Employer from Union, such question shall be taken up for discussion and further negotiation by the parties hereto.

Paragraph 9. KEY MAN. The Employer may utilize no more than one (1) Laborer at a job site as its key man who resides outside the geographic area covered by this Agreement. This limitation shall not apply to any Laborer who works regularly and continuously within the geographic area covered by this Agreement. Exceptions can be made with the parties' mutual agreement in order to obtain reciprocal arrangements with other jurisdiction.

Paragraph 10. PUBLIC HEALTH EMERGENCIES.

In any county or portion thereof covered by this Agreement, if the Illinois Governor declares a public health emergency, and for the duration thereof, the Employer shall abide by recommendations from the Centers for Disease Control and Prevention (CDC) and the Illinois Department of Public Health (IDPH), and all applicable laws and regulations, for construction worker health and safety. If the Employer fails to timely comply with such requirements after notice from and discussion with the Union (including the District Council if requested), the Union may withdraw employees from any worksite not in compliance herewith.

ARTICLE XII STEWARDS

Paragraph 1. The parties agree that the following basic principles apply to the selection of a Job Steward:

1) The Union requires that a Steward must fully protect the interest of the Union.

2) The Employer requires that the Steward be a Laborer who can efficiently perform his duties as a Laborer and will not disrupt the job unnecessarily in discharging his duties as a Steward.

3) To meet the two basic principles agreed to by the parties, it is further agreed:

- a) The Job Steward shall be a working Laborer;
- b) The Steward shall be selected by the Business Manager of the Union with jurisdiction over the job;
- c) In selecting a Steward, preference shall be given to the Union members presently employed in the bargaining unit of the Employer on the specific site, provided, however, that if, in the judgment of the Business Manager, no presently employed Union member is competent to act as Steward,

the Steward shall be selected from outside the bargaining unit. A reason shall be given by the Business Manager why no member is competent. However, the reason shall not infringe upon the right of the Business Manager to select the Steward; and

- d) The Union shall have the right to replace any Steward at any time.

Paragraph 2. The Steward shall be subject to the same terms of employment as any other Employee, but taking into consideration that the Steward should be present during all working hours, all possible overtime work shall be assigned to all Stewards, if the Stewards do not replace another Laborer from that other Laborers' previously assigned duties.

Paragraph 3. The duties of the Steward shall include the checking of terms and conditions of work, safety conditions, starting dates of employment for new Laborers, whether Union or non-union, and report same to the Business Manager who appointed him. All Laborers employed on a job or project shall report to the Steward any differences of disputes which may arise in connection with the work or any part of it, and the Steward shall report same to the office of the Union. If it becomes necessary to discharge or lay off any Laborers because of completion of the work or otherwise, the Laborers appointed and acting as Steward shall not be discharged or laid off while other Laborers employed by the Steward's employer remain employed on the job or project as long as he is competent to perform the work. Nothing herein contained shall in any way restrict the right of any Employer to discharge a Steward for cause, upon notification to the Business Manager of the Local Union who appointed the Laborer to act as Steward.

Paragraph 4. Whenever one or more Laborers are required to work overtime, one of these Laborers shall be the regular designated Steward if he is competent to do the work required or if he cannot work, he will call the

Business Manager, and the Business Manager will designate someone on this job to act as Steward.

ARTICLE XIII REPORTING FOR WORK

Paragraph 1. Any Laborer reporting for work upon order expressed or implied by the Employer or his Agent and not put to work for any reason, except weather conditions, fire, accident or other unavoidable cause, shall receive four (4) hours' pay for lost time. Weather conditions shall be an exception to the requirement for "show up" or reporting pay provided the Employer has notified the Employee by telephone or has required in writing that the Employee call before he departs from home. The Employer must provide a definite and available phone number and must post this provision on each job site. When Laborers are directed to wait during inclement weather by the Employer, his Superintendent or Labor Foreman, they shall be paid for such waiting time.

When placing monolithic concrete, an Employee's eating period can be adjusted, but not beyond one-half (½) hour before or after the regular scheduled time. Double time shall be paid if no eating period is permitted between shifts.

Any person other than a regular Employee who is called for temporary work for just a portion of one day, and who works more than four (4) hours in any one day, shall receive equivalent of not less than eight (8) hours' pay for said day, unless such Employee is prevented from completing a day's work because of inclement weather, in which case the Employee shall be paid for the time actually worked.

Paragraph 2. In case of an accident requiring medical attention during working hours, Laborers shall be permitted to go for or be taken for medical attention at once, and shall be paid for lost time that day.

In the event such injured Laborer is permitted to continue working by the doctor, but is required to return for periodic medical attention during working hours by the insurance physician or company doctor, such injured Laborer shall be paid for lost time, but not to exceed two (2) hours' pay for such visit to the doctor.

Paragraph 3. The Employer agrees that no punitive action shall be taken against their Employees, if said Employees refuse to cross a picket line that may be placed on the job or project of their Employer.

ARTICLE XIV PAYDAY

Paragraph 1. It is agreed that Employees shall be paid before quitting time on Wednesday of each week, except when the regular payday is on a Legal Holiday, in which case they shall be paid the day before such holiday at quitting time and except when Monday or Tuesday is a legal holiday, in which event the Employees may be paid on Thursday.

Paragraph 2. Wages are to be paid in full up to seventy-five (75) hours preceding payday. An Employee quitting of his own accord shall be paid on the next regular payday. An Employee discharged or laid off shall be paid by check on the job at the time he is laid off or be given a time check calling for four (4) additional hours to cover traveling time. Such additional hours are to be added at the time of giving check and shall be paid on presentation at the office of the Employer. If same is not promptly paid upon arrival at the office, and he is required to remain there during working hours, he shall be paid for such time - Sundays and Holidays excepted.

ARTICLE XV TRAINING AND APPRENTICE PROGRAM

Paragraph 1. APPRENTICE COMMITTEE. MARBA and the Union shall create a Joint Apprenticeship

Training Committee (JATC), consisting of three (3) management and three (3) Union appointees to draft a trust agreement, hire staff, develop apprenticeship standards and oversee implementation of the apprentice program. The Employer hereby adopts and shall be bound by the agreement and declaration of trust established by the JATC for the apprentice program, together with any amendments thereto, which are incorporated by reference herein. The JATC shall have authority to set and enforce penalties for violations of the apprenticeship rules.

Paragraph 2. APPRENTICESHIP AND TRAINING FUND. The Employer shall contribute ninety cents (\$0.90) per hour for each hour worked from June 1, 2021 to May 31, 2022 for all Employees covered under this Agreement to the Construction and General Laborers' District Council of Chicago and Vicinity Apprenticeship and Training Fund payable to the Training Fund or a designated appointee at the end of each month and such additional sums as the Union may designate in its sole discretion from its total economic package on June 1, 2022, June 1, 2023, June 1, 2024 and June 1, 2025 under this Agreement. The terms of the trust establishing the Fund are incorporated by reference herein and all terms regarding auditing, assessment, non-payments and grace periods as set out in the Collective Bargaining Agreement regarding payment of Welfare and Pension Fund contributions shall apply as if fully set forth herein for the Construction and General Laborers' District Council of Chicago and Vicinity Apprenticeship and Training Fund.

Paragraph 3. The term of apprenticeship shall be 2,400 hours, or two years, whichever occurs later, or such other duration as is mutually agreed by the Training and Apprenticeship Fund trustees. All Health and Welfare, Pension, Training Fund, Industry Advancement and other contributions required under this Agreement will commence immediately upon employment of an apprentice. Union affiliation will be required after seven (7) days of employment.

Paragraph 4. The wages per hour paid to apprentices shall be as follows:

1st six (6) months	60% of journeyman (base) wages
2nd six (6) months	70% of journeyman (base) wages
3rd six (6) months	80% of journeyman (base) wages
4th six (6) months	90% of journeyman (base) wages
After twenty-four (24) months	100% of journeyman (base) wages

Paragraph 5. The ratio of journeymen to Apprentices shall be six (6) Laborer journeymen to one (1) Laborer apprentice on a company-wide basis, with no more than twenty percent (20%) of Laborers being apprentices on any one job site of the Employer.

Employers who employ a maximum of between one (1) and five (5) Laborer journeymen shall be entitled to one (1) Laborer apprentice, who may be assigned to job-sites irrespective of the twenty percent (20%) job site maximum specified in this provision.

Paragraph 6. Referral of apprentices will be through the Local Union with jurisdiction over the job site. Employers requesting apprentices will be assigned an apprentice by the JATC from the available apprentice pool. The JATC can limit the number of apprentices to that which is adequate for current needs and which can be properly trained by the program. Employers may recall their laid off apprentices to work, provided that the Employer complies with the ratios set forth in Paragraph 5. All apprentices must report their hours weekly to the JATC. All apprentices will be required to undergo testing by the JATC for the presence of illegal substances at the time they enter the apprentice program.

Paragraph 7. MANDATORY APPRENTICESHIP. Under the terms described below, all inexperienced Laborers employed under this Agreement shall enter the trade as apprentices. The Joint Apprenticeship Training Committee shall establish the rules and procedures to implement this mandate no later than January 1, 2019.

The mandatory apprenticeship terms shall include the following:

1. Employers shall be allowed to employ the individuals of their choice for apprenticeship, up to the maximum ratios in the Agreement, provided those individuals fulfill the conditions and requirements of the apprentice program. No Employer shall be refused sponsorship of an eligible apprenticeship applicant due to lack of openings in the apprenticeship program. There shall be no limit to the number of apprentices an employer can sponsor provided however that the employer shall not exceed the employment of apprentice ratios contained in the Agreement.
2. Other terms of employment for apprentices shall be as set forth in this Article unless otherwise agreed by the JATC.

ARTICLE XVI SETTLEMENT OF DISPUTES

Paragraph 1. Any dispute concerning the interpretation or application of this Agreement between an Employer and the Union shall be adjusted by the particular Employer and Union, in the first instance. Jurisdictional disputes (that is, competing claims for the assignment of work) are not subject to being processed through this grievance procedure.

Paragraph 2. In the event that the matter is not settled, the Union may file a written grievance, which shall be submitted to a Joint Grievance Committee (hereinafter the "JGC") comprised of three (3) Employer representatives selected by MARBA and three (3) Union representatives selected by the Construction and General Laborers' District Council of Chicago and Vicinity, which shall convene monthly. The JGC shall adopt its own rules of procedure. The Union must file the grievance within forty-five (45) days of the date of the occurrence giving rise to the grievance or when the affected Employee knew or rea-

sonably should have known of the existence of the grievance. Grievances not filed within the forty-five (45) day period are deemed waived and are not subject to being processed through this procedure. The determination of the JGC shall be governed by majority vote, provided that the Employer representatives and Union representatives shall have equal voting power. If decided by majority vote, the grievance determination and any relief determined to be appropriate shall be final and binding upon all parties.

Laborers who prevail in their grievances shall be compensated for two (2) hours lost time to attend the JGC Grievance hearing. Grievances shall be dismissed if the grievant fails to appear at the scheduled hearing and no continuance is granted by the JGC.

Paragraph 3. In the event that the JGC is deadlocked upon the disposition of a grievance, then the Union or the Employer may refer the matter to arbitration by so notifying the other within thirty (30) days of the date of the JGC decision. The moving party shall obtain a list of seven (7) arbitrators from the Federal Mediation and Conciliation Service, provided that all arbitrators maintain their principal office in the Chicago area. The party selected by lot shall strike the first name from the list, then parties shall alternately strike names from the list until one arbitrator remains.

Grievances alleging a violation of Article I of this Agreement shall be initiated with the designated company official and may be processed under the grievance procedure contained herein or advanced directly to arbitration at the discretion of the Union. Such grievances shall be subject to the same forty-five (45) day time limitation as provided under this Article. In the event the Union elects to proceed directly to arbitration over a grievance concerning a violation of Article I of this Agreement said grievance must be referred to an arbitrator within thirty (30) days from the date of filing. The parties to the grievance may agree to extend the time in which the grievance

is to be referred to an arbitrator by written mutual agreement. If the Union does not timely elect to proceed directly to arbitration of the grievance, the grievance shall be heard by the JGC and the process set forth in paragraphs 2 and 3 above shall apply.

Paragraph 4. The decision of the arbitrator shall be final and binding upon all parties. The arbitrator shall not be empowered to amend, alter or add to this Agreement. The arbitrator's expenses shall be jointly paid by the Employer and the Local Union between whom the grievance exists.

Paragraph 5. Any party who fails to comply with an award within seven (7) days' notice of an arbitrator's award or the JGC determination shall be responsible for an additional ten percent (10%) liquidated damages on any monetary award and all court costs and reasonable attorney fees actually incurred by the party enforcing the award.

Paragraph 6. With regard to this Article, the Union reserves its right, and it shall not be a violation of this Agreement, for the Union to strike, picket and/or withdraw its Employees from any Employer who fails to pay wages or fringe benefits as required under this Agreement. Except as provided in this Article, there shall be no strike, slowdown, withdrawal of men or other concerted refusal to work by the Union or the Employees during the term of this Agreement. Further, there shall be no lockout by the Employer. The Employer further agrees that no punitive action shall be taken against its Employees if said Employees refuse to cross a picket line that may be placed on the job or project of their Employer.

Paragraph 7. WAGE AUDITS. Where the grievance concerns wages that are reflected in a wage audit showing a pattern or practice of wage underpayment, the grievance must be filed within forty-five (45) days after the Union's receipt of the audit. The recovery of any wages shall be limited to the two-year period preceding the grievance filing date (or three (3) years if so determined

for cause by the Joint Grievance Committee). In cases where an Employee was knowingly complicit in the underpayment of wages, that Employee shall be limited to receiving unpaid wages from the last forty-five (45) days and the additional amounts assessed against the Employer shall first be paid to defray the audit costs and thereafter as directed by the Joint Grievance Committee.

ARTICLE XVII

BRANCHES OF WORK

Paragraph 1. The classifications of Employees covered by this Agreement doing the work falling within jurisdiction of this Union shall be used in performing all common labor at the building or site, in connection with masonry and carpentry or such other work as may be directed by the Employer, his foreman or agent.

Paragraph 2. The Employer shall not engage his labor on a piece-work basis.

Paragraph 3. The Employer shall furnish all tools and shovels required for the work, also boots and rain equipment required for the protection of the workers in the trade and the worker shall be held responsible for same.

Paragraph 4. RECOGNITION OF BARGAINING REPRESENTATIVE. Employer hereby agrees to recognize the Union as the exclusive representative of all its Employees performing work within the jurisdiction of the Union for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment, and also confirms the jurisdiction of this Union over the branches of work covered herein, and agrees not to enter into any agreement with other labor organizations covering such branches of work.

In the event of a jurisdictional dispute over any of the work covered under this Agreement that cannot be adjusted by both parties to this Agreement and the contending party, and if a binding authority recognized by the Union determines the work to be definitely the jurisdiction of some other union, then the parties shall jointly

abide by such determination; provided that in the event the decision is appealed by the Union, this provision shall not be applicable until such time as the final decision issues.

Paragraph 4(a). BRANCHES OF WORK COVERED HEREIN. The building of all scaffolding, runways and windbreaks for concrete and mason work, rigging for caissons and concrete chutes and hoppers, digging, lagging, sheeting and dewatering of foundation piers and caissons; concrete work within the walls of any building or jobs; the rubbing and grinding of concrete installations where no patching is involved; boxing for concrete footing, raising, moving, shoring of all buildings, back fillings and gradings; also all laboring work in connection with cement sidewalks, curbs or gutters, stone curbs, streets, alleys, driveways, viaducts, retaining walls, slate, tile and asbestos roofing; also all laboring work connected with composition floor work, rock asphalt, whether done by hand or by any other process, wrecking and stripping of concrete forms and false work, tending to carpenters, tending to salamanders; removal, clearing and cleaning of all debris, signalman and handling of such materials for construction as directed by the Employer; also building in centering for fire proofing; gunite work in handling of cement gun nozzle, when gunite is applied of a thickness of one and one-half (1½) inches or more, all laboring work in connection with original installation of landscaping in connection with new construction of all types, also all laboring work in connection with boiler setting, including the installation of plastic or other non-solid refractory materials. The coverage of this agreement, in referring to the type of work hereunder, includes in addition to all other types of construction, the construction and alteration of all track work and the construction, alteration and maintenance over track work on property on which a railroad company does not have a property right; in short, all unskilled labor connected with work undertaken by members of the Employer and the handling of all materials, or appliances in any trade where it

will be more economical to have the work done by Laborers as may be decided by the Employer, subject to appeal to the decision of the Joint Grievance Committee.

Tenders. Tending masons, plasterers, carpenters and other building and construction crafts. Tending shall consist of preparation of materials and handling and conveying of materials to be used by mechanics or other crafts, whether such preparation is by hand or any other process. After the material has been prepared, tending shall include the supplying and conveying of said material, and all other materials to such mechanic, whether by silo mixer, bucket, hod, wheelbarrow, buggy, or any motorized unit used for such purpose, bobcats, and unloaders for cement masons and concrete contractors, forklifts for brick masons and/or any other machine which replaces the wheelbarrow or buggy.

Unloading, handling, and distributing of all materials, fixtures, furnishings, furniture, and appliances whether crated or uncrated from point of delivery to stockpiles and from stockpiles to approximate point of installation.

Drying of plaster, concrete, mortar or other aggregate when done by salamander heat or any other drying process.

Cleaning and clearing of all debris and recycled material, including wire brushing of windows, scraping of floors, removal of surplus material from all fixtures within confines of structures and clearing of all debris in building and construction area. The general cleanup, including sweeping, cleaning, washdown and wiping of construction facility, equipment and furnishings and removal and loading or burning of all debris including crates, boxes, packagings, and packaging waste materials. Washing or cleaning of walls, partitions, ceilings, windows, bathrooms, kitchens, laboratory, and all fixtures and facilities therein. Cleanup, mopping, washing, waxing and polishing or dusting of all floors or areas.

The aging and curing of concrete, mortar and other materials applied to walls, floors, ceilings and foundations of buildings and structures, highways, airports, overpasses, tunnels, bridges, approaches, viaducts, ramps, or other similar surfaces by any mode or method.

All fire watch, hole watch, and confined space entry watch for the above-mentioned craft. Firestopping, fireproofing beams, ceilings, walls and floors with all forms of fire prevention materials.

Safety and deck monitoring.

Scaffolds. Erection, planking, maintenance and removal of all scaffolds and windbreaks for lathers, plasterers, bricklayers, masons and other construction trade crafts. Building planking or installation and removal of all staging, swinging, tubular and hanging scaffolds, including maintenance thereof.

Excavations and Foundation-Site Preparation and Clearance For Transportation and Transmission Lines. Excavation for building and all other construction; digging of trenches, piers, foundations and holes; digging, lagging, sheeting, cribbing, bracing and propping of foundations, holes, caissons, cofferdams, dams, dikes and irrigation trenches, canals and all handling, filling and placing of sand bags connected therewith. All drilling, blasting and scaling on the site or along the right of way, as well as access roads, reservoirs, including areas adjacent or pertinent to construction site; installation of temporary lines.

Preparation and compacting of roadbeds for railroad track laying, highway construction and the preparation of trenches, footings, etc., for cross-country transmission by pipelines or electric transmission or underground lines or cables.

On-site preparation and right-of-way clearance for construction of any structures or the installation of traffic and transportation facilities such as highways, pipelines, electrical transmission lines, dam sites and reservoir areas, access roads, etc. Clearing and slashing of brush or

trees by hand or with mechanical cutting methods. Blasting for all purposes such as stumps, rocks, general demolition. Falling, bucking, yarding, loading or burning of all trees or timber on construction areas. Choker setters, off-bearers, lumber handlers and all Laborers connected with on-site portable sawmill operations connected with clearing. Erection, dismantling and/or reinstallation of all fences. Cleanup of right-of-way, including tying on, signaling, stacking of brush, trees or other debris, and burning where required. All soil tests, operations of semi and unskilled labor, such as filling of sand bags, handling timber and loading and unloading of same; all GPS equipment and lasers and grade checking.

Concrete, Bituminous Concrete and Aggregates. (a) Concrete, bituminous concrete or aggregate for walls, footings, foundations, floors or for any other construction. Mixing, handling, conveying, pouring, vibrating, guniting and otherwise placing concrete or aggregate, whether done by hand or any other process. Wrecking, stripping, dismantling and handling concrete forms and false work. Building of centers for fire proofing purposes. Operation of motorized wheelbarrows or buggies or machines of similar character, whether run by gas, diesel or electric power. When concrete or aggregates are conveyed by crane or derrick, or similar methods, the hooking on, signaling, dumping and unhooking the bucket. Placing of concrete or aggregates, whether poured, pumped, gunited, or placed by any other process. The assembly, uncoupling of all connections and/or parts of, to equipment used in mixing or conveying concrete, aggregate, or mortar, and the cleaning of such equipment, parts and/or connections. All vibrating, grinding, spreading, flowing, rodding, leveling and strike-off of concrete or aggregates by floating, puddling or screening by hand or mechanical means prior to finishing. Where prestressed or pre-cast concrete slabs, walls, or sections are used, all loading, unloading, stockpiling, hooking on, signaling, unhooking, setting and barring into place of such slabs, walls or sections. All mixing, handling, conveying,

placing and spreading of grout for any purpose. Green cutting of concrete or aggregate in any form, by hand, mechanical means, grindstones or air or water.

(b) The filling and patching of voids, crevices, etc., to correct defects in concrete caused by leakage, bulging, sagging, etc.

(c) The loading, unloading, carrying, distributing and handling of all rods, mesh and material for use in reinforcing concrete construction. The hoisting of rods, mesh and other material for use in reinforcing concrete construction. The hoisting of rods, mesh and other materials except when a derrick or outrigger by other than hand power is used.

(d) All work on interior concrete columns, foundations or engine and machinery beds.

(e) The stripping of forms, other than panel forms which are to be re-used in their original form, and the stripping of forms on all flat arch work.

The moving, cleaning, oiling and carrying of all forms to the next point of erection.

The snapping of wall ties and removal of tie rods. Handling, placing and operation of the hoses and pots or hoppers on sand blasting or other abrasive cleaning. The jacking of slip forms, and all semi and unskilled work connected therewith.

Streets, Ways and Bridges. Work, in the excavation, preparation, concreting, asphalt, bituminous concrete and mastic paving, ramming, curbing, flagging and surfacing of streets, striping, street markings and other pavement markings. Laborers engaged in layout work, cleanup and helping painters involved in any pavement markings, ways, courts, underpasses, overpasses, bridges, approaches and slope walls and the grading and landscaping thereof and all other labor connected therewith. Cleaning, grading, fence or guard rail installation and/or removal for streets, highways, roadways, aprons, run-

ways, sidewalks, parking areas, airports, approaches and other similar installations. Preparation, construction and maintenance of roadbeds and sub-grade for all paving, including excavation, dumping and spreading of sub-grade material, ramming, or otherwise compacting. Setting, leveling and securing or bracing of metal or other road forms and expansion joints, including placing of reinforcing mats, or wire mesh, for the above work. Loading, unloading, placing, handling and spreading of concrete aggregate or paving material, including leveling of the surface. Strike-off of concrete, when used as paving material by hand and floating or mechanical screening for strike-off. Cutting of concrete for expansion joints and other purposes. Setting of curb forms and the mixing, pouring, cutting, flowing, and strike-off of concrete used therefor. The setting, leveling and grouting of all pre-cast concrete or stone curb sections. Installation of all joints, removal of forms and cleaning, stacking, loading, oiling and handling. Grading and landscaping in connection with paving work. All work in connection with loading, unloading, handling, signaling, slinging and setting of all paving blocks, riprap or retaining walls such as stone, wood, metal, concrete or other material and the preparation of surfaces to receive same.

Concrete and Asphalt Testing and Quality Control.

All work in connection with quality assurance/quality control and the collection and testing of construction materials and soil samples for the purposes of quality control/quality assurance. (Concrete and Asphalt Testing and Quality Control shall not be subject to the subcontracting restrictions in Article VII).

Trenches, Manholes, Handling and Distribution of Pipe, Etc. Cutting of streets and ways for laying of pipe, cables or conduits for all purposes; digging of trenches, manholes, etc., handling and conveying all materials; concreting, back-filling, grading and resurfacing and all other labor connected therewith. Clearing and site preparation as described herein. Cutting or jackhammering of streets, roads, sidewalks or aprons by hand or the use of air or

other tools. Digging of trenches, ditches and manholes and the leveling, grading and other preparation prior to laying pipe or conduit for any purpose. Loading, unloading, sorting, stockpiling, wrapping, coating, treating, handling and distribution of water mains to the first joint from the building, gas mains, and all pipe, including placing, setting and removal of skids. Cribbing, driving or sheet piling, lagging and shoring of all ditches, trenches and manholes. Handling, mixing or pouring concrete and handling and placing of other materials for saddles, beds or foundations for the protection of pipes, wires, conduits, etc. Backfilling and compacting of all ditches, resurfacing of roads, streets, etc. and/or restoration of lawns and landscaping.

Shafts and Tunnels, Subways and Sewers. Construction of sewers, shafts, tunnels, subways, caissons, cofferdams, dikes, dams, levies, aqueducts, culverts, flood control projects and airports. All underground work involved in mines, underground chambers for storage or other purposes, tunnels or shafts for any purpose, whether in free or compressed air. Drilling and blasting, mucking and removal of material from the tunnels or shafts. The cutting, drilling and installation of material used for timbering, or retimbering, lagging, bracing, propping or shoring the tunnel or shaft. Assembly and installation of multiple, liner plate, rings, mesh, mats or forms for any tunnel or shaft including the setting of rods for same. Pouring, pumps-creting or guniting of concrete in any tunnel or shaft operation, manual or hydraulic jacking of shields and the use of such other mechanical equipment as may be necessary.

Excavation or digging and grading of footings and foundations for bridges, overpasses, underpasses, aqueducts, etc., and their approaches. All concrete work as described above and in addition, the hooking on, signaling and dumping of concrete for treme work over water on caissons, pilings, abutments, etc. Excavation, grading, grade preparation and landscaping of approaches. Installation of pipe, gratings and grill work for drains or

other purposes. Installation of well points or any other dewatering system.

Compressed Air. In compressed air all work underground or in compressed chambers, including tending of the outer air lock. All work in compressed air construction including, but not limited to, groutmen, trackmen, blasters, shield drivers, miners, brakemen, miner's helpers, lock tenders, mucking machine operators, mortar men, gauge tenders, rodmen, compressed air electricians, setting of line plate and ring sets, drill runners, powermen or blasters, air hoist operators; form men; concrete blower operators, cement (invert) operators, power knife operators, erector operators, keyboard operators, pebble placer operators, car pushers, grout machine operators, steel setters, cage tenders, skinner track layers, dumpmen, diamond drillers, timbermen and re-timbermen, cherry pickmen, nippers, chucktenders and cable tenders, vibrator-men, jetgunmen, gunite, nozzlelemen, gunmen, reboundmen and all other work connected therewith.

Sewer, Drains, Culverts and Multiplate. Unloading, sorting, stockpiling, wrapping, coating, treating, handling, distribution and lowering or raising of all pipe or multiplate. All digging, driving of sheet piling, lagging, bracing, shoring and cribbing, breaking of concrete, backfilling, tamping, resurfacing and paving of all ditches in preparation for the laying of pipe. Pipe laying, leveling, and making of the joint of any pipe used for main or side sewers and storm sewers. All of the laying of clay, terra cotta, iron-stone, vitrified concrete or other pipe and the making of joints for main or side sewers and storm sewers and all pipe for drainage. Unloading, handling, distribution, assembly in place, bolting and lining up of sectional metal or other pipe including corrugated pipe. Laying of lateral sewer pipe from main sewer or side sewer to building or structure, except that Employer may direct that this work be done under proper supervision. (Referee Hutcheson's decision). Laying, leveling and making of the joint of all multi-cell conduit or multi-purpose pipe. Cutting of holes in walls, fittings, piers or other obstruc-

tions for the passage of pipe or conduit for any purpose and the pouring of concrete to secure said holes. Digging under streets, roadways, aprons or other paved surfaces for the passage of pipe, by hand, earth auger or any other method and manual and hydraulic jacking of pipe under said surfaces. Installation of septic tanks, cesspools and drain fields.

Inspection, Maintenance and Repair of Underground Utilities and Sewers. All underground and preparatory work, which includes televised inspections, telegrouting, root cutting, herbicide application, lining, vacuuming, vacuum excavation, and jetting, in new or existing utilities, water mains, structures, shafts, tunnels, sewers, drains, pipes and related structures of every character and description; all work performed on the ground when excavating with a vac-truck.

Underpinning, Lagging, Bracing, Propping and Shoring. Underpinning, lagging, bracing, propping and shoring, raising and moving of all structures; raising of structure by manual or hydraulic jacks or other methods. All work on house moving, shoring and underpinning of structures, loading, signaling, right-of-way clearing along the route of movement. Resetting of structure in new location to include all site clearing, excavation for foundation and concrete work. Cleanup and backfilling, landscaping old and new site.

Drilling and Blasting. All work of drilling, jackhammering and blasting. Operation of all rock and concrete drills, including handling, carrying, laying out of hoses, steel handling, installation of all temporary lines and handling and laying of all blasting mats. All work in connection with blasting, handling and storage of explosives carrying to point of blasting, loading holes, setting fuses, making primers and exploding charges. All securing of surfaces with wire mesh and any other material and setting of necessary bolts and rods and anchor same. All high scaling and other rock breaking and removal after

blast. Handling and laying of nets and other safety devices and signaling, flagging, road guarding.

Signalmen. Signalmen on all construction work defined herein, including traffic control signalmen at construction site.

General Excavation and Grading. The clearing, excavating, filling, backfilling, grading and landscaping of all sites for all purposes and all labor connected therewith, including chainmen, rodmen, grade markers, etc.

Factories. All work in factories, mills, power stations, oil refineries, chemical plants and industrial plants performed now or as may be acquired hereafter, including packers, cutters, loaders, raw material unloaders, checkers, stuffers, production line personnel and stenciling of materials. Handling of raw pigment; vessel cleaners and/or dryers; washing or cleaning laboratory glassware; stocking of materials in laboratories; the cleaning and/or scrubbing, washing, polishing of all floors, glasses, windows, walls, rest rooms and furniture. All fire watch attendants when multi-craft personnel are used, and all general area firewatch. Attendants for all confined space entry when multi-craft personnel are used. All attendants for foreign material exclusion when single or multi-craft are used.

General. Material yards, junk yards, asphalt plants, concrete products plants, cemeteries, landscape nurseries and the cleaning or reconditioning of streets, ways, sewers and water lines and all maintenance work and work of an unskilled and semi-skilled nature, including Laborers in shipyards, tank cleaners, ship scalers, shipwright helpers, watchmen, flagmen, guards, security and safety men, toolroom men, park, sports area and all recreational center Employees, utilities Employees, horticultural and agricultural workers, garbage and debris handlers and cleaner.

Pits, Yards, Quarries, Etc. All drillers, blasters and/or powdermen, nippers, signalmen, Laborers in quarries, crushed stone yards and gravel and sand pits and

other similar plants, including temporary and portable batching plants.

Wrecking. The wrecking or dismantling of buildings and all structures, breaking away roof materials, beams of all kinds, with use of cutting or other wrecking tools as necessary. Burning or otherwise cutting all steel structural beams. Breaking away, cleaning and removal of all masonry and wood or metal fixtures for salvage or scrap. All hooking on and signaling when materials for salvage or scrap are removed by crane or derrick. All loading and unloading of materials carried away from the site of wrecking. All work in salvage or junk yards in connection with cutting, cleaning, storing, stockpiling or handling of materials. All clean-up removal of debris, burning, back-filling and landscaping of the site of wrecked structures.

Railroad Track Work. Right-of-way clearance as described above, excavation, grading, subgrading, ballasting and compacting of right-of-way. Loading, unloading, stockpiling, handling and distribution of track and ties and placing of or jacking track and ties at point of installation. All burning or otherwise cutting of track. Setting of tie plates, bolting, leveling, and gauging of rails and all spiking, whether by hand or mechanical means. Placing and tamping of ballast by hand or mechanical means. Construction and/or relocation of main line, shoe flies, sidings, gradings, crossings, relocating of pipes and drainage and culverts and connected with same and removal and replacing of all fences.

Studio Utility Employees. All such work as herein described as may be pertinent to and part of the operation of Motion Picture and other related type of studios.

Use of Tools. Operation of all hand, pneumatic, electrical, motor, combustion or air-driven tools or equipment necessary for the performance of work described herein. In short, all unskilled labor connected with work undertaken by members of the party of the first part, and the handling of all materials or appliances in any trade where it will be more economical to have the work per-

formed by Laborers as may be decided by the Employer, subject to appeal to and decision of the Joint Grievance Committee.

Miscellaneous. All such work and jurisdiction as may have been acquired by reason of amalgamation or merger with former national or international Unions and as may be hereafter acquired; including all such work and jurisdiction as declared by actions of the Executive Council or conventions of the American Federation of Labor.

Paragraph 5. WORK NOT INCLUDED. The laboring work not included in this Agreement is general excavating for buildings to the bottom of floor level. If there are any sub-basements or cellars, this general excavation shall be considered to extend to the bottom of the floor, of same. Excavation in basement and sub-basements other than by power equipment shall be done by Laborers at Building Laborers' rate (except where caisson rates apply).

Paragraph 6. WRECKING. Where a building is only partially wrecked and parts torn down for the purpose of building additions, alterations, remodeling, or repairing same, such work is covered by this Agreement, and rates as established herein shall apply.

Paragraph 6(a). WRECKING: COMPLETE DEMOLITION. Work pertaining to wrecking of buildings and structures in their entirety and removed to the basement floor level is covered by the Agreement between Local No. 225 of the Laborers' District Council and the Labor Committee representing the Wrecking Industry of Chicago and Vicinity, and the rates established by said Agreement shall apply.

Paragraph 7. FLYING FORMS. Laborers shall tend the Carpenters when prefabricating the Flying Forms on the ground.

When Flying Forms are used on each floor, Laborers shall assist in the placing of Steel Tubular Scaffolding and Flying Forms.

When Concrete Floors are poured and Flying Forms are removed, Laborers will assist.

Laborers will clean and oil Flying Forms after each concrete pour.

After the last concrete pour, when Flying Forms will not be re-used on job site, Laborers will remove, clean and dismantle, oil and place in a stockpile.

ARTICLE XVIII

ALCOHOL AND SUBSTANCE ABUSE

The parties incorporate the CISCO Uniform Drug/Alcohol Abuse Program, as modified, attached hereto as Addendum.

It is recognized that some client owners require additional substance abuse procedures to be followed on their projects for all trades, and it shall not be a violation of this agreement for signatory Employers to comply with such procedures, provided prior written notification is given to the District Council.

ARTICLE XIX

PRE-JOB CONFERENCES

If the Union elects, a pre-job conference prior to commencement of work shall be held or if need is for additional men after the job has started, then the conference shall be held before the additional hiring commences if the Union elects. At the pre-job conference, the Employer shall advise the Union of its requirements as to workmen required in the respective classifications, the probable starting date, duration of the job, subcontractors, and working schedules.

ARTICLE XX ACCESS TO PREMISES

Authorized representatives of the Union shall have access to all construction projects, provided that they first notify the Employer of their arrival, that they do not stop the progress of the project (except to the extent as may be authorized in this Agreement), and provided further that such representatives fully comply with the visitor and security rules established for the construction project by the general contractor and the owner. It shall be the duty of the Employer to provide adequate passes, as requested by the Union, provided the Employer is able to do so.

ARTICLE XXI APPROVALS

Paragraph 1. It is mutually agreed that the Construction and General Laborers' District Council of Chicago and Vicinity shall, in writing, by an authorized officer, approve and guarantee the fulfillment of all the provisions of this Agreement.

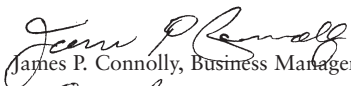
Paragraph 2. Inasmuch as the employment of Laborers is directly affected by the hours of employment of Carpenters, Bricklayers, Plasterers, Cement Masons and Hoisting Engineers engaged in construction, it is agreed that should the trades change their work day or work week, other than provided in this Agreement, either party hereto shall have the right upon ten (10) days' written notice through United States Registered Mail Delivery, to amend this Agreement to meet such conditions of employment.

Paragraph 3. SAVINGS CLAUSE. Any provisions contained herein which is contrary to or held to be in violation of any State or Federal Law shall be void and of no force or effect, and this Contract shall be construed as though such void provision were not a part hereof, it being intended that the other provisions of this Contract shall not be affected thereby.

Paragraph 4. EMPLOYER'S WARRANTY. The signatory Associations and its bargaining association represent and warrant that they are the bargaining agents of all the individual Employers of the signatory Associations who are now or hereafter become members of said signatory Associations and who assign to one or more of the Associations full authority to negotiate and execute this Agreement.

Paragraph 5. EXECUTION. It is expressly agreed and understood that execution of this Agreement by authorized representatives of the signatory Associations shall be conclusively presumed sufficient legal execution by all individual contractors represented by said Associations and that individual executions are not required for this Agreement to be binding on such Contractors.

**CONSTRUCTION AND GENERAL LABORERS'
DISTRICT COUNCIL OF CHICAGO AND VICINITY**

By:  James P. Connolly, Business Manager


By: Charles LoVerde III, Secretary-Treasurer

**CHICAGOLAND ASSOCIATED GENERAL
CONTRACTORS**

**MASON CONTRACTORS' ASSOCIATION OF
GREATER CHICAGO**

**GREAT LAKES CONSTRUCTION ASSOCIATION
THE MID-AMERICA REGIONAL BARGAINING
ASSOCIATION**


By: Seth Gudeman, Chairman

ADDENDUM
CONSTRUCTION INDUSTRY SERVICE
CORPORATION JOINT LABOR-MANAGEMENT
UNIFORM DRUG/ALCOHOL ABUSE PROGRAM

I. Policy Statement

The parties recognize the problems created by drug and alcohol abuse and the need to develop prevention and treatment programs. (Company Name), and the signatory unions seek to protect people and property, and to provide a safe working environment. The purpose of the following program is to establish and maintain a drug free, alcohol free, safe, health work environment for all of its Employees.

II. Definitions

a. Company Premises - The term "Company Premises" as used in this policy includes all property, facilities, land, buildings, structures, automobiles, trucks and other vehicles owned, leased or used by the company. Construction job sites for which the company has responsibility are included.

b. Prohibited Items & Substances - Prohibited substances include illegal drugs (including controlled substances, look alike drugs and designer drugs), alcohol beverages, and drug paraphernalia in the possession of or being used by an Employee on the job.

c. Employee - Individuals, who perform work for (Company Name), including, but not limited to, management, supervision, engineering, craft workers and clerical personnel.

d. Accident - Any event resulting in injury to a person or property to which an Employee, or contractor/contractor's Employee, contributed as a direct or indirect cause.

e. Incident - An event which has all the attributes of an accident, except that no harm was caused to person or property.

f. Reasonable Cause - Reasonable cause shall be defined as excessive tardiness, excessive absenteeism, and erratic behavior such as noticeable imbalance, incoherence, and disorientation.

III. Confidentiality

a. All parties to this policy and program have only the interest of Employees in mind, therefore, encourage any Employee with a substance abuse problem to come forward and voluntarily accept our assistance in dealing with the illness. An Employee assistance program will provide guidance and direction for you during your recovery period. If you volunteer for help, the company will make every reasonable effort to return you to work upon your recovery. The company will also take action to assure that your illness is handled in a confidential manner.

b. All actions taken under this policy and program will be confidential and disclosed only to those with a "need to know".

c. When a test is required, the specimen will be identified by a code number, not by name, to insure confidentiality of the donor. Each specimen container will be properly labeled and made tamper proof. The donor must witness this procedure.

d. Unless an initial positive result is confirmed as positive, it shall be deemed negative and reported by the laboratory as such.

e. The handling and transportation of such specimen will be properly documented through the strict chain of custody procedures.

IV. Rules - Disciplinary Actions - Grievance Procedures

1. Rules - All Employees must report to work in a physical condition that will enable them to perform their jobs in a safe and efficient manner. Employees shall not:

a. Use, possess, dispense or receive prohibited substances on or at the job site; or

b. report to work with any measurable amount of prohibited substances in their systems.

2. Discipline - When the company has reasonable cause to believe an Employee is under the influence of a prohibited substance, for reasons of safety, the Employee may be suspended until test results are available. If no test results are received after three (3) working days, the Employee, if available, shall be returned to work with back pay. If the test results prove negative, the Employee shall be reinstated with back pay. In all other cases:

a. Applicants testing positive for drug use will not be hired.

b. Employees who have not voluntarily come forward, and who test positive for drug use, will be terminated.

c. Employees who refuse to cooperate with testing procedures will be terminated.

d. Employees found in possession of drugs or drug paraphernalia will be terminated.

e. Employees found selling or distributing drugs will be terminated.

f. Employees found under the influence of alcohol while on duty, or while operating a company vehicle, will be subject to termination.

3. Prescription Drugs - Employees using prescription medication which may impair the performance of job duties, either mental or motor functions, must immediately inform their supervisors of such prescription drug use. For the safety of all Employees, the company will consult with you and your physician to determine if a re-assignment of duties is necessary. The company will attempt to accommodate your needs by making any appropriate re-assignment. However, if a re-assignment is not possible, you will be placed on temporary medical leave until released as fit for duty by a prescribed physician.

4. Grievance - All aspects of this policy and program shall be subject to the grievance procedure contained in the applicable collective bargaining agreement.

V. Drug/Alcohol Testing

The parties to this policy and program agree that under certain circumstances, the company will find it necessary to conduct drug and alcohol testing. While “random” testing is not necessary for the proper operations of this policy and program, it may be necessary to require testing under the following conditions:

a. A pre-employment drug and alcohol test may be administered to all applicants for employment. Employees recalled to work by an Employer, and Employees referred to an Employer by the Union who are requested to be tested, shall be compensated at their regular hourly rate of pay for the time required in such testing;

b. A test may be administered in the event a supervisor has a reasonable cause to believe that the Employee has reported to work under the influence, or is or has been under the influence while on the job; or has violated this drug policy. During the process of establishing reasonable cause for testing, the Employee has the right to request his on- site representative to be present;

c. Testing may be required if an Employee is involved in a workplace accident/incident or if there is a workplace injury;

d Testing may be required as part of a follow-up to counseling or rehabilitation for substance abuse, for up to a one (1) year period.

Each Employee will be required to sign a consent and chain of custody form, assuring proper documentation and accuracy. If an Employee refuses to sign a consent form authorizing the test, ongoing employment by the company will be terminated.

Drug testing will be conducted by an independent accredited laboratory (National Institute on Drug Abuse

and/or College of American Pathology), and may consist of either blood or urine tests, or both as required. Blood tests will be utilized for post accident investigation only.

The company will bear the costs of all testing procedures.

VI. Rehabilitation and Employee Assistance Program

Employees are encouraged to seek help for a drug or alcohol problem before it deteriorates into a disciplinary matter. If an Employee voluntarily notifies supervision that he or she may have a substance abuse problem, the company will assist in locating a suitable Employee assistance program for treatment, and will counsel the Employee regarding medical benefits available under the company or Union health and welfare/insurance program.

If treatment necessitates time away from work, the company shall provide for the Employee an unpaid leave of absence for purposes of participation in an agreed upon treatment program. An Employee who successfully completes a rehabilitation program shall be reinstated to his/her former employment status, if work for which he/she is qualified exists.

Employees returning to work after successfully completing the rehabilitation program will be subject to drug tests without prior notice for a period of one year. A positive test will then result in disciplinary action as previously outlined in this policy and program.

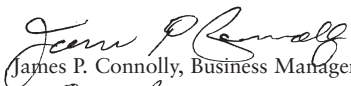
WORK RULES COMMITTEE

The Union and MARBA together shall create a Work Rules Committee consisting of an equal number of members representing each party with no more than three (3) persons from each. Alternate members may be appointed. The purpose of this Committee shall be to consider, discuss, and propose, under appropriate circumstances, Work Rule changes to the Agreements.

No discussions by or meetings of the Committee shall be considered to be a reopening of the Agreements. At all times, the no-strike and no-lockout provisions of the Agreements shall remain in full force and effect.

Any Work Rule changes proposed by the Committee must be ratified by the Union and MARBA.

CONSTRUCTION AND GENERAL LABORERS' DISTRICT COUNCIL OF CHICAGO AND VICINITY

By:  James P. Connolly, Business Manager

By:  Charles LoVerde III, Secretary-Treasurer

CHICAGOLAND ASSOCIATED GENERAL CONTRACTORS

MASON CONTRACTORS' ASSOCIATION OF GREATER CHICAGO

GREAT LAKES CONSTRUCTION ASSOCIATION THE MID-AMERICA REGIONAL BARGAINING ASSOCIATION

By:  Seth Gudeman, Chairman

Side Letter #1

Understanding the importance of verifying the prevailing wage under Illinois law and under the Davis-Bacon Act, the parties have agreed to meet during the contract term to develop a mutually agreeable procedure to provide information necessary to the Illinois Department of Labor to confirm the prevailing wage rate for work performed in the counties covered by their labor agreements.

Side Letter #2

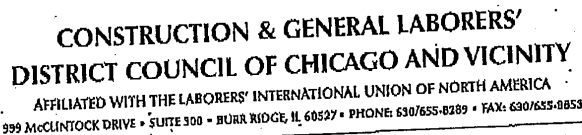
This serves to confirm our discussions during the 2017 labor negotiations concerning Union proposal No. 4, accepted by MARBA, which provides as follows: *“Revise language to state “each hour worked by all Employees who are covered by this Agreement..... “”*

As we discussed, the intent of the proposal is to better enable the fringe benefit funds to seek contributions from those employers who may split hours worked by employees covered by the MARBA agreements; and further, that the intent is not to change which employees are covered by the Agreement. The parties also agreed that the language is not intended to permit employers to “buy” benefits for certain workers by having employees, otherwise not covered by the labor agreements, perform Laborers’ work on an insignificant basis.

To that end, the parties agreed that the Trustees of the fringe benefit funds will formulate a policy that encapsulates the aforementioned intent of the agreed upon language.

NOTES

[illegible]



CONSTRUCTION INDUSTRY COLLEGE
Corrective Asphalt
Materials, LLC

[illegible][illegible]

2011; and \$1.85 per hour effective June 1, 2012, said amounts to be allocated between wages, fringe benefits, and other deductions. The minimum wage rate shall be \$55.20 per hour.

[illegible][illegible]

B. Subcontracting. The Employer, whether acting as a contractor, general manager or developer, shall not contract or subcontract any covered work to be done at the site of construction, alteration, repair or maintenance of a building, structure or other work to any person, corporation or entity not represented by the Union and covered by a collective bargaining agreement with the Union. This obligation applies to all sites of subcontractors performing work at the site of construction, alteration, repair or maintenance of a building, structure or other work. The Employer shall further assure the obligations of all persons who subcontract with the Employer are met. The Employer shall ensure that the subcontractors pay their employees' wages and other benefits required under applicable law, including applicable state and federal labor laws, and comply with all provisions hereof.

[illegible][illegible]

It is agreed that as a condition of such sale or transfer that the new owner or manager, whether corporate or individual, shall be fully bound by the terms and conditions of this Agreement. The Employer shall provide no less than two (2) years' prior written notice to the Union of the sale or transfer and shall be obligated for all expense incurred by the Union to enforce the terms of this paragraph.

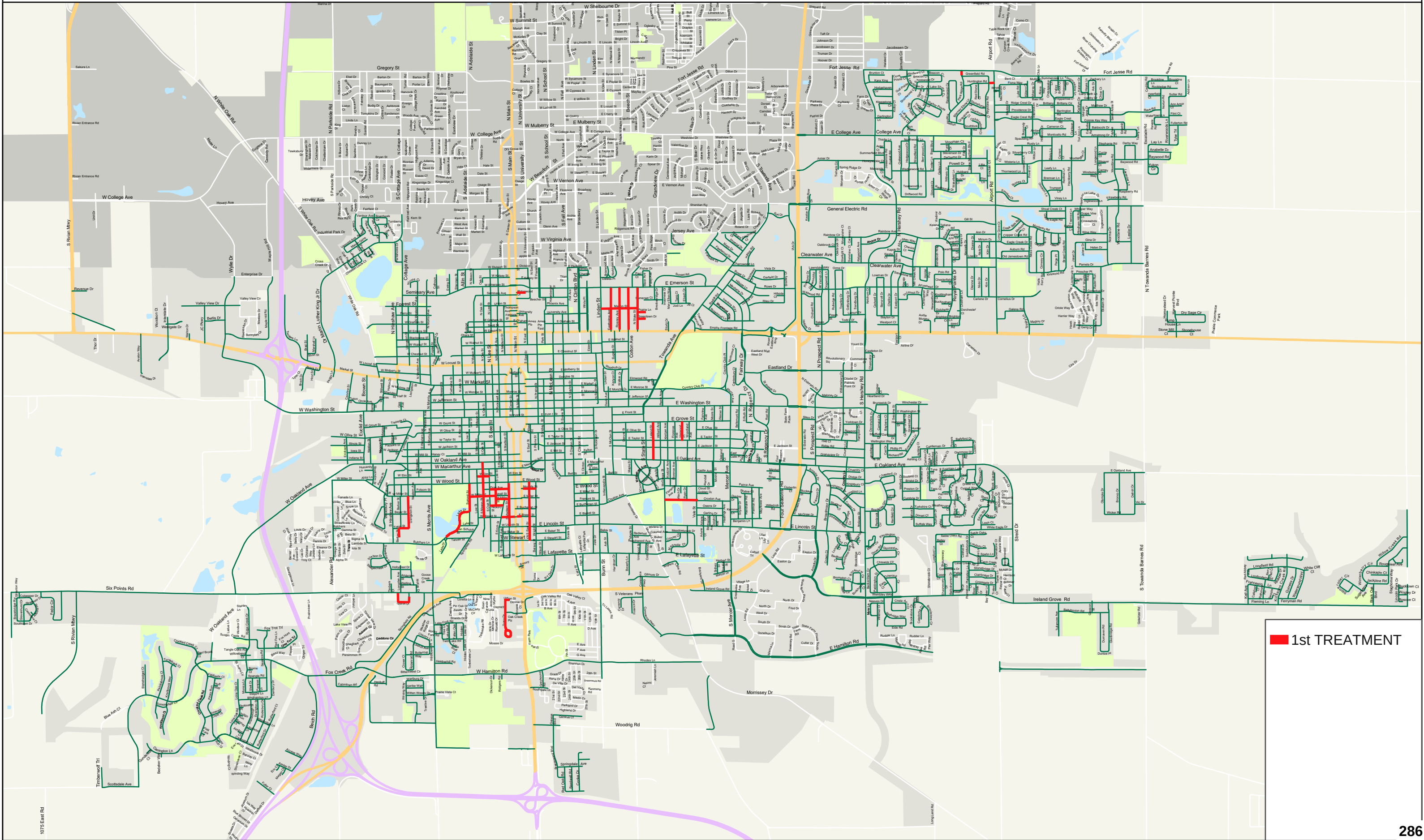
10. Termination. This Agreement shall remain in full force and effect from June 1, 2010 (unless dated differently below) through May 31, 2015, and shall continue thereafter unless there has been given written notice, by certified mail or other party hereto, received no less than sixty (60) nor more than ninety (90) days prior to the expiration date, of the desire to modify or amend this Agreement through negotiations. In the absence of such timely and proper notice the Employer and the Union agree to be bound by the new or amended association agreement(s), incorporating into this Agreement and extending this Agreement for the full term of the newly negotiated agreements, and thereafter for the applicable association agreement(s), unless and until timely notice of termination is given not less than sixty (60) nor more than ninety (90) days prior to the expiration of each successive Collective Bargaining Agreement.

11. Execution. The signatory below warrants his or her receipt of the applicable Collective Bargaining Agreement(s) and authorization from the Employer to execute this Agreement, without fraud or duress, and with full knowledge of the obligations and undertakings contained herein. The parties acknowledge and accept facsimile signatures on this Agreement as if they were the original signatures.

Dated: _____, 20 12
 August 17
 ACCEPTED: 582
 Laborers' Local Union No. _____
 By: Volvy Koth
 CONSTRUCTION AND GENERAL LABORERS' DISTRICT COUNCIL OF CHICAGO AND VICINITY
 By: James P. Connelley
 James P. Connelley, Business Manager
 By: Richard Sherman
 Richard Sherman, Secretary-Treasurer
 For Office Use Only: _____

Corrective Asphalt
Materials, LLC
(Employer)
FEIN No: 37-1359575
By: Anthony J. Witte, President
(Print Name and Title)
[Signature]
300 Daniel Boone Trail, PO Box 87129
(Address)
South Roxana, IL 62087
(City, State and Zip Code)
618-254-3855 Fax 618-254-2200
(Telephone/Tel/Fax)

FY2026 RECLAMITE PROGRAM





CONSENT AGENDA ITEM NO. 6.K.

FOR COUNCIL: May 27, 2025

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and Action on a Resolution Waiving the Formal Bidding and Project Labor Requirements and Approving a Construction Agreement with Donelson Construction Company, LLC, for the Fiscal Year 2026 Pavement Preservation High-Pressure Slurry Seal Program, in the Amount of \$1,052,576.20, as requested by the Engineering Department.

RECOMMENDED MOTION: The proposed Resolution be approved.

STRATEGIC PLAN LINK:

Goal 2. Upgrade City Infrastructure and Facilities

STRATEGIC PLAN SIGNIFICANCE:

Objective 2a. Better quality roads and sidewalks

BACKGROUND: If approved, the City will waive the formal bidding and Project Labor requirements to enter into an agreement with Donelson Construction Company, LLC (Donelson) for the Fiscal Year ("FY") 2026 Pavement Preservation High-Pressure Slurry Seal Program.

The High-Pressure Slurry materials are proprietary, and Donelson is the limited source distributor/applicator of PressurePave for our region. As such, the High-Pressure Slurry project is not bid, and Staff are requesting a bid waiver. Attached are the limited source distributor letter from the vendor and Limited Source Justification Form. City staff have researched various pavement preservation products via site visits of recently and historically treated roadways in other municipalities and has concluded that this system is an effective method to extend the useful life of our paved roads in limited quantities and specific areas. The PressurePave system injects a crack sealant into the pavement while simultaneously applying a thin asphalt overlay. The system has an average surface life of 10 or more years and is a versatile tool in the pavement preservation industry.

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

Donelson submitted a Request for Project Labor Agreement Waiver in accordance with ordinance requirements requesting that the City determine that a PLA would not advance the

City's interests for this project. Staff has reviewed Donelson's request and based on the proprietary nature of the materials and application, and their submitted justification, staff recommends that the City approve the waiver.

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

Information about City streets is maintained in a Geographic Information System (GIS) by the Engineering Department. The condition rating, along with other information, is used to help determine which streets will be preserved each year. In addition, www.bloomingtonstreets.com includes information about street and sidewalk maintenance, including a complete list and map of planned preservation projects, an interactive street rating map, and regular updates on how the community's Local Motor Fuel Tax dollars are spent. The attached preliminary pavement preservation map shows the streets anticipated to be preserved using High-Pressure Slurry Seal in FY 2026.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: If approved, the City will enter into an agreement with Donelson Construction Company, LLC, in the amount of \$1,052,576.20. This will be paid out of the Capital Improvement (Asphalt & Concrete) Fund-Street Construction & Improvement account (40120200- 72530). Stakeholders can locate this in the FY 2026 Proposed Budget Book titled "Other Funds & Capital Improvement" on pages 70, 72, 159, 210, 211, and 212.

Respectfully submitted for consideration.

Prepared by: Bob Yehl, Assistant City Engineer

ATTACHMENTS:

[ENG 7B Resolution](#)

[ENG 7C Resolution - Exhibit A](#)

[ENG 7D Sole Source Letter](#)

[ENG 7E LSJF](#)

[ENG 7F Waiver Request](#)

[ENG 7G Map](#)

RESOLUTION NO. 2025 - _____

A RESOLUTION WAIVING THE FORMAL BIDDING AND PROJECT LABOR REQUIREMENTS AND APPROVING A CONSTRUCTION AGREEMENT WITH DONELSON CONSTRUCTION COMPANY, LLC, FOR FISCAL YEAR 2026 PAVEMENT PRESERVATION HIGH-PRESSURE SLURRY SEAL PROGRAM, IN THE AMOUNT OF \$1,052,576.20

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

WHEREAS, City Code §16-403(C)(1) authorizes the City to waive the technical bidding requirements when it is in the best interest of the City; and

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

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

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

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

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

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

WHEREAS, Staff recommend that the COUNCIL authorize the waiver of technical bidding and Project Labor requirements of the City Code, and approve the Agreement with Donelson Construction Company, LLC, for the Fiscal Year 2026 Pavement Preservation High-Pressure Slurry Seal Program in the amount of \$1,052,576.20; and

WHEREAS, the City Council finds it in the best interest of the City 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. The formal bid and PLA requirements are waived for the Fiscal Year 2025 Pavement Preservation High-Pressure Slurry Seal Program.

SECTION 3. The City Manager, or designated representative(s), are authorized to execute the Agreement, and any other necessary documents to effectuate the purchase. The City Manager, or designee, is further authorized to approve any changes to the work utilizing the contingency amount set forth in the Agreement and within the Agreement amount, to the extent the City Manager finds such to be in the best interests of the City.

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

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

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

PASSED this 28th day of May 2025.

APPROVED this ____ day of May 2025.

CITY OF BLOOMINGTON

ATTEST

Dan Brady, Mayor

Leslie Smith-Yocum, City Clerk

EXHIBIT A

CITY OF BLOOMINGTON AGREEMENT WITH

Donelson Construction Company, LLC

FOR

FY 2026 Pavement Preservation High-Pressure Slurry Seal Program

THIS AGREEMENT, dated this ____ day of _____ May _____, 2025, is between the City of Bloomington, IL (hereinafter "CITY") and Donelson Construction Company, LLC (hereinafter "VENDOR"). CITY and VENDOR may hereinafter collectively be referred to as the "PARTIES" and individually as the "PARTY".

NOW THEREFORE, the PARTIES agree as follows:

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

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

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



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



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

_____ (hereinafter "REQUEST").

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

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

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



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



This Agreement is subject to bonding requirements.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

☐

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

☒

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

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

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

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

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

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

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

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

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

If to VENDOR:

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

Copy to:

If to CITY:

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

Copy to:

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

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

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

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

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

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

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

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

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

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

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

CITY OF BLOOMINGTON

By: _____
Its City Manager

ATTEST:

By: _____
Its City Clerk

VENDOR

By: Michael J. Donaldson
Its Managing Member

By: Donna E. Meyer
Its Office Manager

EXHIBIT A
DESCRIPTION OF SERVICES/WORK PROVIDED

This work shall consist of furnishing all labor, material and equipment necessary to perform all operations for the successful application of High-Pressure Slurry Seal to bituminous asphaltic concrete surface courses and concrete surface courses. The rejuvenation of surface courses shall be by pressure-injection of a crack sealant into the pavement while simultaneously applying a thin asphalt overlay. All work shall be in accordance with the specifications, any applicable drawings, and subject to the terms and conditions of this contract. Contract work shall be scheduled to begin within 20 business days of the Notice to Proceed submission. All work shall be completed by September 30, 2025. Please see attached documents for specifications and locations of work to be completed.

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

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

EXHIBIT B
COSTS/FEES

MAQS-2

$\$10.70/\text{SY} \times 83,241 \text{ SY} = \$890,678.70$

MAQS-FlexScratch

$\$9.25/\text{SY} \times 9,070 \text{ SY} = \$83,897.50$

Street Sweeping and Cleaning

\$9,000.00

Resident Notification

\$7,500.00

Traffic Control & Safety

\$1,500

Contingency

\$60,000.00

TOTAL

\$1,052,576.20

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

SPECIAL PROVISIONS

FY 2026 – PAVEMENT PRESERVATION HIGH-PRESSURE SLURRY SEAL PROGRAM

City Project 50-01-53199-26-01

TABLE OF CONTENTS OF SPECIAL PROVISIONS

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

Table of Contents

DESCRIPTION OF WORK	2
CONTRACTOR USE OF FIRE HYDRANTS PROHIBITED	3
ADDITION OR DELETION OF STREETS & QUANTITIES.....	3
PARTIAL PAYMENTS.....	3
LEGAL REGULATIONS AND RESPONSIBILITY TO PUBLIC	4
PROSECUTION & PROGRESS	4
PROJECT COMPLETION DATE PLUS WORKING DAYS	4
ADDITIONAL DOCUMENTATION REQUIRED TO BE SUBMITTED WITH BID.....	4
APPROVAL OF PROPOSED USE AREAS.....	5
MATERIAL SPECIFICATIONS FOR PRESSUREPAVE-MAQS® SURFACING SYSTEM	5
STREET SWEEPING AND CLEANING	9
OFF-SITE DUMPING OF SWEEPINGS	9
RESIDENT NOTIFICATION	10
TRAFFIC CONTROL & SAFETY	10
CONTINGENCY	11
BASIS OF PAYMENT	13

SPECIAL PROVISIONS

FY 2026 – PAVEMENT PRESERVATION HIGH-PRESSURE SLURRY SEAL PROGRAM

City Project 50-01-53199-26-01

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

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

Hierarchy of the Contract Documents			
Priority #	Specification Title	Version	Published By
1	Special Provisions	Contract	
2	Plans (see notes in Article 105.05)	Contract	
3	Recurring Special Provisions	January 1, 2025	IDOT
4	Supplemental Specifications	January 1, 2025	IDOT
5	Standard Specifications for Road and Bridge Construction (Standard Specifications)	January 1, 2022	IDOT
6	City of Bloomington Manual of Practice for the Design of Public Improvements	July 25, 2005	COB
7	Illinois Supplement to the National Manual on Uniform Traffic Control Devices	November 2021	IDOT
8	Manual on Uniform Traffic Control Devices (MUTCD)	December 2023 w/ 2024 Revisions	FHWA
9	Manual of Test Procedures of Materials	December 1, 2024	IDOT

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

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

DESCRIPTION OF WORK

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

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

CONTRACTOR USE OF FIRE HYDRANTS PROHIBITED

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

ADDITION OR DELETION OF STREETS & QUANTITIES

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

PARTIAL PAYMENTS

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

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

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

LEGAL REGULATIONS AND RESPONSIBILITY TO PUBLIC

Add the following after the first paragraph of Article 107.09:

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

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

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

PROSECUTION & PROGRESS

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

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

PROJECT COMPLETION DATE PLUS WORKING DAYS

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

The attention of the CONTRACTOR is directed to Article 108.09 of the STANDARD SPECIFICATIONS, which indicates the schedule of deductions for overruns on the Contract time. Article 108.09 shall apply in the event that the CONTRACTOR fails to complete the project by September 30, 2025.

ADDITIONAL DOCUMENTATION REQUIRED TO BE SUBMITTED WITH BID

The bidder shall include with their bid:

1. Product name and descriptive literature. Literature shall provide detailed information and show it at least meets the minimum specifications.

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

APPROVAL OF PROPOSED USE AREAS

Add the following to the requirements of Article 107.22:

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

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

MATERIAL SPECIFICATIONS FOR PRESSUREPAVE-MAQS® SURFACING SYSTEM

(United States Patent 9,260,826 B2)

(United States Patent 7,312,262 B2)

(United States Patent 9,879,387 B2)

(United States Patent 11,060,248 B2)

1.0 Description

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

The MAQS mixture shall consist of a cationic latex modified asphaltic emulsion, mineral aggregate, Portland cement, set-control additives and water. Both mixtures shall be properly transported, proportioned, mixed and evenly spread on the asphaltic pavement surface in strict accordance with the plans, these specifications and as directed by the City. Both mixtures shall simultaneously

cure to provide a new surface that is uniform and homogeneous in appearance, substantially fills all cracks, and adheres firmly to the existing surface.

2.0 Materials

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

2.2 MAQS Surfacing Material

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

2.2.2 Mineral Aggregate

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

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

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

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

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

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

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

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

3.0 Composition of MAQS Surfacing Mixture

3.1 The proposed MAQS mixture to be used for this project shall conform to the requirements specified when tested in accordance with the following tests. The residual asphalt content for these tests shall be 8.3% for MAQS-2, and 7.5% for MAQS-3. The emulsion design (i.e. surfactant content, surfactant solution ph, etc.) shall remain constant throughout all of the tests below, and shall not be altered from this design for project installation without consent of the City.

	DESCRIPTION	REQUIREMENT
Deep Dish Test Method	Cure time/strength	30 minutes: 5.5 mm 60 minutes: 4.0 mm 90 minutes: 3.5 mm
<u>ISSA TEST</u>	<u>DESCRIPTION</u>	<u>REQUIREMENT</u>
TB 139	Wet Cohesion	
	30 minutes (set time)	18 kg-cm minimum

	60 minutes (traffic time)	20 kg-cm min. (Or near spin)
TB 109	Excess Asphalt	30 g/ft ² maximum
TB 114	Wet Stripping	Pass (90% minimum)
TB 100	Wet Track Abrasion (For MAQS-3 a 3/8-inch mold shall be used)	
	One hour soak, loss	20 g/ft ² maximum
	Six day soak, loss	30 g/ft ² maximum
TB 113	Mix Time @ 25C (77F)	Controllable to 280 seconds, minimum
TB 147	Measurement of Stability	
	Lateral Displacement	1% maximum
	Vertical Displacement	5% maximum

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

4.0 Application

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

4.2 Spreading of Mixtures.

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

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

4.3 Application Rate.

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

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

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

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

5.0 Work Experience and Workmanship

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

6.0 Method of Measurement and Basis of Payment

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

STREET SWEEPING AND CLEANING

This item includes sweeping and cleaning of all streets in which a treatment is to be applied, prior to the treatment, with labor and equipment supplied by the contractor. Prior to the treatment, the contractor may, at times, be required to use a power blower or hand sweeper to remove small amounts of debris which may have accumulated after the sweeper has cleaned the street or in areas missed by the sweeper, such as where a vehicle may have been parked. No additional compensation will be allowed for such cleaning.

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

OFF-SITE DUMPING OF SWEEPINGS

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

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

RESIDENT NOTIFICATION

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

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

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

TRAFFIC CONTROL & SAFETY

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

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

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

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

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

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

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

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

CONTINGENCY

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

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

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

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

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

The FHWA hourly rate is calculated as follows.

$$\text{FHWA hourly rate} = (\text{monthly rate}/176) \times (\text{model year adj.}) \times (\text{Illinois adj.}) + \text{EOC}$$

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

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

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

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

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

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

For CONTINGENCY work, a maximum of one hour of mobilization time will be allowed for each additional piece of equipment used at the project site per the following: The hour includes both mobilization and demobilization (half hour for each). Mobilization for equipment brought under its own power will be paid at the equipment rate. Mobilization for equipment transported by trailer or special vehicle will be paid at the truck-trailer combination or special vehicle rates only (not the equipment). A special vehicle includes a truck or van with a lift gate or similar loading device. One mobilization will be paid for multiple pieces of equipment transported on the same trailer or special vehicle at the same time. Mobilization time will be paid once for a multi-day project. Mobilization will not be paid for equipment that is brought to the project site but not used or for equipment already onsite for work on other pay items. Mobilization of small equipment, such as a cut-off saw, plate compactor or vibrator, which can be transported in a pickup truck or van will not be paid. The maximum one-hour mobilization time also applies to the Operating Engineer operating the equipment under its own power or Truck Driver operating a truck-trailer or special vehicle hauling equipment. Mobilization time will not be paid for any other labor trade or personnel. Travel time for both labor and equipment between small projects that are completed during the same day will be compensated at the labor rate for each trade and at the equipment rate for equipment transported under its own power and at the truck-trailer or special vehicle rate for equipment that is hauled. Stand-by time for equipment, labor, trucks, trailers or special vehicles will not be paid. Unless otherwise authorized, only one pickup truck per project will be measured for payment."

The "MAINTENANCE AND REPAIR TIME & MATERIALS REPORT" included in the proposal packet shall be used to track all work performed under the CONTINGENCY line item and shall be agreed upon and signed by the Contractor and Engineer or his Representative at the end of each workday. The Contractor shall submit invoices to City for all CONTINGENCY work within 45 days. Invoices submitted which do not include a

signed report form will not be paid. Changes to a completed and signed report form will not be allowed without prior approval from the Engineer.

BASIS OF PAYMENT

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

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

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

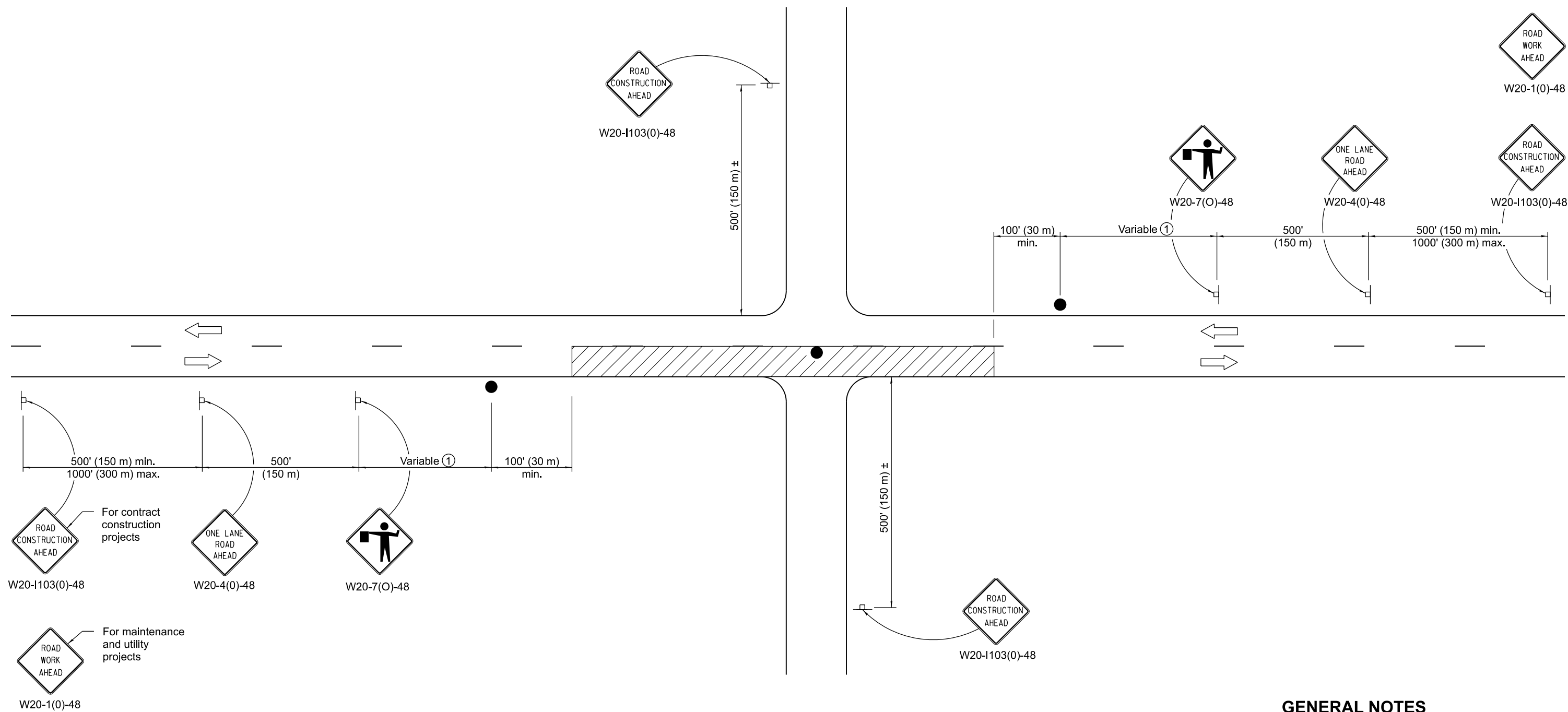
Debris and aggregate from sweepings will be paid for at the contract unit price for OFF-SITE DUMPING OF SWEEPINGS per lump sum.

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

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

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

***** END OF SPECIAL PROVISIONS *****



TYPICAL APPLICATIONS

Bituminous resurfacing
Milling operations
Utility operations
Shoulder operations

SYMBOLS

- Work area
- Sign on portable or permanent support
- Flagger with traffic control sign

GENERAL NOTES

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

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

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

Illinois Department of Transportation

APPROVED January 1, 2018

ENGINEER OF SAFETY PROG. AND ENGINEERING

APPROVED January 1, 2018

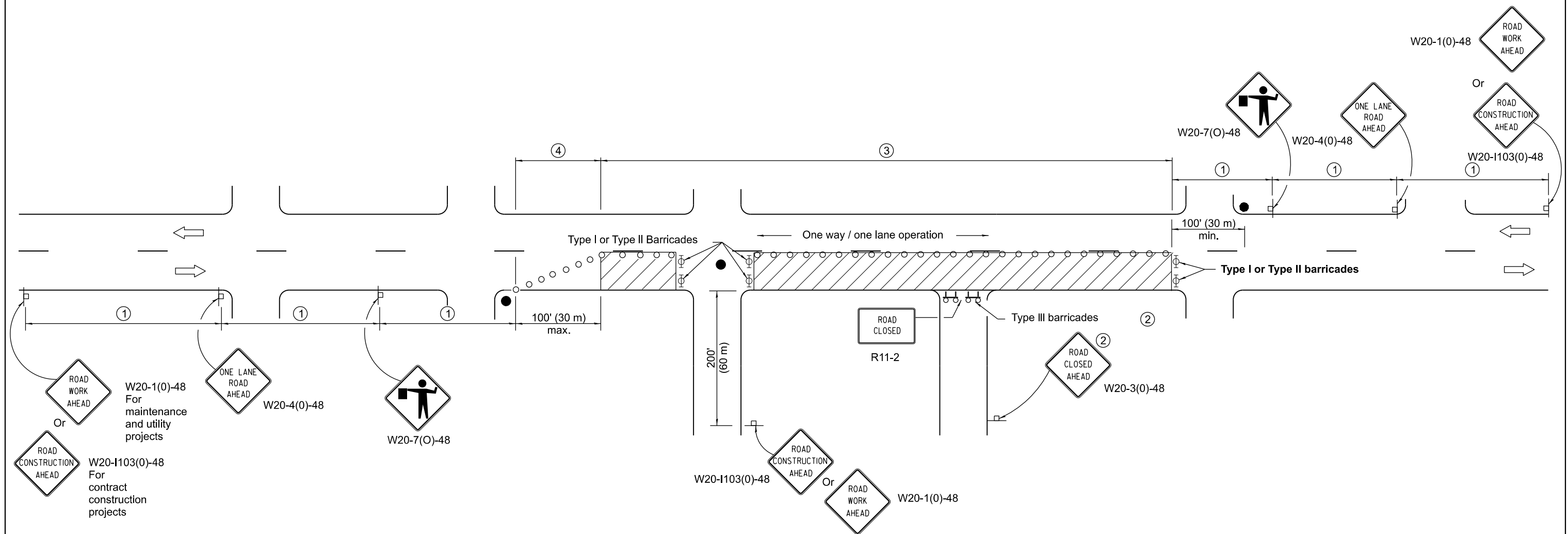
ENGINEER OF DESIGN AND ENVIRONMENT

ISSUED 1-1-97

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

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

STANDARD 701306-04



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

SYMBOLS

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

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

GENERAL NOTES

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

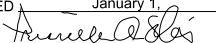
All dimensions are in inches (millimeters) unless otherwise shown.

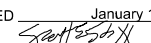
DATE	REVISIONS
1-1-11	Revised flagger sign.
1-1-09	Switched units to English (metric).
	Corrected sign No.'s.

URBAN LANE CLOSURE, 2L, 2W, UNDIVIDED

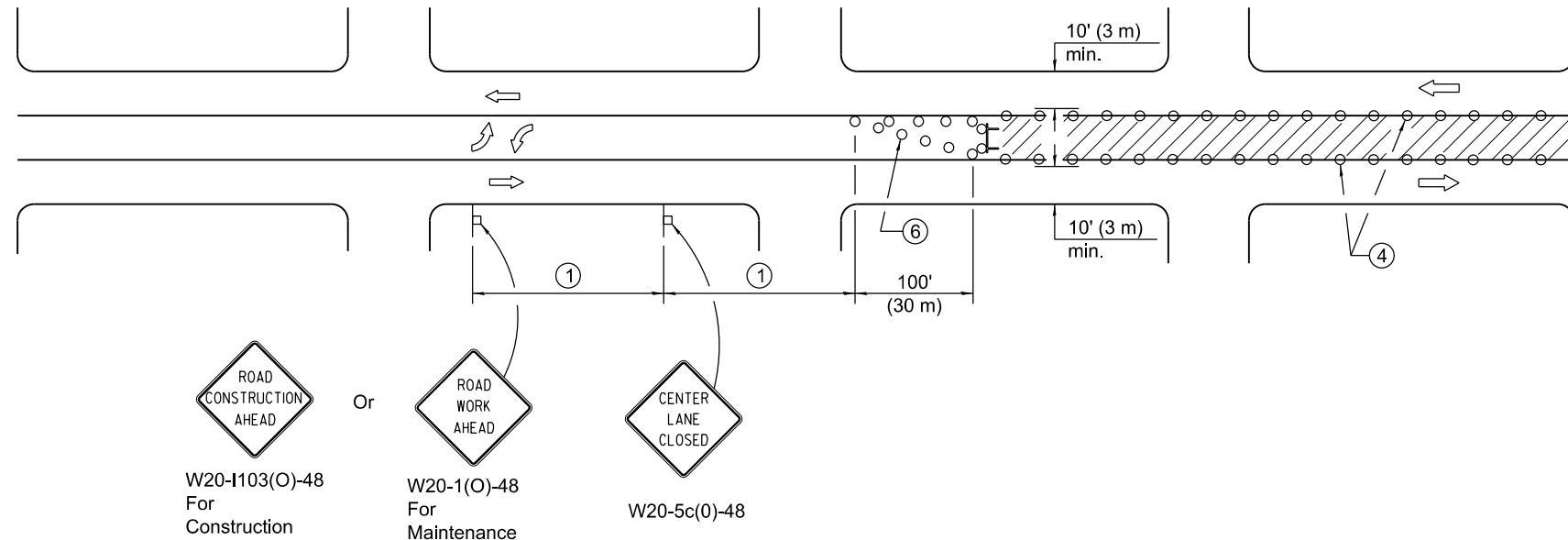
STANDARD 701501-06

 Illinois Department of Transportation

APPROVED January 1, 2011

ENGINEER OF SAFETY ENGINEERING

APPROVED January 1, 2011

ENGINEER OF DESIGN AND ENVIRONMENT

ISSUED 1-1-97



CASE I

(Signs required for both directions)

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

SYMBOLS

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

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

GENERAL NOTES

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

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

Calculate L as follows:

SPEED LIMIT	FORMULAS	
	English	(Metric)
40 mph (70 km/h) or less:	$L = \frac{WS^2}{60}$	$L = \frac{WS^2}{150}$
45 mph (80 km/h) or greater:	$L = (W)(S)$	$L = 0.65(W)(S)$
W = Width of offset in feet (meters).		
S = Normal posted speed mph (km/h).		

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

Illinois Department of Transportation

APPROVED January 1, 2019

ENGINEER OF SAFETY PROG. AND ENGINEERING

APPROVED January 1, 2019

ENGINEER OF DESIGN AND ENVIRONMENT

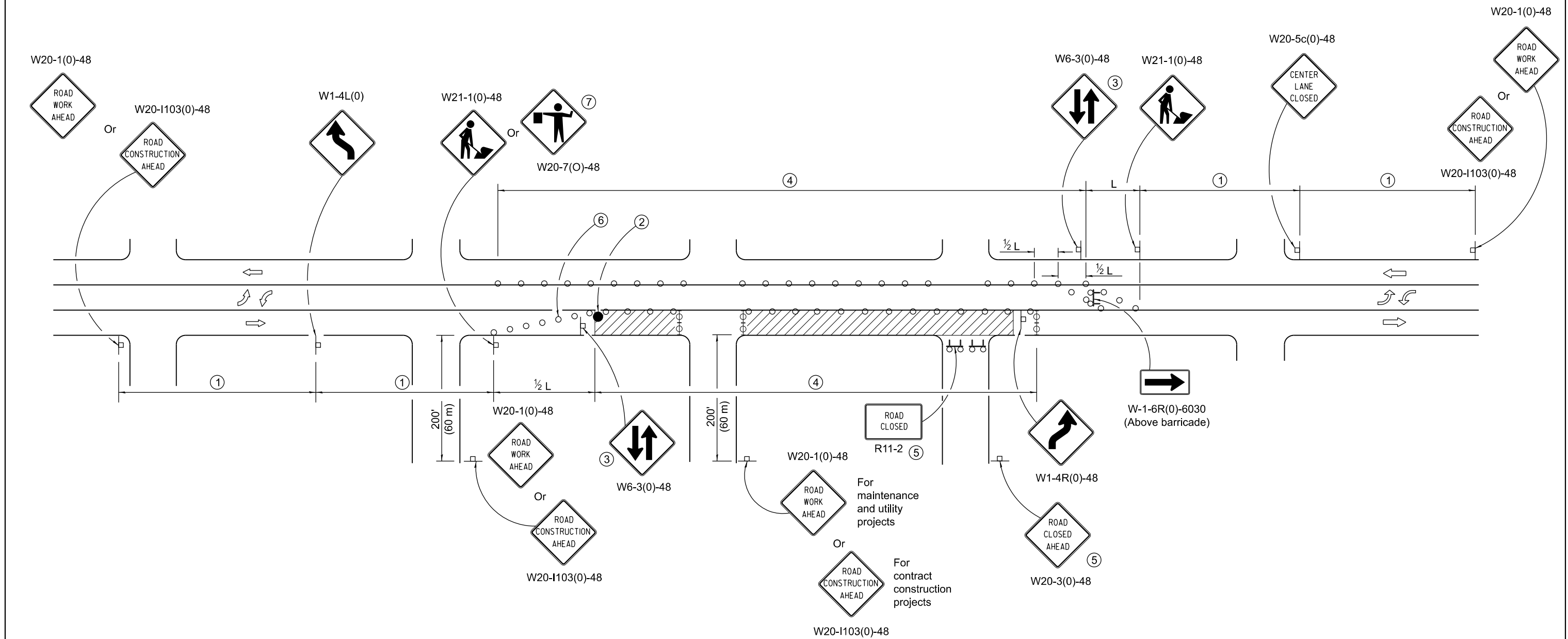
ISSUED 1-1-01

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

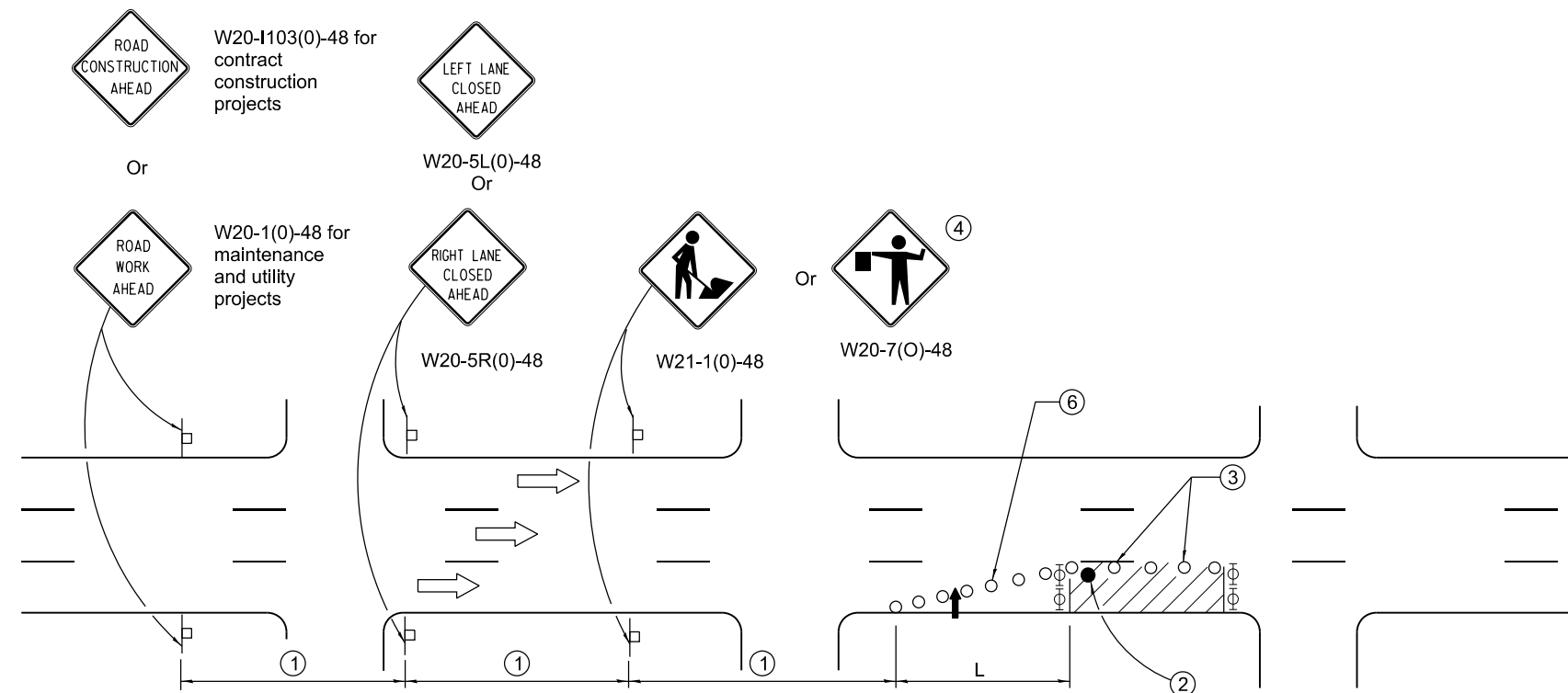
URBAN LANE CLOSURE,
2L, 2W, WITH BIDIRECTIONAL
LEFT TURN LANE

(Sheet 1 of 2)

STANDARD 701502-09



CASE II



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

SYMBOLS

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

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

GENERAL NOTES

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

Calculate L as follows:

SPEED LIMIT

FORMULAS

40 mph (70 km/h)
or less:

English (Metric)

$$L = \frac{WS^2}{60} \quad L = \frac{WS^2}{150}$$

45 mph (80 km/h)
or greater:

$$L = (W)(S) \quad L = 0.65(W)(S)$$

W = Width of offset
in feet (meters).

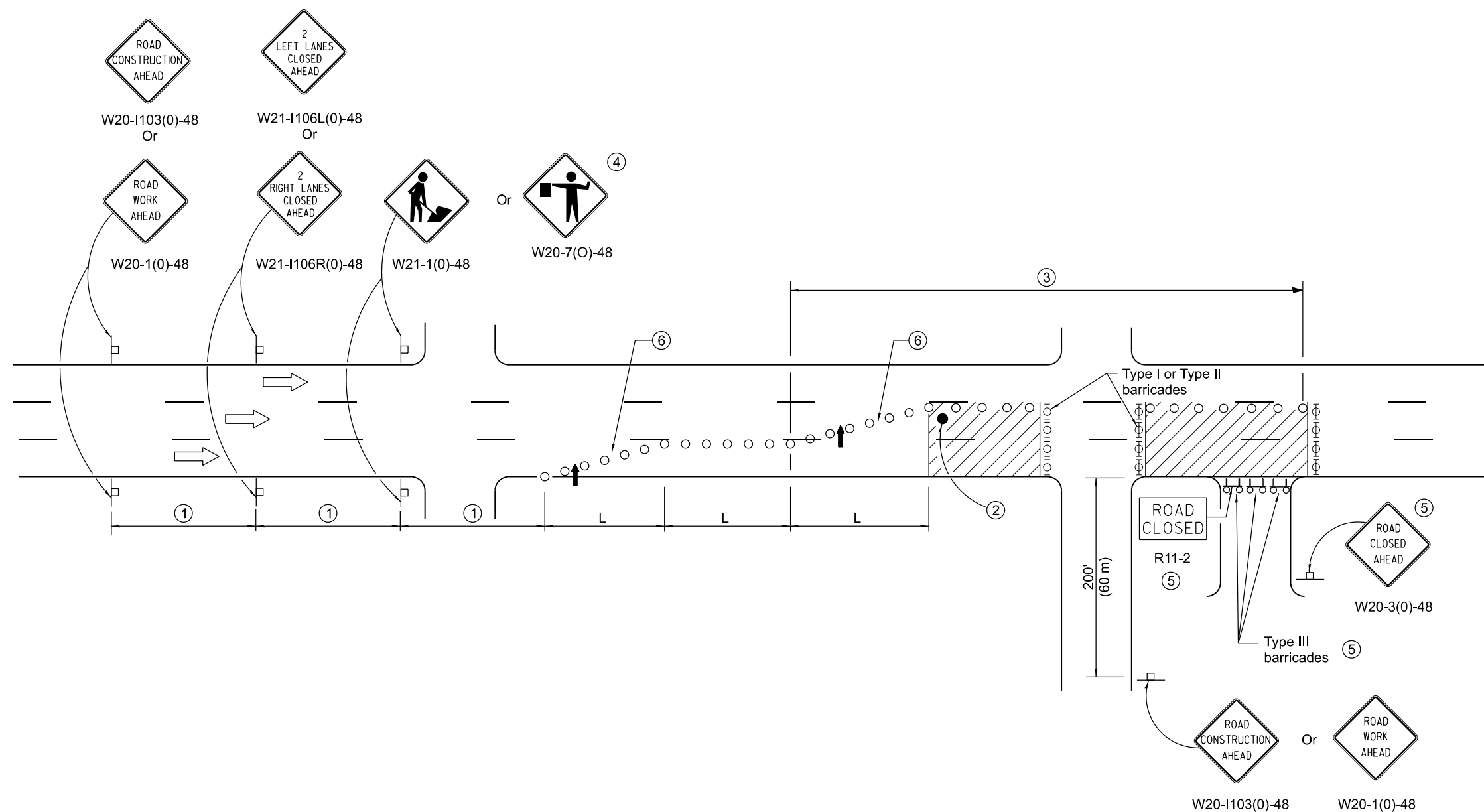
S = Normal posted speed
mph (km/h).

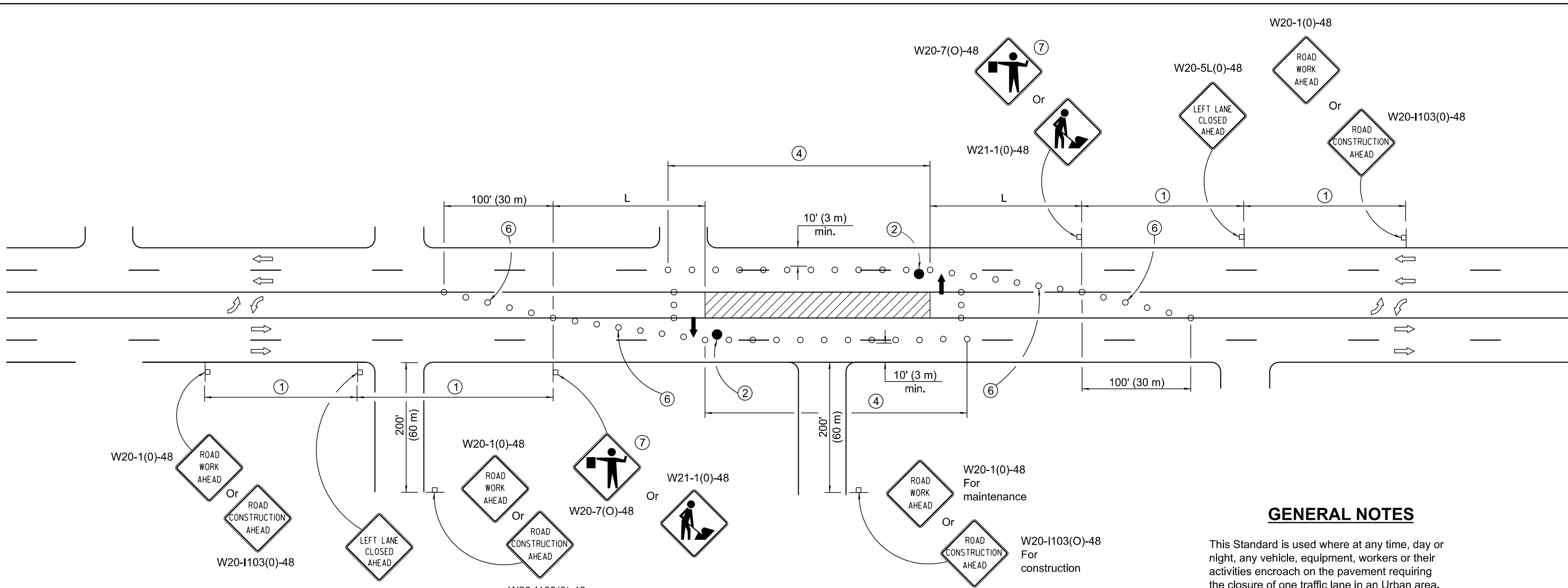
All dimensions are in inches (millimeters)
unless otherwise shown.

Illinois Department of Transportation	
APPROVED _____ January 1, 2014	ISSUED 1-1-97
ENGINEER OF SAFETY ENGINEERING	
APPROVED _____ January 1, 2014	
ENGINEER OF DESIGN AND ENVIRONMENT	

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

URBAN LANE CLOSURE, MULTILANE, 1W OR 2W WITH NONTRAVERSABLE MEDIAN (Sheet 1 of 2)





CASE I

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

GENERAL NOTES

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

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

Calculate L as follows:

SPEED LIMIT

40 mph (70 km/h) or less:

45 mph (80 km/h) or greater:

FORMULAS

English	(Metric)
$L = \frac{WS^2}{60}$	$L = \frac{WS^2}{150}$
$L = (W)(S)$	$L = 0.65(W)(S)$

W = Width of offset in feet (meters).

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

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

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

SYMBOLS

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

Illinois Department of Transportation

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

APPROVED January 1, 2019
[Signature]
ENGINEER OF DESIGN AND ENVIRONMENT

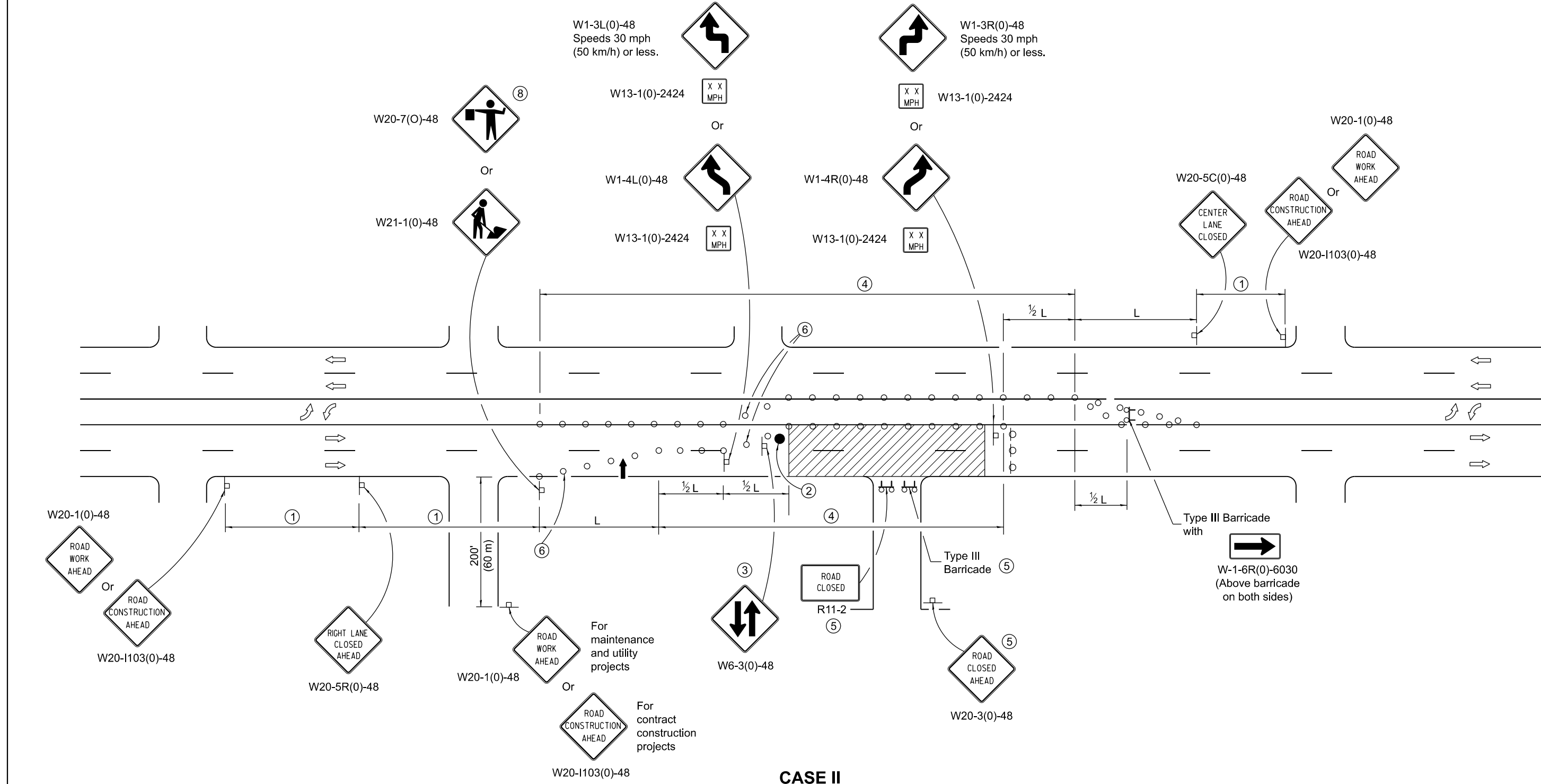
ISSUED 1-1-13

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

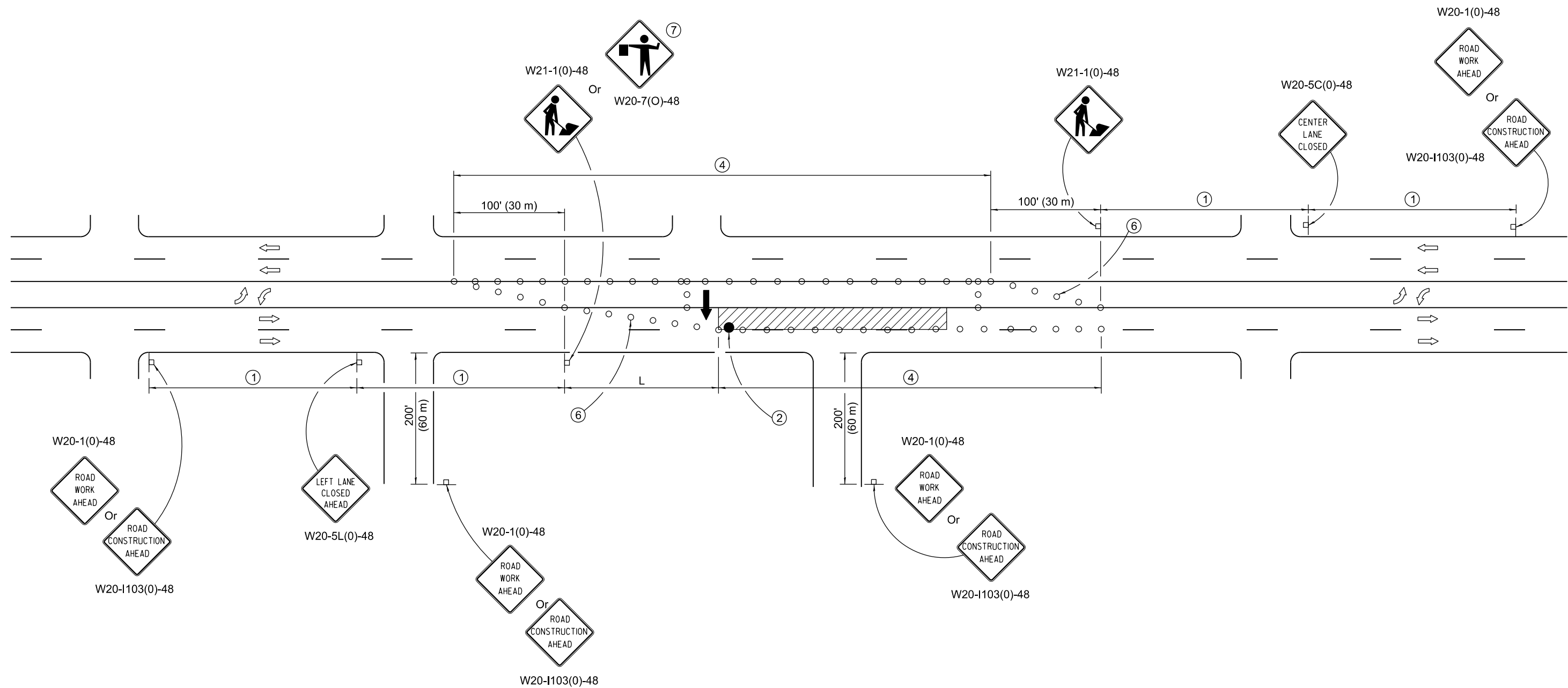
URBAN LANE CLOSURE,
MULTILANE, 2W WITH
BIDIRECTIONAL LEFT TURN LANE
(Sheet 1 of 4)

STANDARD 701602-10

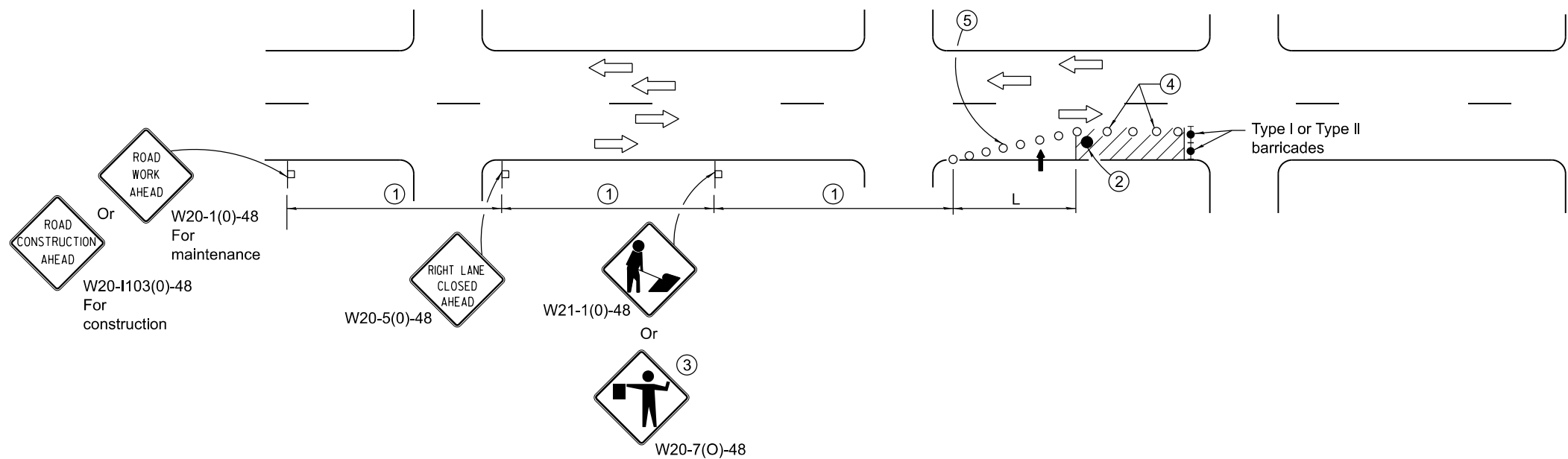
319



CASE II



CASE III



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

SYMBOLS

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

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

GENERAL NOTES

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

Calculate L as follows:

SPEED LIMIT

40 mph (70 km/h) or less:

45 mph (80 km/h) or greater:

W = Width of offset in feet (meters).

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

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

FORMULAS

English (Metric)

$$L = \frac{WS^2}{60} \quad L = \frac{WS^2}{150}$$

$$L = (W)(S) \quad L = 0.65(W)(S)$$

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

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

STANDARD 701606-10

Illinois Department of Transportation

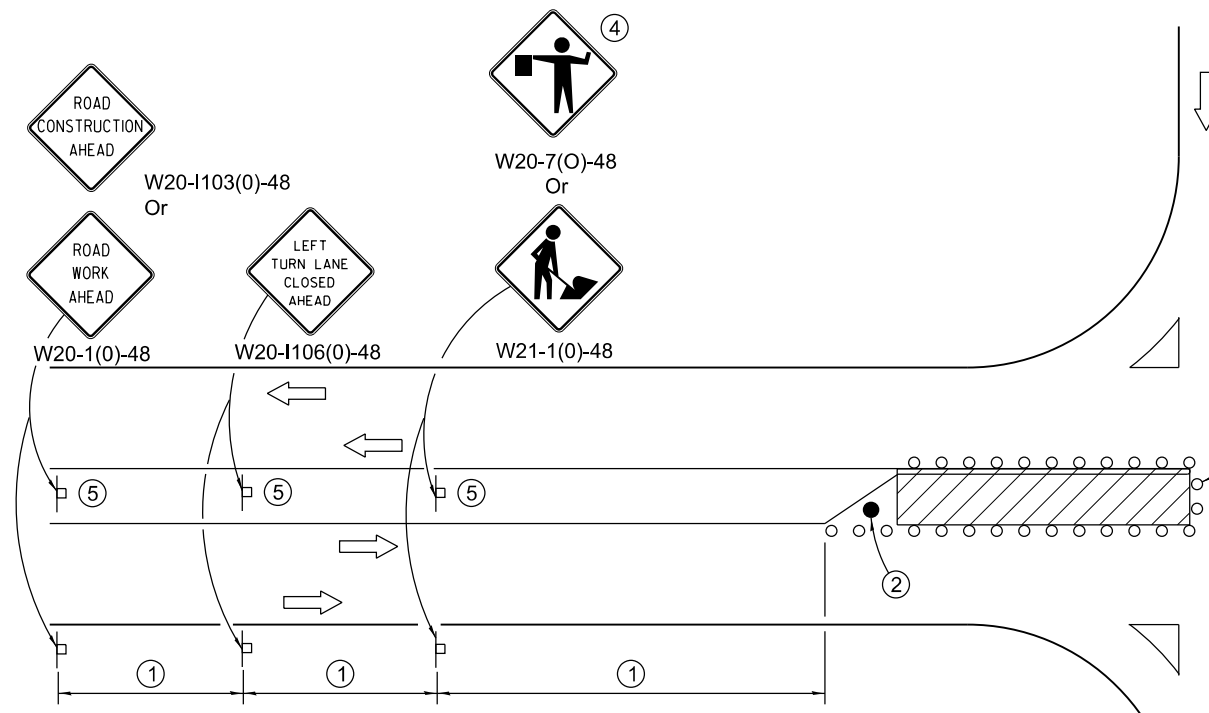
APPROVED January 1, 2015

ENGINEER OF SAFETY ENGINEERING

APPROVED January 1, 2015

ENGINEER OF DESIGN AND ENVIRONMENT

ISSUED 1-1-97



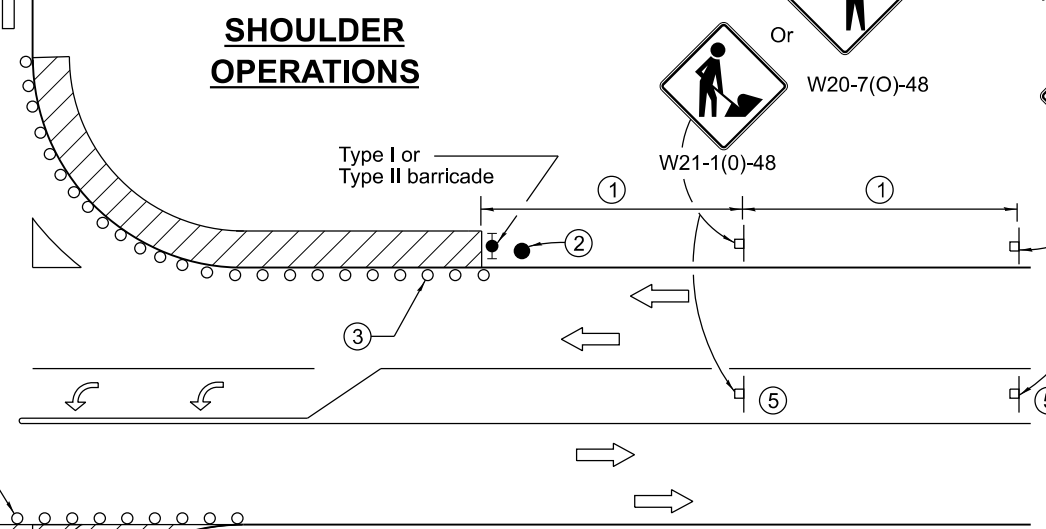
**LEFT TURN LANE OR CENTER
MEDIAN OPERATIONS**

- ① Refer to SIGN SPACING TABLE for distance.
- ② Required for speed > 40 mph.
- ③ Cones at 25' (8 m) centers for 250' (75 m). Additional cones may be placed at 50' (15 m) centers. When drums or Type I or Type II barricades are used, the interval between devices may be doubled.
- ④ Use flagger sign only when flagger is present.
- ⑤ Omit this sign when median is less than 10' (3 m) or for bi-directional turn lanes.
- ⑥ Cones, drums or barricades at 20' (6 m) centers in taper.
- ⑦ Advanced arrow board required for speeds > 45 mph.
- ⑧ Three Type II barricades, drums or vertical barricades at 50' (15 m) centers.

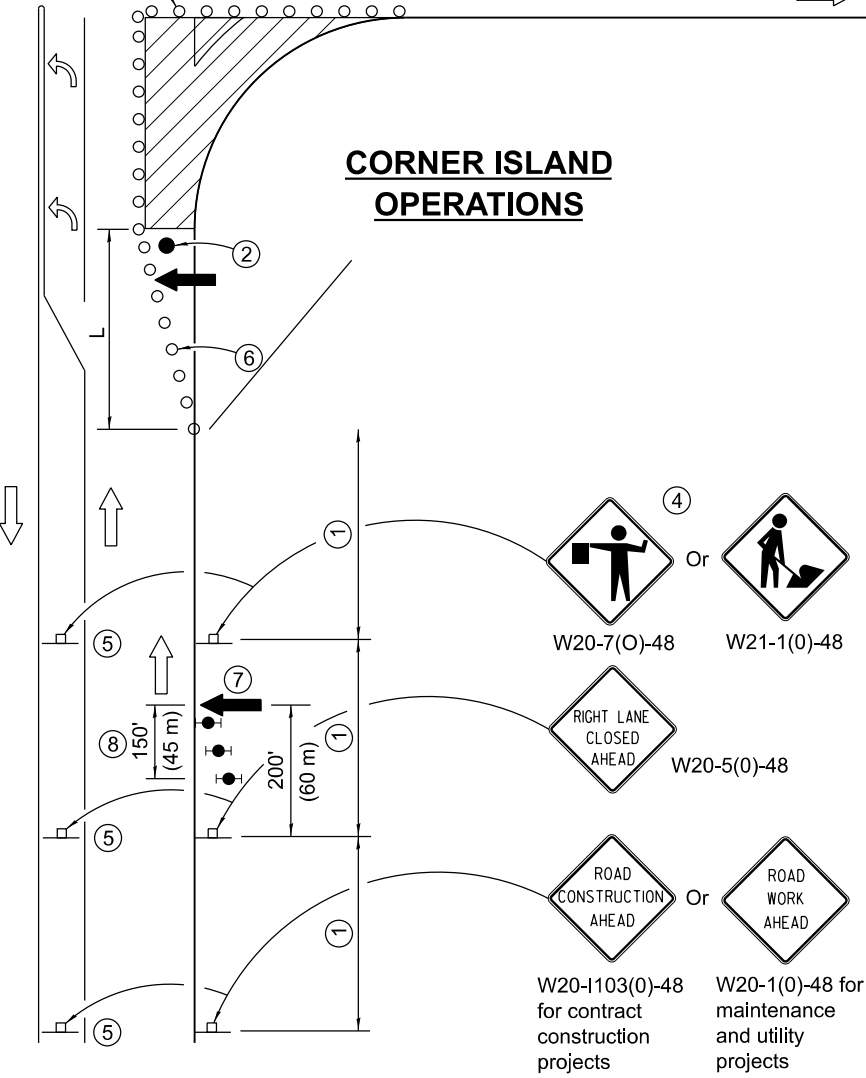
SYMBOLS

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

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



**CORNER ISLAND
OPERATIONS**



GENERAL NOTES

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

Calculate L as follows:

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

45 mph (80 km/h) or greater:	$L=(W)(S)$	$L=0.65(W)(S)$
------------------------------	------------	----------------

W = Width of offset in feet (meters).

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

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

Illinois Department of Transportation

APPROVED April 1, 2016
[Signature]
ENGINEER OF SAFETY ENGINEERING

APPROVED April 1, 2016
[Signature]
ENGINEER OF DESIGN AND ENVIRONMENT

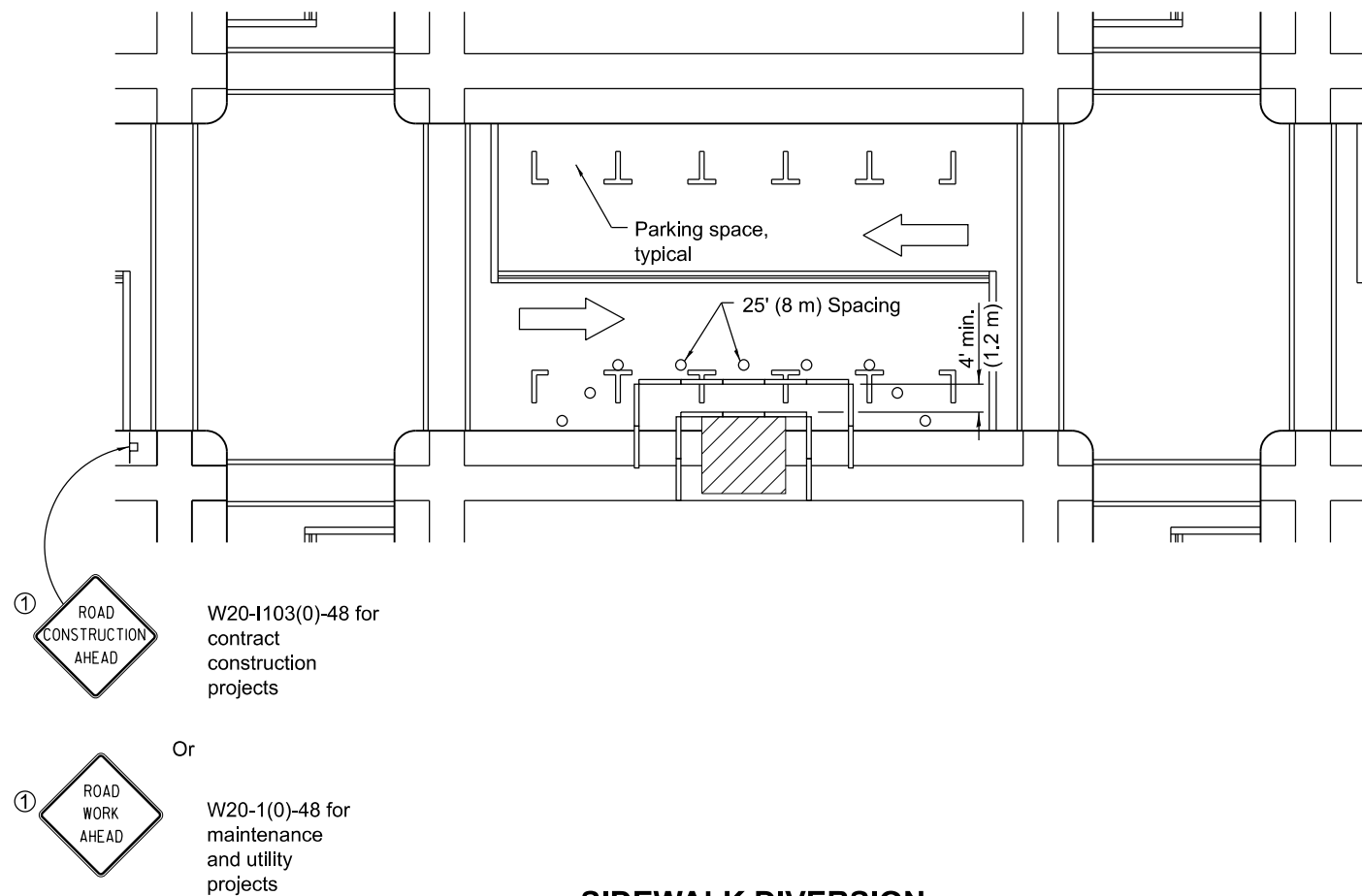
ISSUED 1-1-97

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

**URBAN LANE CLOSURE,
MULTILANE INTERSECTION**

STANDARD 701701-10

324



① Omit whenever duplicated by road work traffic control.

GENERAL NOTES

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

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

Temporary facilities shall be detectable and accessible.

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

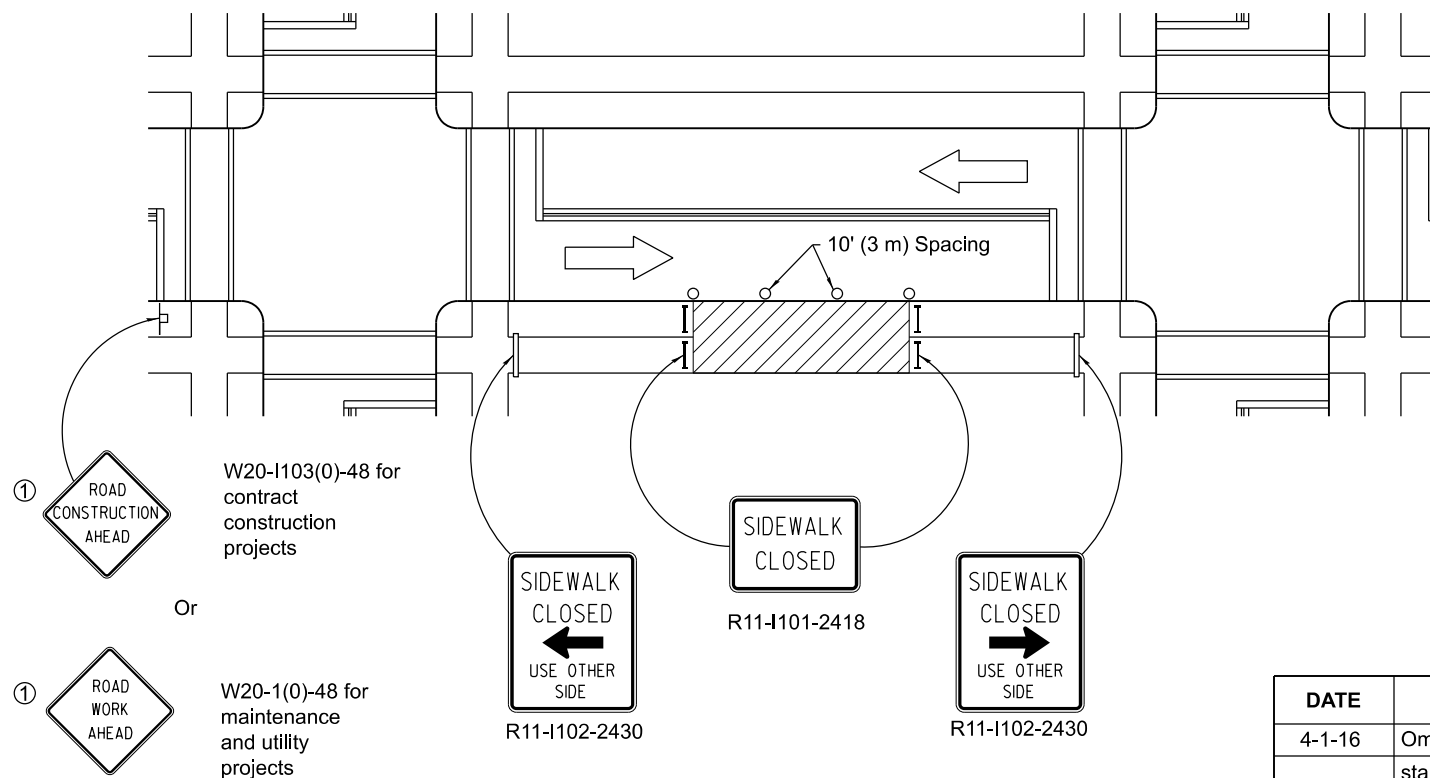
The SIDEWALK CLOSED / USE OTHER SIDE sign shall be placed at the nearest crosswalk or intersection to each end of the closure. Where the closure occurs at a corner, the signs shall be erected on the corners across the street from the closure. The SIDEWALK CLOSED signs shall be used at the ends of the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

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

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

SYMBOLS

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



SIDEWALK CLOSURE

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

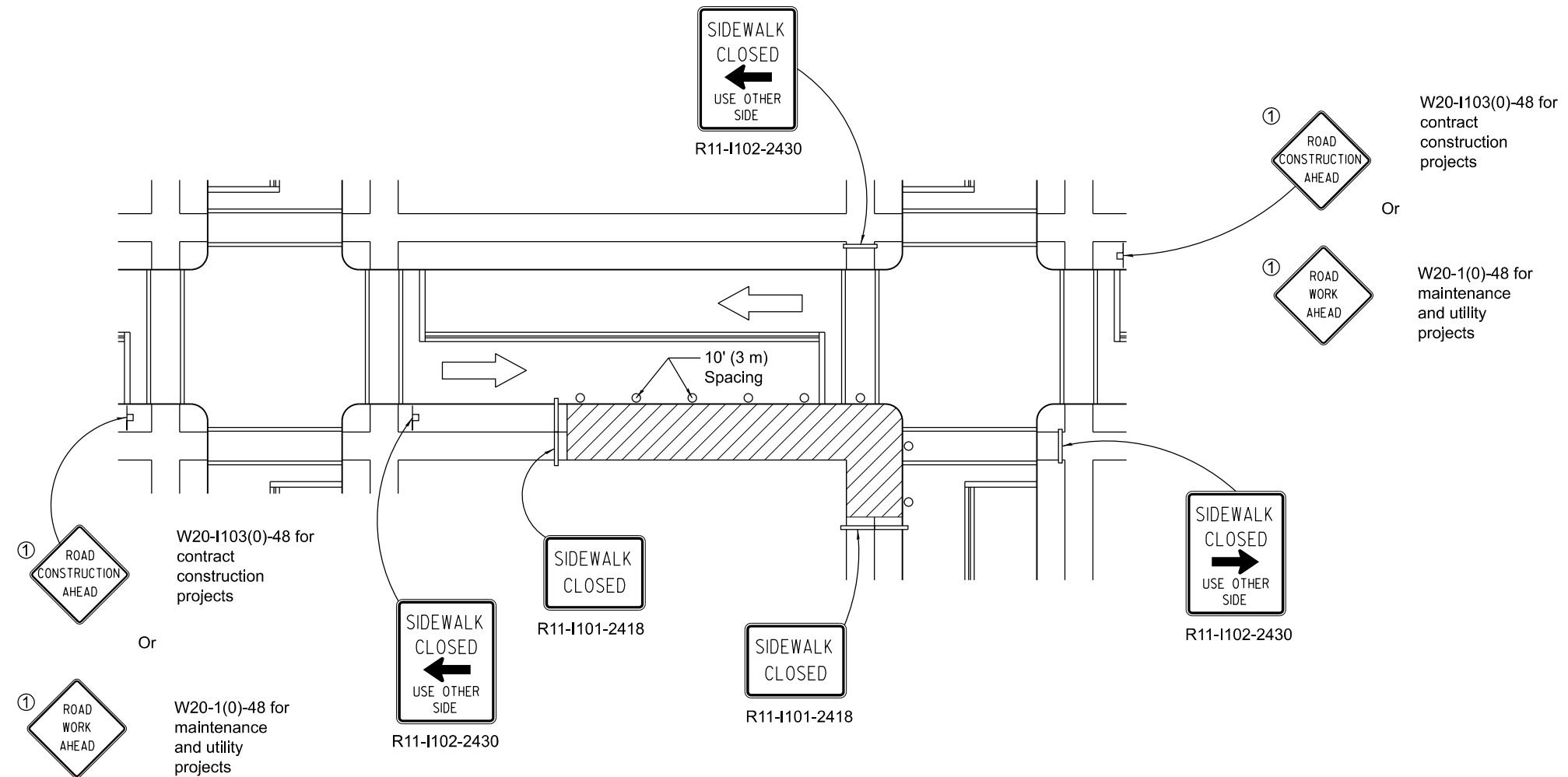
SIDEWALK, CORNER OR CROSSWALK CLOSURE

(Sheet 1 of 2)

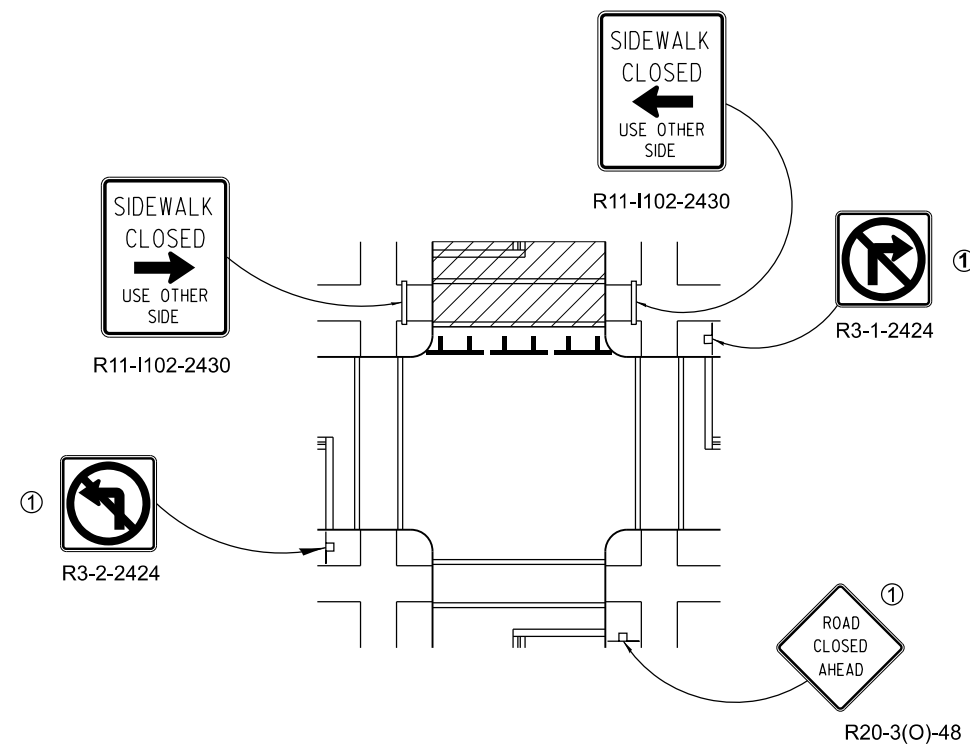
STANDARD 701801-06

325

Illinois Department of Transportation	
APPROVED January 1, 2016	ISSUED 1-1-97
ENGINEER OF SAFETY ENGINEERING	
APPROVED January 1, 2016	
ENGINEER OF DESIGN AND ENVIRONMENT	



CORNER CLOSURE



CROSSWALK CLOSURE

Orange
Posted speed < 45 mph

Orange
Any posted speed

DAYTIME USE

Orange
Any posted speed

Orange
Any posted speed

DAY OR NIGHTTIME USE

3 (75)
min.

28 (700)

4 (100)

4 (100)

TUBULAR MARKER

4' (1.2 m)
min.

24 (600)
min.

8-12 (200-300)

4 (100)

4 (100)

VERTICAL PANEL
POST MOUNTED

36 (900)

18 (450)
min.

4-6 (100-150)

4-6 (100-150)

DRUM

36 (900)
min.

24 (600)
min.

8-12 (200-300)

4 (100)

4 (100)

TYPE I BARRICADE

36 (900)
min.

24 (600)
min.

8-12 (200-300)

4 (100)

4 (100)

TYPE II BARRICADE

5' (1.5 m)
min.

4' (1.2 m)
min.

8-12 (200-300)

6 (150)

6 (150)

TYPE III BARRICADE

36 (900)

24 (600)

12 (300)

8 (200)

4 (100)

4 (100)

DIRECTION INDICATOR
BARRICADE

36 (900)

12 (300)

6 (150)

6 (150)

VERTICAL BARRICADE

36 (900)
min.

4' (1.2 m)
min.

8-12 (200-300)

6 (150)

6 (150)

2 (50)
max.

DETECTABLE PEDESTRIAN
CHANNELIZING BARRICADE

* Warning lights (if required)

Illinois Department of Transportation

APPROVED January 1, 2025

ENGINEER OF SAFETY PROG. AND ENGINEERING

APPROVED January 1, 2025

ENGINEER OF DESIGN AND ENVIRONMENT

ISSUED 1-1-13

DATE

REVISIONS

1-1-25

Updated Temporary Rumble Strip Detail (sht. 3).

1-1-24

Revised Type III Barricade notes (sht. 3) & moved warning light on post mounted signs to top center.

TRAFFIC CONTROL
DEVICES

(Sheet 1 of 3)

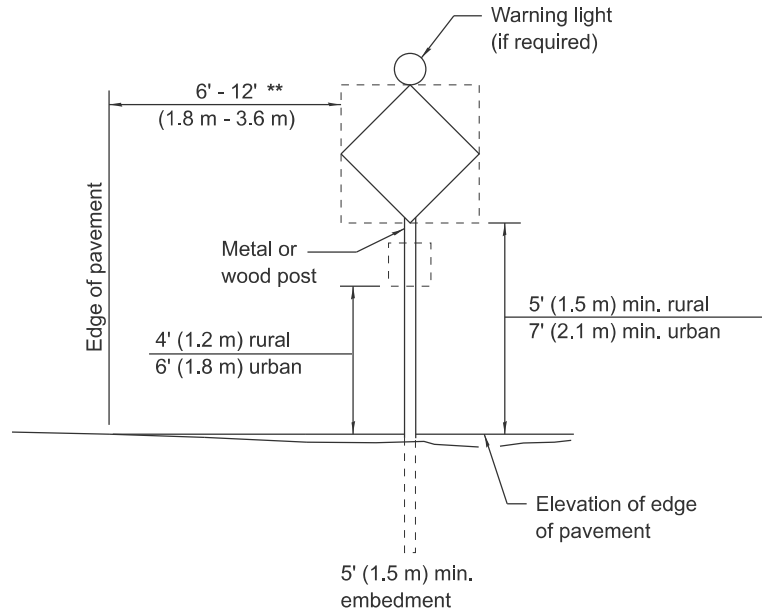
STANDARD 701901-10

327

GENERAL NOTES

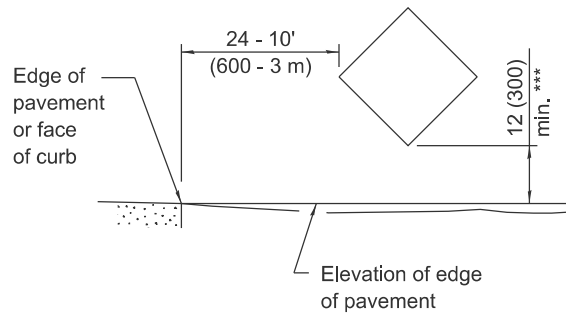
All heights shown shall be measured above the pavement surface.

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



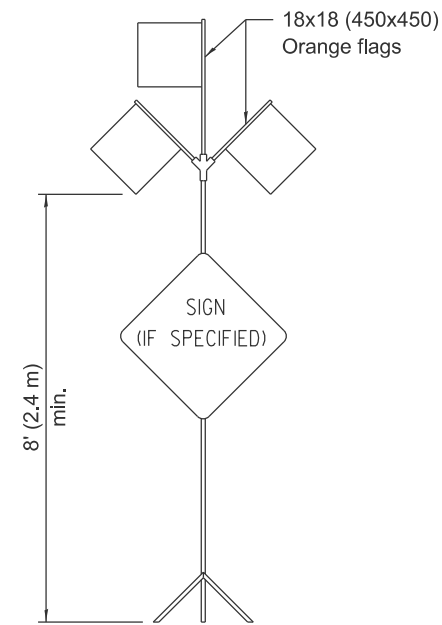
POST MOUNTED SIGNS

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

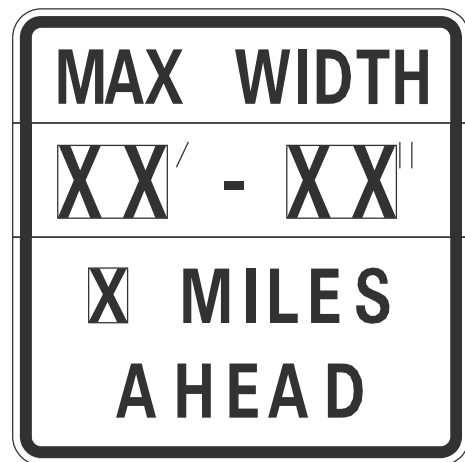


SIGNS ON TEMPORARY SUPPORTS

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



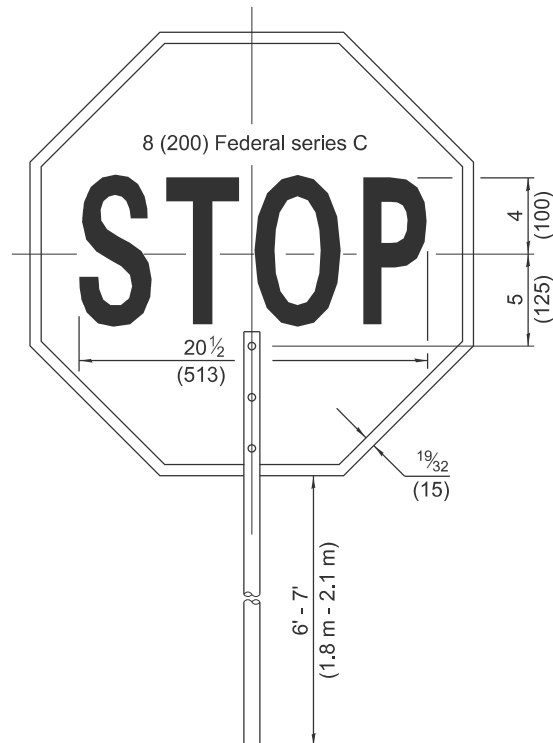
HIGH LEVEL WARNING DEVICE



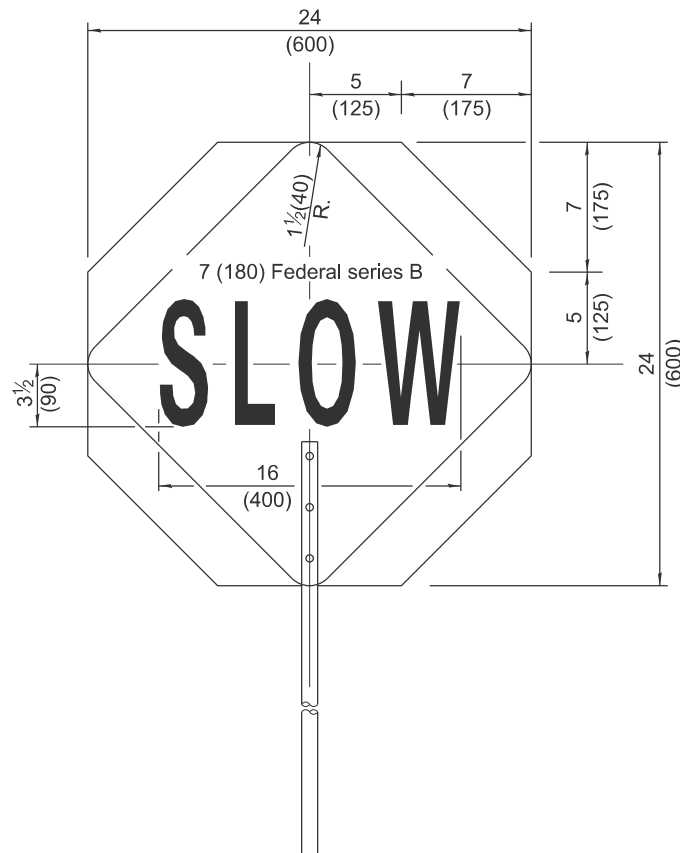
W12-I103-4848

WIDTH RESTRICTION SIGN

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



FRONT SIDE



REVERSE SIDE

FLAGGER TRAFFIC CONTROL SIGN

ROAD
CONSTRUCTION
NEXT X MILES

G20-I104(0)-6036

END
CONSTRUCTION

G20-I105(0)-6024

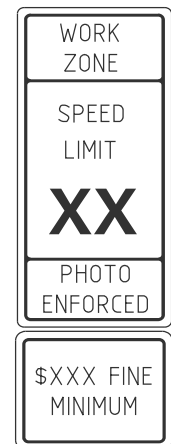
This signing is required for all projects 2 miles (3200 m) or more in length.

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

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

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

WORK LIMIT SIGNING



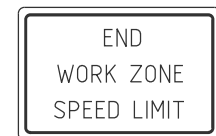
W21-III5(0)-3618

R2-1-3648

R10-I108p-3618 ****

R2-I106p-3618

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



G20-I103-6036

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

HIGHWAY CONSTRUCTION SPEED ZONE SIGNS

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

TRAFFIC CONTROL DEVICES

(Sheet 2 of 3)

STANDARD 701901-10

328

Illinois Department of Transportation

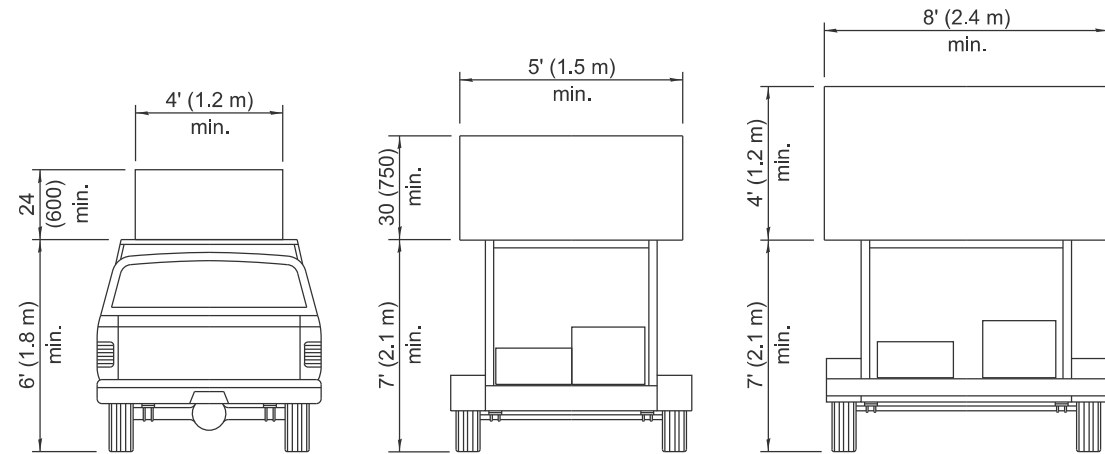
APPROVED January 1, 2025

ENGINEER OF SAFETY PROG. AND ENGINEERING

APPROVED January 1, 2025

ENGINEER OF DESIGN AND ENVIRONMENT

ISSUED 1-1-13

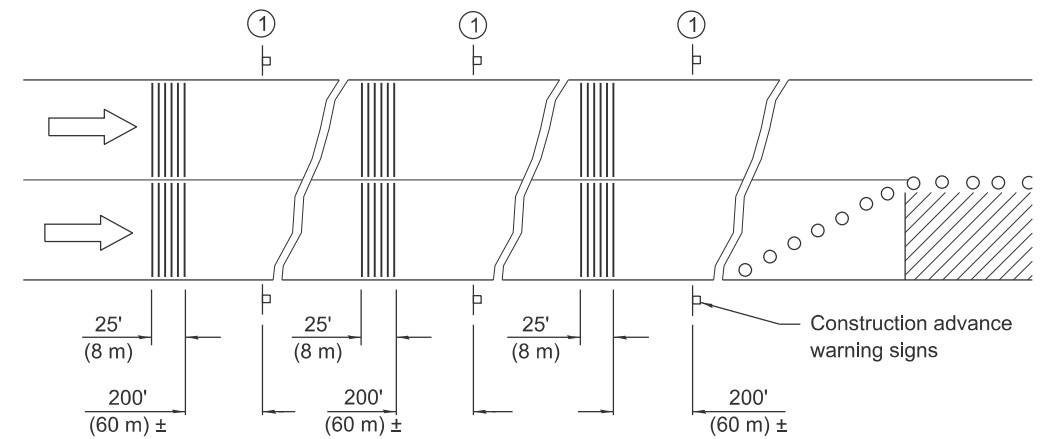


**TYPE A
ROOF
MOUNTED**

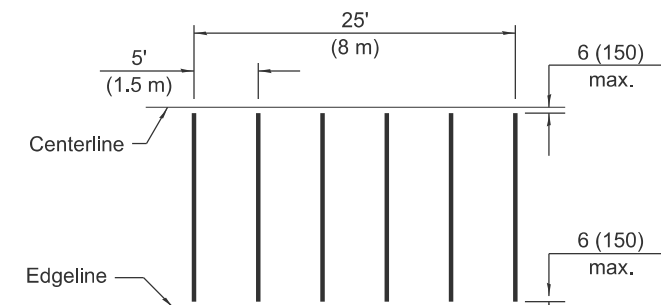
**TYPE B
ROOF OR TRAILER
MOUNTED**

**TYPE C
TRAILER
MOUNTED**

ARROW BOARDS

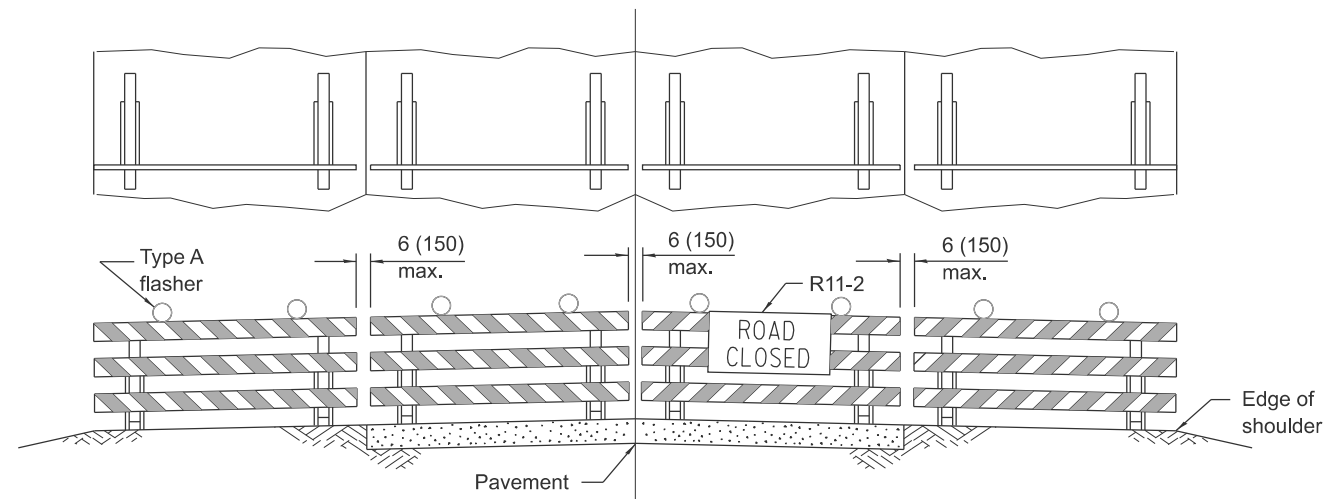


① This sign shall be omitted when median width is less than 10' (3 m).



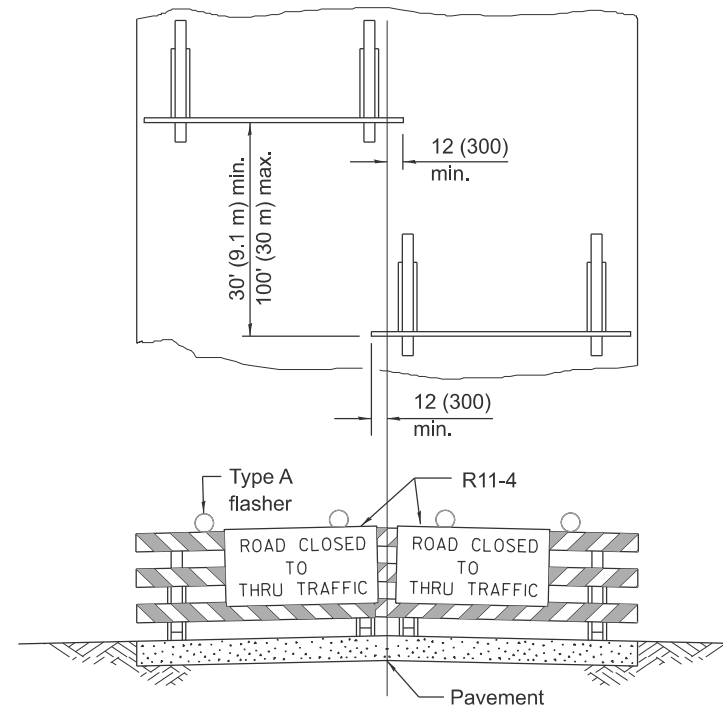
TYPICAL INSTALLATION

TEMPORARY RUMBLE STRIPS



ROAD CLOSED TO ALL TRAFFIC

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



ROAD CLOSED TO THRU TRAFFIC

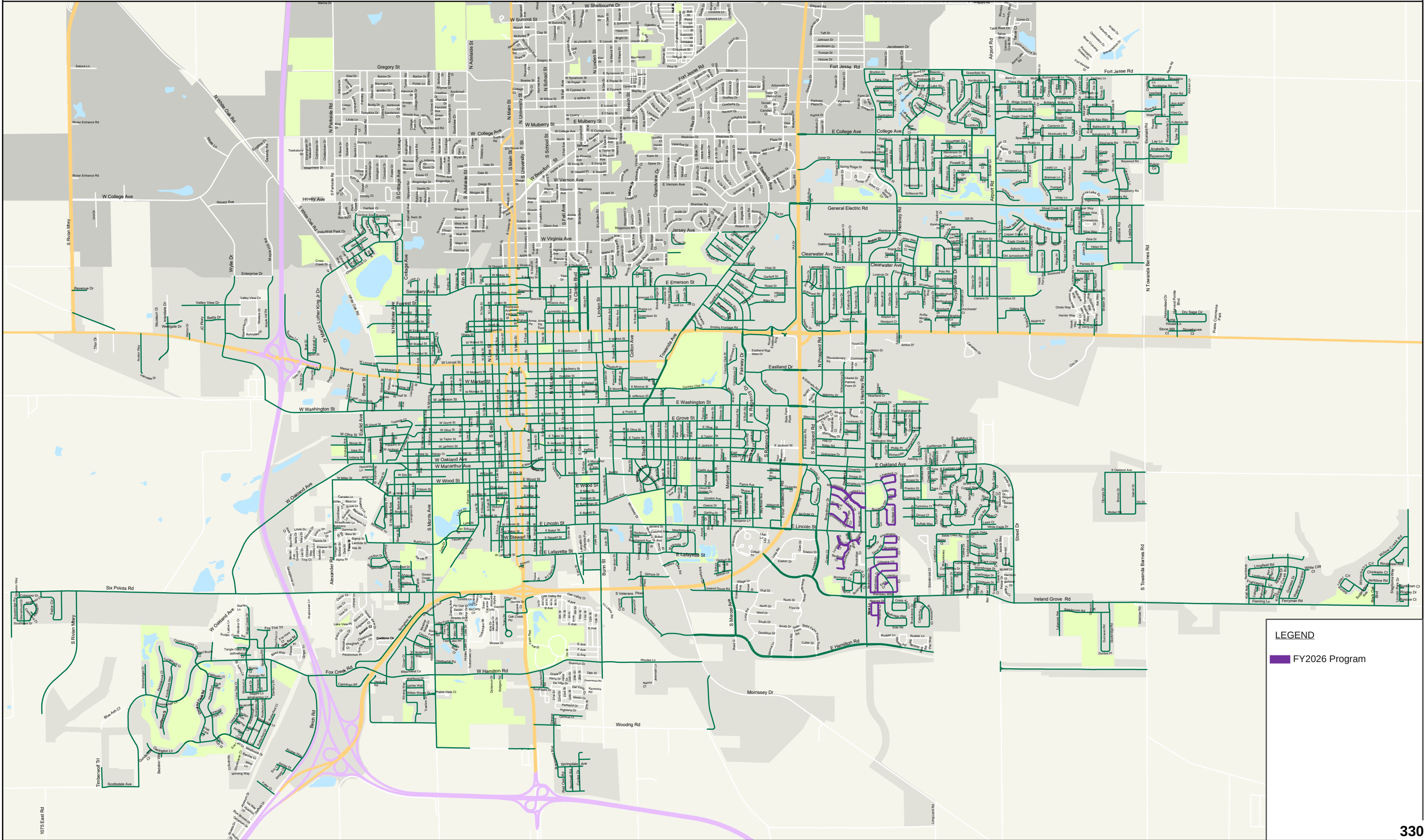
Reflectorized striping shall appear on both sides of the barricades.

**TYPICAL APPLICATIONS OF
TYPE III BARRICADES CLOSING A ROAD**

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

FY2026 HP Slurry Program

0 5,000 10,000
Feet



LEGEND
FY2026 Program

Road	Start	End
Chatsford Ct	Brookshire Grn	Brookshire Grn
Devon Rd	Brookshire Grn	Brookshire Grn
Kenfield Cir	Brookshire Grn	Brookshire Grn
Stratford Ct	Broadmoor Dr	End
Pheasant Run	Broadmoor Dr	Capen Dr
Hollyridge Cir	Pheasant Run	End
Capen Dr	Broadmoor Dr	Pheasant Run
Mockingbird Ln	Capen Dr	Hershey Rd
Morningside Dr	Broadmoor Dr	Hershey Rd
Wilshire Ct	Pendleton Way	End
Oxford Ct	Pendleton Way	End
London Ct	Oxford Ct	End
Bedford Ct	Pendleton Way	End
Pendleton Way	Start	End
Gloucester Cir	Dover Rd	Dover Rd
Kensington Cir	Dover Rd	Dover Rd
Chiswick Cir	Dover Rd	Dover Rd
Downing Cir	Dover Rd	Dover Rd
Earls Ct	End	Dover Rd
Paddington Dr	Dover Rd	Wembley Way
Beckenham Dr	Dover Rd	Wembley Way
Wembley Way	Beckenham Dr	Dover Rd
Neaves Dr	Myra Ln	Keybridge Way
Myra Ln	Neaves Dr	Whitmer Ct
Whitmer Ct	Neaves Dr	End



**Construction
Company, LLC**

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

February 25, 2025

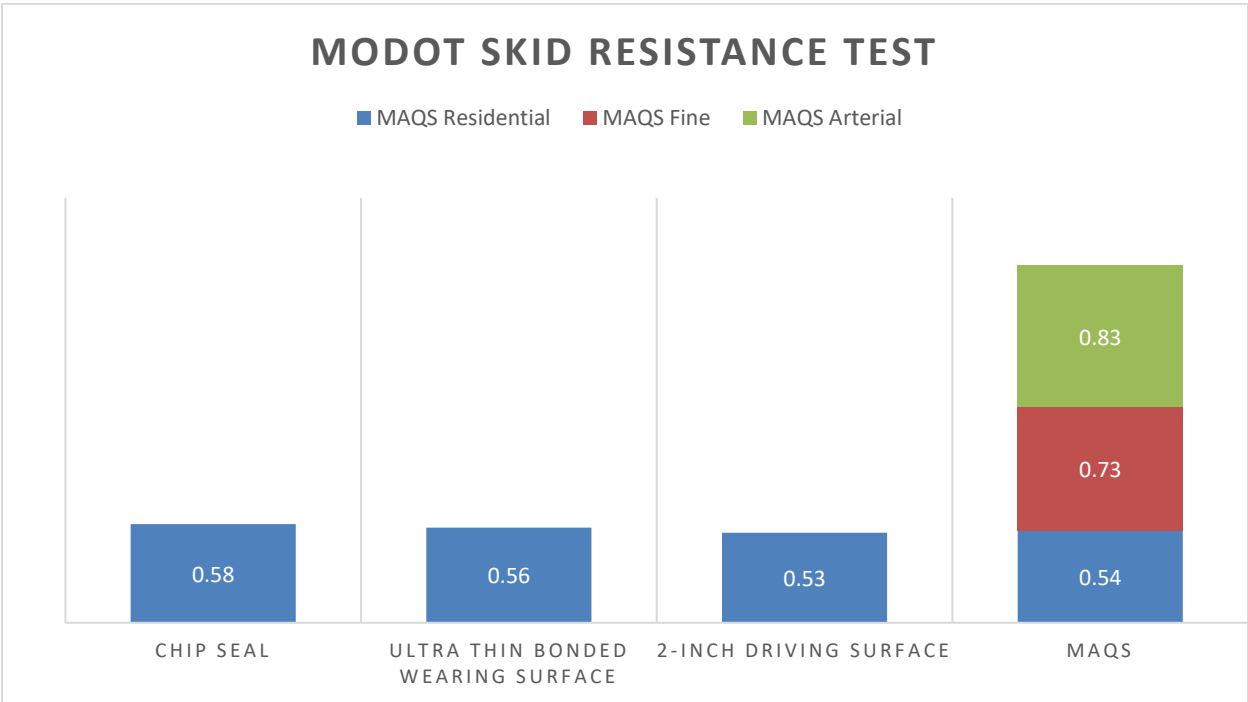
To Whom It May Concern,

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

1. Donelson Construction has invented a proprietary system, materials, and related equipment to uniquely improve the sealing ability of the MAQS[®] product line of wearing surfaces, known as PressurePave. The MAQS[®]-PressurePave Surfacing System is unique in the industry as it has the ability to install and cure two completely different products in one simultaneous application. (US Patent No. 9,879,387, US Patent No. 9,260,826, and other patents pending)
2. The topical surface (MAQS[®]) Donelson has developed and installs is unique to the pavement preservation industry. A patent on this product was applied for and received approval, demonstrating the innovation and superior degree of performance it offers. (Patent No. US7,312,262B2).
3. The MAQS[®] surface contains crushed aggregate that is unique. The aggregate is composed of a blend of two types of limestone found and produced in the Clever Stone Quarry. The blend is specifically designed to produce desired results mentioned below. Clever Stone Co., Inc. has agreed to manufacture and distribute this aggregate on an exclusive basis to Donelson Construction Company.
4. The gradation and combination of aggregate used by Donelson in the MAQS[®] surface is proprietary and can be outside of industry standards. Properties achieved are early and long-term surface toughness as well as superior, long-term pavement sealing effectiveness.
5. Use of limestone aggregate in slurry and micro-surfacing seals is commonly known in the industry as unacceptable due to poor wear characteristics resulting in breakdown of skid resistance. This patented aggregate blend produces the only proven safe slurry or micro-surfacing driving surface that uses limestone. This claim is proven through wet pavement skid resistance test results shown on the graph that follows.

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

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



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

7. The emulsion oil component in Donelson's asphalt mixture is designed specifically for this aggregate. Two components within the emulsion oil are produced and distributed exclusively to Donelson Construction Co. by Donelson Sealant Technologies. (DST- SCA set control agent and DST- Flex performance additive)
8. Donelson Construction has developed a proprietary product, and method to use the same, (MAQS[®] - Flex) as a large-scale crack sealer. Current industry standards do not have a material specification or method of placement that is comparable.
9. Donelson Construction has invented and patented a unique piece of equipment, a material transfer unit, which is important to the overall operation of the MAQS[®]-PressurePave process. (US Patent No. 8,033,775B2)
10. Donelson Construction has invented a proprietary piece of equipment, a material dispersal device, which is used to uniformly apply and spread MAQS[®]-PressurePave material on the road surface. The purpose of the unit's special design allows for new pavement skid resistance to be achieved, even on poorly contoured road profiles. (US Patent No. 9,260,826)
11. Donelson Construction has invented a proprietary piece of equipment, which is used to uniformly apply and spread MAQS[®]-PressurePave material on a curved road surface (i.e. cul-de-sacs). The purpose of the unit's special design allows for new pavement skid resistance to be achieved, even on poorly contoured road profiles. (US Patent No. 11,060,248 B2)
12. Donelson Construction has developed MAQS[®]-PressurePave Sealant material. (US Patent Pending)

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

Sincerely,

A handwritten signature in black ink, reading "Michael J. Donelson". The signature is fluid and cursive, with the first name "Michael" and last name "Donelson" clearly legible.

Michael J. Donelson
Owner

LIMITED SOURCE JUSTIFICATION

(Requester completes Section A & B)

SECTION A –LIMITED SOURCE PURCHASE:

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

Vendor Name & # Donelson Construction Company, LLC. Vendor # 5734

Amount: \$1,052,576.20

Date: 5/19/2025

Description of item/services: Application of High Pressure Slurry Seal to City streets in order to lengthen the lifespan of the road. In addition, associated street cleaning will be performed by the contractor. The amount noted above reflects the FY 2026 funding budgeted and available for this work. The proposal package for this work has been finalized and provided to Donelson Construction Company, LLC.

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

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

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

(Name and Signature of Department Director or Designee)

Date

SECTION C –TO BE COMPLETED BY PROCUREMENT OFFICE:

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

Do not concur for the following reason(s):

Name and Signature of Purchasing Agent or Designee

Date

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

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

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

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

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

1. Donelson will fulfill the City's contract for the High-Pressure Slurry Seal Project (PressurePave) without the need for subcontract services. Therefore, the use of minority businesses is not possible for this project.
2. In 2024, Donelson was able to complete the work in just 4 calendar days. In order to meet the ordinance goals of the City, new employees would have to be added just for this project. Our experience clearly indicates that the additional hiring of employees, especially local, for such a short period is neither practical for, nor desirable to those prospective employees.
3. The PressurePave System is unique to the asphalt industry and requires specific training in its handling, manufacturing, and installation. Most of Donelson's current employees have had years of training to be skilled in this art. New employees are required to work side-by-side with current employees for at least two weeks, or more, before sufficient training allows them to begin work independently in limited capacity. Again, with such a short period to fulfill a typical project with the City, the specific hiring of employees and prematurely pressing them into service would significantly raise costs, and as a result, unit pricing. Also affected, the efficiency, quality, safety, and timeliness of this project would likely be jeopardized.

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

Requesting Contractor Firm Name: Donelson Construction Company, LLC

Address: 1075 Wise Hill Road
Clever, MO 65631

Telephone Number: 417-743-2694

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

Signature:

A rectangular box containing a handwritten signature in black ink. The signature appears to read "Michael J. Donelson".

Date: 2/21/2025

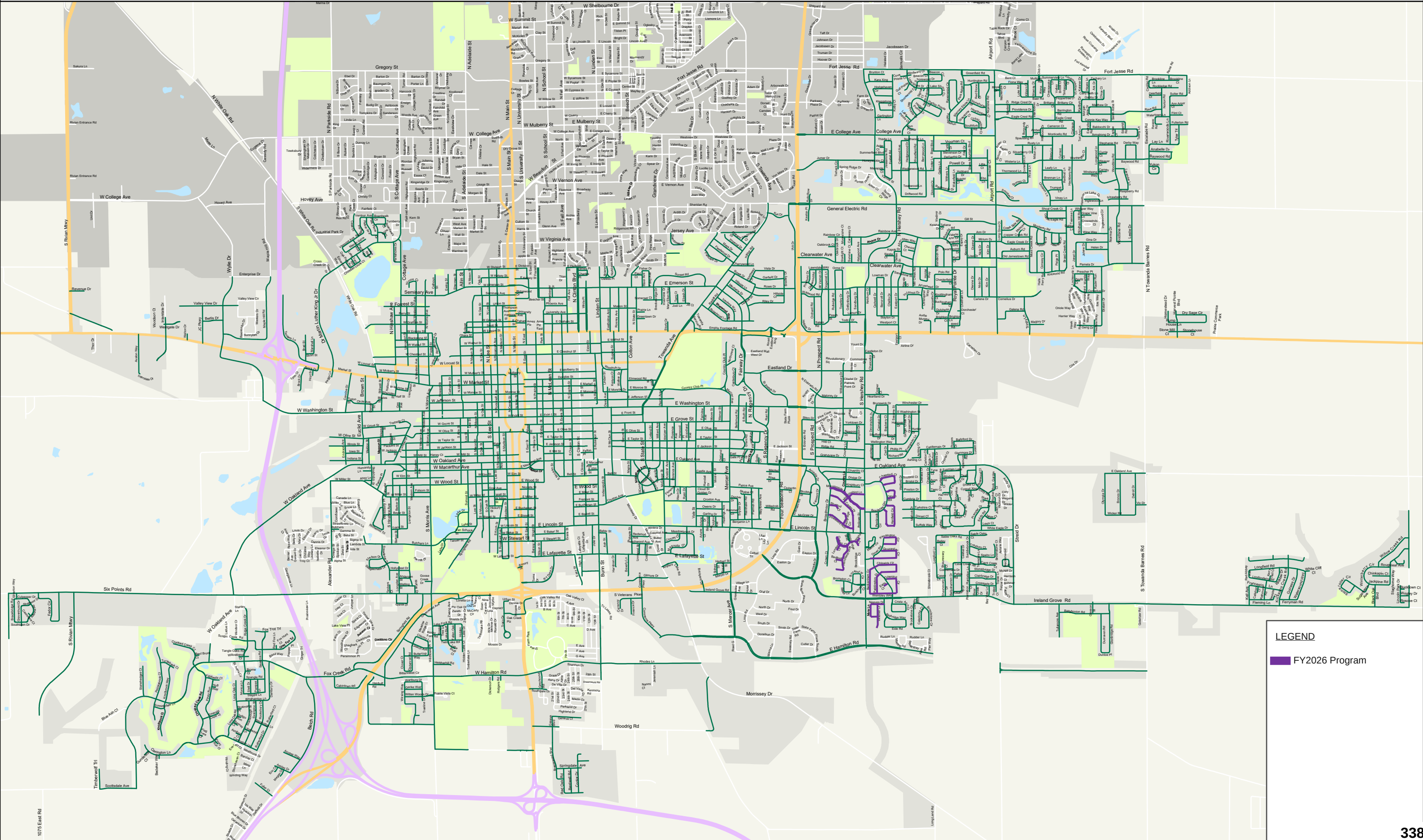
Waiver Process

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

FY2026 HP Slurry Program



0 5,000 10,000
Feet



LEGEND

 FY2026 Program



CONSENT AGENDA ITEM NO. 6.L.

FOR COUNCIL: May 27, 2025

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and Action on a Resolution Approving Fiscal Year 2026 John M. Scott Health Care Trust Category III Grant Awards and Programmatic Agreements, in the Amount of \$25,000, as requested by the Department of Community Impact & Enhancement.

RECOMMENDED MOTION: The proposed Resolution be approved.

STRATEGIC PLAN LINK:

Goal 5. Great Place - Livable, Sustainable City

STRATEGIC PLAN SIGNIFICANCE:

Objective 5b. City decisions consistent with plans and policies

BACKGROUND: The John M. Scott Health Care Commission ("Commission") is pleased to provide the following funding recommendations and information for Category III-Emergent Need Fiscal Year ("FY") 2026 grants. The Commission oversees a grant program focused on funding healthcare-related projects and programs within McLean County. Community members served with John M. Scott Health Care Trust ("Trust") funds must be McLean County residents and have an annual income at or below 185% of the Federal Poverty Level. Grants are divided into three categories: Category I-General Operating Grants; Category II-Community Health Priority Grants; and Category III-Emergent and Emergency Need Grants. Category I Grants operate on a three-year funding cycle while the Category II and Category III Grants operate on an annual or rolling funding cycle. The Commission provides a capital and program option for Category II Grants.

The Category III grant structure created two funding areas: emergent and emergency needs. Emergent needs are defined as healthcare needs that organizations address with innovative or targeted programs that align with the Trust. Emergency needs are defined as unexpected needs or events that cause an unexpected increase in service demand, a gap in services, or a service cost related to a program that aligns with the Trust's goals. The Commission developed this structure hoping it would spur Category III grant applications and help serve smaller or more innovative programs. Additionally, the Commission designed the program, like the other grant categories, with the goal of health equity as a foundation.

The Request for Proposal was released on January 27, 2025. City staff held a grant workshop in February to assist organizations with limited or no experience applying for Trust funds. Applications were accepted from January 27, 2025, to February 28, 2025. In total, nine organizations applied for funding and requested \$77,070 in aggregate.

Each application was evaluated based on the standardized scoring criteria, project or program compliance with the Trust's legal requirements, community need, and coherence to Category III program strategic objectives, and funding constraints. The Commission voted to approve

the funding recommendations on April 22, 2025. The funding recommendations are listed below.

- Promise Council-Student Health Care (\$8,000)
- Regional Alternative School-Hygiene Supplies (\$2,000)
- Saint Vincent de Paul Food and Clothing Pantry-Gardening Supplies (\$4,000)
- YWCA McLean County-Resource Connection (\$3,000)
- Black Nurses Association of Central Illinois, Inc.-Junior Health Sciences Academy (\$8,000)

The funding recommendation represents continued investment in our community and is a testament to the legacy of Judge John M. Scott's vision for a more equitable community.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Marketing for this grant funding opportunity was conducted through email communications, a press release, social media publications, and networking by the members of the John M. Scott Health Care Commission.

FINANCIAL IMPACT: If approved, the City will contribute \$25,000 from the John M. Scott Health Care Trust to the following entities:

- Promise Council-Student Health Care (\$8,000)
- Regional Alternative School-Hygiene Supplies (\$2,000)
- Saint Vincent de Paul Food and Clothing Pantry-Gardening Supplies (\$4,000)
- YWCA McLean County-Resource Connection (\$3,000)
- Black Nurses Association of Central Illinois, Inc.-Junior Health Sciences Academy (\$8,000)

The award of FY 2026 Trust grants have no impact on the City General Fund. Awards are made from the net proceeds of Trust investments. Additionally, Trust funds cover related administrative costs including a portion of the time for Community Impact & Enhancement Department staff. If approved, the FY 2026 Category III grant awards will be paid from the John M. Scott Health Care Trust-Grant Program account (72102100-79130-59200). Stakeholders can locate this in the FY 2026 Proposed Budget Book titled "Other Funds & Capital Improvement" on page 155.

Respectfully submitted for consideration.

Prepared by: Joni Gerard, Grant Specialist

ATTACHMENTS:

[CI&E 2B Resolution](#)

RESOLUTION NO. 2025 - _____

A RESOLUTION APPROVING THE FISCAL YEAR 2026 JOHN M. SCOTT HEALTH CARE TRUST CATEGORY III GRANT AWARDS AND PROGRAMMATIC AGREEMENTS, IN THE AMOUNT OF \$25,000

WHEREAS, the Bloomington City Council serves as the Trustee for the John M. Scott Health Care Trust ("Trust"); and

WHEREAS, in 2018, the Trust was re-organized to cease providing direct services and instead moved to an operational model that provides grants to qualified grant recipients; and

WHEREAS, the John M. Scott Health Commission ("Commission") reviewed various grant applications and proposals for distribution in Fiscal Year 2026 ("FY 26") and is recommending that the Trustee award the grants set forth in this Resolution.

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

SECTION 1. That the recitals set forth above are incorporated herein as if fully set forth in this paragraph 1.

SECTION 2. Grant Awards. The City Council, as Trustee of the John M. Scott Health Care Trust, hereby approves the following grants to be made in Fiscal Year 2026: Category III – Promise Council (\$8,000); The Regional Alternative School (\$2,000); Saint Vincent de Paul Food and Clothing Pantry (\$4,000); YWCA McLean County (\$3,000); and Black Nurses Association of Central Illinois, Inc. (\$8,000).

SECTION 3. Programmatic Agreements. The City Council, as Trustee, authorizes the Mayor, on behalf of the Trustee, to execute the programmatic agreements assigned to each grant.

SECTION 4. Effectiveness. This Resolution shall be effective upon passage by the City Council and execution by the Mayor of the City of Bloomington.

PASSED this 27th day of May 2025.

APPROVED this ____ day of May 2025.

CITY OF BLOOMINGTON

ATTEST

Dan Brady, Mayor

Leslie Smith-Yocum, City Clerk



CONSENT AGENDA ITEM NO. 6.M.

FOR COUNCIL: May 27, 2025

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and Action on a Resolution Authorizing the Filing of the 2025 Community Development Block Grant (CDBG) Annual Action Plan Program Application (May 1, 2025 - April 30, 2026) and CDBG 2025-2029 Consolidated Plan (May 1, 2025 – April 30, 2030), as requested by the Department of Community Impact & Enhancement.

RECOMMENDED MOTION: The proposed Resolution be approved.

STRATEGIC PLAN LINK:

Goal 4. Strong Neighborhoods

STRATEGIC PLAN SIGNIFICANCE:

Objective 4b. Upgraded quality of older housing stock

Objective 4c. Preservation of property/home valuations

Objective 4d. Improved neighborhood infrastructure

BACKGROUND:

Amid an ongoing housing shortage, the City of Bloomington plans to invest roughly \$2.5 million over the next 5 years in federal funds to directly support **homeowner rehabilitation, housing preservation, homeless services, infrastructure, and community revitalization efforts to include more than \$600,000 in the coming year.**

With this item the City council is being asked to consider and file the City's **2025–2029 Consolidated Plan** and the **Program Year 2025 Annual Action Plan**. These plans come at a critical time, as the City continues to confront a region-wide housing shortage and rising affordability concerns, homelessness issues and the need to support critical wrap around services. The Annual Action Plan estimates allocating **\$667,000** in CDBG funding for the upcoming year, with more than **\$600,000** to be spent directly on housing rehabilitation, homeless outreach, public & housing services, and targeted infrastructure improvements.

This is just one of several targeted investments and actions the City is making to address this critical need—including the recently approved **Standardized Housing Incentive Program**, which aims to spur new residential development and expand Bloomington's overall housing supply. These investments are also part what will be a plan to address the rehabilitation and preservation of the city's existing housing stock which has been a council priority. Finally, these plans represent the City's commitment to using federal resources to improve quality of life for residents—especially those with low and moderate incomes—through thoughtful, community-driven investment.

What is the Consolidated Plan?

The **2025–2029 Consolidated Plan** sets long-term priorities for how CDBG dollars will be

spent over the next five years. It was developed in collaboration with the Town of Normal, the McLean County Regional Planning Commission, and numerous community partners. The planning process included extensive public engagement:

- **Over 1,400 Bloomington residents** completed a housing and community needs survey — an increase of nearly 182% over the previous plan cycle.
- Input was gathered through more than 20 community events, two public forums, seven stakeholder focus groups, and targeted interviews with service providers.
- This outreach helped identify five strategic goals for investment: preserving affordable housing, eliminating slum and blight, supporting public services, improving infrastructure, and administering CDBG effectively.

Based on these goals, the City anticipates investing:

- **\$1.357 million** for preserving affordable housing and adding infrastructure support for new units
- **\$175,000** to remove vacant, blighted housing
- **\$424,000** in public service support, including homeless and housing services
- **\$581,000** for infrastructure and facility improvements in aging neighborhoods
- **\$450,000** for grant management and compliance

What is the Annual Action Plan?

The **Program Year 2025 Annual Action Plan (AAP)** details the specific projects and programs to be funded between **May 1, 2025, and April 30, 2026**, aligning with the priorities set in the Consolidated Plan. The City anticipates using **\$667,000** in available CDBG resources — including its annual HUD allocation (\$543,236), program income (\$51,033), and carryover funds (\$72,731). Projects proposed for Year 1 include:

- **Homeowner Housing Rehabilitation** – \$325,700
- **Rehabilitation Service Delivery** – \$7,300
- **Residential Housing Demolition** – \$35,000
- **Public Services** – \$84,000
 - Home Sweet Home Ministries: Unhoused Street Outreach (\$34,000)
 - KTB Financial: Financial Empowerment Program (\$32,000)
 - WBRP: Neighborhood Support Services (\$18,000)
- **Public Infrastructure Improvements** – \$125,000
 - South Central Sidewalk Improvements (\$95,500)
 - MCCA Facility Improvements (\$29,500)
- **CDBG Program Administration** – \$90,000
 - Includes legal services, planning, and federal compliance activities

Approval Process

Both plans were made available for public comment between **January 23 and February 23, 2025**, and a public hearing was held during the February 10, 2025, City Council meeting. Public feedback and HUD guidance were incorporated into the final versions now being presented for Council consideration. If approved, the plans will be submitted to HUD for review and acceptance. Minor revisions may follow based on HUD feedback.

On May 1, 2025, the City of Bloomington began the 51st year of administering the Community Development Block Grant ("CDBG") program that is funded by the U.S. Department of

Housing and Urban Development ("HUD"). Established through the Housing and Community Development Act of 1974, the CDBG program provides annual grants on a formula basis to states, cities, and counties to develop viable urban communities by providing decent housing and a suitable living environment, and by expanding economic opportunities, principally for low-to-moderate income persons. CDBG funding must meet one of three national objectives: benefiting low-to-moderate income persons, preventing or eliminating slums or blight, and meeting urgent community needs.

The CDBG Program is managed by the Community Impact and Enhancement ("CI&E") Department. Please click [here](#) to view the [DRAFT Program Year 2025 AAP and 2025-2029 Consolidated Plan](#).

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Extensive efforts were completed to gather data and feedback from the community for the 2025-2029 Consolidated Plan. The heart of the public engagement and outreach process was the resident survey that residents were encouraged to complete. This data collection method was also used to complete the outreach process for previous plans. Over 1,400 Bloomington residents completed the survey collected through staff attending over 20 community events and with the support of several community partner organizations. In addition to the survey, staff held an in-person public forum and a virtual public forum (joint effort with the Town) to gather additional feedback from the community. Seven stakeholder focus groups were held to gather information from service providers on community needs and their thoughts on how CDBG funding should be used. Key informant interviews were also held to gain additional insights and/or provide staff clarification on data from the resident survey or focus groups. During the City Council's November 18, 2024, special meeting, staff outlined the community outreach process, the results from the community outreach, and the data analysis used to determine priorities and goals for the 2025-2029 Consolidated Plan.

FINANCIAL IMPACT:

Delay or lack of approval of the Program Year 2025 CDBG Annual Action Plan will result in the loss of \$543,236 in federal grant funding used for programs benefitting low-to-moderate income households within the City. The CDBG program is entirely grant-funded. A Fiscal Year ("FY") 2026 budget amendment will be submitted to Council for review after the Annual Action Plan has been approved by the U.S. Department of Housing and Urban Development.

Respectfully submitted for consideration.

Prepared by: William Bessler, Grant Coordinator

ATTACHMENTS:

[CI&E 1B Resolution](#)

RESOLUTION NO. 2025 - ____

A RESOLUTION AUTHORIZING THE FILING OF THE 2025 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) ANNUAL ACTION PLAN PROGRAM APPLICATION (MAY 1, 2025 - APRIL 30, 2026) AND CDBG 2025-2029 CONSOLIDATED PLAN (MAY 1, 2025 – APRIL 30, 2030)

WHEREAS, it is necessary and in the public interest that the City of Bloomington, otherwise known as the Local Public Agency, avail itself of the financial assistance provided by Title I of the Housing and Community Development Act of 1987, to continue a Community Development Program; and

WHEREAS, it is necessary for the Local Public Agency to certify that it will carry out the provisions of the Housing and Community Development Act of 1974 regulations; and

WHEREAS, the 2025-2029 CDBG Consolidated Plan and Program Year 2025 Annual Action Plan are attached (Exhibit A); and

WHEREAS, the City Council finds it in the best interest of the City to approve the 2025 Community Development Block Grant (CDBG) Annual Action Plan Program Application (May 1, 2025 - April 30, 2026) and CDBG 2025-2029 Consolidated Plan (May 1, 2025 – April 30, 2030).

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

SECTION 1. That an application on behalf of the City of Bloomington for a grant under said Title I in the full amount available for undertaking and financing the fiftieth (51st) increment of such program is hereby approved.

SECTION 2. That the program years 2025-2029 Consolidated Plan and Program Year 2025 Annual Action Plan filing is hereby approved.

SECTION 3. The City Manager and Mayor are hereby authorized and directed to execute and to file such application with the Department of Housing and Urban Development and to act as the assuring officer for the City of Bloomington that the Local Point Agency shall comply with those items listed on HUD application forms.

SECTION 4. The Counsel for the Community Impact and Enhancement Department is hereby authorized and directed to file legal certification.

SECTION 5. The Community Impact and Enhancement Department Director is hereby authorized to act as the certifying officer and assure the status of a responsible Federal Official under the National Environmental Protection Act of 1969.

SECTION 6. The Director of the Community Impact and Enhancement Department is hereby authorized and directed to provide such additional information and to furnish such documents as may be required on behalf of the Department of Housing and Urban Development, and to act as the authorized correspondent of the City of Bloomington.

SECTION 7. The City Clerk is hereby authorized and directed to certify such documents as needed by the Department of Housing and Urban Development on behalf of the City of Bloomington.

SECTION 8. Should any section, clause, or provision of this Resolution be declared by the Courts to be invalid, the same shall not affect the validity of the Resolution as a whole, or parts thereof, other than the part so declared to be invalid.

SECTION 9. This Resolution shall be in full force and effect immediately after its passage and approval.

PASSED this 27th day of May 2025.

APPROVED this ____ day of May 2025

CITY OF BLOOMINGTON

ATTEST

Dan Brady, Mayor

Leslie Smith-Yocum, City Clerk



CONSENT AGENDA ITEM NO. 6.N.

FOR COUNCIL: May 27, 2025

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and Action on a Resolution Approving an Intergovernmental Agreement with Mclean County for Animal Control Warden Services, from April 1, 2025, through December 15, 2027, in the Amount of \$87,363 for the Remainder of 2025, \$119,979 for 2026, and \$123,578 for 2027, as requested by the Legal Department and the Administration Department.

RECOMMENDED MOTION: The proposed Resolution be approved.

STRATEGIC PLAN LINK:

Goal 1. Financially Sound City Providing Quality Basic Services

Goal 5. Great Place - Livable, Sustainable City

STRATEGIC PLAN SIGNIFICANCE:

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

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

BACKGROUND: On December 16, 2021, the City of Bloomington entered into an Intergovernmental Agreement with the County of McLean for animal control warden services that included the removal of stray dogs and cats, the removal of deceased animals from the public rights of way, and the removal of nuisance wild animals. The Agreement was set to expire on December 15, 2024, but was extended by the Council until March 31, 2025. There has been no interruption of services, and the parties wish to back date the agreement to April 1, 2025. The City continues to have a need for these services, and the County has the staff and facilities necessary to provide them. Both the City and the County wish to renew this agreement subject to the updated terms and conditions included in the attached agreement.

The agreement calls for payments totaling \$116,484 in 2025, \$119,979 in 2026, and \$123,578 in 2027. There was no increase in 2025. The agreement calls for 3% increases in both 2026 and 2027. These adjustments have been requested by the County to help offset anticipated rising costs associated with the labor and overhead required to perform the services outlined in this Agreement.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: If approved, the City will enter into an Intergovernmental Agreement with Mclean County for Animal Control Warden Services, from April 1, 2025, through December 15, 2027, in the Amount of \$87,363 for the Remainder of 2025, \$119,979 for 2026, and \$123,578 for 2027. This will be paid from the Police-Animal Warden Service account (10015110-70800). Stakeholders can locate information on this account in the FY 2025 Budget Book titled "Budget Overview and General Fund" on page 232 and in the FY 2026 Proposed Budget Book titled "Budget Overview and General Fund" on page 195. If approved,

the Police Department will include the appropriate budget amounts in the FY 2027 & FY 2028 Budgets.

Respectfully submitted for consideration.

Prepared by: Chris Spanos, Corporation Counsel

ATTACHMENTS:

[LGL 1B Resolution](#)

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

RESOLUTION NO. 2025 - ____

A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH MCLEAN COUNTY FOR ANIMAL CONTROL WARDEN SERVICES, FROM APRIL 1, 2025, THROUGH DECEMBER 15, 2027, IN THE AMOUNT OF \$87,363 FOR THE REMAINDER OF 2025, \$119,979 FOR 2026, AND \$123,578 FOR 2027

WHEREAS, subject to the provisions of the City Code, City staff are recommending the Intergovernmental Agreement for Animal Control Warden Services ("SERVICE") with the County of McLean (Exhibit A) be approved for a period between April 1, 2025, and December 15, 2027, in the amount of \$87,363 for the remainder of 2025, \$119,979 for 2026, and \$123,578; and

WHEREAS, SERVICE provides necessary support to maintain public health and safety and consists of the removal of stray and/or nuisance dogs and cats, removal of deceased animals in public rights of way, removal of potentially dangerous or harmful wild animals, and shelter for those dogs and cats that have been impounded; and

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

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

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

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

PASSED this 27th day of May 2025.

APPROVED this ____ day of May 2025.

CITY OF BLOOMINGTON

ATTEST

Dan Brady, Mayor

Amanda Stutsman, Deputy City Clerk

Exhibit A

**CITY OF BLOOMINGTON AGREEMENT
FOR ANIMAL CONTROL WARDEN SERVICES**

This AGREEMENT for Animal Control Center Services is made this 1st day of April 2025 by and between the COUNTY OF MCLEAN, a body politic, located in the State of Illinois (hereinafter called "COUNTY"), and the City of Bloomington, a Municipal Corporation, located in the State of Illinois, County of McLean (hereafter called "CITY").

WHEREAS, there is a need to for animal control services within corporate limits of the CITY; and,

WHEREAS, there is a need to remove stray or straying dogs, cats, and other animals subject to impoundment, from within corporate limits of the CITY upon the request of the CITY; and,

WHEREAS, there is a need to remove deceased animals from within public areas of the corporate limits of the CITY upon the request of the CITY; and,

WHEREAS, there is a need to remove wild animals from within residential areas, upon request from the CITY in situations where there is a potential rabies hazard; and,

WHEREAS, the COUNTY has the capacity to provide such services through its Animal Control Wardens; and,

WHEREAS, the COUNTY, has been designated as the supervising and administrative agent to administer and oversee animal control functions as defined in the Illinois Animal Control Act and all County ordinances enacted by the County of McLean; and,

WHEREAS, the COUNTY wishes to provide such services to the CITY through its Animal Control Wardens;

IT IS, THEREFORE, AGREED AS FOLLOWS:

1. That parties enter this AGREEMENT for a term, from April 1, 2025 through December 15, 2027.
2. The COUNTY agrees as follows:
 - a. To provide contracted animal control services, twenty-four (24) hours per day within the corporate limits of the CITY, within a reasonable period of time;
 - b. To provide removal of stray or straying dogs and cats, and other animals subject to impoundment as requested by the CITY or city

residents, from within the corporate limits of the CITY, within a reasonable period of time.

- c. To remove deceased animals from public rights of way not in excess of 75 pounds, within the corporate limits of the CITY and upon the request of the CITY, and to remove deceased dogs and cats from private property within the corporate limits of the CITY when an owner is unknown, within a reasonable period of time, providing the CITY provides a disposal site for said carcasses that is safe and accessible.
- d. When any deceased animal - except a dog or cat with no known owner - is found on any private land in the CITY, it is the responsibility of the person owning or occupying such land to remove or arrange for the removal of the animal. If the owner fails or refuses to comply with a request by the CITY to remove the deceased animal within a reasonable amount of time, the COUNTY shall, at the CITY's request, remove the animal, provided it can be the animal can be safely accessed. In cases where the property owner is potentially hostile or where there is reasonable concern for the safety of the Animal Control Warden, a CITY law enforcement officer shall accompany the Warden while on private property.
- e. To assist the CITY to take custody of dogs, cats, and other animals authorized to be impounded pursuant to an arrest of the owners or person having custody of such dog(s), cat(s) or other animals for enforcement of MUNICIPAL and CRIMINAL codes, other than,.
- f. To assist the CITY to take custody of dogs, cats and other animals authorized to be seized pursuant to warrants issued for enforcement of MUNICIPAL and or CRIMINAL CODES, and dogs, cats, and other animals seized in the course of executing warrants for the arrest of the owners or persons having custody of such dogs, cats, and other animals which assistance shall be subject to the terms of Section 3 paragraph D.
- g. To respond 24 hours a day, 7 days a week, to CITY requests for the removal of nuisance wild animals that have entered the actual living space of a dwelling, within residential areas located inside the corporate limits of the CITY. Such response is required only when the animal has entered a living space and poses an increased risk of rabies exposure due to high levels of interaction. Response shall be made promptly and within a reasonable period. Notwithstanding the foregoing, nuisance wildlife identified in the Illinois Administrative Code that does not present a significant risk of

rabies exposure shall be referred to a licensed trapper or the Department of Natural Resources for removal.

- h. Within a reasonable time of receiving a request from the CITY, provide written reports detailing the hours expended by Animal Control Wardens pursuant to this Agreement. The CITY understands and agrees that said reports shall be made upon the request of the CITY and may not include all hours expended pursuant to this contract as some data is not tracked.
 - i. To indemnify and hold the CITY harmless from all causes of action, whether judicial or administrative, and the costs of defending any such actions resulting from any intentional or negligent act performed by the COUNTY, its employees and/or its agents, which arise out of the performance of this Agreement. Such actions shall include, but are not limited to, civil rights actions, property damage actions, personal injury actions, or any actions seeking recovery of money or other remedies.
- 3. That the CITY agrees as follows to pay the COUNTY for such services:
 - a. One hundred and sixteen thousand, four hundred and eighty-four dollars (\$87,363) for the remainder of 2025, payable in monthly installments of nine thousand, seven hundred and seven dollars (\$9,707) beginning April 1, 2025 and continue through December 15, 2025;
 - b. One hundred and nineteen thousand, nine hundred and seventy-nine dollars (\$119,979), payable in monthly installments of nine thousand, nine hundred and ninety-eight dollars and twenty-five cents (\$9,998.25) beginning December 16, 2025 and continue through December 15, 2026;
 - c. One hundred and sixteen thousand, four hundred and eighty-four dollars (\$123,578), payable in monthly installments of ten thousand, two hundred and ninety-eight dollars and sixteen cents (\$10,298.16) beginning December 16, 2026 and continue through December 15, 2027;
 - d. The CITY understands and agrees that dogs, cats and other animals impounded pursuant to a warrant that the COUNTY shall not be obligated to provide such services and that any agreement to do so shall be dependent on the availability of staff and capacity at the Animal Control Center. The CITY shall be responsible for notifying the

owners or persons who had custody of any dog, cat or other animal taken to the Animal Control Center after the execution of a warrant as provided in Section 2 paragraph F that the dog, cat or other animal has been taken to the Animal Control Center, the procedures and cost for reclaiming such dog or cat and the consequences for failing to do so. The CITY shall give the notice in writing at the time of the arrest, execution of the warrant or within twenty-four (24) hours of the dog, cat, or other animal being taken to the Animal Control Center and shall be on forms approved by the COUNTY;

- e. The CITY shall be responsible for notifying the owners or persons who had custody of any dog, cat, or other animal taken to the Animal Control Center pursuant to an arrest as provided in Section 2 paragraph E and F that the dog, cat, or other animal has been taken to the Animal Control Center, the procedures and cost for reclaiming such dog, cat or other animal and the consequences for failing to do so. Notice shall be given in writing at the time of the arrest or within twenty-four (24) hours of the dog, cat or other animal being taken to the Animal Control Center and shall be on the forms approved by the COUNTY;
- f. To indemnify and hold the COUNTY harmless from all causes of action, whether judicial or administrative, and the costs of defending any such actions resulting from any intentional or negligent act performed by the CITY, its employees and/or its agents, which arise out of the performance of this Agreement. Such actions shall include, but are not limited to, civil rights actions, property damage actions, personal injury actions, or any actions seeking recovery of money or other remedies.

4. That the COUNTY and the CITY agree as follows:

- a. That this Agreement may be terminated at the request of the either party for any reason, upon 90 days written notice being provided to the other party.
- b. That in the event this Agreement is terminated prior to its expiration, the CITY agrees to pay the COUNTY for any outstanding services rendered by the COUNTY.
- c. That this Agreement includes all of the agreements made by the COUNTY and the CITY, without regard to any oral conversations which may have taken place prior to execution or subsequent thereto, and that any changes shall be made in writing and agreed to by both parties.

- d. That if any provision of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement shall nevertheless remain in full force and effect. If any provision is held invalid or unenforceable with respect to a particular circumstance, it shall nevertheless remain in full force and effect in all other circumstances.
- e. That any issues pertaining to the sheltering of an animal shall come under the Inter-Governmental Agreement for Animal Control Shelter Services.
- f. This agreement may not be assigned, in whole or in part, nor duties delegated, without the written consent of both parties.

CITY OF BLOOMINGTON

Municipal Corporation,

By_____

Mayor

Date:_____

ATTEST:

By_____

Bloomington City Clerk

Date:_____

McLEAN COUNTY

By_____

Elizabeth Johnston, Chair of McLean County Board

Date:_____

ATTEST:

By_____

Kathy Michael, McLean County Clerk

Date:_____



CONSENT AGENDA ITEM NO. 6.O.

FOR COUNCIL: May 27, 2025

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and Action on a Resolution Approving an Intergovernmental Agreement with Mclean County for Animal Control Shelter Services, from April 1, 2025, through December 15, 2027, in the Amount of \$45,000 for the Remainder of 2025, \$80,000 for 2026, and \$100,000 for 2027, as requested by the Legal Department and the Administration Department.

RECOMMENDED MOTION: The proposed Resolution be approved.

STRATEGIC PLAN LINK:

Goal 1. Financially Sound City Providing Quality Basic Services

Goal 5. Great Place - Livable, Sustainable City

STRATEGIC PLAN SIGNIFICANCE:

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

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

BACKGROUND: On December 16, 2021, the City of Bloomington entered into a Shelter Services Agreement with McLean County to provide shelter for those stray cats and dogs to be impounded through County removal services. The agreement expired on December 15, 2024, and was extended by the Council until March 31, 2025, while additional details were negotiated. There has been no interruption in services. The City continues to have a need for shelter services for these animals, and the County is will and able to provide those services for the negotiated terms.

During the first three months of 2025, while the prior agreement was extended pending negotiations, the City paid \$10,209 for shelter services. Under the terms of the new Agreement, the City will make payments totaling \$45,000 over the remaining nine months of 2025. Payments will increase to \$80,000 in 2026, and \$100,000 in 2027.

The County explained that these increases are necessary to address a significant gap between the historical charges to the City and the actual cost of providing animal shelter services. Rather than addressing this disparity with a single-year adjustment, the County has elected to phase in the increases over the three-year term of the Agreement. The revised costs reflect both the historical underestimation of service expenses and a sharp rise in current operational costs, including food, shelter, veterinary care, and other essential services. The Parties agree that these increases are intended to bring the City's payments in line with the County's actual costs over the life of the Agreement.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: If approved, the City will enter into an Intergovernmental Agreement

with Mclean County for Animal Control Shelter Services, from April 1, 2025, through December 15, 2027, in the Amount of \$45,000 for the Remainder of 2025, \$80,000 for 2026, and \$100,000 for 2027. This will be paid from the Police-Animal Warden Service account (10015110-70800). Stakeholders can locate information on this account in the FY 2025 Budget Book titled "Budget Overview and General Fund" on page 232 and in the FY 2026 Proposed Budget Book titled "Budget Overview and General Fund" on page 195. If approved, the Police Department will include the appropriate budget amounts in the FY 2027 & FY 2028 Budgets.

Respectfully submitted for consideration.

Prepared by: Chris Spanos, Corporation Counsel

ATTACHMENTS:

[LGL 2B Resolution](#)

[LGL 2C Resolution - Exhibit A](#)

RESOLUTION NO. 2025 - ____

A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH MCLEAN COUNTY FOR ANIMAL CONTROL SHELTER SERVICES, FROM APRIL 1, 2025, THROUGH DECEMBER 15, 2027, IN THE AMOUNT OF \$45,000 FOR THE REMAINDER OF 2025, \$80,000 FOR 2026, AND \$100,000 FOR 2027

WHEREAS, subject to the provisions of the City Code, City staff are recommending the Intergovernmental Agreement (Exhibit A) for Animal Control Shelter Services ("SERVICE") with the County of McLean be approved for a period between April 1, 2025, and December 15, 2027, in the amount of \$45,000 for the remainder of 2025, \$80,000 for 2026, and \$100,000 for 2027; and

WHEREAS, this SERVICE provides necessary prompt, quality shelter for stray or straying dogs, cats, and other animals that are picked up in the City by a McLean County Animal Control Warden or other authorized representatives of the COUNTY or the CITY, that have been impounded; and

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

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

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

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

PASSED this 27th day of May 2025.

APPROVED this ____ day of May 2025.

CITY OF BLOOMINGTON

ATTEST

Dan Brady, Mayor

Leslie Smith-Yocum, City Clerk

EXHIBIT A

**CITY OF BLOOMINGTON AGREEMENT
FOR ANIMAL CONTROL SHELTER SERVICES**

This AGREEMENT for Animal Control Center Services is made this 1st day of April 2025 by and between the COUNTY OF MCLEAN, a body politic, located in the State Of Illinois (hereinafter called "COUNTY"), and the City of Bloomington, a Municipal Corporation, located in the State of Illinois, County of McLean (hereafter called "CITY").

WHEREAS, there is a need to provide prompt and quality shelter for stray or straying dogs, cats, and other animals subject to impoundment, that are picked up by a McLean County Animal Control Warden or any other authorized representative of the COUNTY or any other authorized representative of the CITY; and

WHEREAS, the CITY wishes to contract for prompt and quality shelter for stray or straying dogs, cats and other animals subject to impoundment, that are picked up within its jurisdictional boundaries; and

WHEREAS, separate and apart from the services provided pursuant to the Warden Services Agreement executed simultaneously with this Agreement, the COUNTY has the capacity to provide such services and will allow the CITY access to the County Animal Services building during regularly scheduled hours and as needed, during emergency situations, provided that nothing in this agreement shall require the COUNTY to alter its established staffing schedule; and,

WHEREAS, the COUNTY wishes to provide such services to the CITY through this AGREEMENT,

IT IS, THEREFORE, AGREED AS FOLLOWS:

- I. That parties enter this AGREEMENT for a term, from April 1, 2025, through December 15, 2027.
2. The COUNTY agrees as follows:
 - a. To provide shelter to: a) stray or straying dogs, cats, and other animals subject to impoundment, which are placed in the Animal Control Center by any authorized representative of the CITY; b) dogs, cats, and other animals which are seized by CITY law enforcement officers in the course of executing warrants for the arrest of the owners or persons having custody of any such dogs, cats, and other animals; c) dogs, cats, and other animals which are seized pursuant to warrants issued for the enforcement of the City Code and state statutes; and, d) dogs, cats, and other animals

summarily seized by CITY law enforcement officers for failure to vaccinate for rabies and/or failure to register a dog, cat or another animal as required.

- b. To assist the CITY in enforcing its municipal ordinances through any or all of the following: collecting reclamation/release fees, reporting the names and addresses of persons reclaiming animals placed in the Animal Control Center by an authorized representative of the CITY and providing information and education materials to residents of the CITY concerning ordinances prohibiting dogs and cats from running at large.
- c. To indemnify and hold the CITY harmless from all causes of action, whether judicial or administrative, and the costs of defending any such actions resulting from any intentional or negligent act performed by the COUNTY, its employees and/or its agents which arise out of the performance of this Agreement. Such actions shall include, but are not limited to, civil rights actions, property damage actions, personal injury actions, or any actions seeking recovery of money or other remedies.

3. The CITY agrees as follows:

- a. To Pay the County for such services as follows:
 - i. Sixty thousand, (\$45,000) for the remainder of 2025, payable in monthly installments of five thousand dollars (\$5,000) beginning April 1, 2025, and continuing through December 15, 2025;
 - ii. Eighty thousand (\$80,000), payable in monthly installments of six thousand, six hundred and sixty-six dollars and sixty-six cents (\$6,666.66) beginning December 16, 2025 and continuing through December 15, 2026;
 - iii. One hundred thousand dollars (\$100,000), payable in monthly installments of eight thousand, three hundred and thirty-three dollars and thirty-three cents (\$8,333.33) beginning December 16, 2026 and continue through December 15, 2027;
 - iv. That payments for services rendered pursuant to this AGREEMENT made by the CITY to the COUNTY (payable to

McLean County Animal Control) shall be made on a monthly basis and no later than the 28th day of each month:

- b. To indemnify and hold the COUNTY harmless from all causes of action, whether judicial or administrative, and the costs of defending any such actions resulting from any intentional or negligent act performed by the CITY, its employees and/or its agents which arise out of the performance of this Agreement. Such actions shall include, but are not limited to, civil rights actions, property damage actions, personal injury actions, or any actions seeking recovery of money or other remedies.
- 4. In the event that the CITY requests that an animal be impounded during pendency of a determination into whether an animal shall be declared "dangerous," "vicious," or "subject to euthanasia," or if the CITY impounds an animal and requests that it be held pending court resolution or other agency determination such as mental health status of the owner, COUNTY will hold the animal at no expense to the CITY for up to 60 days.
 - a. If the law requires an animal to be impounded for more than 60 days, the CITY agrees to pay fifty (50%) of the daily rate for boarding the animal for each day after the 60th day until the animal is either returned to the owner or otherwise disposed of. If the owner pays the daily boarding rate to the COUNTY, the CITY will not be required to pay for any portion of time over 60 days. The County shall make every reasonable effort to collect from the owner the daily boarding rate related to boarding the animal.
 - b. The City's obligation for boarding expenses after 60 days shall be reduced by 50% of any amount paid by the owner toward boarding expenses until the City's additional obligations are paid in full. Any amount collected beyond the City's obligation shall be the sole property of the County.
 - c. Animals impounded must be reclaimed within 5 business days from the date the required quarantine period ends. In the event the animal is not reclaimed within this timeframe, the animal shall become property of McLean County Animal Control.
 - d. In the event that the CITY requests that an animal is impounded pursuant to an arrest, the animal shall be held 7 business days

pending reclaim by an owner. If not reclaimed, the animal(s) shall become the property of McLean County Animal Control.

- e. In the event that the CITY requests that an animal is impounded pursuant to the service of a warrant, the animal shall be held 7 business days pending reclaim by an owner. If not reclaimed, the animal(s) shall become the property of McLean County Animal Control.
 - f. If the CITY authorizes veterinarian services beyond a basic and customary exam and subsequent treatment or a necropsy, CITY agrees to reimburse the COUNTY for actual costs incurred for these additional services if the owner does not reimburse the COUNTY for the associated cost. The COUNTY will make every reasonable effort to collect these costs from the owner before billing these costs to the CITY.
 - g. All stray or straying dogs, cats, and other animals subject to impoundment, which are placed in the Animal Control Center by a representative of the CITY, pursuant to the terms of this Agreement shall be subject to all of the ordinances, rules, and regulations of the County of McLean, including but not limited to any and all statutes, ordinances and regulations related to the release, quarantine, adoption and disposal of animals. The CITY agrees that the COUNTY shall have no obligation to hold dogs, cats, or other animals any longer than required by law; provided however the COUNTY will hold a dog, cat, or other animal longer at the request of the CITY on the condition that there is sufficient space available to house the animal, and that the CITY agrees to pay all fees the animal which are incurred due to boarding the animal for any additional days, provided the owner does not pay the COUNTY for such fees. The persons reclaiming such dog, cat, or other animal shall be required to first pay all such reclaim, boarding, registration, veterinarian costs and all applicable fees associated with such ordinances, rules and regulations due to the COUNTY in addition to the reclamation/release fee of the CITY.
5. This Agreement may be terminated at the request of either party, for any reason upon ninety (90) days written notice being provided to the other party.
6. It is understood that the terms of this Agreement include all of the agreements made by the COUNTY and the CITY without regard to any oral conversations which may have taken place prior to its execution or subsequent thereto, and that any changes must be agreed to by both parties in writing.

7. If any provision of this Agreement shall be held invalid or unenforceable the remainder of the Agreement shall nevertheless remain in full force and effect. If any provision is held invalid or unenforceable with respect to particular situations or circumstances, this Agreement shall nevertheless remain in full force and effect in all other situations or circumstances.
8. This agreement may not be assigned in whole or in part nor duties delegated, without the written consent of both parties.

Space is left intentionally blank. Signature page can be found on next page.

CITY OF BLOOMINGTON
Municipal Corporation,

By_____

Mayor

Date:_____

ATTEST:

By_____

Bloomington City Clerk

Date:_____

McLEAN COUNTY

By_____

Elizabeth Johnston, Chair of McLean County Board

Date:_____

ATTEST:

By_____

Kathy Michael, McLean County Clerk

Date:_____



CONSENT AGENDA ITEM NO. 6.P.

FOR COUNCIL: May 27, 2025

WARD IMPACTED: Ward 4

SUBJECT: Consideration and Action on an Ordinance Approving the First Amendment to the Economic Incentive Agreement By and Between the City of Bloomington, Illinois, and Green Top Grocery Cooperative, as requested by the Development Services Department.

RECOMMENDED MOTION: The proposed Ordinance be approved.

STRATEGIC PLAN LINK:

Goal 3. Grow the Local Economy

STRATEGIC PLAN SIGNIFICANCE:

Objective 3a. Retention and growth of current local businesses

BACKGROUND: Green Top Grocery is a local grocery cooperative that was first incorporated in the State of Illinois in August of 2012. They quickly began selling ownership shares to community members looking to support the growing business. Through their efforts, Green Top Grocery was awarded a Seed Grants and feasibility study grants that confirmed that Bloomington-Normal exceeded the criteria for a successful cooperative grocery store. On August 24, 2015, Green Top Grocery entered into an incentive agreement with the City of Bloomington to support the cooperative in their redevelopment of a 10,000 square foot lease space located at 915 and 921 East Washington Street, Bloomington, Illinois, also known as the Foundry.

The following years brought struggles to the small cooperative, such as the COVID-19 pandemic causing prolonged financial hardship to the business. Green Top Grocery has taken steps to alleviate the financial hardships, such as proposing new programs and events to increase foot traffic. Green Top Grocery has also been having discussions with City Staff in regards to any additional assistance the City could provide to support the cooperative in their efforts to remain a vital resource in the heart of the Bloomington community.

Through these discussions, the City and Green Top Grocery came to an agreement for an amendment to the incentive agreement that was previously passed in 2015. Originally the agreement was reimbursing Green Top Grocery Sales and Local taxes on a step down schedule through the end of the term, which was going to end in 2028. Most recently, the City reimbursed the business 30% of the Sales and Local taxes, per the original agreement. The proposed amendment will stop the step down schedule and keep the reimbursement rate to thirty percent (30%) of the Sales and Local taxes for and additional ten (10) years, meaning the agreement would end in 2038.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: If approved, the City will Amend the Economic Incentive Agreement By

and Between the City of Bloomington, Illinois, and Green Top Grocery Cooperative. The proposed amendment extends the agreement 10 years and reimburses the business 30% of their Sales and Local taxes through the end of the agreement. The rebate is paid out of the Economic Development-Rebate account (10019170-79070). Stakeholders can locate this in the FY 2026 Proposed Budget Book titled "Budget Overview & General Fund" on page 230. If approved the department will incorporate this amendment in the annual budget through 2038.

Respectfully submitted for consideration.

Prepared by: Ellen Robertson, Sr. Economic Development Specialist

ATTACHMENTS:

[DSD 2B Ordinance](#)

[DSD 2C Ordinance - Exhibit A](#)

ORDINANCE NO. 2025 - ____

AN ORDINANCE APPROVING THE FIRST AMENDMENT TO THE ECONOMIC INCENTIVE AGREEMENT BY AND BETWEEN THE CITY OF BLOOMINGTON, ILLINOIS, AND GREEN TOP GROCERY COOPERATIVE

WHEREAS, the City of Bloomington, Illinois (“CITY”) is an Illinois home-rule municipality; and

WHEREAS, on August 24, 2015, an Economic Incentive Agreement (“AGREEMENT”) was made between CITY and Green Top Grocery Cooperative (“DEVELOPER”) in order to assist in the redevelopment of a 10,000 square foot lease space located at 915 and 921 East Washington Street, Bloomington, Illinois, also known as the Foundry (“SUBJECT PROPERTY”); and

WHEREAS, the DEVELOPER has experienced prolonged financial hardship due to the COVID-19 pandemic; and

WHEREAS, the DEVELOPER has worked to implement cost savings measures and increase revenue through increased marketing and new programs; and

WHEREAS, the DEVELOPER has requested additional financial assistance from the City to support and complement the steps already undertaken to alleviate the financial hardships; and

WHEREAS, the parties desire to amend the AGREEMENT, as set forth herein (Exhibit A), to keep the rebate payment at 30% of the applicable taxes for the life of the agreement and to extend the agreement ten (10) years.

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

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

SECTION 2. The First Amendment to the Redevelopment Agreement (Exhibit A) by and between the City of Bloomington, Illinois, and Forgetful Friends, LLC, is hereby approved.

SECTION 3. The City Clerk is hereby authorized to publish this Ordinance in pamphlet form as provided by law.

SECTION 4. This Ordinance is enacted pursuant to the home rule authority of the City of Bloomington granted by Article VII, Section 6 of the 1970 Illinois Constitution.

SECTION 5. This Ordinance shall take effect immediately after its approval and publication as required by law.

PASSED this 27th day of May 2025.

APPROVED this ____ day of May 2025.

CITY OF BLOOMINGTON

ATTEST

Dan Brady, Mayor

Leslie Smith-Yocum, City Clerk

EXHIBIT A

FIRST AMENDMENT TO THE ECONOMIC INCENTIVE AGREEMENT BY AND BETWEEN THE CITY OF BLOOMINGTON, ILLINOIS AND GREEN TOP GROCERY COOPERATIVE

This First Amendment, made and entered into this 13 day of May, 2025, by and between THE CITY OF BLOOMINGTON, ILLINOIS, (hereinafter "CITY"), and GREEN TOP GROCERY COOPERATIVE, an Illinois Cooperative (hereinafter "DEVELOPER"), WITNESSETH that:

WHEREAS, on August 24th, 2015 an Economic Incentive Agreement ("AGREEMENT") was made between CITY and DEVELOPER in order to assist in the redevelopment of a 10,000 square foot lease space located at 915 and 921 East Washington Street, Bloomington, Illinois, also known as the Foundry ("SUBJECT PROPERTY"); and

WHEREAS, the DEVELOPER has experienced prolonged financial hardship due to the COVID-19 pandemic; and

WHEREAS, the DEVELOPER has worked to implement cost savings measures and increase revenue through increased marketing and new programs; and

WHEREAS, the DEVELOPER has requested additional financial assistance from the City to support and complement the steps already undertaken to alleviate the financial hardships; and

WHEREAS, the parties desire to amend the AGREEMENT, as set forth herein, to keep the rebate payment at 30% of the applicable taxes for the life of the agreement and to extend the agreement ten (10) years.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants set forth herein, the parties hereto, intending legally to be bound, agree to incorporate the above recitals as if fully restated herein and further agree as follows:

Section 1. Recitals. The recitals set forth above shall be incorporated into the terms and conditions of this First Amendment as if fully set forth herein.

Section 2. Amendments. The Agreement shall be amended as set forth in this Section.

A. Section 2(A) of the Agreement shall be amended as follows:

On or before December 31, 2015, the Developer covenants and agrees to enter into a lease of the Premises for a term of no less than ~~ten (10)~~ twenty (20) years and proceed with the construction of the Project which shall require an investment by the Developer in the Premises of an amount in excess of \$1,950,000.

B. Section 2(B) of the Agreement shall be amended as follows:

The Developer covenants and agrees to commence operation of a retail grocery store business (the "Business") on or before May 1, 2017, unless delayed by Force Majeure as described in Section 7 below and further covenants and agrees to continue operation for a period not less than ~~ten (10)~~ twenty (20) years.

C. Section 4(A) of the Agreement shall be amended as follows:

Provided that the Developer has satisfied the requirements as stated in Section 2 and Section 3 above, the City hereby covenants and agrees to rebate to the Developer a defined percentage of the sales taxes generated from the retail operation of the Developer at the Premises commencing the earlier of the date of the opening of the Business or January 1, 2018 for a period of ~~ten (10)~~ twenty (20) years or the payment of the lesser of twenty percent (20%) of the actual costs of the project or, (ii) \$390,000, whichever comes first. Sales taxes to be rebated shall include Municipal Use and Occupation Taxes distributed to the City by the Illinois Department of Revenue pursuant to the Use Tax Act and the Retailers' Occupation Tax Act of the State of Illinois (the "*Municipal Sales Taxes*") and the sales taxes remitted by the Developer directly to the City (Prepared Food & Beverage Tax and Package Liquor Tax) (the "*Food and Beverage Taxes*"). The calculation of the rebate shall be as follows:

- For twelve (12) months commencing the earlier of January 1, 2018, or the first date of operation of the Business: One hundred percent (100%) of Municipal Sales Taxes and Food and Beverage Taxes;
- For months thirteen (13) to twenty-four (24): Ninety percent (90%) of Municipal Sales Taxes and the Food and Beverage Taxes generated by the Developer;
- For months twenty-five (25) to thirty-six (36): Eighty percent (80%) of Municipal Sales Taxes and the Food and Beverage Taxes generated by the Developer;
- For months thirty-seven (37) to forty-eight (48): Seventy percent (70%) of Municipal Sales Taxes and the Food and Beverage Taxes generated by the Developer;
- For months forty-nine (49) to sixty (60): Sixty percent (60%) of Municipal Sales Taxes and the Food and Beverage Taxes generated by the Developer;
- For months sixty-one (61) to seventy-two (72): Fifty percent (50%) of Municipal Sales Taxes and the Food and Beverage Taxes generated by the Developer;
- For months seventy-three (73) to eighty-four (84): Forty percent (40%) of Municipal Sales Taxes and the Food and Beverage Taxes generated by the Developer;
- For months eighty-five (85) to ~~ninety-six (96)~~ the end of the term as described in Section 5: Thirty percent (30%) of Municipal Sales Taxes and the Food and Beverage Taxes generated by the Developer;
- ~~For months ninety-seven (97) to one hundred eight (108): 20 percent (90%) of Municipal Sales Taxes and the Food and Beverage Taxes generated by the Developer;~~
- ~~For months one hundred nine (109) to one hundred twenty (120): Ten percent (10%) of Municipal Sales Taxes and the Food and Beverage Taxes generated by the Developer.~~

D. Section 4(B) of the Agreement shall be amended as follows:

- E. Payment shall be made by the City to the Developer three times per year; April 15th, August 15th and December 15th, beginning on April 15, 2018 and thereafter until the first to occur (i) the Developer has received the lesser of: (i) twenty percent (20%) of the actual costs of the Project or \$390,000; or, (ii) December 31, 2027~~2037~~. If the Developer has not received \$390,000 by December 31, 2027~~2037~~, the final payment

from the City will be made on April 15, ~~2028~~2038 for sales taxes generated by the Developer at the Premises through December 31, ~~2027~~2037.

F. Section 5 of the Agreement shall be amended as follows:

G. Unless earlier terminated pursuant to Section 16 hereof, the term of this Agreement shall commence on the date of execution and end on January 1, ~~2028~~2038, or receipt by the Developer of the lesser of (i) twenty percent (20%) of the actual costs of the Project or (ii) \$380,000, whichever occurs first (the “*Termination Date*”).

Section 3. Force & Effect. In all other respects the Economic Incentive Agreement shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment to the Agreement for Economic Incentive in duplicate this day and year first above written.

CITY OF BLOOMINGTON

By: _____
Its City Manager

ATTEST:

By: _____
Its City Clerk

**GREEN TOP GROCERY
COOPERATIVE**

By: Allison Smith dotloop verified
05/13/25 12:27 PM CDT
BMVI-PSYL-SR67-PBHG
Its Representative

ATTEST:

By: Ron Slagel dotloop verified
05/20/25 1:29 PM CDT
BLF0-3H5S-6CIA-PEGF
Its Secretary



CONSENT AGENDA ITEM NO. 6.Q.

FOR COUNCIL: May 27, 2025

WARD IMPACTED: Ward 2

SUBJECT: Consideration and Action on an Ordinance Approving an Easement Agreement with Mark J. Tomac (PIN: 21-21-252-016), as requested by the Engineering Department.

RECOMMENDED MOTION: The proposed Ordinance be approved.

STRATEGIC PLAN LINK:

Goal 5. Great Place - Livable, Sustainable City

STRATEGIC PLAN SIGNIFICANCE:

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

BACKGROUND: If approved, the City will enter into an easement agreement with Mark J. Tomac so that the utility easement is brought into compliance with other utility easements that the City holds. The proposed location is an expansion of the existing easement between 2815 and 2901 Breezewood Boulevard. The Bloomington Normal Water Reclamation District ("BNWRD") is working to connect the Clearview Sanitary District into City sewer via a sanitary sewer force main that will be bored through the easement referenced. The Engineering Department is supportive of the easement and the proposed sanitary sewer connection.

The subject property is located on the west edge of the Cedar Ridge Subdivision, west of Breezewood Boulevard and north of Springdale Avenue. The Parcel Identification Number (PIN) is 21-21-252-016. The proposed easement is five feet wide and 130 feet long.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Mark J. Tomac (Easement grantor) and BNWRD

FINANCIAL IMPACT: BNWRD is paying for the costs associated with acquiring and recording the utility easement.

Respectfully submitted for consideration.

Prepared by: Dominic Kallas, Assistant City Engineer

ATTACHMENTS:

[ENG 8B Ordinance](#)

[ENG 8C Ordinance - Exhibit A - Easement Agreement](#)

[ENG 8D Map](#)

ORDINANCE NO. 2025 - _____

**AN ORDINANCE APPROVING AN EASEMENT AGREEMENT WITH MARK J. TOMAC
(PIN: 21-21-252-016)**

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

WHEREAS, the Bloomington Normal Water Reclamation District ("BNWRD") is administering the construction and connection of the Clearview Sanitary District ("Clearview") into City Sanitary Sewer; and

WHEREAS, during the planning phase it was determined that the existing utility easement to be used in the Clearview improvements at 2815 Breezewood Boulevard was not in compliance with standard utility easement requirements; and

WHEREAS, the City requested that BNWRD bring this utility easement into compliance as part of their work with Clearview; and

WHEREAS, the City Council desires to authorize the City Manager to approve and accept easements and enter into easement agreements related to the Clearview improvements; and

WHEREAS, the City Council finds it in the best interest of the City to approve the Easement 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 into and made a part of this Ordinance as though fully set forth herein.

SECTION 2. The Easement Agreement with Mark J. Tomac for installation, maintenance and removal of utilities is hereby approved.

SECTION 3. The City Clerk is hereby authorized to publish this Ordinance in pamphlet form as provided by law.

SECTION 4. This Ordinance is enacted pursuant to the home rule authority of the City of Bloomington granted by Article VII, Section 6 of the 1970 Illinois Constitution.

SECTION 5. This Ordinance shall take effect immediately after its approval and publication as required by law.

PASSED this 27th day of May 2025.

APPROVED this ____ day of May 2025.

CITY OF BLOOMINGTON

ATTEST

Dan Brady, Mayor

Leslie Smith-Yocum, City Clerk

EXHIBIT A

Prepared by: BNWRD
Return to: City of Bloomington

Organization
BNWRD
2015 W Oakland Avenue
Bloomington, IL 61701
Telephone: 309-827-4396

EASEMENT AGREEMENT

This Easement Agreement is made as of April 29, 2025, by and between **Mark J. Tomac** (the "Grantor"), and the **City of Bloomington**, Illinois, a Municipal Corporation (the "City") for certain easements over and through the property legally described on **Appendix A** attached hereto (the "Property").

For and in consideration of TEN AND No/100 Dollars (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby grants, sells, conveys and dedicates unto the City the following:

- i) The north five feet of the south ten feet of Lot 1 in Cedar Ridge Sub-Division. Being part of the east half of Section 21, Township 23 North, Range 2, East of the Third Principal Meridian, According to the Plat Thereof Recorded January 17, 2008, as Document Number 2008-0001507. In McLean County, Illinois.

The Permanent Easement Premises is referred to herein as the "Easement Premises."

The grant of the Easement Premises is subject to the following terms and conditions:

1. **Scope of Permanent Easement.** The City and the City's agents, employees, designees, contractors, guests, invitees, successors and assigns, and all those acting by or on behalf of the City shall have a right of entry and access in, on, over, under, through and across the Permanent Easement Premises at all times convenient and necessary for purposes of locating, constructing, reconstructing, operating, maintaining, inspecting, accessing, laying, installing, replacing, improving, altering, protecting and repairing a sanitary sewer, for the transportation of sewage and any liquids or substances which can be transported through a pipeline, together with all customary

below-ground appurtenant fixtures, facilities and improvements that are necessary or desirable for the operation of the same (collectively, the "Sewer").

2. **Removal of Obstructions.** The City has the right to trim and/or cut down or eliminate trees, shrubbery, undergrowth, brush or other landscaping, as well as to remove other obstructions or possible hazards, on the Easement Premises to the extent, in the sole judgment of the City, necessary to prevent possible damage to or interference with the efficient, safe or convenient operation of the Sewer, and the right to remove or prevent the construction of any and all buildings, structures, reservoirs or other obstructions on the Easement Premises which may endanger or interfere with the City's efficient, safe or convenient operation of the Sewer.

3. **Restoration of Property.** The City shall repair any damage to the Property that would adversely affect farming operations which is caused by the City's use of the Easement Premises.

a) **Top Soil.** The City will remove and replace any topsoil from the Property only as provided in this subparagraph. The actual depth of the topsoil will first be stripped from the area to be excavated and stored in a windrow parallel to the trench in such a manner that it will not become intermixed with subsoil material. All subsoil material removed from the trench will be placed in a second windrow parallel to the trench that is separate from the topsoil windrow. In backfilling the trench, the stockpiled subsoil material will be placed back into the trench before replacing the topsoil.

b) **Compaction.** After the topsoil has been replaced, the City will chisel all areas that were traversed by construction equipment to a minimum depth of 12 inches.

c) **Field Tile.** If underground drainage tile is damaged by the construction of the Sewer, the City will repair the tile as near as practicable to its original condition.

4. **Grantor's Use of Property.** The Grantor may use for the Grantor's own benefit the Easement Premises for any and all purposes not inconsistent with the City's permitted use of the Easement Premises set forth in this Easement Agreement. Notwithstanding anything contained herein to the contrary, Grantor may not use any part of the Easement Premises in a manner that may damage, destroy, injure, and/or interfere with the City's use of the Easement Premises for the City's permitted uses as specified herein. By way of example and not limitation, Grantor shall not conduct any of the following activities on the Easement Premises without the prior written permission of the City: (1) construct any temporary or permanent building or other structure; (2) drill or operate any well; (3) excavate or remove soil or change the grade or slope;

(4) impound surface water; or (5) plant trees or other landscaping. Grantor further agrees that no above or below ground obstruction that may damage, destroy, injure, and/or interfere with the Sewer may be placed, erected, installed or permitted upon the Easement Premises without the prior written permission of the City. If Grantor permits any improvement or other obstruction, whether above or below ground, to be placed in or on the Easement Premises after the date of this Easement Agreement in violation of the terms herein, the City may, without prior notice to Grantor, remove such improvement or other obstruction at any time at the sole expense of Grantor and without the City being liable therefor, and Grantor shall promptly reimburse the City for any and all expenses incurred by the City related thereto. It is expressly acknowledged and understood by each of the parties to this Easement Agreement that remedies at law are or may be inadequate for purposes of enforcement of the provisions of this Easement Agreement and that appropriate action shall include, without in any way limiting other available remedies, the right to equitable relief.

5. **Authority and Warranty of Title.** Each party executing this Easement Agreement as or on behalf of the Grantor represents and warrants that he/she/they are authorized to execute this Easement Agreement. The Grantor warrants that the Grantor is the owner of the Property and has the right, title and capacity to convey the Easement Premises to the City.

6. **Indemnity.** The City shall indemnify and hold the Grantor harmless from any liability, claims, suits, demands, actions, loss, damage, and expense for injury to persons or damage to property caused by the City, or the City's agents, employees, representatives, designees, contractors, guests, invitees, successors and assigns, and all others acting by or on behalf of the City, in the exercise of the rights granted under this Easement Agreement, except to the extent resulting from Grantor's negligence or intentional misconduct.

7. **Cooperation.** The Grantor and the City agree to cooperate and execute all future documents, including, but not limited to, any instrument if so requested by either party to confirm this Easement Agreement, re-grant this Easement Agreement, or as may be necessary or desired for recording purposes.

8. **Binding Effect.** This Easement Agreement shall inure to the benefit of, and shall be binding upon the Grantor, the Grantor's heirs, successors and assigns, and upon the City and its successors in interest, and shall run with the title to the Property.

9. **Counsel Approval.** This Easement Agreement is expressly contingent upon being or having been duly approved by the City Council and will not become binding upon the City absent such approval.

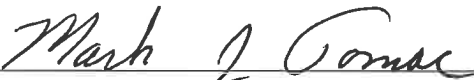
10. **Governing Law.** This Easement Agreement shall be governed by and interpreted in accordance with the laws of the State of Illinois.

11. **Effect of Invalidity.** In the event that any court of competent jurisdiction determines that any covenant, term or condition of this Easement Agreement as applied to any particular facts or circumstances is wholly or partially invalid, illegal or unenforceable, such invalidity, illegality or unenforceability shall not affect such covenant, term or condition as the same applies to other facts or circumstances (unless the effect of such determination precludes the application of such covenant, term or condition to other facts or circumstances), nor shall it affect the validity, legality or enforceability of the other covenants, terms and conditions of this Easement Agreement.

12. **Entire Agreement.** This Easement Agreement represents the entire agreement between the Grantor and the City and supersedes any prior agreements relating to the subject matter of this Easement Agreement. This Easement Agreement may be modified or amended only by a written instrument duly authorized and executed by the parties.

[SIGNATURE PAGE FOLLOWS]

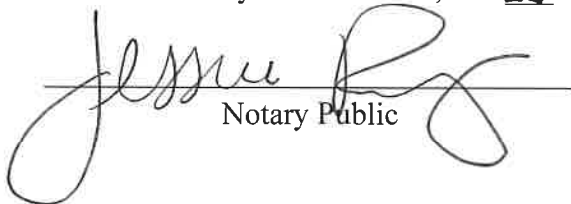
IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the date first above written.


Mark J. Tomac

STATE OF ILLINOIS)
) SS.
COUNTY OF MCLEAN)

I, the undersigned, a Notary Public in and for the above County and State, HEREBY CERTIFY that the grantor, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed, and delivered the said instrument as his free and voluntary act, for the uses and purposes therein stated, including the release and waiver of the right of homestead.

Given under my hand and seal, this 28 day of April, 2025.


Notary Public


Grantor



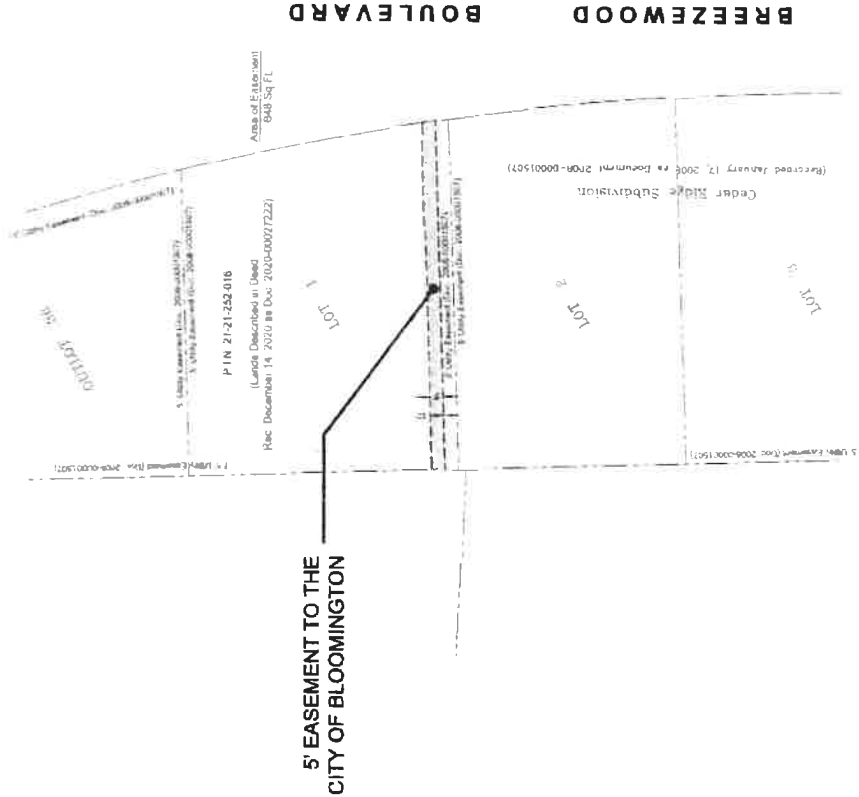
PLAT OF EASEMENT

LEGAL DESCRIPTION

THE NORTH 1/2 OF THE SOUTH 1/4 OF LOT 1 IN CEDAR RIDGE SUBDIVISION, BEING PART OF THE EAST 1/2 OF SECTION 22, TOWNSHIP 2 NORTH, RANGE 2 EAST, COUNTY OF MCCLAIN, ILLINOIS, ACCORDING TO THE PLAT THEREOF RECORDED JANUARY 17, 2008 AS DOCUMENT NUMBER 2008-0001807, IN MCCLAIN COUNTY, ILLINOIS



Scale 1" = 30'



STATE OF ILLINOIS
COUNTY OF MCCLAIN

I HEREBY CERTIFY THAT WE HAVE PREPARED THE FOREGOING PLAT FOR THE PURPOSES HEREIN SET FORTH AND THAT THE PLAT IS A CORRECT REPRESENTATION THEREOF.
DIMENSIONS ARE SHOWN IN FEET AND DECIMAL PARTS THEREOF

BAXTER & WOODMAN CONSULTING ENGINEERS

DATE: March 24, 2005 BY: [Signature]
ANTHONY BAXTER, P.E.
PROFESSIONAL LAND SURVEYOR
ILLINOIS NO. 035-000503

MY PROFESSIONAL LICENSE RENEWAL DATE IS 11/07/2006



LICENSE EXPIRES 11-30-2010

PLAT OF EASEMENT

BAXTER & WOODMAN
Consulting Engineers

1001 N. LEXINGTON AVE., SUITE 200
CHICAGO, ILLINOIS 60610

DRAWN BY: AEB

CHECKED BY: MAG

9-T-R: 21-23-2

SCALE: 1" = 30'

CLIENT: Cedar Ridge Subdivision

JOB NO.

2325150

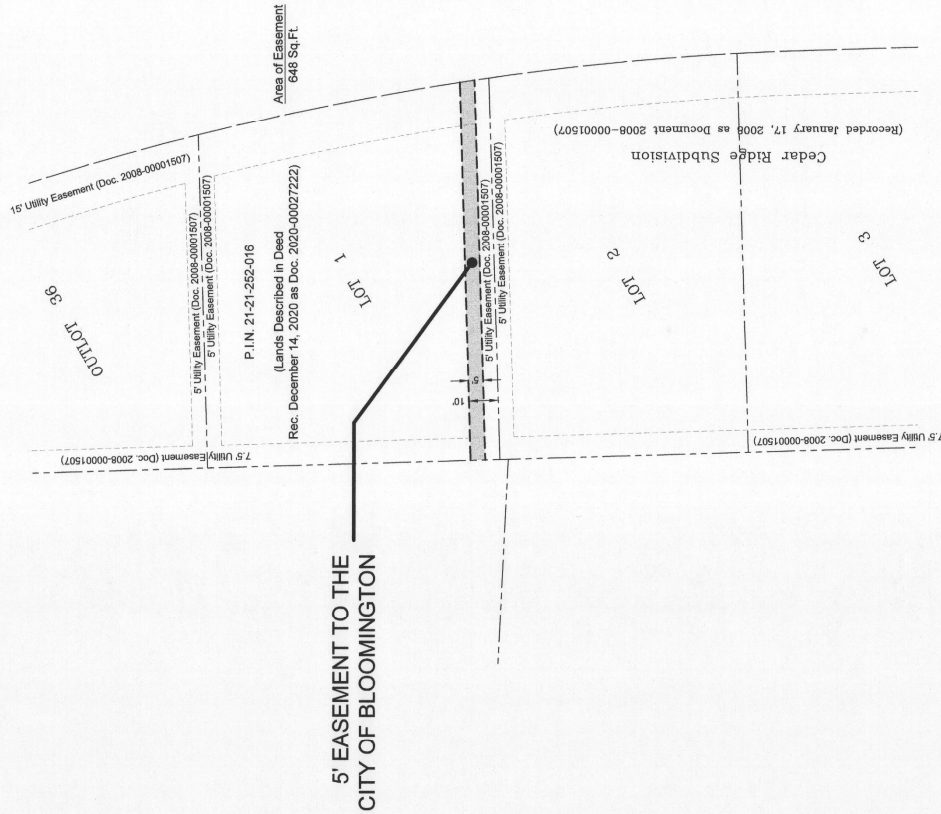
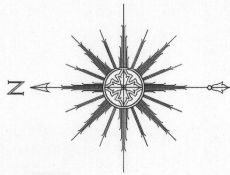
PLAT OF EASEMENT

LEGAL DESCRIPTION

THE NORTH 5 FEET OF THE SOUTH 10 FEET OF LOT 1 IN CEDAR RIDGE SUBDIVISION, BEING PART OF THE EAST HALF OF SECTION 21, TOWNSHIP 23 NORTH, RANGE 2, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JANUARY 17, 2008 AS DOCUMENT NUMBER 2008-0001507, IN MCLEAN COUNTY, ILLINOIS.



Scale 1" = 30'



5' EASEMENT TO THE
CITY OF BLOOMINGTON

STATE OF ILLINOIS)
COUNTY OF MCHEERY)

I HEREBY CERTIFY THAT WE HAVE PREPARED THE FORGOING PLAT FOR THE PURPOSES HEREIN SET FORTH AND THAT THE PLAT IS A CORRECT REPRESENTATION THEREOF.

DIMENSIONS ARE SHOWN IN FEET AND DECIMAL PARTS THEREOF.

BAXTER & WOODMAN CONSULTING ENGINEERS

DATE: March 24, 2025 BY: ANTHONY BLANCHIN, P.L.S.
PROFESSIONAL LAND SURVEYOR
ILLINOIS NO. 035-003603

MY PROFESSIONAL LICENSE RENEWAL DATE IS 11/30/2026



LICENSE EXPIRES 11-30-2026

PLAT OF EASEMENT

BAXTER & WOODMAN
Consulting Engineers

8678 RIDGEFIELD ROAD • CRYSTAL LAKE, IL 60012
PHONE: 815-463-1260 • FAX: 815-465-4450

DRAWN BY: AEB

CHECKED BY: MAC

S-TR: 21-23-2

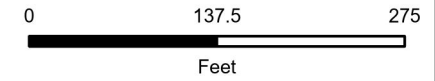
CLIENT: Bloomington & Normal Water Reclamation District

SCALE: 1" = 30'

JOB NO:

2325150

Location Map



Date: 5/8/2025





CONSENT AGENDA ITEM NO. 6.R.

FOR COUNCIL: May 27, 2025

WARD IMPACTED: Ward 2

SUBJECT: Consideration and Action on an Ordinance Approving the Expedited Final Plat of the Reeser Subdivision (Part of PIN: 21-28-400-012), as requested by the Development Services Department.

RECOMMENDED MOTION: The proposed Ordinance be approved.

STRATEGIC PLAN LINK:

Goal 5. Great Place - Livable, Sustainable City

STRATEGIC PLAN SIGNIFICANCE:

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

BACKGROUND: The Petitioner, Evelyn J. Reeser, is requesting approval of an Expedited Final Plat for the *Reeser Subdivision*, which will result in one lot of record and is located on the south side of E 925 North Road, east of US Highway 51 in McLean County. This parcel is less than 1.5 miles outside of the corporate limits of the City of Bloomington. Therefore, the plat falls within the City's extraterritorial jurisdiction for review and approval.

The property is identified as being a part of the Parcel Identification Number (PIN) 21-28-400-012 located in McLean County. The property contains a single-family residence along with an outbuilding(s). The parcel is county-zoned Agricultural.

No development is proposed in conjunction with this subdivision, and there are no tap-on fees or bond requirements.

The Final Plat complies with City engineering standards (Manual of Practice and Chapter 24 of City Code) and qualifies for the Expedited Final Plat procedure set forth in Section 24-305F of the City Code. City staff have no objections to the plat.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Evelyn J. Reeser

FINANCIAL IMPACT: The Property Owner/Developer paid all survey and plat costs.

Respectfully submitted for consideration.

Prepared by: Steven Law, Senior Civil Engineer

ATTACHMENTS:

[DSD 1B Ordinance](#)

[DSD 1C Ordinance Exhibit B - Final Plat](#)

[DSD 1D Owners Petition](#)

[DSD 1E County Clerks Certificate](#)

DSD 1F Owners Certificate
DSD 1G School District Certificate
DSD 1H Final Plat Checklist
DSD 1I Final Plat Map
DSD 1J Drainage Statement

ORDINANCE NO. 2025 - ____

**AN ORDINANCE APPROVING THE EXPEDITED FINAL PLAT OF THE
REESER SUBDIVISION (Part of PIN: 21-28-400-012)**

WHEREAS, there was heretofore filed with the City of Bloomington ("CITY"), McLean County, Illinois, a Petition for approval of the Expedited Final Plat of the Reeser Subdivision, dated February 20, 2025, for the property legally described in Exhibit A ("PROPERTY"); and

WHEREAS, said Petition included a Final Plat prepared by Brent Bazan, Illinois Professional Land Surveyor No. 3715, of the Farnsworth Group, Inc., dated February 20, 2025, depicted in Exhibit B ("PLAT"); and

WHEREAS, the subject PROPERTY is not within the corporate limits of the CITY, but is within the extraterritorial jurisdiction of the CITY and subject to governance by the Land Subdivision Code of the City of Bloomington, Illinois; and

WHEREAS, said Petition requests the following exemptions or variations from the provisions of the Bloomington City Code: waiver of the preliminary plan, submission, review, and approval procedures, as allowed by § 24-305F; and

WHEREAS, said Petition is valid and sufficient and conforms to the requirements of the statutes in such cases made and provided, and the PLAT attached to said Petition was prepared in compliance with the requirements of the Bloomington City Code.

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 Expedited Final PLAT of the Reeser Subdivision, dated February 20, 2025, for the subject PROPERTY, as legally described in Exhibit A and depicted in Exhibit B, is hereby approved, subject to minor technical modifications.

SECTION 3. The City Clerk is hereby authorized to publish this Ordinance in pamphlet form as provided by law.

SECTION 4. This Ordinance is enacted pursuant to the home rule authority of the City of Bloomington granted by Article VII, Section 6 of the 1970 Illinois Constitution.

SECTION 5. This Ordinance shall take effect immediately after its approval and publication as required by law.

PASSED this 27th day of May 2025.

APPROVED this ____ day of May 2025.

CITY OF BLOOMINGTON

ATTEST

Mboka Mwilambwe, Mayor

Leslie Smith-Yocum, City Clerk

EXHIBIT A

Legal Description

A part of Lot 1 and Lot 2 in Harbert's Subdivision of the Southeast Quarter of the Southeast Quarter of Section 28, and a part of the Southwest Quarter of Section 27, Township 23 North, Range 2 East of the Third Principal Meridian more particularly described as follows: Beginning the Northeast Corner of the Southeast Quarter of the Southeast Quarter of Section 28, also being the Northeast Corner of Lot 1 in Harbert's Subdivision. From said Point of Beginning, thence west 204.56 feet along the North Line of said Southeast Quarter of the Southeast Quarter; thence south 224.77 feet along a line which forms an angle to the right of 89°-19'-26" with the last described course; thence east 235.00 feet along a line which forms an angle to the right of 90°-00'00" with the last described course; thence north 223.14 feet along a line which forms an angle to the right of 90°-00'00" with the last described course to the North Line of the Southwest Quarter of the Southwest Quarter of said Section 27; thence west 30.46 feet along said North Line which forms an angle to the right of 88°-32'-13" with the last described course to the Point of Beginning, McLean County, Illinois.

Part of PIN: 21-28-400-012

EXHIBIT B

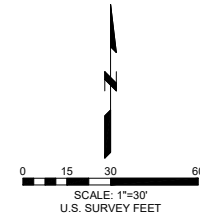
REESER SUBDIVISION

PART OF THE SE 1/4 OF SECTION 28 & SW 1/4 OF SECTION 27, TOWNSHIP 23 NORTH,
RANGE 2 EAST OF THE 3RD PRINCIPAL MERIDIAN
McLEAN COUNTY, ILLINOIS

LEGEND

EX
SET
●
○
⊙

EXISTING MONUMENT
SET MONUMENT
IRON ROD
IRON PIPE
WELL
BUILDING SETBACK LINE



SURVEYOR'S CERTIFICATE

The following described property has been surveyed and platted under my direction:

A part of Lot 1 and Lot 2 in Harbert's Subdivision of the Southeast Quarter of the Southeast Quarter of Section 28, and a part of the Southwest Quarter of Section 27, Township 23 North, Range 2 East of the Third Principal Meridian more particularly described as follows: Beginning the Northeast Corner of the Southeast Quarter of the Southeast Quarter of Section 28, also being the Northeast Corner of Lot 1 in Harbert's Subdivision. From said Point of Beginning, thence west 204.56 feet along the North Line of said Southeast Quarter of the Southeast Quarter; thence south 224.77 feet along a line which forms an angle to the right of 89°-19'-26" with the last described course; thence east 235.00 feet along a line which forms an angle to the right of 90°-00'-00" with the last described course; thence north 223.14 feet along a line which forms an angle to the right of 89°-19'-26" with the last described course to the North Line of the Southwest Quarter of said Section 27; thence west 30.46 feet along said North Line which forms an angle to the right of 88°-32'-13" with the last described course to the Point of Beginning, McLean County, Illinois.

This property has been subdivided into 1 lot, numbered 1 and the road dedication as shown. Said Subdivision is to be known as "Reeser Subdivision" in McLean County, Illinois.

Said property contains 1.206 acres, more or less.

This 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, Map No. 17113C0515E, dated July 16, 2008.

Witness my hand and seal this 20th day of February, 2025.

FARNSWORTH GROUP, INC.
2709 MCGRAW DRIVE
BLOOMINGTON, IL 61704



By: Brent A. Bazan
Professional Land Surveyor No. 3715

DATE: 02/20/2025
EXP. DATE: 11-30-2026
DESIGN FIRM REGISTRATION NO. 184-001856

Notes:

- This property is commonly known as 14995 E 925N Road Bloomington, IL. Part of P.I.N. 21-28-400-012.
- The field work for this survey was performed on November 25, 2024.
- This property lies within 1-1/2 miles of the corporate limits of the City of Bloomington.
- Harbert's Subdivision of the Southeast Quarter of the Southeast Quarter of Section 28 is recorded in Book 2, Page 553 in the McLean County Recorder's Office.

Owner:
Evelyn Reeser

Developer/Agent for Owner:
Todd Lindsey
2903 Morningside Dr.
Bloomington, IL 61704
Phone: 309-830-5128

CITY CLERK'S CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF McLEAN) SS

I, _____, City Clerk of the City of Bloomington, Illinois, do hereby certify that the foregoing is a true and complete copy of an original "Reeser Subdivision", presented, passed and approved at a regular meeting of said City Council, held on the _____ Day of _____, 2025, by an affirmative vote of the majority of all members of said council, the vote having been taken by yeas and nays and entered on the record of the proceedings of said council.

Witness my hand and seal of said city of Bloomington, this ____ day of _____, 2025.

City Clerk

CITY ENGINEER'S CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF McLEAN) SS

I, _____, City Engineer for the City of Bloomington, hereby certify that the land improvements described in the annexed plat and the plans and specification therefor meet the minimum requirements for said City of Bloomington outlined in Chapter 24 of the Bloomington City code.

Dated at Bloomington, Illinois, this ____ day of _____, 2025.

City Engineer
Bloomington, Illinois



2709 MCGRAW DRIVE
BLOOMINGTON, ILLINOIS 61704
(309) 663-8435 / info@f-w.com

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

ISSUE:

DATE: DESCRIPTION:

PROJECT:

REESER SUBDIVISION

McLEAN COUNTY, ILLINOIS

Date: 02/20/2025

Design/Drawn: DJM

Reviewed: PEB

Field Book No.: 3423/63

Project No.: 02401842.001

SHEET TITLE:

FINAL PLAT

SHEET NUMBER:

1

File No.:

S.E. 1/4 SEC. 28 & S.W. 1/4 SEC. 27 T.23N., R.2E. 3P.M.

PETITION FOR APPROVAL OF EXPEDITED FINAL PLAT

State of Illinois)
)ss.
County of McLean)

TO: THE HONORABLE MAYOR AND CITY COUNCIL OF THE CITY OF BLOOMINGTON,
MCLEAN COUNTY, ILLINOIS

Now come(s) *EVELYN J. REESER*, hereinafter referred to as "Petitioner(s)", respectfully representing and requesting as follows:

1. That your Petitioner(s) is(are) the owner(s) of the freehold or lesser estate therein of the Property hereinafter legally described in Exhibit "A" and hereinafter referred to as "Property", which is attached hereto and made a part hereof by this reference, or is (are) a mortgagee or vendee in possession, assignee of rents, receiver, executor (executrix), trustee, lessee or other person, firm or corporation or the duly authorized agents of any of the above persons having proprietary interest in said property;
2. That your Petitioner(s) seek(s) approval of the Expedited Final Plat for the subdivision of said property to be known and described as *REESER SUBDIVISION*, located in the County of McLean, Illinois, within the extraterritorial jurisdiction of the City of Bloomington, as prepared on February 20, 2025, by Brent Bazan of Farnsworth Group, Inc., Registered Illinois Land Surveyor Number 3715;
3. That your Petitioner(s) also seek(s) approval of the following exemptions or variations from the provisions of Chapter 24 of the Bloomington City Code, 1960: waiver of the preliminary plan, submission, review, and approval procedures, as allowed by § 24-305F;

WHEREFORE, your Petitioner(s) respectfully pray(s) that said Final Plat for the *REESER SUBDIVISION*, submitted herewith, be approved with the exemptions and/or variations as requested herein.

WHEREFORE, your Petitioner(s) respectfully represents and requests that the digital signature appearing below be accepted as the Petitioner(s) legal signature.

RESPECTFULLY SUBMITTED BY:

Todd Lindsey, POA
Todd Lindsey, POA (May 20, 2025 13:44 CDT)

Name: EVELYN J. REESER

By: Todd Lindsey, Power of Attorney Agent

Date: May 20, 2025

EXHIBIT A

LEGAL DESCRIPTION REESER SUBDIVISION

A part of Lot 1 and Lot 2 in Harbert's Subdivision of the Southeast Quarter of the Southeast Quarter of Section 28, and a part of the Southwest Quarter of Section 27, Township 23 North, Range 2 East of the Third Principal Meridian more particularly described as follows: Beginning the Northeast Corner of the Southeast Quarter of the Southeast Quarter of Section 28, also being the Northeast Corner of Lot 1 in Harbert's Subdivision. From said Point of Beginning, thence west 204.56 feet along the North Line of said Southeast Quarter of the Southeast Quarter; thence south 224.77 feet along a line which forms an angle to the right of 89°-19'-26" with the last described course; thence east 235.00 feet along a line which forms an angle to the right of 90°-00'00" with the last described course; thence north 223.14 feet along a line which forms an angle to the right of 90°-00'00" with the last described course to the North Line of the Southwest Quarter of the Southwest Quarter of said Section 27; thence west 30.46 feet along said North Line which forms an angle to the right of 88°-32'-13" with the last described course to the Point of Beginning, McLean County, Illinois.

Part of PIN: 21-28-400-012

Final PLAT Petition Expedited_Reeser

Final Audit Report

2025-05-20

Created:	2025-05-20
By:	Megan Bennett (mbennett@meyercapel.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAArw2ZfMioxxDkas5rRMHYSCFS6ZuQo8kK

"Final PLAT Petition Expedited_Reeser" History

-  Document created by Megan Bennett (mbennett@meyercapel.com)
2025-05-20 - 6:20:46 PM GMT
-  Document emailed to Todd Lindsey (tlind713@hotmail.com) for signature
2025-05-20 - 6:20:50 PM GMT
-  Email viewed by Todd Lindsey (tlind713@hotmail.com)
2025-05-20 - 6:43:53 PM GMT
-  Signer Todd Lindsey (tlind713@hotmail.com) entered name at signing as Todd Lindsey, POA
2025-05-20 - 6:44:44 PM GMT
-  Document e-signed by Todd Lindsey, POA (tlind713@hotmail.com)
Signature Date: 2025-05-20 - 6:44:46 PM GMT - Time Source: server
-  Agreement completed.
2025-05-20 - 6:44:46 PM GMT

COUNTY CLERK'S CERTIFICATE

State of Illinois)
)ss.
County of McLean)

I, Kathy Michael, County Clerk of McLean County, State of Illinois, do hereby certify that on the 23rd day of January, 2025, there were no delinquent general or special assessments unpaid, special assessments or delinquent special assessments unpaid against the tract of land shown on the plat attached to this certificate and described in the certificate of the Surveyor attached hereto and to said Plat.

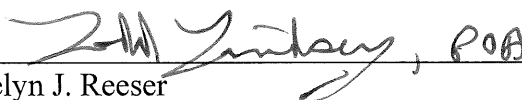
Kathy Michael
County Clerk, McLean County, Illinois

PIN 21-28-400-012

OWNER'S CERTIFICATE

KNOW ALL PERSONS BY THESE PRESENTS: That EVELYN J. REESER, by Todd Lindsey as her Power of Attorney Agent, hereby certifies that she is the owner of all the premises embodied in the attached Final Plat of REESER SUBDIVISION in the City of Bloomington, McLean County, Illinois, and that she has caused said Plat to be made and that it is a true and correct plat of REESER SUBDIVISION in the City of Bloomington, McLean County, Illinois, as laid off in lots and streets by Brent A. Bazan, Registered Illinois Land Surveyor No. 035-003715.

In Witness Whereof EVELYN J. REESER, by Todd Lindsey as her Agent, has hereunto executed this document this 13 day of February, 2025.

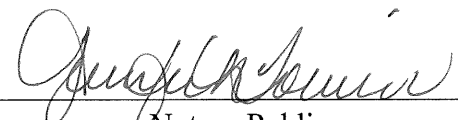


Evelyn J. Reeser
By: Todd Lindsey, as Power of Attorney Agent

STATE OF ILLINOIS)
) SS
COUNTY OF McLEAN)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT **TODD LINDSEY**, personally known to me and is the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this 13 day of February, 2025.



Notary Public

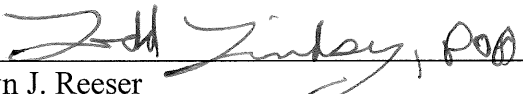
Prepared by:
Nathan B. Hinch
Meyer Capel, A Professional Corporation
201 E. Grove Street, Suite 100
Bloomington, IL 61701
(309) 829-9486



SCHOOL DISTRICT CERTIFICATE

EVELYN J. REESER, is the owner of the property described in Exhibit A attached hereto and incorporated herein and in the Surveyor's Certificate, which will be known as the REESER SUBDIVISION in the City of Bloomington, McLean County, Illinois, and hereby certifies that to the best of her knowledge, said property is located within the boundaries of COMMUNITY UNIT SCHOOL DISTRICT NO. FIVE, McLEAN AND WOODFORD COUNTIES, ILLINOIS.

Dated February 13, 2025.



Evelyn J. Reeser
By: TODD LINDSEY, as Power of Attorney Agent

STATE OF ILLINOIS)
) SS
COUNTY OF McLEAN)

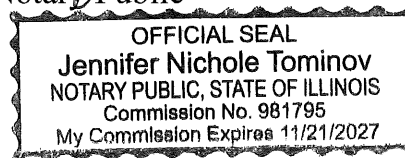
I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT **TODD LINDSEY**, personally known to me to be the Power of Attorney Agent for EVELYN J. REESER, and is the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this 13 day of February, 2025.



Notary Public

Prepared by:
Nathan B. Hinch
Meyer Capel, A Professional Corporation
201 E. Grove Street, Suite 100
Bloomington, IL 61701
(309) 829-9486





Evelyn J. Reeser (Reeser Subdivision)

Date Prepared: 5/9/2025

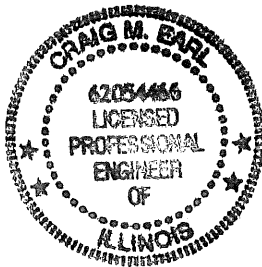
Shown on Final Plat:		Initial
	Easements shown for all public improvements	N/A
	City Engineer's Signature Block	SJL
	Clerk's Signature Block	SJL
	Areas or facilities to be dedicated to the public	SJL
	Railroad Right of Ways	N/A
	Subdivision Boundaries	SJL
	References to nearest street lines, Township, Sections lines, or monuments.	SJL
	Name of Subdivision	SJL
	Legal Description	SJL
	Existing Parcel Id Number (PIN)	SJL
	Surveyor's statement regarding any Special Flood Hazard Areas.	SJL
	Total Acreage	SJL
	Street Names	SJL
	Proposed Lot numbers (consecutively numbered)	SJL
The following shall be provided:		
	School District Certificate	SJL
	County Clerk's Certificate	SJL
	Owner's Certificate	SJL
	Drainage Statement	SJL
	Owner's Petition	SJL
	Ordinance	SJL
	Utility Company Signoffs	N/A
	Digital PDF Submittal provided to Public Works	SJL
	Digital CAD format submittal provided to Public Works	Not yet
The following requirements shall be met:		
	Final plat retains the design characteristics of a valid Preliminary Plan that has not expired	N/A
	Retains the design characteristics of approved public improvement engineering plans and specifications.	N/A
	Final Plat is signed by IL licensed surveyor	Not Yet
	Plans for all public improvements approved	N/A

Reeser Subdivision



DRAINAGE STATEMENT

I, CRAIG M. EARL, a professional engineer duly licensed under the laws of the State of Illinois, and EVELYN J. REESER, being the owner of the premises heretofore platted by BRENT A. BAZAN, Professional Land Surveyor No. 035-003715, to be and become "REESER SUBDIVISION" in the City of Bloomington, McLean County, Illinois, do hereby state that to the best of their knowledge and belief, the drainage of surface waters will not be changed by the construction of said Subdivision or any part thereof; or that if such surface waters drainage will be changed, reasonable provision has been made for collection and diversion of such surface waters into public areas or drains which the Subdivider has a right to use and that such waters will be planned for in accordance with generally accepted engineering practices so as to reduce the likelihood of damage to the adjoining property because of the construction of the Subdivision.



Craig M. Earl
Registered Professional Engineer # 062054466

Todd Lindsey, POA
EVELYN J. REESER
By: Todd Lindsey, as Power of Attorney Agent

Prepared by:
Nathan B. Hinch
Meyer Capel, A Professional Corporation
201 E. Grove Street, Suite 100
Bloomington, IL 61701
(309) 829-9486



CONSENT AGENDA ITEM NO. 6.S.

FOR COUNCIL: May 27, 2025

WARD IMPACTED: Ward 8

SUBJECT: Consideration and Action on an Ordinance Approving the Third Addition to the Links at Ireland Grove Road Subdivision (PINs: 22-18-203-006, 22-18-203-010, 22-18-203-011, 22-18-203-012, 22-18-203-013, 22-18-203-014), as requested by the Development Services Department.

RECOMMENDED MOTION: The proposed Ordinance be approved.

STRATEGIC PLAN LINK:

Goal 5. Great Place - Livable, Sustainable City

STRATEGIC PLAN SIGNIFICANCE:

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

BACKGROUND: The Petitioner, Green Fairways Development, LLC, is requesting re-approval of a Final Plat for the *Third Addition to the Links at Ireland Grove Road Subdivision*, which will result in four lots of record (Numbered 327-330) and is located south of Ballybunion Road and east of Tullamore Avenue.

The property is a part of existing Parcel Identification Numbers (PINs) 22-18-203-006, -010, -011, -012, -013, and -014. The subject parcels currently exist as a golf course, driving range, clubhouse, restaurant, and four other undeveloped lots. The proposed development includes the golf course remaining in place, and the clubhouse and restaurant being placed on their own lots, which will have a shared parking agreement. Generally, the four undeveloped lots will combine with the driving range area to be constructed as a multi-family housing development, which was depicted on the Residences at the Links Preliminary Plan, passed at the February 23, 2023, Council meeting (Item 7.I.).

The area has both B-1 (General Commercial) District and P-2 (Public Lands and Institutions) District zoning, with portions having an S-1 (Aircraft Noise Impact) District overlay. The final plat complies with City engineering standards (Manual of Practice and Chapter 24 of City Code). City staff has no objections to the plan.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Green Fairways Development, LLC

FINANCIAL IMPACT: The Property Owner/Developer paid all survey and plat costs.

Respectfully submitted for consideration.

Prepared by: Steven Law, Senior Civil Engineer

ATTACHMENTS:

DSD 3B Ordinance
DSD 3C Ordinance - Exhibit B - Final Plat
DSD 3D Owners Petition
DSD 3E County Clerks Certificate
DSD 3F Owners and School Certificate
DSD 3G Owners Certificate Covenants Exhibit A
DSD 3H Drainage Statement
DSD 3I Final Plat Checklist
DSD 3J Final Plat Map

ORDINANCE NO. 2025 - _____

**AN ORDINANCE APPROVING THE FINAL PLAT OF THE
THIRD ADDITION TO THE LINKS AT IRELAND GROVE ROAD SUBDIVISION (PINs: 22-18-203-006, 22-18-203-010, 22-18-203-011, 22-18-203-012, 22-18-203-013, 22-18-203-014)**

WHEREAS, there was heretofore filed with the City of Bloomington, McLean County, Illinois, a Petition for approval of the Final Plat of the *Third Addition to the Links at Ireland Grove Road Subdivision*, for the property legally described in Exhibit A (PROPERTY); and

WHEREAS, said Petition included a Final Plat prepared by Brent Bazan, Illinois Professional Land Surveyor No. 3715, of the Farnsworth Group, Inc., dated May 6, 2025, and depicted in Exhibit B (FINAL PLAT); and

WHEREAS, the City Council (COUNCIL) has previously approved said FINAL PLAT, via Ordinance No. 2023-076, but said FINAL PLAT expired prior to recording, in accordance with § 24-305 of the City Code; and

WHEREAS, the Applicant, *Green Fairways Development, LLC*, has included Covenants applying development restrictions until all required Performance Guarantees and Tap-On fees have been provided; and

WHEREAS, said Petition requests the following exemptions or variations from the provisions of the Bloomington City Code: none; and

WHEREAS, said Petition is valid and sufficient and conforms to the requirements of the statutes in such cases made and provided and the FINAL PLAT attached to said Petition was prepared in compliance with the requirements of the Bloomington City Code; and

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

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

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

SECTION 2. The FINAL PLAT of the of the *Third Addition to the Links at Ireland Grove Road Subdivision*, dated May 6, 2025, for the subject PROPERTY, is hereby approved, subject to minor technical modifications.

SECTION 3. The City Clerk is hereby authorized to publish this Ordinance in pamphlet form as provided by law.

SECTION 4. This Ordinance is enacted pursuant to the home rule authority of the City of Bloomington granted by Article VII, Section 6 of the 1970 Illinois Constitution.

SECTION 5. This Ordinance shall take effect immediately after its approval and publication as

required by law.

PASSED this 27th day of May 2025.

APPROVED this ____ day of May 2025.

CITY OF BLOOMINGTON

ATTEST

Dan Brady, Mayor

Leslie Smith-Yocum, City Clerk

EXHIBIT A

Legal Description

THIRD ADDITION TO THE LINKS AT IRELAND GROVE ROAD SUBDIVISION

LOTS 318, 319, 320, 321 AND 322 IN THE SECOND ADDITION TO THE LINKS AT IRELAND GROVE ROAD SUBDIVISION ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 13, 2009 AS DOCUMENT NO. 2009-34823 AND LOT 312 IN THE FIRST ADDITION TO THE LINKS AT IRELAND GROVE ROAD SUBDIVISION ACCORDING TO THE PLAT THEREOF RECORDED JANUARY 26, 2006 AS DOCUMENT NO. 2006-2199 IN THE CITY OF BLOOMINGTON, MCLEAN COUNTY, ILLINOIS

SAID PROPERTY CONTAINS 57.873 ACRES, MORE OR LESS

PINs: 22-18-203-006
22-18-203-010
22-18-203-011
22-18-203-012
22-18-203-013
22-18-203-014

EXHIBIT B

THIRD ADDITION TO THE LINKS AT IRELAND GROVE ROAD SUBDIVISION

PART OF THE NW 1/4 & NE 1/4 OF SECTION 18, TOWNSHIP 23 NORTH, RANGE 3 EAST OF THE 3RD PRINCIPAL MERIDIAN
CITY OF BLOOMINGTON, McLEAN COUNTY, ILLINOIS

LEGEND

- IRON ROD
- + CROSS CUT IN CONCRETE
- Re RADIUS
- Ls ARC LENGTH
- Ch CHORD LENGTH
- *135°00'00" ANGLE MEASURED TO CHORD
- P.C. POINT OF CURVATURE
- P.T. POINT OF TANGENCY
- 15' UTILITY EASEMENT LINE UNLESS NOTED OTHERWISE
- PER JUDGEMENT ORDER RECORDED NOV. 19, 1952 AS CASE NO. 52-1284
- UTILITY EASEMENTS HEREBY VACATED

SURVEYOR'S DECLARATION

The following declaration has been surveyed and plated under my direction:

Lots 318, 319, 320, 321 and 322 in the Second Addition to the Links at Ireland Grove Road Subdivision according to the plat thereof recorded November 13, 2009 as Document No. 2009-34623 and Lot 312 in the First Addition to the Links at Ireland Grove Road Subdivision according to the plat thereof recorded January 26, 2008 as Document No. 2008-2199 in the City of Bloomington, McLean County, Illinois.

Said property contains 57.873 acres, more or less.

This property has been subdivided into 4 lots, numbered 327 through 330, inclusive, and the easements as shown. Said Subdivision is to be known as the "Third Addition to the Links at Ireland Grove Road Subdivision" in the City of Bloomington, McLean County, Illinois.

This Subdivision lies within Zone X (Area of Minimal Flood Hazard) according to the Federal Emergency Management Agency's Flood Insurance Rate Map for the City of Bloomington, McLean County, Illinois, Map No. 17113C0510 E. Community No. 170490, dated July 18, 2008.

Notes:

- The 15-foot wide utility easement dedicated east of and adjacent to the east right-of-way line of Tullamore Avenue extends across the Illinois Power Company Easement recorded November 19, 1952, as Case No. 52-1284 (Tract No. 3, Parcel "A") as shown.
- The North Line of the Illinois Power Company Easement recorded November 19, 1952, as Case No. 52-1284 (Tract No. 3, Parcel "A") marks the south line of the utility easement dedicated across a portion of Lot 327 from Tullamore Avenue to the East Line of Lot 1 in the Northwest Quarter of Section 18 as shown.
- The 15-foot wide utility easement dedicated east of and adjacent to the East Line of Lot 1 in the Northwest Quarter of Section 18 extends across the 65-foot wide Illinois Power Company Easement recorded November 19, 1952, as Case No. 52-1284 Tract No. 3, Parcel "B") as shown.
- The 25-foot wide bike trail easement dedicated across Lot 330 lies within the Illinois Power Company Easement recorded November 19, 1952, as Case No. 52-1284 (Tract No. 3, Parcel "B") as shown.
- The 7.5-foot wide utility easement dedicated west of and adjacent to the east line of Lot 330 extends across the 65-foot wide Illinois Power Company Easement recorded November 19, 1952, as Case No. 52-1284 (Tract No. 3, Parcel "B") as shown.
- Lying within the 60-foot wide Illinois Power Company Easement, which is recorded as Document No. 70-283 and extends across the south side of Lot 330 and a portion of the Norfolk Southern Railway Company, is another Illinois Power Company Easement recorded May 28, 1954, as Document No. 25168 in Book 617, Page 251.
- The drainage easements which extend across portions of Lot 330 are private drainage easements conveyed to the Dunraven P.U.D. and Dunraven Subdivision Homeowners' Associations.
- Lot 330 is subject to private detention basin easements covering three detention basins as shown. The limits of said easements extend to contour elevation 851.00. Said easements are for the operation, maintenance, repair, replacement and customary servicing of the detention basins and are conveyed to the Dunraven P.U.D. and Dunraven Subdivision Homeowners' Associations.
- This property is part of PIN 22-18-203-006, 22-18-203-010, 22-18-203-011, 22-18-203-012, 22-18-203-013 and 22-18-203-014.
- The easements as shown by the hatching are hereby vacated by this plat.
- A private shared parking agreement will exist between Lots 328 and 329 which will be recorded concurrently with this Final Plat.
- No tap on or any other related fees shall be assessed to the developer of this property for Lots 327 and 330 shown herein until such time when a permit is issued for the construction of any new building or private infrastructure by the City of Bloomington upon said lots.

Witness my hand and seal this 6th day of May, 2025.



FARNSWORTH GROUP, INC.
2709 McGRAW DRIVE
BLOOMINGTON, IL 61704

By: *Brent A. Bazar*
Brent A. Bazar
Professional Land Surveyor No. 3715

DATE: 5-6-25
EXP. DATE: 11-30-2026
DESIGN FIRM REGISTRATION NO. 184-001856

This Professional Service conforms to the current Illinois Minimum Standards for a Boundary Survey.

OWNER/DEVELOPER:
Green Fairways Development, LLC
1726 Tullamore Ave., Suite B
Bloomington, IL 61704

ATTORNEY:
Elizabeth Megill
115 W. Jefferson St., Suite 400
Bloomington, IL 61701
(309) 528-5281

Farnsworth GROUP

2709 McGRAW DRIVE
BLOOMINGTON, ILLINOIS 61704
(309) 663-8435 / info@f-w.com

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

ISSUE: # DATE: DESCRIPTION:
1 05-06-2025 REVISED PER C.O.B. COMMENTS

THIRD ADDITION TO LINKS AT IRELAND GROVE ROAD SUBDIVISION

BLOOMINGTON, ILLINOIS

Date: 5-23-23
Design/Drawn: DJM
Reviewed: PEB
Field Book No.: 3371-58
Project No.: 0230401.00

SHEET TITLE: **FINAL PLAT**

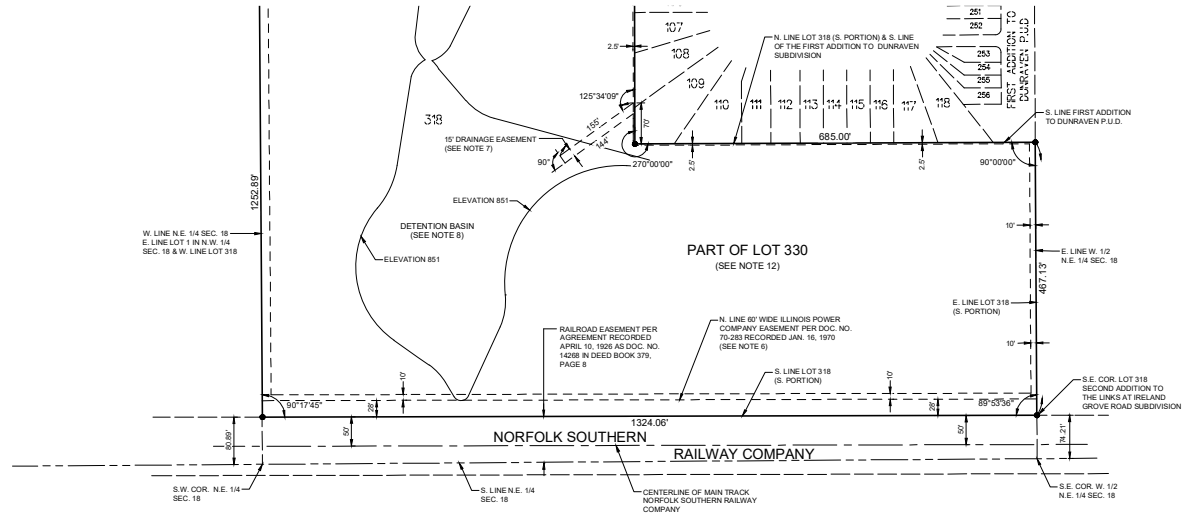
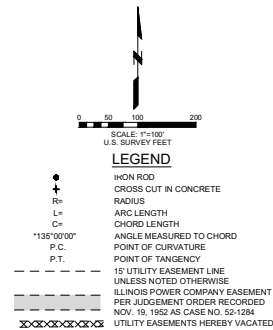
SHEET NUMBER:

1 of 2

File No.: 24-7495-3

THIRD ADDITION TO THE LINKS AT IRELAND GROVE ROAD SUBDIVISION

PART OF THE NW 1/4 & NE 1/4 OF SECTION 18, TOWNSHIP 23 NORTH, RANGE 3 EAST OF THE 3RD PRINCIPAL MERIDIAN
CITY OF BLOOMINGTON, McLEAN COUNTY, ILLINOIS



CITY ENGINEER'S CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF McLEAN) SS

I, _____, City Engineer for the City of Bloomington, hereby certify that the land improvements described in the annexed plat and the plans and specifications therefor meet the minimum requirements for said City of Bloomington outlined in Chapter 24 of the Bloomington City code.

Dated at Bloomington, Illinois, this _____ day of _____, 2025.

City Engineer
Bloomington, Illinois

CITY CLERK'S CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF McLEAN) SS

I, _____, City Clerk of the City of Bloomington, Illinois, do hereby certify that the foregoing is a true and complete copy of an original "Third Addition to the Links at Ireland Grove Road Subdivision", presented, passed and approved at a regular meeting of said City Council, held on the _____ day of _____, 2025, by an affirmative vote of the majority of all members of said council, the vote having been taken by yeas and nays and entered on the record of the proceedings of said council.

Witness my hand and seal of said city of Bloomington, this _____ day of _____, 2025.

City Clerk

OWNER/DEVELOPER:

Green Fairways Development, LLC
1709 Tullamore Ave., Suite B
Bloomington, IL 61704

ATTORNEY:

Elizabeth Megill
115 W. Jefferson St. Suite 400
Bloomington, IL 61701
(309) 828-5281



Farnsworth
GROUP

2709 McGRAW DRIVE
BLOOMINGTON, ILLINOIS 61704
(309) 663-8435 / info@f-w.com

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

DATE: DESCRIPTION:
1 05-06-2025 REVISED PER C.O.B. COMMENTS

THIRD ADDITION TO LINKS
AT IRELAND GROVE ROAD
SUBDIVISION

BLOOMINGTON, ILLINOIS

Date: 5-23-23

Design/Drawn: DJM

Reviewed: PEB

Field Book No.: 3371-58

Project No.: 0230401.00

PLAT 1114

FINAL PLAT

SHEET NUMBER

2
of 2

File No.: 24-7495-3

N.W. 1/4 & N.E. 1/4 SEC. 18 T.23N. R.3E. 3P.M.

State of Illinois)
)ss.
County of McLean)

Now come(s) GREEN FAIRWAYS DEVELOPMENT, LLC, hereinafter referred to as “Petitioner(s)”, respectfully representing and requesting as follows:

- WHEREFORE, your Petitioner(s) respectfully pray(s) that said Final Plat for the subdivision of said property to be known and described as THIRD ADDITION TO THE LINKS AT IRELAND GROVE ROAD SUBDIVISION, submitted herewith, be approved with the exemptions and/or variations as requested herein.

By:

409

EXHIBIT A

LEGAL DESCRIPTION

THIRD ADDITION TO THE LINKS AT IRELAND GROVE ROAD SUBDIVISION

LOTS 318, 319, 320, 321 AND 322 IN THE SECOND ADDITION TO THE LINKS AT IRELAND GROVE ROAD SUBDIVISION ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 13, 2009 AS DOCUMENT NO. 2009-34823 AND LOT 312 IN THE FIRST ADDITION TO THE LINKS AT IRELAND GROVE ROAD SUBDIVISION ACCORDING TO THE PLAT THEREOF RECORDED JANUARY 26, 2006 AS DOCUMENT NO. 2006-2199 IN THE CITY OF BLOOMINGTON, MCLEAN COUNTY, ILLINOIS

SAID PROPERTY CONTAINS 57.873 ACRES, MORE OR LESS

PART OF PIN(S): 22-18-203-006
 22-18-203-010
 22-18-203-011
 22-18-203-012
 22-18-203-013
 22-18-203-014

COUNTY CLERK'S CERTIFICATE

State of Illinois)
)ss.
County of McLean)

I, Kathy Michael, County Clerk of McLean County, State of Illinois, do hereby certify that on the 20th day of May 2025, there were no delinquent general or special assessments unpaid, special assessments or delinquent special assessments unpaid against the tracts of land legally described on Exhibit "A" attached hereto and made a part hereof.

Kathy Michael
County Clerk, McLean County, Illinois

EXHIBIT A

LEGAL DESCRIPTION

THIRD ADDITION TO THE LINKS AT IRELAND GROVE ROAD SUBDIVISION

LOTS 318, 319, 320, 321 AND 322 IN THE SECOND ADDITION TO THE LINKS AT IRELAND GROVE ROAD SUBDIVISION ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 13, 2009 AS DOCUMENT NO. 2009-34823 AND LOT 312 IN THE FIRST ADDITION TO THE LINKS AT IRELAND GROVE ROAD SUBDIVISION ACCORDING TO THE PLAT THEREOF RECORDED JANUARY 26, 2006 AS DOCUMENT NO. 2006-2199 IN THE CITY OF BLOOMINGTON, MCLEAN COUNTY, ILLINOIS

SAID PROPERTY CONTAINS 57.873 ACRES, MORE OR LESS

PART OF PIN(S): 22-18-203-006
 22-18-203-010
 22-18-203-011
 22-18-203-012
 22-18-203-013
 22-18-203-014

OWNER'S CERTIFICATE

State of Illinois)
)ss.
County of McLean)

KNOW ALL MEN BY THESE PRESENTS, That the undersigned, GREEN FAIRWAYS DEVELOPMENT, LLC, AN ILLINOIS LIMITED LIABILITY COMPANY, hereby certify that we/I are the owner/s of the premises embodied in the attached Plat of THIRD ADDITION TO THE LINKS AT IRELAND GROVE ROAD SUBDIVISION ("Plat") in the City of Bloomington, McLean County, Illinois, and that we have caused said Plat to be made and that it is a true and correct plat of "THIRD ADDITION TO THE LINKS AT IRELAND GROVE ROAD SUBDIVISION" ("Subdivision") in the City of Bloomington, McLean County, Illinois as laid off in lots and streets by BRENT BAZAN, Registered Illinois Land Surveyor Number 3715.

We, the undersigned, hereby dedicate and set apart to the City of Bloomington for general utility purposes, and further dedicated the public use areas as shown on said Plat, where dedication is required or indicated on said Plat.

SCHOOL DISTRICT STATEMENT

Pursuant to 765 ILCS 205/1 the undersigned states that to the best of their knowledge, the property herein described in the Surveyor's Certificate, which will be known as THIRD ADDITION TO THE LINKS AT IRELAND GROVE ROAD SUBDIVISION, is located within the boundaries of COMMUNITY UNIT SCHOOL DISTRICT #5, in McLean County, Illinois.

COVENANTS AND RESTRICTIONS

It is here provided that all conveyances of property hereinafter made in the Subdivision by the present of future owners of any of the lands described in the Surveyor's Certificate of the Subdivision shall, by adopting the above description of said land as platted, be taken and understood as if incorporating in all such conveyances without repeating the same, the following restrictions, as applicable. Notwithstanding the foregoing, all property owners must recognize that the following restrictions are in addition to all applicable laws and ordinances which affect the subject real estate, including the ordinances of the City of Bloomington, and all property owners are required to comply with such laws and ordinances, which may impose more restrictive requirements than provided herein.

AREA OF APPLICATION

The covenants below, in their entirety, shall apply to all lots as shown on the Plat of the Subdivision.

COVENANTS

1. Payment Due Prior to Construction. Lots 327 and 330, as presented in the attached Plat, shall remain Unbuildable until such time that all Tap-On Fees and performance

guarantees for public improvements have been provided to the City of Bloomington, as iterated in Tap-On Memo, attached hereto as Exhibit A. For the purposes of these Covenants "Unbuildable" means no permits for the construction of any new building or private infrastructure shall be issued, except those required to protect health and life safety, or to maintain the existing structures on the subject Lots

2. Shared Parking. Lots 328 and 329 are subject to a private shared parking agreement which is attached hereto as Exhibit B, and made a part hereof by reference.
3. Waiver. The failure of any lot owner, the present owner of the Subdivision, or the City of Bloomington to enforce any of the restrictions, conditions, covenants, reservations, liens, or charges to which said property, or any part thereof, is subject, shall in no event be deemed a waiver of the right to do so thereafter or to enforce any other restriction, condition, covenant, reservation, lien or charge.
4. Enforcement. Enforcement shall be by proceeds at law or in equity against any person or persons violating or attempting to violate any covenant, either to restrain violation or to recover damages. Any lot owner or the City of Bloomington shall have the power to seek appropriate remedy for the enforcement of these covenants but shall not be required to do so. The prevailing party in any suit for the enforcement of these covenants shall be entitled to recover their reasonable costs and attorneys' fees.
5. Duration. These covenants are to run with the land and shall be binding upon all parties and all persons claiming title under them for a period of twenty-five (25) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the then lot owners has been recorded agreeing to change said covenants in whole or in part, except as provided for under Section 6 below.
6. Construction. If it shall at any time be held that any of the restrictions, conditions, covenants, reservations, liens, or chargers herein provided, or any part thereof, is invalid or for any reason becomes unenforceable, no other restrictions, conditions, covenants, reservations, liens, or charges, or any part thereof, shall be thereby affected or impaired. In interpreting any provision of these covenants, the uses of singular and pleural of masculine and feminine shall be presumed to include their opposites.
7. Authority to Release or Amend Covenants. The owners of legal sites or lots in the Subdivision shall have the authority at any time to release or amend all or, from time to time, any part of the restrictions, conditions, covenants, reservations, liens, or charges herein set forth application to such area upon affirmative vote of a majority of such lots and upon the recording of such waiver, amendment, or release in the Recorder's Office of McLean County, Illinois, such restrictions, conditions, covenants, reservations, liens or charges shall no longer be required under the provisions herein set forth. Notwithstanding, these covenants shall not be altered, amended or release without the written approval for the City Council of the City of Bloomington.

IN WITNESS WHEREOF, we have hereunto set our hands and affixed our seals this

7th day of May, 2025.

GREEN FAIRWAYS DEVELOPMENT,
LLC, an Illinois limited liability company,

By: Tanner J. Rave
Tanner J. Rave, its Manager

NOTARY CERTIFICATE

State of Illinois)
)ss.
County of McLean)

I, Brenda Anne Duncan a Notary Public in and for the county and State aforesaid, do hereby certify that Tanner J. Rave personally known to be the same person whose name is subscribed to the foregoing owner's statement, by and as Manager on behalf of Green Fairways Development, LLC, appeared before me, this day, in person and acknowledged the execution of this statement as his free and voluntary act, on behalf of Green Fairways Development, LLC.

Given under my hand and notarial seal this 7th day of May, 2025.

Brenda Anne Duncan
Notary Public

My commission expires 11-6-28.



FESS & OBLIGATIONS MEMORANDUM

Date: March 27, 2025
 To: Green Fairways Development
 From: Steven J. Law, P.E. & Alissa Pemberton, Development Services Department
 Re: **Third Addition to the Links at Ireland Grove Road Subdivision**
 Performance Guarantees and Tap-On Fees

The following are the Performance Guarantee and Tap On fees required from the developer of the **Third Addition to the Links at Ireland Grove Road Subdivision**.

A: Tap-On Fees:

The following tap-on fees are due prior to development of lots 327 & 330 and will increase over time until payment occurs. Development of either of the two lots may be pursued independently, by payment of the proportional share of the fees owed. Subdivision development area is 17.676 acres. Sewer fees are reduced by 0.212 acres due to a credit remaining from an overpayment of the First Addition.

		<i>Fund Code</i>	<i>Principal</i>	<i>Interest *</i>	<i>Estimated Total **</i>
1	SE Pump Sta, E Intercept Sewer	51101100-54120	\$2,968.88	\$3,371.92	\$6,340.80
2	Ireland Grove Outfall Sew	51101100-54120	\$3,318.16	\$9,606.07	\$12,924.23
3	White Eagle Outfall Sewer	51101100-54120	\$7,596.84	\$7,813.30	\$15,410.14
4	Tow.-Barn. Bus. Park San.	51101100-54120	\$9,779.84	\$9,530.62	\$19,310.46
5	Fee in lieu of Park Land	24104100-57320			\$36,580.92
	Estimated Total **				\$88,310.24

NOTES

1. SE (Little Kick.) Pump Station & E. Side Interceptor: (Pump Station \$280/acre, Interceptor sewer \$170/acre); Pump Station is off-line, therefore \$170/acre + 6% from 9/1994.
 2. Ireland Grove Outfall Sewer: \$190/acre + 6% from 12/1976
 3. White Eagle Outfall Sewer: \$435/acre + 6% from 8/1996
 4. Towanda-Barnes Business Park Sanitary Sewer: \$560/acre + 6% from 10/1997
 5. Estimate only. This fee shall be calculated, and fair cash value calibrated, based upon the requirements of the City Code at the time development is initiated. Estimate based on: (292 Dwelling Units * 2.26 Average Household Size) * 0.01 acres per person = 6.5992 acres due. Fair cash value at time of provided estimate was determined to be \$5,543.24 (based on 2022 assessed value of \$1,847.75) per acre.
- * Interest calculated based on the lower of 6% simple interest or the CPI calculated on the principal using the BLS inflation calculator at (http://www.bls.gov/data/inflation_calculator.htm)
- ** All interest will be recalculated at the time of payment to provide the final total due for each line item.

B: Performance Guarantee

Shall be calculated based upon the requirements of the City Code at the time development is initiated. Bonds/Guarantees must be in the form(s) and language provided by City Code.

C: Bond for the Improvement of Adjacent Substandard Street

None

DRAINAGE STATEMENT

I, Craig Earl, Registered Professional Engineer, and Green Fairways Development, LLC, being the owner of the premises heretofore platted by Brent A. Bazan, Illinois Professional Land Surveyor No. 3715, to be and become the "Third Addition to the Links at Ireland Grove Road Subdivision" in the City of Bloomington, McLean County, Illinois, do hereby state that to the best of their knowledge and belief, the drainage of surface waters will not be changed by the construction of said Subdivision or any part thereof; or that if such surface waters drainage will be changed, reasonable provision has been made for collection and diversion of such surface waters into public areas or drains which the Subdivider has a right to use and that such waters will be planned for in accordance with generally accepted engineering practices so as to reduce the likelihood of damage to the adjoining property because of the construction of the Subdivision.

I further state that no lots are within the Special Flood Hazard Area, as identified by the Federal Emergency Management Agency.



Craig M. Earl

Registered Professional Engineer No. 054466

OWNER:

BY: *[Signature]*



Green Fairways Development, LLC (Third Addition to the Links at Ireland Grove Road Sub.)

Date Prepared: 5/22/2025

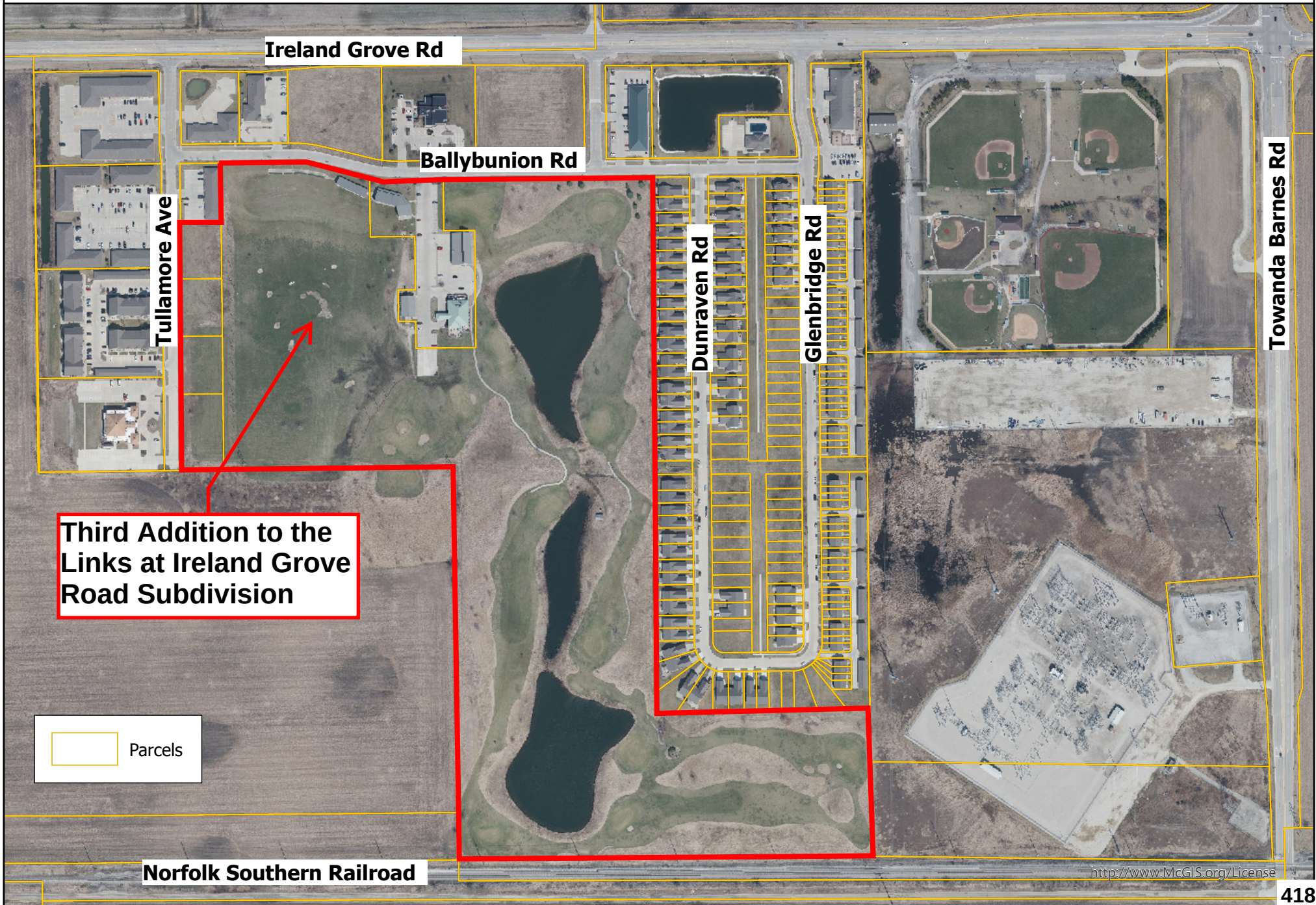
Shown on Final Plat:		Initial
	Easements shown for all public improvements	SJL
	City Engineer's Signature Block	SJL
	Clerk's Signature Block	SJL
	Areas or facilities to be dedicated to the public	SJL
	Railroad Right of Ways	SJL
	Subdivision Boundaries	SJL
	References to nearest street lines, Township, Sections lines, or monuments.	SJL
	Name of Subdivision	SJL
	Legal Description	SJL
	Existing Parcel Id Number (PIN)	SJL
	Surveyor's statement regarding any Special Flood Hazard Areas.	SJL
	Total Acreage	SJL
	Street Names	SJL
	Proposed Lot numbers (consecutively numbered)	SJL
The following shall be provided:		
	School District Certificate	SJL
	County Clerk's Certificate	SJL
	Owner's Certificate	SJL
	Drainage Statement	SJL
	Owner's Petition	SJL
	Ordinance	SJL
	Utility Company Signoffs	N/A
	Digital PDF Submittal provided to Public Works	SJL
	Digital CAD format submittal provided to Public Works	Not yet
The following requirements shall be met:		
	Final plat retains the design characteristics of a valid Preliminary Plan that has not expired	SJL
	Retains the design characteristics of approved public improvement engineering plans and specifications.	In progress - ok
	Final Plat is signed by IL licensed surveyor	SJL
	Plans for all public improvements approved by Public Works	In progress - ok

Third Addition to the Links at Ireland Grove Road Subdivision



0 500 1,000
Feet

Date: 5/20/2025





REGULAR AGENDA ITEM NO. 7.A.

FOR COUNCIL: May 27, 2025

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and Action on a Resolution Adopting the MMH Scan™ Analysis + Definition of Barriers to Missing Middle Housing, and the Findings and Recommendations of Such, as Presented by Opticos Design, Inc., as requested by the Development Services Department.

RECOMMENDED MOTION: The proposed Resolution be approved.

STRATEGIC PLAN LINK:

Goal 1. Financially Sound City Providing Quality Basic Services
Goal 4. Strong Neighborhoods

STRATEGIC PLAN SIGNIFICANCE:

Objective 1d. City services delivered in the most cost-effective, efficient manner
Objective 4c. Preservation of property/home valuations
Objective 4d. Improved neighborhood infrastructure

BACKGROUND: On July 22, 2024, City Council passed Resolution No. 2024-040, which included direction to: evaluate the Zoning Code to ensure it addresses current and future housing needs, showcase development opportunities and offer flexible compliance pathways [for housing development], [adds] more housing units back onto the market, [provides] potential incentives and support for property owners to rehabilitate and develop neighborhoods, and [evaluates] other responses for housing development.

Following that direction, City Staff contracted with Opticos Design, Inc., whose founder inspired a new movement for housing choice in 2010 when he introduced the concept of the “missing middle housing” (MMH) in America. As a community that developed significantly between 1840 and 1940, Bloomington is already familiar and proud of our MMH stock. However, between Code changes, financial structures, and infrastructure challenges, since the 1960s it has been difficult (if not near impossible) to develop these neighborhoods and structures that lend themselves to connected communities and attainable housing.

Opticos finished a multi-month effort to review the opportunities and barriers to MMH in the City of Bloomington in March and has submitted the final draft of the resulting report. This effort included staff interviews, Code and plan review, stakeholder meetings, and property data review, resulting in a report that presents findings and recommendations about how to break down barriers to housing choice in low-rise residential neighborhoods and move forward on some of the essential strategies to spur reinvestment and housing production. Today they will present an overview of the findings and recommendations of their final report. Staff respectfully requests that Council formally accept and adopt it. If adopted, we will return with recommendations on how to move forward based on council input.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: No notice was required for this item. Two different groups of stakeholders were invited to participate in the process of developing the MMH Scan.

FINANCIAL IMPACT: Increasing the supply of walkable urban living choices will likely attract families and professional who already work in Bloomington to live here as well, increasing local sales tax and spurring additional community investment. Allowing small-lot and attached housing types that can be structured to allow owner occupancy may increase property values and associated taxes by taking advantage of existing urban density allowances. Increased "by right" permission for house-scale MMH may increase the efficiency of permitting and review, reducing the staff time required to develop a wider variety of housing choices.

Respectfully submitted for consideration.

Prepared by: Alissa Pemberton, City Planner

ATTACHMENTS:

[DSD 2B Resolution](#)

[DSD 2C Resolution - Exhibit A](#)

RESOLUTION NO. 2025 - ____

A RESOLUTION ADOPTING THE MMH SCAN™ ANALYSIS + DEFINITION OF BARRIERS TO MISSING MIDDLE HOUSING, AND THE FINDINGS AND RECOMMENDATIONS OF SUCH, AS PRESENTED BY OPTICOS DESIGN, INC.

WHEREAS, on July 22, 2024, City Council (“COUNCIL”) of the City of Bloomington (“CITY”), McLean County, Illinois, passed Resolution No. 2024-040, including direction to evaluate the Zoning Code to ensure it addresses current and future housing needs; and

WHEREAS, the CITY contracted with Opticos Design, Inc. (“OPTICOS”), a nationally renowned firm of urban designers, architects, and strategists that introduced the concept of Missing Middle Housing (“MMH”), to conduct an investigation into how the CITY can support and incentivize the creation of walkable communities that support social, mental, and physical health while improving resiliency and promoting equity; and

WHEREAS, OPTICOS reviewed and considered the CITY 2015-2035 Comprehensive Plan, CITY Zoning Code, American Community Survey (“ACS”) 5-year Estimates, Regional Housing Market Analysis for Bloomington-Normal, existing CITY property data, and national research and trends; and

WHEREAS, OPTICOS conducted multiple interviews with CITY staff, and two stakeholder feedback sessions on the barriers and opportunities for MMH in the CITY; and

WHEREAS, OPTICOS has prepared and provided a final draft of a *MMH Scan™ Analysis + Definition of Barriers to Missing Middle Housing*, dated March 2025, and attached as Exhibit A (“MMH SCAN”); and

WHEREAS, the COUNCIL received the final draft of the MMH SCAN, including a presentation by OPTICOS with opportunities for questions and discussion, on May 27, 2025; and

WHEREAS, the COUNCIL has the power to adopt this Resolution, and to accept and adopt the MMH SCAN.

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 COUNCIL accepts and adopts the findings and recommendations of the MMH SCAN, dated March 2025, as prepared by Opticos Design, Inc.

SECTION 3. The COUNCIL hereby directs staff to evaluate and propose changes to relevant sections of the CITY Code, existing policies and procedures, other adopted plans, and incentive opportunities to pursue implementation of the recommendations of the MMH SCAN.

SECTION 4. The COUNCIL hereby directs staff to pursue planning for the development or redevelopment/enhancement of the Existing and Potential Walkable Centers identified as

Missing Middle Ready Areas, as defined in Chapter 3 of the MMH SCAN.

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

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

PASSED this 27th day of May 2025.

APPROVED this ____ day of May 2025.

CITY OF BLOOMINGTON

ATTEST

Dan Brady, Mayor

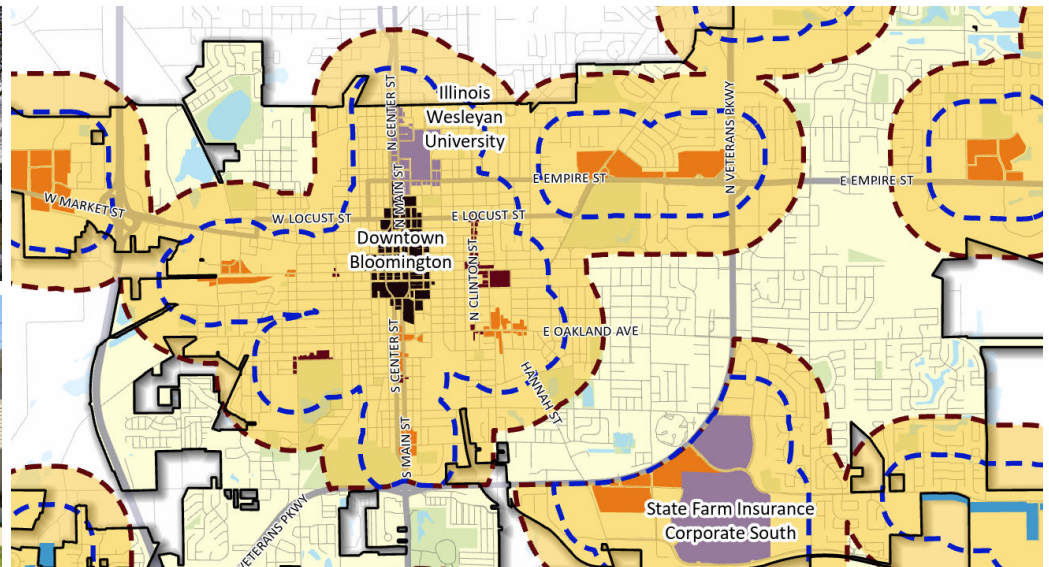
Leslie Smith-Yocum, City Clerk

EXHIBIT A

MMH Scan™

Prepared for:
City of Bloomington, IL
March 2025

Analysis + Definition of Barriers to Missing Middle Housing



Prepared For:

City of Bloomington

Development Services
115 E Washington Street
Bloomington, IL 61701

www.BloomingtonIL.gov

Prepared By:

Opticos Design, Inc.

2100 Milvia Street; Suite 125
Berkeley, California 94704

215 N Damen Avenue
Chicago, Illinois 60612
510.558.6957

Missing Middle Housing term created by Daniel
Parolek/Image © Opticos Design, Inc./For more info
visit www.missingmiddlehousing.com

What's Inside?

MMH Scan™ Analysis + Definition of Barriers to Missing Middle Housing

Chapter 1	Purpose + Objectives	5
	What This Study Is About	6
	Overview of Bloomington's Population + Housing	8
	Why Missing Middle Housing (MMH) Is Important in The Future of Communities	10
	What We've Heard	12
Chapter 2	About Missing Middle Housing	15
	Missing Middle Housing Overview	16
	Important Attributes of Missing Middle Housing	20
	Palette of Missing Middle Housing Types	30
	Upper Missing Middle Housing Types	44
	"Almost" Missing Middle Housing	46
	Local Missing Middle Housing Examples	48
Chapter 3	Missing Middle Ready Areas	51
	Missing Middle Housing-Ready Neighborhoods	52
	Transforming Auto-Dependent Locations for MMH Applications	58

Chapter 4	Analysis of Barriers	63
Overview of Barriers Assessment		64
Policy Analysis: Comprehensive Plan		65
Zoning Barriers		69
Barriers Specific to Allowed Density		80
Barriers Specific to Minimum Lot Area/Width		82
Next Steps Towards Implementation		84

Purpose + Objectives

CHAPTER

1

In this chapter

1.1 What This Study is About	6
1.2 Overview of Bloomington's Population + Housing	8
1.3 Why Missing Middle Housing (MMH) Is Important in The Future of Communities	10
1.4 What We've Heard	12

1.1

What This Study Is About

The City of Bloomington is working to ensure that growth and reinvestment result in the variety of housing choice and affordability that are key for its future needs.

Sources:

¹ Emily Badger and Quoc Trung Bui, "Cities Start to Question an American Ideal: A House With a Yard on Every Lot", *The New York Times*, 2019

² *Make it count: Measuring our housing supply shortage*. Elena Patel, Aastha Rajan, and Natalie Tomeh, 2024

³ ACS 5-Year Estimates, 2010 and 2023



Source: Google Maps

Figure 1.1 An example of a duplex MMH type with separate entries in Bloomington.

The Need for More Housing Choice

In the United States, 75 percent of residential land only allows a detached single-family home.¹ The vast majority of these homes are located in conventional neighborhoods. This land use pattern, among other factors, has contributed to a housing shortage of approximately 4.9 million housing units in 2023, according to the Brookings Institute.² At the same time, real estate trends indicate increasing demand nationwide for greater housing choices in walkable environments, with convenient access to amenities and services, and reduced dependence on driving for daily needs. However, choices offered by most housing markets continue to be either single-unit houses or large apartment projects.

The City of Bloomington, from 2010-2023, gained 3,409 units. The largest increase has been in single-unit detached (+1,748 units) and large apartments, over 20 units (+787 units). The amount of small multi-unit buildings (two to four units) has decreased during this time.³

At the same time, demand for housing options in Bloomington has risen, with certain demographics, such as seniors and emerging students looking for housing types beyond large single-family homes, such as aging baby boomers and emerging professionals looking for smaller places to live closer to amenities but the available choices primarily continue to be single-family houses and large apartment projects.

Breakdown of Report Contents

This report provides a holistic overview of MMH including a look at the current housing stock, an in-depth analysis of current zoning barriers, and important criteria for future MMH development.

Chapter 1:

Purpose + Objectives

Introduces the study and the need for MMH within Bloomington

Chapter 2:

About MMH

Provides an overview of key characteristics and attributes of MMH

Chapter 3:

Missing Middle Ready Areas

Defines "walkable centers" and how MMH fits within them

Chapter 4:

Analysis of Barriers

Identifies existing barriers that prevent MMH development

The Need for Regulatory Change

Too often, the types and sizes of new dwellings that the market wants are not allowed by local policy or zoning regulations. This means that innovative developments need to go through complex and uncertain review processes when trying to respond to the shifting market. Regulatory change is needed to make new investments predictable and simple.

Missing Middle Housing (MMH) is intended to be part of low-rise residential neighborhoods, which are typically zoned as “single-family residential” in conventional zoning. In this analysis, “single-family” is also referred to as “single-unit.” However, because MMH contains multiple units, it is, by definition, not allowed in single-unit zoning districts.

On the other hand, most multi-family zoning districts in conventional codes allow much bigger buildings (both taller and wider) and also typically encourage lot aggregation and large suburban “garden apartment” buildings. The environments

created by these zoning districts are not what is intended by Missing Middle Housing.

Focus of the Study

This study analyzed existing and potential walkable centers within the City with an objective to identify areas suitable for MMH. This was followed by the regulatory analysis of six zoning districts, selected by the City of Bloomington staff, to study how these zones could contribute to generating MMH.

The zoning districts selected were R-1C, R-2, R-3A, R-D, D-2, and B-1. The zones were selected for two reasons including, the extent to which they occur near downtown, existing centers of activity, or institutions, and because the allowed size and scale of buildings in these zones align with the house-scale nature of typical MMH types. The B-1 zone was additionally included to explore how a commercial district could incrementally allow more residential uses.

Q CLOSER LOOK

Selected zoning districts include:

- **R-1C:** Single-Family Residence District
- **R-2:** Mixed Residence District
- **R-3A:** Multiple-Family Residence District
- **R-D:** Downtown Neighborhood Residence District
- **D-2:** Downtown Transitional District
- **B-1:** General Commercial District

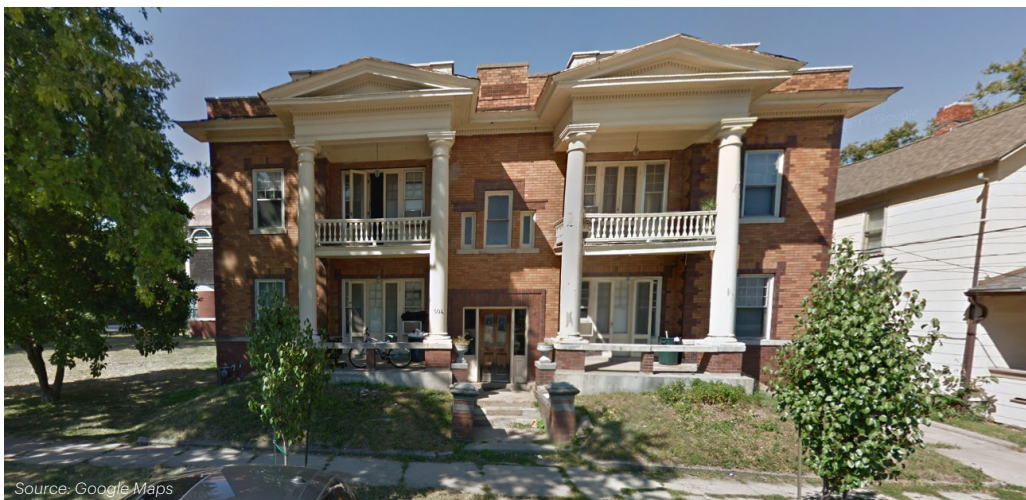


Figure 1.2 An example of a fourplex MMH type in Bloomington.

1.2 Overview of Bloomington's Population + Housing

A starting point to understanding Bloomington's housing needs is to review how its population is projected to change over the coming decades.

Population Projections

Sources:

¹ City of Bloomington
Comprehensive Plan 2035, 2015

² Regional Housing Market
Analysis, Bloomington-Normal,
Illinois, 2022

³ ACS 5-Year Estimates, 2023

⁴ City of Bloomington GIS
Database

According to the Bring it, Bloomington! Comprehensive Plan, Bloomington is projected to reach approximately 97,000 by 2035, nearly a 27% increase over 2010. To match this population increase, Bloomington would require 13,000 new housing units by 2035.¹

The existing housing stock is primarily single-family, with some existing MMH-type housing options within the most historic areas of the City. The majority of new housing permits issued are either for detached single-family homes or large multi-family apartments, with few housing choices in between.

The Bloomington-Normal region has seen strong job growth and is an attractive market for future housing development. Despite maintaining a relatively attainable housing market, when compared to median incomes in this area, Bloomington is at risk of dramatically rising home prices due to the lack of supply and limited amount of housing units produced in the past decade.²

Solutions to this housing and affordability gap will need to explore new types of housing that offer a broader range of price points and unit sizes.

Household Characteristics³

Total Population	78,703
Average Household Size	2.24
Single-Person Households	37%
Householders aged 65+	21%
Homeowners	61.6%
Renters	38.4%
Vacant Housing Units	7.5%

Zoning Characteristics⁴

Total Amount of Land	17,797 acres
Percentage of Land Zoned with Selected Zoning Districts ⁵	52.8%
Percentage of Land Zoned for Single-Family Housing ⁶	27.9%
Percentage of Land Zoned for Multi-Family Housing ⁷	14.7%

⁵Includes R-1C, R-2, R-3A, R-D, D-2, and B-1 zoning districts.

⁶Includes R-1A, R-1B, R-1C, and R-1H zoning districts.

⁷Includes R-2, R-3A, R-3B, R-4 and R-D zoning districts.

Housing and Income Snapshot

City of Bloomington

\$75,449
median household income¹

\$224,583
median sale price²

\$1,299
average monthly rent
(any bedroom type)³

A median income household in Bloomington can afford the following without being considered "cost-burdened"...

\$236,760
home price attainable to a median income homeowner⁴

\$1,618
monthly rent attainable to a median income renter

Note: Data provided throughout the report is reflective of current conditions at the time of the release of this report in February 2025. Housing costs are rapidly increasing in Bloomington, therefore, while the analysis remains the same, the data is subject to change in the future.

Sources:

¹ ACS 5-Year Estimates, 2023

² Zillow, Housing Market Overview, Dec. 2024

³ Zillow, Rental market summary, Feb. 2025

⁴ Utilized Mortgage Calculator from NerdWallet.com. Assumes a 30 year mortgage, 10% down payment, good credit score, and 6% interest

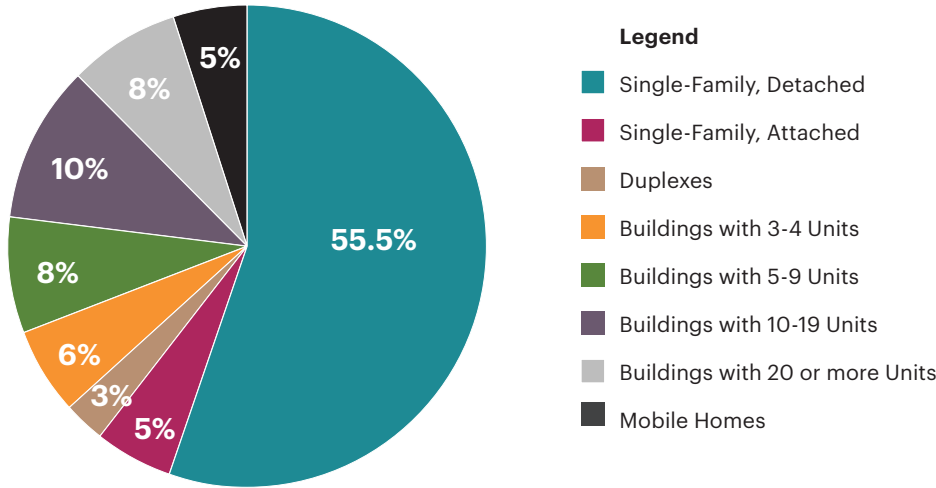
⁵ Regional Housing Market Analysis, Bloomington-Normal, Illinois, 2022

19% of homeowner households in Bloomington are cost-burdened.¹

38% of renter households in Bloomington are cost-burdened.¹

26% expected increase in residents aged 65 or older through 2026 in the region.⁵

Existing Housing Stock by Housing Type¹



1.3

Why Missing Middle Housing (MMH) Is Important in the Future of Communities

Key national trends point to Missing Middle Housing as an essential strategy for communities to spur reinvestment and housing production.

Sources:

¹National Association of Realtors

²American Planning Association

Cities are Prioritizing Walkability for the Triple-bottom-line Benefit

- The improved physical and mental health of residents
- Environmental stewardship
- Economic benefits

Walkable Living in Demand

- There is a 20-35 percent gap between the demand and supply of walkable urban living choices, created by the fact that on the supply side, essentially two housing products are being provided: single-unit houses and mid/high-rise apartments.
- 60 percent of people favor neighborhoods with a walkable environment, and a mix of houses and stores rather than neighborhoods that require more driving between home, work, and play.¹

Housing Choices Have Been at Extreme Ends of the Spectrum

For the past 75 years, we have primarily been building detached single-unit houses and mid-rise/high-rise apartments, without addressing the market needs between these two ends.

Millennials and Baby Boomers²

- 56 percent of millennials and 46 percent of baby boomers want to live in more walkable neighborhoods.
- 59 percent of millennials and 27 percent of baby boomers are looking for MMH.
- Emerging students and young professionals are often not able to buy a single-family home yet, or would prefer other housing choices, along with access to amenities, restaurants, and public transit.

Office Tenants¹

Office tenants prefer locations in walkable environments over typical suburban office parks by a ratio of 4 to 1.

Changing Demographics²

In 2021, 70 percent of households did not have children, but we are building as if they do. Further, nearly 30 percent of households today are single-person households, and this trend is anticipated to continue. Millennials, baby boomers, and single-person households do not need or want a large yard or house to maintain.

10,000 Baby Boomers Retire Every Day³

Half of them retirees have no retirement savings and depend on their social security payments averaging \$1,341 per month. These retirees require smaller and more affordable housing choices.

Sources

- ¹NAIOP Commercial Real Estate Development Association
- ²U.S. Census Bureau
- ³"Baby Boomers Retire", Pewresearch.org, 2010

Shortage of 3 Million Units

Across the U.S., we are 3 million units short of the demand for small-lot and attached housing units.

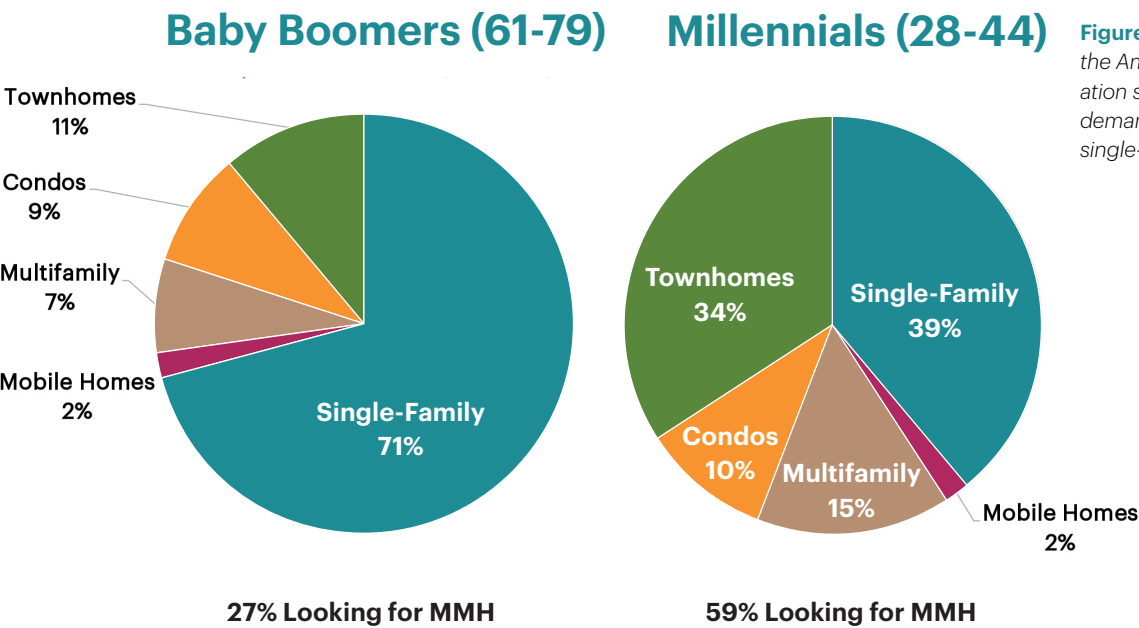


Figure 1.3 This graphic from the American Planning Association shows a growing national demand for walkability and non-single-unit housing choices.

1.4

What We've Heard

Conversations with various stakeholder groups give insights into the barriers and opportunities related to housing and development.

“Smaller and better is hopefully on the horizon. We just need to get the zoning to make it work.”

Architects of small-scale and large-scale developments within the region.

“It's really hard to maintain this diverse workforce because we don't have a diverse housing stock.”

Non-profit Investors interested in increasing housing diversity to the Bloomington market.

The following summarizes what was heard in stakeholder interviews with various interest groups involved with housing development and/or community members with a vested interest in creating an inclusive, livable Bloomington. This section provides insight into "on-the-ground" experience and perception of barriers to diversifying housing. To note, as in all public processes, this is a snapshot in time and may not reflect the opinions of all stakeholders.

Developers & Designers

The first stakeholder group consisted of a mix of 15 local investors, developers, architects, and engineers.

■ **Housing Demand.** There is a growing housing demand for senior residents and entry-level professionals/emerging students. These demographics are not looking to buy a large single-family home, however current housing stock offers them few options. Beyond a single-family home, developers are often limited to a townhouse or a large apartment product due to a combination of zoning restrictions, building code complexities, and financing tools.

■ **Zoning.** Current standards incentivize developers to "fit" as much building footprint on a lot as possible regardless of current interest to build smaller.

■ **Infill Lots.** There is interest from developers to build MMH type housing on infill lots. While the City is open to these housing options, there is a barrier due to the community's fear of increased traffic, noise, etc.

■ **Parking.** Current parking standards are high and add cost which disincentivizes developers from building these additional units. Current standards do not allow flexibility in what is counted towards the total number of parking. Occasionally, it is community members that live in the neighborhood who demand more parking be provided above what the code may require, especially for multiple units.

■ **Landscaping.** Current requirements for landscape screening and detention ponds are restrictive to development and often require the purchase of larger lots to meet these standards.

■ **Liability.** There are often problems with the insurance and financing required for condos, so it is often avoided even if the community desires more home ownership options for multi-unit buildings.

■ **Subdivisions.** Subdivision standards that support small lot and "fee-simple" housing options are highly desirable by both developers and community members.

Community and Housing Advocates

The second stakeholder group consisted of a mix of 14 local neighborhood activists, regional planners, realtors, affordable housing providers, and neighborhood association members.

■ **Housing Demand.** Most new development is in the form of large single-family houses with little development for smaller products that fit diverse community needs. This contrasts Bloomington's rich history of MMH which included an abundance of duplexes that the community desired.

■ **Zoning.** The current code provides too many low-intensity residential zones and not enough medium or high-intensity residential zones. The City has been open to new housing and has remained steadfast in pushing for infill. They need to continue that effort.

■ **Access to Transit.** New development needs to ensure connectivity to public transit. Often, housing that is currently attainable is located in areas that are not accessible to local transit.

■ **Preservation.** There are many existing properties in Bloomington that currently are not able to keep up with maintenance or rehabilitation. Strategies to support quality repair of these homes or incentivize local developers to invest in these properties are needed. Additionally, city ownership of these and other key parcels could help prevent further neglect of these properties and potentially be used to attract developers.

■ **Neighborhoods.** There is a need to incentivize owner-occupancy within the "central city neighborhoods" of Bloomington that may already have existing MMH types. Additionally, there are many areas of Bloomington that are suitable for MMH with opportunities for infill, such as the following:

- Areas between Downtown and Clinton Street
- Along Veterans Parkway
- North of Oakland Street towards Downtown
- Areas surrounding Miller Park

■ **Assessments.** Often multi-unit properties are assessed lower than single-unit buildings in the same neighborhood. This discrepancy needs further study.

“How do we fit something smaller that can meet all the community needs?”

Neighborhood Association members



“Low residential zoning standards need to be changed into medium or high densities.”

Affordable Housing Providers



“There are a lot of properties around the central city that are not getting attention.”

Realtor looking for renters and owners for existing properties across Bloomington.



Source: Google Maps



Source: Google Maps



About Missing Middle Housing

CHAPTER

2

In this chapter

2.1 Missing Middle Housing Overview	16
2.2 Important Attributes of Missing Middle Housing	20
2.3 Palette of Missing Middle Housing Types	30
2.4 Upper Missing Middle Housing Types	44
2.5 "Almost" Missing Middle Housing	46
2.6 Local Missing Middle Housing Examples	48

2.1 Missing Middle Housing Overview

Missing Middle Housing (MMH) can be defined as house-scale buildings with multiple units in walkable neighborhoods. They are compatible in form and scale with typical single-family homes and are an effective strategy for "gentle infill" within existing residential neighborhoods.

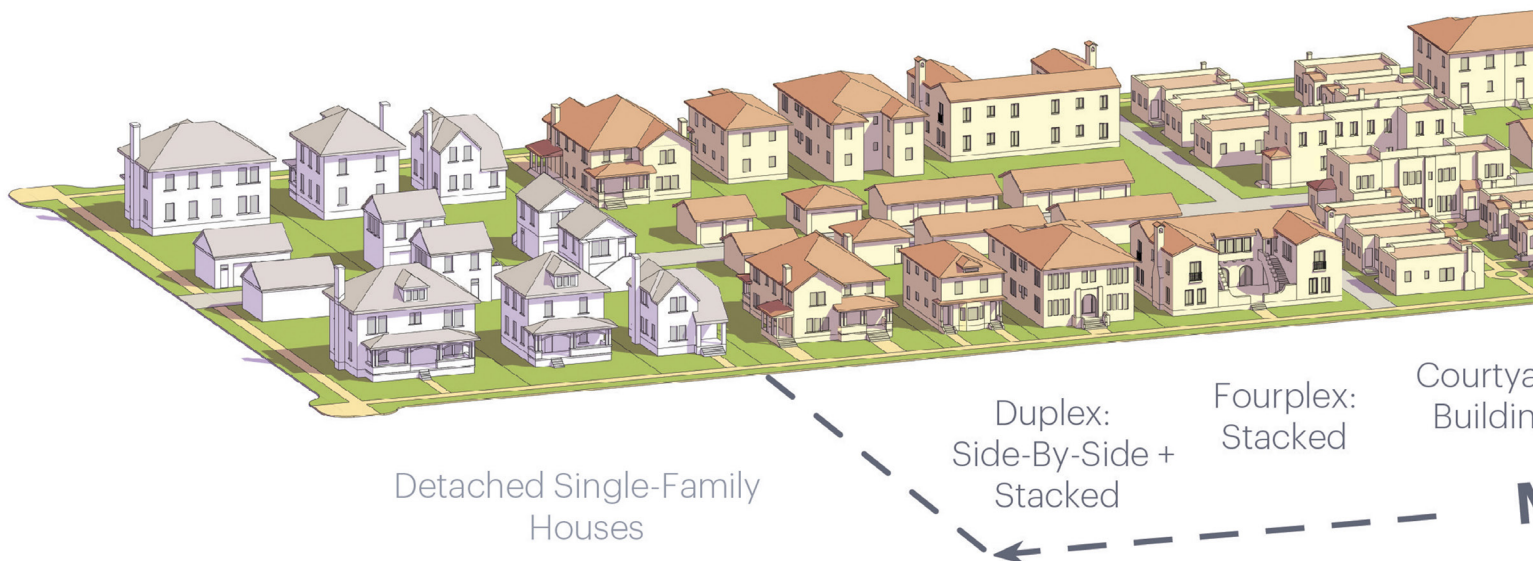
Missing Middle Housing (MMH) includes a range of house-scale buildings that contain more than one housing unit, such as duplexes, triplexes, fourplexes, and cottage courts, built to the same scale as a single-unit house. Missing Middle Housing responds to the shifting household demographics nationwide and can meet the need for more housing choices at different price points, including both rental and homeownership opportunities. Simple and well-designed Middle Housing types achieve medium density and provide high-quality, marketable options between the scale of single-unit houses and mid-rise apartments.

They are called "missing" because very few of these housing types have been built since the early 1940s due to regulatory constraints, the shift to

auto-dependent patterns of development, and the incentivization of single-unit homeownership by the federal government. Before the 1940s, they were a natural part of the housing mix, helping to provide housing choices to people at a variety of stages in their lives and income levels. Communities and organizations, including AARP, are realizing that Missing Middle Housing is important in helping neighborhoods thrive while providing housing choices as people age and desire to stay in their neighborhoods.

When implemented thoughtfully, MMH can provide pathways to ownership through smaller starter homes, increase rental options in small-scale multi-family housing, and build generational wealth with opportunities for passive income.

Figure 2.1 The palette of Missing Middle Housing types provide a range of "middle" building types between the scale of a typical detached single-unit house and that of larger residential buildings.



Benefits of Missing Middle Housing

When implemented correctly, MMH can be an important place-making tool with many community benefits, including:

■ Provides housing options

MMH provides a middle-scale housing option with smaller-sized units that help keep development costs down. This attracts a different market of buyers and renters whose needs are currently not being met.

■ Promotes access to transit

MMH supports transit as a primary way to commute by adding housing units in transit-focused environments where driving can be a choice but not a necessity. Housing near amenities and transit is a key component of fostering active lifestyles within pedestrian-safe neighborhoods.

■ Fosters sense of community

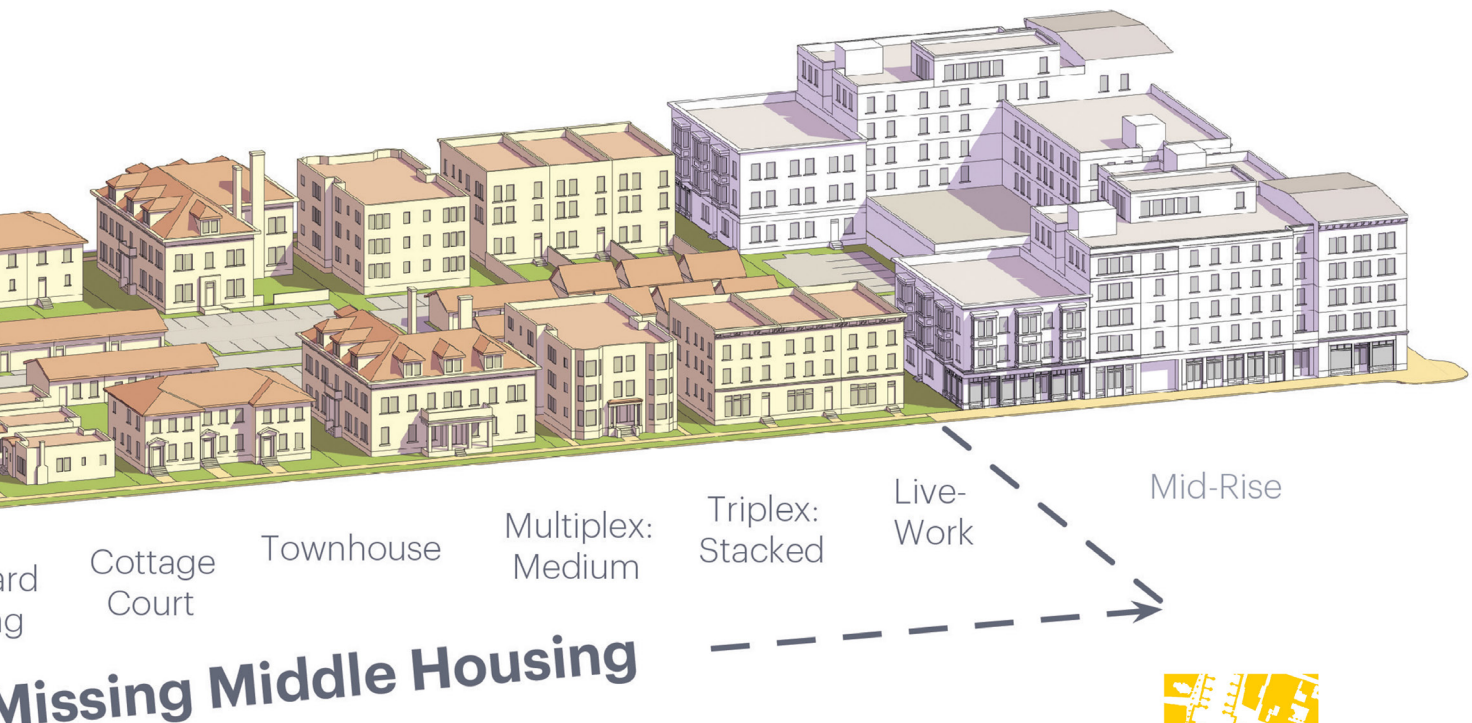
MMH integrates private and shared open spaces, promoting interaction between tenants and a sense of community that is important, especially considering the rise of single-person and older households. These types also encourage co-living, multi-generational living, etc.

■ Promotes sustainability

MMH uses land more efficiently by increasing the number of units per parcel, and consumes less energy than a single-unit house through shared walls and ceilings. These types also use fewer building materials to house more people.

■ Provide local equity-building opportunities

MMH can build local equity in the housing market. By allowing a wider range of housing types, MMH can increase attainable rental options, provide a pathway to homeownership for first-time homeowners, generate a passive income that can lower housing costs for existing homeowners, and provide a low-cost entry option for local builders. Because of their simple forms, smaller size, and Type V construction, MMH can be built incrementally over time with help from local developers and housing providers.



Copyright ©2025
Opticos Design, Inc.





Figure 2.2 49 units, 30 du/ acre
Building 175' x 165', 3 Stories.

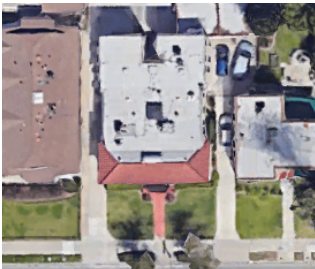
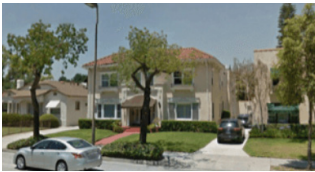


Figure 2.3 5 units, 29 du/ acre
Building 40' x 65', 2 Stories.



Figure 2.4 Shared open spaces can foster a sense of community and interaction between neighbors.

RiverHouse, Healdsburg, CA
Photo credit: Kim Carroll, Carroll Creative 2022

"Middle" in Two Ways

Importantly, Missing Middle Housing is "middle" in two ways. First and foremost, the term "middle" refers to the house-scale form and size that is compatible in width, depth, and height to a typical detached house. Second, "middle" refers to housing that is more attainable and able to deliver housing for middle-income families. Middle housing is designed to work on typical infill lots and use smaller units in buildings that can lower the land cost and be built incrementally over time. While MMH is not a guarantee of affordability, it is often called "affordable by design." These two aspects, along with the following advantages, make it distinct from other development types and highlight why MMH needs to be part of a broader housing toolbox for all cities.

Medium-Density but Lower Perceived Densities

MMH building types typically range in density from 8 dwelling units per acre (du/acre) to up to 52 du/acre, depending on the building type and lot size. It is important not to get distracted by the density numbers when thinking about these types. Density is an unpredictable factor that depends on many variables, as shown by the examples in Figures 2.2 and 2.3.

Built form is more clearly articulated by factors such as building height, footprint, and massing, meaning the overall shape or volume of a building. Due to the small footprint of MMH types, and the fact that they are usually mixed with a variety of building types, even on an individual block, their perceived density is usually quite low—they do not look like dense buildings (even though their densities may be quite high).

A combination of these MMH types provides a neighborhood with a minimum average of 16 du/acre. This is generally the threshold at which an environment has enough households to be transit-supportive, and at which neighborhood-serving retail and other services become financially viable.

Smaller, Well-Designed Units

The starting point for MMH is smaller-sized units (500 to 1,000 square feet). A common mistake by architects or builders new to building MMH is trying to force suburban unit types and sizes into urban contexts and MMH types. The challenge is to create small spaces that are well-designed, comfortable, and usable. As an added benefit, smaller unit sizes can help developers keep their costs down, improving the proforma performance of a project, while making housing options available to a larger group of buyers or renters at a lower price point.

Off-Street Parking Does Not Drive The Site Plan

Trying to provide too much on-site parking can make a MMH development project not viable. If large parking areas are provided or required, these buildings become very inefficient from a development potential or yield standpoint, reducing the 16 du/acre density threshold. As a starting point, these units should provide no more than one off-street parking space per unit. To enable lower off-street parking requirements, access to transit within walking or biking distance, and/or on-street parking availability can enable a lower need for off-street parking. Housing design that forces too much on-site parking also compromises the occupant's experience of entering the building or "coming home." This street presence and welcoming entrance can greatly impact marketability.

Simple Construction

Because of their simple forms, smaller size, and simple wood-frame construction, Missing Middle building types can help developers maximize affordability and returns without compromising quality by providing housing types that are simple and affordable to build.

Marketability

A final critical characteristic is that these housing types are very close in scale to single-unit homes and provide a similar user experience. For example, in these types, you enter through a front porch facing the street instead of walking down a long corridor or anonymous stairway to get to your unit. This makes the mental shift for potential buyers and renters much less drastic than making a shift to live in a large apartment building. This, combined with the fact that many baby boomers likely grew up in or near to similar housing types in urban areas or had relatives that did, enables them to easily relate to these housing types.

Moving the Needle on Housing

Missing Middle Housing offers an opportunity for architects, planners, real estate professionals, and developers to think outside the box and to begin to create immediate, viable solutions to address the mismatch between the housing stock and what the market is demanding: vibrant, diverse, sustainable, walkable urban places.

Missing Middle Housing types should be integrated into comprehensive and regional planning, zoning code updates, Transit Oriented Development (TOD) strategies, and business models for developers and builders who want to be at the forefront of this paradigm shift.

Bloomington needs more housing at all scales and will require thinking (and developing) in both big and small ways in order to respond to the housing crisis. Implementing policy and regulatory changes take many years or decades to see the full impact. It is imperative that Bloomington gets zoning and subdivision regulations in place now to establish a path forward to build and deliver the housing necessary to support the projected increase in population.



Figure 2.5 *The simple forms, smaller size, and compatibility with simple wood-frame construction help maximize affordability and investment returns, and are consistent with the construction strategies familiar to most residential homebuilders, as shown in this under-construction MMH project in Papillion, Nebraska.*

2.2 Important Attributes of Missing Middle Housing

Important Design Elements of Missing Middle Housing Types

Key design features distinguish Missing Middle Housing from other multi-unit housing developments. All Missing Middle Housing types share the following important characteristics:

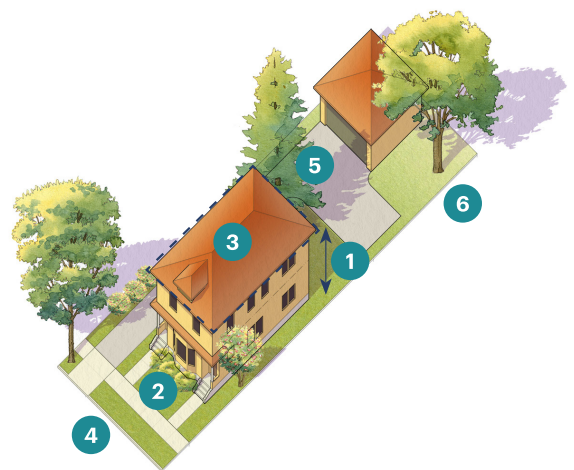
- **Height.** Like a single-unit home, MMH types are typically two to two-and-a-half stories maximum. A third story can be allowed with careful consideration of form and scale impacts on the surrounding built environment.
- **Multiple units per building.** These types have anywhere from two to 12 units per building. Upper Missing Middle types may have a maximum of 20 units.
- **Footprint.** With a main body width of 50-60 feet along the street and up to 80 feet overall when secondary "wings" are included, MMH footprints are compatible with single-unit homes.
- **Off-street parking.** No more than one off-street parking space per unit is recommended for MMH. Detached parking structures can help maintain a house-scale form for primary buildings in neighborhoods with houses with narrower widths.
- **On-site open space.** Private open space is not needed and should not be required. Instead, a shared open space is provided in the form of a rear yard, a wide side yard, or a courtyard space.
- **Driveways.** Driveway design for MMH types should match the neighborhood context on a per-lot basis. If no alley is present, single-wide driveways are recommended when possible to avoid building frontages dominated by parking.

Sources:

¹*Missing Middle Housing, Thinking Big and Building Small to Respond to Today's Housing Crisis*, Dan Parolek, Island Press

Figure 2.6 Important Form Characteristics of Missing Middle Housing

- 1 Maximum height
- 2 Number of units
- 3 Footprint / main body dimensions
- 4 On-street parking
- 5 Driveways (if any)
- 6 On-site open space



Important Elements to Regulate through Zoning

Building on the important design elements, Missing Middle Housing requires zoning tools that are different from large-scale multi-unit housing development. For the successful application of MMH types, zoning and/or other applicable standards need to be calibrated to control the characteristics listed below.

■ Building Form + Scale

Overall building size (including maximum height, width, and depth) is best controlled by regulating lot width. Buildings the size of a house, or "house-scale," create an environment that is pedestrian friendly and ideal for residential zones.

■ Placement of Buildings, Parking, and Open Space

The location of a buildings' primary facade (how far a building sits back from the street), parking (limiting driveways and parking in the front of a building), and open space placement and layout help control neighborhood character.

■ Interaction with the Public Realm

The items listed above, as well as appropriate building frontage types (such as a porch or stoop) ensure that housing developments contribute to the overall quality of the public realm and create a pedestrian focused environment.

Location of Missing Middle Housing in Walkable Contexts

A critical characteristic of MMH types is that they are most effective when located within an existing or newly created walkable context. Buyers or renters of these housing types choose to trade larger suburban housing for less space, less yard to maintain, and proximity to services and amenities such as restaurants, markets, services, and employment.

For most towns or cities, including Bloomington, the most walkable neighborhoods are those located near downtown, in the historic core, or around commercial centers. These walkable neighborhoods likely already have, or could support, many Missing Middle types. In addition, there are areas that are not yet walkable but have the potential to become so with pedestrian-focused improvements and zoning that supports additional mixed use centers or corridors.

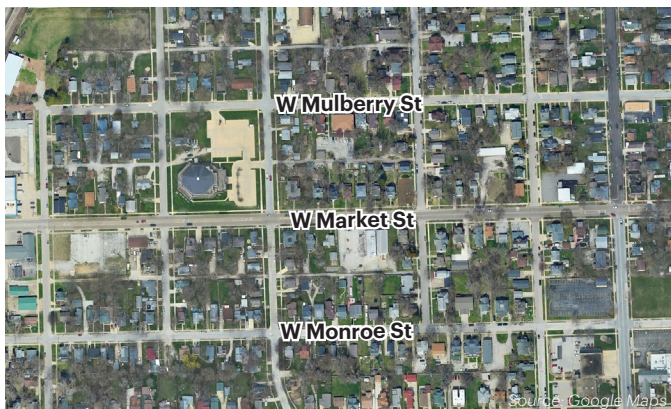


Figure 2.7 The Gridley Allen Prickett historical neighborhood in Bloomington has a large inventory of existing MMH types.

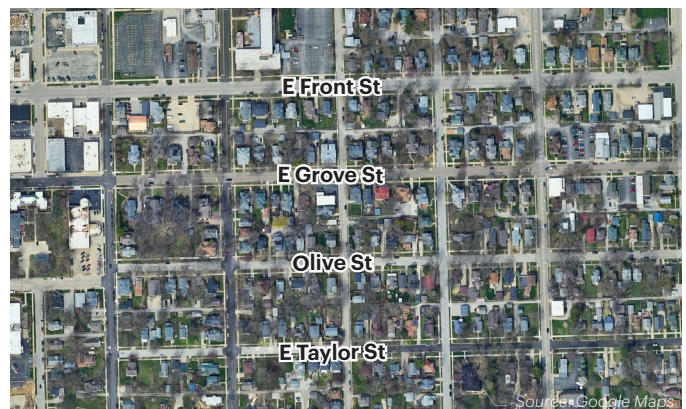


Figure 2.8 The Dimmet's Grove neighborhood in Bloomington is considered walkable and has a large inventory of existing MMH types.

Building Form & Scale

Elements of Building Form

The physical form of a building - its shape, size, height, and placement on a lot - is an important consideration when adding multi-unit housing within existing single-unit residential neighborhoods or establishing new neighborhoods. Controlling building forms helps to ensure that when new building types are introduced, they not only expand housing choice but also having a positive impact on the surrounding neighborhood.

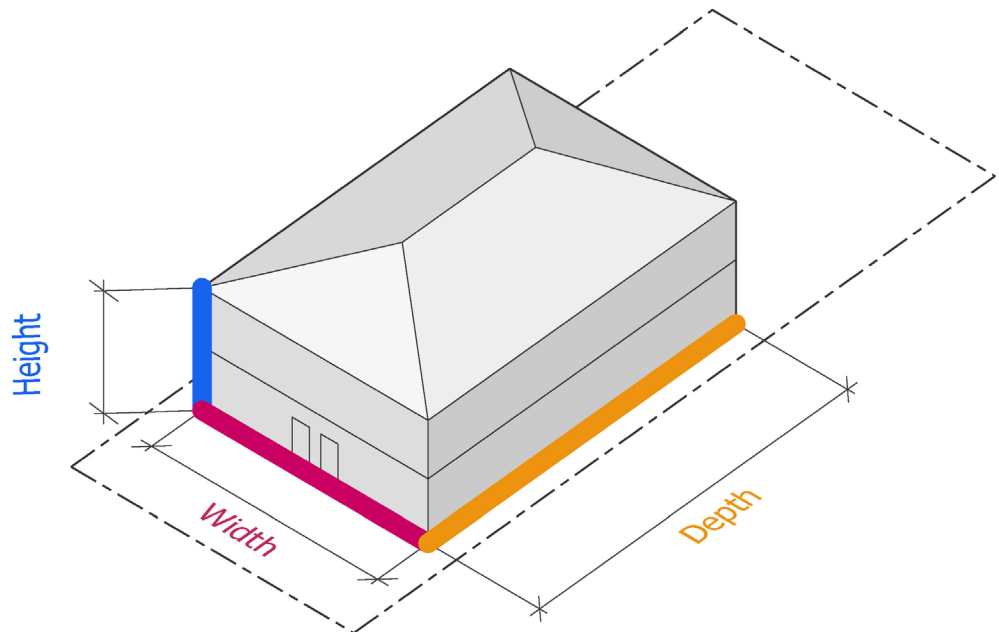
Because Missing Middle Housing includes a range of building types, varying in scale and intensity, they can easily be applied across a spectrum of built environments. Broadly speaking, buildings can be categorized into two groups: house-scale buildings and block-scale buildings (see the facing page for more details). Each MMH type has unique characteristics that dictate whether it works best in a house-scale or a block-scale application.

Best Practice for Regulating

Regulating by building footprint, height, and type can yield more predictable results and therefore ensure the correct application of house-scale versus block-scale building that align with the scale of the existing or desired environment.

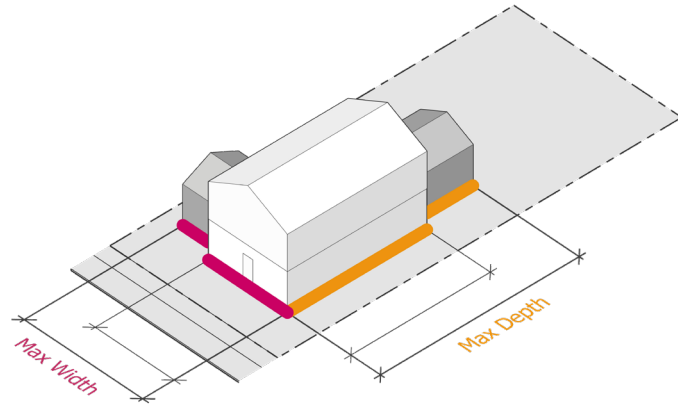
Notes:

Each Missing Middle Housing type has building dimensions (height, width, and depth) that are specific to it, and based on accurate internal layouts. See Section 2.3 for dimensions specific to each type.



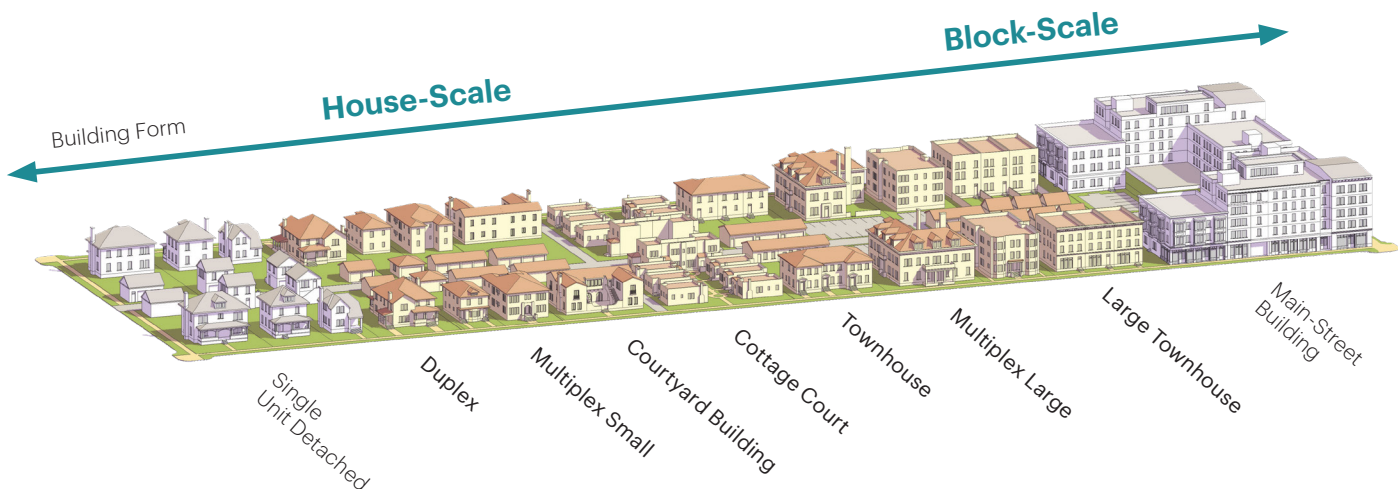
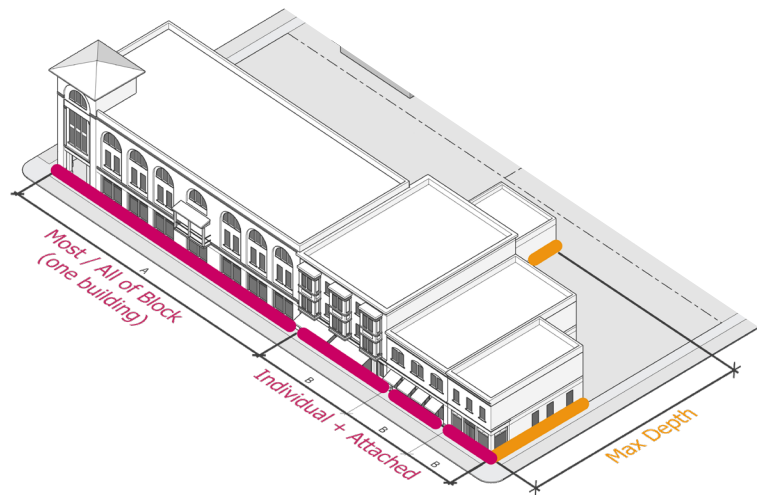
"House-Scale"

House-scale buildings are those that match the size and scale of a typical house, in terms of width, depth, height, and architectural details. House-scale buildings are typically a maximum 2.5 stories tall, such as single-unit houses, duplexes, triplexes, fourplexes, small multiplexes, cottage courts, and courtyard buildings. Building widths of these types range from 25 feet to 75 feet overall, including secondary wings. House-scale buildings will fit best in predominately residential zones.



"Block-Scale"

The footprint of a block-scale building occupies most of, if not all of, a city block; or, when multiple buildings are arranged together along a street, appear as long as most or all of a block. Examples include large multiplexes and townhouses. Block-scale buildings are most appropriate within a downtown fabric or directly along a major corridor. See Section 2.4 Upper Missing Middle Housing section for applications of block-scale middle housing types.



Lot Width

Importance of Lot Width

Zoning standards often regulate development by lot area to reinforce maximum allowed density. This approach may be appropriate for larger projects but not necessarily for infill lots. The approach of regulating using lot area prevents some housing types that are otherwise physically compatible with single-unit dwellings.

Applying lot width standards inherently controls the scale of buildings constructed on them. Lot width can be a more effective regulation than lot area because many projects can comply with the minimum lot area but still result in a building that is too large for its context. Even with low-density housing types such as a duplex, if allowed to fill up the building envelope, it can result in a building that is within the density limits but is larger than nearby houses in the same neighborhood. In conjunction with setbacks and height standards, a "buildable envelope" is created, ensuring a building's width, depth, and height dimensions cannot exceed that of the surrounding context.

Best Practice for Regulating

Regulating by lot width, and coordinating each lot size with housing types and maximum building footprints, creates MMH development that is correctly scaled across a range of neighborhood scales.

Typical Lot Widths of MMH Types

The graphic on the next page shows colored bars that display the typical lot width range for each MMH type. A range is provided to accommodate both parking access from an alley in the rear of the lot, which allows for a narrower lot, and parking access from the front of the lot, which requires a slightly wider lot. Both parking access conditions are found in Bloomington.

It is important to note that the diagram below represents the ideal width of a lot in order to understand which building types fit best. These typical lot sizes may consist of one or more "lots of record" when subdivision is taken in to consideration. For example, the side-by-side duplex or cottage court sites could be subdivided into individual "fee simple" lots to allow for ownership of each unit.

The Palette of Missing Middle Housing Types with typical Minimum Lot Widths

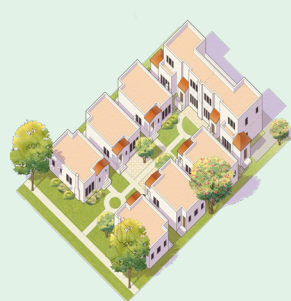
The palette of MMH types is provided for reference to the ideal lot width range of each type.



Duplex Side-by-Side
50'-75'



Duplex Stacked
40'-75'

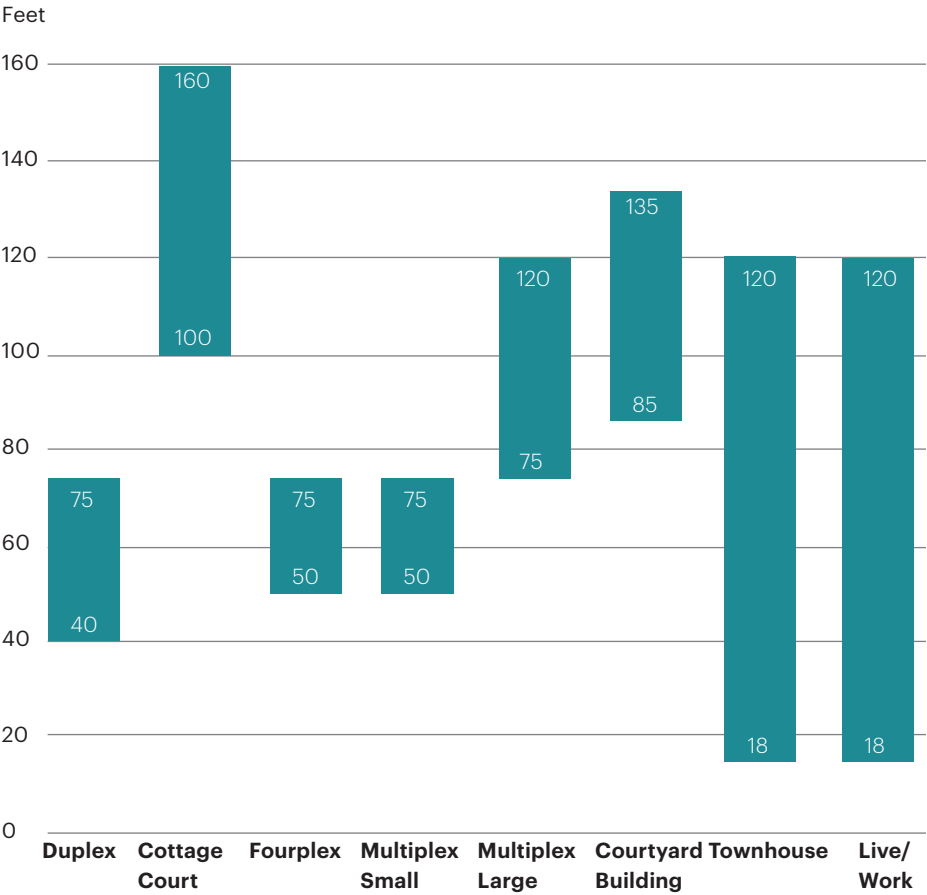


Cottage Court
100'-160'

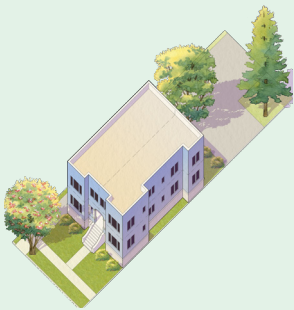


Fourplex
55'-80'

Lot Width Ranges for Typical MMH Types



Notes:
Width ranges of up to 120 feet for townhouses and live/work are assuming multiple attached housing units. Best practices limit these to a set or "run" of four to six attached units before a massing break is required.



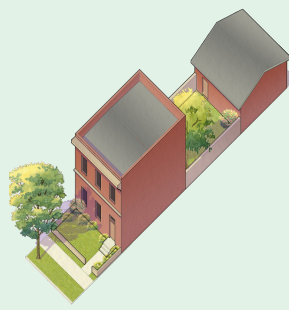
Multiplex Small
55'-80'



Multiplex Large
70'-120'



Courtyard Building
95'-150'



Townhouse
18'-25'



Live/ Work
18'-25'

Frontages

What is a "frontage"?

A frontage is a ground-floor architectural feature (such as a porch, stoop, or storefront) that marks the entrance of a building and, therefore, provides a transition between the public and private realms. Frontages distinguish MMH from larger multi-unit buildings by mimicking the experience of entering a single-unit house from a privacy door, porch, or stoop as opposed to a long corridor.

Regulating frontages ensures that buildings interact with the public realm, and the transition between the two is designed to be pedestrian-scaled and encourage walkability.

The frontage types below are based on examples found in cities across the country. The most common frontage types in a particular neighborhood can be easily identified through a survey of existing conditions.

Why are frontages important?

Because MMH types are often embedded in residential zones, frontages that are consistent with those used on single-unit houses, such as porches and stoops, help MMH contribute to the residential look and feel of neighborhoods where they are located.

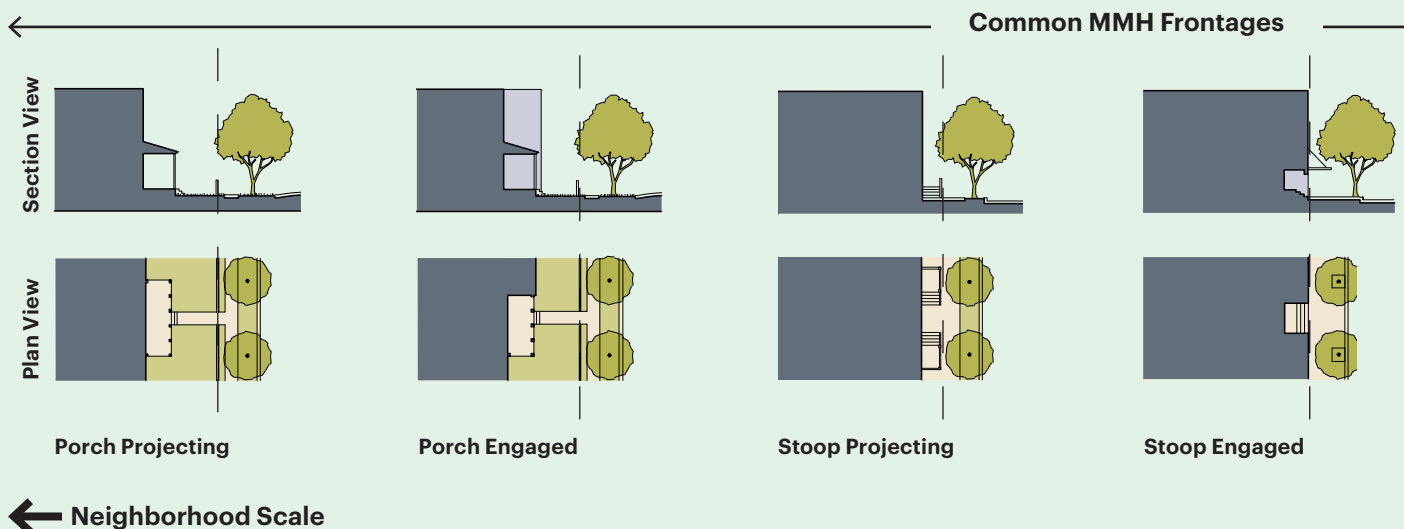
A strong sense of community is an important benefit that Missing Middle Housing provides to a neighborhood, and frontage types play a key role in this by creating a strong connection to the pedestrian-oriented streetscape.

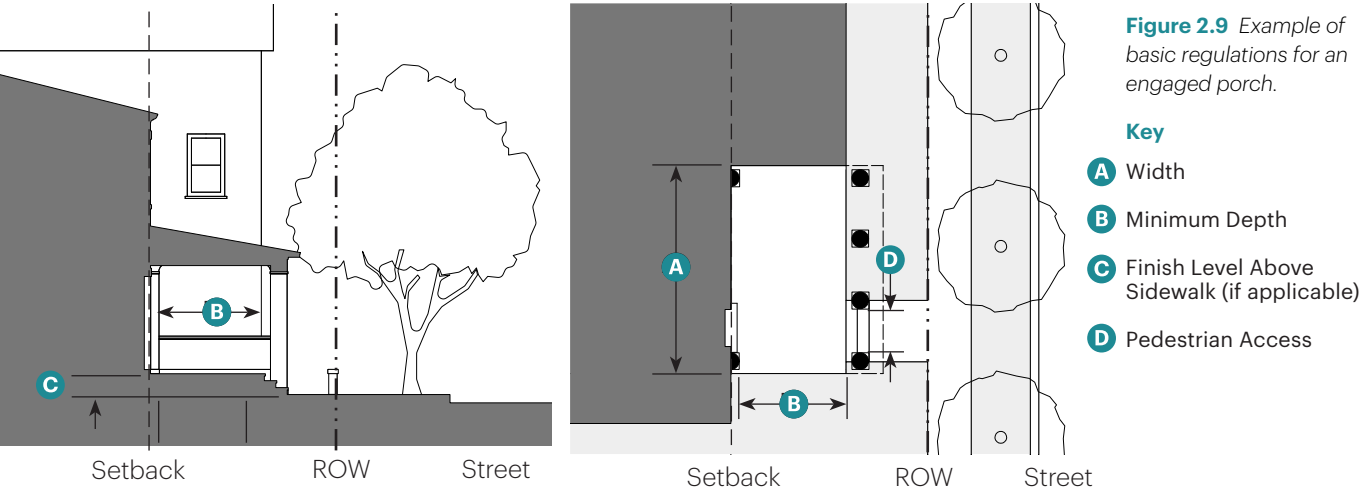
Buildings with blank facades or entries that are not visible from the street can appear anonymous. Creating clear, distinct entryways with room for socializing reinforces the neighborhood character of MMH types and provides for a more convivial and welcoming streetscape.

CLOSER LOOK

Spectrum of Frontage Types

Source: *Form Based Codes: A Guide for Planners, Urban Designers, Municipalities, and Developers*, Dan. Parolek AIA, Karen Parolek, Paul C. Crawford FAICP, Island Press



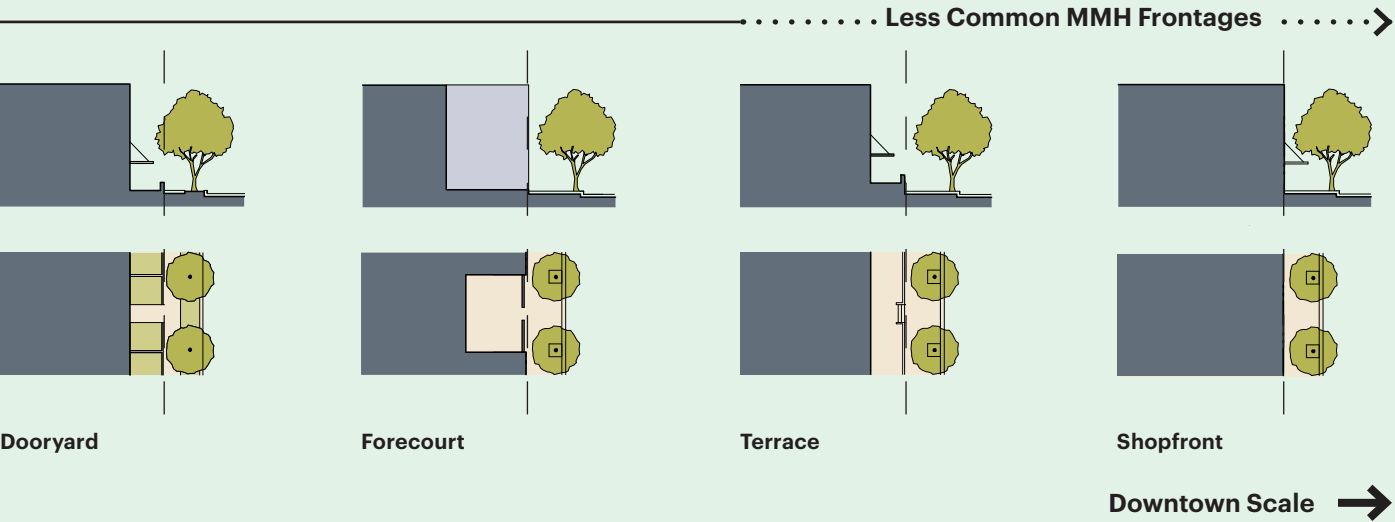


Best Practice for Regulating

The detailed regulations for frontage types should be based on measurements from good local precedents to ensure they are appropriate. For instance, setting the correct minimum depth for stoops and

porches guarantees that they are usable, look like they are from the area, and that they improve the public/private interface by providing residents with a place to sit outside and greet their neighbors.

Source:
Form Based Codes: A Guide for Planners, Urban Designers, Municipalities, and Developers, Dan. Parolek AIA, Karen Parolek, Paul C. Crawford FAICP, Island Press



Parking Requirements

Q CLOSER LOOK

The Real Cost of Parking

Surface Parking:
\$1,500 to \$5,000

**Surface Parking with
Roof: \$5,000 to \$10,000**

Garage Parking:
\$25,000 to \$50,000

Costs are per parking space and inclusive of land costs. The costs shown above are US national averages from 2020.

Source: RS Means, www.rsmeans.com

Parking Design and Location

The number of required off-street parking spaces can greatly impact the feasibility of Missing Middle Housing, and is one of the most common barriers to enabling MMH. MMH building types rely on efficient use of available space on a lot for housing. For this reason, parking requirements can quickly become a barrier, as parking spaces use land on a lot that could be used for housing or shared open space.

The diagrams below illustrate how parking requirements can be a barrier to MMH on typical lots. In this example, no off-street parking requirements would enable a fourplex on even a small, 50-foot wide lot. When the requirement is two parking spaces per housing unit, most smaller lots could not accommodate the fourplex type because of the required parking spaces and driveways for access.

Apart from the land required to accommodate high parking standards, development costs for parking spaces, especially enclosed spaces, quickly affect the feasibility and attainability of MMH type projects (see national averages for parking space costs at left).

Best Practice for Regulating

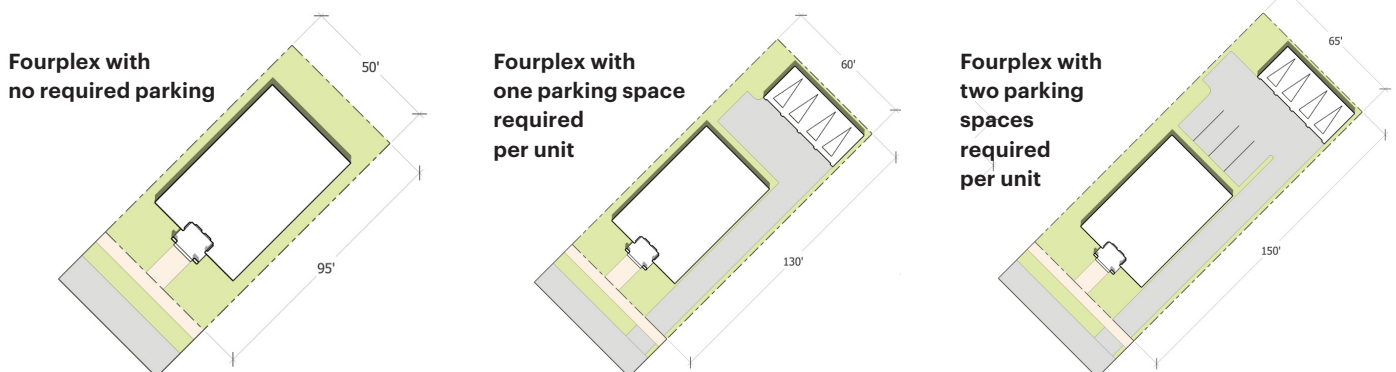
Parking requirements should be coordinated to existing conditions, such as available street parking, proximity to transit and alternate transportation modes.

Best practices advocate for removing parking minimums, and even setting parking maximums, particularly in areas with available mobility options. To control costs and open space, it is recommended to not exceed one off-street parking space per housing unit regardless of bedroom count.

When parking is provided, the selection of surface materials and design of the parking lot should aim to minimize urban heat island effect and untreated storm-water runoff. For example, using lighter-colored pavement and/or permeable pavers or paving material instead of typical asphalt can be a simple alternative.

Finally, when possible, parking should be located behind MMH buildings, reserving the front facade for frontage types and private open space to enhance the pedestrian experience of the street. At a minimum, garages should be required to be setback behind the front facade of the building.

Parking Requirements + Feasibility



Open Space

Benefits of Open Space

Open space is essential to encourage active and healthy lifestyles, allow people to connect with nature, increase tree canopy in communities, and help mitigate the effects of climate change.

Open space is an important attribute of MMH types, and is provided as both shared and/or private open space on the lot. Well-designed open spaces can create an inviting place for residents to relax and interact, allow for community gathering, provide greenery and trees. In addition, well-designed open space activates the adjacent street and public realm and helps connect neighborhoods.

Open Space Design Considerations for MMH

- Design open spaces to function as semi-private/private/shared spaces depending on the MMH type.
- Protect existing trees on the lot to the extent feasible, and provide space for new trees.
- For narrower front or side setbacks, consider uses such as native gardens, swales for stormwater treatment, etc.
- Utilize lighter-colored and permeable materials for hardscaped areas.
- Use landscaping to define building entrances and access.
- In MMH types with more units, such as a cottage court or courtyard building, the open space serves as the main gathering place. It is important to design the space to be usable (and ideally multi-functional), place it in a central location, and orient surrounding building facades and entrances to frame it. Frontages such as dooryards, stoops and porches can be used to make the open space inviting and encourage interaction.
- In the case of larger sites, the design of open spaces should consider existing mature trees and natural features, such as creeks, and integrate them into the site layout.

Open Space Best Practices for MMH



- A** Building frontage and entrance face open space
- B** Front setback landscaped, pathways reinforce pedestrian entrances
- C** Shade trees and green infrastructure

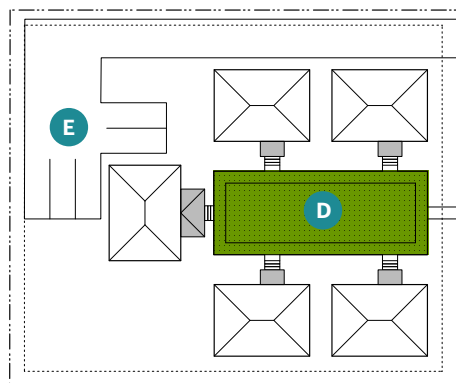


Figure 2.10 Left: Detached houses facing an open space.

Figure 2.11 Right: Open space within a cottage court.

- D** Recommended minimum 20 feet width for shared open space, building entrances from open space
- E** Open space oriented to street, parking at the rear of the lot

2.3 Palette of Missing Middle Housing Types

A range of building types for different contexts.

Building types, meaning structures defined by their configuration, disposition, and function, are a fundamental element of urban design and development. Matching building types to the existing context based on their spatial requirements is essential to creating a cohesive built environment. The palette of MMH types below identifies the ideal lot dimensions

across the spectrum of types organized by scale. Each building type requires the minimum lot dimensions shown to provide a high-quality living environment for residents, and the maximum is the limit at which lots become too large to deliver compact development patterns that support walkable environments.



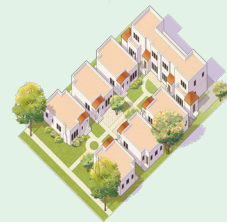
The Palette of Missing Middle Housing Types



Duplex Side-by-Side
2 units



Duplex Stacked
2 units



Cottage Court¹
5-10 units



Fourplex
3-4 units

Ideal Characteristics of Missing Middle Housing Types

Vehicular Access	Front	Rear	Front	Rear	Front	Rear	Front	Rear
Max. Height (Stories)	2.5		2.5		1.5		2.5	
Lot Width (ft.) ²	50' - 75'	40' - 70'	40' - 75'	30' - 70'	100' - 160'	90' - 150'	55' - 80'	50' - 70'
Lot Depth (ft.)	100' - 150'	100' - 150'	100' - 150'	100' - 150'	100' - 150'	100' - 150'	100' - 150'	100' - 150'
Area of Lot (sq.ft.)	5,000 - 11,250	4,000 - 10,500	4,000 - 11,250	3,000 - 10,500	10,000 - 24,000	9,000 - 22,500	5,500 - 12,000	5,000 - 10,500
Resultant Density								
Without ADU	8 - 17	8 - 22	8 - 22	8 - 29	18 - 22	19 - 24	15 - 32	17 - 35
With ADU	12 - 26	12 - 33	12 - 33	12 - 44	n/a	n/a	18 - 40	21 - 44

¹ Variation: Pocket Neighborhood. The lot for this variation is the size of most of a block, and the shared court is much larger, or consists of two or more shared courts. The individual cottages are expanded to include a mix of duplex and fourplex buildings.

² May consist of one or more "Lots of Record" when subdivision is taken into consideration for ownership purposes.

The listed resultant densities are obtained from designing units that reasonably fit within each MMH building type. This differs from density regulations that predetermine how many units are allowed on a lot without regard for what can fit. In addition, the results vary depending on front or rear vehicular access to parking. The densities listed below correspond to each type's lot dimensions range.

Although lot area is regularly used as a zoning regulation, it should not be the primary regulation. Instead, lot width and the resulting building width should be prioritized. This approach provides more targeted regulations that have a greater impact on the quality of the public realm

and help to deliver more predictable building forms.

The dimensions shown in the palette below and on the subsequent pages result from years of on-the-ground research and design work by Opticos for private and public sector clients. These dimensions are meant to be used as a starting point and should be calibrated for each community's existing conditions, lot patterns, and desired community form.

The Palette of Missing Middle Housing Types



Ideal Characteristics of Missing Middle Housing Types										
Vehicular Access	Front		Rear		Front		Rear		Front	
Max. Height (Stories)	2.5		2.5 (3 ³)		2.5 (3)		2.5 (3)		2.5 (3)	
Lot Width (ft.)	55' - 80'	50' - 70'	70' - 120'	60' - 110'	95' - 150'	85' - 140'	n/a	16' - 45'	n/a	16' - 45'
Lot Depth (ft.)	100' - 150'	100' - 150'	100' - 150'	100' - 150'	110' - 175'	110' - 175'	n/a	85' - 120'	n/a	85' - 120'
Area of Lot (sq.ft.)	5,500 - 12,000	5,000 - 10,500	7,000 - 18,000	6,000 - 16,500	10,450 - 26,250	9,350 - 24,500	n/a	1,360 - 5,400	n/a	1,360 - 5,400
Resultant Density										
Without ADU	36 - 40	41 - 44	37 - 44	44 - 48	25 -33	28 - 36	n/a	8 - 32	n/a	8 - 32
With ADU	n/a	n/a	n/a	n/a	n/a	n/a	n/a	16 - 64	n/a	16 - 64

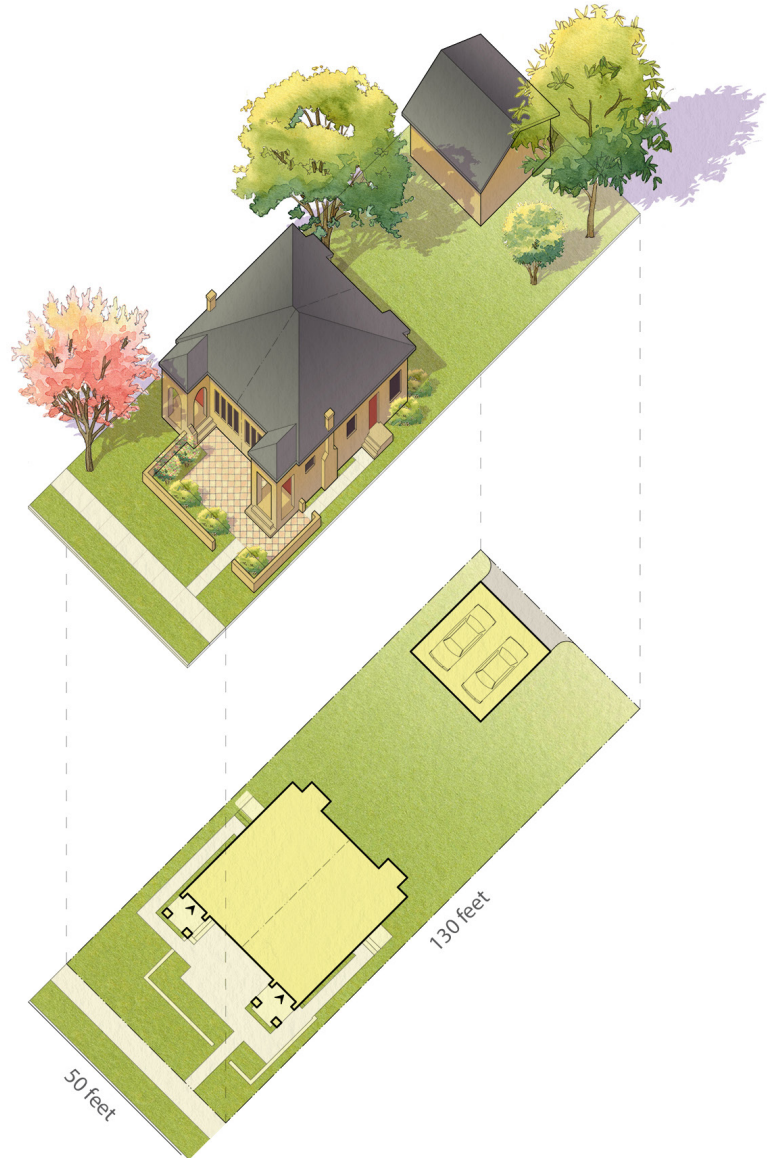
³In more intense neighborhoods, this type can be designed to have a third story, or a portion of a third story, depending on the intended physical character of the neighborhood.

Duplex Side-by-Side

Description

A small- to medium-sized building that consists of two dwelling units, one next to the other, both of which face and are entered from the street.

A variation of this is the "front-to-back" duplex. This variation and the side-by-side building type are meant to provide two units within the footprint of a single-unit building. These are distinct from the non-recommended practice of attaching two single-unit houses to form two attached units. This latter approach often results in a building that is larger and is out of scale with its single-unit neighbors.



Accessory Dwelling Unit (ADU)

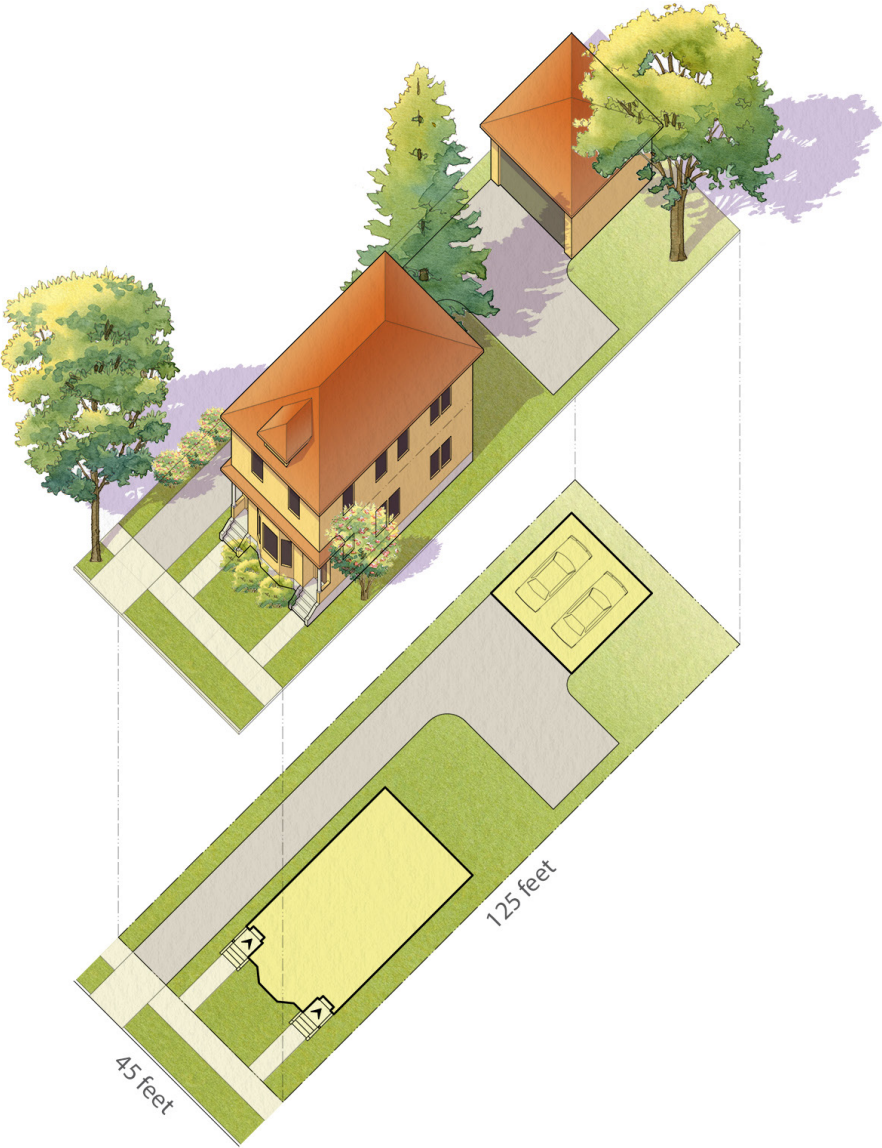
The ADU can be located above the garage building to provide an additional unit separate from the main building.

2

Duplex Side-by-Side

Number of Units	Vehicular Access	
	Front	Rear
Lot Width (ft)	50' - 75'	40' - 70'
Lot Depth (ft)	100' - 150'	100' - 150'
Resultant Density (du/acre)		
Without ADU	8 - 17	8 - 22
With ADU	12 - 26	12 - 33

Duplex Stacked



Description

A small- to medium-sized building that consists of two stacked dwelling units, one on top of the other, both of which face and are entered from the street.



Accessory Dwelling Unit (ADU)

The ADU can be located above the garage building to provide an additional unit separate from the main building.

Duplex Stacked			
Number of Units	Vehicular Access		
	Front	Rear	
2	Lot Width (ft)	40' - 75	30' - 70'
	Lot Depth (ft)	100' - 150'	100' - 150'
	Resultant Density (du/acre)		
	Without ADU	8 - 22	8 - 29
	With ADU	12 - 33	12 - 44

Cottage Court/Bungalow Court

Description

A series of small, detached buildings on a lot arranged to define a shared court that is typically perpendicular to the street. The shared court takes the place of a private rear yard and is an important community-enhancing element.

The accessory dwelling unit (ADU) is not recommended for this type due to the limited number of available off-street parking spaces.

A larger version of this type is known as the “pocket neighborhood”. This type differs from the cottage court primarily by site size. Typically, the pocket neighborhood is on a site at least twice as large as the cottage court, has larger dwellings and a variety of housing types (houses, duplexes, etc.).



Cottage Court/ Bungalow Court

Number of Units

Vehicular Access

Front

Rear

Lot Width (ft)

100' - 160'

90' - 150'

Lot Depth (ft)

100' - 150'

100' - 150'

Resultant Density (du/acre)

Without ADU

18 - 22

19 - 24

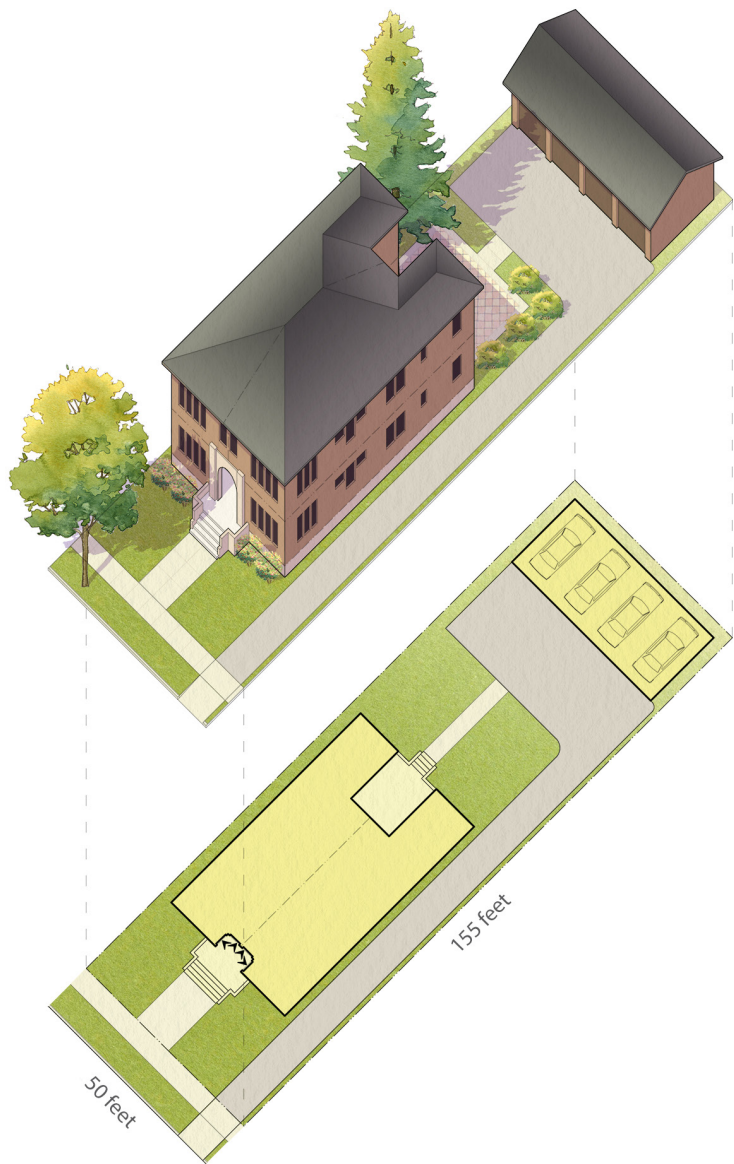
With ADU

n/a

n/a

5-10

Fourplex



Description

A medium-sized building that consists of four units: typically two on the ground floor and up to two above with a shared entry from the street. Although this type shows four units, a triplex has the same built form characteristics but contains three units, not four.



Accessory Dwelling Unit (ADU)

The ADU can be located above the garage building to provide an additional unit separate from the main building.

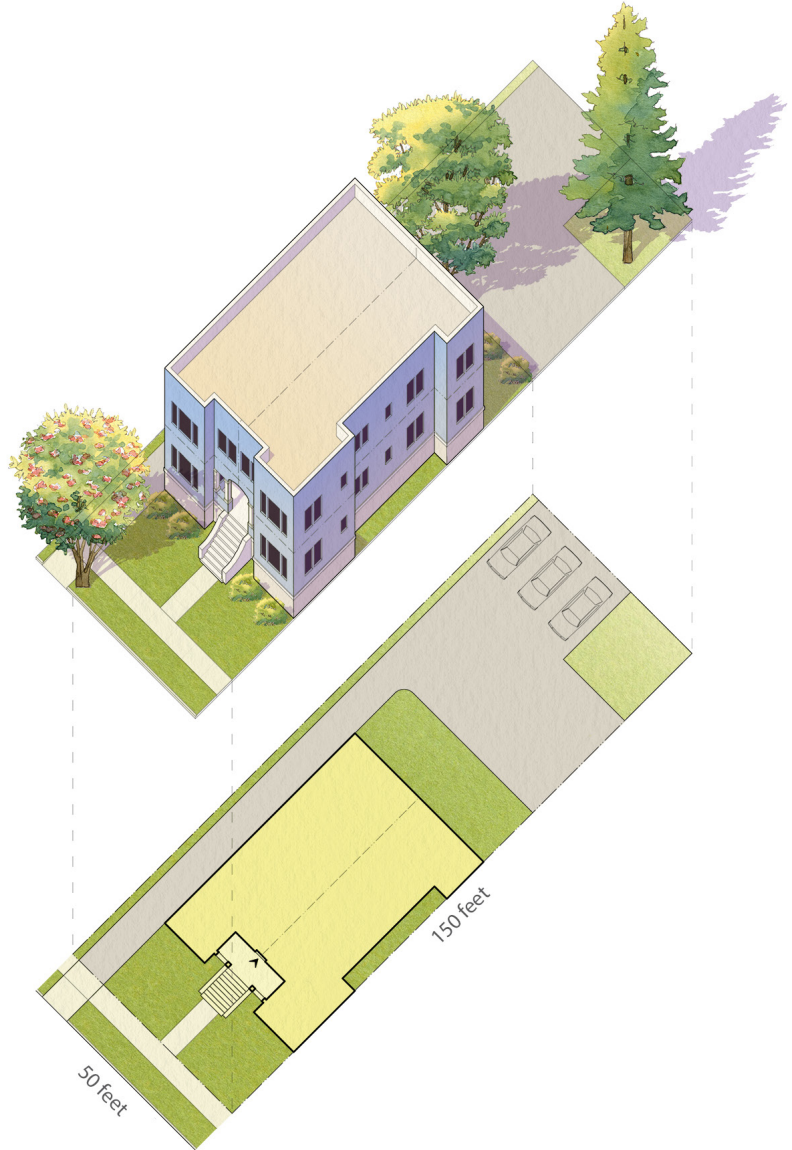
Fourplex			
Number of Units	Vehicular Access		
	Front	Rear	
4	Lot Width (ft)	55' - 80'	50' - 70'
	Lot Depth (ft)	100' - 150'	100' - 150'
	Resultant Density (du/acre)		
	Without ADU	15 - 32	17 - 35
	With ADU	18 - 40	21 - 44

Multiplex Small

Description

A medium-sized building that consists of five to 10 side-by-side and/or stacked dwelling units, typically with one shared entry or individual entries along the front and sometimes along one or both sides.

The accessory dwelling unit (ADU) is not recommended for this type due to the limited number of available off-street parking spaces. In some situations, this type provides 0.5 parking spaces per unit at the lower end of the range of units.



Multiplex Small

Number of Units

Vehicular Access

Front

Rear

Lot Width (ft)

55' - 80'

50' - 70'

Lot Depth (ft)

100' - 150'

100' - 150'

Resultant Density (du/acre)

Without ADU

36 - 40

41 - 44

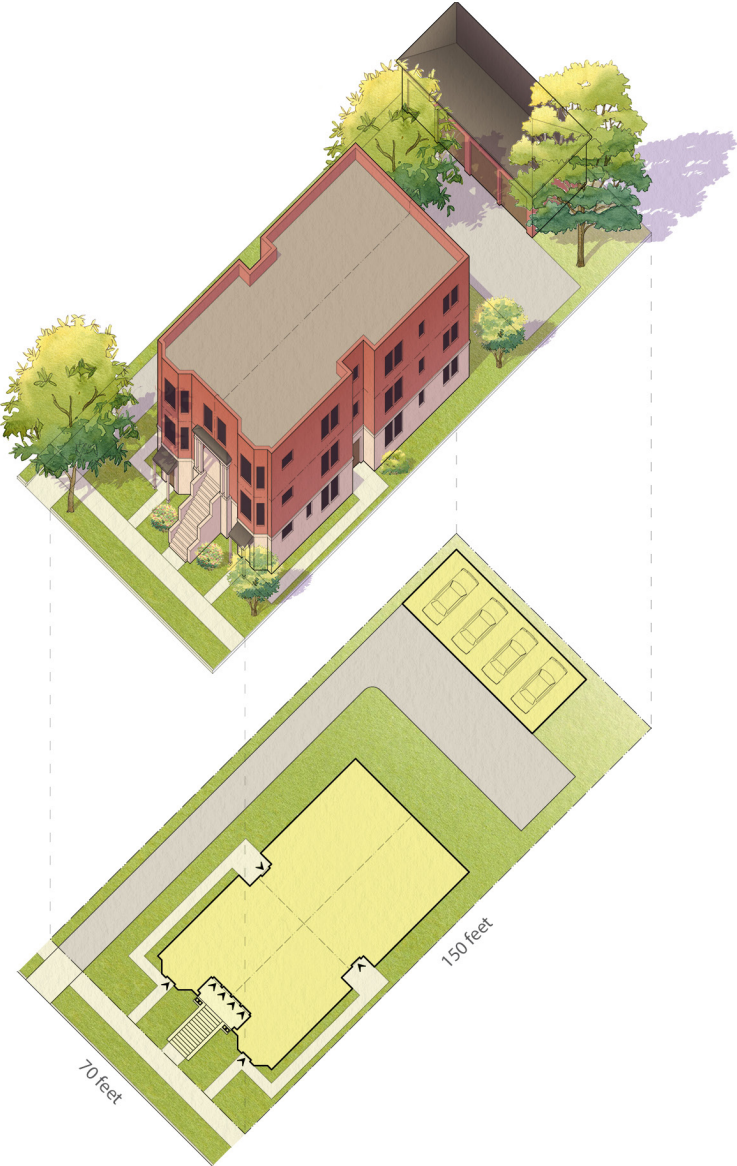
With ADU

n/a

n/a

5-10

Multiplex Large



Description

A medium-to-large-sized structure that consists of six to 18 side-by-side and/or stacked dwelling units, typically with one shared entry or individual entries along the front and sometimes along one or both sides.

The accessory dwelling unit (ADU) is not recommended for this type due to the limited number of available off-street parking spaces. In some situations, this type provides 0.5 parking spaces per unit at the lower end of the range of units.

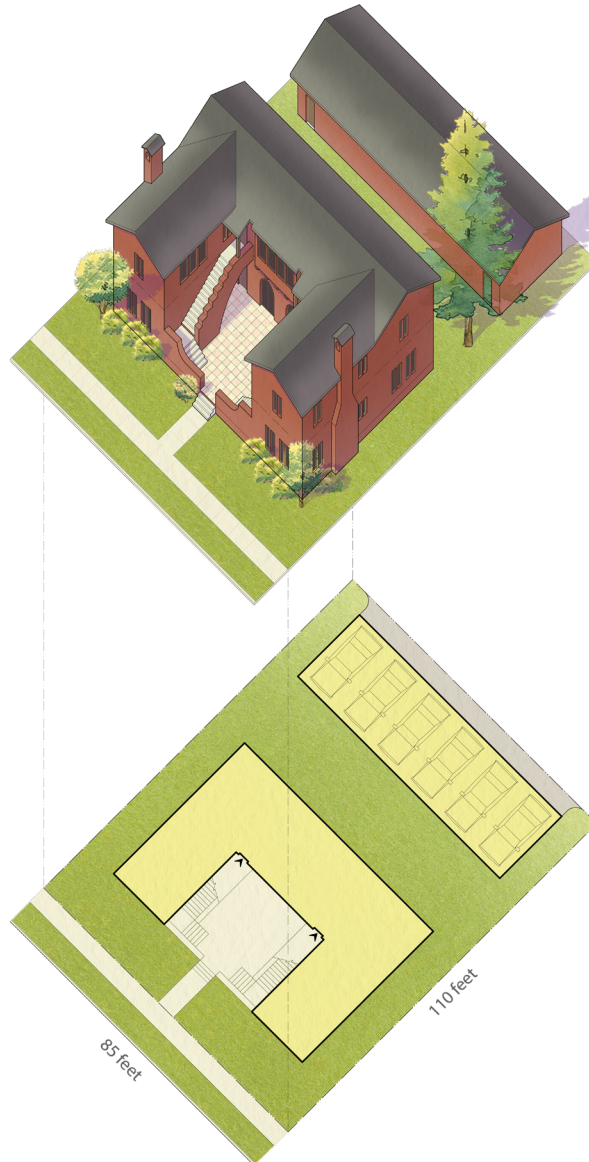
Multiplex Large			
Number of Units	Vehicular Access		
	Front	Rear	
6-18	Lot Width (ft)	70' - 120'	60' - 110'
	Lot Depth (ft)	100' - 150'	100' - 150'
	Resultant Density (du/acre)		
	Without ADU	37 - 44	44 - 48
	With ADU	n/a	n/a

Courtyard Building

Description

A medium- to large-sized building or up to three small-to-medium size detached buildings consisting of multiple side-by-side and/or stacked dwelling units arranged around a shared courtyard. Dwellings are accessed from the courtyard. Typically, each unit has its own individual entry or shares a common entry with up to three units.

The accessory dwelling unit (ADU) is not recommended for this type due to the limited number of available off-street parking spaces.



Courtyard Building

Number of Units

Vehicular Access

Front

Rear

Lot Width (ft)

95' - 150'

85' - 140'

Lot Depth (ft)

110' - 175'

110' - 175'

Resultant Density (du/acre)

Without ADU

25 - 33

28 - 36

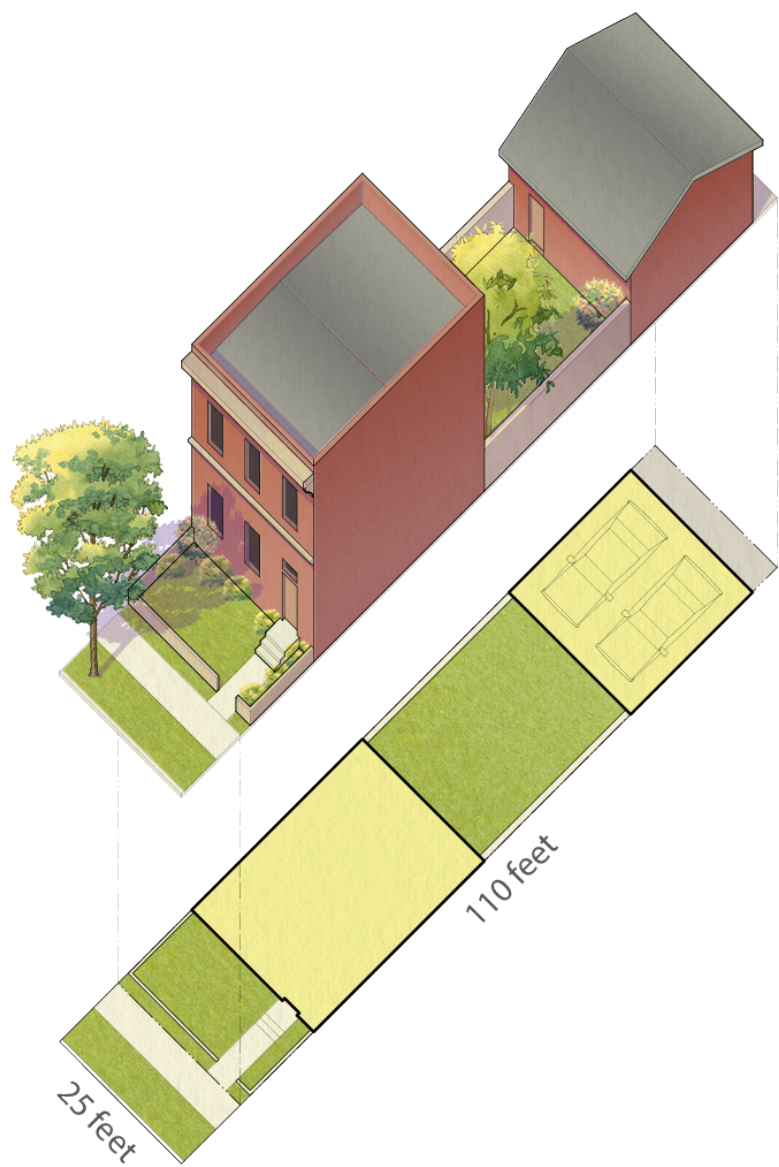
With ADU

n/a

n/a

6-20

Townhouse



Description

A small- to medium-sized building with one dwelling that is attached to other townhouses in an array of up to four, sometimes up to six, depending on the context.

A more intense version of this type is the “townhouse flat” that divides the building vertically into two to three flats.



Accessory Dwelling Unit (ADU)

The ADU can be located above the garage building to provide an additional unit separate from the main building.

Townhouse			
Number of Units	Vehicular Access		
	Front	Rear	
1	Lot Width (ft)	n/a	16' - 45'
	Lot Depth (ft)	n/a	85' - 120'
	Resultant Density (du/acre)		
	Without ADU	n/a	8 - 32
	With ADU	n/a	16 - 64

Live/Work

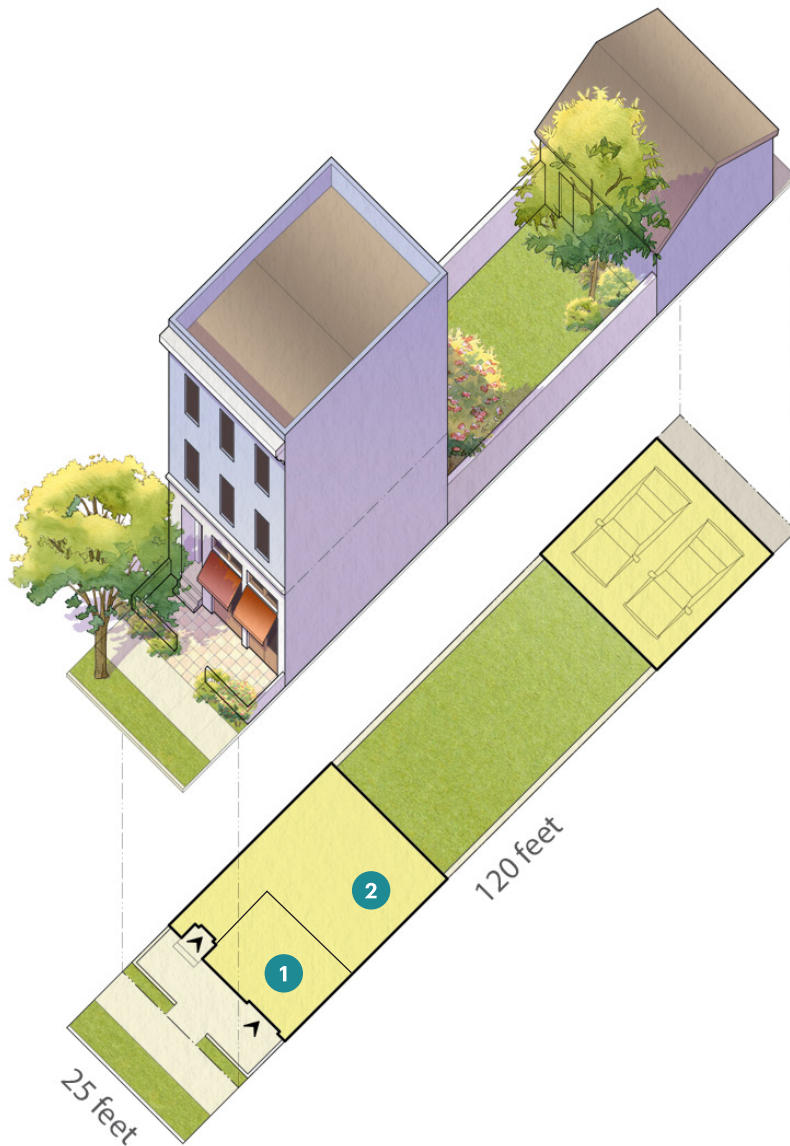
Description

A small- to medium-sized attached or detached building consisting of one dwelling unit above or behind a flexible ground floor space for residential, service, or retail uses. Both the primary ground-floor flex space and the second unit are owned by one entity.

These types can be arranged to form what looks like a neighborhood main street building.

Key

- 1 Flex Space
- 2 Dwelling Unit



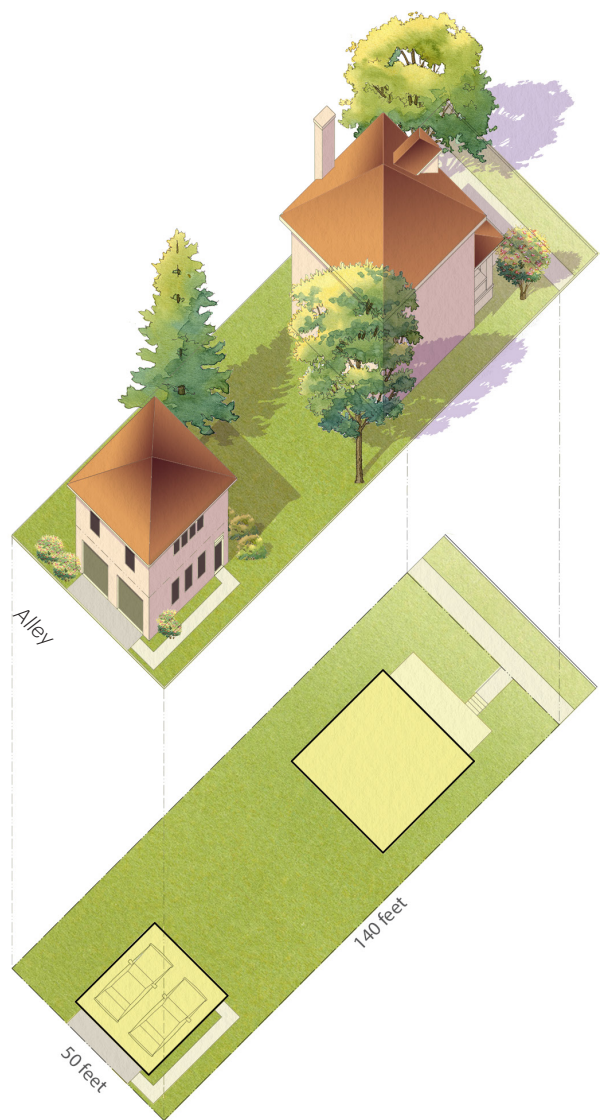
Accessory Dwelling Unit (ADU)

The ADU can be located above the garage building to provide an additional unit separate from the main building.

1

Live/Work			
Number of Units	Vehicular Access		
	Front	Rear	
1	Lot Width (ft)	n/a	16' - 45'
	Lot Depth (ft)	n/a	85' - 120'
	Resultant Density (du/acre)		
	Without ADU	n/a	8 - 32
	With ADU	n/a	16 - 64

Carriage House



Description

An accessory structure located at the rear of a lot, above a garage, that provides a small residential unit, home office space, or other small commercial or service uses permitted in the applicable zone.

A carriage house is smaller in scale to the primary building on a lot, with main body dimensions that do not exceed 30'x36', and is no taller than two stories.

Carriage House	
Number of Primary Units	
1	Typical lot size is determined by the principal building type. A carriage house may be access from the front of a lot (through a private drive) or the rear of a lot (when an alley is present). Resultant Density (du/acre) ADUs are typically not counted as an additional unit for density or minimum lot size calculations.

Q CLOSER LOOK

How can Accessory Dwelling Units benefit Bloomington?

Accessory dwelling units are a unique housing type that offers a high level of flexibility and can be achieved in various forms. Because of this, they offer many benefits:

- An increase in housing variety to the local community.
- Does not require the purchase of new land; can easily be constructed on a lot fit for a single-unit home.
- Suitable in a variety of locations and contexts.
- Creates supplemental income when rented out.
- Allows for independent living, family-care, and aging-in-place.
- Creates privacy for multi-generational housing.

Choosing the most appropriate configuration of an ADU should consider the following variables:

- Cost differences between a detached, attached, or junior ADU;
- The impact on the primary residence as an ADU will reduce the amount of open space on a lot or within the residence;
- The amount of parking that may be required or reduced; and
- Privacy, as attached and junior ADUs will result in shared walls that can transmit noise while detached will create shared open spaces and additional adjacencies to neighboring properties.

Accessory Dwelling Unit

What is an Accessory Dwelling Unit?

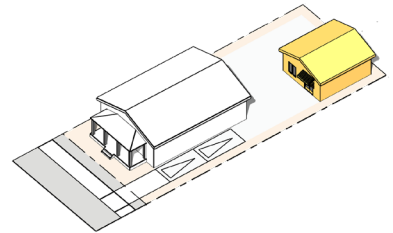
An accessory dwelling unit (ADU) is an attached or detached residential dwelling unit, often located in the rear of a lot or behind a primary dwelling. These units provide complete and independent living facilities; including permanent provisions for living, eating, cooking, sleeping, and sanitation. They are also referred to as "in-law units" or "granny flats."

Additionally, a "junior" accessory dwelling unit (or JADU) is sometimes used to refer to a unit that is less than 500 square feet and contained entirely within a single-unit house. A JADU typically includes an efficiency kitchen and space for sleeping. Sanitation space can also be included in a JADU, or it can share a bathroom with the primary residence. For clarification, a JADU differs from a "rooming unit" which is defined as "any room or group of rooms forming a single habitable unit used or intended to be used for living and sleeping, but not for cooking or eating purposes."

Typical ADU Configurations Illustrated

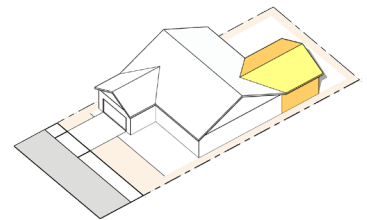
Detached ADU

An ADU that is physically detached from the primary structure on a lot. Achieved by erecting a new accessory structure or adapting an existing accessory structure to contain a residential unit.



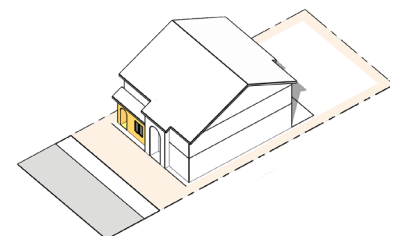
Attached ADU

An ADU that is physically attached to the primary structure on a lot, but can be entered separately. Created by converting a secondary wing into an ADU, or building a secondary wing with autonomous facilities.



Junior ADU

An ADU that is contained within a primary structure. When an existing residence has additional space, it can be converted into a JADU by adding key amenities for sleeping and cooking.



Other Housing Types

Innovation and Future-Proofing the Housing Stock

Apart from the Missing Middle types discussed in this section, there are also a variety of innovative housing configurations that provide additional flexibility and housing options.

These types include co-housing, co-living, and micro-units that can support a wide range of household types and lifestyle choices. The small size and shared common spaces provide inherent flexibility and cost savings. Further, buildings that incorporate these types can easily adapt to market conditions and evolve over time which only increases the resiliency of Bloomington's housing stock.

Similarly, one housing option that meets changing demographics and housing needs is the multi-generational house. This type allows a homeowner to stay on their property over many different life phases, if desired. The configuration of a multi-generational house may include an ADU.

These types are often applicable within MMH buildings but can be tricky to align with standard zoning districts. Cities can support these configurations by ensuring that regulations do not prohibit small unit sizes or shared common spaces, particularly kitchens, within a building.

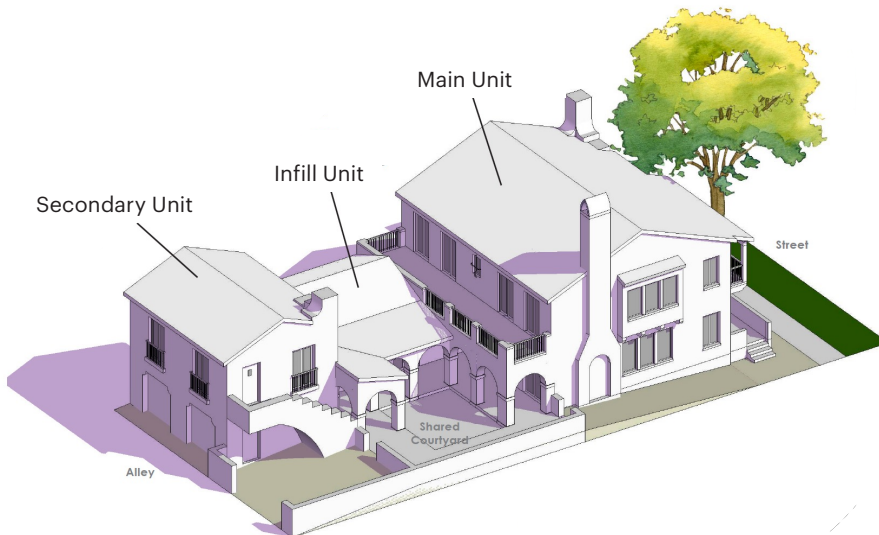


Figure 2.12 A multi-generation house where several attached housing units on a single lot that allow multiple generations to have both separate and shared living space.



Co-housing

One-to-two story residential buildings with common spaces designed for communal use.



Co-living

Three-to-four story buildings with units that share a kitchen and other communal living spaces.



Micro-Units

Very small studio units (under 400 sf) in an apartment configuration.

2.4 Upper Missing Middle Housing Types

Upper Missing Middle Housing

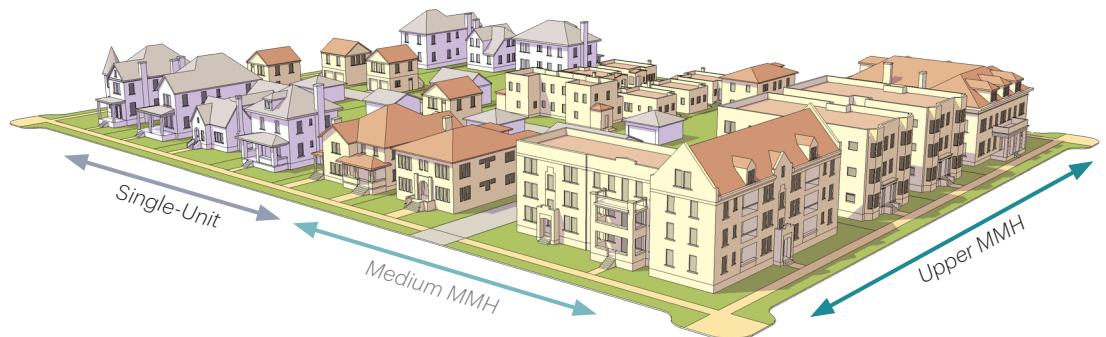
Upper Missing Middle Housing (upper MMH) is the category of multi-unit buildings taller and deeper than typical MMH that still fits on infill lots you might find in existing neighborhoods. MMH types that often fall into the category of upper MMH are multiplex large, courtyard buildings, and live/work units.

Upper MMH can be used strategically in areas adjacent to existing or planned centers and transit hubs, higher-intensity residential and mixed-use neighborhoods. Upper MMH types can provide a transition from larger-scale buildings along corridors and mixed-use centers to smaller-scale buildings within neighborhoods. The diagram below illustrates the concept with upper MMH types along the short end of the block and smaller MMH types integrated into the neighborhoods. While these types are larger than typical MMH types, they can be designed to be compatible with single-unit buildings. Upper MMH types are likely to be more financially feasible especially in areas with

higher land costs, and can provide more attainable units.

The following are best practices to consider when using upper MMH:

- Most effective where a greater degree of change is happening or desired;
- Use in transition areas of a neighborhood to connect to more intense nodes or transit centers;
- Allow more lot coverage and/or deeper building footprints than typical MMH;
- Require rear setback based on size of neighboring rear setbacks (up to 20 feet maximum); and
- Allow three to four stories in height.

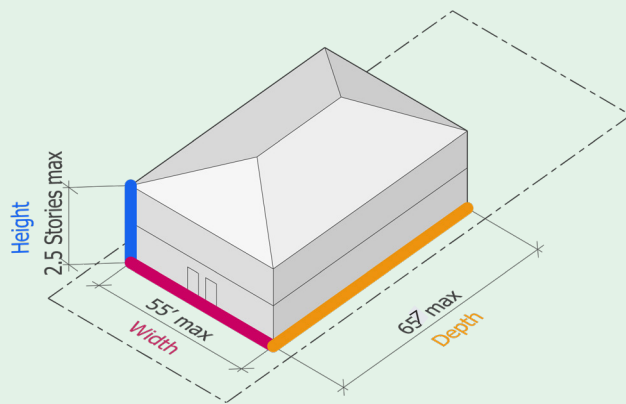


Comparing Missing Middle and Upper Missing Middle Housing

Upper Missing Middle Housing types have slightly larger footprints and additional height as compared to small to medium Missing Middle.

Missing Middle Housing (MMH)

Located within and along edges of low-to-moderate intensity, "house-scale" neighborhoods.

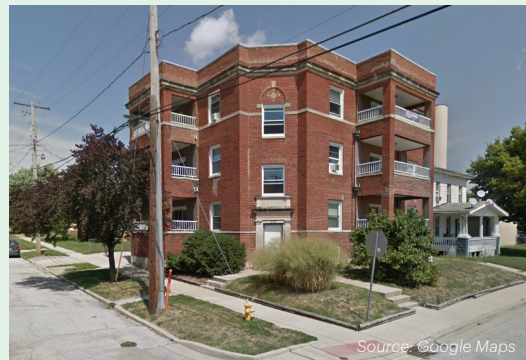
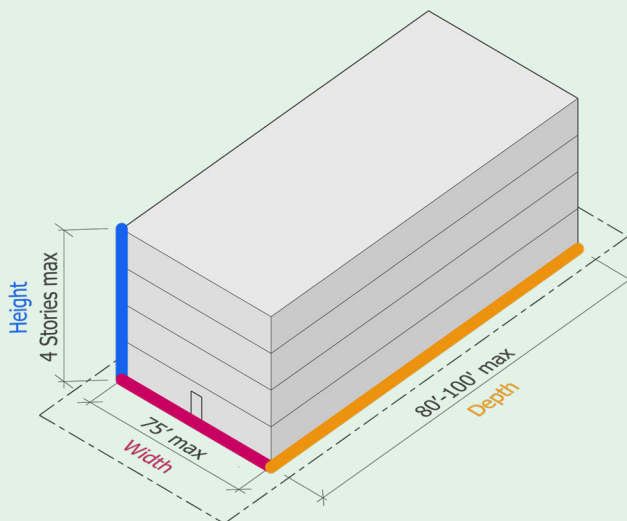


Duplex Side-by-Side

(Two units) Near East Side Neighborhood

Upper Missing Middle Housing (Upper MMH)

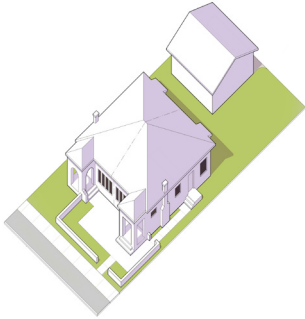
Located along corridors and edges of neighborhoods where larger buildings are appropriate; or as effective transitions from higher-intensity built environments to lower-intensity neighborhoods.



Multiplex (Upper MMH)

(6-10 units) Gridley Allen Prickett Neighborhood

2.5 "Almost" Missing Middle Housing



Note: Refer to Section 2.2 of this chapter for an explanation of the characteristics of Missing Middle Housing types.

Getting it Right

Missing Middle Housing is more than just multiple dwelling units fit into a house-scale building form. The location, frontage, and scale of MMH are essential design elements that foster a pedestrian-focused environment in addition to creating a variety of housing choice. When these elements are executed to a high degree, they contribute to a lively streetscape and sense of place that meets the housing needs of multiple communities.

Not Quite Right

It is not uncommon to see a building that, at first glance, appears to fall into the category of Missing Middle Housing. Upon further inspection, however, there is something that is "not quite right" about it. The following characteristics are common multi-unit housing design mistakes:

- Location of parking at the front of the lot and lack of pedestrian frontages mean that they do not support the type of walkable contexts where MMH is most effective;

- Lack of easily identifiable entrances, street-facing windows, and/or frontages such as porches or stoops mean that they may not be contextually appropriate in Bloomington neighborhoods where those types of building details constitute an important element of the physical character; and
- Lack of diversity of building types or design along a block creates clusters of the same, repetitive type. MMH works most effectively when a variety of housing types or facades are mixed along a block.

When the design elements laid out in Section 2.2 are excluded, the more qualitative benefits of MMH fall short. The examples on the following page provide much-needed housing and are generally house-scale, but they lack other important attributes of MMH. It is important that MMH types demonstrate good design so that they can be perceived as benefiting the architectural quality and livability of a neighborhood.

Applying the Criteria to Multi-Unit Types



Characteristics

- Multi-unit building
- Three stories, large lot coverage
- No ground floor frontage articulation
- Street frontage dominated by parking that eliminates any shared open space

Criteria of MMH	
In a Walkable Context	✓
Multiple Units	✓
House-Form Building	✗
Pedestrian Building Frontage	✗
Parking behind Front Facade	✗



Characteristics

- Two unit building
- Two stories, 50 percent lot coverage
- Ground floor with no street-facing windows
- Frontage dominated by parking and front driveway does not contribute to public realm

Criteria of MMH	
In a Walkable Context	✗
Multiple Units	✓
House-Form Building	✓
Pedestrian Building Frontage	✗
Parking behind Front Facade	✗



Characteristics

- "Tall and skinny" detached units are out of scale adjacent buildings
- Three stories, high lot coverage
- Frontage dominated by parking with driveway that does not create pedestrian-friendly public realm

Criteria of MMH	
In a Walkable Context	✗
Multiple Units	✓
House-Form Building	✗
Pedestrian Building Frontage	✗
Parking behind Front Facade	✗

2.6 Local Missing Middle Housing Examples

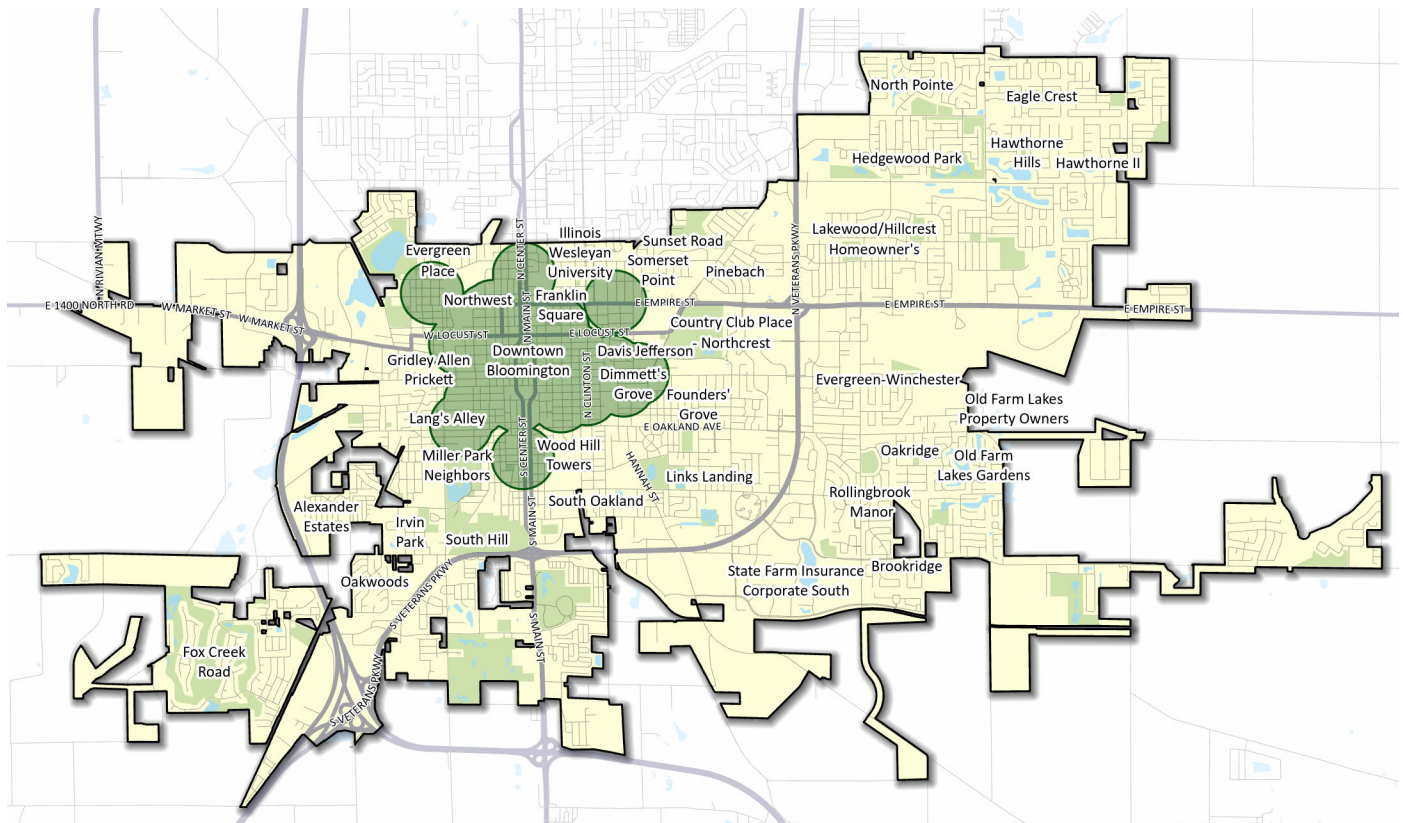


Figure 2.13 Existing MMH types in Bloomington Map.

Key

 Areas with Existing MMH

Local Examples

Like most cities built before the 1940s, Bloomington includes many examples of MMH types. These types are found primarily in older neighborhoods adjacent to downtown or smaller neighborhood centers. Before the widespread adoption of automobiles, housing needed to be located close to areas where jobs were concentrated, since long commutes were inconvenient or infeasible. These housing types played a critical role in providing housing for workers and offering opportunities to build generational wealth. Even though historic examples of MMH exist in these neighborhoods, the zoning no longer allows them to be built easily.

Why Did They Go Missing?

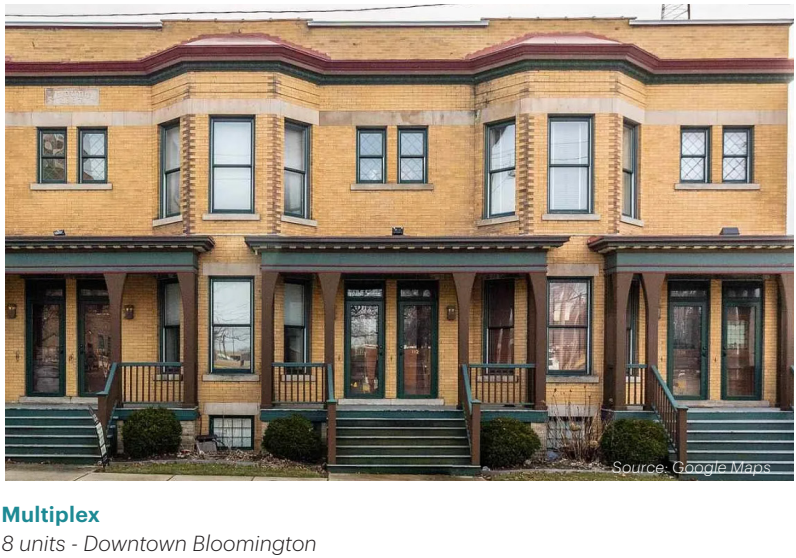
Changes to zoning codes, incentives from the federal government to build single-unit homes, and changes to the real-estate finance landscape made it either impossible or financially unattractive to build smaller, multi-family housing products. Municipalities rarely allow these types by-right and instead require developers to undergo lengthy or unpredictable processes to approve the construction of these types. However, recent shifts in consumer demand and new ways of thinking about zoning are encouraging cities to consider new opportunities to invest in MMH projects.

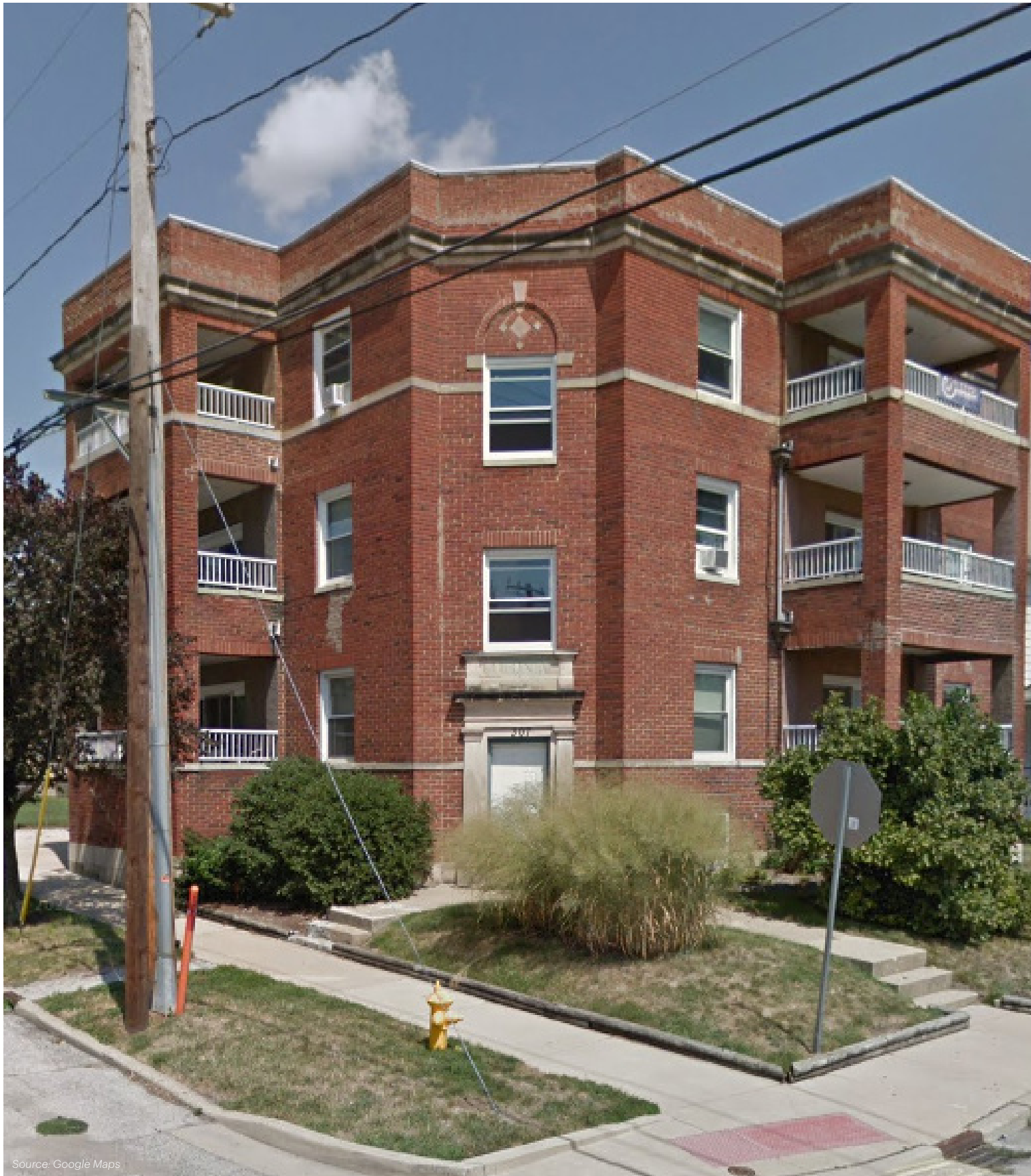
 CLOSER LOOK

How to Identify MMH Building Types

Taking an inventory of existing MMH types is a key step in creating new standards. Many existing MMH types may be non-conforming with current zoning, or may have been converted into other uses, such as a single-unit home or offices. Mailboxes, electrical and gas meters, and window type/

composition on the facade can indicate a Missing Middle type. Existing Missing Middle types can provide guidance for calibrating zoning standards. Photo documentation also helps to inform standards, as well as providing examples of intended building form and character.





Source: Google Maps



Missing Middle Ready Areas

CHAPTER

3

In this chapter

- | | |
|---|----|
| 3.1 Missing Middle Housing-Ready Neighborhoods | 52 |
| 3.2 Transforming Auto-Dependent Locations for MMH Applications | 58 |

3.1

Missing Middle Housing-Ready Neighborhoods

MMH works best in walkable environments, and in turn supports walkability. The analysis identifies existing walkable centers and neighborhoods in Bloomington.

Neighborhood Patterns

Missing Middle Housing types are most successful when located in an existing or newly built walkable context. Buyers and renters of these housing types are looking for walkability and are willing to make trade-offs on other housing features, such as unit size. For most cities, including Bloomington, the most walkable neighborhoods are those located near downtown around the City's historic core.

Missing Middle Housing types can be built in an auto-oriented context, but they will not attract the same kind of buyer or renter, will not deliver more compact, sustainable patterns of development, and will not achieve the same returns or rents for developers. The higher the walkability of a project context, the smaller

the units can be, and the less off-street parking is needed, which can improve the attractiveness of Missing Middle types for developers.

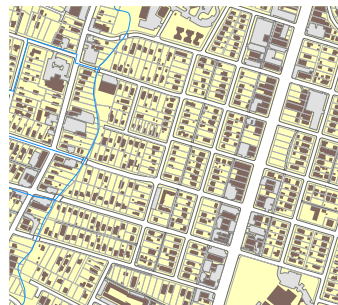
Like most mature cities, Bloomington's walkable urban core and traditional neighborhood areas are surrounded by newer neighborhoods characterized by a pattern of development that is more oriented toward automobile use. In many instances, these neighborhoods share many of the same walkable characteristics as the core and traditional neighborhoods to which they are adjacent, but certain walkable elements may be missing or may suffer from under-investment. In these neighborhoods, incremental changes can improve walkability to make these areas "Missing Middle Housing-Ready."

Q CLOSER LOOK

What Does "Walkable" Mean?

For the purpose of this report, walkable describes places where a person can access most daily needs within a ten-minute walk or ½ mile from housing. These environments allow for use of automobiles but do not require one for every trip.

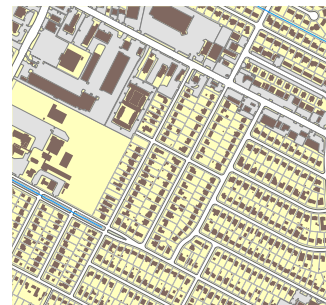
Walkable does not mean recreational walking such as on paths and trails, but rather walking to a destination like work, services, a coffee shop, restaurants, bars, entertainment, and other amenities.



Ideal for MMH

Walkable

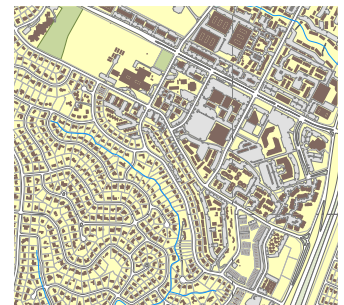
Small block lengths, a well-connected street network, and nearby services, shops, and restaurants on a local main street support a high degree of walkability for this historic neighborhood.



Appropriate for MMH

"MMH-Ready"

A well-connected street network with a mix of block lengths provides a walkable foundation that will support Missing Middle Housing types and enable pedestrian-scale redevelopment of adjacent commercial parcels.



Not Appropriate for MMH

Automobile-Oriented

Minimally-connected streets with frequent cul-de-sacs and commercial areas accessible primarily via higher-speed roadways do not provide a successful environment for Missing Middle Housing.

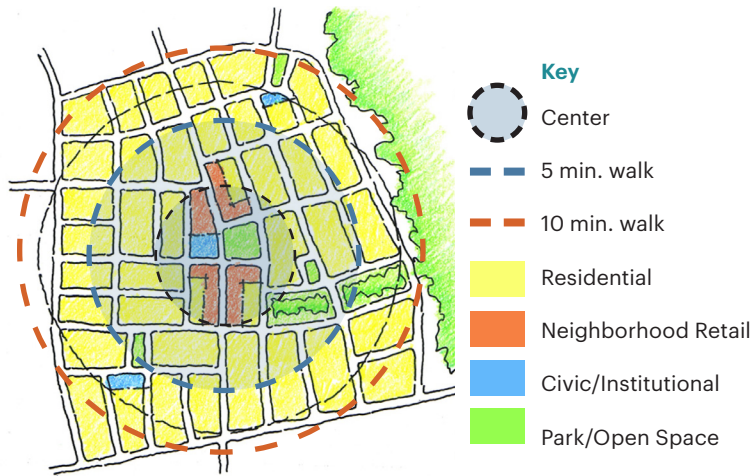


Figure 3.1 Proximity to neighborhood retail, open space, and civic buildings helps to support walkable, MMH-Ready neighborhoods.

What Are the Characteristics of a MMH-Ready Neighborhood?

■ **Smaller block sizes** that allow for better street network connectivity. Smaller block patterns encourage walkability by providing more route choices and reducing the walking distance to get between destinations. In general, dead-end streets, cul-de-sacs, and looping streets diminish an area's walkability, while through-streets tend to increase walkability.

■ **Access to bicycle routes** to provide an alternative to driving for longer-distance destinations. Safe, convenient, and well-connected bicycle facilities provide transportation options for destinations that are too far away for walking.

■ **Accessible to mixed-use areas** that make it possible to satisfy most daily needs — living, working, playing, shopping, dining, worshipping, and socializing — without needing to leave the neighborhood. While commuting for work, school, and special trips may still require transit or a car, most of the daily needs should be accessible within a ten-minute walk or ½ mile from housing.

■ **Appropriate zoning** that allows for a variety of housing types and encourages compact development to support walkability.

■ **Small to medium lot sizes** that promote house-scale development and disincentivize large tracts of identical housing types, where repetition of building forms leads to a diminished public realm.

■ **Walkable Centers** that provide various amenities within a walkable distance. See the following pages for more about Bloomington's walkable centers.

What is a Walkable Center?

Typically, MMH-Ready Neighborhoods are areas that are anchored by “walkable centers.” Walkable centers are areas that provide amenities such as shopping, services, transit, food, and employment within a walkable distance. A walkable center can be either a small group of parcels (Neighborhood Center), or as big as a downtown. The point is that for MMH to be successful, MMH needs to be within a short walking distance of vibrant centers with some or all of these amenities: food, shops, services, transit, and entertainment.

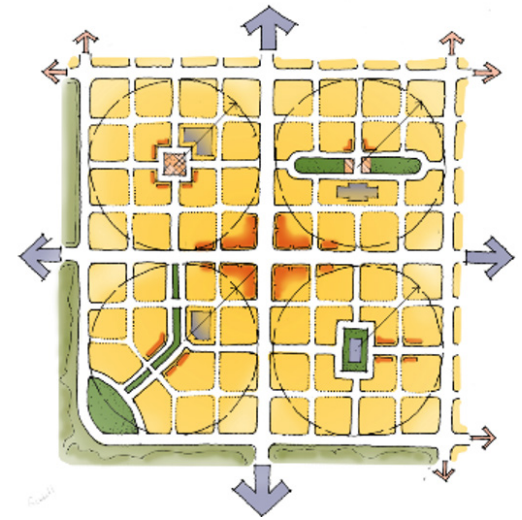


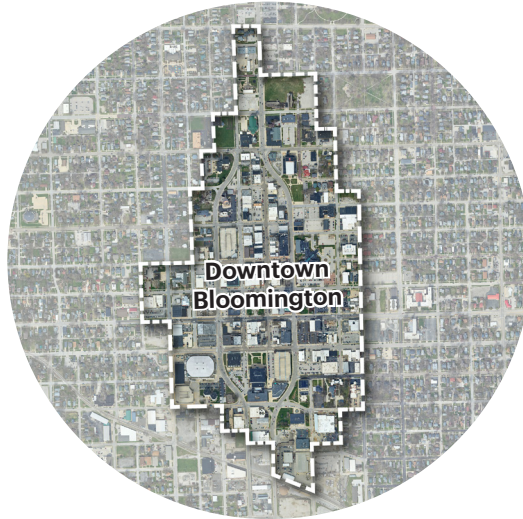
Figure 3.2 How multiple walkable neighborhoods form a walkable environment around the intersection of two major roadways.



Figure 3.3 Walkable Centers buffers.

What are Bloomington's Existing Walkable Centers?

In Bloomington, existing walkable centers can be grouped into three categories:



Downtown Bloomington

A citywide destination for retail, food uses, service, employment, entertainment, and recreation that is supported by surrounding neighborhoods with mixed-density housing.

Institutional

College/university campuses, business parks, hospital complexes, and other destinations which large numbers of people spend the day traversing on foot—regardless of how they arrive.



Neighborhood Center

A neighborhood destination of food, shops, and services that provides convenient services to the immediately adjacent residential neighborhoods. A neighborhood-serving destination is smaller and less intense than a community-serving destination.

What are Bloomington's Potential Walkable Centers?

These are centers that require a certain amount of transformation to become areas that best support MMH. Potential walkable centers are grouped into two categories:

Transformable Mixed-Use

A community or regional destination for retail, food, and/or services. While many of these areas in Bloomington provide the mix of uses to be an active destination, they are often auto-oriented and require a car to access the amenities.



Q CLOSER LOOK

Characteristics that prevent these areas from being a walkable center

Potential walkable centers are areas that provide the mix of amenities that create an active destination, but are not fully walkable.

Characteristics of potential walkable centers may include:

- Auto-oriented
- Vacant or underutilized buildings
- Low connectivity to existing residential neighborhoods

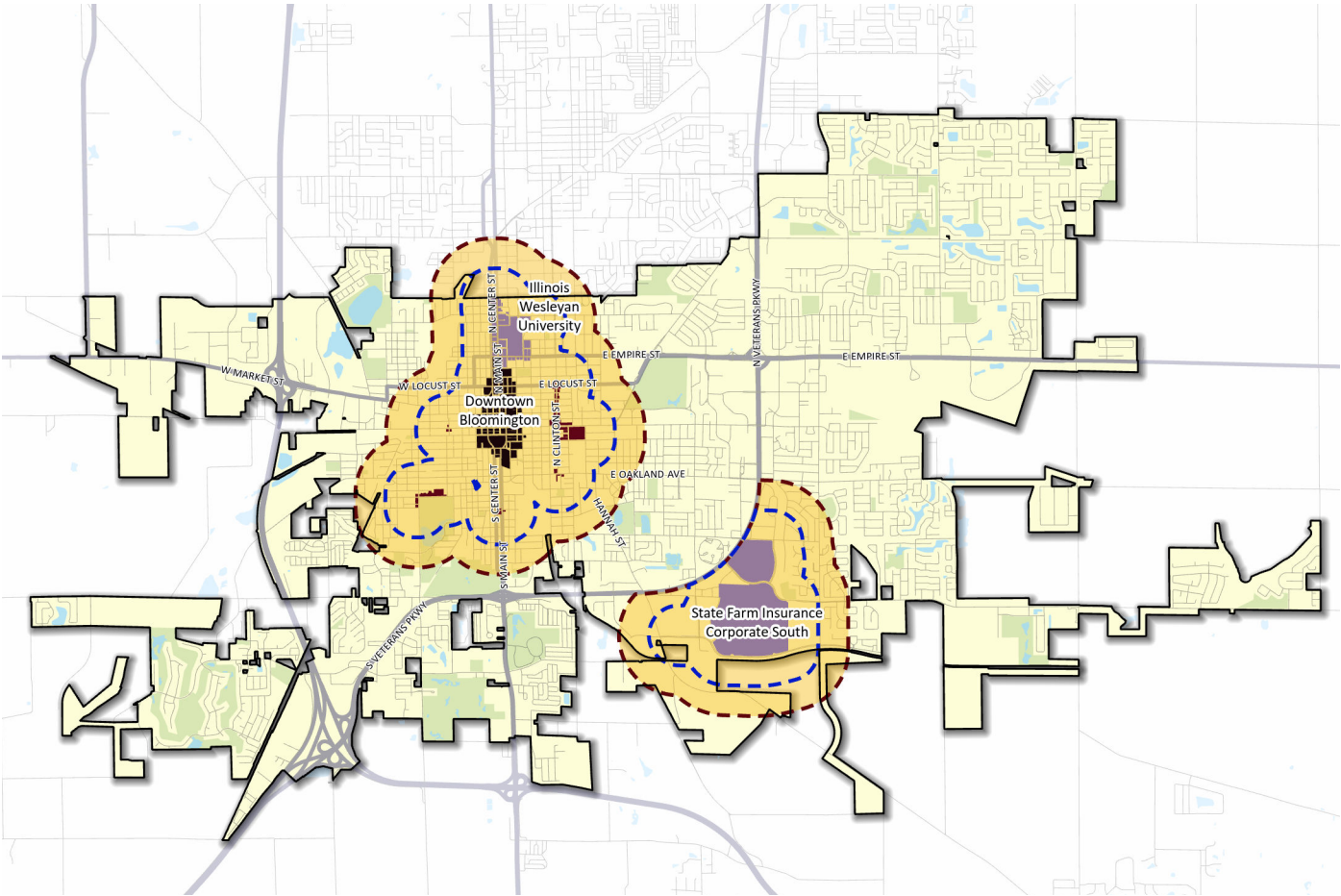


Prospective Center

An area with large amounts of vacant or underutilized land that could be transformed into a community destination that supports a mix of amenities and services for existing and future neighborhoods.

Bloomington's Existing Walkable Centers

Figure 3.4 Bloomington Existing Walkable Centers Map.



Key

- Downtown Core
- Neighborhood Center
- Institutional

Walkable Centers (Existing and Potential)

- 5 min. Walking Distance
- 10 min. Walking Distance, 5 min. Biking Distance

Where are Bloomington's Existing Walkable Environments?

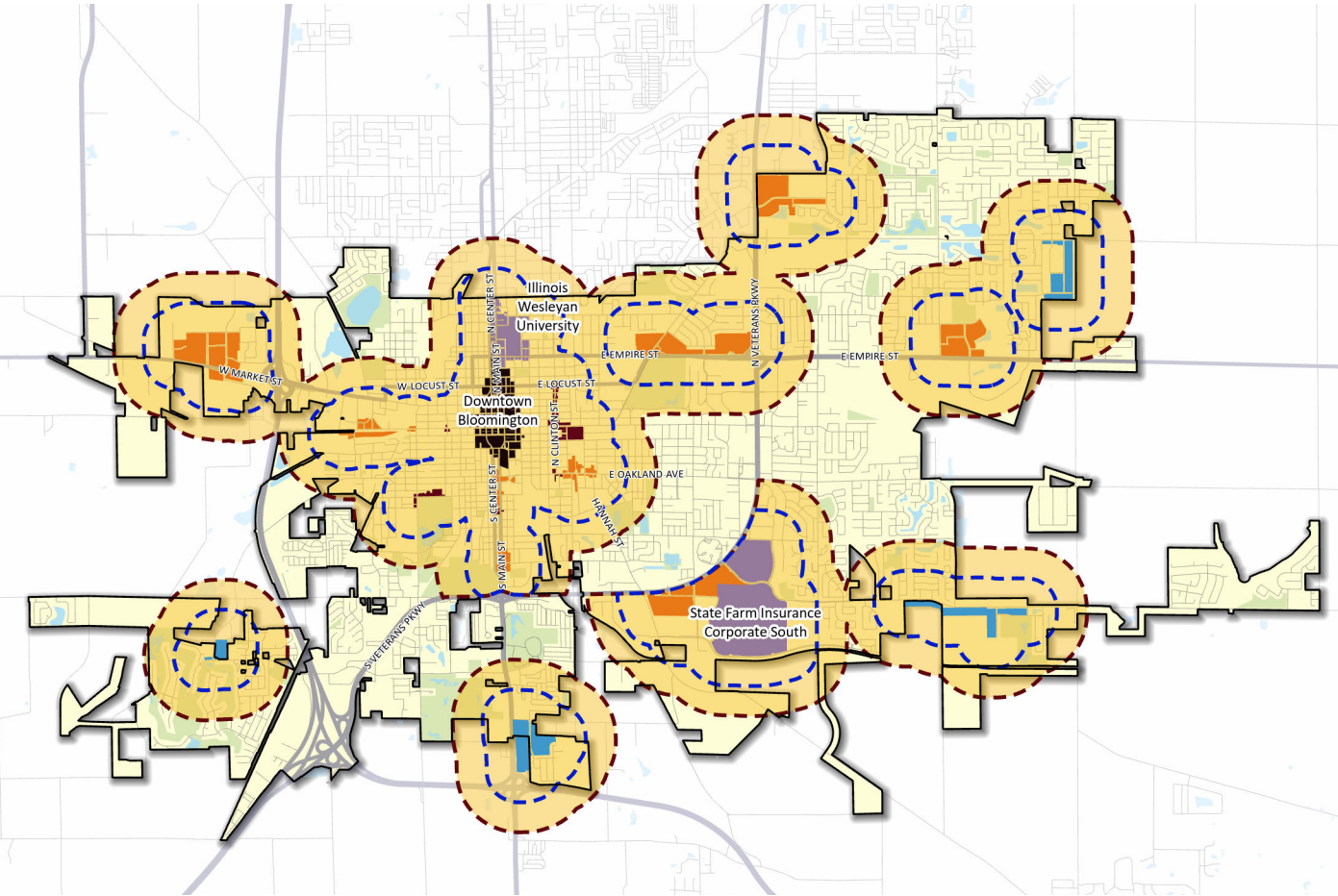
The map shows existing walkable environments in Bloomington within a 5 to 10 minute walking distance surrounding the existing walkable centers identified through this analysis.

Overall, these centers serve as existing walkable, bikeable, or "park-once" destinations where community members can meet multiple daily needs in a single trip. When thriving, they are nodes of activity that enliven a neighborhood.

A 1/4 and 1/2 mile radius drawn around the walkable center shows a 5 and 10 minute walking (5-minute biking) distance from the walkable center. These areas are considered especially good locations for MMH.

Bloomington's Potential Walkable Centers

Figure 3.5 Bloomington Potential Walkable Centers Map.



Key

- Downtown Core
- Neighborhood Center
- Institutional
- Transformable Mixed-Use
- Prospective Center

Walkable Centers (Existing and Potential)

- 5 min. Walking Distance
- 10 min. Walking Distance, 5 min. Biking Distance

Where are Bloomington's Potential Walkable Environments?

The map shows potential walkable environments in Bloomington within a 5 to 10 minute walking distance surrounding the existing and potential walkable centers identified through this analysis.

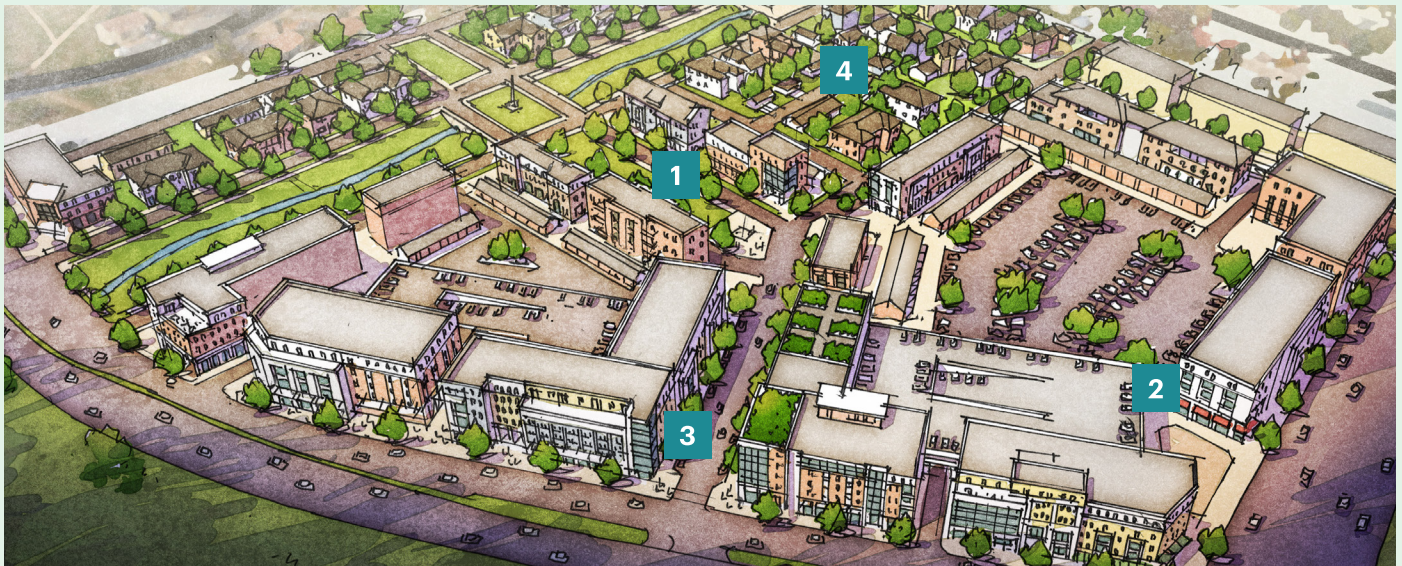
The transformable mixed-use and prospective centers have some aspects of walkable centers but are not fully walkable yet. The approach to transform these centers is further described in Section 3.3.

3.2 Transforming Auto-Dependent Locations for MMH Applications

Creating a New Walkable Center for MMH-Ready Neighborhoods

An important component of walkable neighborhoods is a destination to walk to. Walkable centers provide that destination by creating space for neighborhood-serving retail, services, institutional, and public uses in a pedestrian-oriented environment.

These places already exist near Bloomington's traditional neighborhoods (see Section 3.1, "Bloomington's Missing Middle Housing-Ready Neighborhoods), however in areas outside of the City core, the approach to create such places could involve transforming existing commercial centers, like an old mall or shopping center, or by developing a walkable center on undeveloped land.



Key Elements of A Walkable Center

An example from Austin, TX shows the transformation of a declining shopping center. While the scale of development in Bloomington would likely be different, the following characteristics still apply:

- **Mixed-use** to satisfy the conditions of a vibrant active node that offers a variety of choices, from dining, entertainment, housing and amenities.
- **Pedestrian-oriented** and active public spaces to create a more welcoming and safe environment for residents, employees, customers, and visitors.
- **Multi-modal access** that allows people living nearby to access the walkable center by biking, walking, or driving.
- **Transition areas** to ensure compatibility with adjacent residential neighborhoods.

New or redeveloped walkable centers have the potential to transition an area from an auto-oriented pattern of development to a more walkable environment that can transform nearby areas into MMH-Ready neighborhoods.

Places in Bloomington to Consider for New Walkable Centers

- East Empire St and South Towanda Ave
- Veterans Parkway and South Mercer Ave
- West Market Street and Wylie Dr
- South Main Street Corridor
- General Electric Rd and North Towanda Barnes Rd

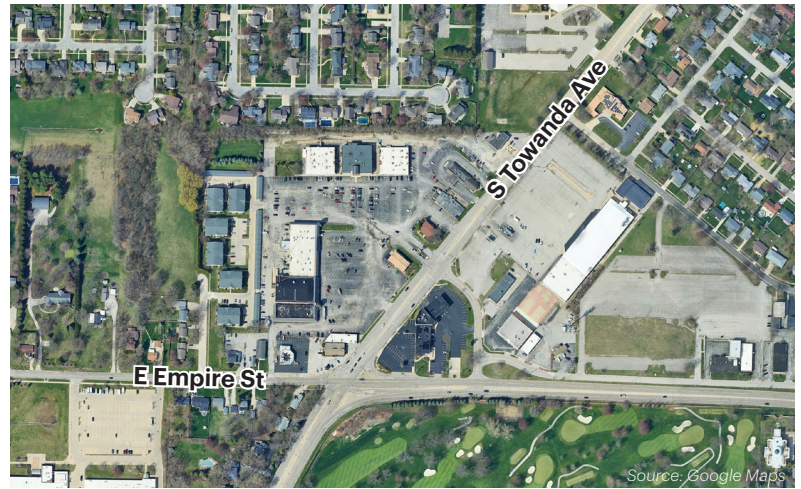


Figure 3.6 Redevelopment of this shopping center could result in a new walkable center surrounded by Missing Middle neighborhoods.



1
Mixed-use center
as the destination



2
Pedestrian-oriented
physical character



3
Multi-modal access



4
House-scale
transitions to adjacent
neighborhoods

One-Size Doesn't Fit All

A walkable center is not limited to a certain size. Smaller centers, like a Neighborhood Center, or a small Neighborhood Main Street can do a lot to support nearby MMH-Ready neighborhoods. These small-scale mixed-use areas can be easily embedded into, or developed adjacent to, residential neighborhoods to provide convenient services for nearby residents, and help meet multiple daily needs in a single trip made by foot, bike, or car. These neighborhood-scale walkable centers

can serve as nodes of local activity that help to enliven a neighborhood and build community.

Smaller block sizes allow for better street network connectivity and encourage walkability by providing more route choices and reducing the walking distance to get between destinations. In general, dead-end streets, cul-de-sacs, and looping streets diminish an area's walkability, while through-streets tend to increase walkability.

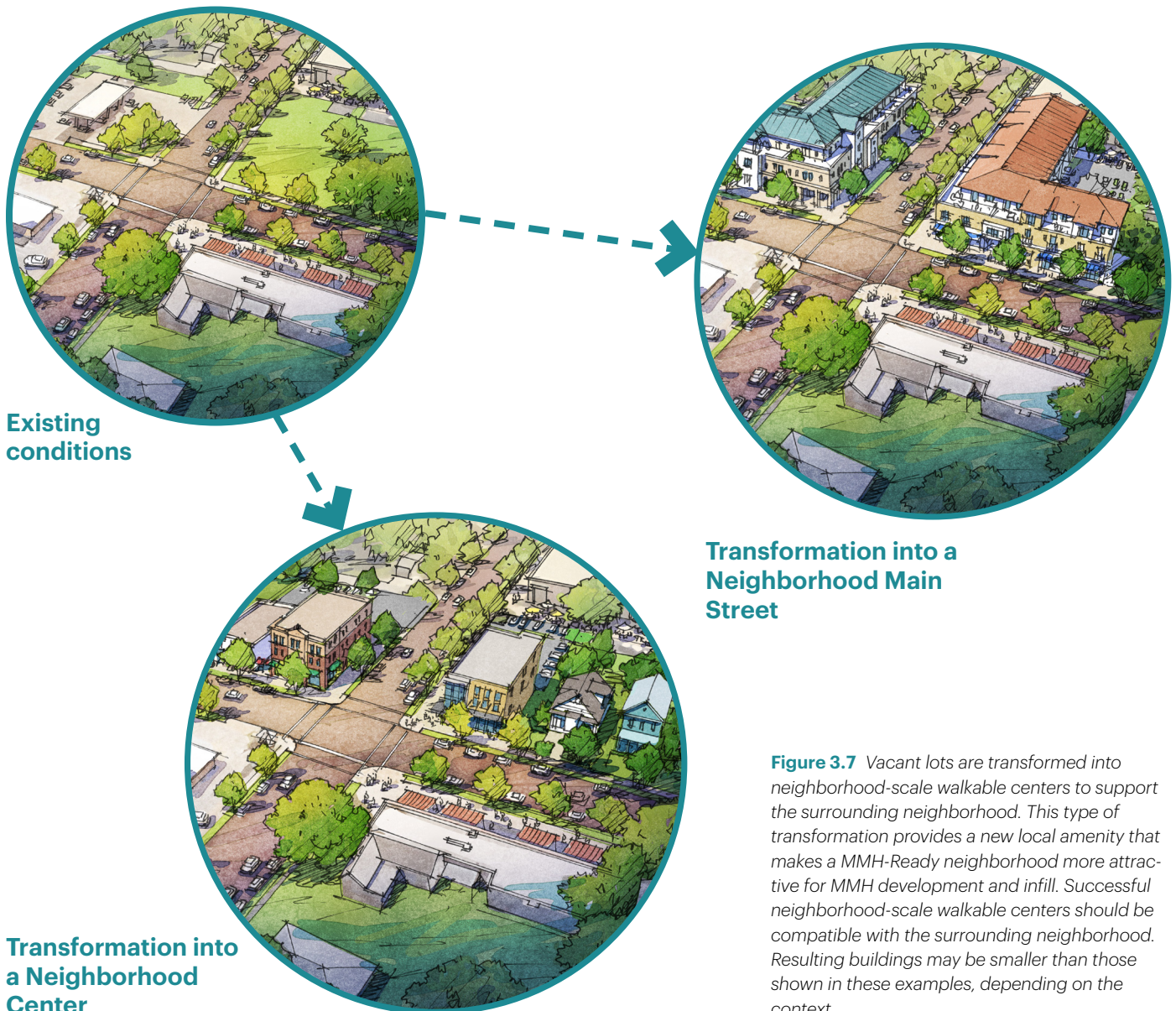
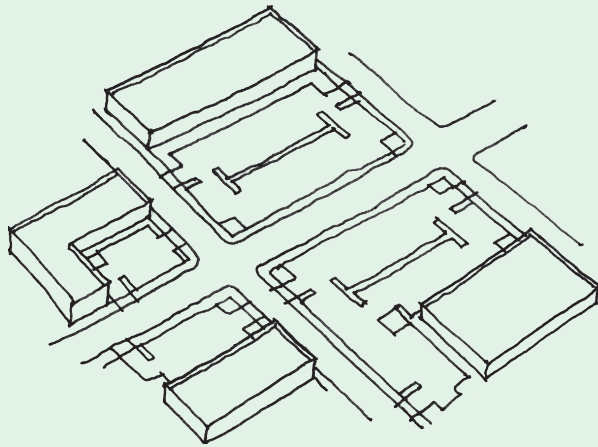


Figure 3.7 Vacant lots are transformed into neighborhood-scale walkable centers to support the surrounding neighborhood. This type of transformation provides a new local amenity that makes a MMH-Ready neighborhood more attractive for MMH development and infill. Successful neighborhood-scale walkable centers should be compatible with the surrounding neighborhood. Resulting buildings may be smaller than those shown in these examples, depending on the context.

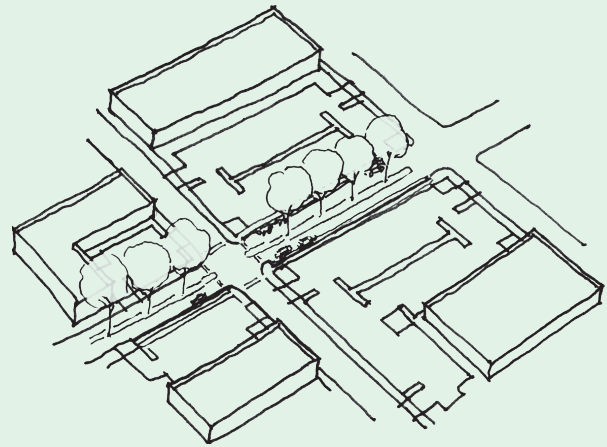
Incremental Change

Small, incremental changes can be just as important in the long run as big, transformative change. The following incremental changes can lay the groundwork for a walkable center that can transform surrounding neighborhoods into MMH-Ready Neighborhoods and create suitable environments for Missing Middle Housing.



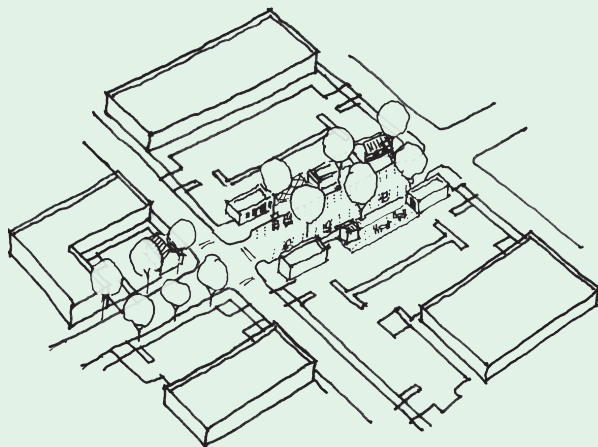
Existing Conditions

Existing big-box and strip commercial center with large parking lots at the front of the lot and little streetscape amenities, such as trees or planter strips.



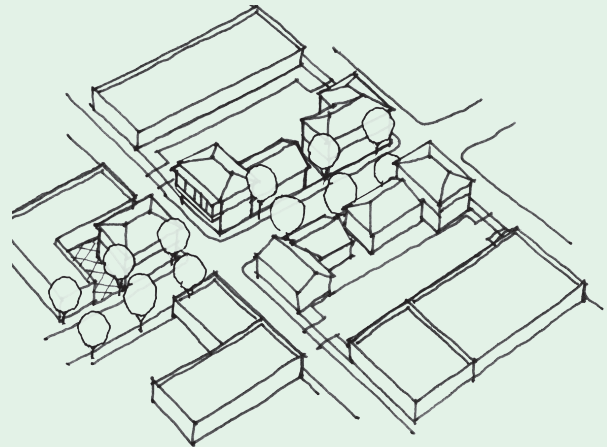
Step 1

Small changes could include landscaping, streetscape improvements and shared roads for bikes and cars.



Step 2

Temporary spaces for businesses at the sidewalk edge can help form a center of activity. These small changes can be made where buildings and lots are privately owned and where major changes in near term are unlikely.



Step 3

Bigger changes may include infill, new development at the sidewalk edge or around public space in areas where there is a desire for development of a more urban character and new buildings.



Source: Google Maps



Analysis of Barriers

CHAPTER

4

In this chapter

4.1 Overview of Barriers Assessment	64
4.2 Policy Analysis: Comprehensive Plan	65
4.3 Zoning Barriers	69
4.4 Barriers Specific to Allowed Density	80
4.5 Barriers Specific to Minimum Lot Area/Width	82
4.6 Next Steps Towards Implementation	84

4.1

Overview of Barriers Assessment

What does the barriers analysis tell us about next steps?

This chapter provides a deeper analysis of the existing policy and zoning in Bloomington. It is important to note that MMH is one tool in the wider toolkit of housing solutions that is needed to provide necessary housing units in Bloomington. The following is an overview of this chapter.

■ Section 4.2 (Policy Analysis)

dives into the Bring it Bloomington! Comprehensive Plan. The analysis identifies how the Plan can be modified and/or be more robust in supporting MMH-specific applications.

■ Sections 4.3 (Zoning Barriers)

provides an in-depth analysis of the residential zoning districts identified as potentially applicable to MMH development. The analysis identifies specific zoning standards that create barriers to MMH development, based on the best practices outlined in Chapter 2.

Preliminary Recommendations

Preliminary recommendations to overcoming identified barriers are provided throughout this Chapter. These recommendations are based in best practices and broad experience implementing these strategies to expand housing choices across the country. However, these solutions have not been tested specifically for the physical and market conditions of Bloomington. Further analysis is recommended, as referenced in 4.7 (Next Steps), in order to confirm and calibrate recommendations for Bloomington's different neighborhoods.

Additionally, as future regulatory amendments or housing strategies develop fully, a displacement mitigation study should be taken into consideration to avoid adverse and/or inequitable effects on the community that these changes are meant to benefit.

4.2 Policy Analysis: Comprehensive Plan

The following analysis identifies barriers and providers consideration for enabling MMH within current policy.

"Bring it Bloomington!", the City's Comprehensive Plan (referred to as "the Plan" going forward), sets the vision and policy goals for the growth of the City through 2035. The Plan seeks to connect economic expectations with a framework for future development. To further clarify that understanding of potential development projections, the Regional Housing Market Analysis identifies that McLean County's population will grow by over 10,000 residents with a need for 4,300-4,800 more housing units over the next 5 years.¹

In the Plan, Chapter 4: Neighborhoods and Chapter 11: Future Growth & Land Use Plan provide direction on how and where growth will likely happen, including identifying new and priority development areas. Any future zoning changes, especially those that affect housing, should consider the objectives set forth in the Comprehensive Plan to align with community vision and needs.

Neighborhood Classifications

The Plan identifies four broad neighborhood classifications to calibrate growth and development strategies to the unique housing needs, anticipated degree of change, and existing built context of each neighborhood type. The following is an analysis of how middle housing fits into the specific strategies laid out in the Plan for each neighborhood type, namely, Emerging Areas, Regeneration Areas, Preservation Areas, and Stable Areas.

Emerging Areas

■ **Considerations.** Emerging Area neighborhoods include multiple land use types that MMH would fit into which include New Neighborhoods and Commercial Activity Centers. The goals of new neighborhoods explicitly states the desire to include a variety of housing options near commercial services that are built at a walkable and bikeable human scale "that meets the needs of people of all ages and abilities."

■ **Barriers.** The Plan identifies potential patterns of development for Emerging Areas, including a typical suburban pattern, traditional neighborhood design (TND), and cluster or conservation-oriented development. However, it doesn't give clear direction on which pattern should be prioritized for Emerging Areas. While the Plan calls for housing choice, it doesn't specifically state which housing types are desired.

■ **Opportunities.** The Plan should establish clear steps and standards for implementing walkable and mobility-friendly patterns of development, especially for new neighborhoods and centers. Emerging Areas offer prime opportunities for pilot projects. The City should encourage developers of Emerging Areas to understand how walkable infrastructure and MMH could fit within new neighborhoods to produce more attainable and livable outcomes. Additionally, as new Commercial Activity Centers and Employment Centers are

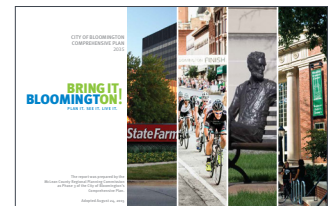


Figure 4.1 [Bring it Bloomington! Comprehensive Plan, 2015](#)

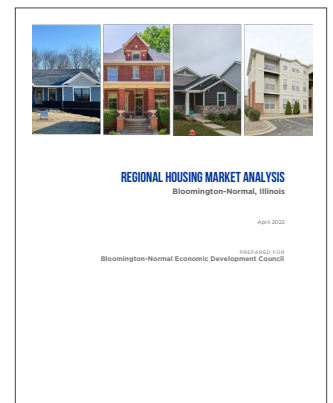


Figure 4.2 [Regional Housing Market Analysis, Bloomington-Normal, Illinois, 2022](#)

Sources:

¹ *Regional Housing Market Analysis, Bloomington-Normal, Illinois, 2022*

CLOSER LOOK

Many of the goals established in the Neighborhoods Chapter directly support MMH including:

- **N-1.1:** Enhance the livability of all Bloomington neighborhoods.
- **N-1.2:** Prioritize, with urgency, the revitalization of the neighborhoods in the Regeneration area.
- **N-1.4:** Identify opportunities to gradually transition the low density residential developments in the Stable Areas into mixed use, walkable neighborhoods that appeal to all residents.
- **N-1.5:** Promote creation of connected neighborhoods, focused on people, rather than isolated subdivisions in the Emerging Areas.

established, they should be supported by MMH that can help transition into the adjacent neighborhoods.

Regeneration Areas

■ **Considerations.** The Regeneration Area, defines much of the west side of Bloomington between downtown and 1-55/74 which could accommodate a mix of residential uses. Existing parcel sizes are varied, ranging from 30'–150' wide. Smaller lot sizes are typically located closer to downtown and are often legally non-conforming per current standards. The Plan states that there is a high percentage of rental units in this area, as well as multi-family conversions. It is unclear from the Plan whether the perceived impacts are supported by permit and enforcement data. However, revitalization of this area is a high priority for the City.

■ **Barriers.** Although MMH could work well to foster varied densities and housing choices, it will be important to consider how new development may impact areas of the City that have seen disinvestment. Additionally, as the Comprehensive Plan states, “declining property rates make it very difficult not only to attract new investment but also for current homeowners to invest in their properties.”

■ **Opportunities.** MMH is an important part of the solution for revitalizing Regeneration Areas. Typical lot sizes throughout this part of the City should be tested to understand the viability of different MMH building types. Duplex and up to small multiplex could fit on smaller infill parcels while maintaining the scale and character of the existing neighborhood. Cottage courts and

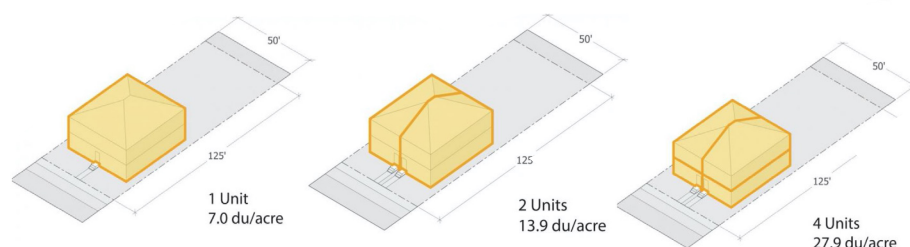
townhomes would likely fit on many of the wider 150' parcels. These tests should include financial analysis to understand what the appraisal gap may be and identify resources to overcome this gap, including incentives to support local development of these types.

The City should lead community conversations with neighborhood groups and local institutions to guide development of catalyst sites and strategies for broader infill development, such as pre-approved housing designs for small lots, ADUs, and small multi-unit housing types. As zoning is modified in these areas, additional policy should be established to protect existing homeowners and renters in this area, as well as support the rehab of older single-family and multiple-family buildings.

Preservation Areas

■ **Considerations.** The Preservation Area encompasses much of the east side of Bloomington between downtown and Veterans Parkway. This area is home to many examples of older MMH, as well as several historic districts. The street and block pattern is conducive to multi-modal transportation. Existing parcel sizes typically range from 40'–60' wide with depths between 80–140'. Lots towards the easternmost edge of this area have slightly larger parcels up to 65' x 130'. Similar to the Regeneration Area, the Plan suggests that multi-family conversions are a challenge in these neighborhoods. While there is an emphasis on preservation, the future land use plan identifies opportunities for a variety of densities, including mixed-use, medium, and high-density housing.

Figure 4.3 Lower-intensity MMH types deliver greater attainability and housing diversity while maintaining the same form as single-family houses (right).



MMH is very suitable for areas with a high concentration of historic homes since many existing MMH types already found in these historic neighborhoods.

■ **Barriers.** Although small MMH types could work well on these lots, the Comprehensive Plan does not explicitly identify MMH as an expectation and targets multi-unit conversions as problematic, which will likely create some misconceptions about the new development of MMH types.

■ **Opportunities.** It will be important to balance the goals of preservation with the demand and opportunity for new housing in these neighborhoods. Opportunities for the sensitive infill and allowance for duplexes, triplex/fourplex, and accessory dwelling units should be tested and visualized on typical lot sizes. Form controls and clear regulations that dictate the building footprint, massing, and frontage of new development can ensure that new development fits within the existing context. While conversion should be better regulated to promote good design and livable outcomes, it should be reconsidered as a tool to encourage smaller units while protecting some of the older housing stock.

Stable Areas

■ **Considerations.** Stable Areas identified in the Plan, including many neighborhoods located further from downtown with more suburban development patterns. The majority of lots are larger parcels situated with large single-family homes. There are some examples of newer townhome developments and large apartment complexes, typically surrounded by parking. These areas offer less connectivity and less support of walkability or alternative modes of transportation. Except for isolated instances, these are not priority areas for redevelopment.

■ **Barriers.** The separation of land uses and disconnected neighborhoods with street patterns that are auto-centric are less supportive of MMH. If future housing choices are desired, the City would need additional strategies to transform auto-centric areas (See Chapter 3) into more walkable environments that support a mix of housing choice, although the Plan does not explicitly state whether this is a desired goal area for these areas.

■ **Opportunities.** Consider clarifying the level of transformation desired within these areas of the City. Additionally, areas that are located along or near key corridors, commercial nodes, or employment centers could likely support additional housing types. Certain lower-intensity MMH types—including duplexes, townhouses, cottage courts, and even fourplexes—can work well even in suburban-style neighborhoods. In such environments, these types make housing more attainable, while the additional parking demand can still be accommodated on typical residential lots. Consider establishing a set of housing types that may be allowed citywide without limiting their applicability to walkable areas, as identified in this study.

Future Land Uses

The following future land uses described in Chapter 11 provide direction on future residential uses, including the location and type of housing, both existing and anticipated, in Bloomington. The Plan calls out that “Infill and redevelopment opportunities should be the highest priority for development activity, along with the build-out of areas already platted but not yet completed.” MMH can play a key role in the development of these areas of the City while also supporting the goal of maintaining “Bloomington’s small town feel with big city amenities.”

Residential Land Use

■ **Considerations.** Priorities for future development described in the Plan support walkable environments and specifically call out that the community desires a range of housing choices. Residential land uses identify an intended scale for housing based on varying densities, including:

- Low Densities - Under 8 du/ac
- Medium Densities - 8 to 20 du/ac
- High Densities - Greater than 20 du/ac

Areas with high density should be located near regional and employment centers. These areas could support most MMH types and should be explored further to substantiate the direction of the future land use plan.

■ **Barriers.** Although MMH could support more housing choices and help meet many of the housing goals called out throughout the Plan, the density ranges are limiting for most MMH and will continue to set an expectation for low-intensity, sprawl development. See Section 4.4 for typical density ranges for each MMH type. The future land use plan chapter does not explicitly identify MMH as an expectation or describe what development patterns align with these anticipated densities.

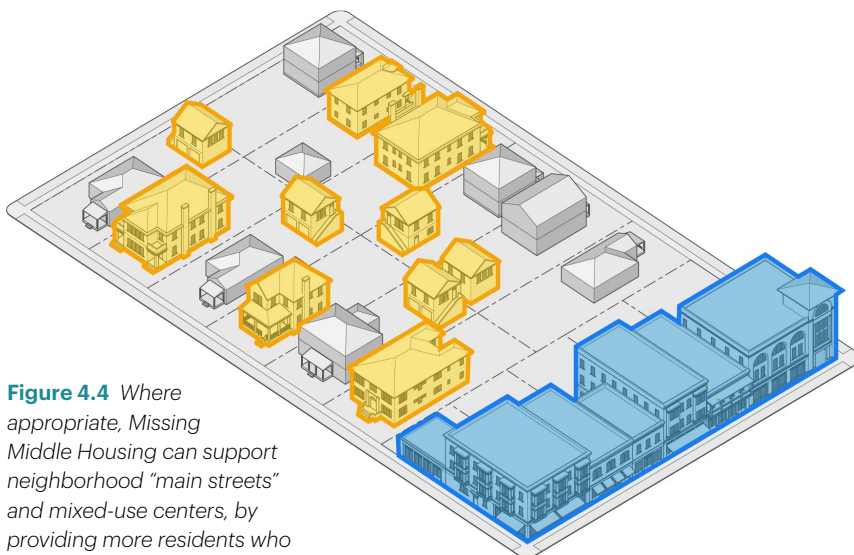


Figure 4.4 Where appropriate, Missing Middle Housing can support neighborhood “main streets” and mixed-use centers, by providing more residents who rely on business, jobs, and other amenities in these centers.

■ **Opportunities.** Consider clarifying in the Plan which MMH types are intended within each residential land use category. Remove or adjust density ranges to accommodate a broader range of housing. Medium density residential land uses near downtown could support MMH types including townhouses, duplexes, triplex/fourplexes, and multiplexes. Low density residential areas could support duplexes and accessory dwelling units as well as some triplex/fourplexes, especially in neighborhoods closer to mixed use, neighborhood commercial, regional commercial, or employment centers.

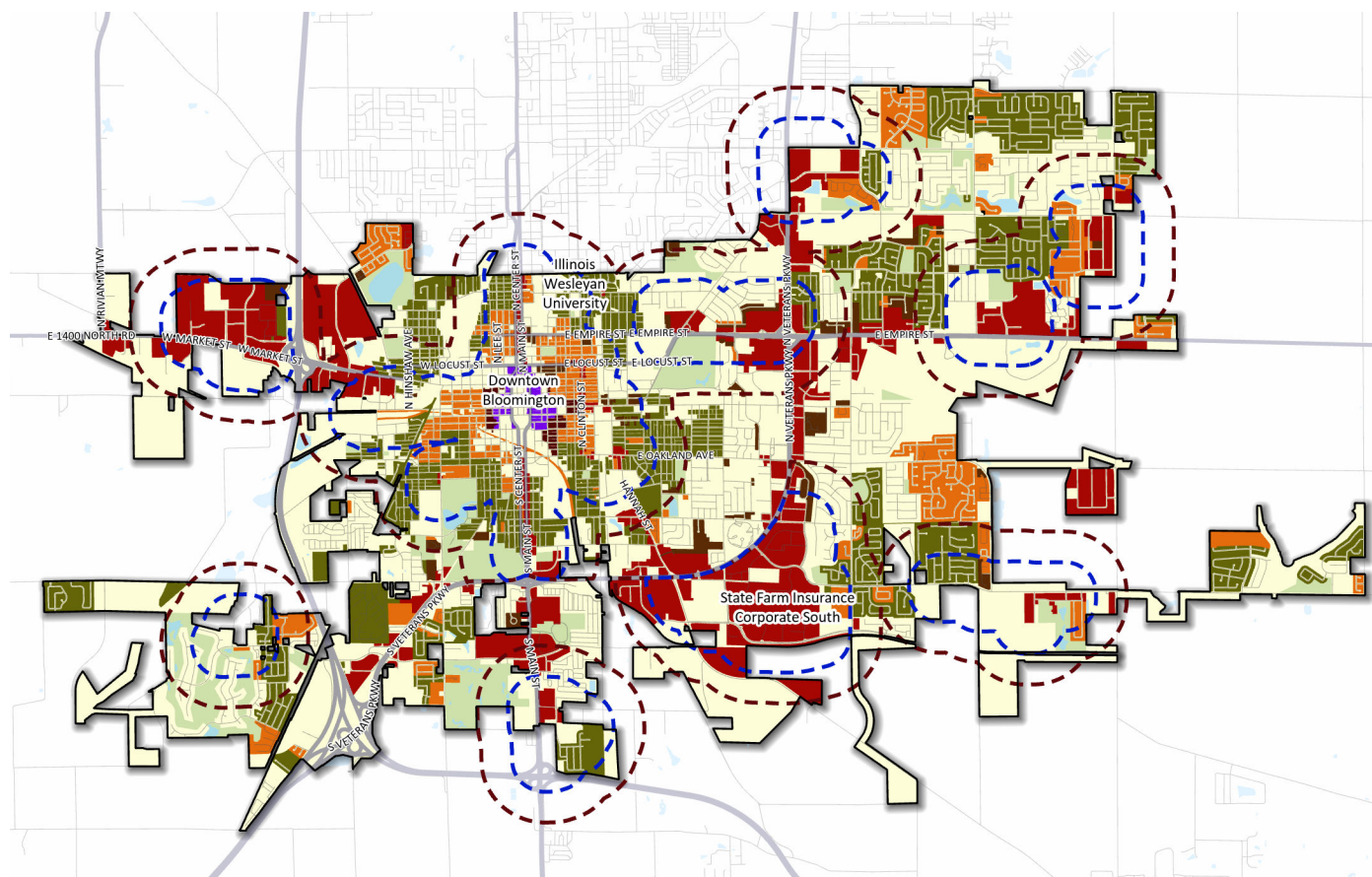
Mixed Land Use

■ **Considerations.** This category includes areas that could support a wide variety of both commercial and residential uses, such as Downtown District, West Market Street to Avalon Way, Towanda Avenue, East Empire from Towanda Avenue to Towanda-Barnes Road, and Veterans Parkway.

■ **Barriers.** The Plan identifies a need and/or desire for a future mix of uses within these key locations and to further support downtown, but does not specify what intensities or building types are anticipated. Downtown development will likely look and require a different set of considerations than sites designated mixed land use but located further from the core.

■ **Opportunities.** While many of these areas may be able to support larger mixed-use or multi-unit building types, considerations should also call out upper and medium MMH types that could support more incremental infill opportunities. Additional testing should be done to understand the housing and infrastructure capacity available on underutilized lots in the downtown, as well as the feasibility and attainability of different product types. The Plan should articulate how more units would benefit from being near existing amenities and institutions.

4.3 Zoning Barriers



Key

	R-1C		R-D
	R-2		D-2
	R-3A		B-1

Walkable Centers (Existing and Potential)

- 5 min. Walking Distance
  10 min. Walking Distance, 5 min. Biking Distance

The following analysis identifies potential barriers and solutions for MMH within the current City of Bloomington's Zoning Ordinance.

Bloomington's Residential Zones

The map shows the six zoning districts selected by Staff to analyze for regulatory barriers in relation to the existing and potential walkable centers identified in Chapter 3.

The analysis identifies potential barriers to MMH types considering building form and placement, parking, and lot size standards within each districts as well as use-specific standards.

The identified walkable centers and the following recommendations for the zoning districts may be used to inform future amendments to the zoning ordinance to allow MMH types in areas where walkable transformation may occur.

Summary of Barriers

The table below summarizes Section 4.3 to graphically represent the various types of barriers to MMH within the selected zoning districts in the Bloomington Zoning Code and which of the nine MMH types are possible under the current zoning regulations.

Summary of Regulatory Barriers for Housing in Bloomington						
Development Standards						
	R-1C	R-2	R-3A	R-D	D-2	B-1
Lot Width Minimum	✗	✗	✗	✓	✓	—
Lot Area Minimum	✗	✗	✗	?	—	—
Additional Lot Area Minimum per Dwelling Unit	✗	✗	✗	✗	—	—
Setbacks Minimum						
Front Setback	✗	✗	✗	?	✓	✗
Side Setback	✓	✓	✗	?	✓	✗
Rear Setback	✓	✓	✗	?	✓	✗
Floor Area Ratio (FAR)	—	—	✗	—	—	✗
Building Height Maximum	✓	✓	?	?	?	?
Permitted Residential Uses (MMH Types Allowed)	✗ (0 of 9)	✗ (2 of 9)	✗ (7 of 9)	✗ (7 of 9)	✗ (8 of 9)	✗ (0 of 9)
Min. Parking Spaces per Unit	✗ Too high ¹	✗ Too high ¹	✗ Too high ¹	✗ Too high ¹	✗ Too high ¹	✗ Too high ¹

Key

✓	Enables All MMH Types	?	Unclear/Potential Barrier
✗	Barrier to some MMH types	(# of 9)	Standard is a barrier to "# of 9 MMH Types
✗	Barrier to most MMH Types	—	Does not regulate

Note:

¹Parking minimums for multiple-family dwellings are required by bedroom number. Multiple-family dwellings with 1 bedroom require 1.5 spaces per unit, and 2 or more bedrooms require 2 spaces per unit. A requirement of more than one on-site parking space per unit is generally considered a barrier to MMH.

R-1C: Single-Family Residential District

The intent of the R-1C district is to support “higher-density single-family detached dwelling units” with a mix of two-family dwelling units.

■ Allowed Uses.

This zone only allows detached single-family houses by-right and allows two-family only as a special use. Duplexes are the only MMH types considered for this district, but even two units require special use, which can add a discretionary review, cost, and time.

Preliminary recommendations: Allow “house-scale” MMH types by-right, including duplexes, townhouses, and cottage developments.

■ Lot Width.

The minimum lot width in R-1C is 50 feet. While the minimum lot width is compatible with lower-intensity MMH types, the stacked duplex or small single-family houses could comfortably fit on smaller widths that exist in many of Bloomington’s neighborhoods.

Preliminary recommendations: Consider reducing the minimum lot width. See the palette of MMH types in Chapter 2 for a recommended range of lot widths that coordinate with the desired building types.

■ Additional Lot Area per Dwelling.

The minimum lot area per dwelling in R-1C is 5,400 sf, which translates to a resultant density of 8.1 du/ac. Further, many existing lots within this zone are smaller than this minimum. Most MMH types would not be permitted on typical neighborhood lots (i.e., 50’ wide lots) because the minimum lot area per dwelling is too high, requiring consolidation of multiple lots.

Preliminary recommendations: Remove minimum lot area per dwelling. See the Barriers Specific to Allowed Density in Section 4.5, even the smallest MMH

buildings produce densities much higher than 8 du/a.

■ Yard Setbacks.

R-1C has 25 ft minimum front setbacks, 6 ft minimum side setbacks, and 25 ft minimum rear setbacks. These higher front setbacks may prevent some MMH on shallow lots by reducing the amount of developable land or where parking is needed to fit in the rear yard.

Preliminary recommendations:

Consider reducing the front setback where appropriate or allowing an average front setback to provide more flexibility in aligning with the existing context, similar to the average front setback standards used in the R-D district.

R-2: Mixed Residence District

The intent of the R-2 district is to support “a mixture of housing types at a high single-family and a low multiple-family dwelling unit density”.

■ Allowed Uses.

This zone allows single-family and two-family dwellings. Single-family attached and multiple-family dwellings are allowed only as special uses. Duplexes are the only MMH type allowed by-right. Townhouses, triplex/fourplexes, and small multiplexes require a special use which add discretionary review, cost, and time.

Preliminary recommendations: Allow “house-scale” MMH types by-right, including duplexes, townhouses, triplexes/fourplexes, and cottage developments. Consider allowing small multiplexes.

■ Lot Width.

The minimum lot width in R-2 for single-family residential uses is 50 feet and 75 feet for townhouses and multiple-family residential uses. The minimum lot width for townhouses and multi-family residential uses is high and prevents many MMH types, including duplexes and triplex/fourplexes.

Terminology

This analysis assumes that “two-family” includes MMH types duplex side-by-side and duplex stacked, “attached single-family” includes MMH types Townhouse Small and Townhouse Large, and that “multiple-family” includes the remaining MMH types - triplex/fourplex, small and large multiplexes, and courtyard buildings.

The palette of MMH Types ranges from buildings with 2 units to courtyard buildings with up to 20 units and represents a resultant density range of 8 to 64 du/ac.



Preliminary recommendations: Reduce or remove lot width minimums that are specific to Townhouses and multi-family residential uses. See the palette of MMH types in Chapter 2 for recommended ranges of lot widths.

■ Lot Area.

The minimum lot area for single-family residential uses is 6,600 sf, and 7,000 sf for townhouses and multiple-family residential uses. Most MMH types would not be permitted on typical neighborhood lots because the minimum lot area is too high. Requiring the consolidation of multiple lots adds considerable cost to a small MMH project.

Preliminary recommendations: Remove or reduce minimum lot areas and instead regulate by lot widths that are compatible with the desired MMH types. Consider analyzing existing lot widths that are most prevalent in R-2 to understand which building types fit best on typical parcels.

■ Additional Lot Area per Dwelling Unit.

The minimum lot area per dwelling unit is 3,300 sf, which translates to a resultant density no higher than 13.2 du/ac. Most MMH types would not be permitted on most neighborhood lots in this district because the minimum lot area per dwelling is too high, requiring consolidation of multiple lots.

Preliminary recommendations: Remove the requirement to increase lot size for additional units. See the Barriers Specific to Allowed Density in Section 4.5.

■ Yard Setbacks.

R-2 has 25 ft minimum front setbacks, 6 ft minimum side setbacks, and 25 ft minimum rear setbacks. These higher front setbacks may prevent some MMH on shallow lots by reducing the amount of developable land or where parking is needed to fit in the rear yard.

Preliminary recommendations:

Consider reducing the front setback where appropriate or allowing an average

front setback to provide more flexibility in aligning with the existing context, similar to the average front setback standards used in the R-D zoning district. Side setbacks may need to be reduced to 5 feet. As more MMH types are allowed, lot testing should be used to calibrate setbacks using typical lot sizes present in this district.

R-3A: Multiple-Family Residence District

The intent of the R-3A district is to support a “transition between nonresidential districts and residential districts of more moderate density.” Most MMH types are allowed as a use by-right, including townhouses, duplexes, triplex/fourplexes, and multiplexes.

■ Lot Width.

The minimum lot width in R-3A for any residential use is 70 feet. The minimum lot width is high and will be limiting for house-scale MMH types including duplexes and triplex/fourplexes on typical lot sizes of the zone. This lot width would likely require consolidation of multiple lots to build MMH which can add cost and complexity that small multi-unit buildings cannot support.

Preliminary recommendations: Reduce minimum lot width. Alternatively, consider adjusting lot width standards according to building type. See the palette of MMH types in Chapter 2 for recommended ranges of lot widths.

■ Lot Area.

The minimum lot area for single- and two-family residential is 6,600 sf and 7,000 sf for attached and multiple-family residential uses. The minimum lot area may create a barrier to developing on typically neighborhood lots. Regulating minimum lot areas by use is a barrier, as many of these types are of the same scale as single-family houses.

Preliminary recommendations: Remove or reduce minimum lot areas and instead regulate by lot widths that are compatible

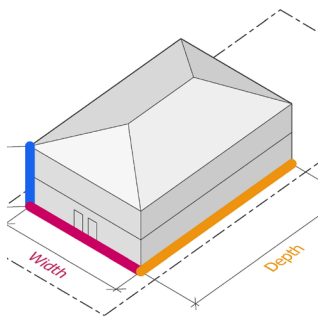


Figure 4.5 Additional explanation and diagrams related to on best practices for each zoning standard listed on this page is provided in Chapter 2 of the MMH Scan™.

with the desired MMH types. Consider doing a lot size analysis to understand the existing lot sizes within each district.

■ Additional Lot Area per Dwelling Unit.

The minimum lot area per dwelling unit is 1,500 sf, which translates to 29 du/ac. The minimum lot area will be limiting for MMH types of five or more units, such as the multiplex small.

Preliminary recommendation: Remove the requirement to increase lot size for additional units. See the Barriers Specific to Allowed Density in Section 4.5.

■ Floor Area Ratio (FAR).

The maximum floor area ratio for attached single-family and multi-family residential uses is 0.5. The floor area ratio is low as it limits the amount of developable land, leads to unpredictable results, and is especially a barrier to more intense MMH types.

Preliminary recommendations: Consider removing FAR standards and instead regulate by building types and building footprint for more predictable outcomes. See Chapter 2 for typical MMH building footprints.

■ Yard Setbacks.

R-3A has 30 ft minimum front setbacks, 10 ft minimum side setbacks, and 30 ft minimum rear setbacks. The front, side, and rear setbacks are high for most urban neighborhoods and may prevent building MMH on typical size infill lots.

Preliminary recommendations:

Consider reducing the front setback where appropriate or allowing an average front setback to provide more flexibility in aligning with the existing context, similar to the average front setback standards used in the R-D zoning district. Side and rear setbacks may also need to be reduced. MMH types that are desired in this district should be tested on existing lot sizes to calibrate setbacks using typical lot sizes present in this district.

■ Building Height.

The maximum building height for R-3A is 35 feet or 2.5 stories. While the current standard supports most MMH types, this height may be limiting for upper MMH.

Preliminary recommendation: If larger MMH buildings are desired in this district or in key locations where R-3A may be mapped, allowing a full third story may differentiate the R-3 district from lower-intensity zones and add to the potential feasibility of these projects.

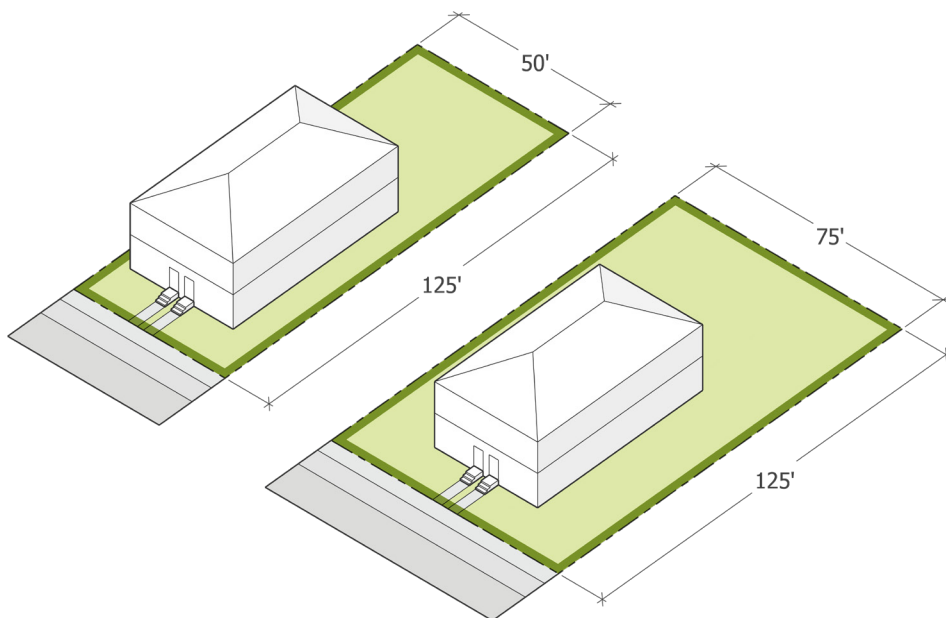


Figure 4.6 Minimum lot sizes required by zoning are often larger than necessary to enable MMH. For example, a fourplex can function well on a 50-foot wide lot but typically is required to be on lots larger than necessary.

R-D: Downtown Neighborhood Residence District

The intent of the R-D district is to support a “mixture of housing types and scales” that are located adjacent to Downtown Bloomington. Most MMH types would be allowed as a use by-right, including townhouses, duplexes, triplex/fourplexes, and multiplexes as well as multiple-family conversions with up to two units. Multiple-family conversions with three or more units and live/work are allowed only as special uses. Additionally, the R-D district provides additional standards intended to preserve the character and scale of the existing area and neighborhoods.

■ Lot Width and Area.

R-D regulates minimum lot width and lot area by an average of the lots along a block. Current minimum lot width and area standards generally support MMH. Regulating by an average encourages MMH to fit within the existing context of Bloomington’s urban neighborhoods, although it can be unpredictable.

Preliminary recommendations: Consider removing the minimum lot area and only regulate by lot width. The minimum lot width should be calibrated to the narrowest lot in the immediate context instead of using the average.

■ Additional Lot Area per Dwelling Unit.

The minimum lot area per dwelling unit in R-D for lots with multifamily units is 1,000 sf min, which translates to 43.56 du/ac. The current density standards would support most MMH types but may be limiting for upper MMH types such as the multiplex large. Given that four stories are supported in R-D, the lot area per dwelling will be a barrier to achieving that height.

Preliminary recommendation: Remove lot area per dwelling requirements and regulate by desired building types. See the Barriers Specific to Allowed Density in Section 4.5.

■ Front Yard Setbacks.

R-D regulates minimum front setbacks by an average of existing front setbacks on the block. Regulating front setbacks by an average generally allows MMH to fit within the existing context of Bloomington’s urban neighborhoods although it can be somewhat unpredictable if the urban pattern is currently more auto-oriented.

Preliminary recommendations: The average front setback measurement is more complex than a standard setback number and could be simplified or supplemented with additional diagrams. There should be criteria included to not count lots that include parking in front of the building.

■ Side and Rear Yard Setbacks.

The R-D district regulates minimum side-setbacks by 10% of the lot width, or 5’, whichever is greater. The R-D district regulates the minimum combined side-setbacks by 25% of the lot width, or 10’, whichever is greater. R-D regulates minimum rear-setbacks by 15% of the lot depth or 25’, whichever is greater. The current side and rear setback standards generally support MMH but have unpredictable results and are overly complicated. The increased setbacks for larger parcels may be limiting for building types like cottage developments or courtyard buildings that work well on these larger lots.

Preliminary recommendations: Consider removing the percentage-based standards or simply adjusting “whichever is greater” to “whichever is less.”

■ Building Height.

The maximum building height for R-D is 45’ or four stories. Four stories is a higher height limit than most MMH types require and may be intimidating for neighborhoods that desire more predictable “house-scale” buildings.

Preliminary recommendation: Consider if four stories are desired and appropriate in all areas of the R-D district. Adjacency standards or only allowing this added height in proximity to key corridors or centers may help reduce community pushback if the existing context is under three stories.

D-2: Downtown Transitional District

The intent of the D-2 district is to support a “development at a lower intensity and density than the downtown core”. This zone allows single-family attached, two-family, multiple-family dwellings, and live/work units. In general, the dimensional standards of D-2 would support MMH, including reasonable lot widths and setbacks. This zone also includes additional building characteristics that regulate elements of the facade.

■ Building Height.

In general, the maximum building height for D-2 is 65’ or six stories. The maximum building height for lots adjoining residential districts in D-2 is 55’ or four stories. While MMH types fit within the current height limits, the maximum building height is much higher than necessary for MMH and likely incentivizes buildings that are much larger.

Preliminary recommendations: Financial feasibility testing for lots adjacent to downtown would help calibrate building height standards to match what is feasible to construct in Bloomington’s market. Generally, a building height under four stories supports more walkable neighborhoods that easily transition between downtown and the adjacent neighborhoods. These taller buildings likely require consolidation of multiple parcels that add cost and complexity.

■ Building Characteristics.

D-2 regulates additional elements of the building, including the orientation of the ground-floor entrance, amount of windows on the front facade, facade length, and appearance, amount of building occupying the front setback line, service entries, and screening of storage and refuse. While most of the building characteristic standards are well-intended, especially for larger mixed-use or multifamily buildings, they may not be calibrated appropriately for MMH. The additional requirements may be seen as a deterrent to developers.

Preliminary recommendations: In addition to or in lieu of the requirement for 20% widows on the ground floor, consider requiring frontage types for ground-floor residential units that could include a stoop, porch, dooryard, or courtyard. Consider increasing the requirement for buildings that exceed 50 feet in width to be designed to appear as two or more buildings to only apply to buildings of at least 80’ in width or exclude MMH. In general, design standards should be further tested to ensure they have the intended outcomes.



Figure 4.7 Example of what can happen without height standards calibrated to the existing context. These townhouses are “slot homes” that are out of scale with the existing context in terms of building height. They also fail to provide open space between units, making these less attractive to the consumer.

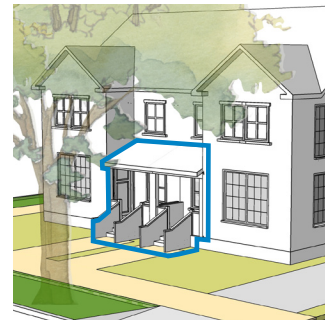


Figure 4.8 MMH types work best with standards that require the ground-floor facade to face and address a public street.

B-1: General Commercial District

The intent of the B-1 district is to support the “development of community and regional commercial areas.” Currently, this zone applies to areas with land development patterns that encourage or require driving between destinations. If MMH is desired in this zone, the intent should be revised to state the intention to transform these areas of the City into more walkable environments. See Chapter 3 for recommendations on transforming auto-oriented places into walkable neighborhoods.



Figure 4.9 The B-1 district typically includes commercial areas that are auto-oriented. As more residential is encouraged, additional steps should be taken to transform this areas into more walkable environments.

■ Allowed Uses.

This zone allows a wide range of commercial uses. Residential uses, including single-family attached, multiple-family dwellings, and live/work units, are allowed only as a special use. MMH types, including townhouses, triplex/fourplexes, multiplexes and live/work, require a special use which add discretionary review, cost, and time.

Preliminary recommendation: Allow all MMH types by-right, including “house-scale” and upper MMH, that can incrementally transform larger shopping centers and parking lots into more mixed-use environments.

■ Yard Setbacks.

B-1 has no minimum front setbacks, 5 ft minimum side setbacks or 1/3 of the building height if above 3 stories, and 5 ft minimum rear setbacks or 1/3 of the building height if above 3 stories. The current setbacks reinforce a suburban, commercial pattern of development. Requiring 1/3 of the building height for the side and rear yard can lead to undesirable amounts of separation between buildings and discourage taller buildings.

Preliminary recommendation: While these standards may support MMH types, they should be further calibrated to consider smaller building types. Remove setback standards based on building height.

■ Floor Area Ratio (FAR).

In the B-1 zoning district, the maximum floor area ratio is 0.8. Regulating building form by FAR leads to unpredictable outcomes for a buildings massing. A FAR of 0.8 would typically only support 1-2 story buildings and on potentially oversized lots.

Preliminary recommendation: Remove or significantly increase FAR. Instead, regulate by building footprint and height. If regulating by FAR is preferred, potential outcomes should be tested on typical lot sizes in the B-1 zoning district.

■ Other Standards.

In the B-1 zoning district, there are no requirements on lot width, lot area, building height, or parking location. The lack of standards create unpredictable outcomes that predominately support big-box development along with larger parking areas adjacent to the street. Without standards for residential uses, there is potential for new buildings to be out of scale with the surrounding context. The current standards will continue to perpetuate auto-oriented environments.

Preliminary recommendations: If transformation is desired in these areas and residential uses are allowed, standards for residential buildings will need to be calibrated. Additionally, new standards for large site development should be added to encourage more walkable environments with requirements that guide block size, connectivity, building frontage, open space, and multiple buildings on a site.

Off-Street Parking

Off-street parking is regulated by use and is the same across all zoning districts. For detached single-family, 1 parking space is required per unit. For efficiency units and multi-family units with one-bedroom, 1.5 parking spaces are required per dwelling unit. For multi-family units with two or more bedrooms, 2 spaces are required per dwelling unit.

The existing parking requirements are high and are especially a barrier to more intense MMH types. Requiring higher parking minimums means developers must set aside more land for parking instead of housing. It also increases development costs, which are directly passed on to future residents. Lower parking minimums allow a developer to provide parking that is appropriate for the location and the current market demand.

Preliminary recommendations: Reduce parking requirements to a minimum of 1 space per dwelling unit for all residential uses. Consider allowing further reductions of parking within an overlay district for areas near walkable centers, downtown, university campuses, or in proximity to transit.

Additional Use-Specific Standards

Multiple-Family Conversions

Multiple-family conversions would allow larger single-family houses to be converted into multifamily residential buildings with two or more units. However, this use is not allowed by-right. For example, a multiple-family conversion into two units is allowed only by special use in the R-2 district even though a two-family dwelling is a permitted use. Similarly, the R-D zoning district permits multiple-family dwellings as an allowable use but restricts conversions to three or more units as a Special Use.

This tool discourages the conversion of a single-family house because it requires a lengthy approval process and a public hearing. Conversions also require additional standards for parking, unit size, and entrances that are higher than those required for the original single-family building. In more historic areas of Bloomington where conversions are more likely, the existing lot often has no space to accommodate more parking.

Preliminary recommendations: Allow conversions by-right when the zoning district allows that building type as a use. For example, R-2 should allow multiple-family conversions with up to two units as a permitted use. Allow flexibility in parking standards to accommodate existing lot sizes and existing driveways. A study of existing and potential conversions should be conducted to better understand how these properties are being assessed as well as their potential implication on property values.

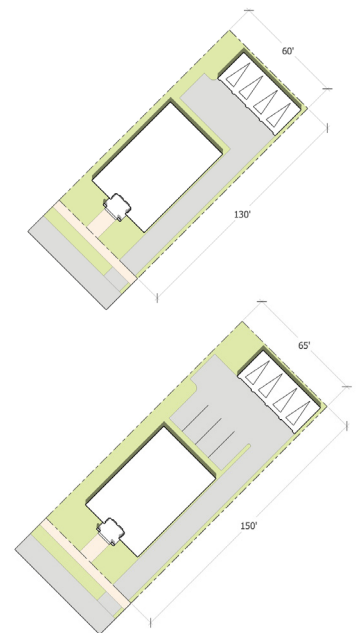
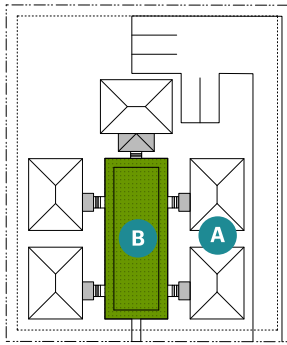


Figure 4.10 Parking has a significant impact on MMH and affordability. This illustration shows how much more space is required to fit a fourplex on a lot when 2 spaces are required per unit versus 1 space per unit.



- A** Minimum of 3 cottages around a common open space.
- B** Open space oriented to street, parking at the rear of the lot

Figure 4.11 Example of a cottage court around a common open space.



Figure 4.12 Example of a cottage court.

Cottage Courts

Cottage courts are currently not a defined use and are only buildable as single-lot condos or rentals in multi-family areas. Cottage courts are primarily intended to allow small infill development of small single-family houses that offer greater density within predominantly single-family zones.

Preliminary recommendations: Consider adding cottage court-specific standards and allowing them in any single-family residential zone. The following best practices encourage the development of smaller cottage homes and usable common space as an alternative to large single-family houses:

- Require a minimum of three cottages around common open space.
- Do not allow parking with the open space.
- Limit building size to 1,200 - 1,500 gross sf and building footprint to 800 - 1,000 sf per cottage home.
- Limit building height to two stories.
- Do not require more than one parking space per unit.
- Apply frontage requirements that promote porches and stoops that engage the shared open space. Cottages located along the street should have frontages that orient to the public realm while providing side facades or secondary entrances that engage the open space.
- Allow duplex cottage courts in certain locations where higher density is desired.

Subdivision

Many MMH building types offer opportunities for both rental and ownership options. Property management of small rental buildings can sometimes be difficult, while condo liability laws are often complex and expensive. Types such as cottage courts and duplexes, in particular, can benefit from subdivision rules that allow for units to be platted individually to create more opportunities for ownership.

Preliminary recommendations: Review and revise subdivision regulations to allow for the platting of fee-simple lots for multi-unit building types. Ensure that the ordinance supports small-lot subdivisions and allows these subdivisions to be approved administratively.

Accessory Dwelling Units (ADUs)

The small footprint of accessory dwelling units (ADUs) allows them to provide more housing choices in existing neighborhoods without dramatically impacting the character of the neighborhood's existing built form. Consider the following:

■ Applicability.

The current zoning ordinance supports the development of ADUs, as ADUs are allowed by right in all zones with a single-family house. By limiting ADUs as a use only allowed with single-family uses, the ordinance limits additional gentle density to be added to other middle housing types.

Preliminary recommendations: Allow ADUs with small MMH types in addition to single-family dwellings.

■ Parking.

The required parking amount for ADUs is 1 space per unit. Requiring additional parking for an ADU may be difficult due to added cost and lot configuration limitations.

Preliminary recommendation: Remove parking requirements for ADUs or allow flexible parking configurations such as

tandem parking or in existing driveways. Alternatively, require off-street parking only if on-street parking is not available within proximity to the lot.

■ Size.

The maximum size of an ADU is 800 sf or 50% of the size of the primary building, whichever is less. The maximum gross floor area for an ADU is 30% of the rear yard. Limiting the size of an ADU based on the size of the primary unit can limit the opportunity for ADUs on smaller single-family, be cumbersome to calculate, and lead to inequitable results for existing smaller houses.

Preliminary recommendation: Set the maximum size of an ADU at a limit between 800-1,200 sf. Remove area limitations based on primary building size.

Residential Use Categories

Residential uses are separated into five different use types including single-family dwellings, single-family attached dwellings, two-family dwellings, multiple-family dwellings, and multiple-family conversion dwellings. The current list of uses groups most MMH types, such as

triplexes/fourplexes and small multiplex types, in the same category as much larger multi-unit development types, which can prevent the ability of “house-scale” MMH types from being allowed in most single-family neighborhoods.

Preliminary recommendations: Be more explicit about which multi-unit housing types would fit in each zoning district by differentiating MMH types that are “house-scale” as a different use than larger multiple-family buildings.

Special Uses (Entitlements Barrier)

Many of the zoning districts allow MMH as special use rather than by-right. Requiring MMH as a special use requires an extra step, including review by the City Council and public hearing, that often extends the entitlements process when compared to the “by-right” entitlement process that is offered for detached single-family residential in all residential zones.

Preliminary recommendations: Allow MMH types by-right rather than special use.



Figure 4.13 Example of an ADU used as either a guest suite, rental unit, or workshop/office over a garage.

Q CLOSER LOOK

Why allow MMH "by-right"?

Each zoning district regulates which land uses are allowed. Uses that meet the intent of the zone are allowed "by-right." Development allowed by-right and meeting all zone standards (i.e., height, building footprint, setbacks) is allowed without additional review processes.

Uses allowed with conditions can require extra review processes. Lengthy review processes equate to uncertainty, additional time, and, therefore, added costs. This cost is either passed onto the consumer or creates an

infeasible development project. Further, additional review processes often rely on subjective standards, which can lead to inconsistent development results that may not meet the intent of the zone or serve the community's broader interest. The key to allowing MMH types by-right is to build standards for the base zoning to ensure the development will fit the zone intent.

4.4 Barriers Specific to Allowed Density

This section discusses allowed density as a key limiting factor, with reference to resultant densities from typical MMH building types.

Allowed Density

While bulk and height restrictions in Bloomington play a primary role in limiting development, the maximum density restrictions further prohibit most MMH types. However, simply increasing the maximum allowed density could create other issues, such as large buildings that are not contextually appropriate for their neighborhood.

Increasing the maximum allowed density needs to be coordinated with carefully identifying the appropriate MMH building types for Bloomington's different areas and then incorporating the resultant density range of those types along with standards for maximum building footprint and lot width.

Key

-  Range of MMH Type
-  Range Enabled by Zoning
-  MMH Type Enabled
-  MMH Type Not Enabled



Duplex Side-by-Side

8-22 du/ac



Duplex Stacked

8-29 du/ac



Cottage Court

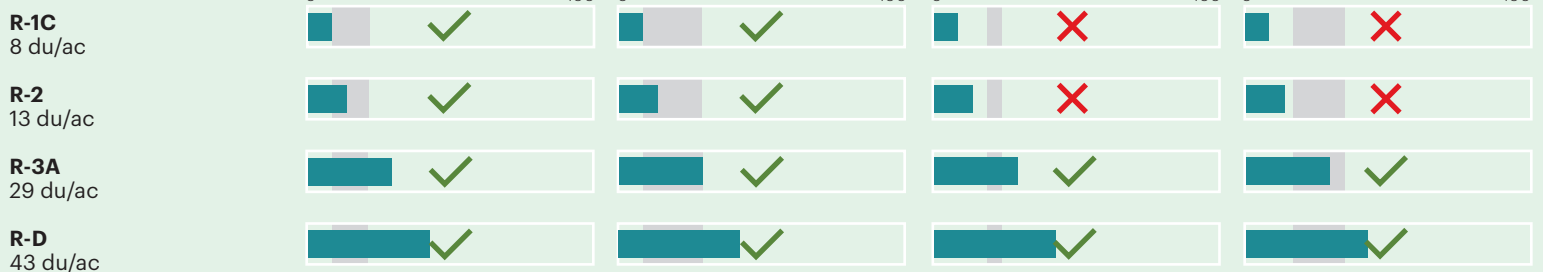
19-24 du/ac



Fourplex

17-35 du/ac

Density thresholds for applicable Bloomington zoning districts:



MMH Types Enabled by Current Density Standards

The chart below shows which and how much of each MMH type is enabled in each district based on the maximum allowed density. When the gray area does not contain any green, that MMH type is not enabled.

Depending on the support for changing existing zoning, the MMH types and their standards could be adopted as new zoning or as an overlay that only applies to identified walkable neighborhoods.

The standards could include density standards or they could be silent on density. In either approach, the characteristics of each MMH type need to be publicly discussed and tested for the specific areas where they want to be used.

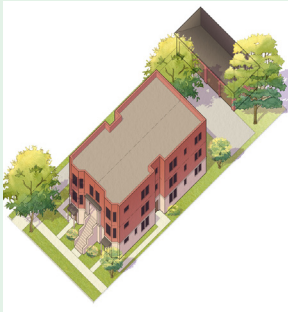
Recommendations

We recommend either of two approaches:

- Increasing the maximum allowed density for MMH types based on the lot size realities of MMH; or
- Regulate MMH using building types with clear footprints and unit limits instead of using density.



Multiplex Small
41-44 du/ac



Multiplex Large
44-48 du/ac



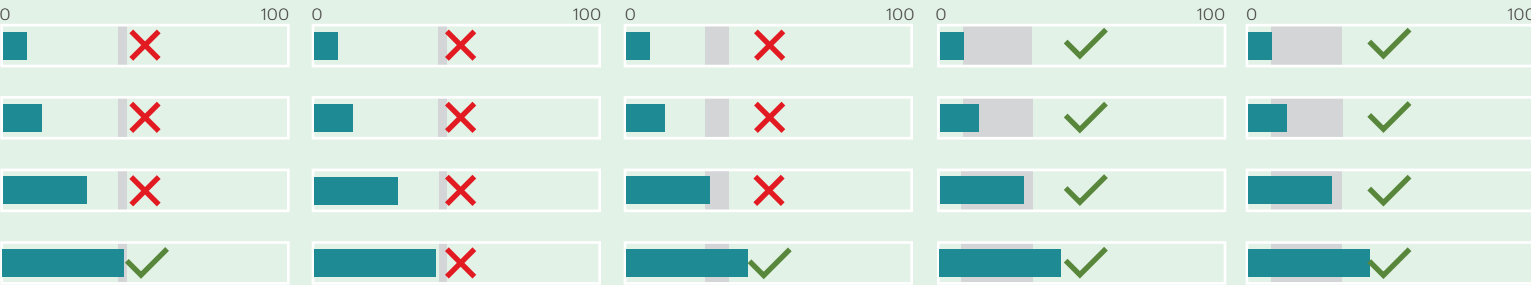
Courtyard Building
28-36 du/ac



Townhouse
8-32 du/ac



Live/Work
8-32 du/ac



4.5 Barriers Specific to Minimum Lot Area/Width

This section analyzes how lot width is an important consideration for typical MMH building types.

Importance of Lot Width

The existing zoning standards regulate development by using lot area as a way to reinforce the maximum allowed density. This approach may be appropriate for larger projects but not necessarily for infill lots. The approach of using lot area prevents some housing types that are otherwise physically compatible with single-unit dwellings.

Lot width can be a more effective regulation than lot area because many projects can comply with the minimum lot area but still result in a building that is too large for its context. Even with low-density housing types such as a duplex, if allowed to fill up the building envelope, it can result in a building that is within the density limits but is larger than nearby houses in the same neighborhood.

In contrast, regulating by lot width results in standards for maximum building footprints that are coordinated with a variety of lot widths that fit well and make sense in lower-intensity neighborhoods. This enables MMH, increasing housing choices.

The Palette of Missing Middle Housing Types with Typical Lot Width Ranges

The palette of MMH types is provided for reference to the typical lot width range of each type



Duplex Side-by-Side
40'-75'



Duplex Stacked
30'-75'



Cottage Court
90'-160'

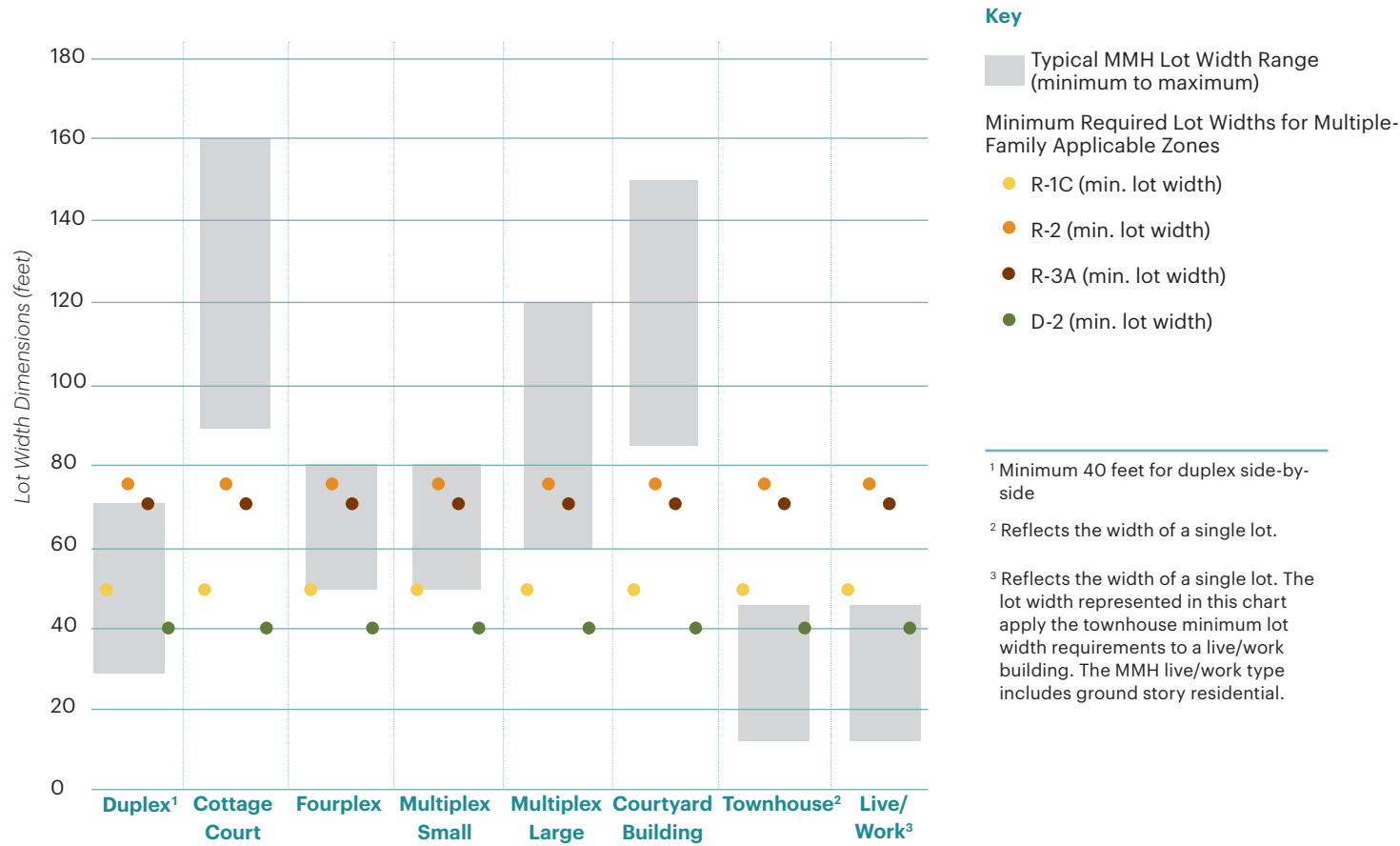


Fourplex
50'-80'

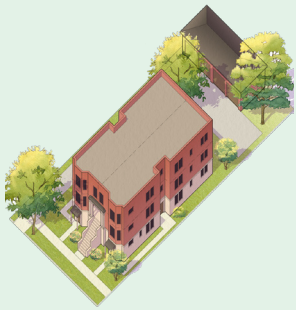
MMH Types Enabled by Current Lot Width Standards

In the table below, the gray bars show the typical lot width range for each MMH type based on front or rear vehicle access. A colored dot represents the minimum lot size for each zoning district. We recommend

that the lot width dimensions be coordinated with the MMH types intended for each zoning district.



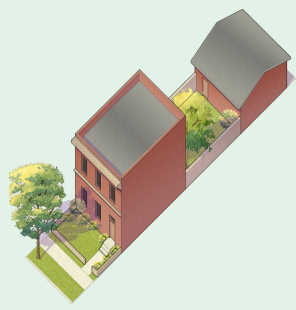
Multiplex Small
50'-80'



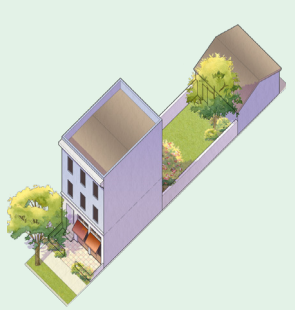
Multiplex Large
60'-120'



Courtyard Building
85'-150'



Townhouse
16'-45' (single unit), 56'-158' (3-4 units in a row)



Live/Work
16'-45' (single unit), 56'-158' (3-4 units in a row)

4.6

Next Steps Towards Implementation

The findings from the MMH Scan™ can spark small-scale changes in the short term and serve as a basis for future projects.

Starting Small

■ This MMH Scan™ (Analysis + Definition of Barriers to MMH) focuses on identifying barriers to MMH. It can be a stand-alone document or the first of a two-part analysis. The **MMH Deep Dive™** (Testing + Solutions for MMH) is a more detailed study involving test fits and cost analysis. Results intend to provide further insights and specificity about recommended improvements and changes to existing standards.

■ Using the materials in this report, Staff should **continue outreach about MMH**, through walking tours, round tables, developer training, and educational opportunities for community and local leaders. The goal of these conversations is to dispel misconceptions around MMH, hear and address concerns, assess what MMH types are contextually appropriate, and empower community members to voice their interests in public meetings.

■ **Short-term zoning adjustments** open the door to further changes. Creating cottage court standards or reducing parking minimums are two small moves that can have significant short-term impact on attainability. Allowing gentle density within the identified existing and potential walkable centers may lay the ground work to transform surrounding neighborhoods into MMH-Ready Neighborhoods, suitable for Missing Middle Housing.

Making Big Moves

■ **Incorporate fine grain recommendations** for the application of MMH types throughout Bloomington. In public engagement and education efforts, use the material in this report to emphasize the need for increased housing units.

■ **A citywide zoning update** will likely require a longer process with necessary community feedback loops. A medium effort approach to updating zoning would be to update only the standards of the residential zones and/or create a MMH overlay district around Downtown and/or other identified walkable centers.

■ **Streamline the entitlement process** and providing an expedited review for MMH infill. Study and consider additional incentives to overcome financial barriers that exist for MMH.

■ **Explore additional steps** to implementing high-quality MMH and small housing options such as permit-ready housing plans, pre-approved ADUs, or a neighborhood pattern book that highlights housing types most appropriate for Bloomington.



REGULAR AGENDA ITEM NO. 7.B.

FOR COUNCIL: May 27, 2025

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and Action on an Ordinance Providing for the Issuance of Not to Exceed \$36,000,000 General Obligation Bonds, Series 2025, for the Purpose of Financing Improvements to the Waterworks System in the City and Providing for the Levy and Collection of a Direct Annual Tax Sufficient for the Payment of the Principal of and Interest on the Bonds, as requested by the Finance Department and the Water Department.

RECOMMENDED MOTION: The proposed Ordinance be approved.

STRATEGIC PLAN LINK:

Goal 1. Financially Sound City Providing Quality Basic Services

STRATEGIC PLAN SIGNIFICANCE:

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

BACKGROUND: On November 27, 2023, City Council approved water rate increases to support a generational investment of over \$350M in the City's water system, including updates to distribution infrastructure and replacing lead service lines. It is currently estimated that approximately \$172M of those capital projects will be initiated in the next five years, with much of that being funded via borrowing / bond issuance. This initial bond is being structured to net the Water Fund approximately \$33M in cash proceeds, after issuance costs, which equals the cost of the projects initiated in Fiscal Year ("FY") 2025 and proposed to be initiated in FY 2026. It is projected to cover the next 18 months of cash needs. Timelines will be evaluated as the overall project progresses, but current projections are for another bond issuance of approximately \$72.5M to be executed in FY 2027.

While the bonds will be backed by the full faith and credit of the City, and its authority to levy taxes, the debt service will be paid from the Water Fund service charge revenues – as generated from the rate increases. The projected average annual debt service is \$2.2M and can be accommodated by those rate / revenue increases.

A Moody's Ratings Agency review was requested in relation to this bond issuance. City staff presented an update on the water system project as well as a current financial review of the City. Moody's maintained the City's rating of Aa1, the highest 'double A' rating provided, stating, "The Aa1 issuer rating reflects the city's strengthened financial position over the last several years and local economy that is showing signs of growth with investment from multiple large employers". Generally, higher credit ratings result in lower borrowing costs.

Bond Ordinance:

The City will conduct an online competitive auction for the sale as coordinated by the City's Financial Advisor, Mesirow Financial. The attached ordinance, as prepared by Chapman and Cutler, the City's Bond Counsel, outlines the parameters of the intended sale. The issue is

currently projected to have a true interest cost of 4.8%.

Proceeds Target of \$33M vs. The Not-To-Exceed of \$36M:

There are maximum / minimum parameters of the bond structure set in order to net approximately \$33M in proceeds after issuance costs. See the Notice of Sale that was published on May 16, 2025, as part of the Preliminary Official Statement. The coupon rates (interest paid), however, are a variable in the competitive bidding process that the underwriters will utilize when submitting a bid. The preferred mix of par, premium, or discount bonds will vary from underwriter to underwriter based on their target customers. This could therefore impact the par amount of the bond issuance.

If an underwriter would prefer to structure a discount deal, it would require less in interest from the City (below market rates) but then as an offset, discount what it pays for the full principal of the bond. Since the City's intent is to realize approximately \$33M after issuance costs, it would need to issue up to \$36M in a full discount structure. Mesirow Financial, the City's Financial Advisor, believes providing this flexibility in structure could be helpful in creating more competitive bidding. Therefore, this is the max allowable par in the ordinance.

Please note: All estimates are preliminary and subject to change based on market conditions and other factors.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT:

If approved, debt service payments will be paid from the Water Administration-Loan Principal account (50100110-73237) and Water Administration-Interest account (50100110-74237). Estimates for this debt service were captured in the FY 2026 Budget. Final costs and allocations, however, are pending the bond sale. Therefore, while debt service fund sources have been identified, an amendment to the FY 2026 Budget may be necessary. Stakeholders can locate information on these accounts in the FY 2026 Proposed Budget Book titled "Other Funds & Capital Improvement on page 93.

Bond issuance costs will be recovered from bond proceeds.

Respectfully submitted for consideration.

Prepared by: Scott Rathbun, Finance Director

ATTACHMENTS:

[FIN 2B Ordinance](#)

[FIN 2C 2025 GO Bond Notice of Sale](#)

EXTRACT OF MINUTES of the regular public meeting of the City Council of the City of Bloomington, McLean County, Illinois, held in the Government Center Chambers, 4th Floor, Room #400, 115 East Washington Street, Bloomington, Illinois, in said City at 6:00 o'clock P.M., on the 27th day of May, 2025.

* * *

The meeting was called to order by the Mayor, and upon the roll being called, Dan Brady, the Mayor, and the following Council Members were physically present at said location:

The following Council Members were allowed by a majority of the City Council in accordance with and to the extent allowed by rules adopted by the City Council to attend the meeting by video or audio conference:

No Council Member was not permitted to attend the meeting by video or audio conference. The following Council Members were absent and did not participate in the meeting in any manner or to any extent whatsoever:

* * *

The Mayor announced that the next item before the City Council was the consideration of an ordinance providing for the issue and sale of not to exceed \$36,000,000 of general obligation bonds of the City for the purpose of financing improvements to the waterworks system of the City and providing for the levy and collection of a direct annual tax sufficient for the payment of the principal of and interest on said bonds.

After a full and complete discussion thereof, _____ presented and the City Clerk read by title the following ordinance, copies of which were made available to all in attendance at said meeting who requested a copy:

ORDINANCE No. 2025 - _____

**AN ORDINANCE PROVIDING FOR THE ISSUANCE OF NOT TO EXCEED \$36,000,000
GENERAL OBLIGATION BONDS, SERIES 2025, OF THE CITY OF BLOOMINGTON,
MCLEAN COUNTY, ILLINOIS, FOR THE PURPOSE OF FINANCING IMPROVEMENTS TO
THE WATERWORKS SYSTEM IN SAID CITY AND PROVIDING FOR THE LEVY AND
COLLECTION OF A DIRECT ANNUAL TAX SUFFICIENT FOR THE PAYMENT OF THE
PRINCIPAL OF AND INTEREST ON SAID BONDS.**

Adopted by the City Council on the 27th
day of May, 2025.

TABLE OF CONTENTS

SECTION	HEADING	PAGE
SECTION 1.	DEFINITIONS	1
SECTION 2.	INCORPORATION OF PREAMBLES	3
SECTION 3.	DETERMINATION TO ISSUE BONDS	3
SECTION 4.	BOND DETAILS.....	3
SECTION 5.	BOOK ENTRY PROVISIONS	4
SECTION 6.	EXECUTION; AUTHENTICATION	5
SECTION 7.	REGISTRATION OF BONDS; PERSONS TREATED AS OWNERS	5
SECTION 8.	OPTIONAL REDEMPTION	6
SECTION 9.	MANDATORY REDEMPTION	6
SECTION 10.	REDEMPTION PROCEDURE.....	6
SECTION 11.	FORM OF BOND	8
SECTION 12.	SECURITY FOR THE BONDS	13
SECTION 13.	TAX LEVY; ABATEMENT	13
SECTION 14.	FILING WITH COUNTY CLERK.....	13
SECTION 15.	SALE OF BONDS; OFFICIAL STATEMENT	14
SECTION 16.	CREATION OF FUNDS AND APPROPRIATIONS	ERROR! BOOKMARK NOT DEFINED.
SECTION 17.	CONTINUING DISCLOSURE UNDERTAKING	16
SECTION 18.	NON-ARBITRAGE AND TAX-EXEMPTION.....	16
SECTION 19.	REIMBURSEMENT	17

SECTION 20.	REGISTERED FORM.....	17
SECTION 21.	DUTIES OF BOND REGISTRAR	17
SECTION 22.	MUNICIPAL BOND INSURANCE	17
SECTION 23.	RECORD-KEEPING POLICY AND POST-ISSUANCE COMPLIANCE MATTERS	17
SECTION 24.	PUBLICATION OF ORDINANCE	18
SECTION 25.	SUPERSEDER AND EFFECTIVE DATE.....	19

ORDINANCE NO. 2025 - _____

AN ORDINANCE PROVIDING FOR THE ISSUANCE OF NOT TO EXCEED \$36,000,000 GENERAL OBLIGATION BONDS, SERIES 2025, OF THE CITY OF BLOOMINGTON, MCLEAN COUNTY, ILLINOIS, FOR THE PURPOSE OF FINANCING IMPROVEMENTS TO THE WATERWORKS SYSTEM IN SAID CITY AND PROVIDING FOR THE LEVY AND COLLECTION OF A DIRECT ANNUAL TAX SUFFICIENT FOR THE PAYMENT OF THE PRINCIPAL OF AND INTEREST ON SAID BONDS.

PREAMBLES

WHEREAS:

A. By virtue of its population, and pursuant to the provisions of Section 6 of Article VII of the Constitution of the State of Illinois, the City of Bloomington, McLean County, Illinois (the "*City*"), is a home rule unit and may exercise any power or perform any function pertaining to its government and affairs including, but not limited to, the power to tax and to incur debt.

B. Pursuant to the provisions of said Section 6, the City has the power to incur debt payable from ad valorem property tax receipts or from any other lawful source and maturing within 40 years from the time it is incurred without prior referendum approval.

C. The City Council of the City (the "*City Council*") has determined that it is advisable and in the best interests of the City and its residents to improve the waterworks system of the City, all in accordance with the preliminary estimate of costs, which have been approved by the City Council and are now on file in the office of the City Clerk of the City (including the engineering, legal, financial and administrative expense related thereto, the "*Project*"); and

D. The City Council has further determined that there are insufficient funds on hand and lawfully available to pay the costs of the Project; and

E. Pursuant to the hereinafter defined Act, the City is authorized to issue its general obligation bonds to pay the costs of the Project; and

F. The City Council does hereby determine that it is necessary and in the best interests of the City to borrow not to exceed \$36,000,000 pursuant to the Act for such purpose and, in evidence of such borrowing, issue general obligation bonds of the City in the principal amount not to exceed \$36,000,000 (the "*Bonds*").

NOW THEREFORE BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BLOOMINGTON, MCLEAN COUNTY, ILLINOIS, IN THE EXERCISE OF ITS HOME RULE POWERS, AS FOLLOWS:

SECTION 1. Definitions. Words and terms used in this Ordinance shall have the meanings given them, unless the context or use clearly indicates another or different meaning is intended. Words and terms defined in the singular may be used in the plural and vice-versa. Reference to any gender shall be deemed to include the other and also inanimate persons such as corporations, where applicable.

A. The following words and terms are as defined in the preambles.

Bonds
City
City Council
Project

B. The following words and terms are defined as set forth.

“*Act*” means the Illinois Municipal Code, as supplemented and amended, and also the home rule powers of the City under Section 6 of Article VII of the Constitution of the State of Illinois; and in the event of conflict between the provisions of said code and home rule powers, the home rule powers shall be deemed to supersede the provisions of said code.

“*Bond Fund*” means the “*General Obligation Bonds, Series 2025 Bond Fund*” established in Section 16 of this Ordinance for the purpose of paying the principal of and interest on the Bonds.

“*Bond Notification*” means a Notification of Sale of the Bonds as authorized to be executed by the Designated Officials of the City in Section 15 of this Ordinance and by which the final terms of the Bonds will be established.

“*Bond Register*” means the books of the City kept by the Bond Registrar to evidence the registration and transfer of the Bonds.

“Bond Registrar” means the bond registrar and paying agent for the Bonds (which shall be the City Treasurer, the Purchaser or a bank or trust company authorized to do business in the State of Illinois and set forth in the Bond Notification), or a successor thereto or a successor designated as Bond Registrar hereunder.

“*Book Entry Form*” means the form of the Bonds as fully registered and available in physical form only to the Depository.

“*City Clerk*” means the City Clerk of the City.

“*City Manager*” means the City Manager of the City.

“*City Treasurer*” means the City Treasurer of the City.

“*Code*” means the Internal Revenue Code of 1986, as amended.

“*County*” means The County of McLean, Illinois.

“*County Clerk*” means the County Clerk of the County.

“*Depository*” means The Depository Trust Company, a limited purpose trust company organized under the laws of the State of New York, its successors, or a successor depository qualified to clear securities under applicable state and federal laws.

“Designated Officials” means the Mayor, the City Manager, the City Clerk, the City Treasurer and the Finance Director.

“Designated Representatives” means the Mayor and the Finance Director.

“Finance Director” means the Director of Finance for the City.

“Mayor” means the Mayor of the City.

“Record Date” means the 15th day of the month preceding any regular interest payment date or the 15th day next preceding an interest payment occasioned by a redemption of Bonds on a day other than on a regularly scheduled interest payment date.

- C. Definitions also appear in specific sections below. The table of contents preceding and the headings in this Ordinance are for the convenience of the reader and are not a part of this Ordinance.

SECTION 2. Incorporation of Preambles. The City Council hereby finds that all of the recitals contained in the preambles to this Ordinance are true, correct, and complete and does incorporate them into this Ordinance by this reference.

SECTION 3. Determination To Issue Bonds. It is necessary and desirable to undertake the Project, to pay all related costs and expenses incidental thereto, and to borrow money and issue the Bonds for such purpose. It is hereby found and determined that such borrowing of money is necessary for the welfare of the government and affairs of the City, is for a proper public purpose or purposes and is in the public interest, and is authorized pursuant to the Act; and these findings and determinations shall be deemed conclusive.

SECTION 4. Bond Details. There shall be issued and sold the Bonds, designated as *“General Obligation Bonds, Series 2025”* or with such other series designation as may be appropriate to describe the Bonds and set forth in the Bond Notification. The Bonds shall be issued in an aggregate principal amount not to exceed \$36,000,000 (as set forth in the Bond Notification). The Bonds shall be dated such date (not later than November 27, 2025) as set forth in the Bond Notification (the *“Dated Date”*), and shall also bear the date of authentication, shall be in fully registered form, shall be in denominations of \$5,000 each or authorized integral multiples thereof (but no single Bond shall represent installments of principal maturing on more than one date), and shall be numbered 1 and upward. The Bonds shall become due and payable serially or be subject to mandatory redemption as shall be set forth in the Bond Notification (subject to optional redemption prior to maturity has hereinafter described), and in such principal amounts as shall be set forth therein; provided, however, that the final maturity shall be due on or before June 1, 2055, and each maturity or sinking fund payment shall not exceed \$2,165,000. Each Bond shall bear interest at a rate set forth in the Bond Notification (not to exceed 5.50% per annum). Each Bond shall bear interest from the later of its Dated Date as herein provided or from the most recent interest payment date to which interest has been paid or duly provided for, until the principal amount of such Bond is paid or duly provided for, such interest (computed upon the basis of a 360-day year of twelve 30-day months) being payable on June 1 and December 1 of each year, commencing with the first interest payment date set forth in the Bond Notification.

Interest on each Bond shall be paid by check or draft of the Bond Registrar, payable upon presentation thereof in lawful money of the United States of America, to the person in whose name such Bond is registered at the close of business on the applicable Record Date, and mailed to the registered owner of the Bond as shown in the Bond Register or at such other address furnished in writing by such Registered Owner. The principal of the Bonds shall be payable in lawful money of the United States of America upon presentation thereof at the principal corporate trust office of the Bond Registrar.

SECTION 5. Book Entry Provisions. The Bonds shall be initially issued in the form of a separate single fully registered Bond for each of the maturities of the Bonds. Upon initial issuance, the ownership of each such Bond shall be registered in the Bond Register in the name of the Depository or a designee or nominee of the Depository (such depository or nominee being the "*Book Entry Owner*"). Except as otherwise expressly provided, all of the outstanding Bonds from time to time shall be registered in the Bond Register in the name of the Book Entry Owner (and accordingly in Book Entry Form as such term is used in this Ordinance). Any Designated Official, as representative of the City, is hereby authorized, empowered, and directed to execute and deliver or utilize a previously executed and delivered Letter of Representations or Blanket Letter of Representations (either being the "*Letter of Representations*") substantially in the form common in the industry, or with such changes therein as the officer executing the Letter of Representations on behalf of the City shall approve, his or her execution thereof to constitute conclusive evidence of approval of such changes, as shall be necessary to effectuate Book Entry Form. Without limiting the generality of the authority given with respect to entering into such Letter of Representations, it may contain provisions relating to (a) payment procedures, (b) transfers of the Bonds or of beneficial interests therein, (c) redemption notices and procedures unique to the Depository, (d) additional notices or communications, and (e) amendment from time to time to conform with changing customs and practices with respect to securities industry transfer and payment practices. With respect to Bonds registered in the Bond Register in the name of the Book Entry Owner, none of the City, the City Treasurer or the Bond Registrar shall have any responsibility or obligation to any broker-dealer, bank, or other financial institution for which the Depository holds Bonds from time to time as securities depository (each such broker-dealer, bank, or other financial institution being referred to herein as a "*Depository Participant*") or to any person on behalf of whom such a Depository Participant holds an interest in the Bonds. Without limiting the meaning of the immediately preceding sentence, the City, the City Treasurer and the Bond Registrar shall have no responsibility or obligation with respect to (a) the accuracy of the records of the Depository, the Book Entry Owner, or any Depository Participant with respect to any ownership interest in the Bonds, (b) the delivery to any Depository Participant or any other person, other than a registered owner of a Bond as shown in the Bond Register or as otherwise expressly provided in the Letter of Representations, of any notice with respect to the Bonds, including any notice of redemption, or (c) the payment to any Depository Participant or any other person, other than a registered owner of a Bond as shown in the Bond Register, of any amount with respect to principal of or interest on the Bonds. No person other than a registered owner of a Bond as shown in the Bond Register shall receive a Bond certificate with respect to any Bond. In the event that (a) the City determines that the Depository is incapable of discharging its responsibilities described herein and in the Letter of Representations, (b) the agreement among the City, the Bond Registrar, and the Depository evidenced by the Letter of Representations shall be terminated for any reason, or (c) the City determines that it is in the best interests of the City or of the beneficial owners of the Bonds either that they be able to obtain certificated Bonds or that another depository is

preferable, the City shall notify the Depository and the Depository shall notify the Depository Participants of the availability of Bond certificates, and the Bonds shall no longer be restricted to being registered in the Bond Register in the name of the Book Entry Owner. Alternatively, at such time, the City may determine that the Bonds shall be registered in the name of and deposited with a successor depository operating a system accommodating Book Entry Form, as may be acceptable to the City, or such depository's agent or designee, but if the City does not select such alternate book entry system, then the Bonds shall be registered in whatever name or names registered owners of Bonds transferring or exchanging Bonds shall designate, in accordance with the provisions of this Ordinance.

SECTION 6. Execution; Authentication. The Bonds shall be executed on behalf of the City by the manual or duly authorized facsimile signature of the Mayor and attested by the manual or duly authorized facsimile signature of the City Clerk, and shall have impressed or imprinted thereon the corporate seal or facsimile thereof of the City. In case any such officer whose signature shall appear on any Bond shall cease to be such officer before the delivery of such Bond, such signature shall nevertheless be valid and sufficient for all purposes, the same as if such officer had remained in office until delivery. All Bonds shall have thereon a certificate of authentication, substantially in the form hereinafter set forth, duly executed by the Bond Registrar as authenticating agent of the City and showing the date of authentication. No Bond shall be valid or obligatory for any purpose or be entitled to any security or benefit under this Ordinance unless and until such certificate of authentication shall have been duly executed by the Bond Registrar by manual signature, and such certificate of authentication upon any such Bond shall be conclusive evidence that such Bond has been authenticated and delivered under this Ordinance.

SECTION 7. Registration of Bonds; Persons Treated as Owners. The City shall cause books (the "*Bond Register*" as defined) for the registration and for the transfer of the Bonds as provided in this Ordinance to be kept at the principal corporate trust office of the Bond Registrar, which is hereby constituted and appointed the registrar of the City for the Bonds. The City is authorized to prepare, and the Bond Registrar or such other agent as the City may designate shall keep custody of, multiple Bond blanks executed by the City for use in the transfer and exchange of Bonds.

Subject to the provisions of this Ordinance relating to the Bonds in Book Entry Form, any Bond may be transferred or exchanged, but only in the manner, subject to the limitations, and upon payment of the charges as set forth in this Ordinance. Upon surrender for transfer or exchange of any Bond at the principal corporate trust office of the Bond Registrar, duly endorsed by or accompanied by a written instrument or instruments of transfer or exchange in form satisfactory to the Bond Registrar and duly executed by the registered owner or an attorney for such owner duly authorized in writing, the City shall execute and the Bond Registrar shall authenticate, date and deliver in the name of the transferee or transferees or, in the case of an exchange, the registered owner, a new fully registered Bond or Bonds of like tenor, of the same maturity, bearing the same interest rate, of authorized denominations, for a like aggregate principal amount.

The Bond Registrar shall not be required to transfer or exchange any Bond during the period from the close of business on the Record Date for an interest payment to the opening of business on such interest payment date or during the period of 15 days preceding the giving of notice of

redemption of Bonds or to transfer or exchange any Bond all or a portion of which has been called for redemption.

The execution by the City of any fully registered Bond shall constitute full and due authorization of such Bond, and the Bond Registrar shall thereby be authorized to authenticate, date and deliver such Bond; provided, however, the principal amount of Bonds of each maturity authenticated by the Bond Registrar shall not at any one time exceed the authorized principal amount of Bonds for such maturity less the amount of such Bonds which have been paid. The person in whose name any Bond shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes, and payment of the principal of or interest on any Bond shall be made only to or upon the order of the registered owner thereof or his or her legal representative. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid. No service charge shall be made to any registered owner of Bonds for any transfer or exchange of Bonds, but the City or the Bond Registrar may require payment of a sum sufficient to cover any tax or other governmental charge that may be imposed in connection with any transfer or exchange of Bonds, except in the case of the issuance of a Bond or Bonds for the unredeemed portion of a Bond surrendered for redemption.

SECTION 8. Optional Redemption. All or a portion of the Bonds, if any, due on and after the date, if any, specified in the Bond Notification shall be subject to redemption prior to maturity at the option of the City from any available funds, as a whole or in part, and if in part in integral multiples of \$5,000 in any order of their maturity as determined by the City (less than all of the Bonds of a single maturity to be selected by the Bond Registrar), on the date specified in the Bond Notification (not earlier than June 1, 2034, and later than 10-1/2 years after the Dated Date), and on any date thereafter, at the redemption price of par plus accrued interest to the redemption date.

SECTION 9. Mandatory Redemption. The Bonds maturing on the date or dates, if any, indicated in the Bond Notification shall be subject to mandatory redemption, in integral multiples of \$5,000 selected by lot by the Bond Registrar, at a redemption price of par plus accrued interest to the redemption date for the Bonds, on June 1 of the years, if any, and in the principal amounts, if any, as indicated in the Bond Notification.

The principal amounts of Bonds to be mandatorily redeemed in each year may be reduced through the earlier optional redemption thereof, with any partial optional redemptions of such Bonds credited against future mandatory redemption requirements in such order of the mandatory redemption dates as the City may determine. In addition, on or prior to the 60th day preceding any mandatory redemption date, the Bond Registrar may, and if directed by the City Council shall, purchase Bonds required to be retired on such mandatory redemption date. Any such Bonds so purchased shall be cancelled and the principal amount thereof shall be credited against the mandatory redemption required on such next mandatory redemption date.

SECTION 10. Redemption Procedure. The Bonds shall be redeemed only in the principal amount of \$5,000 and integral multiples thereof. The City shall, at least forty-five (45) days prior to any optional redemption date (unless a shorter time period shall be satisfactory to the Bond Registrar) notify the Bond Registrar of such redemption date and of the principal amount and maturity or maturities of Bonds to be redeemed. For purposes of any redemption of less than

all of the Bonds of a single maturity, the particular Bonds or portions of Bonds to be redeemed shall be selected by lot not more than 60 days prior to the redemption date by the Bond Registrar for the Bonds of such maturity by such method of lottery as the Bond Registrar shall deem fair and appropriate; provided, however, that such lottery shall provide for the selection for redemption of Bonds or portions thereof so that any \$5,000 Bond or \$5,000 portion of a Bond shall be as likely to be called for redemption as any other such \$5,000 Bond or \$5,000 portion.

The Bond Registrar shall promptly notify the City and the Bond Registrar in writing of the Bonds or portions of Bonds selected for redemption and, in the case of any Bond selected for partial redemption, the principal amount thereof to be redeemed.

Unless waived by the registered owner of Bonds to be redeemed, official notice of any such redemption shall be given by the Bond Registrar on behalf of the City by mailing the redemption notice by first class mail not less than 30 days and not more than 60 days prior to the date fixed for redemption to each registered owner of the Bond or Bonds to be redeemed at the address shown on the Bond Register or at such other address as is furnished in writing by such registered owner to the Bond Registrar.

All official notices of redemption shall include the full name of the Bonds to be redeemed and at least the information as follows:

- (a) the redemption date;
- (b) the redemption price;
- (c) if less than all of the outstanding Bonds of a particular maturity are to be redeemed, the identification (and, in the case of partial redemption of Bonds within such maturity, the respective principal amounts) of the Bonds to be redeemed;
- (d) a statement that on the redemption date the redemption price will become due and payable upon each such Bond or portion thereof called for redemption and that interest thereon shall cease to accrue from and after said date; and
- (e) the place where such Bonds are to be surrendered for payment of the redemption price, which place of payment shall be the principal corporate trust office of the Bond Registrar.

Unless moneys sufficient to pay the redemption price of the Bonds to be redeemed shall have been received by the Bond Registrar prior to the giving of such notice of redemption, such notice may, at the option of the City, state that said redemption shall be conditional upon the receipt of such moneys by the Bond Registrar on or prior to the date fixed for redemption. If such moneys are not received, such notice shall be of no force and effect, the City shall not redeem such Bonds, and the Bond Registrar shall give notice, in the same manner in which the notice of redemption shall have been given, that such moneys were not so received and that such Bonds will not be redeemed. Otherwise, prior to any redemption date, the City shall deposit with the Bond Registrar an amount of money sufficient to pay the redemption price of all the Bonds or portions of Bonds which are to be redeemed on that date.

Subject to the provisions for a conditional redemption described above, official notice of redemption having been given as aforesaid, the Bonds or portions of Bonds so to be redeemed shall, on the redemption date, become due and payable at the redemption price therein specified, and from and after such date (unless the City shall default in the payment of the redemption price), such Bonds or portions of Bonds shall cease to bear interest. Neither the failure to mail such redemption notice, nor any defect in any notice so mailed, to any particular registered owner of a Bond, shall affect the sufficiency of such notice with respect to other registered owners. Notice having been properly given, failure of a registered owner of a Bond to receive such notice shall not be deemed to invalidate, limit or delay the effect of the notice or redemption action described in the notice. Such notice may be waived in writing by a registered owner of a Bond entitled to receive such notice, either before or after the event, and such waiver shall be the equivalent of such notice. Waivers of notice by registered owners shall be filed with the Bond Registrar, but such filing shall not be a condition precedent to the validity of any action taken in reliance upon such waiver.

Upon surrender of such Bonds for redemption in accordance with said notice, such Bonds shall be paid by the Bond Registrar at the redemption price. The procedure for the payment of interest due as part of the redemption price shall be as herein provided for payment of interest otherwise due. Upon surrender for any partial redemption of any Bond, there shall be prepared for the registered owner a new Bond or Bonds of like tenor, of authorized denominations, of the same maturity, and bearing the same rate of interest in the amount of the unpaid principal.

If any Bond or portion of a Bond called for redemption shall not be so paid upon surrender thereof for redemption, the principal shall, until paid or duly provided for, bear interest from the redemption date at the rate borne by the Bond or portion of Bond so called for redemption. All Bonds which have been redeemed shall be cancelled and destroyed by the Bond Registrar and shall not be reissued.

SECTION 11. Form of Bond. The Bonds shall be in substantially the form hereinafter set forth; provided, however, that if the text of the Bonds is to be printed in its entirety on the front side of the Bonds, then the second paragraph on the front side and the legend "See Reverse Side for Additional Provisions" shall be omitted and the text of paragraphs set forth for the reverse side shall be inserted immediately after the first paragraph.

[FORM OF BOND - FRONT SIDE]

REGISTERED
NO. _____

REGISTERED
\$ _____

**UNITED STATES OF AMERICA
STATE OF ILLINOIS
COUNTY OF McLEAN
CITY OF BLOOMINGTON
GENERAL OBLIGATION BOND, SERIES 2025**

See Reverse Side
for Additional
Provisions.

Interest _____ Maturity _____ Dated _____
Rate: _____% Date: June 1, 20____ Date: _____, 2025 CUSIP: 094491 ____

Registered Owner:

Principal Amount:

Know All Persons by These Presents that the City of Bloomington, McLean County, Illinois, a municipality, home rule unit, and political subdivision of the State of Illinois (the "City"), hereby acknowledges itself to owe and for value received promises to pay to the Registered Owner identified above, or registered assigns as hereinafter provided, on the Maturity Date identified above, the Principal Amount identified above and to pay interest (computed on the basis of a 360-day year of twelve 30-day months) on such Principal Amount from the later of the Dated Date of this Bond identified above or from the most recent interest payment date to which interest has been paid or duly provided for, at the Interest Rate per annum identified above, such interest to be payable on June 1 and December 1 of each year, commencing _____ 1, 20____, until said Principal Amount is paid or duly provided for. The principal of this Bond is payable in lawful money of the United States of America upon presentation hereof at the principal corporate trust office of _____, _____, _____, as paying agent and bond registrar (the "Bond Registrar"). Payment of interest shall be made to the Registered Owner hereof as shown on the registration books of the City maintained by the Bond Registrar, at the close of business on the applicable Record Date (the "Record Date"). The Record Date shall be the 15th day of the month preceding any regular interest payment date or the 15th day next preceding an interest payment occasioned by a redemption of Bonds on a day other than on a regularly scheduled interest payment date. Interest shall be paid by check or draft of the Bond Registrar, payable upon presentation in lawful money of the United States of America, mailed to the address of such Registered Owner as it appears on such registration books, or at such other address furnished in writing by such Registered Owner to the Bond Registrar, or as otherwise agreed by the City and the Bond Registrar for so long as this Bond is held by a qualified securities clearing corporation as depository, or nominee, in Book Entry Form as provided for same.

Reference is hereby made to the further provisions of this Bond set forth on the reverse hereof, and such further provisions shall for all purposes have the same effect as if set forth at this place.

It is hereby certified and recited that all conditions, acts, and things required by the Constitution and Laws of the State of Illinois to exist or to be done precedent to and in the issuance of this Bond, including the authorizing Act, have existed and have been properly done, happened and been performed in regular and due form and time as required by law; that the indebtedness of the City, represented by the Bonds, and including all other indebtedness of the City, howsoever evidenced or incurred, does not exceed any constitutional or statutory or other lawful limitation; and that provision has been made for the collection of a direct annual tax, in addition to all other taxes, on all of the taxable property in the City sufficient to pay the interest hereon as the same falls due and also to pay and discharge the principal hereof at maturity.

This Bond shall not be valid or become obligatory for any purpose until the certificate of authentication hereon shall have been signed by the Bond Registrar.

In Witness Whereof the City of Bloomington, McLean County, Illinois, by its City Council, has caused this Bond to be executed by the manual or duly authorized facsimile signature of its Mayor and attested by the manual or duly authorized facsimile signature of its City Clerk and its corporate seal or a facsimile thereof to be impressed or reproduced hereon, all as appearing hereon and as of the Dated Date identified above.

Mayor, City of Bloomington
McLean County, Illinois

ATTEST:

City Clerk, City of Bloomington
McLean County, Illinois

[SEAL]

CERTIFICATE OF AUTHENTICATION

This Bond is one of the Bonds described in the within-mentioned Ordinance and is one of the General Obligation Bonds, Series 2025, having a Dated Date of _____, 2025, of the City of Bloomington, McLean County, Illinois.

Date of Authentication:

_____, 2025

_____,
as Bond Registrar

By _____
Authorized Officer

[FORM OF BOND - REVERSE SIDE]

This Bond is one of a series of bonds (the “*Bonds*”) issued by the City for the purpose of improving the waterworks system of the City, all as described and defined in an ordinance for such purpose passed by the City Council of the City on the 27th day of May, 2025, authorizing the Bonds (the “*Ordinance*”), pursuant to and in all respects in compliance with the applicable provisions of the Illinois Municipal Code, as supplemented and amended, and as further supplemented and, where necessary, superseded, by the powers of the City as a home rule unit under the provisions of Section 6 of Article VII of the Constitution of the State of Illinois (such code and powers being the “*Act*”), and with the Ordinance, which has been duly approved by the Mayor, and published, in all respects as by law required.

This Bond may be transferred or exchanged, but only in the manner, subject to the limitations, and upon payment of the charges as set forth in the Ordinance. The Bond Registrar shall not be required to transfer or exchange any Bond during the period from the close of business on the Record Date for an interest payment date to the opening of business on such interest payment date [or during the period of 15 days preceding the giving of notice of redemption of Bonds or to transfer or exchange any Bond all or a portion of which has been called for redemption].

[This Bond may be subject to optional [and mandatory] redemption, and the holder of this Bond shall refer to the provisions of the Ordinance for the terms and provision for notice of redemption.]

The City and the Bond Registrar may deem and treat the Registered Owner hereof as the absolute owner hereof for the purpose of receiving payment of or on account of principal hereof and interest due hereon and for all other purposes, and neither the City nor the Bond Registrar shall be affected by any notice to the contrary.

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned sells, assigns, and transfers unto

--

Here insert Social Security Number,
Employer Identification Number or
other Identifying Number

(Name and Address of Assignee)

the within Bond and does hereby irrevocably constitute and appoint _____

as attorney to transfer the said Bond on the books kept for registration thereof with full power of substitution in the premises.

Dated: _____

Signature guaranteed: _____

NOTICE: The signature to this transfer and assignment must correspond with the name of the Registered Owner as it appears upon the face of the within Bond in every particular, without alteration or enlargement or any change whatever.

SECTION 12. Security for the Bonds. The Bonds are a general obligation of the City, for which the full faith and credit of the City are irrevocably pledged, and are payable from the levy of taxes on all of the taxable property in the City, without limitation as to rate or amount.

SECTION 13. Tax Levy; Abatement. For the purpose of providing funds required to pay the interest on the Bonds promptly when and as the same falls due, and to pay and discharge the principal thereof at maturity, there is hereby levied upon all of the taxable property within the City, in the years for which any of the Bonds are outstanding (beginning with levy year 2025 to and including levy year 2053), a direct annual tax sufficient for that purpose in a yearly amount not to exceed \$2,250,000 (the "*Pledged Taxes*"). The Pledged Taxes shall be fully set forth in the Bond Notification.

Moneys in the Bond Fund from time to time ("*Bond Moneys*") shall be applied to pay principal of and interest on the Bonds. Interest on or principal of the Bonds coming due at any time when there are insufficient Bond Moneys to pay the same shall be paid promptly when due from current funds on hand in advance of the deposit of the Pledged Taxes; and when the Pledged Taxes shall have been collected, reimbursement shall be made to said funds in the amount so advanced. The City covenants and agrees with the purchasers and registered owners of the Bonds that so long as any of the Bonds remain outstanding, the City will take no action or fail to take any action which in any way would adversely affect the ability of the City to levy and collect the Pledged Taxes. The City and its officers will comply with all present and future applicable laws in order to assure that the Pledged Taxes may lawfully be levied, extended, and collected as provided herein.

Whenever funds from any lawful source are made available for the purpose of paying any principal of or interest on the Bonds so as to enable the abatement of the Pledged Taxes levied for the payment of the same, the City Council may, by proper proceedings, direct the deposit of such funds into the Bond Fund or direct the set aside of such funds in another fund or account of the City, and further direct the abatement of the Pledged Taxes by the amount so deposited or so set aside.

SECTION 14. Filing with County Clerk. Promptly, after this Ordinance has become effective, a copy hereof, certified by the City Clerk, shall be filed with the County Clerk; and the County Clerk shall in and for each of the tax levy years 2025 to 2053, inclusive, ascertain the rate percent required to produce the aggregate Pledged Taxes hereinbefore provided to be levied in each of said years; and the County Clerk shall extend the same for collection on the tax books in connection with other taxes levied in said years in and by the City for general corporate purposes of the City; and, subject to abatement as stated hereinabove, in said years such annual tax shall be levied and collected by and for and on behalf of the City in like manner as taxes for general

corporate purposes for said years are levied and collected, and in addition to and in excess of all other taxes.

SECTION 15. Sale of Bonds; Official Statement. The Designated Representatives are hereby authorized to proceed not later than November 27, 2025, without any further authorization or direction from the City Council, to sell and deliver the Bonds upon the terms as prescribed in this Ordinance. The Bonds hereby authorized shall be executed as in this Ordinance provided as soon after the delivery of the Bond Notification as may be, and thereupon be deposited with one or more of the Designated Officials, and, after authentication thereof by the Bond Registrar, be by said official or officials delivered to the purchaser thereof (the "*Purchaser*"), upon receipt of the purchase price therefor, the same being not less than 98.0% of the principal amount of the Bonds (exclusive of original issue discount, if any), plus accrued interest to date of delivery. The Purchaser shall be the best bidder for the Bonds at a competitive sale conducted by Mesirow Financial, Inc., Chicago, Illinois, as set forth in the Bond Notification.

Prior to the sale of the Bonds, the Designated Officials are hereby authorized to approve and execute a commitment for the purchase of a Bond Insurance Policy (as hereinafter defined), to further secure the Bonds, as long as the present value of the fee to be paid for the Bond Insurance Policy (using as a discount rate the expected yield on such Bonds treating the fee paid as interest on the Bonds) is less than the present value of the interest reasonably expected to be saved on the Bonds over the term of such Bonds as a result of the Bond Insurance Policy.

Upon the sale of the Bonds, the Designated Representatives shall prepare the Bond Notification, which shall include the pertinent details of sale as provided herein. In the Bond Notification, the Designated Representatives shall find and determine that the Bonds have been sold at such price and bear interest at such rates that either the true interest cost (yield) or the net interest rate received upon the sale of the Bonds does not exceed the maximum rate otherwise authorized by applicable law. The Bond Notification shall be entered into the records of the City and made available to the City Council at the next regular meeting thereof; but such action shall be for information purposes only, and the City Council shall have no right or authority at such time to approve or reject such sale as evidenced in the Bond Notification.

Upon the sale of the Bonds, as evidenced by the execution and delivery of the Bond Notification by the Designated Representatives, the Designated Officials shall be and are hereby authorized and directed to approve or execute, or both, such documents of sale of such Bonds as may be necessary, including, without limitation, the contract for the sale of such Bonds between the City and the Purchaser (the "*Purchase Contract*"). Prior to the execution and delivery of the Purchase Contract, the Designated Representatives shall find and determine that no person holding any office of the City either by election or appointment, is in any manner interested, directly or indirectly, in his or her own name or in the name of any other person, association, trust or corporation, in the Purchase Contract.

The use by the Purchaser of any Preliminary Official Statement and any final Official Statement relating to the Bonds (the "*Official Statement*") is hereby ratified, approved and authorized; the execution and delivery of the Official Statement is hereby authorized; and the officers of the City Council are hereby authorized to take any action as may be required on the part of the City to consummate the transactions contemplated by the Purchase Contract, this Ordinance, said Preliminary Official Statement, the Official Statement and the Bonds.

SECTION 16. Creation of Funds and Appropriations.

A. There is hereby created the Bond Fund, designated the "*General Obligation Bonds, Series 2025 Bond Fund*", which shall be the fund for the payment of principal of and interest on the Bonds. Accrued interest, if any, received upon delivery of the Bonds shall be deposited into the Bond Fund and be applied to pay first interest coming due on the Bonds.

B. The Pledged Taxes shall either be deposited into the Bond Fund and used for paying the principal of and interest on the Bonds for which such Pledged Taxes were levied as hereinabove provided or be used to reimburse a fund or account from which advances to the Bond Fund may have been made to pay principal of or interest on such Bonds prior to receipt of such Pledged Taxes. Interest income or investment profit earned in the Bond Fund shall be retained in the Bond Fund for payment of the principal of or interest on the Bonds on the interest payment date next after such interest or profit is received or, to the extent lawful and as determined by the City Council, transferred to such other fund as may be determined. The City hereby pledges, as equal and ratable security for the Bonds, all Bond Moneys on deposit in the Bond Fund for the sole benefit of the registered owners of the Bonds, subject to the reserved right of the City Council to transfer certain interest income or investment profit earned in the Bond Fund to other funds of the City, as described in the preceding sentence.

C. The amount necessary from the sale proceeds of the Bonds shall be used to pay costs of issuance of the Bonds and shall be retained by the City Treasurer to pay such expenses. Any disbursements for expenses shall be made from time to time as necessary. Any excess from the sale proceeds of the Bonds held for such purpose shall be deposited into the Bond Fund not more than six months from the date of issuance of the Bonds.

D. The remaining sale proceeds of the Bonds shall be used to pay costs of the Project and to that end shall be deposited into a separate and segregated account of the City, hereby created, and to be known as the "*Series 2025 Project Fund*" (the "Project Fund"). Monies on deposit in and to the credit of the Project Fund shall be disbursed from time to time as needed by the City Treasurer, without further official action or direction of the City Council, in accordance with normal City procedures for disbursements of corporate funds for capital projects. Upon the completion of the Project, as certified to the City Treasurer by the architect or engineer in responsible charge of the Project, remaining funds, if any, on deposit in and to the credit of the Project Fund shall be transferred by the City Treasurer, without further official action of or direction by the City Council, to the Bond Fund. Monies on deposit in and to the credit of the Project Fund may be invested by the City Treasurer in any investments for City funds as may be from time to time authorized under Illinois law, without further official action of or direction by the Council.

Without further official action of or direction by the City Council, if necessary to ensure the timely payment of principal of and interest on the Bonds, monies on deposit in the Project Fund may be transferred by the City Treasurer at any time to the Bond Fund in anticipation of the collection of Pledged Taxes. Any amount so transferred shall be immediately repaid upon the collection of Pledged Taxes.

E. Alternatively to the creation of the Bond Fund, the City Treasurer may allocate the moneys for payment of the Bonds to one or more related funds of the City already in existence and in accordance with good accounting practice; provided, however, that this shall not relieve the City Treasurer of the duty to account for the moneys for payment of the Bonds as herein provided.

SECTION 17. Continuing Disclosure Undertaking. In connection with the issuance of Bonds, each of the Designated Officials is hereby authorized, empowered, and directed to execute and deliver a Continuing Disclosure Undertaking (the "*Continuing Disclosure Undertaking*"). When the Continuing Disclosure Undertaking is executed and delivered on behalf of the City as herein provided, the Continuing Disclosure Undertaking will be binding on the City and the officers, employees, and agents of the City; and the officers, employees, and agents of the City are hereby authorized, empowered, and directed to do all such acts and things and to execute all such documents as may be necessary to carry out and comply with the provisions of the Continuing Disclosure Undertaking as executed. Notwithstanding any other provision of this Ordinance, the sole remedies for failure to comply with the Continuing Disclosure Undertaking shall be the ability of the beneficial owner of any Bond to seek mandamus or specific performance by court order, to cause the City to comply with its obligations under the Continuing Disclosure Undertaking.

SECTION 18. Non-Arbitrage and Tax-Exemption. The City hereby covenants that it will not take any action, omit to take any action or permit the taking or omission of any action within its control (including, without limitation, making or permitting any use of the proceeds of the Bonds) if taking, permitting or omitting to take such action would cause any of the Bonds to be an arbitrage bond or a private activity bond within the meaning of the Code or would otherwise cause the interest on the Bonds to be included in the gross income of the recipients thereof for federal income tax purposes. The City acknowledges that, in the event of an examination by the Internal Revenue Service of the exemption from federal income taxation for interest paid on the Bonds, under present rules, the City may be treated as a "taxpayer" in such examination and agrees that it will respond in a commercially reasonable manner to any inquiries from the Internal Revenue Service in connection with such an examination.

The City also agrees and covenants with the purchasers and holders of the Bonds from time to time outstanding that, to the extent possible under Illinois law, it will comply with whatever federal tax law is adopted in the future which applies to the Bonds and affects the tax-exempt status of the Bonds.

The City Council hereby authorizes the officials of the City responsible for issuing the Bonds, the same being the Designated Officials, to make such further covenants and certifications regarding the specific use of the proceeds of the Bonds as approved by the City Council and as may be necessary to assure that the use thereof will not cause the Bonds to be arbitrage bonds and to assure that the interest on the Bonds will be exempt from federal income taxation. In connection therewith, the City and the City Council further agree: (a) through their officers, to make such further specific covenants, representations as shall be truthful, and assurances as may be necessary or advisable; (b) to consult with counsel approving the Bonds and to comply with such advice as may be given; (c) to pay to the United States, as necessary, such sums of money representing required rebates of excess arbitrage profits relating to the Bonds; (d) to file such forms, statements, and supporting documents as may be required and in a timely manner; and

(e) if deemed necessary or advisable by their officers, to employ and pay fiscal agents, financial advisors, attorneys, and other persons to assist the City in such compliance.

SECTION 19. Reimbursement. On September 23, 2024, the City Council adopted a resolution expressing official intent to reimburse certain Project expenditures with the sale proceeds of the Bonds (the “Reimbursement Resolution”). With respect to any Project expenditures paid within the 60-day period ending on this date and not included in the Reimbursement Resolution, the City hereby declares its intent to reimburse such expenditures and hereby allocates proceeds of the Bonds in the amount indicated in the Tax Exemption Certificate and Agreement to be delivered in connection with the issuance of the Bonds to reimburse said expenditures.

SECTION 20. Registered Form. The City agrees that it will not take any action to permit the Bonds to be issued in, or converted into, bearer or coupon form.

SECTION 21. Duties of Bond Registrar. If requested by the Bond Registrar, the Designated Officials are authorized to execute the Bond Registrar’s standard form of agreement between the City and the Bond Registrar with respect to the obligations and duties of the Bond Registrar hereunder which may include the following:

- (a) to act as bond registrar, authenticating agent, paying agent and transfer agent as provided herein;
- (b) to maintain a list of Bondholders as set forth herein and to furnish such list to the City upon request, but otherwise to keep such list confidential;
- (c) to give notice of redemption of Bonds as provided herein;
- (d) to cancel and/or destroy Bonds which have been paid at maturity or upon earlier redemption or submitted for exchange or transfer;
- (e) to furnish the City at least annually a certificate with respect to Bonds cancelled and/or destroyed; and
- (f) to furnish the City at least annually an audit confirmation of Bonds paid, Bonds outstanding and payments made with respect to interest on the Bonds.

SECTION 22. Municipal Bond Insurance. In the event the payment of principal of and interest on the Bonds is insured pursuant to a municipal bond insurance policy (a “*Municipal Bond Insurance Policy*”) issued by a bond insurer (a “*Bond Insurer*”), and as long as such Municipal Bond Insurance Policy shall be in full force and effect, the City and the Bond Registrar agree to comply with such usual and reasonable provisions regarding presentment and payment of the Bonds, subrogation of the rights of the Bondholders to the Bond Insurer when holding Bonds, amendment hereof, or other terms, as approved by any of the Designated Officials on advice of counsel, his or her approval to constitute full and complete acceptance by the City of such terms and provisions under authority of this section.

SECTION 23. Record-Keeping Policy and Post-Issuance Compliance Matters. On May 23, 2011, the City Council adopted a record-keeping and post issuance compliance policy for the purpose of maintaining sufficient records to demonstrate compliance with the various covenants and expectations necessary to ensure the appropriate federal tax status for the Bonds and other debt obligations of the City, the interest on which is excludable from “gross income” for federal income tax purposes or which enable the City or the holder to receive federal tax benefits (the “Policy”). The Policy was amended by the City Council on October 14, 2013.

SECTION 24. Publication of Ordinance. A full, true, and complete copy of this Ordinance shall be published within ten days after passage in pamphlet form by authority of the City Council.

[Remainder of Page Intentionally Left Blank]

SECTION 25. Superseder and Effective Date. All ordinances, resolutions, and orders, or parts thereof, in conflict herewith, are to the extent of such conflict hereby superseded; and this Ordinance shall be in full force and effect immediately upon its passage, approval, and publication as provided by law.

ADOPTED: May 27, 2025.

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED: May ____, 2025

Mayor

RECORDED in the City Records on May ____, 2025.

ATTEST:

City Clerk

Council Member _____ moved and Council Member _____ seconded the motion that said ordinance as presented and read by title be adopted.

After a full discussion thereof, the Mayor directed that the roll be called for a vote upon the motion to adopt said ordinance.

Upon the roll being called, the following Council Members voted Aye:

_____ and the following Council Members voted Nay: _____.

Whereupon the Mayor declared the motion carried and said ordinance adopted, approved and signed the same in open meeting and directed the City Clerk to record the same in the records of the City Council of the City of Bloomington, McLean County, Illinois, which was done.

Other business not pertinent to the adoption of said ordinance was duly transacted at the meeting.

Upon motion duly made, seconded and carried, the meeting was adjourned.

Leslie Smith-Yocum, City Clerk

STATE OF ILLINOIS)
) SS
COUNTY OF MCLEAN)

CERTIFICATION OF MINUTES AND ORDINANCE

I, the undersigned, do hereby certify that I am the duly qualified and acting City Clerk of the City of Bloomington, McLean County, Illinois (the “City”), and as such official I am the keeper of the official journal of proceedings, books, records, minutes, and files of the City and of the City Council (the “City Council”) thereof.

I do further certify that the foregoing is a full, true, and complete transcript of that portion of the minutes of the meeting (the “Meeting”) of the City Council held on the 27th day of May, 2025 insofar as the same relates to the adoption of an ordinance, numbered _____ and entitled:

AN ORDINANCE PROVIDING FOR THE ISSUANCE OF NOT TO EXCEED \$36,000,000 GENERAL OBLIGATION BONDS, SERIES 2025, OF THE CITY OF BLOOMINGTON, MCLEAN COUNTY, ILLINOIS, FOR THE PURPOSE OF FINANCING IMPROVEMENTS TO THE WATERWORKS SYSTEM IN SAID CITY AND PROVIDING FOR THE LEVY AND COLLECTION OF A DIRECT ANNUAL TAX SUFFICIENT FOR THE PAYMENT OF THE PRINCIPAL OF AND INTEREST ON SAID BONDS.

(the “Ordinance”) a true, correct, and complete copy of which Ordinance as adopted at the Meeting appears in the foregoing transcript of the minutes of the Meeting.

I do further certify that the deliberations of the City Council on the adoption of the Ordinance were taken openly; that the vote on the adoption of the Ordinance was taken openly; that the Meeting was held at a specified time and place convenient to the public; that notice of the Meeting was duly given to all newspapers, radio or television stations, and other news media requesting such notice; that an agenda for the Meeting was posted at the location where the Meeting was held and at the principal office of the City Council at least 96 hours in advance of the holding of the Meeting; that at least one copy of said agenda was continuously available for public review during the entire 96-hour period preceding said Meeting; and that the Meeting was called and held in strict compliance with the provisions of the Open Meetings Act of the State of Illinois, as amended, and the Illinois Municipal Code, as amended, and that the City Council has complied with all of the provisions of said Act and said Code and with all of the procedural rules of the City Council in the adoption of the Ordinance.

IN WITNESS WHEREOF I hereunto affix my official signature and the seal of the City this 27th day of May, 2025.

Leslie Smith-Yocum, City Clerk

[SEAL]

STATE OF ILLINOIS)
) SS
COUNTY OF McLEAN)

CERTIFICATE OF FILING

I, the undersigned, do hereby certify that I am the duly qualified and acting County Clerk of The County of McLean, Illinois, and as such officer I do hereby certify that on the ____ day of _____, 2025 there was filed in my office a properly certified copy of Ordinance Number _____, passed by the City Council of the City of Bloomington, McLean County, Illinois, on the 27th day of May, 2025, and approved by the Mayor of said City, and entitled:

AN ORDINANCE PROVIDING FOR THE ISSUANCE OF NOT TO EXCEED \$36,000,000 GENERAL OBLIGATION BONDS, SERIES 2025, OF THE CITY OF BLOOMINGTON, MCLEAN COUNTY, ILLINOIS, FOR THE PURPOSE OF FINANCING IMPROVEMENTS TO THE WATERWORKS SYSTEM IN SAID CITY AND PROVIDING FOR THE LEVY AND COLLECTION OF A DIRECT ANNUAL TAX SUFFICIENT FOR THE PAYMENT OF THE PRINCIPAL OF AND INTEREST ON SAID BONDS.

and that the same has been deposited in, and all as appears from, the official files and records of my office.

In Witness Whereof I have hereunto affixed my official signature and the seal of The County of McLean, Illinois, this ____ day of _____, 2025.

County Clerk of the County of McLean, Illinois

[Seal]

OFFICIAL NOTICE OF SALE

AND

BID FORM

FOR

**CITY OF BLOOMINGTON
MCLEAN COUNTY, ILLINOIS**

\$33,750,000* GENERAL OBLIGATION BONDS, SERIES 2025

DATE AND TIME:

June 3, 2025
9:45 A.M.
Central Time

PLACE:

Mesirow Financial, Inc.
353 North Clark Street
Chicago, Illinois 60654
Attention: Todd Krzyskowski
Phone: (312) 595-7842
E-mail: todd.krzyskowski@mesirow.com

FORM OF BIDDING:

Electronic, as described herein

*Preliminary, subject to change.

OFFICIAL NOTICE OF SALE

\$33,750,000* GENERAL OBLIGATION BONDS, SERIES 2025

**CITY OF BLOOMINGTON
MCLEAN COUNTY, ILLINOIS**

BIDS DUE: JUNE 3, 2025; 9:30 A.M. TO 9:45 A.M. CENTRAL TIME

NOTICE IS HEREBY GIVEN that the City Council (the “*City Council*”) of the City of Bloomington, McLean County, Illinois (the “*City*”) will receive electronic all-or-none bids in the manner described below *until 9:45 A.M. Central Time on June 3, 2025* (the “*Sale Date*”) unless extended in accordance with the two-minute rule described herein for the purchase of the City’s General Obligation Bonds, Series 2025 (the “*Bonds*”).

DESCRIPTION OF THE BONDS

The Bonds are being issued pursuant to the powers of the City as a home rule unit of government under Section 6 of Article VII of the Constitution of the State of Illinois (the “*Home Rule Powers*”), the Illinois Municipal Code and the Local Government Debt Reform Act of the State of Illinois (the “*Debt Reform Act*”), and all laws amendatory thereof and supplementary thereto, and an ordinance adopted by the City Council of the City (the “*City Council*”) on the 27th day of May, 2025, as supplemented by a notification of sale (together, the “*Bond Ordinance*”).

Proceeds of the Bonds will be used to (a) improve the waterworks system of the City and (b) pay costs associated with the issuance of the Bonds.

Chapman and Cutler LLP, Chicago, Illinois, Bond Counsel (“*Bond Counsel*”), will provide an opinion at closing that the Bonds are valid and legally binding upon the City and are payable from any funds of the City legally available for such purpose, and all taxable property in the City is subject to the levy of taxes to pay the same without limitation as to rate or amount, except that the rights of the owners of the Bonds and the enforceability of the Bonds may be limited by bankruptcy, insolvency, moratorium, reorganization and other similar laws affecting creditors’ rights and by equitable principles, whether considered at law or in equity, including the exercise of judicial discretion. See “SECURITY FOR THE BONDS” in the Preliminary Official Statement (as hereinafter defined) for additional information.

The proposed form of opinion of Bond Counsel regarding the Bonds is set forth in Appendix B to the Preliminary Official Statement.

* Preliminary, subject to change.

SUBMISSION OF BID(S)

Bids for the Bonds will be received via **MuniAuction** and no other provider of electronic bidding services will be accepted. To the extent any instructions or directions set forth by **MuniAuction** conflict with this Official Notice of Sale, the terms of this Official Notice of Sale shall control. For further information about **MuniAuction**, potential bidders may contact the City's municipal advisor Mesirow Financial, Inc., Chicago, Illinois (the "*Municipal Advisor*") at the numbers indicated below, or **MuniAuction** at (412) 391-5555 x1370. The use of **MuniAuction** shall be at the bidder's risk and the City will have no liability with respect thereto. Only FINRA registered broker-dealers and dealer banks with The Depository Trust Company, New York, New York ("*DTC*") clearing arrangements will be eligible to bid for the Bonds.

REGISTRATION AND ADMISSION TO BID

To bid, any interested party must first visit the **MuniAuction** website at www.grantstreet.com where, if they have never registered with either **MuniAuction** or any municipal debt auction website powered by **MuniAuction**, they can register and then request admission to the auction for the Bonds. Only FINRA registered broker dealers and dealer banks with DTC clearing arrangements will be eligible to bid. Bidders who have previously registered with **MuniAuction** may call auction support at (412) 246-1370, to confirm their ID or password.

RULES OF MUNIAUCTION

The "Rules of MuniAuction" can be viewed on the **MuniAuction** website at "www.grantstreet.com" and are incorporated by reference in this Official Notice of Sale. Bidders must comply with the Rules of MuniAuction in addition to the requirements of this Official Notice of Sale. In the event the Rules of MuniAuction conflict with this Official Notice of Sale, this Official Notice of Sale shall prevail.

BIDDING PROCEDURES

All bids must be unconditional and submitted on the **MuniAuction** website. No telephone, telefax, telegraph or personal delivery bids will be accepted. Bidders may change and submit bids as many times as they wish during the auction for the Bonds (the "*Auction*"); provided, however, that each bid submitted subsequent to a bidder's initial bid must result in a lower true interest cost ("*TIC*"), when compared to the immediately preceding bid of such bidder. The last bid submitted by a bidder before the end of the Auction will be compared to all other final bids submitted by others to determine the winning bidder. During the bidding, no bidder will see any other bidder's bid but each bidder will be able to see its ranking (*i.e.*, "*Leader*," "*Cover*," "*3rd*," *etc.*).

If any bid becomes a leading bid two (2) minutes prior to the end of the Auction, then the Auction will be automatically extended by two (2) minutes from the time such new leading bid

was received by **MuniAuction**. The Auction end time will continue to be extended, indefinitely, until a single leading bid remains the leading bid for at least two (2) minutes.

BIDDING DETAILS

Each bid shall provide a schedule of interest rates on the Official Bid Form for the Bonds, as specified below. The bids shall state the rate or rates at which the Bonds shall bear interest in multiples of 1/8 or 1/20 of 1% or both, subject to a maximum interest rate of 5.50% on any maturity, and a minimum interest rate of 4.00% on the June 1, 2035, maturity and all maturities thereafter. Bonds maturing in any one year must carry the same interest rate. For the Bonds, zero interest rates or rates higher than 5.50% are not permitted. Contingent bids are not permitted.

The Bonds are subject to optional redemption prior to maturity as set forth in the Preliminary Official Statement. Any bidder electing to designate any maturities as term bonds shall so specify on the attached bid form. Term bonds shall be subject to mandatory sinking fund redemption by lot in the amounts currently specified for the serial bonds, at a redemption price of 100% of the principal amount thereof.

Each bid, to be considered, must contain a bid for all of the Bonds. **The minimum aggregate purchase price shall not be less than 98.50%.** See "PROCEDURES RELATING TO DELIVERY OF THE BONDS" below. Any Official Bid Form which is not fully completed and signed may be rejected at the option of the City.

The City reserves the right to adjust maturities and the aggregate principal amount of the Bonds. If the City elects to do so, it will notify the winning bidder of its intention within 60 minutes of the verbal award of the Bonds. The underwriter's spread, in dollars per bond, will be maintained and principal amounts will be adjusted.

Attorneys' fees, rating agency fees, Municipal Advisor fees, the cost of preparing and printing the Bonds, the fees of the registrar and paying agent for the Bonds, the cost of distributing this Official Notice of Sale, the Preliminary Official Statement and the Official Statement and miscellaneous expenses of the City incurred in connection with the offering and delivery of the Bonds shall all be the obligation of the City. The costs of issuance of the Bonds may be distributed by the Purchaser (as hereinafter define) on behalf of the City from proceeds of the Bonds and by submitting a bid, the Purchaser agrees to send (an) additional wire(s) at closing to distribute such costs if so requested by the Purchaser.

By submitting a bid, each bidder makes the representation that it understands that Bond Counsel represents the City in the Bond transaction and, if such bidder has retained Bond Counsel in an unrelated matter, such bidder represents that the signatory to the bid is duly authorized to, and does consent to and waive for and on behalf of such bidder any conflict of interest of Bond Counsel arising from any adverse position to the City in this matter; such consent and waiver shall supersede any formalities otherwise required in any separate understandings, guidelines or contractual arrangements between the bidder and Bond Counsel.

ACCEPTANCE OF BID

For the purpose of determining the winning bid for the Bonds, the interest cost of each bid will be computed by determining the True Interest Cost to the City on the Bonds. The Bonds will be awarded to the bidder(s) whose bid produces the lowest True Interest Cost to the City. The True Interest Cost is the annual compounded percentage rate by which periodic principal and interest payments on the Bonds are discounted to the present value, represented by the bid for the Bonds, as of the date of the Bonds (expected to be June 17, 2025). The bids for the Bonds shall be determined by calculating the par amount of the Bonds plus any premium, less any original issue discount, less underwriting spread, as of the date of the Bonds. Each bidder should supply with its bid the True Interest Cost to the City, computed in the manner specified above. The True Interest Cost calculation is not a part of the bid and is for information purposes only.

The City reserves the right to reject any or all bids. The City may also, at its sole discretion, waive any irregularity or informality in any bid. Additionally, the City reserves the right to modify or amend this Official Notice of Sale; however, any such modification or amendment shall not be made less than twenty-four (24) hours prior to the date and time for receipt of bids on the Bonds and any such modification or amendment will be announced through MuniAuction.

AWARD OF BID(s):

Bids submitted for the purchase of the Bonds will be accepted or rejected by the City on the Sale Date (the "*Award*"), and the winning bidder(s) (collectively, the "*Purchaser*") will be notified of the Award by the Municipal Advisor within two hours of the conclusion of the sale on the Sale Date. Once the Award is made, the Purchaser is irrevocably obligated to purchase the Bonds at the rates specified in the Award.

Although a good faith deposit is not required to submit a bid, the Purchaser is required to submit a certified or cashier's check on a solvent bank or trust company or a wire transfer for TWO PERCENT OF PAR payable to the City Treasurer as evidence of good faith of the Purchaser (the "*Deposit*") not later than 3:30 P.M. Central Time on the Sale Date. The Deposit of the Purchaser will be retained by the City pending delivery of the Bonds. The City may hold the proceeds of the Deposit or invest the same (at the City's risk) in obligations that mature at or before the delivery of the Bonds, until disposed of, as follows: (a) at the delivery of the Bonds and upon compliance with the Purchaser's obligation to take up and pay for the Bonds, the full amount of the Deposit held by the City, without adjustment for interest, shall be applied toward the purchase price of the Bonds at that time, and the full amount of any interest earnings thereon shall be retained by the City; and (b) if the Purchaser fails to take up and pay for the Bonds when tendered, the full amount of the Deposit plus any interest earnings thereon will be forfeited to the City as liquidated damages.

ESTABLISHMENT OF ISSUE PRICE

(a) The Purchaser shall assist the City in establishing the issue price of the Bonds and shall execute and deliver to the City at closing an “issue price” or similar certificate setting forth the reasonably expected initial offering price to the Public (as hereinafter defined) or the sales price or prices of the Bonds, together with the supporting pricing wires or equivalent communications, substantially in the form attached hereto as *Exhibit A*, with such modifications as may be appropriate or necessary, in the reasonable judgment of the Purchaser, the City and Bond Counsel. All actions to be taken by the City under this Official Notice of Sale to establish the issue price of the Bonds may be taken on behalf of the City by the City’s Municipal Advisor, identified herein, and any notice or report to be provided to the City may be provided to the City’s Municipal Advisor. Within one hour of the award, the Purchaser will provide the City and its Municipal Advisor the expected initial offering price of the Bonds, which the Purchaser used to formulate its bid.

(b) The City intends that the provisions of Treasury Regulation Section 1.148-1(f)(3)(i) (defining “competitive sale” for purposes of establishing the issue price of the Bonds) will apply to the initial sale of the Bonds (the “*Competitive Sale Requirements*”) because:

- (1) the City will disseminate this Official Notice of Sale to potential Underwriters in a manner that is reasonably designed to reach potential Underwriters;
- (2) all bidders will have an equal opportunity to bid;
- (3) the City may receive bids from at least three underwriters of municipal bonds who have established industry reputations for underwriting new issuances of municipal bonds; and
- (4) the City anticipates awarding the sale of the Bonds to the bidder who submits a firm offer to purchase the Bonds at the lowest TIC, as set forth in this Official Notice of Sale.

Any bid submitted pursuant to this Official Notice of Sale shall be considered a firm offer for the purchase of the Bonds, as specified in the bid.

(c) In the event that the Competitive Sale Requirements are not satisfied, the City shall so advise the Purchaser. In such event, any bid proposal submitted will not be subject to cancellation or withdrawal, and the City agrees to use the rules selected by the Purchaser on its bid form to determine the issue price for the Bonds. On the bid form, each bidder must select one of the following rules to establish the issue price of the Bonds: (i) the “10% Test” which will establish the issue price of a maturity of the Bonds as the first price at which 10% of such maturity of the Bonds is sold to the Public and/or (ii) the “Hold-the-Offering-Price Rule” which will establish the issue price of a maturity of the Bonds as the initial offering price of that maturity, in each case applied on a maturity-by-maturity basis. If the Purchaser selects the Hold-the-Offering-Price Rule, the Purchaser shall promptly advise the City, at or before the time of award of the

Bonds, which maturities of the Bonds have not satisfied the 10% Test and will be subject to the Hold-the-Offering-Price Rule. Bidders should prepare their bids on the assumption that some or all of the maturities of the Bonds will be subject to the Hold-the-Offering-Price Rule or the 10% Test, as selected on the bid form, in order to establish the issue price of the Bonds. In addition if the 10% Test has not been satisfied with respect to any maturity of the Bonds prior to closing, then the Purchaser shall provide the City with a representation as to the price or prices as of the date of closing at which the Purchaser reasonably expects to sell the remaining Bonds of such maturity.

(d) If the Competitive Sale Requirements are not satisfied and the Purchaser selects the Hold-the-Offering-Price Rule, then the Purchaser shall (i) confirm that the Underwriters (as hereinafter defined) have offered or will offer the Bonds to the Public on or before the date of award at the offering price or prices (the "Initial Offering Price"), or at the corresponding yield or yields set forth in the bid submitted by the Purchaser and (ii) agree, on behalf of the Underwriters participating in the purchase of the Bonds, that the Underwriters will neither offer nor sell unsold Bonds of any maturity to which the Hold-the-Offering-Price Rule shall apply to any person at a price that is higher than the Initial Offering Price to the Public during the period starting on the Sale Date and ending on the earlier of the following:

- (1) the close of the fifth (5th) business day after the Sale Date; or
- (2) the date on which the Underwriters have sold at least 10% of that maturity of the Bonds to the Public at a price that is no higher than the Initial Offering Price to the Public.

The Purchaser will advise the City promptly after the close of the fifth (5th) business day after the Sale Date whether it has sold 10% of that maturity of the Bonds to the Public at a price that is no higher than the Initial Offering Price to the Public. Within one hour of the award, the Purchaser will inform the City of the Initial Offering Price for each maturity of the Bonds.

(e) If the Competitive Sale Requirements are not satisfied and the Purchaser selects the 10% Test, then until the 10% Test has been satisfied as to each maturity of the Bonds, the Purchaser agrees to promptly report to the City the prices at which the unsold Bonds of that maturity have been sold to the Public. That reporting obligation shall continue, whether or not the closing date has occurred, until either (i) all Bonds of that maturity have been sold or (ii) the 10% Test has been satisfied as to the Bonds of that maturity, provided that, the Purchaser's reporting obligation after the closing date may be at reasonable periodic intervals or otherwise upon request of the City or Bond Counsel. In addition if the 10% Test has not been satisfied with respect to any maturity of the Bonds prior to closing, then the Purchaser shall provide the City with a representation as to the price or prices as of the date of closing at which the Purchaser reasonably expects to sell the remaining Bonds of such maturity.

(f) The City acknowledges that, in making the representations set forth above, the Purchaser will rely on (i) the agreement of each Underwriter to comply with requirements for establishing the issue price of the Bonds, including, but not limited to, its agreement to comply with the Hold-the-Offering-Price Rule, if applicable to the Bonds, as set forth in an agreement

among Underwriters and the related pricing wires, (ii) in the event a selling group has been created in connection with the initial sale of the Bonds to the Public, the agreement of each dealer who is a member of the selling group to comply with the requirements for establishing the issue price of the Bonds, including, but not limited to, its agreement to comply with the Hold-the-Offering-Price Rule, if applicable to the Bonds, as set forth in a selling group agreement and the related pricing wires, and (iii) in the event that an Underwriter is a party to a third-party distribution agreement that was employed in connection with the initial sale of the Bonds to the Public, the agreement of each broker-dealer that is a party to such agreement to comply with the requirements for establishing the issue price of the Bonds including, but not limited to, its agreement to comply with the Hold-the-Offering-Price Rule, if applicable to the Bonds, as set forth in the third-party distribution agreement and the related pricing wires. The City further acknowledges that each Underwriter shall be solely liable for its failure to comply with its agreement regarding the requirements for establishing the issue price of the Bonds, including, but not limited to, its agreement to comply with the Hold-the-Offering-Price Rule, if applicable to the Bonds, and that no Underwriter shall be liable for the failure of any other Underwriter, or of any dealer who is a member of a selling group, or of any broker-dealer that is a party to a third-party distribution agreement to comply with its corresponding agreement to comply with the requirements for establishing the issue price of the Bonds, including, but not limited to, its agreement to comply with the Hold-the-Offering-Price Rule if applicable to the Bonds.

(g) By submitting a bid, each bidder confirms that:

(i) any agreement among Underwriters, any selling group agreement and each third-party distribution agreement (to which the bidder is a party) relating to the initial sale of the Bonds to the Public, together with the related pricing wires, contains or will contain language obligating each Underwriter, each dealer who is a member of the selling group, and each broker-dealer that is a party to such third-party distribution agreement, as applicable:

- (A)(i) to report the prices at which it sells to the Public the unsold Bonds of each maturity allocated to it whether or not the closing date has occurred, until either all Bonds of that maturity allocated to it have been sold to the Public or it is notified by the Purchaser that the 10% Test has been satisfied as to the Bonds of that maturity, provided that, the reporting obligation after the closing date may be at reasonable periodic intervals or otherwise upon request of the Purchaser and (ii) to comply with the Hold-the-Offering-Price Rule, if applicable, if and for so long as directed by the Purchaser and as set forth in the related pricing wires, which shall be until the 10% Test has been satisfied as to the Bonds of that maturity or until the close of business on the fifth (5th) business day following the date of award,
- (B) to promptly notify the Purchaser of any sales of Bonds that, to its knowledge, are made to a purchaser who is a Related Party to an Underwriter participating in the initial sale of the Bonds to the Public, and
- (C) to acknowledge that, unless otherwise advised by the Underwriter,

dealer or broker-dealer, the Purchaser shall assume that each order submitted by the Underwriter is a sale to the Public.

(ii) any agreement among Underwriters or selling group agreement relating to the initial sale of the Bonds to the Public, together with the related pricing wires, contains or will contain language obligating each Underwriter that is a party to a third-party distribution agreement to be employed in connection with the initial sale of the Bonds to the Public to require each broker-dealer that is a party to such third-party distribution agreement to (A) report the prices at which it sells to the Public the unsold Bonds of each maturity allocated to it, whether or not the closing date has occurred, until either all Bonds of that maturity allocated to it have been sold or until it is notified by the Purchaser or such Underwriter that the 10% Test has been satisfied as to the Bonds of that maturity, provided that, the reporting obligation after the closing date may be at reasonable periodic intervals or otherwise upon request of the Purchaser or such Underwriter and (B) comply with the Hold-the-Offering-Price Rule, if applicable, if and for so long as directed by the Purchaser or the Underwriter and as set forth in the related pricing wires, which shall be at least until the 10% Test has been satisfied as to the Bonds of that maturity or until the close of business on the fifth (5th) business day following the date of the award.

(h) Sales of any Bonds to any person that is a Related Party to an Underwriter participating in the initial sale of the Bonds to the Public shall not constitute sales to the Public for purposes of this Official Notice of Sale. Further, for purposes of this Official Notice of Sale:

(i) “Public” means any person other than an Underwriter or a Related Party,

(ii) a purchaser of any of the Bonds is a “Related Party” to an Underwriter if the Underwriter and the Purchaser are subject, directly or indirectly, to (A) more than 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), (B) more than 50% common ownership of their capital interests or profits interests, if both entities are partnerships (including direct ownership by one partnership of another), or (C) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other),

(iii) “Sale Date” means the date that the Bonds are awarded by the City to the Purchaser, and

(iv) “Underwriter” means (A) any person that agrees pursuant to a written contract with the City (or with the lead Underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the Public and (B) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (A) to participate in the initial sale of the Bonds to the Public (including a member of a selling group or a party to a third-party distribution agreement participating in the initial sale of

the Bonds to the Public).

BOND DETAILS

The Bonds will be dated the date of issuance thereof, will be in fully registered form, without coupons, and will be in denominations of \$5,000 or any integral multiple thereof under a book-entry only system operated by The Depository Trust Company, New York, New York (“DTC”). Principal of and interest on the Bonds will be payable by U.S. Bank, National Association, Indianapolis, Indiana (the “Registrar”).

The Bonds will mature as shown on the inside cover page hereof. Interest on the Bonds will be payable each June 1 and December 1, beginning December 1, 2025.

The Bonds due on or after June 1, 2035, are subject to redemption prior to maturity at the option of the City as a whole or in part in integral multiples of \$5,000 in any order of their maturity as determined by the City (less than all of the Bonds of a single maturity to be selected by the Registrar), on June 1, 2034, and on any date thereafter, at the redemption price of par plus accrued interest to the redemption date.

PROCEDURES RELATING TO DELIVERY OF THE BONDS

As a condition to delivery of the Bonds, the Purchaser shall provide Bond Counsel with the required statistics to complete parts II-V of IRS Form 8038-G within 48 hours of the Award.

At the time of delivery of the Bonds, Bond Counsel will furnish to the Purchaser its approving legal opinion that, subject to compliance by the City with certain covenants, under present law, in the opinion of Bond Counsel, interest on the Bonds is excludable from the gross income of the owners thereof for federal income tax purposes and is not included as an item of tax preference in computing the federal alternative minimum tax for individuals, as more fully discussed under the heading “TAX EXEMPTION” in the Preliminary Official Statement dated May 16, 2025, relating to the Bonds (the “*Preliminary Official Statement*”). Interest on the Bonds is not exempt from present State of Illinois income taxes. The proposed form of opinion of Bond Counsel is set forth in Appendix B to the Preliminary Official Statement. Bond Counsel will also furnish to the Purchaser a complete, certified transcript of all proceedings in connection with the issuance of the Bonds, which shall include a non-litigation certificate of the City affirming that there is no litigation pending or threatened as to the validity of security of the Bonds.

The Bonds will be issued as fully-registered Bonds without coupons and, when issued, will be registered in the name of Cede & Co., as nominee for DTC. DTC will act as securities depository for the Bonds. A single Bond certificate will be issued to DTC and immobilized in its custody. Individual purchases may be made in book-entry-only form only through DTC participants, in the principal amount of \$5,000 and integral multiples thereof. Individual purchasers will not receive certificates evidencing their ownership of the Bonds purchased. The Purchaser shall be required to deposit the Bond certificates with DTC as a condition to delivery of the Bonds. The City will make payments of principal and interest on the Bonds to DTC or its

nominee as registered owner of the Bonds in same-day funds. Transfer of those payments to participants of DTC will be the responsibility of DTC; transfer of the payments to beneficial owners by DTC participants will be the responsibility of such participants and other nominees of beneficial owners all as required by DTC rules and procedures. No assurance can be given by the City that DTC, its participants and other nominees of beneficial owners will make prompt transfer of the payments as required by DTC rules and procedures. The City assumes no liability for failures of DTC, its participants or other nominees to promptly transfer payments to beneficial owners of the Bonds.

In the event that the securities depository relationship with DTC for the Bonds is terminated and the City does not appoint a successor depository, the City will prepare, authenticate and deliver, at its expense, fully-registered Bond certificates in the denominations of \$5,000 or an integral multiple thereof in the aggregate principal amount of the Bonds of the same maturities and with the same interest rate then outstanding to the beneficial owners of the Bonds.

It is intended that CUSIP numbers will be printed on the Bonds, but neither the failure to print or type such number on any Bonds nor any error with respect thereto shall constitute cause for a failure or refusal by the Purchaser to accept delivery of and make payment for the Bonds. All expenses in relation to the printing of CUSIP numbers, including CUSIP Service Bureau charges for the assignment of said numbers, shall be the responsibility of and shall be paid by the Purchaser.

The City covenants and agrees to enter into a written agreement or contract constituting an undertaking (the “*Undertaking*”) to provide ongoing disclosure about the City for the benefit of the beneficial owners of the Bonds on or before the date of delivery of the Bonds as required under Section (b)(5) of Rule 15c2-12 (the “*Rule*”) adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934. The Undertaking shall be as described in the Preliminary Official Statement, with such changes as may be agreed to in writing by the Purchaser. Except as set forth in the Preliminary Official Statement, the City has not failed to comply in all material respects with each and every undertaking previously entered into by it pursuant to the Rule. The Purchaser’s obligation to purchase the Bonds shall be conditional upon the City delivering the Undertaking on or before the date of delivery of the Bonds.

The City certifies that the Preliminary Official Statement was final as of the date thereof for purposes of the Rule, except for the omission of the offering prices or yields, the interest rates, any other terms or provisions required by the City specified in the bid, ratings, other terms of the Bonds depending on such matters, and the identity of the Purchaser. Upon the sale of the Bonds, the City will publish an Official Statement in substantially the same form as the Preliminary Official Statement, subject to minor additions, deletions and revisions as required to complete the Preliminary Official Statement. By submission of its bid, the Purchaser will be deemed to have certified that it has obtained and reviewed the Preliminary Official Statement. Promptly after the Auction, but in no event later than seven business days after the Auction, the City will provide the Purchaser with an electronic copy of the final Official Statement. The Purchaser agrees to supply to the City all information necessary to complete the Official Statement within 48 hours after the Auction.

The Bonds will be delivered to the Purchaser against full payment in immediately available funds as soon as they can be prepared and executed, which is expected to be June 17, 2025. If the Bonds are not tendered for delivery by 12:00 Noon, Chicago Time, by the 60th day following the date of acceptance of the winning bid(s) (or on any date after that as to which the successful bidder(s) and the City shall have agreed in writing to extend the deadline for delivery), the successful bidder(s) may on that day, or any time after that date until delivery is made of the Bonds, withdraw its proposal by serving notice of cancellation on the City, in writing, in which event the City shall promptly return the Deposit.

ADDITIONAL INFORMATION

For questions concerning this Official Notice of Sale, or to request copies of the Preliminary Official Statement, the Official Bid Form and the Bond Ordinance, please contact Mesirow Financial, Inc., Chicago, Illinois, Municipal Advisor to the City: Todd Krzyskowski, Managing Director at (312) 595-7842 or todd.krzyskowski@mesirow.com.

By Order of the City Council of the City of Bloomington, McLean County, Illinois, dated this 16th day of May, 2025.

/s/ Scott Rathbun

Finance Director
City of Bloomington
McLean County, Illinois

Mesirow Financial Inc.
353 North Clark Street
Chicago, IL 60654
Attention: Todd Krzyskowski, Managing Director
TELEPHONE: (312) 595-7842
todd.krzyskowski@mesirow.com

OFFICIAL BID FORM

City Council
City of Bloomington
McLean County, Illinois

Sale Date: 9:45 A.M. (Central Time)
June 3, 2025

Ladies and Gentlemen:

For the principal amount of \$33,750,000* General Obligation Bonds, Series 2025, of the City of Bloomington, McLean County, Illinois, legally issued and as described in the Official Notice of Sale, we will pay the City \$_____ (no less than 98.50% of the par amount of the Bonds) (the "Purchase Price") plus accrued interest, if due, based on the total principal of \$33,750,000,* provided the Bonds bear the following interest rates (each rate a multiple of 1/8 or 1/20 of 1% or both, subject to a maximum interest rate of 5.50% on any maturity, and a minimum interest rate of 4.00% on the June 1, 2035, maturity and all maturities thereafter. Zero interest rates are not permitted). In making this offer, we accept the terms and conditions set forth in the Official Notice of Sale dated May 16, 2025.

DUE JUNE 1	PRINCIPAL AMOUNT*	RATE	TERM BONDS (YEAR)	DUE JUNE 1	PRINCIPAL AMOUNT*	RATE	TERM BONDS (YEAR)
2026	\$ 605,000	_____	_____	2041	\$1,065,000	_____	_____
2027	565,000	_____	_____	2042	1,115,000	_____	_____
2028	590,000	_____	_____	2043	1,165,000	_____	_____
2029	615,000	_____	_____	2044	1,220,000	_____	_____
2030	645,000	_____	_____	2045	1,275,000	_____	_____
2031	675,000	_____	_____	2046	1,335,000	_____	_____
2032	705,000	_____	_____	2047	1,400,000	_____	_____
2033	740,000	_____	_____	2048	1,465,000	_____	_____
2034	775,000	_____	_____	2049	1,530,000	_____	_____
2035	810,000	_____	_____	2050	1,605,000	_____	_____
2036	850,000	_____	_____	2051	1,675,000	_____	_____
2037	890,000	_____	_____	2052	1,755,000	_____	_____
2038	930,000	_____	_____	2053	1,835,000	_____	_____
2039	970,000	_____	_____	2054	1,920,000	_____	_____
2040	1,015,000	_____	_____	2055	2,010,000	_____	_____

*Preliminary, subject to change. The City reserves the right to increase or decrease the principal amount of the individual maturities of the Bonds on the day of sale in increments of \$5,000. If the principal amounts are adjusted, the purchase price proposed will be adjusted to maintain the same gross spread per \$1,000 portion of a Bond.

Any bidder electing to designate a maturity as a term bond shall so specify on the bid form. The term bond shall be subject to mandatory sinking fund redemption by lot in the amounts currently specified for the serial bonds, at a redemption price of 100% of the principal amount thereof.

The Bonds are subject to optional redemption prior to maturity as set forth in the Preliminary Official Statement.

The Bonds are to be accompanied by the unqualified approving legal opinion of Chapman and Cutler LLP, Chicago, Illinois, Bond Counsel, and a certificate evidencing that no litigation is pending against the City which will affect the validity or security of the Bonds.

Attorneys' fees, rating agency fees, Municipal Advisor fees, the cost of preparing and printing the Bonds, the fees of the registrar and paying agent for the Bonds, the cost of distributing the Official Notice of Sale, the Preliminary Official Statement and the Official Statement and miscellaneous expenses of the City incurred in connection with the offering and delivery of the Bonds shall all be the obligation of the City. The costs of issuance of the Bonds may be distributed by the Purchaser on behalf of the City from proceeds of the Bonds and by submitting this bid, we agree to send (an) additional wire(s) at closing to distribute such costs if so requested by the City.

If the net interest cost or the true interest cost stated below is incorrectly computed, the undersigned agrees that the purchase price and interest rates above shall prevail.

Net Interest Cost: \$_____

True Interest Cost:

_____ %

This bid is a firm offer for the purchase of the Bonds identified in the Official Notice of Sale, on the terms set forth in this bid form and the Official Notice of Sale, and is not subject to any conditions, except as permitted by the Official Notice of Sale. If the Competitive Sale Requirements are not met, the bidder selects the following rule to establish the issue price of the maturities of the Bonds for which 10% is not sold to the Public on the date hereof applied on a maturity-by-maturity basis (mark one):

_____ 10% Test: the first price at which 10% of a maturity of the Bonds is sold to the Public for the following maturities: _____

_____ Hold-the-Offering-Price Rule: the initial offering price of that maturity for the following maturities: _____

By submitting this bid, we confirm that we have an established industry reputation for underwriting new issuances of municipal bonds. *[If the bidder cannot confirm an established industry reputation for underwriting new issuances of municipal bonds, the preceding sentence should be crossed out.]*

We understand that if we are the winning bidder, we will deposit with the City Treasurer who receives the taxes of the City not later than 3:30 P.M. CST on the Sale Date a certified or cashier's check or a wire in the amount of two percent (2%) of the par amount of the Bonds payable to said City as a guarantee of good faith, to be applied in accordance with the Official Notice of Sale.

Managing Underwriter Signature

Name of Firm: _____

Contact Name: _____

Phone Number: _____

E-Mail Address: _____

—PLEASE ATTACH A LIST OF ACCOUNT MEMBERS—

The foregoing offer is hereby accepted this 3rd day of June, 2025, by the City Council of the City of Bloomington, McLean County, Illinois, and receipt is hereby acknowledged of the good faith deposit, which is being held in accordance with the terms of the Official Notice of Sale, and in recognition therefor is signed by the official of the City empowered and authorized to make such acceptance.

Finance Director
City of Bloomington
McLean County, Illinois

EXHIBIT A

CERTIFICATE OF PURCHASER

The undersigned, on behalf of _____, _____, _____ (the “*Purchaser*”), hereby certifies as set forth below with respect to the sale and issuance of the \$_____ General Obligation Bonds, Series 2025 (the “*Bonds*”), of the City of Bloomington, McLean County, Illinois (the “*City*”).

I. General

On the Sale Date the Purchaser purchased the Bonds from the City by submitting electronically an “Official Bid Form” responsive to an “Official Notice of Sale” and having its bid accepted by the City. The Purchaser has not modified the terms of the purchase since the Sale Date.

II. Price

A. 10% Test, All Maturities Sold by Closing

As of the date of this certificate, for each Maturity of the Bonds, the first price at which at least 10% of such Maturity of the Bonds was sold to the Public is the respective price listed in *Schedule A* (the “*First Sale Price*”).

B. Competitive Sale Requirements Met (3 bids received)

1. Reasonably Expected Initial Offering Price.

(a) As of the Sale Date, the reasonably expected initial offering prices of the Bonds to the Public by the Purchaser are the prices listed in *Schedule A* (the “*Expected Offering Prices*”). The Expected Offering Prices are the prices for the Maturities of the Bonds used by the Purchaser in formulating its bid to purchase the Bonds. Attached as *Schedule B* is a true and correct copy of the bid provided by the Purchaser to purchase the Bonds.

(b) The Purchaser was not given the opportunity to review other bids prior to submitting its bid.

(c) The bid submitted by the Purchaser constituted a firm offer to purchase the Bonds.

C. Competitive Sale Requirements Not Met (3 bids not received)

1. As of the date of this certificate, for each Maturity of the Bonds, the first price at which at least 10% of such Maturity of the Bonds was sold to the Public is the respective price listed in *Schedule A*.

2. With respect to each of the _____ Maturities of the Bonds:

(a) As of the date of this certificate, the Purchaser has not sold at least 10% of the Bonds of this Maturity at any price.

(b) As of the date of this certificate, the Purchaser reasonably expects that the first sale to the Public of an amount of Bonds of this Maturity equal to 10% or more of this Maturity will be at or below the Expected Sale Price listed on the attached *Schedule A* (the “*Expected First Sale Price*”).

D. Some Maturities Use Hold the Offer Price

1. As of the date of this certificate, for each Maturity of the General Rule Maturities, the first price at which at least 10% of such Maturity of the Bonds was sold to the Public is the respective price listed in *Schedule A*.

2. A. The Purchaser offered the Hold-the-Offering-Price Maturities to the Public for purchase at the respective initial offering prices listed in *Schedule A* (the “Initial Offering Prices”) on or before the Sale Date. A copy of the pricing wire or equivalent communication for the Bonds is attached to this certificate as *Schedule B*.

B. As set forth in the Notice of Sale and bid award, the Purchaser has agreed in writing that, (i) for each Maturity of the Hold-the-Offering-Price Maturities, it would neither offer nor sell any of the Bonds of such Maturity to any person at a price that is higher than the Initial Offering Price for such Maturity during the Holding Period for such Maturity (the “*Hold-the-Offering-Price Rule*”), and (ii) any selling group agreement would contain the agreement of each dealer who is a member of the selling group, and any third party distribution agreement would contain the agreement of each broker-dealer who is a party to the third-party distribution agreement, to comply with the Hold-the-Offering-Price Rule.

C. No Underwriter (as defined below) has offered or sold any Bonds of any Maturity of the Hold-the-Offering-Price Maturities at a price that is higher than the respective Initial Offering Price for that Maturity during the Holding Period.]

III. Defined Terms

[1. *General Rule Maturities* means those Maturities of the Bonds not listed in *Schedule A* hereto as the “Hold-the-Offering-Price Maturities.”]

[2. *Hold-the-Offering-Price Maturities* means those Maturities of the Bonds listed in *Schedule A* hereto as the “Hold-the-Offering-Price Maturities.”]

[3. *Holding Period* means, with respect to a Hold-the-Offering-Price Maturity, the period starting on the Sale Date and ending on the earlier of (i) the close of the fifth business day after the Sale Date (_____, 2025), or (ii) the date on which the Purchaser has sold at least 10% of such Hold-the-Offering-Price Maturity to the Public at prices that are no higher than the Initial Offering Price for such Hold-the-Offering-Price Maturity.]

4. *Maturity* means Bonds with the same credit and payment terms. Bonds with different maturity dates, or Bonds with the same maturity date but different stated interest rates, are treated as separate maturities.

5. *Public* means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than an Underwriter or a related party to an Underwriter.

6. A person is a “*Related Party*” to an Underwriter if the Underwriter and the person are subject, directly or indirectly, to (i) more than 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), (ii) more than 50% common ownership of their capital interests or profits interests, if both entities are partnerships (including direct ownership by one partnership of another), or (iii) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other).

7. *Sale Date* means the first day on which there is a binding contract in writing for the sale of a Maturity of the Bonds. The Sale Date of the Bonds is _____, 2025.

8. *Underwriter* means (i) any person that agrees pursuant to a written contract with the City (or with the Underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the Public, including, specifically, the Purchaser, and (ii) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (i) of this paragraph to participate in the initial sale of the Bonds to the Public (including a member of a selling group or a party to a third-party distribution agreement participating in the initial sale of the Bonds to the Public).

IV. Use of Representations

The representations set forth in this certificate are limited to factual matters only. Nothing in this certificate represents the Purchaser’s interpretation of any laws, including specifically Sections 103 and 148 of the Internal Revenue Code of 1986, as amended, and the Treasury

Regulations thereunder. The undersigned understands that the foregoing information will be relied upon by the City with respect to certain of the representations set forth in its documents and with respect to compliance with the federal income tax rules affecting the Bonds, and by Chapman and Cutler LLP in connection with rendering its opinion that the interest on the Bonds is excluded from gross income for federal income tax purposes, the preparation of Internal Revenue Service Form 8038-G, and other federal income tax advice it may give to the City from time to time relating to the Bonds.

IN WITNESS WHEREOF, I hereunto affix my signature, this ____ day of _____, 2025.

_____,
_____, _____

By: _____
Title: _____

SCHEDULE A

SCHEDULE B