CITY OF

BLOOMINGTON

CITY COUNCIL - REGULAR SESSION

MEETING

MAY 12, 2025

CITY OF Bloomington ILLINOIS

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 alloted 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 OF *Bloomington* ILLINOIS

CITY COUNCIL - REGULAR SESSION MEETING AGENDA
GOVERNMENT CENTER BOARDROOM, 4TH FLOOR, ROOM #400
115 E. WASHINGTON STREET, BLOOMINGTON, IL 61701
MONDAY, MAY 12, 2025, 6:00 PM

1. **Call to Order**
2. **Pledge of Allegiance to the Flag**
3. **Remain Standing for a Moment of Silent Prayer and/or Reflection**
4. **Roll Call**
5. **Recognition/Appointments**

   A. Presentation of City of Bloomington Police Officer Commission Certificates to Officers Lukas Reinthaler and Tabitha McCall Upon Completion of Their Probationary Period, as requested by the Police Department. *(Recommended Motion: None; Presentation only.) (Presentation by Jamal Simington, Police Chief.)*

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

   C. Recognition of Boards & Commissions Appointments, as requested by the Administration Department. *(Recommended Motion: None; Recognition only.)*

6. **Public Comment**

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

7. **Consent Agenda**

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

   A. Consideration and Action to Approve the Minutes of the April 14, 2025, Regular City Council Meeting, as requested by the City Clerk Department. *(Recommended Motion: The proposed Minutes be approved.)*

   B. Consideration and Action on Approving Bills and Payroll in the Amount of $10,883,926.52, as requested by the Finance Department. *(Recommended Motion: The proposed Bills and Payroll be approved.)*

   C. Consideration and Action on a Resolution Waiving the Formal Bidding Requirements and Approving an Amendment to Extend the Agreement with TELUS Health Through

May 31, 2028, for the City's Employee Assistance Program (EAP), as requested by the Human Resources Department. *(Recommended Motion: The proposed Resolution be approved.)*

D. Consideration and Action on a Resolution Waiving the Formal Bidding Requirements and Authorizing an Amendment to Extend the Agreement with Holmes Murphy through June 30, 2028, for Insurance Broker Services for the City's Dental, Life, and Health Benefits for Staff, as requested by the Human Resources Department. *(Recommended Motion: The proposed Resolution be approved.)*

E. Consideration and Action on a Resolution Approving an Agreement with Donohue & Associates, Inc., for a Design to Replace the Existing Electrical System at the Water Treatment Plant, in an Amount Not to Exceed $1,019,625, as requested by the Water Department. *(Recommended Motion: The proposed Resolution be approved.)*

F. Consideration and Action on a Resolution Approving an Agreement with Donohue & Associates, Inc., for the Design to Replace the Existing Quicklime System with a Hydrated Lime System at the Water Treatment Plant, in an Amount Not to Exceed $489,230, as requested by the Water Department. *(Recommended Motion: The proposed Resolution be approved.)*

G. Consideration and Action on a Resolution Approving Two Easement Agreements with Ameren Illinois Company to Further the Construction of the New Northeast Pumping Station, as requested by the Water Department. *(Recommended Motion: The proposed Resolution be approved.)*

H. Consideration and Action on a Resolution Authorizing the Renewal of a Joint Agreement with the Town of Normal and the Ecology Action Center for an Energy Efficiency Program, as requested by the Public Works Department. *(Recommended Motion: The proposed Resolution be approved.)*

I. Consideration and Action on a Resolution Rejecting the Sole Bid Received for Bid #2025-43, Authorizing Waiving the Technical Bidding Requirements, and Authorizing City Staff to Negotiate an Agreement with Stark Excavating, Inc. for Construction of the North Main Street portion of the Downtown for Everyone Streetscape Plan, as requested by the Engineering Department and the Administration Department. *(Recommended Motion: The proposed Resolution be approved.)*

J. Consideration and Action on a Resolution Approving 1) the Annual Renewal of the Agreement with Flock Group, Inc., for Existing Products, in the Amount of $20,900, and 2) the Annual Renewal of the Agreement with Flock Group, Inc., for Flock OS Software, in the Amount of $38,400, as requested by the Police Department. *(Recommended Motion: The proposed Resolution be approved.)*

K. Consideration and Action on an Ordinance Approving a Special Use Permit for a Multiple-Family Conversion Dwelling (3+ Units) with a Waiver of § 44-1040A for One Unit, in the R-2 (Mixed Residence) District, for the Property Located at 707 E. Empire Street (PIN: 21-04-227-004), as requested by the Legal Department and the Legal Department. *(Recommended Motion: The proposed Item be remanded back to the Zoning Board of Appeals for further consideration.)*

8. Regular Agenda

A. Consideration and Action on a Resolution Approving an Agreement with Spheros Environmental Group Parent, Inc. for a Second Algaecide Treatment, in the Amount of $82,534.80, as requested by the Water Department. *(Recommended Motion: The proposed Resolution be approved.) (Presentation by Ed Andrews, Water Director, 5 minutes; and City Council Discussion, 5 minutes.)*

B. Consideration and Action on a Resolution Supporting the Sale by Connect Transit of 104 E. Oakland Avenue to Home Sweet Home Ministries for a Non-Congregate Shelter Project, as requested by the Administration Department. *(Recommended Motion: The proposed Resolution be approved.) (Presentation by Jeff Jurgens, City Manager, 3 minutes; and City Council Discussion, 15 minutes.)*

9. City Manager's Discussion

10. Mayor's Discussion

11. Council Member's Discussion

12. Executive Session

13. Adjournment

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

RECOGNITION/APPOINTMENTS ITEM NO. 5.A.

FOR COUNCIL: May 12, 2025

WARD IMPACTED: City-Wide Impact

SUBJECT: Presentation of City of Bloomington Police Officer Commission Certificates to Officers Lukas Reinthaler and Tabitha McCall Upon Completion of Their Probationary Period, as requested by the Police Department.

RECOMMENDED MOTION: None; Presentation only.

STRATEGIC PLAN LINK:
Goal 5. Great Place - Livable, Sustainable City

STRATEGIC PLAN SIGNIFICANCE:
Objective 5a. Well-planned City with necessary services and infrastructure

BACKGROUND: Recognizing the completion of the probationary period for Police Officers Lukas Reinthaler and Tabitha McCall.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: N/A

Respectfully submitted for consideration.

Prepared by: Darcy Hoffman, Office Associate

ATTACHMENTS:
PD 1B Certificate for Officer Reinthaler
PD 1C Certificate for Officer McCall

City of Bloomington Police Department

City Hall & Police Station Circa 1882

Police Officer's Commission

By authority of the City Manager
of the City of Bloomington,
in the County of McLean, and State of Illinois,
We do hereby certify that

Lukas R. Reinthaler

Having been duly sworn
was appointed and commissioned a

Police Officer

On
the first of May, two thousand and twenty three.
As Evidence thereof, we set our hand and seal

Dan Brady
Mayor

Jamal Simington
Chief

Jeffrey R. Jurgens
City Manager

Leslie Yocum
City Clerk

City of Bloomington Police Department

City Hall & Police Station Circa 1882

Police Officer's Commission

By authority of the City Manager
of the City of Bloomington,
in the County of McLean, and State of Illinois,
We do hereby certify that

Tabitha M. McCall

Having been duly sworn
was appointed and commissioned a

Police Officer

On
the third of January, two thousand and twenty three.
As Evidence thereof, we set our hand and seal

Dan Brady
Mayor

Jamal Simington
Chief

Jeffrey R. Jurgens
City Manager

Leslie Yocum
City Clerk

RECOGNITION/APPOINTMENTS ITEM NO. 5.B.

FOR COUNCIL: May 12, 2025

WARD IMPACTED: City-Wide Impact

SUBJECT: Proclamation for Building Safety Month, as requested by the Administration Department.

RECOMMENDED MOTION: None; Recognition only.

STRATEGIC PLAN LINK:
Goal 5. Great Place - Livable, Sustainable City

STRATEGIC PLAN SIGNIFICANCE:
Objective 5a. Well-planned City with necessary services and infrastructure

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

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: N/A

Respectfully submitted for consideration.

Prepared by: Cecilia Reichert, Administrative Assistant

ATTACHMENTS:
ADM 1B Proclamation

CITY OF Bloomington ILLINOIS

Mayoral Proclamation

BUILDING SAFETY MONTH

Building Safety Month — May 2025

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

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

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

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

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

WHEREAS, "Game On!," the theme for Building Safety Month 2025, encourages us all to get involved and raise awareness about building safety on a personal, local and global scale, and;

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

NOW, THEREFORE, I, Dan Brady, Mayor of the City of Bloomington, Illinois, do hereby proclaim the month of May 2025 as Building Safety Month. Accordingly, I encourage our citizens to join us as we participate in Building Safety Month activities.

Dan Brady
Mayor

Leslie Yocum
City Clerk

RECOGNITION/APPOINTMENTS ITEM NO. 5.C.

FOR COUNCIL: May 12, 2025

WARD IMPACTED: City-Wide Impact

SUBJECT: Recognition of Boards & Commissions Appointments, as requested by the Administration Department.

RECOMMENDED MOTION: None; Recognition only.

STRATEGIC PLAN LINK:
Goal 5. Great Place - Livable, Sustainable City

STRATEGIC PLAN SIGNIFICANCE:
Objective 5b. City decisions consistent with plans and policies

BACKGROUND: The included appointments are representative of the Council's approval from the April 28, 2025, Council meeting.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: N/A

Respectfully submitted for consideration.

Prepared by: Cecilia Reichert, Administrative Assistant

ATTACHMENTS:
ADM 2B Recognition of Appointments

Appointments

Connect Transit Board:

- **Elicssha Sanders**

Historic Preservation Commission:

- **Alan Lessoff**

Appointments

Planning Commission:

- **Rachael Mosley**

Special Commission for Safe Communities:

- **Cierra Aiden**
- **Robert Harris**

CONSENT AGENDA ITEM NO. 7.A.

FOR COUNCIL: May 12, 2025

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and Action to Approve the Minutes of the April 14, 2025, Regular City Council Meeting, as requested by the City Clerk Department.

RECOMMENDED MOTION: The proposed Minutes be approved.

STRATEGIC PLAN LINK:
Goal 1. Financially Sound City Providing Quality Basic Services

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

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

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: N/A

Respectfully submitted for consideration.

Prepared by: Amanda Stutsman, Deputy City Clerk

ATTACHMENTS:
CLK 1B Minutes

MINUTES
CITY COUNCIL - REGULAR SESSION
MONDAY, APRIL 14, 2025 6:00 P.M.

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

Roll Call

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

Recognition/Appointments

Item 5.A. Proclamation on 2025 Community Development Week, as requested by the Administration Department.

Mayor Mwilambwe presented the Proclamation, and William Bessler, Grants Manager, accepted it.

Item 5.B. Proclamation for Arbor Day 2025, as requested by the Parks & Recreation Department.

Mayor Mwilambwe presented the Proclamation, and Dave Lamb, Assistant. Director of Parks & Recreation, along with Jeff Hindman, Park Maintenance Superintendent, accepted it.

Item 5.C. Proclamation for Blue Bow Campaign Child Abuse Prevention Month, April 2025, as requested by the Administration Department.

Mayor Mwilambwe presented the Proclamation. Dorthy Davis, Parents Care and Share Regional Coordinator; David Lewis, Fatherhood Facilitator; and Kara Moffitt, Crisis Nursery Supervisor, accepted it.

Item 5.D. Proclamation for Longtime City Engineer, Kevin Kothe, as requested by the Administration Department.

Mayor Mwilambwe presented the Proclamation, highlighting Kevin Kothe's 37 years of dedicated service to Bloomington as a Licensed Professional Engineer. The Proclamation highlighted Mr. Kothe's contributions, including his early work in traffic engineering, his role in adopting technology across City departments, and his leadership in developing systems like the geographic information system (GIS) and county-wide addressing. It recognized his passion for learning, commitment to community safety, and his crucial role in supporting the City's growth and infrastructure development over nearly four decades. Kevin Kothe accepted the Proclamation alongside his family.

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

Leslie Yocum, City Clerk, recognized the following appointments and reappointments: John Allena and Jay Groves, Central Regional Airport Board of Commissioners; Kevin Crutcher, Special Commission for Safe Communities; Jennifer Aurora and Daniel Freburg, Citizens' Beautification Committee; Crystal Bricker, Katherine Browne, Peter Pontius, and Sheweta Shulka, Cultural Commission; Sarah Lindenbaum, Historic Preservation Commission; Tim Brock and Orman Jones, Bloomington Housing Authority Board; Bennett Morris and Katherine Scheck, Japanese Sister City Committee; Georgene Chissell and Craig McCormick, Library Board of Trustees; Jackqueline Beyer, Planning Commission; Arthur Taylor, Public Safety & Community Relations Board; and Nikki Williams, Zoning Board of Appeals.

Public Comment

Mayor Mwilambwe read a public comment statement of procedure. Kay Lanter emailed public comment, and the following spoke in person: Jamie Mathy, Georgine Chissell, Jackie Beyer, Partrick Hoban, Noah Tang, Mike Raikes, and Rebekah Mangels.

Consent Agenda

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

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

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

Item 7.B. Consideration and Action on Approving Bills and Payroll in the Amount of $16,958,297.45, as requested by the Finance Department. *(Recommended Motion: The proposed Bills and Payroll be approved.)*

Item 7.C. Consideration and Action on Approving an Appointment to a Commission, as requested by the Administration Department. *(Recommended Motion: The proposed Appointment and Reappointments be approved.)*

Item 7.D. Consideration and Action on a Resolution Approving a Contract with Pace Analytical Services, LLC., for Laboratory Services, in the Amount of $125,000, as requested by the Water Department. *(Recommended Motion: The proposed Resolution be approved.)*

RESOLUTION NO. 2025 – 064

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

Item 7.E. Consideration and Action on a Resolution to Approve a Contract with Brenntag Mid-South, Inc., as a Limited Source, for Robin 120 Cationic Polymer, in the Amount of $1.09 per Pound, and for Robin 30A Anionic Polymer, in the Amount of $1.62 per Pound, for a Total Cost of $96,000, as requested by the Water Department. *(Recommended Motion: The proposed Resolution be approved.)*

RESOLUTION NO. 2025 – 065

A RESOLUTION TO APPROVE A CONTRACT WITH BRENNTAG MID-SOUTH, INC., AS A LIMITED SOURCE, FOR ROBIN 120 CATIONIC POLYMER, IN THE AMOUNT OF $1.09 PER POUND, AND FOR ROBIN 30A ANIONIC POLYMER, IN THE AMOUNT OF $1.62 PER POUND, FOR A TOTAL COST OF $96,000

Item 7.F. Consideration and Action on a Resolution Approving an Agreement with George Gildner, Inc., for the Pepper Ridge Sidewalk - Route 66 Path Improvements Project (Bid #2025-35), in the Amount of $160,957.95, as requested by the Engineering Department. *(Recommended Motion: The proposed Resolution be approved.)*

RESOLUTION NO. 2025 – 066

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

Item 7.G. Consideration and Action on a Resolution Approving an Agreement with U.S. Mechanical Services Inc., for Equipment and Installation of a Lochinvar Pool Heater at Holiday Pool, in the Amount of $55,186, as requested by the Parks & Recreation Department. *(Recommended Motion: The proposed Resolutions be approved.)*

RESOLUTION NO. 2025 – 067

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

Item 7.H. Consideration and Action on an Ordinance Approving a Special Use Permit for Vehicle Repair & Service in the B-1 (General Commercial) District, for the Property Located at 11 Currency Drive (PIN: 21-15-103-018), as requested by the Development Services Department. *(Recommended Motion: The proposed Ordinance be approved.)*

ORDINANCE NO. 2025 – 025

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

Item 7.I. Consideration and Action on an Ordinance to Amend Connect Transit's Enacting Ordinance to Expand the Transit System's Service Area, as requested by the Administration Department. *(Recommended Motion: The proposed Ordinance be approved.)*

ORDINANCE NO. 2025 – 026

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

Item 7.J. Consideration and Action on an Application from WDOAB, LLC, d/b/a The Atchison, located at 1611 S. Morrissey Dr., Unit 2, Requesting Approval of the Creation of a Class EAS (Entertainment, All Types of Alcohol, and Sunday Sales) Liquor License, as requested by the City Clerk Department. *(Recommended Motion: The proposed Application be approved.)*

Item 7.K. Consideration and Action on an Application from Red Lobster Hospitality, LLC, d/b/a Red Lobster #0130, located at 714 S. Eldorado Rd., Requesting Approval of Change in

Parent Company for their Class RAPS (Restaurant, All Types of Alcohol, Package, and Sunday Sales) Liquor License, as requested by the City Clerk Department.*(Recommended Motion: The proposed Application be approved.)*

Mayor Mwilambwe directed the Clerk to call roll:

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

Motion carried.

Regular Agenda

The following Item was presented:

Item 8.A. Consideration and Action on a Resolution Recognizing the Contributions of Mr. Kevin Kothe to the Bloomington-Normal Community with the Honorary Designation of the 300 Block of Garfield Drive as Kevin Kothe Drive, as requested by the Engineering Department.

Jim Karch, Engineering Director, spoke about his experience working with Kevin Kothe, praising him as an incredible man with outstanding character and who was a joy to work with.

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

Mayor Mwilambwe directed the Clerk to call roll:

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

Motion carried.

RESOLUTION NO. 2025 - 068

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

The following Item was presented:

Item 8.B. Consideration and Action on a Resolution Recognizing the Contributions of Rev. Frank L. McSwain, Sr. to the Bloomington-Normal Community with an Honorary Designation of the 500 Block of North Allin Street, as requested by the Engineering Department.

Mayor Mwilambwe shared how Reverend Frank McSwain was a beloved community leader who had great accomplishments in Bloomington including building Mount Pisgah Church and working with many organizations. He recognized Reverend McSwain as deeply treasured in the community, prompting the City to honorary street naming in his recognition.

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

Mayor Mwilambwe directed the Clerk to call roll:

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

Motion carried.

RESOLUTION NO. 2025 - 069

A RESOLUTION RECOGNIZING THE CONTRIBUTIONS OF REV. FRANK L. MCSWAIN, SR. TO THE BLOOMINGTON-NORMAL COMMUNITY WITH AN HONORARY DESIGNATION OF THE 500 BLOCK OF NORTH ALLIN STREET

Takeisha Stokes, Mount Pisgah representative, thanked Council and expressed appreciation for Deputy City Manager, Sue McLaughlin, and Traffic Engineer, Phil Allen, expediting the process. She emphasized that it was a great honor to keep Pastor McSwain's legacy alive for many years to come.

The following Item was presented:

Item 8.C. Consideration and Action on an Ordinance Approving the Redevelopment Agreement By and Between the City of Bloomington, Illinois and UEP Bloomington, LLC, as requested by the Development Services Department.

Mayor Mwilambwe expressed excitement about the Downtown redevelopment projects, highlighting the momentum of recent developments, the impact of the Downtown streetscape plan and TIF funding, and praising staff's hard work in bringing the projects to fruition.

City Manager, Jeff Jurgens, described the project as potentially one of the most transformative in decades, emphasizing that it would breathe new life into the iconic State Farm building, add much-needed housing, and infuse Downtown with renewed energy and purpose.

Senior Deputy City Manager, Billy Tyus, celebrated the significance of the development, highlighting that the two projects on the agenda (referring also to Item 8.D.) would bring nearly 400 new housing units to the community, making a substantial dent in the City's housing needs.

Kelly Pfeifer, Development Services Director, detailed the UEP project as including 183 residential units (11 studios, 159 one-bedroom, and 13 two-bedroom apartments), a high-end restaurant on the 13th floor, and retail spaces on the first floor. She highlighted the project's adaptive reuse approach, emphasizing the developer's commitment to capping rent renewals at 2.5% for the first 10 years and plans to begin historic preservation review as early as next month.

Council Member Hendricks praised the Downtown project for addressing key priorities like housing, historic preservation, local labor, and affordability.

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

Council Member Mosley shared that this was his first major issue working with Sr. Deputy City Manager Tyus and how he appreciated Tyus' patience in answering his questions. He went on to share a personal connection to the building.

Council Member Lee expressed excitement about the potential 13th floor restaurant, highlighting the amazing view of Bloomington from the location.

Mayor Mwilambwe and Director Pfeifer discussed options for the restaurant and the retail.

Mayor Mwilambwe directed the Clerk to call roll:

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

Motion carried.

ORDINANCE NO. 2025 – 027

AN ORDINANCE APPROVING THE REDEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF BLOOMINGTON, ILLINOIS AND UEP BLOOMINGTON, LLC

The following Item was presented:

Item 8.D. Consideration and Action on an Ordinance Approving the Redevelopment Agreement By and Between the City of Bloomington, Illinois and HP Bloomington Empire, LLC, as requested by the Development Services Department.

City Manager Jurgens acknowledged that the developers for their decision to choose to invest in Bloomington thanking them for their partnership. He credited Council's recent reorganization of the Economic & Community Development Department for streamlining the development process and ended by recognizing the Bloomington-Normal Economic Development Council's long-standing efforts in bringing the project to fruition.

Ellen Robertson, Economic Development Manager, stated that Holiday Properties had selected the old Verizon site during the 2023 Real Estate Development Summit. She shared that the $41.5 million project was in a TIF (Tax Increment Financing) district and would feature 210 apartment units and amenities with a potential TIF reimbursement of $500,000. She noted that, if approved, the City would waive permitting fees for the project and would reimburse 100% of the future increment on an annual basis to a total amount of either 9.79% of the total project cost, or $4.06 million. She noted construction was expected to begin on or before November 1, 2025, with a two-year construction phase to follow. She was excited about the possibility that by the end of 2027 in conjunction with Item 8.C. nearly 400 residential units would be available.

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

Mayor Mwilambwe directed the Clerk to call roll:

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

Motion carried.

ORDINANCE NO. 2025 – 028

AN ORDINANCE APPROVING THE REDEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF BLOOMINGTON, ILLINOIS AND HP BLOOMINGTON EMPIRE, LLC

The following Item was presented:

Item 8.E. Consideration and Action on an Ordinance to Adopt and Appropriate the Fiscal Year 2026 (Beginning May 1, 2025, and Ending April 30, 2026) Budget, as requested by the Finance Department and the Administration Department.

Finance Director, Scott Rathbun, presented the Fiscal Year (“FY”) 2026 budget, highlighting a total Citywide budget of $318 million with a $137 million general fund, noting decreases were driven by capital project rescheduling and general operating cuts. He explained that the budget reflected an annualized growth of about 3% over the last 10 years, with salary and benefits increasing to remain competitive and keep pace with inflation. The budget encompassed 30 funds with challenges including a significant decline in major tax revenues, particularly replacement tax, which had dropped $3.9 million from its previous peak. He then broke down the $318 million budget, and emphasized that the budget process involved six months of diligent review looking for efficiencies and balancing competing interests to be good stewards of taxpayer funds while making life better for residents. He provided context through statistics like running 85,000 miles of sewer and water lines, handling 22,000 tons of trash, and serving 700,000 visitors to parks, arena, culture, and library facilities.

Mayor Mwilambwe thanked Director Rathbun, Budget Manager, Chris Tomerlin, and the entire Finance Department for their diligent work.

Council Member Montney praised the budget process, highlighting leadership's approach to intergovernmental agreements and expressing appreciation for the standard they were setting for future conversations about year-over-year increases.

Council Member Montney made a motion, seconded by Council Member Becker, to approve the Item as presented.

Mayor Mwilambwe directed the Clerk to call roll:

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

Motion carried.

ORDINANCE NO. 2025 – 029

AN ORDINANCE TO ADOPT AND APPROPRIATE THE FISCAL YEAR 2026 (BEGINNING MAY 1, 2025, AND ENDING APRIL 30, 2026) BUDGET

The following Item was presented:

Item 8.F. Consideration and Action on an Ordinance Amending the Budget Ordinance for the Fiscal Year Ending April 30, 2026, Related to the McLean County Museum of History, as requested by the Finance Department and the Administration Department.

Council Member Hendricks recused himself at 7:22 P.M. due to a personal connection to the McLean County Museum of History.

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

Mayor Mwilambwe directed the Clerk to call roll:

AYES: Kearns, Mosley, Montney, Danenberger, Becker, Ward, Lee, Crumpler

ABSTAIN: Hendricks

Motion carried.

Council Member Hendricks returned at 7:24 P.M.

ORDINANCE NO. 2025 – 030

AN ORDINANCE AMENDING THE BUDGET ORDINANCE FOR THE FISCAL YEAR ENDING APRIL 30, 2026, RELATED TO THE MCLEAN COUNTY MUSEUM OF HISTORY

The following Item was presented:

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

Mayor Mwilambwe asked for a nomination.

Council Member Becker suggested delaying the Item until the new Council was seated, noting it was a position that would impact the Council for the next two years.

Council Member Becker made a motion, seconded by Council Member Montney, to postpone the appointment of Mayor Pro Tem until the first Council meeting in May.

Council Member Montney and Mayor Mwilambwe discussed why the item had been brought forward considering the new Council starting May 1, 2025.

Mayor Mwilambwe directed the Clerk to call roll:

AYES: Mosley, Montney, Becker, Lee

NAYES: Kearns, Danenberger, Hendricks, Ward, Crumpler

Motion failed.

Council Member Hendricks made a motion, seconded by Council Member Kearns, to appoint Council Member Mollie Ward to serve, until a new appointment is made by the City Council as the Mayor Pro Tem for the City of Bloomington at those times when the Mayor is unable to perform his official duties due to an absence from the City or other incapacity.

Council Member Crumpler explained the historical precedent for the most senior Council Member to serve as Mayor Pro Tem. He emphasized that it was not a policy-making position but an opportunity to represent the City at Council meetings and community events.

Council Member Mosley, being new to Council, asked about the Mayor Pro Tem's responsibilities and, in the interest of maintaining collegiality, decided to abstain from the vote.

Mayor Mwilambwe directed the Clerk to call roll:

AYES: Kearns, Danenberger, Hendricks, Ward, Crumpler

NAYES: Montney, Becker, Lee

ABSTAIN: Mosley

Motion carried.

RESOLUTION NO. 2025 – 070

A RESOLUTION TO APPOINT A MAYOR PRO TEM FOR THE CITY OF BLOOMINGTON

City Manager's Discussion

City Manager Jurgens highlighted the successful treatment of algae bloom in Lake Bloomington and praised Deputy City Manager, Sue McLaughlin, and the Water team for their work in addressing the issue. He then asked Director Rathbun to provide details on a recent utility billing software issue.

Director Rathbun stated that on April 4, 2025 a software update triggered utility billing processing errors that resulted in multiple billing errors for auto-pay users. He reported that staff were working to reverse the issues and process refunds. He emphasized staff's commitment to customer service and transparency. He stated that the City was prepared to accommodate residents facing financial hardship due to the billing error.

City Manager Jurgens then congratulated the Bloomington Bison for completing their inaugural hockey season, noting they had attracted over 100,000 people to the Arena, raised significant money for charities, and became an excellent community partner. He and Mayor Mwilambwe briefly discussed that a full report on Bison financial and visitor data would be forthcoming.

Mayor's Discussion

Mayor Mwilambwe shared his experience visiting the Air National Guard facility in Peoria, where he learned about their plans to upgrade to a digital model. He attended the burial ceremony for Private First Class Bryant, a World War II Veteran whose remains were identified and returned to Bloomington after more than 80 years. He discussed his participation as an entrepreneurship competition judge at Illinois Wesleyan University, and mentioned the upcoming groundbreaking ceremony for their Petrich Idea Center.

Council Member's Discussion

Council Member Hendricks thanked the Eaton Gallery, the Hangar Downtown, and the Clinton County Museum of History for hosting his economic students on a field trip that combined art, architecture, and local exploration. He celebrated how his students got to tour facilities, spoke with City Managers, and left feeling inspired to create final projects about Downtown artists.

Executive Session

Council Member Ward made a motion, seconded by Council Member Hendricks, to enter into Executive Session per Section 2(c)(1) of 5 ILCS 120 Personnel to discuss the compensation of City Manager, Jeff Jurgens, and Section 2(c)(5) of 5 ILCS 120 to discuss the purchase or lease of real estate for use by the public body.

Mayor Mwilambwe directed the Clerk to call roll:

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

Motion carried.

Council entered into Executive Session at 7:53 P.M.

Adjournment

Council returned to Open Session at 9:07 P.M.

Council Member Ward made a motion, seconded by Council Member Danenberger, to return to Open Session and adjourn the meeting.

Mayor Mwilambwe directed the Clerk to call roll:

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

Motion carried.

The meeting adjourned at 9:08 P.M.

CITY OF BLOOMINGTON	**ATTEST**
________________________	________________________
Dan Brady, Mayor	Amanda Stutsman, Deputy City Clerk

CONSENT AGENDA ITEM NO. 7.B.

FOR COUNCIL: May 12, 2025

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and Action on Approving Bills and Payroll in the Amount of $10,883,926.52, 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 $10,883,926.52 (Payroll total $3,351,308.04, Accounts Payable total $7,294,966.64, Bank Transfers total $59,823.73, and Procurement Card Purchases total $177,828.11).

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
5/2/2025	$ 2,716,526.59	$ 634,781.45	$ 3,351,308.04
Off Cycle Adjustments	$ -	$ -	$ -
		PAYROLL TOTAL	**$ 3,351,308.04**

ACCOUNTS PAYABLE (WIRES)

Date	Bank	Total
5/12/2025	AP General	$ 5,818,563.09
5/12/2025	AP JMScott	$ 755,932.00
5/12/2025	AP Comm Devel	$ 32,200.40
5/12/2025	AP IHDA	$ 1,841.00
5/12/2025	AP Library	$ 539,645.89
5/12/2025	AP MFT	$ 77,487.87
4/24/2025-5/01/2025	Out of Cycle AP	$ 69,296.39
4/23/2025-4/30/2025	AP Bank Transfers	$ 59,823.73
	AP TOTAL	**$ 7,354,790.37**

PCARDS

	$ 177,828.11
PCARD TOTAL	**$ 177,828.11**

GRAND TOTAL	**$ 10,883,926.52**

Respectfully,

F Scott Rathbun
Director of Finance

CONSENT AGENDA ITEM NO. 7.C.

FOR COUNCIL: May 12, 2025

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and Action on a Resolution Waiving the Formal Bidding Requirements and Approving an Amendment to Extend the Agreement with TELUS Health Through May 31, 2028, for the City's Employee Assistance Program (EAP), as requested by the Human Resources 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
Objective 1e. Partnering with others for the most cost-effective service delivery

BACKGROUND: The City of Bloomington provides employees and dependents of employees access to an Employee Assistance Program (EAP) as part of its benefits package. The City has partnered with global leader TELUS Health since September 2022 (when it acquired LifeWorks) for these services.

TELUS Health's broad network ensures that access to confidential counseling, support resources, and referrals to professional services is available, as needed. Access to digital health and wellness resources continues to expand, which has helped with the continued utilization of the benefit.

A three-year rate lock will apply throughout the agreement extension period, which is not typical in the current renewal climate. If approved, the City will extend the existing agreement with TELUS Health through May 31, 2028.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: If approved, the City will enter into an amended agreement with TELUS Health. Costs incurred as a result of this agreement will continue to be charged to the Human Resources' Other Purchased Services account (10011410-70690). Total costs for the three-year period will be $55,710 ($18,570 per year). Stakeholders can locate this account in the FY 2026 Proposed Budget Book titled "Budget Overview & General Fund" on page 131. Human Resources will include the FY 2027 & FY 2028 budget amounts in those respective budget years.

Respectfully submitted for consideration.

Prepared by: Josh Hansen, Compensation and Benefits Manager

ATTACHMENTS:
HR 1B Resolution
HR 1C Resolution - Exhibit A - Agreement Amendment
HR 1D 2024 TELUS Services Agreement - Fully Executed

RESOLUTION NO. 2025 - ___

A RESOLUTION WAIVING THE FORMAL BIDDING REQUIREMENTS AND AUTHORIZING AN AMENDMENT TO EXTEND THE AGREEMENT WITH TELUS HEALTH THROUGH MAY 31, 2028, FOR THE CITY'S EMPLOYEE ASSISTANCE PROGRAM (EAP)

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

WHEREAS, the City has the ability to waive the technical bidding requirements, pursuant to City Code Chapter 16, Section 50; and

WHEREAS, TELUS Health has global experience administering Employee Assistance Programs (EAPs) for clients in both the public and private sectors; and

WHEREAS, the City entered into an Agreement with TELUS Health on June 1, 2024, which is set to expire on May 31, 2025; and

WHEREAS, the City has been pleased with the services performed, and would like to extend the current Agreement for an additional three-year period at a total cost of $55,710; and

WHEREAS, the amendment to the agreement is attached (Exhibit A); and

WHEREAS, Staff believe waiving the formal bidding requirements for the amendment to an agreement is in the best interest of the City; and

WHEREAS, the City Council finds it in the best interest of the City to approve the amendment to 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, and the formal bidding requirements are waived.

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

PASSED this 12th day of May 2025.

APPROVED this ___ day of May 2025.

CITY OF BLOOMINGTON	**ATTEST**
______________________________	______________________________
Dan Brady, Mayor	Leslie Yocum, City Clerk

EXHIBIT A

TELUS Health

AMENDING AGREEMENT

EFFECTIVE DATE: June 1, 2025

TERRITORY: United States

CURRENCY: $/USD

SPONSORING ORGANIZATION INFORMATION			
Sponsoring Organization Name ("Sponsoring Organization") City of Bloomington			
Sponsoring Organization Billing Address 109 E. Olive St.	City Bloomington	State Illinois	Zip Code 61704
Sponsoring Organization Contact Josh Hansen	Phone No. (309) 434-2504	E-mail Address jhansen@cityblm.org	

WHEREAS TELUS Health (US) Ltd. ("**TELUS Health**") and Sponsoring Organization entered into a services contract dated **June 1, 2024** (as amended, the "**Original Agreement**");

AND WHEREAS TELUS Health and Sponsoring Organization wish to make certain amendments to the Original Agreement as set out in this amending agreement (the "**Amending Agreement**");

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **Definitions.** All capitalized terms used herein shall, unless otherwise defined, have the meaning ascribed to them in the Original Agreement. The Original Agreement, as amended by this Amending Agreement, shall be referred to herein as the "Agreement".

2. **Amendments.** TELUS Health and Sponsoring Organization hereby agree that the Original Agreement is amended as follows:

   (a) Payments Update. Section 3.7 (Payments) of the Original Agreement shall hereby be deleted in its entirety and replaced with the following:

   3.7. Payments. Sponsoring Organization must pay TELUS Health all Fees plus applicable Taxes and expenses, in the currency specified on the Order Form. All Fees shall be paid to TELUS Health within sixty (60) days of the date of an invoice. Sponsoring Organization shall pay all invoices via pre-authorized debit (PAD), recurring credit card (PAP) payments or Direct Debit. Payment will be processed on the invoice due date or the first business day following the invoice due date if the due date is on a weekend or a holiday. Sponsoring Organization shall complete all documentation requested by TELUS Health to set up the payment method concurrently with the execution of this Agreement.

   (b) Fees. Based on 619 current Direct Eligible Users, upon the effective date of this Amending Agreement, the Fees applicable to the Services will remain to reflect a rate of $2.50 per Direct Eligible User per month ($7.50 per Direct Eligible Users per quarter and $30.00 per Direct Eligible User per year), as amended by this Amending Agreement.

   (c) Initial Term. The Initial Term provided for in the Original Agreement shall be revised to reflect an extension of the Initial Term by an additional thirty-six (36) months such that the Agreement shall be in effect until May 31, 2028.

3. **Validity of Original Agreement.** The parties mutually acknowledge and agree that the Original Agreement remains in full force and effect without amendment except as set out in this Amending Agreement. The Original Agreement, as modified and amended by this Amending Agreement, constitutes the entire agreement between TELUS Health and Sponsoring Organization pertaining to the services described in the Original Agreement.

4. **Electronic Signatures; Counterparts.** Signatures to this Amending Agreement may be provided in digital form (such as DocuSign™) or transmitted by electronic means (such as via email confirmation, .PDF or facsimile). This Amending Agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute an original of this Amending Agreement, but all the counterparts shall together constitute the same agreement. No counterpart shall be effective until each of TELUS Health and Sponsoring Organization have executed at least one counterpart.

IN WITNESS WHEREOF, the parties hereto have caused this Amending Agreement to be executed as of the Effective Date first written above.

TELUS HEALTH (US) LTD.	**CITY OF BLOOMINGTON**
DocuSigned by: Per: ______ 71AC2921AA334B2	Per: ______
Printed Name: Matthew Starrett	Printed Name: ______
Title: Vice President, US Customer Success	Title: ______
I have the authority to bind TELUS Health	I have the authority to bind the organization

TELUS Health

250 Royall Street
Suite 210W
Canton, MA 02021

SERVICES AGREEMENT ORDER FORM (USA)

Sponsoring Organization Order No.:
Initial Term: 12 Months
Territory: United States
Currency: $/USD

Sponsoring Organization Information			
Sponsoring Organization Legal Name City of Bloomington	Entity Type	Jurisdiction of Formation	Registration Number
Sponsoring Organization Service Contact Jeff Jurgens	Phone No. (309) 434-2315	e-mail jjurgens@cityblm.org	
Sponsoring Organization BILLING Address (*please insert full and complete mailing address including applicable postal codes and county*) 109 E. Olive St., Bloomington, Illinois 61704			
Sponsoring Organization NOTICE Address – if different from billing address above (*please insert full and complete mailing address including applicable postal codes and county*) (***optional***)			

Standard Service Package* (check all that apply)	Budgeted Utlization Rate (BUR)	Unit Price	Minimum Quantity	Estimated Recurring Fees & Invoice Frequency
☒ TELUS Health EAP ☐ TELUS Health Critical Incident (THCI) Value Add-On ☐ TELUS Health Learning (THL) Value Add-On ☐ TELUS Health Workplace Support (THWS) Value Add-On ☐ Health Assessment Add-On ☐ Telemedicine Services ☐ TELUS Health CBT ☐ TELUS Complex Mental Health ☐ TELUS Health Wellbeing Platform Add-On	4%	$2.50 per Direct Eligible User per month	619 (# of current Direct Eligible Users)	$ 4,642.50 per invoice, quarterly invoicing

California EAP	Non-Territorial EAP	Session Model*	Website
☐ Yes _______ ☒ No	☐ Yes ☒ No	Up to 6 Sessions	www.one.telushealth.com

Effective Date	Summary of Estimated Totals (not including Ancillary Services)	Total
June 1, 2024	Total Estimated Implementation Fees	$0.00
	Total Estimated Annual Contract Value (recurring Fees)	$ 18,570.00 per year

Ancillary Services (check all that apply)

☐ Breaking Free by TELUS Health
☐ CoachNow
☐ COVID-19 Screening by Mail
☐ Health Coaching
☐ Onsite Counseling
☐ Onsite COVID Screening
☐ TELUS Complex Mental Health
☐ TELUS Health CBT
☐ TELUS Health Critical Incident (THCI)
☐ TELUS Health Learning (THL)
☐ TELUS Health Virtual Tutoring
☐ TELUS Health Wellbeing Platform Add-On
☐ TELUS Health Workplace Support (THWS)

Affiliates or Associated Legal Entities Receiving Services

All prices on this Order Form are exclusive of all Taxes

* ***See Services Schedule for more details***

[Signature page follows]

This Agreement to sponsor Services for Sponsoring Organization's Eligible Users is being entered into between you, as the Sponsoring Organization defined above, and the TELUS Health party identified in the signature block below. This Order Form, together with the Standard Terms and Conditions, and any schedules, exhibits, attachments, annexes and appendices shall collectively constitute the Agreement between the parties. IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the Effective Date written above.

TELUS HEALTH	**SPONSORING ORGANIZATION**
TELUS Health (US) Ltd., a Delaware corporation	**City of Bloomington**
Per: DocuSigned by: [signature] 71AC2921AA334B2...	Per: Jeffrey R. Jurgens
Name: Matthew Starrett	Name: Jeffrey R. Jurgens
Title: Vice President, US Customer Success	Title: City Manager
I have the authority to bind TELUS Health	***I have the authority to bind the Sponsoring Organization***

TELUS Health

STANDARD TERMS & CONDITIONS (USA)

In this Agreement the TELUS Health entity identified on the Order Form is referred to as "**TELUS Health**" and the Sponsoring Organization identified on the Order Form is referred to as "**Sponsoring Organization.**" Each party may also be referred to as a "**Party**" or collectively as the "**Parties**".

Section 1. Defined Terms.

Defined Term	Definition
Administrator	Any individuals that the Sponsoring Organization elects, in its sole discretion, to grant access to its Administrator Account
Affiliate	With respect to any person, an Affiliate means any other entity that, directly or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with, that person
Agreement	The Order Form, these Standard Terms & Conditions, and any other schedules, addendums, or exhibits
Ancillary Services	Those Services agreed between the parties which have been selected as applicable services on the Order Form; these services shall be subject to additional fees in accordance with Section 3.1 and shall be subject to additional terms as set out in Section 2.8
App	The TELUS Health mobile application available for download from third party mobile application stores or from the TELUS Health Website
Budgeted Utilization Rate (BUR)	The estimated annual Utilization Rate reflected on the Order Form which is based on the Sponsoring Organization's historical Utilization Rate or, if Sponsoring Organization is a new client, the Utilization Rate of a comparable client
Business Day	Any day other than a Saturday, Sunday or statutory holiday in the jurisdiction in which this Agreement is governed.
Case	The use of EAP Services by Eligible Users for a presenting issue related to a topic identified on the **Services Schedule**
Direct Eligible User	An employee or other sponsored member of Sponsoring Organization who has the primary direct relationship with Sponsoring Organization. Sponsoring Organization is ultimately responsible for determining who is a Direct Eligible User and, if required in this Agreement, for disclosing that information to TELUS Health
EAP Platform	The digital environment on which the EAP Platform Services are provided to Eligible Users
EAP Platform Services	The services available through the Website and App that are categorized as "EAP Platform Services" on the **Services Schedule**
EAP Services	The counseling services categorized as "EAP Services" on the **Services Schedule**
Effective Date	The effective date set out on the Order Form
Eligible User Documentation	The Privacy Policy, Privacy Policy for the European Union and United Kingdom, Mobile Applications Privacy Policy, Cookie Policy, and User Terms, each as amended from time to time, available on the Website or through the App
Eligible Users	Collectively, Direct Eligible Users and Indirect Eligible Users
Indirect Eligible User	A Direct Eligible User's spouse, domestic partner, and household dependents
Initial Term	The initial term set out on Order Form
Intellectual Property	All patent rights, moral rights, copyrights, software code, source code, applications, tools, digital content, service marks, trademarks, registered and unregistered designs, rights in databases, trade secrets and other intellectual property
Life Content Library	A library of digital EAP content that provides Eligible Users with access to TELUS Health's standard array of fitness support and other activity resources such as virtual workouts
Minimum Quantity	The number of Direct Eligible Users set out on the Order Form
Personal Information	Information about an identifiable individual which is protected by any applicable privacy or data protection law, statute, or regulation applicable to such individual in the Territory
Services	Collectively, EAP Services, and EAP Platform Services, as well as any Ancillary Services being contracted for hereunder, each as applicable
Territory	The territory where Services are based, set out on the Order Form
Unit Price	The unit price for Services set out on the Order Form, which may be adjusted as provided herein
User List	File provided by Sponsoring Organization to TELUS Health that includes information required by TELUS Health to provide the Services (e.g., employee name, ID number, email address, country code and grouping information (where applicable)) in a format acceptable to TELUS Health
Utilization Rate	A percentage rate measured over a defined time period, calculated as the number of Cases delivered during such time period divided by the Sponsoring Organization's average monthly population of Direct Eligible Users during such time period

TELUS Health

Website	The website listed on the Order Form and all subdomains thereof as well as any other future domains through which TELUS Health makes the Services available

Section 2. Services.

2.1. Performance of Services. TELUS Health shall be responsible for providing the Services specified on the Order Form and in any applicable Schedule to Sponsoring Organization's Eligible Users. TELUS Health may, in TELUS Health's sole discretion, subcontract any of the Services to TELUS Health's Affiliates or to TELUS Health's network of local affiliate counselors (as independent contractors). TELUS Health relies on a variety of third-party digital content providers and TELUS Health's global business partners where applicable to provide the Wellbeing Platform Services. Notwithstanding the foregoing, as between TELUS Health and Sponsoring Organization, TELUS Health shall be responsible for the Services performed by any such third parties as if TELUS Health performed those Services subject to the terms and conditions set out in this Agreement.

2.2. Location of Eligible Users.

(a) **Territorial Eligible Users**. TELUS Health's Services are based in the Territory, which is a jurisdiction or geographic location where TELUS Health agrees that TELUS Health is in compliance with applicable data storage laws for individual persons within that Territory. This Agreement assumes that Eligible Users are residents of the Territory and are using the Services from within the Territory ("**Territorial Eligible Users**"). Notwithstanding the foregoing, TELUS Health accepts that TELUS Health's Services may be accessed from outside the Territory by Eligible Users who are travelling or who are temporarily (less than 6 months in any 12-month period) based outside the Territory. In those cases, TELUS Health expects Sponsoring Organization's Eligible Users to access TELUS Health's EAP Services telephonically and Sponsoring Organization acknowledges that the Wellbeing Platform Services may not be fully accessible outside the Territory (for example, certain retail offers may not be available to Territorial Eligible Users who are accessing the EAP Platform Services from outside the Territory).

(b) **Non-Territorial Eligible Users**. Unless otherwise stated in this Agreement, if Sponsoring Organization wishes to sponsor Services for Direct Eligible Users who permanently reside outside of the Territory or who desire to use or access the Services primarily from outside the Territory ("**Non-Territorial Eligible Users**"), the Parties shall separately address the Services available to such Non-Territorial Eligible Users, as well as any other specific terms and conditions applicable to such Non-Territorial Eligible Users, in the **Non-Territorial Eligible Users Exhibit**, which may include session limits, service delivery modalities and pricing that differ from comparable Services applicable to Territorial Eligible Users. In the absence of any other agreement between the Parties, global Services for multinational Sponsoring Organizations will be addressed in one or more addendums to the **Non-Territorial Eligible Users Exhibit**. Unless otherwise set forth in the **Non-Territorial Eligible Users Exhibit**, or if no such Schedule is included in this Agreement, Sponsoring Organization acknowledges that TELUS Health is not obligated to provide any Services outside of the Territory.

(c) **California EAP Services**. Notwithstanding any other provision in this Agreement, Sponsoring Organization must inform TELUS Health in writing if any of Sponsoring Organization's Eligible Users reside in or expect to receive any EAP Services in California. TELUS Health has no obligation to provide any EAP Services in California until the Parties have complied with applicable California laws.

2.3. Minimum Age of Eligible Users; Valid Legal Consent Requirement. Except as otherwise restricted or required by locally applicable law, Eligible Users must be legally eligible to independently use the EAP Services and must otherwise legally be able to independently accept and comply with the eligibility requirements set forth in the Eligible User Documentation to access the EAP Platform Services. If Eligible Users are not legally eligible to independently use the Services, such Eligible Users may only use or access the Services with the consent of a parent or other legal guardian capable of providing legally acceptable consent.

2.4. Nature of TELUS Health's Relationship with Sponsoring Organization's Eligible Users. Due to the sensitive nature of the Services TELUS Health provides, Sponsoring Organization acknowledges that TELUS Health has the right to communicate directly and privately with Eligible Users as necessary to provide the Services to Eligible Users. The relationship between Sponsoring Organization's Eligible Users and TELUS Health will remain confidential in the absence of an Eligible User's consent to release information about the Eligible User and TELUS Health shall be under no obligation to disclose any Personal Information TELUS Health possesses about Sponsoring Organization's Eligible Users to Sponsoring Organization, even if that information might be beneficial to Sponsoring Organization.

2.5. Changes to Services, Supplemental Services; Amendments. TELUS Health reserves the right to make changes to the Services (including, but not limited to, upgrades, EAP Services delivery protocols or the features and services available on TELUS Health's EAP Platform including the specific inclusion or exclusion of user advantages and rewards services), or to other aspects of the Services that affect TELUS Health's customers generally and that are reasonable and necessary to TELUS Health's business operations; *provided*, *however*, that if a change is made to Sponsoring Organization's Services that Sponsoring Organization reasonably and in good faith determines to substantially degrade the value of the Services Sponsoring Organization contracted for under this Agreement, then Sponsoring Organization may terminate this Agreement as if TELUS Health had materially breached this Agreement pursuant to the procedures set forth in Section 4.2(b) of these Standard Terms & Conditions. TELUS Health shall have the opportunity to cure TELUS Health's deemed breach or show that the changes TELUS Health made did not substantially degrade the value of the Services Sponsoring Organization contracted for under this Agreement. Notwithstanding the foregoing, the Parties may enter into amendments, addendums or other modifications at any time provided that such modification is set forth in writing signed by both Parties.

2.6. Responsibility for Eligible Users Using the EAP Platform Services. Sponsoring Organization acknowledges that, as between the Parties, Sponsoring Organization is in a better position to restrict access to the EAP Platform Services and to manage and discipline Sponsoring Organization's

Eligible Users who abuse the EAP Platform Services or breach the terms and conditions in the Eligible User Documentation. By sponsoring the EAP Platform Services Sponsoring Organization shall be responsible for and agrees to hold harmless and indemnify TELUS Health from any loss, damage, cost or expense (including reasonable legal fees and expenses) suffered, incurred or paid by TELUS Health arising from or relating to: (a) illegal, discriminatory, harassing, libelous, slanderous, or other legally offensive content posted on the EAP Platform by Sponsoring Organization's Direct Eligible Users ("**User Content**"), and (b) illegal, criminal, or fraudulent activity (perpetrated against TELUS Health or any of TELUS Health's affiliates, contractors or vendors) by Sponsoring Organization's Direct Eligible Users ("**User Activity**"). TELUS Health does not monitor or moderate User Content or User Activity and TELUS Health hereby disclaims any responsibility or liability to Sponsoring Organization for any User Content or User Activity.

2.7. Unauthorized Access to Sponsoring Organization's Services. Sponsoring Organization shall use reasonable efforts to prevent unauthorized persons from accessing or using the Services and Sponsoring Organization must notify TELUS Health promptly if Sponsoring Organization becomes aware of any unauthorized access to or use of the Services; *provided*, *however*, that this paragraph does not limit TELUS Health's responsibility to maintain and enforce the security features TELUS Health uses to prevent unauthorized persons from accessing or using the Services.

2.8. Ancillary Services. If Sponsoring Organization has elected to receive any Ancillary Services (as set out on the Order Form) such Ancillary Services shall be considered "Services" under this Agreement and the additional terms and conditions applicable to such Ancillary Services that are included in the **Ancillary Services Schedule** attached hereto shall apply.

Section 3. Fees; Taxes.

3.1. Calculation of Fees. Sponsoring Organization shall pay the fees equal to the Unit Price multiplied by the Minimum Quantity of Direct Eligible Users (or Sponsoring Organization's actual Direct Eligible User population as updated (the "**Fees**"). Fees do not include any applicable Federal, Provincial, State or jurisdictional taxes or levies, or any other sales tax, VAT, or GST, as applicable.

If the Sponsoring Organization has elected to purchase any Ancillary Services, such Ancillary Services will be provided at an additional cost beyond the price that is set out in the Order Form. The fees for such Ancillary Services shall be as set out in the schedules that describe the applicable Ancillary Service in the **Ancillary Services Schedule** attached hereto, and all such fees shall be considered "Fees" for purposes of this Agreement.

If other rates apply to any part of Sponsoring Organization's user population, such as a different Unit Price per Non-Territorial Eligible User, such rates are described in and calculated in the manner set forth on the **Non-Territorial Eligible Users Exhibit** and any amounts payable thereunder constitute Fees for purposes of this Agreement. The Parties acknowledge and agree that the fees set out on the Order Form are an estimate and that the actual Fees may vary according to the Sponsoring Organization's population of Direct Eligible Users.

3.2. Incurring Fees. Sponsoring Organization shall not begin to incur Fees until the earlier of (a) the first day TELUS Health actually begins to perform Services for Direct Eligible Users, or (b) the first day of the calendar month immediately following the date on which TELUS Health has completed all of TELUS Health's implementation or onboarding activities, even if Sponsoring Organization has not communicated that the Services are available to Sponsoring Organization's Eligible Users or (where applicable) provided TELUS Health with an User List (through no fault of TELUS Health), in which case TELUS Health shall use the Minimum Quantity to calculate Sponsoring Organization's Fees.

3.3. Invoicing: The Fees will be invoiced *in advance* on the frequency identified on the Order Form and will be calculated based on the number of Direct Eligible Users as of the Effective Date and shall reflect timely updates to Direct Eligible Users. TELUS Health reserves the right to invoice the Sponsoring Organization less frequently if Sponsoring Organization's estimated periodic invoice amount is below 1,000.00 per month or 3000.00 per quarter in the specified Currency. Any Ancillary Services will be invoiced and payable monthly *in arrears* unless otherwise agreed.

3.4. Expenses. TELUS Health reserves the right to charge the Sponsoring Organization for expenses related to the delivery of Services on-site that are incurred by TELUS Health, including but not limited to transportation and accommodation costs. Such expenses are not included as part of the fees set out on the Order Form and will be invoiced separately.

3.5. Pricing Adjustments. Except as set forth in Section 3.6, if TELUS Health wants to adjust the Unit Price or the rates for any Ancillary Services ("**Pricing Adjustment**"), TELUS Health may do so by notifying Sponsoring Organization at the email address set forth on the Order Form. If no objection is received by TELUS Health from Sponsoring Organization within thirty (30) days, then Sponsoring Organization will be deemed to have accepted the Pricing Adjustment and it will become effective.

3.6. Excess Utilization Rate Adjustment. If Sponsoring Organization's actual Utilization Rate over any 12-month period exceeds the Budgeted Utilization Rate by one percentage point or more**,** TELUS Health will adjust the Unit Price ("**Adjusted Rate**"), establish an adjusted BUR, and notify Sponsoring Organization of the Adjusted Rate and adjusted BUR. The Adjusted Rate and the adjusted BUR will remain in effect for the balance of the Term. Any such increase in Fees will not be retroactive. If Sponsoring Organization objects to the Adjusted Rate or adjusted BUR, Sponsoring Organization shall provide notice of such objections to TELUS Health within thirty (30) days and the Parties shall attempt in good faith to resolve the dispute. If the parties do not agree on the Adjusted Rate and adjusted BUR, then TELUS Health shall have the right to (a) terminate this Agreement upon ninety (90) days advance written notice; or (b) continue to provide Services for the Fees in effect immediately prior to the Excess Utilization Rate Adjustment.

3.7. Payments. Sponsoring Organization must pay TELUS Health all Fees plus applicable Taxes and expenses, in the currency specified on the Order Form. All Fees shall be paid to TELUS Health within thirty (30) days of the date of an invoice. Sponsoring Organization shall pay all invoices via pre-authorized debit (PAD), recurring credit card (PAP) payments or Direct Debit. Payment will be processed on the invoice due date or the first business day following the invoice due date if the due date is on a weekend or a holiday. Sponsoring Organization shall complete all documentation requested by TELUS Health to set up the payment method concurrently with the execution of this Agreement.

3.8. Overdue Payments. Interest on overdue invoices will accrue at a rate of 1.5% monthly starting five (5) calendar days after the due date of the invoice. Payment will be deemed to be made on the date that Sponsoring Organization's payment is credited to TELUS Health's designated bank account.

3.9. Taxes Applicable to Eligible Users. Notwithstanding anything to the contrary in this Agreement, Sponsoring Organization (or Sponsoring Organization's applicable Affiliates) shall be responsible for calculating, withholding, and paying to the applicable taxing authority, any amounts that arise in respect of fringe benefit, social security, social welfare, and other applicable taxes or when Sponsoring Organization is deemed to have provided anything of taxable value to Sponsoring Organization's Eligible Users, including when Sponsoring Organization directly pays any amounts to Eligible Users through the EAP Platform (such as advantages and rewards programs, as applicable). Notwithstanding the foregoing, TELUS Health acknowledges that TELUS Health shall remain responsible for all income taxes TELUS Health incurs because of TELUS Health's providing the Services pursuant to this Agreement.

Section 4. Term and Termination.

4.1. Initial Term; Automatic Renewal. This Agreement will be effective when signed by both Parties and shall continue until the end of the Initial Term identified on the Order Form. This Agreement shall automatically renew for successive one-year periods ("**Renewal Term**") unless either Party delivers to the other, at least ninety (90) days prior to the end of the Initial Term or the applicable Renewal Term (collectively referred to as the "**Term**"), written notice of the Party's intention not to renew the Agreement ("**Non-Renewal**").

4.2. Termination. Notwithstanding Section 4.1 above:

(a) TELUS Health may terminate this Agreement at any time if Sponsoring Organization fails to pay Fees when due and for thirty (30) days thereafter (other than Fees being disputed in good faith by Sponsoring Organization).

(b) Either Party may terminate this Agreement immediately upon written notice if a material breach remains uncured by the breaching Party for more than thirty (30) days after the breaching Party's receipt of a notice from the non-breaching Party describing the breach with reasonable specificity.

(c) After the Initial Term, each Party shall have the right to terminate this Agreement by giving at least ninety (90) days prior written notice of termination to the other Party.

(d) This Agreement shall automatically terminate, without notice: (i) upon the institution by or against either Party of insolvency, receivership or bankruptcy proceedings or any other proceedings for the settlement of either Party's debts; (ii) upon either Party making an assignment for the benefit of creditors; or (iii) upon either Party's dissolution or ceasing to do business.

4.3. Effect of Termination or Expiration; Unfinished Counseling Sessions; Closing Accounts. Upon the expiration or termination of this Agreement:

(a) Sponsoring Organization shall pay all outstanding Fees within thirty (30) days after the date of such expiration or termination;

(b) TELUS Health shall cease to provide Services on such expiration or termination date except that Eligible Users who have not completed their course of counseling sessions (which began before such expiration or termination date) shall be able to complete any planned course of counseling sessions under this Agreement; and

(c) Each Eligible User's Account (as defined in the Eligible User Documentation) on the EAP Platform will be closed and the Eligible Users shall have a reasonable opportunity to withdraw or redeem unused amounts in their CashBack Wallets or Rewards Accounts, in each case in accordance with the terms and conditions set forth in the Eligible User Documentation.

Section 5. Confidentiality and Data Privacy.

5.1. Confidentiality. Neither Party shall use or disclose confidential information of the other Party except as required in accordance with such Party's obligations under this Agreement. The terms and conditions of this Agreement (including pricing provisions) shall be kept confidential at all times. Any Party receiving confidential information under this Agreement (the "**Receiving Party**") shall use the same degree of care as it uses to protect its own confidential information of like nature, but no less than a reasonable degree of care, to maintain in confidence the confidential information of the Party that has disclosed such confidential information (the "**Disclosing Party**"). The foregoing obligations shall not apply to any information that: (i) is at the time of disclosure, or thereafter becomes, part of the public domain through a source other than the Receiving Party; (ii) is subsequently disclosed to the Receiving Party by a third party that does not impose an obligation of confidentiality on the Receiving Party; (iii) was known to the Receiving Party at the time of disclosure; (iv) was generated independently by the Receiving Party; or (v) is required or permitted to be disclosed by law, subpoena or other legal process. In the absence of a separate written agreement, TELUS Health may share Sponsoring Organization's confidential information with TELUS Health's third-party subcontractors or vendors who are bound by obligations of confidentiality to TELUS Health at least as stringent as those in this Agreement, but only to the extent reasonably necessary for TELUS Health to perform TELUS Health's obligations under this Agreement.

5.2. Data Privacy. TELUS Health shall comply with all applicable Federal, Provincial, and State laws concerning information or data privacy. Where applicable the Parties may be required by applicable law to enter into a data protection agreement. TELUS Health's standard agreements will be separately provided to Sponsoring Organization and, if executed, shall be incorporated into this Agreement as if set forth herein.

5.3. Receipt and Use of Personal Information. Except for information disclosed by Sponsoring Organization in its User List, TELUS Health does not expect, need, or desire to receive, and Sponsoring Organization shall not disclose, any Personal Information about Sponsoring Organization's Eligible Users to TELUS Health. Instead, TELUS Health expects to collect such information (if at all) directly from the Eligible Users who use the Services. Sponsoring Organization acknowledges that TELUS Health may use, process, transfer, or disclose Eligible Users' Personal Information to TELUS Health's subcontractors and vendors to the extent TELUS Health is authorized to do so by the consents Eligible Users provide to TELUS Health, including without limitation pursuant to the Eligible User Documentation, but only to the extent reasonably necessary for TELUS Health to perform its obligations under this Agreement.

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5.4. Injunctive Relief. The Receiving Party agrees that any breach by it or by any of its agents, representatives or employees of the provisions hereof may cause irreparable harm to the Disclosing Party and that actual damages may be difficult to ascertain and, in any event, may be inadequate. Accordingly, in the event of such breach, the Disclosing Party shall be entitled to seek temporary and/or permanent injunctive relief against the Receiving Party and/or its agents, representatives, and employees (in addition to such other legal or equitable remedies as may be available), without the necessity of proving irreparable harm or actual damage to the Disclosing Party.

Section 6. Intellectual Property.

6.1. Ownership. Each Party owns all Intellectual Property it owned prior to the Effective Date and that which it creates in the performance of its obligations under this Agreement. As between the Parties and vis à vis any third party, TELUS Health is and shall remain the sole and exclusive owner of all Intellectual Property in the EAP Platform and in any materials TELUS Health prepares for Sponsoring Organization in order for TELUS Health to advertise TELUS Health's services to Sponsoring Organization's Eligible Users (together with any related goodwill, whether owned by TELUS Health or licensed to TELUS Health, on the Effective Date or acquired thereafter); *provided*, *however*, that Sponsoring Organization shall remain the sole owner of any Intellectual Property Sponsoring Organization provides to TELUS Health to customize the EAP Platform for Sponsoring Organization's Eligible Users or to create any such advertising materials for Sponsoring Organization's Eligible Users. For clarity, the reports TELUS Health delivers to Sponsoring Organization as part of the Services (but not the underlying data) shall become Sponsoring Organization's property upon delivery. Sponsoring Organization will not (and Sponsoring Organization's Eligible Users will not) acquire any ownership of, or other rights in relation to, any of TELUS Health's Intellectual Property by using or receiving any Services. Upon the expiration or termination of this Agreement each Party shall promptly return to the other Party, any Intellectual Property of the other Party in its possession or control.

6.2. License. TELUS Health hereby grants to Sponsoring Organization and Sponsoring Organization's Eligible Users, starting on the Effective Date and continuing throughout the Term, a non-exclusive, non-transferable license to access and use the EAP Platform and TELUS Health's other Intellectual Property as may be required to receive and use the Services for the duration of this Agreement. TELUS Health's license grant is subject to the following conditions:

(a) Sponsoring Organization shall not assign, transfer, sublicense, charge or otherwise deal in, encumber, or make available to any third party the Services, the EAP Platform, or any of TELUS Health's other Intellectual Property, and any attempt to do so shall be null and void and shall constitute Sponsoring Organization's material breach of this Agreement; and

(b) Sponsoring Organization shall not (and shall not attempt to) modify, merge, copy, disseminate, display, disassemble, reverse engineer, tamper with, or otherwise attempt to decrypt or derive any source code, digital content, trade secrets or proprietary information included in TELUS Health's EAP Platform or create any websites or mobile applications similar to TELUS Health's EAP Platform.

6.3. Feedback. Notwithstanding any other provision of the Agreement, if the Sponsoring Organization provides any ideas, suggestions, or recommendations, whether confidential or not, to TELUS Health in which any Intellectual Property may arise (the "Feedback"), TELUS Health may use such Feedback and incorporate it in TELUS Health's products, technologies, and services without any obligations or restrictions. The Sponsoring Organization hereby waives all rights it may have in the Feedback, and hereby assigns all such Intellectual Property to TELUS Health. The Sponsoring Organization will execute all documents necessary to assign such Intellectual Property rights that are subject of Intellectual Property right applications by TELUS Health claiming the Feedback, within thirty (30) days after written notice by TELUS Health. The Sponsoring Organization will require all of its personnel and affiliates to assign to TELUS Health all their Intellectual Property rights associated with the Feedback.

Section 7. Warranties; Disclaimers.

7.1. By TELUS Health. TELUS Health warrants to Sponsoring Organization that: (i) TELUS Health shall perform the services in a professional and workmanlike manner in accordance with this Agreement; (ii) TELUS Health's Intellectual Property does not now, and shall not during the Term, infringe on the rights of any third-party; (iii) TELUS Health has the requisite authority to enter into this Agreement and is lawfully entitled to supply the Services to Sponsoring Organization and Sponsoring Organization's Eligible Users; (iv) TELUS Health will use reasonable skill and care to perform the Services in accordance with industry practice; (v) TELUS Health will comply with all laws and regulations applicable to TELUS Health relating to TELUS Health's provision of the Services; and (vi) TELUS Health shall maintain amounts and types of insurance coverage appropriate to similarly situated businesses in TELUS Health's industry and Sponsoring Organization may request from TELUS Health, and TELUS Health shall provide, a certificate of insurance from TELUS Health's insurers no more frequently than once per year.

7.2. By Sponsoring Organization. Sponsoring Organization warrants to TELUS Health that: (i) Sponsoring Organization has all the requisite authority to enter into this Agreement and is lawfully entitled to enter into this Agreement; (ii) Sponsoring Organization is solely responsible for the accuracy and completeness of all information Sponsoring Organization provides to TELUS Health pursuant to this Agreement; (iii) Sponsoring Organization will comply with the limitations, restrictions and obligations as set out in this Agreement; and (iv) Sponsoring Organization will provide all reasonable cooperation to TELUS Health in the performance of this Agreement.

7.3. Disclaimer Regarding Licensed Professionals and Fiduciaries. TELUS Health's Services are not intended to replace disciplines requiring professional licensure such as the practice of law, psychiatry, medicine or financial advisory services. An independently licensed lawyer, doctor, fiduciary or other applicable licensed professional will be involved whenever TELUS Health's Services could constitute the practice of law, psychiatry, medicine, financial advisory services or other licensed discipline. TELUS Health does not provide separate insurance for the actions or inaction of any such professionals.

7.4. Disclaimer Regarding External Links. The EAP Platform may include links to third-party websites, including websites of TELUS Health's commercial partners or websites promoted by their respective commercial partners. TELUS Health is not responsible for: (i) the operation or content of these

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other websites; (ii) any act or omission of their commercial partners or other third parties promoted on these other websites; and (iii) any links provided (or not provided) by such third parties.

7.5. Exclusions. The warranties provided in this Agreement comprise all the warranties made with respect to the Services pursuant to this Agreement. Any other representations, warranties, conditions or other terms, whether express or implied and including, without limitation, implied warranties, conditions and other terms of merchantability, satisfactory quality or fitness for a particular purpose, are expressly excluded to the extent permitted by law. Without limiting the foregoing, TELUS Health does not warrant that, to the extent the Services require computers, computer software, mobile devices, mobile network technology or other third-party hardware, software, or technology, the provision of those Services will be entirely error free or will run uninterrupted.

Section 8. Limitation of Liability.

8.1. Liability Limits; No Consequential Damages. TELUS Health's liability (including the liability of any of TELUS Health's Affiliates), if any, to any person, arising out of or in any way related to this Agreement or the performance of TELUS Health's duties and obligations hereunder, shall for all purposes in total be limited to direct damages in an amount not to exceed an amount equivalent to twelve (12) months of Fees paid by Sponsoring Organization in the period prior to the event giving rise to the claim. In no event shall TELUS Health have any liability at any time for any loss of profits, loss of business revenue, failure to realize expected savings, or for any indirect, special, or consequential damages, even if advised of the possibility of such damages.

Section 9. Notices. All notices given under this Agreement shall be in writing and shall be sent to the Parties at the address set forth on the Order Form, attention to their respective Legal Departments. Each such notice, request or communication shall be effective upon receipt or if not received on a Business Day, on the next succeeding Business Day.

Section 10. Applicable Law. This Agreement shall be governed by and construed in accordance with substantive law of the State of Delaware and the federal laws of the United States applicable therein and each Party agrees to submit to the exclusive jurisdiction of the courts in New Castle County, Delaware, but each Party is also entitled to apply to any court worldwide for injunctive relief or other remedies in order to protect or enforce its Intellectual Property rights or confidential information.

Section 11. Force Majeure. If either Party to this Agreement (the "**Non-Performing Party**") is prevented from performing, or is unable to perform, any of its obligations under this Agreement due to any Force Majeure Event, and if the Non-Performing Party has used commercially reasonable efforts to avoid the impact of the applicable Force Majeure Event and minimize its duration, then the Non-Performing Party's failure to perform its obligations will be excused and will not give rise to any liability for losses or other damages, and the time for performance of such obligations will be extended for the period of delay or inability to perform due to such Force Majeure Event. In order to be excused from its obligations as a result of a Force Majeure Event, the Non-Performing Party shall be required to (i) promptly notify the other Party of the circumstances creating the failure or delay to meet its obligations, and (ii) for so long as it is continuing to excuse its obligations under the Agreement, use commercially reasonable efforts to re-commence performance of its obligations as soon as reasonably possible. Any payment obligations of either Party hereunder shall not be excused as the result of any Force Majeure Event provided that the banking systems used by the Parties in the ordinary course of business are functioning normally notwithstanding the Force Majeure Event. "**Force Majeure Event**" shall mean any (i) act of God, fire, casualty, flood, hurricanes, earthquakes or other natural disasters, (ii) war, riots, terrorism, insurrection, hostilities (whether declared or not) or acts of foreign enemies, (iii) failure of public utilities, loss of electrical or other power or telecommunications equipment not attributable to a Party's negligence, or destruction of production facilities (iv) pandemic, epidemic or other public health emergency, (v) act, exercise, assertion or requirement of any Governmental and Regulatory Authority, or (vi) any other similar cause as those listed herein that are beyond the reasonable control of a Party.

Section 12. Waiver. No delay or indulgence by either Party at any time, to enforce any of the provisions of this Agreement, or any right with respect thereto, shall be construed as a waiver of such provision or right, nor shall it prejudice or restrict the rights of that Party. A waiver of its rights shall not operate as a waiver of any subsequent breach. No right, power or remedy conferred upon or reserved for either Party is exclusive of any other right, power or remedy available to that Party and the rights, powers and remedies shall be cumulative.

Section 13. English Language. The Parties have expressly requested that this Agreement be drawn up in the English language.

Section 14. Severability. Any provision of this Agreement, which is unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

Section 15. Entire Agreement. The Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior or contemporaneous agreements and understandings regarding the subject matter hereof, whether written or verbal and each of the Parties acknowledges that it has not been induced to enter into this Agreement by reason of any other representation made by or on behalf of the other Party. Nothing in the preceding sentence shall limit or exclude any liability for fraud or fraudulent misrepresentation. Any amendment to this Agreement must be in writing and signed by authorized representatives of both Parties.

Section 16. Survival. Terms which by their nature survive expiration or Non-Renewal of this Agreement shall survive, including but not limited to Section 2.4 (Nature of TELUS Health's Relationship With Sponsoring Organization's Eligible Users), Section 3 (Fees; Taxes), Section 4.3 (Effect of Termination or Expiration; Unfinished Counseling Sessions; Closing Accounts), Section 5 (Confidentiality and Data Privacy), Section 6 (Intellectual Property), Section 8 (Limitation of Liability), Section 10 (Applicable Law), Section 12 (Waiver), Section 14 (Severability), and Section 17 (Assignment).

Section 17. Assignment. This Agreement shall be binding upon both Parties and their respective, successors and permitted assigns. Neither Party may assign or transfer this

Agreement to any third-party; *provided*, *however*, that TELUS Health may assign (including an assignment by operation of law), transfer or delegate any of TELUS Health's rights or obligations to any of TELUS Health's Affiliates or any successor in interest to all or substantially all of the assets or business of any TELUS Health line of business, without Sponsoring Organization's consent, in which case, such Affiliate or successor in interest shall be bound by and entitled to the benefit of the terms, conditions and obligations of this Agreement.

Section 18. Electronic Signatures; Counterparts. Signatures may be provided in digital form (such as DocuSign™) or transmitted by electronic means (such as via email confirmation, .PDF or facsimile). This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute an original of this Agreement, but all the counterparts shall together constitute the same Agreement. No counterpart shall be effective until each Party has executed at least one counterpart.

TELUS Health

SERVICES SCHEDULE (UNITED STATES OF AMERICA)

The TELUS Health EAP Services and EAP Platform Services contracted for under the Agreement (and selected on the Order Form) are described in detail in this Services Schedule. The Sponsoring Organization and TELUS Health acknowledge and agree that the following additional services terms shall apply to the Services contracted for hereunder:

1. User Lists. If Sponsoring Organization's purchased Services require Sponsoring Organization's Eligible Users to create individual accounts on the EAP Platform, then prior to commencing the Services, Sponsoring Organization must provide a User List so that TELUS Health may directly contact Sponsoring Organization's Direct Eligible Users and invite them to access the EAP Platform Services. Sponsoring Organization shall not disclose any other information to TELUS Health in Sponsoring Organization's User List, including any other Personal Information (including but not limited to social insurance numbers, social security numbers or other government issued identification numbers or any other personal information such as gender, religion, ethnicity, race, creed, sexuality, marital status, or similar information) concerning any Eligible User. As between the Parties, Sponsoring Organization assumes sole responsibility for the accuracy of any information Sponsoring Organization discloses to TELUS Health in Sponsoring Organization's User List. Sponsoring Organization acknowledges that Sponsoring Organization has obtained all consents necessary to disclose the information in Sponsoring Organization's User List to TELUS Health.

If Sponsoring Organization's purchased Services do not require Sponsoring Organization's Eligible Users to create individual accounts on the EAP Platform, then Sponsoring Organization will not need to provide a User List. Sponsoring Organization shall update its Direct Eligible User population at least once per year, and more frequently if directed by TELUS Health, by providing updated population counts to TELUS Health via the designated Customer Success Manager or TELUS Health Contract Administration Team, as directed. Updates must be received no later than the fifth (5^{th}) day of the calendar month in order to apply to the following month.

2. Updating Sponsoring Organization's User List. In order to add new Direct Eligible Users or to remove Direct Eligible Users that are no longer part of Sponsoring Organization or otherwise eligible to receive EAP Platform Services, Sponsoring Organization must either: (i) deliver an updated User List to TELUS Health no later than the fifth (5^{th}) day of each calendar month during the Term of this Agreement; or (ii) Sponsoring Organization must update Sponsoring Organization's population of Direct Eligible Users in Sponsoring Organization's service profile through Sponsoring Organization's Administrator Account on TELUS Health's EAP Platform.
3. Reduction in Number of Eligible Users. Sponsoring Organization agrees not to reduce its Direct Eligible Users by more than five percent (5%) in any month except as otherwise agreed by the Parties.
4. Using Services; Affiliates. The Services may be accessed only by Direct Eligible Users and their associated Indirect Eligible Users. Direct Eligible Users of Sponsoring Organization's Affiliates (and their associated Indirect Eligible Users) may use the Services only if authorized by Sponsoring Organization (for example, by identifying Sponsoring Organization's Affiliates to TELUS Health or identifying Sponsoring Organization's Direct Eligible Users to TELUS Health in Sponsoring Organization's User List). If the Services are used by Eligible Users of any of Sponsoring Organization's permitted Affiliates then each such Affiliate shall be deemed to be bound by this Agreement and shall be jointly and severally responsible for all payments owed to TELUS Health hereunder; *provided*, *however*, that only Sponsoring Organization (and not Sponsoring Organization's Affiliates) shall be entitled to bring an action under this Agreement against TELUS Health. In order for Sponsoring Organization's Affiliates to be eligible to provide the Services to their Eligible Users pursuant to this Agreement Sponsoring Organization must identify them on the Order Form. Notwithstanding the foregoing, this Agreement is for the sole benefit of the Parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.
5. Consent to EAP Services. Sponsoring Organization's Eligible Users will request access to the EAP Services by telephone, or through an alternative modality (such as chat or video) offered on TELUS Health's EAP Platform if available in Sponsoring Organization's jurisdiction. Before receiving any EAP Services (including when calling into TELUS Health's call centers to request EAP Services), Eligible Users will receive information about their privacy rights and shall be required to consent to terms and conditions applicable to TELUS Health's EAP Services prior to being able to access the EAP Services. EAP Services may be provided through in-person counseling sessions, a referral to a community-based resource, or through telephonic or video-based services, in all cases subject to what is available locally under Sponsoring Organization's service plan.
6. EAP Platform Services User Documentation. Except for certain EAP Platform Services that do not require Eligible Users to create an individual account on TELUS Health's EAP Platform (such as instructions on how to access the EAP Services or access TELUS Health's Life Content Library), Sponsoring Organization's Eligible Users will each be required to create an account on TELUS Health's EAP Platform and consent to the Eligible User Documentation to access the EAP Platform Services. Copies of the Eligible User Documentation are publicly available on the Website.

Notwithstanding anything to the contrary in this Agreement, and subject to applicable law, TELUS Health reserves the right to modify or amend the Eligible User Documentation at any time.

7. Sponsoring Organization's Administrator Account. By sponsoring the EAP Platform Services, Sponsoring Organization will have access to an administrator account (the "**Administrator Account**") and Sponsoring Organization and all Administrators must comply with the portions of the Eligible User Documentation applicable to Administrators when using the Administrator Account. Sponsoring Organization represents and warrants to TELUS Health that: (i) it has obtained all consents necessary for Administrator to have access to the information accessible via the Administrator Account (which includes without limitation Eligible User names, email addresses and enrollment status) (collectively "**Admin Info**"); (2) Administrator shall only use the Admin Info as permitted under this Agreement and the Eligible User Documentation and related to the provision or cessation of the Services; and (3) Sponsoring Organization shall indemnify and hold harmless TELUS Health for any losses or damages that result from any actions or omissions of an Administrator.

TELUS Health

TELUS Health EAP
The following services shall be included in the Sponsoring Organization's TELUS Health EAP offering:

TELUS Health EAP	Service Type
24-hours, 7 days a week, toll-free telephone access to Employee Assistance Program ("EAP") for crisis counseling, risk assessment and matching to appropriate service(s)	TELUS Health EAP Services
Professional EAP Counseling: Face-to-face, Telephonic, Video Counseling, Chat, and Self-Directed and Counselor-Assisted Online Programs. Session Limit: ☒ Up to **6** per Eligible User per applicable EAP Services category per contract year. In no event shall TELUS Health provide more than six (6) sessions per Nevada Eligible User, regardless of issue or topic, within a rolling six (6) month period. Topics including but not limited to: ○ Stress & Life Management ○ Depression, Anxiety, Grief, Loss, Anger, & Violence ○ Relationships, Life Changes, Family Matters, Parenting ○ Substance Use, Addictions, Smoking Cessation ○ Career Support & Resiliency Coaching ○ Pre-Retirement Planning (Lifestyle Planning) ○ Personal Traumatic Events	TELUS Health EAP Services
WorkLife Services: ○ Eldercare Consultation ○ Childcare Consultation ○ Community Referrals ○ Health & Wellbeing Online ○ Financial Consultation ○ Legal Consultation ○ Workplace Referral (Monitored/Mandated) and non-DOT Substance Abuse Program – 1:1 based on EAP counseling model EAP Services	TELUS Health EAP Services
EAP Platform Services* (TELUS Health One): ○ Organization Posts – Wellness community feed ○ Digital EAP Content ○ Online Self-Directed Programs ○ Health Assessment ○ Colleague Directory ○ TELUS Health Community	EAP Platform Services
Manager / Key Personnel Consultations (24/7/365)	EAP Services
Digital Promotional Materials	EAP Services & EAP Platform Services
Quarterly Statistical Reports	EAP Services & EAP Platform Services

*Feature availability may require personal accounts.

CONSENT AGENDA ITEM NO. 7.D.

FOR COUNCIL: May 12, 2025

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and Action on a Resolution Waiving the Formal Bidding Requirements and Authorizing an Amendment to Extend the Agreement with Holmes Murphy through June 30, 2028, for Insurance Broker Services for the City's Dental, Life, and Health Benefits for Staff, as requested by the Human Resources 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
Objective 1e. Partnering with others for the most cost-effective service delivery

BACKGROUND: City Council approved a three-year agreement with Holmes Murphy on April 22, 2022, to provide insurance broker services to the City from July 1, 2022, through June 20, 2025. In that time, Holmes Murphy has provided continued support to help City staff:

- Set and execute a multi-year strategic plan, so that the City's benefits remain competitive to the market;
- Assess the ever-changing healthcare landscape to make adjustments, as necessary;
- Actively pursue Request for Proposal (RFP) opportunities as they arise, to maintain fiscal responsibility.

Key accomplishments are listed on page 3 of the Contract Extension Proposal. Of particular note is the fact that, through their work, the City's self-insured medical plans experienced a 4.2% premium increase in January, which was significantly lower than the average annual employer increase for 2025.

A 2% average annual increase will apply throughout the three-year agreement extension period, which is significantly below the current market renewal rate. If approved, the City will extend the existing agreement with Holmes Murphy through June 30, 2028.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: If approved, the City will enter into an Amendment to Extend the Agreement with Holmes Murphy through June 30, 2028. Costs incurred as a result of this agreement will continue to be charged to the Employee Healthcare Miscellaneous-Other Professional & Technical Services account (60200290-70220) in the amount of $65,070, and Retiree Healthcare Miscellaneous-Other Professional & Technical Services account (60280290-70220) in the amount of $7,230 which is a 90/10 split respectively between those two funds for a total cost in FY 2026 of $72,300. Total costs for the three-year period will be $221,400, which includes a 2% annual increase. The contract terms run from July 2025 through June 2028, so 2 months of the FY 2026 agreement are under the current compensation structure. Stakeholders can locate the Employee Healthcare Miscellaneous Other Professional & Technical Services account (60200290-70220) in the FY 2026 Proposed Budget Book titled "Other Funds & Capital Improvement" on page 145 and the Retiree Healthcare Miscellaneous Other Professional & Technical Services account (60280290-70220) in the same book on page 150. Human Resources will include the budget amounts for FY 2027: $66,240 from Employee Healthcare Miscellaneous-Other Professional & Technical Services account (60200290-70220) and $7,360 from the Retiree Healthcare Miscellaneous Other Professional & Technical Services account (60280290-70220) for a total of $73,600, and FY 2028: $67,320 from Employee Healthcare Miscellaneous-Other Professional & Technical Services account (60200290-70220) and $7,480 from the Retiree Healthcare Miscellaneous Other Professional & Technical Services account (60280290-70220) for a total of $74,800.

Respectfully submitted for consideration.

Prepared by: Josh Hansen, Compensation and Benefits Manager

ATTACHMENTS:
HR 2B Resolution
HR 2C Resolution - Exhibit A - Agreement Amendment
HR 2D Contract Extension Proposal
HR 2E 2022 Agreement - Fully Executed

RESOLUTION NO. 2025 - ___

A RESOLUTION WAIVING THE FORMAL BIDDING REQUIREMENTS AND AUTHORIZING AN AMENDMENT TO EXTEND THE AGREEMENT WITH HOLMES MURPHY THROUGH JUNE 30, 2028, FOR INSURANCE BROKER SERVICES FOR THE CITY'S DENTAL, LIFE, AND HEALTH BENEFITS FOR STAFF

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

WHEREAS, the City has the ability to waive the technical bidding requirements, pursuant to City Code Chapter 16, Section 50; and

WHEREAS, it has been determined that the City will need outside expertise to continue to navigate the healthcare landscape; and

WHEREAS, Holmes Murphy has extensive national experience assisting clients in both the public and private sectors; and

WHEREAS, the City entered into an Agreement with Holmes Murphy on July 1, 2022, which is set to expire on June 30, 2025; and

WHEREAS, the City has been pleased with the services performed, and would like to extend the current Agreement for an additional three-year period with a total cost of $221,400 (average of $73,800 per year); and

WHEREAS, the amendment to the agreement is attached (Exhibit A); and

WHEREAS, Staff believe waiving the formal bidding requirements for the amendment to an agreement is in the best interest of the City; and

WHEREAS, the City Council finds it in the best interest of the City to approve the Amendment to 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, and the formal bidding requirements are waived.

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

PASSED this 12th day of May 2025.

APPROVED this ___ day of May 2025.

CITY OF BLOOMINGTON	**ATTEST**
______________________________	______________________________
Dan Brady, Mayor	Leslie Smith-Yocum, City Clerk

EXHIBIT A

AMENDMENT No. 1 to the
SERVICES AGREEMENT

This Amendment to the Services Agreement (the "Amendment") is made and entered into April 4, 2025 (the "Amendment Effective Date"), by and between Holmes, Murphy and Associates, LLC ("Holmes Murphy") and City of Bloomington, Illinois ("Client"). Holmes Murphy and Client may be referred to collectively as "Parties" or individually as a "Party" to this Agreement.

RECITALS

A. Holmes Murphy and Client entered into that certain Services Agreement dated April 22, 2022 (the "Agreement"), which constitutes the entire understanding between the Parties concerning the subject matter hereof. All capitalized terms used and not otherwise defined herein shall have the meaning ascribed to them in the Agreement.

B. Holmes Murphy and Client desire to modify the Agreement as set forth herein below.

AGREEMENT

NOW, THEREFORE, Holmes Murphy and Client hereby agree as follows:

1. The Parties agree to modify the term of the Agreement so that it now expires on June 30, 2028.

2. The Parties agree to Modify Exhibit A reference the Partnership Summary & Contract Extension document presented to Client in March 2025.

The Agreement, as hereby amended, constitutes the entire understanding between the Parties concerning the subject matter hereof and supersedes all prior discussions, agreements and representations, whether oral or written. The Agreement, as hereby amended, or any part or provision thereof shall not be deemed waived, amended, or modified by either Party unless such waiver, amendment, or modification is in writing and executed by authorized representatives of both Parties.

In Witness Whereof, the Parties have caused their duly authorized representatives to execute this Amendment as of the Amendment Effective Date.

FOR AND ON BEHALF OF HOLMES MURPHY:	**FOR AND ON BEHALF OF CLIENT:**
Holmes, Murphy and Associates, LLC	**City of Bloomington, Illinois**
By: Chris Nelson	By:
Name: Chris Nelson	Name:
Title: General Counsel	Title:
Date: 4-24-2025	Date:

There's No Place Like Holmes

City of Bloomington Illinois

Partnership Summary & Contract Extension

Presented March 2025

There's No Place Like Holmes

Josh Hansen
Total Comp. & Process Imp. Mgr
City of Bloomington, IL
115 E. Washington St.
Bloomington, IL 61701

Dear Josh:

Holmes Murphy is pleased to provide the following commitment and partnership summary. Together, we have accomplished great things in the short time we have been working together (since July 2022) and hope to continue our strong partnership into the future.

During our partnership, we have made a positive impact because of our negotiations and recommendations. We secured multi-year contract terms, improved the health plan member experience, and brought enhanced employee communications to the annual open enrollment process. Additionally, we validated or improved non-medical benefit programs through either benchmarking or external marketing efforts. Lastly, we have provided ACA and other regulatory guidance.

We believe that the exceptional quality, customer service, and creativity within our organization is unparalleled. Holmes Murphy's fundamental DNA is the development of new values through solutions that exceed the expectations of our clients. We look forward to continuing to develop effective long-term solutions that minimize cost and provide long term security for the City's employees and retirees.

As a reminder, the dedicated team assigned to work with the City has extensive experience with public sector clients. This experience allows us to provide the City with a unique perspective to benefits.

Sincerely,

Anna Evans
Vice President/Shareholder
Holmes Murphy
(309) 558-9444
aevans@holmesmurphy.com

RELATIONSHIP HISTORY

At Holmes Murphy we value the relationship we have with each of our clients and want to ensure that we are adding value by continuously bringing innovative and cost savings solutions. Listed below, are key accomplishments and/or projects that we have assisted with.

- Facilitated BCBSIL & CoB implementation calls
- Conducted core beliefs
- Set multi-year strategic plan
- Educational webinars
- Negotiated a BCBSIL credit of $100,000
- Compensation statement assistance
- Facilitated training needs team survey
- ACA vendor change (reduced costs significantly)
- Consultation around compensation study
- Mayo executive review and discussion
- Guidance on wellness reimbursements
- Development of employee communication materials
- Benistar renewal review
- Bi-weekly touch bases
- Development of monthly plan reporting
- Evaluation of Everside (near site clinic)
- Vol life evaluation
- LifeLock implementation (nonunion)
- Contribution modeling with HMA Financial team
- Assistance with parental leave resources
- Reduced 2023 BCBSIL renewal from 20% to 6.7% - approximately $910,000 savings in expected costs
- Dental PPO/Indemnity analysis and implementation
- Various Benchmarking Projects
- Ongoing vendor management
- Positive Stop Loss & Pharmacy RFP Results for 2024/2025 Renewal
    - Stop Loss $183K Annual Reduction in Premium with no change to deductible
    - Pharmacy $260K reduction in fees/additional rebates effective 7/1
        - Additional program savings effective 1/1 to match previous programs – savings of $147K annually
        - $40K one time pharmacy credit
- Standard Billing Reconciliation Project

There's No Place Like Holmes

HOLMES MURPHY

PLANNED INITATIVES

As a part of our commitment to provide strategic direction and new ideas, following are the recommended initiatives we have identified for the upcoming year:

2025-2026 City of Bloomington Benefit Initiatives
Implement GLP-1 Cost Savings Mechanisms & Evaluation of Biosimilar Strategy in addition to other pharmacy savings programs
Exploration of Dental & Vision Vendors
Explore and analyze alternative vendor offerings to ensure alignment with organizational goals and evolving industry standards (For Example, Member Rewards, Rula, etc.)
Improved Holmes Murphy Financial & Clinical Reporting Roll-out

Following is the **CURRENT** compensation arrangement between Holmes Murphy and City of Bloomington

COMPENSATION STRUCTURE

SERVICE/COVERAGE	COMPENSATION
Consulting	$5,900/Month
Pharmacy Services (Paid by PBM)	$3.25 PMPM

Below is a description of the **PROPOSED** compensation arrangement between Holmes Murphy and City of Bloomington Effective July 1, 2025, through June 30, 2028.

COMPENSATION STRUCTURE

SERVICE/COVERAGE	COMPENSATION
Consulting	$6,050 Month July 2025-June 2026 $6,150/Month July 2026-June 2027 $6,250/Month July-2027-June 2028
Pharmacy Services (Paid by PBM)	$3.25 PMPM

In the spirit of operating as an extension of City of Bloomington's HR and Benefits department, we cannot envision fees that might fall outside of the scope of services proposed, except for the following:

- Language translation, printing, postage, and document delivery expenses.
- Clinical data warehouse and analytics file feed charges.
- Plan document and SPD creation (if applicable).
- Compliance-related deliverables such as:
    - Non-discrimination testing.
    - ACA Section 6055 and 6056 reporting.
    - Actuarially certified IBNR analysis.
    - FAS 106/OPEB calculation.
    - 509A Preparation/Filing (will assist with gathering of information needed to file).
    - Medicare Part D actuarial attestation and notification.
- Benefit eligibility management (including carrier portal management).
- Partner/vendor file feed charges.
- Employee compensation/total reward statements production (tool and templates are included).

Sales and Use Taxes:
In addition to payment of commissions, fees, and other amounts due under this Agreement, the City of Bloomington is responsible for payment of any sales and use tax due on or with respect to commissions, fees, and other amounts payable under this Agreement. The City of Bloomington will pay applicable sales or use tax to HMA or the proper tax authority as required by law.

Disclosures:
A. GENERAL COMPENSATION
Compensation transparency is important to Holmes Murphy, and we strive to provide all our clients with a clear picture of our compensation beyond the traditional reports you may receive, such as the 5500 schedules. We provide this compensation disclosure to you in good faith as we value your full understanding of the relationship that you have with Holmes Murphy. If you have any questions on Holmes Murphy's compensation as it relates to your specific account, please reach out to your Client Experience Team for additional discussion.

Holmes Murphy receives compensation on accounts either through a consulting fee paid by the client and/or through commissions paid by the insurance company. Such compensation is dictated by state law, which Holmes Murphy works to comply with in all jurisdictions. The client will authorize the fees paid for these products.

Additionally, Holmes Murphy may receive compensation for non-medical/dental benefit coverages or other ancillary products that are paid by a particular vendor to Holmes Murphy. National carrier contingency payments or bonus payments may also be paid to Holmes Murphy based on national volume not specific to any client as well as several "contingent" factors related to overall premium volume, premium growth year-over-year, profitability and/or retention targets set by the insurer and those funds are directed to corporate initiatives. Holmes Murphy may also receive compensation for placing your insurance from other intermediaries, such as wholesalers and premium finance companies, which may or may not be affiliated with Holmes Murphy. That compensation may be in the form of commissions, administrative fees, placement fees, interest, or other compensation.

Finally, Holmes Murphy works closely with numerous carriers and vendors who may provide gifts or other non-monetary based compensation as part of our ongoing and established relationship. While this is not the case with every carrier or vendor, Holmes Murphy does accept such gifts or other non-monetary based compensation as a normal course of business. Holmes Murphy will disclose any change to this information as soon as practicable but not later than 60 days after we are informed of the change. We will also correct any errors or omissions to this document and provide you with a corrected disclosure within 30 days after discovering our error.

B. PARTNER COMPENSATION PROGRAMS
Holmes Murphy may benefit from various carrier and partner compensation programs including persistency, growth bonus, overrides, etc. Contingency earnings for HMA in the last three years have been between 6-8% of Employee Benefit earnings. Additional compensation may be earned but may be unable to be calculated at the time of this disclosure. Clients may choose to opt out of contingency arrangement calculations by notifying their Client Experience Team in writing.

C. CONTINGENT COMPENSATION
C2 Centric, LLC, is an equity-owned organization by McGohan/Brabender Agency, Inc.; M3 Insurance Solutions, Inc.; James A. Scott & Son; The Partners Group, LTD; Holmes Murphy & Associates, Inc.; and Connor Strong & Buckelew Companies, LLC. C2 Centric, LLC may receive contingent compensation and payments range between 1-3% of total premiums for stop loss insurance. C2 Centric, LLC, may receive contingent compensation and payments from pharmacy carriers.

SERVICES AGREEMENT

This Agreement for Services ("Agreement") is made the 26th day of April, 2022 ("Effective Date") between City of Bloomington, Illinois ("Client"), and Holmes Murphy & Associates, LLC ("Holmes Murphy"), either or both of which entities may be referred to individually or collectively as "Party" or "Parties", respectively.

WHEREAS, Holmes Murphy provides consulting and brokerage services to clients in the field of health and welfare benefits; therefore, Client hereby engages in the services of Holmes Murphy, and in consideration of the promises herein contained.

NOW, THEREFORE, the Parties hereby agree as follows:

I. SCOPE OF SERVICES

Holmes Murphy will provide professional services in the area of health and welfare benefits as outlined in the Exhibit A attached hereto and hereby incorporated into this Agreement. Holmes Murphy is not responsible for services offered by a third party regardless of whether the third party was recommended by Holmes Murphy in their capacity as Broker of Record.

II. SERVICES FEES

Compensation for medical and dental consulting will be a flat monthly consulting fee of $5,600.00 for Year 1. It will increase to $5,750/month in Year 2 and $5,900/month in Year 3. Compensation for non-medical/dental benefit coverages are paid by the vendor to Holmes Murphy. National Carrier bonus payments or override commissions may be paid to Holmes Murphy based on national volume not specific to Client and those funds are directed to corporate initiatives.

Client will not incur any additional monthly fees after the Agreement is terminated as provided in Section III.

III. TERM

This Agreement will begin on the 1st day of July, 2022 and will continue for a period of three (3) years thereafter (Initial Term). This Agreement may be renewed for additional one (1) year terms (each, a Renewal Term), upon written, mutual agreement of both Parties. The Initial Term and Renewal Term are collectively referred to herein as the Term. This Agreement may be terminated at any time and for any reason by either Party by providing ninety (90) days prior written notice to the other Party. In the event Client is transitioning health and welfare benefit services to another provider upon termination, Holmes Murphy shall use all reasonable efforts to share information and coordinate such transition with the new provider in a professional and workmanlike manner.

IV. INDEMNIFICATION

Each Party ("Indemnitor") hereby agrees to indemnify, defend and hold harmless the other Party ("Indemnitee"), including the Indemnitee's subsidiaries and affiliates and their respective officers, directors, employees, agents, successors and assigns, from and against any and all losses, claims, demands, actions, costs, liabilities, damages, and expenses (including but not limited to reasonable attorney fees) arising out of or related to (i) the Indemnitor's performance or failure to perform any of its obligations under this Agreement, or (ii) any other negligent act or failure to act on the part of Indemnitor. In no event will either Party be liable for any special, incidental, punitive, indirect or consequential damages whatsoever arising out of the services, even if the party has been advised of that possibility. Notwithstanding the foregoing, Holmes Murphy's total liability under this section shall not exceed the sum of One Million Dollars ($1,000,000.00).

V. REPRESENTATIONS AND WARRANTIES

Each Party represents and warrants to the other Party that: (i) it is duly authorized and licensed to do business and carry out its obligations under this Agreement; (ii) the making of this Agreement does not violate any law, regulation or agreement to which it is a party; (iii) in fulfilling its obligations pursuant to this Agreement, it will comply with all applicable federal, state and local laws or regulations; (iv) it has full power and authority to enter into this Agreement and the execution, delivery and performance of this Agreement has been authorized by all necessary corporate action; (v) it has obtained all third party consents required to enter into this Agreement and neither the execution, delivery or performance of this Agreement will conflict with or constitute a breach of its certificate of incorporation, charter or by-laws; (vi) it has had the opportunity to read this Agreement, has voluntarily entered into this Agreement, and is fully aware of its terms and conditions. The representations and warranties of this Section shall survive the termination of this Agreement.

VI. CONFIDENTIALITY

Holmes Murphy acknowledges that during the term of this Agreement, it will have access to or may come in to possession of various confidential materials of Client, including without limitation: employee information including name, address, social security number or any other personally identifiable information; contact information; account information; financial information; and security and operational procedures and information. Holmes Murphy agrees that it will not divulge any confidential material to any third party without Client's prior written consent, provided, however, Holmes Murphy shall be permitted to divulge confidential material to third parties that are utilized to provide the services to Client. Holmes Murphy will comply fully with all applicable laws, regulations, and government orders relating to personally identifiable information ("PII") and data privacy with respect to any such data that Holmes Murphy receives or has access to under the Services Agreement or in connection with the performance of any services for Client.

Holmes Murphy further agrees that all confidential material shall be and remain the property of Client. All such information in tangible form, including all tools and equipment, shall be returned to Client promptly upon written request or the termination of the Agreement, and shall not thereafter be retained or used in any form or manner by Holmes Murphy. Notwithstanding the foregoing, subject to its obligations of confidentiality, Holmes Murphy may retain one copy of documents containing confidential information necessary for archival purposes and to defend its work product, in compliance with its internal document retention policy. This undertaking shall survive any termination of this Agreement.

Both Parties understand and agree that this Agreement and Client, being a Municipality in the State of Illinois, are subject to the Freedom of Information Act (FOIA).

VII. ASSIGNMENT

No Party may assign this Agreement, or the proceeds thereof, without prior written consent of the other Party. Notwithstanding the foregoing, a sale of all or substantially all of the assets of a Party shall not be considered an assignment under this section.

VIII. NOTICES

Notices will be effective under this Agreement when in writing and delivered by next-day delivery service (with proof of delivery) or mailed by certified or registered mail, return receipt requested, to the appropriate Party below, with a copy to each Party's respective General Counsel,

Attn: General Counsel
Holmes Murphy & Associates, LLC
2727 Grand Prairie Parkway
Waukee, IA 50263

City of Bloomington
Attn: Legal Department
PO Box 3157
Bloomington, IL 61701
Legal@cityblm.org

or to the person and at the address designated in the future. Notices shall be deemed given on the date delivered or date of attempted delivery, if service is refused.

IX. SEVERABILITY

In the event any one or more of the provisions of this Agreement is held to be unenforceable or invalid under applicable law: (i) such unenforceability or invalidity shall not affect any other provision of this Agreement; (ii) this Agreement shall be construed as if said unenforceable or invalid provision had not been contained herein; and (iii) the Parties shall negotiate in good faith to replace the unenforceable or invalid provision by such as has the effect nearest to that of the provision being replaced.

X. CAPTIONS

The captions used in this Agreement are for convenience of reference only and are not to be used in interpreting the obligations of the Parties under this Agreement.

XI. INDEPENDENT CONTRACTORS

Nothing contained in this Agreement shall create any association, partnership, joint venture or principal/agent relationship between Client and Holmes Murphy, it being understood that the Parties are, with respect to each other, independent contractors, and neither Party shall have an authority to bind the other in any way.

XII. GOVERNING LAW

This Agreement shall be governed by and interpreted in accordance with the substantive laws of the State ofIllinois, without regard to its conflict of law rules.

XIII. WAIVER

The failure to exercise any right under this Agreement shall not be deemed to be a waiver of such right, and shall not affect the right to enforce each and every right hereof. The waiver of any breach of any term, provision, covenant or condition herein contained shall not be deemed to be a waiver of any subsequent, actionable breach.

XIV. ENTIRE AGREEMENT

This Agreement and the Exhibits attached hereto constitute the entire understanding between the Parties concerning the subject matter hereof and supersede all prior discussions, agreements and representations, whether oral or written. This Agreement or any part or provision hereof shall not be deemed waived, amended, or modified by either Party unless such waiver, amendment or modification is in writing and executed by authorized representatives of both Parties.

XV. COUNTERPART EXECUTION

This Agreement may be executed in multiple counterparts, including emailed or telecopied facsimile, each of which when so executed shall be an original, and all of which shall constitute one and the same instrument. In Witness Whereof, the Parties have caused their duly authorized representatives to execute this Agreement as of the day and year first above written.

AGREED:

Client	Holmes Murphy & Associates, LLC
By: ________	DocuSigned by: Karla Radda E3EC7477D804449... By: ________
Name: Tim Gleason	Name: Karla Radda
Date: 4/26/2022 | 2:31 PM CDT	Date: 4/12/2022 | 2:19:55 PM CDT
Title: City Manager	Title: Chief of Staff/Shareholder

Exhibit A – Scope of Services

City of Bloomington, Illinois

Consulting Scope of Services & Compensation Disclosure

March 18, 2022

HOLMES MURPHY

HEALTH AND WELFARE BENEFITS CONSULTING

Holmes Murphy & Associates (Holmes Murphy) is pleased to provide Health and Welfare Benefit Consulting Services to the City of Bloomington. The following agreement outlines the scope of health and welfare benefit brokerage and consulting services to be provided by Holmes Murphy to the City of Bloomington. Each service described below will be provided by our in-house Holmes Murphy staff.

I. CONSULTING SERVICES

- Conduct our proprietary Core Beliefs exercise with City Management to identify your "healthcare why."
- Designated consulting team will develop a strategic plan for both immediate and long-term approaches in order to optimize benefits and mitigate health care cost trends.
- Conduct strategic meetings/video conferences.
- Vendor Management - Provide ongoing assistance with resolving vendor issues with enrollment, claims, billing, eligibility, coverage appeals, etc. upon request from the HR Team.
- Conduct policy/contract/certificate review for completeness and accuracy.
- Provide administration/HR support to the City's personnel.
- Prepare, strategize, and facilitate Open Enrollment meetings.
- Conduct/facilitate employee engagement surveys.
- Prepare annual strategic timeline.
- Consult on benefit plan design and eligibility (waiting periods, contract language, etc.).
- Benchmarking analysis by industry, region and compared to Holmes Murphy's book of business.

II. MARKETING SERVICES (RENEWALS)

- Holmes Murphy underwriting/budget analysis.
- Evaluate and consult on market trends.
- Evaluate and market benefit portfolio through RFP process.
- Analyze, present, and recommend marketing results based on the benefits strategy set forth by City Management and Holmes Murphy.
- Negotiate pricing, performance guarantees, and contract terms with carriers.
- New carrier installation/implementation support.
- Carrier review (A.M. Best).
- Review plan documents and SBCs for accuracy and consistency with terms of coverage sold/renewal terms.
- Contract/agreement/policy/certificate review/delivery.
- Benefit Portfolio Financial and Utilization Analysis.
- Financial/strategic/budget planning.
- Consult on bargaining/negotiations.
- Track benefit design and rate history.

III. COMMUNICATIONS

- Develop communications for annual benefits Open Enrollment and new hire orientation.
- Advise employees on benefits through Open Enrollment meetings and education.
- Assist in providing health and wellness related content for monthly employee newsletters.
- Develop strategic communication calendar and timeline.
- Access to Human Resource team support portal (HR360).
- Access to Holmes Murphy-sponsored seminars/webinars.
- Evaluate and provide feedback on communication tools and materials included in carrier contracts, such as plan selection tools, wellness newsletters, etc.

IV. COMPLIANCE

- Provide weekly Compliance Alert emails and updates.
- Conduct our Compliance Scorecard review to ensure the City of Bloomington is in compliance with all state and federal regulations.
- Inform client on legislative and regulatory changes with potential impact on benefit plans.
- Provide benefit compliance required notices.
- Ensure the City of Bloomington's benefit plan designs are in compliance.
- Access to an HRHotline through our HR360 partnership.
- Respond to inquiries as requested.
- Holmes Murphy-sponsored seminars and webinars.

Holmes Murphy provides general guidance to its clients on employee benefits and related personnel matters but does not provide legal advice.

V. WELLNESS/CLINICAL SERVICES

- Evaluation and implementation of wellness/clinical and carrier provided programs.
- Employee wellness education campaigns.

VI. FINANCIALS/REPORTING/DATA ANALYSIS

- Monthly claims reporting (including claims vs. budget results, large claimant analysis, per employee per month costs, claims trend summary, enrollment by tier and prior claims comparisons).
- Annual health plan financial analysis for executive review.
- Use of Holmes Murphy's proprietary budget modeler.
- Reforecast current year budget with revised enrollment.
- Contribution modeling analytics.
- Develop reserve and quarterly IBNR projections and consult with auditors, as requested.
- Analysis of risk levels and stop-loss modeling.
- PBM/network/carrier/cost containment marketing/review.
- Carrier network analysis.
- Calculate COBRA rates for all benefits.

VII. ADDITIONAL SERVICES

Additional Services are available either through Holmes Murphy or a third party at an additional cost. These services are not included in the Holmes Murphy core scope of services. For an estimated cost of each additional service, please speak to your Holmes Murphy Consultant.

Holmes Murphy is not responsible for services offered by a third party regardless of whether the third party was recommended by Holmes Murphy in their capacity as Broker of Record.

- ACAP Health products and services.
- Innovative Captive Strategies solutions.
- ethOs consulting.
- AVANT Specialty Benefits.
- Third-party audit costs.
- GASB liability/OPEB Calculation.
- Leave of Absence Management.

VIII. HOLMES MURPHY COMPENSATION AND DISCLOSURES

Holmes Murphy would be honored to provide benefit advisory services to the City of Bloomington. We are comfortable with any compensation methodology other than billable hours. Our practice is built around improving the results for our clients no matter what or how long it takes. We believe that billable hours can discourage customers from accessing our consulting services.

Our typical compensation arrangement is based on a pre-agreed, fixed annual budget. **While we strive to create a balance between revenue and resources, Holmes Murphy, in no way, wants cost to become a barrier to earning the right to work with the City of Bloomington**. Below is a description of our multi-year proposed compensation arrangement.

Description	Multi-Year Fee Agreement July 1, 2022 – June 30, 2025
Employee Benefits Consulting	Year 1: $67,200/annually ($5,600 billed monthly) Year 2: $69,000/annually ($5,750 billed monthly) Year 3: $70,800/annually ($5,900 billed monthly)

Our goal is to become your most trusted advisor – for many years. Upon the end of a full year of brokerage services, if the City of Bloomington is in any way not satisfied with our services, or if the City of Bloomington does not feel we full-filled our promises through our actions and services, we will lower our costs by **10% for the next year of service** as your employee benefits consultant.

Disclosures:

As mentioned, compensation transparency is important to Holmes Murphy, and we strive to provide all clients with a clear picture as it relates to our compensation beyond the traditional reports you may receive. We provide this compensation disclosure to you in good faith as we value your full understanding of the relationship which you have with Holmes Murphy. If you have any questions on Holmes Murphy's compensation as it relates to our partnership, please reach out to your account team for additional discussion.

Holmes Murphy receives compensation on accounts either through a consulting fee paid by the client and/or through commissions paid by the insurance company. Such compensation is dictated by state law, which Holmes Murphy works to comply with in all jurisdictions.

Additionally, Holmes Murphy may receive compensation for non-medical/dental benefit coverages or other ancillary products that are paid by the vendor to Holmes Murphy. National carrier contingency payments or bonus payments may also be paid to Holmes Murphy based on national volume not specific to any client as well as several "contingent" factors related to overall premium volume, premium growth year-over-year, profitability and/or retention targets set by the insurer and those funds are directed to corporate initiatives. Holmes Murphy may also receive compensation for placing your insurance from other intermediaries, such as wholesalers and premium finance companies, which may or may not be affiliated with Holmes Murphy. That compensation may be in the form of commissions, administrative fees, placement fees, interest, or other compensation none of which are tracked or budgeted for since they are not guaranteed. Override compensation, when available, is used to offset expenses relative to our expertise areas (clinical, data analytics, communications, and actuarial).

Contingency earnings for HMA in the last three years have been between 6-8% of Employee Benefit earnings. Additional compensation may be earned but may be unable to be calculated at the time of this disclosure. Clients may choose to opt out of contingency arrangement calculations by notifying their HMA consultant in writing.

Finally, Holmes Murphy works closely with numerous carriers and vendors who may provide gifts or other non-monetary based compensation as part of our ongoing and established relationship. While this is not the case with every carrier or vendor, Holmes Murphy does accept such gifts or other non-monetary based compensation as a normal course of business.

CONSENT AGENDA ITEM NO. 7.E.

FOR COUNCIL: May 12, 2025

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and Action on a Resolution Approving an Agreement with Donohue & Associates, Inc., for a Design to Replace the Existing Electrical System at the Water Treatment Plant, in an Amount Not to Exceed $1,019,625, as requested by the Water Department.

RECOMMENDED MOTION: The proposed Resolution be approved.

STRATEGIC PLAN LINK:
Goal 2. Upgrade City Infrastructure and Facilities

STRATEGIC PLAN SIGNIFICANCE:
Objective 2b. Quality water for the long term

BACKGROUND: The Water Department recommends approval of an Agreement with Donohue & Associates, Inc. ("Donohue"), for a design to replace the existing electrical system at the Water Treatment Plant ("WTP"). Donohue will design specific recommendations for cost-effective electrical improvements with a construction schedule designed to follow the City's financial planning.

The WTP was built in 1987. The electrical system for this plant consists of both 480-volt and 2400-volt equipment. With this equipment being about 40 years old, it becomes less reliable, and replacement parts have become obsolete and unavailable, which puts the WTP at risk of failure. This project will develop a design for replacing the 40-year-old electrical system, including the 2400-volt equipment, and two of the four high-service pump motors. Due to the voltage, these pumps run at a constant speed. These motors would be replaced with 480-volt equipment, allowing a VFD (Variable Frequency Drive) to be installed, which would let staff adjust the speed, match customer demand more consistently, and reduce energy consumption. This reduction in voltage would also create a safer work area for staff. Some of the current equipment has no safety equipment available to protect staff in the event of an arc flash. Currently, to work on this equipment safely, the entire WTP must be de-energized. This project will also look to reutilize available WTP space for the new electrical gear, versus an addition to the building that was proposed previously. Doing so will allow for the new equipment installation while the old electrical equipment is still in service and reduce required shutdowns for replacements.

On October 28, 2024, Council approved Resolution No. 2024 - 062, which approved an agreement with Donohue & Associates, Inc., for a study to evaluate the conversion of the existing electrical system at the WTP, in an amount not to exceed $75,000. This study was to determine feasibility, specific recommendations for cost-effective electrical improvements with a construction schedule, and cost analysis.

Through the Request for Qualifications (RFQ) #2022-25 (Resolution No. 2022-13), Council approved a list of prequalified vendors for Architectural and Engineering Services. RFQ #2022-25 established 10 categories of professional services and identified qualified vendors to provide services in each category by project cost. For each category, small projects cost less than $50,000, and large projects cost $50,000 or more. City staff reviewed the seven selected firms under the (C: Potable Water Supply, Treatment, and Mechanical Maintenance) (Large) category, which is the key service for the project as described above, and determined Donohue to be the most qualified firm to do the work that best meets the City’s needs. Based on Donohue's selection under RFQ #2022-25 and their experience with this type of work, Donohue was asked to submit a proposal for the scope and fees associated with designing the replacement of the existing electrical system and construction phasing at the WTP. The vendor was chosen for this project utilizing a qualifications-based selection process, and, therefore, the City’s local preference policy does not apply. Donohue's proposal is attached and, should the agreement be approved, would authorize an amount not to exceed $1,019,625.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: If approved, the City will enter into an agreement with Donohue & Associates, Inc, in an amount not to exceed $1,019,625. The total included in the FY 2026 Budget for this item is $1,000,000. This agreement will be paid out of Water Mechanical Maintenance-Architectural & Engineering Services for Capital account (50100160-70051). Stakeholders can locate this in the FY 2026 Proposed Budget Book titled "Other Funds & Capital Improvement" on pages 102, 160, 219, 239, and 240.

Respectfully submitted for consideration.

Prepared by: Aaron Kinder, Superintendent of Mechanical Maintenance

ATTACHMENTS:
WTR 1B Resolution
WTR 1C Resolution - Exhibit A - Agreement

RESOLUTION NO. 2025 - ____

A RESOLUTION APPROVING AN AGREEMENT WITH DONOHUE & ASSOCIATES, INC., FOR A DESIGN TO REPLACE THE EXISTING ELECTRICAL SYSTEM AT THE WATER TREATMENT PLANT, IN AN AMOUNT NOT TO EXCEED $1,019,625

WHEREAS, subject to the provisions of the City Code, City staff are recommending an Agreement with Donohue & Associates Inc. (Exhibit A) be approved for a design to replace the existing electrical service at the Water Treatment Plant (PROJECT), in an amount not to exceed $1,019,625; and

WHEREAS, the PROJECT consists of a design necessary for the replacement of equipment that is 40 years old, as this equipment has become less reliable, and replacement parts have become obsolete and unavailable putting the Water Treatment Plant ("WTP") at risk of failure. The design will also plan to replace the 2400-volt equipment, including two high-service pump motors. These motors would be replaced with 480-volt equipment, allowing a VFD (Variable Frequency Drive) to be installed, allowing staff to adjust the speed, matching customer demand more consistently, and reducing energy consumption; and

WHEREAS, Donohue & Associates, Inc. will design specific recommendations for cost-effective electrical improvements with a construction schedule designed to follow the City's financial planning; 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 12th 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
DONOHUE & ASSOCIATES, INC.
FOR
ARCHITECTURAL & ENGINEERING SERVICES

THIS AGREEMENT, dated this 12 day of May, 20 25, is between the City of Bloomington, IL (hereinafter "CITY") and Donohue & Associates, 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. **<u>Recitals.</u>** The recitals set forth above are incorporated into this Section 1 as if specifically stated herein.

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

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

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

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

(RFQ) #2025-32)
(Resolution No. 2025-82)
MBS
5/06/25

~~"RFQ #2022-25 FY22~~ Multi-Year Professional A&E Services (hereinafter "REQUEST"). Accordingly, the provisions of the REQUEST and the proposal submitted by VENDOR (hereinafter collectively referred to as "PROCUREMENT DOCUMENTS"), shall be incorporated into this Agreement by reference and made a part thereof and shall be considered additional contractual requirements that must be met by VENDOR. In the event of a direct conflict between the provisions of this Agreement and the incorporated PROCUREMENT DOCUMENTS, the provisions of this Agreement shall prevail. All PROCUREMENT DOCUMENTS are kept on file by CITY Legal Department and shall be made available upon request.

Section 4. **<u>Payment.</u>** 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. **<u>Requirement for Payment & Performance Bond.</u>** The following shall further apply to this Agreement:

X 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, and after giving VENDOR reasonable time to cure deficiencies, 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.** Neither ~~T~~the CITY nor VENDOR shall ~~not~~ be in default of this Agreement ~~and~~ or ~~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 or VENDOR'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~~to the extent caused by VENDOR's negligent operations performed under this Agreement, except for loss, damage, or expense arising from the sole 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.~~ To the fullest extent permitted by Laws and Regulations, CITY and VENDOR waive against each other, and the other's employees, officers, directors, members, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement or the Project, from any cause or causes.

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. Any reuse or alteration of the documents for any purpose other than that for which such documents were originally prepared shall be at CITY's sole risk and VENDOR assumes no responsibility for the alteration or reuse of those documents.

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~~Schedule.** With regard to all dates and time periods set forth or referred to in this Agreement, VENDOR shall complete work in agreed-to timeframes ~~time is of the essence~~subject to the Standard of Care. 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:

X 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:

Donohue & Associates, Inc.
Attn: Terry Boyer
1605 S. State Street, Suite 1C
Champaign, IL 61820
tboyer@donohue-associates.com

Copy to:
Donohue & Associates, Inc.
Attn: Craig Brunner
3311 Weeden Creek Road
Sheboygan, WI 53081
cbrunner@donohue-associates.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). For purposes of this Agreement, a party is "successful" if it recovers 75 percent or more of what it sought in such proceeding, or if it successfully defends against 75 percent or more of what was claimed against it. If neither percentage is met, the parties bear their own respective attorney's 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	VENDOR
By: ______________________________	By: Michael Stohl
Its City Manager	Its Vice President
ATTEST:	
By: ______________________________	By: ______________________________
Its City Clerk	Its ________________

EXHIBIT A

PROJECT DESCRIPTION/SCOPE OF SERVICES/TIMING

A. PROJECT DESCRIPTION

The City of Bloomington (City) operates and maintains the Lake Bloomington Water Treatment Plant (WTP). Water production equipment is fed from a series of medium and low voltage switchgear, switchboards, motor control centers, panelboards, and transformers. Most of the equipment was installed in the 1980s, with some equipment dating back to the 1960s or 1970s. In general, the equipment is in poor condition, has reached the end of its expected service life, and is in need of replacement.

The City is seeking assistance from Donohue to design the electrical improvements as summarized in the April 2025 Water Treatment Plant Electrical Improvements Report authored by Donohue. This project consists of design and bidding services.

B. SCOPE OF SERVICES

Basic Services to be provided by Donohue for this Project under this Agreement are as follows:

<u>Abbreviations and Symbols</u>

Plant	Water Treatment Plant
RFI	Request for Information
TM	Technical Memorandum
○	Services
➲	Deliverables

Phase 100 – 30% Design

105	Workshop 1.1 – Kickoff and Reconnaissance
○	Review and discuss project objectives, team members and stakeholders, communication protocols, schedule, and deliverables. Review, discuss, and refine the Request for Information. Discuss City preferences related to the new switchgear and generator equipment (e.g., configuration, access, space, etc.). Perform a site visit to review and document existing conditions.
➲	Agenda Request for Information Workshop Handouts Workshop Notes
110	Generator Siting and Building Arrangement Workshop
○	Meet with the City to determine location of new building, generators, and fuel tank relative to existing well and piping systems. Finalize arrangement and access to the new switchgear building.
115	Site Survey

○	Perform field survey to collect relevant topographic, fencing, pavement, piping system information. Scope includes survey of the property encompassing the western/southern fenceline, and to the old plant and new plant buildings to the north and east.
➲	CADD file
120	Geotechnical
○	Perform geotechnical investigation to determine soil classifications and elevation of bedrock (if applicable) at location of the switchgear building and generator foundation. Scope assumes four (4) borings.
125	Ground Penetrating Radar (GPR)
○	Perform GPS of the entire area where the switchgear building, generators, and fuel tank will be located as well as the path of duct banks to establish underground infrastructure locations.
130	Design Basis Report
○	Prepare multi-discipline report that details the proposed equipment and construction materials, anticipated construction cost, and construction schedule.
➲	Report
135	Produce 30% Documents
○	Use the information from the design basis report to prepare the drawings.
➲	30% Design Drawings
140	Cost Opinion
○	Prepare multi-discipline cost opinion.
145	Workshop 1.3 – 30% Documents
○	Review and discuss the 30% Design Drawings. Refine these documents to incorporate and address City comments.
➲	Agenda Workshop Handouts Workshop Notes
150	Prepare Generator RFP
○	Prepare materials to establish pricing of the Cummins generators.
155	Vendor Coordination
○	Finalize pricing and warranty requirements of the newly added generators. This step is included to add price control of the equipment that will be hard specified for Cummins. The established pricing will be written in to the Bid Form as an allowance.
160	Workshop 1.4 – Generator Finalization
➲	Agenda Workshop Handouts Workshop Notes

Phase 200 – 60% Design

205	Produce Draft Specifications
○	Prepare technical specifications.
➲	Specifications
210	Produce Construction Phasing Strategies
○	Develop one or several construction phasing strategies that includes construction constraints for the Contractor. Document these strategies and constraints in a memorandum

➲	DRAFT Construction Phasing Memorandum
215	Produce Project Schedule
○	Develop a construction schedule for Contractor use.
➲	DRAFT Construction Schedule
220	Produce 60% Documents
○	Use the information from the 30% design to advance the drawings and draft technical specifications. Documents will be advanced such that they contain sufficient detail to be used for equipment procurement.
➲	60% Design Drawings and Specifications
225	Workshop 2.1 – 60% Documents
○	Review and discuss the 60% Design Drawings and specifications. Refine these documents to incorporate and address City comments.
➲	Agenda Workshop Handouts Workshop Notes

Phase 300 – 100% Design

305	Review Project Costs
○	Prepare pricing update from the 60% to 100% submittal.
310	Refine Schedule
○	Update and refine the schedule.
➲	Updated schedule
315	Submit Permits
➲	Permit applications (fees by the City). This task will include the various steps required to obtain a generator interconnect agreement.
320	Produce Final Documents (100%)
○	Use the information from the 60% design and selected procurement proposals to finalize the drawings and technical specifications.
➲	100% Design Drawings and Specifications
325	Workshop 3.1 – 100% Documents
○	Review and discuss the 100% Design Drawings and specifications. Refine these documents to incorporate and address City comments.
➲	Agenda Workshop Handouts Workshop Notes

Phase 400 – Bidding

405	Identify Contractors

○	Work collaboratively with the City to identify contractors to be aware of project.
410	Prepare Addenda
○	Answer bidders' questions and prepare addenda.
➲	Addenda
415	Maintain Plan Holder's List
○	Distribute list of plan holder's and distribute to suppliers.
420	Pre-bid Meeting
○	Prepare for and lead pre-bid meeting on site with bidder.
➲	Agenda Workshop Handouts Workshop Notes
425	Prepare and Maintain Construction Schedule
○	Solicit feedback from bidders to refine construction schedule.
430	Maintain Electronic Communications
○	Track questions from bidders and coordinate with the City.
435	Permits
○	Package approved permits and share with selected contracted.

C. PROJECT ASSUMPTIONS

The scope of the project is based on the following assumptions:

1. Construction related services are not included in this scope of services. The scope and effort for construction related services required by the City will be coordinated with the City and included in a future amendment to this agreement.

2. Permit fees will be paid by the City.

D. PROJECT TIMING

Donohue shall be authorized to commence the work set forth herein upon receipt of a Notice to Proceed from Owner. The bidding documents will be ready for the Procurement Department to bid by May 2026.

PART II
OWNER RESPONSIBILITIES

A. In addition to other responsibilities of Owner set forth in this Agreement, Owner shall:

1. Identify a person authorized to act as the Owner's representative to respond to questions and make decisions on behalf of Owner, accept completed documents, approve payments to Donohue, and serve as liaison with Donohue as necessary for Donohue to complete its Services.

2. Furnish to Donohue copies of existing documents and data pertinent to Donohue's Scope of Services, including but not limited to and where applicable: design and record drawings for existing facilities, surveys, geotechnical and environmental studies, or assessments.

3. Provide to Donohue existing information regarding the existence and locations of utilities and other underground facilities.

4. Provide Donohue safe access to premises necessary for Donohue to provide the Services.

EXHIBIT B PAYMENT TERMS

Project: **WTP Improvements - Generator and Switchgear Design**
Owner: **City of Bloomington**
Date: **April 21, 2025**

DONOHUE

Level of Effort Table (Hours)

Project Role	CM	PM	Electrical	Electrical Support	Structural	Senior Architectural	Mechanical	I+C	Civil Engineer	QA/QC	Process	Admin	
Team Members	Boyer	Stohl	Bielanski	Mentink	Erickson	Weiss	Peeters	Goecks	Madrid	Sen Eng.	Anderson	Treft	
100 Phase 1 - 30% Design													Totals
105 Workshop 1.1 - Kickoff and Reconnaissance	4	12	8	8	8		8	8	8	4	8	4	80
110 Workshop 1.2 - Generator Siting and Building Arrangement [virtual]	4	12	8		8		8		8				48
115 Site Survey		8	4	4					12	1	4		33
120 Field Investigation [geotechnical]		8			12				2	1			23
125 Site Investigation - GPR		8	12	8					16	1	4		49
130 Design Basis Report	1	40	64	80	24	16	12	24	24	16	12	8	321
135 Produce 30% Drawings		40	80	120	64	24	40	40	120	40	40	4	612
140 Cost Opinion	1	8	12	4	8	4	4	4	4	2	8		59
145 Workshop 1.3 - 30% Documents	4	12	8	8							8		40
150 Prepare Generator RFP	4	16	24	4								8	56
155 Vendor Coordination		4	16	24	4			4	2	4			58
160 Workshop 1.4 - Generator Finalization [virtual]	4	12	8				4						28
Totals	22	180	244	260	128	44	76	80	196	69	84	24	1,407
200 Phase 2 - 60% Design													Totals
205 Produce Draft Specifications	1	40	80	120	48	16	16	64	48	16	24	16	489
210 Produce Constructing Phasing Strategies	4	24	40	8	8			16	8	16	16		140
215 Produce Project Schedule	1	20	16	4	2	2	4	4	4		8		65
220 Produce 60% Documents		80	200	240	64	24	40	160	120	80	40	16	1,064
225 Workshop 2.1 - 60% Documents	4	12	8	4							8		36
Totals	10	176	344	376	122	42	60	244	180	112	96	32	1,794
300 Phase 3 - 100% Design													Totals
305 Review Project Costs	2	8	16	24	12	4	4	16	16	16	8		126
310 Refine Schedule		4	2		2		2	2	2		2		16
315 Submit Permits [County, IEPA, Ameren Interconnect]	4	40	64	80					4	8	16		216
320 Produce Final Documents (100%)		80	200	240	64	24	48	120	96	120	40	16	1,048
325 Workshop 3.1 - 100% Documents	4	12	8	4									28
Totals	10	144	290	348	78	28	54	138	118	144	66	16	1,434
400 Phase 4 - Bidding Services													Totals
405 Identify Contractors and assist advertisement	1	2											3
410 Prepare Addenda	4	8	12	4	4		4	4	4	2			46
415 Maintain Plan Holder's List and Distribute to Suppliers		2											2
420 Attend Pre-Bid Meeting	6	4	10	6									26
425 Prepare and Maintain Construction Schedule		1											1
430 Maintain Electronic Communication		1											1
435 Prepare Permits	8	12	16	6							8	4	54
Totals	19	30	38	16	4	-	4	4	4	2	8	4	133

Task Based Labor Fees and Expenses Table

Task	Labor Fee	Travel Expenses	Other Expenses	Totals
105	$16,340	$1,500		$17,840
110	$10,800			$10,800
115	$6,470		$19,250	$25,720
120	$5,310		$16,500	$21,810
125	$9,670		$11,000	$20,670
130	$64,465			$64,465
135	$120,820			$120,820
140	$12,245			$12,245
145	$8,240	$1,000		$9,240
150	$11,900			$11,900
155	$11,620			$11,620
160	$6,680			$6,680
Totals	$284,560	$2,500	$46,750	$333,810
	Labor Fee	Travel Expenses	Other Expenses	Totals
205	$96,865			$96,865
210	$30,300			$30,300
215	$13,905			$13,905
220	$215,360			$215,360
225	$7,600	$500		$8,100
Totals	$364,030	$500	$0	$364,530
	Labor Fee	Travel Expenses	Other Expenses	Totals
305	$25,690			$25,690
310	$3,420			$3,420
315	$43,180			$43,180
320	$212,720			$212,720
325	$6,480	$500		$6,980
Totals	$291,490	$500	$0	$291,990
	Labor Fee	Travel Expenses	Other Expenses	Totals
405	$755			$755
410	$10,280			$10,280
415	$490			$490
420	$5,830	$250		$6,080
425	$245			$245
430	$245			$245
435	$11,200			$11,200
Totals	$29,045	$250	$0	$29,295

Labor Fee Table

	CM	PM	Electrical	Electrical Support	Structural	Senior Architectural	Mechanical	I+C	Civil Engineer	QA/QC	Process	Admin
Hourly Labor Charge-Out Rates	$265	$245	$230	$160	$230	$180	$210	$230	$180	$230	$140	$95
Phase 1 - 30% Design	$5,830	$44,100	$56,120	$41,600	$29,440	$7,920	$15,960	$18,400	$35,280	$15,870	$11,760	$2,280
Phase 2 - 60% Design	$2,650	$43,120	$79,120	$60,160	$28,060	$7,560	$12,600	$56,120	$32,400	$25,760	$13,440	$3,040
Phase 3 - 100% Design	$2,650	$35,280	$66,700	$55,680	$17,940	$5,040	$11,340	$31,740	$21,240	$33,120	$9,240	$1,520
Phase 4 - Bidding Services	$5,035	$7,350	$8,740	$2,560	$920	$0	$840	$920	$720	$460	$1,120	$380
Totals	$16,165	$129,850	$210,680	$160,000	$76,360	$20,520	$40,740	$107,180	$89,640	$75,210	$35,560	$7,220
% of Total Labor Fee	1.7%	13.4%	21.7%	16.5%	7.9%	2.1%	4.2%	11.1%	9.2%	7.8%	3.7%	0.7%

Fee Summary Table

Phase 1 - 30% Design	$333,810
Phase 2 - 60% Design	$364,530
Phase 3 - 100% Design	$291,990
Phase 4 - Bidding Services	$29,295
Total Cost	**$1,019,625**

CITY OF Bloomington ILLINOIS

CONSENT AGENDA ITEM NO. 7.F.

FOR COUNCIL: May 12, 2025

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and Action on a Resolution Approving an Agreement with Donohue & Associates, Inc., for the Design to Replace the Existing Quicklime System with a Hydrated Lime System at the Water Treatment Plant, in an Amount Not to Exceed $489,230, as requested by the Water Department.

RECOMMENDED MOTION: The proposed Resolution be approved.

STRATEGIC PLAN LINK:
Goal 2. Upgrade City Infrastructure and Facilities

STRATEGIC PLAN SIGNIFICANCE:
Objective 2b. Quality water for the long term

BACKGROUND: The Water Department recommends approval of an Agreement with Donohue & Associates, Inc. ("Donohue"), for a design to replace the existing quicklime system with a hydrated lime system at the Water Treatment Plant, in an amount not to exceed $489,230.

On November 25, 2024, Council approved Resolution No. 2024 - 080, which approved an agreement with Donohue, for a study to evaluate the conversion of the existing Quicklime System to a Hydrated Lime System at the Water Treatment Plant, in an amount not to exceed $74,300. This study was to determine the feasibility, with specific recommendations for cost-effective improvements with a construction cost analysis.

At the Bloomington Water Treatment Plant ("WTP"), lime softening is the primary process for the purification of the lake water to make it safe for drinking. Our lime feeding system at the WTP is 24 years old, and the lime storage system is 37 years old. These systems are at the end of their life expectancy. Currently, we utilize a lime-slaking system, which mixes un-slacked quicklime and water to create a chemical reaction that produces hydrated lime for dosing it to our ClariCones where the lime softening process occurs. This process helps to remove impurities, making the water softer, precipitates solids, and can aid with the coagulation of particles for easier removal, improving clarity during the treatment process. After softening, the water is stabilized by the addition of carbon dioxide, otherwise, it tends to be unstable and allows limescale to build up in piping, causing pumps and valves to fail and piping to plug.

This design will convert the WTP from a quicklime system to a hydrated lime system. The quicklime product currently used at the WTP in the slaking and softening processes includes about 5% inert material that is carried through both processes as an abrasive grit. Hydrated lime doesn't have this inert, abrasive grit material because it is pre-slaked, cleaned, and dried back to a powder before being shipped to our facility. This hydrated lime is then mixed with water and pumped to the ClariCones. The benefit to this hydrated lime process is that the lime slurry fed to the ClariCones is much more stable and purer, reducing pump and valve failures, reducing build-up in the piping, and greatly reducing mechanical failures.

Through the Request for Qualifications ("RFQ") #2025-32 (Resolution No. 2025-082), Council approved a list of prequalified vendors for Architectural, Engineering & Professional Services. RFQ #2025-32 established 13 categories of professional services and identified qualified vendors to provide services in each category by project cost. For each category, small projects cost less than $50,000, and large projects cost $50,000 or more. City staff reviewed the seven selected firms under the C: Potable Water Supply, Treatment, and Mechanical Maintenance-Large category. We determined Donohue to be the most qualified firm to do the work that best meets the City’s needs. Based on Donohue's selection under RFQ #2025-32 and their experience with this type of work, Donohue was asked to submit a proposal for the scope and fees associated with creating this design, along with the development of construction phasing for this conversion. The vendor was chosen for this project utilizing a qualifications-based selection process, and therefore, the City’s local preference policy does not apply. Donohue's proposal is attached, and should the agreement be approved, it would authorize an amount not to exceed $489,230.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: If approved, the City will enter into an agreement with Donohue & Associates, Inc., in an amount not to exceed $489,230. This agreement will be allocated out of Water Mechanical Maintenance-Architectural & Engineering Services for Capital account (50100160-70051). A total of $500,000 is included in the FY 2026 Budget for this project design. Stakeholders can locate this in the FY 2026 Proposed Budget Book titled "Other Funds & Capital Improvement" on pages 102, 160, 219, 235, and 236.

Respectfully submitted for consideration.

Prepared by: Aaron Kinder, Superintendent of Mechanical Maintenance

ATTACHMENTS:
WTR 2B Resolution
WTR 2C Resolution Exhibit A

RESOLUTION NO. 2025 - ____

A RESOLUTION APPROVING AN AGREEMENT WITH DONOHUE & ASSOCIATES, INC., FOR THE DESIGN TO REPLACE THE EXISTING QUICKLIME SYSTEM WITH A HYDRATED LIME SYSTEM AT THE WATER TREATMENT PLANT, IN AN AMOUNT NOT TO EXCEED $489,230

WHEREAS, subject to the provisions of the City Code, City staff are recommending an Agreement with Donohue & Associates, Inc. (Exhibit A) be approved for the design of a hydrated lime system at the Water Treatment Plant (PROJECT), in an amount not to exceed $489,230; and

WHEREAS, the PROJECT consists of the design for the replacement of equipment that is 24 years old, as this equipment has become less reliable, putting the Water Treatment Plant at risk of failure. The design will convert the Water Treatment Plant from a quicklime system to a hydrated lime system removing the need to slake lime, removing the potential for grit in the system, improving treatment reliability, and minimizing the extensive pipe cleaning, while reducing maintenance cost and mechanical failures; and

WHEREAS, Donohue & Associates, Inc., will create this design along with a construction schedule designed to follow the City's financial planning; 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 12th day of May 2025.

APPROVED this ___ day of November 2024.

CITY OF BLOOMINGTON	**ATTEST**
____________________________	____________________________
Dan Brady, Mayor	Leslie Smith-Yocum, City Clerk

EXHIBIT A

CITY OF BLOOMINGTON AGREEMENT WITH
DONOHUE & ASSOCIATES, INC.
FOR
ARCHITECTURAL & ENGINEERING SERVICES

THIS AGREEMENT, dated this 12 day of May, 2025, is between the City of Bloomington, IL (hereinafter "CITY") and Donohue & Associates, 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.

X This Agreement was subject to the following procurement initiative by the CITY:
(RFQ) #2025-32)
(Resolution No. 2025-82)
~~"RFQ #2022-25 FY22~~ Multi-Year Professional A&E Services (hereinafter "REQUEST").
MBS
5/06/25
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:

X 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, and after giving VENDOR reasonable time to cure deficiencies, 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.** Neither ~~T~~the CITY nor VENDOR shall ~~not~~ be in default of this Agreement ~~and~~ or ~~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 or VENDOR'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~~to the extent caused by VENDOR's negligent operations performed under this Agreement, except for loss, damage, or expense arising from the sole 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.~~ To the fullest extent permitted by Laws and Regulations, CITY and VENDOR waive against each other, and the other's employees, officers, directors, members, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement or the Project, from any cause or causes.

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. Any reuse or alteration of the documents for any purpose other than that for which such documents were originally prepared shall be at CITY's sole risk and VENDOR assumes no responsibility for the alteration or reuse of those documents.

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~~Schedule.** With regard to all dates and time periods set forth or referred to in this Agreement, VENDOR shall complete work in agreed-to timeframes ~~time is of the essence~~subject to the Standard of Care. 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:

X 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. **<u>Access to Records</u>**. 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. **<u>Compliance with FOIA Requirements.</u>** 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. **<u>Notices.</u>** 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:	**If to CITY:**
Donohue & Associates, Inc. Attn: Terry Boyer 1605 S. State Street, Suite 1C Champaign, IL 61820 tboyer@donohue-associates.com	City of Bloomington Attn: City Manager 115 E. Washington St., Suite 400 Bloomington, IL 61701 <u>admin@cityblm.org</u>
Copy to: Donohue & Associates, Inc. Attn: Craig Brunner 3311 Weeden Creek Road Sheboygan, WI 53081 cbrunner@donohue-associates.com	Copy to: City of Bloomington Attn: Legal Department 115 E. Washington St., Suite 403 Bloomington, IL 61701 <u>legal@cityblm.org</u>

Section 22. **<u>Insurance.</u>** 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). For purposes of this Agreement, a party is "successful" if it recovers 75 percent or more of what it sought in such proceeding, or if it successfully defends against 75 percent or more of what was claimed against it. If neither percentage is met, the parties bear their own respective attorney's 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	VENDOR
By: ______________________________	By: Craig W. Brunner
Its City Manager	Its President
ATTEST:	
By: ______________________________	By: [signature]
Its City Clerk	Its Vice President

EXHIBIT A

PROJECT DESCRIPTION/SCOPE OF SERVICES/TIMING

A. PROJECT DESCRIPTION

The Water Division of the City of Bloomington's Public Works Department ("City") owns and operates a public water system that serves customers within the City's corporate limits. The City owns the Water Treatment Plant that is located at Lake Bloomington. The City currently has a softening system that uses quicklime. The City previously retained Donohue to perform an evaluation comparing replacing the aging lime system with either a new quicklime system or converting to a hydrated lime system. The City has decided to replace the aging lime system with a hydrated lime system.

The key components of the new hydrated lime system will be as follows:

- Two (2) 132 ton dry lime storage silos
- Two (2) lime feeders and slurry mix tanks
- Four (4) duty slurry pumps and one (1) standby slurry pump
- Ancillary accessories such as valves, transition chutes and control panels
- The above items to be installed in one (1) new building, approximately 58'-0" by 60'-8", to the north of the existing claricone building
- Decommissioning and removal of the existing quicklime system equipment

The City is seeking assistance from Donohue to design the new hydrated lime system. The new hydrated lime system will be located north of the claricone building. A further evaluation will be performed to compare lime silos without skirts and a new building to contain the pumping equipment versus skirted silos to contain the pumping equipment without a building. This project consists of design and bidding services.

B. SCOPE OF SERVICES

Basic Services to be provided by Donohue for this Project under this Agreement are as follows:

<u>Abbreviations and Symbols</u>	
Plant	Water Treatment Plant
RFI	Request for Information
TM	Technical Memorandum
○	Services
➲	Deliverables

Phase 100 — 30% Design

105 Workshop 1.1 – Kickoff and Reconnaissance

○ Review and discuss project objectives, team members and stakeholders, communication protocols, schedule, and deliverables. Review, discuss, and refine the Request for Information. Discuss City preferences related to the hydrated lime system equipment (e.g., configuration, access, space, etc.). Perform a site visit to review and document existing conditions.

➲ Agenda

		Request for Information Workshop Handouts Workshop Notes
110		Workshop 1.2 – Building versus Silo Skirt Alternative Review Workshop
○		Meet with the City to discuss cost and impacts of either a new building to house the lime equipment or to use skirted silos to house the lime equipment. Finalize the use of skirted silos or a new building.
115		Site Survey
○		Perform field survey to collect relevant topographic, fencing, pavement, piping system information. Scope includes survey of the property encompassing the claricone building and the existing lime system buildings.
➲		CADD file
120		Geotechnical
○		Perform geotechnical investigation to determine soil classifications and elevation of bedrock (if applicable) at location of the new lime silos north of the claricone building. Scope assumes four (4) borings.
130		Design Basis Report
○		Prepare multi-discipline report that details the proposed equipment and construction materials, anticipated construction cost, and construction schedule.
➲		Report
135		Produce 30% Documents
○		Use the information from the design basis report to prepare the drawings.
➲		30% Design Drawings
140		Cost Opinion
○		Prepare multi-discipline cost opinion.
145		Workshop 1.3 – 30% Documents
○		Review and discuss the 30% Design Drawings. Refine these documents to incorporate and address City comments.
➲		Agenda Workshop Handouts Workshop Notes
150		Prepare Hydrated Lime System RFP
○		Prepare materials to establish pricing of the hydrated lime system from the hydrated lime system vendors.
155		Vendor Coordination
○		Coordination with the hydrated lime system vendors.
160		Workshop 1.4 – Hydrated Lime System Finalization
➲		Agenda Workshop Handouts Workshop Notes

Phase 200 — 60% Design

205		Produce Draft Specifications
○		Prepare technical specifications.
➲		Specifications

210	Produce Construction Phasing and Existing System Decommissioning Strategies
○	Develop one or several construction phasing strategies that includes construction constraints for the Contractor. In addition, develop decommissioning strategies for the existing quicklime system. Document these strategies and constraints in a memorandum
➲	DRAFT Construction Phasing Memorandum
215	Produce Project Schedule
○	Develop a construction schedule for Contractor use.
➲	DRAFT Construction Schedule
220	Produce 60% Documents
○	Use the information from the 30% design to advance the drawings and draft technical specifications.
➲	60% Design Drawings and Specifications
225	Workshop 2.1 – 60% Documents
○	Review and discuss the 60% Design Drawings and specifications. Refine these documents to incorporate and address City comments.
➲	Agenda Workshop Handouts Workshop Notes

Phase 300 – 100% Design

305	Review Project Costs
○	Prepare opinion of construction cost update from the 60% to 100% submittal.
310	Refine Schedule
○	Update and refine the schedule.
➲	Updated schedule
315	Submit IEPA Permit
➲	IEPA permit application.
320	Produce Final Documents (100%)
○	Use the information from the 60% design and selected procurement proposals to finalize the drawings and technical specifications.
➲	100% Design Drawings and Specifications
325	Workshop 3.1 – 100% Documents
○	Review and discuss the 100% Design Drawings and specifications. Refine these documents to incorporate and address City comments.
➲	Agenda Workshop Handouts Workshop Notes

Phase 400 – Bidding

405	Identify Contractors
○	Work collaboratively with the City to identify contractors to be aware of project.

410	Prepare Addenda
○	Answer bidders' questions and prepare addenda.
➲	Addenda
415	Maintain Plan Holder's List
○	Distribute list of plan holder's and distribute to suppliers.
420	Pre-bid Meeting
○	Prepare for and lead pre-bid meeting on site with bidder.
➲	Agenda Workshop Handouts Workshop Notes
430	Maintain Electronic Communications
○	Track questions from bidders and coordinate with the City.

C. PROJECT ASSUMPTIONS

The scope of the project is based on the following assumptions:

1. Construction related services are not included in this scope of services. The scope and effort for construction related services required by the City will be coordinated with the City and included in a future amendment to this agreement.
2. Permit fees will be paid by the City.

D. PROJECT TIMING

Donohue shall be authorized to commence the work set forth herein upon receipt of a Notice to Proceed from Owner. The bidding documents will be ready for the Procurement Department to bid by May 2026.

PART II
OWNER RESPONSIBILITIES

A. In addition to other responsibilities of Owner set forth in this Agreement, Owner shall:

1. Identify a person authorized to act as the Owner's representative to respond to questions and make decisions on behalf of Owner, accept completed documents, approve payments to Donohue, and serve as liaison with Donohue as necessary for Donohue to complete its Services.

2. Furnish to Donohue copies of existing documents and data pertinent to Donohue's Scope of Services, including but not limited to and where applicable: design and record drawings for existing facilities, surveys, geotechnical and environmental studies, or assessments.

3. Provide to Donohue existing information regarding the existence and locations of utilities and other underground facilities.

4. Provide Donohue safe access to premises necessary for Donohue to provide the Services.

EXHIBIT B PAYMENT TERMS

Project: WTP Hydrated Lime System Improvements - Design and Bidding
Owner: City of Bloomington
Date: April 28, 2025

DONOHUE

Level of Effort Table (Hours)

Task Based Labor Fees and Expenses Table

Project Role		PM	Process	Senior Process	Structural	Senior Architectural	Mechanical	I+C	Civil Engineer	QA/QC	Electrical	Admin					
Team Members		[redacted]															
100	Phase 1 - 30% Design												Totals	Labor Fee	Travel Expenses	Other Expenses	Totals
105	Workshop 1.1 - Kickoff and Reconnaissance	12	8	8	8		8	8	8	4	8	4	76	$16,080	$1,515		$17,595
110	Workshop 1.2 - Building versus Silo Skirt Alternative Review [virtual]	6	16	8	8					8			46	$9,350			$9,350
115	Site Survey	8	4	4					12	1	4		33	$6,910		$12,500	$19,410
120	Field Investigation [geotechnical]	4			8				2	1			15	$3,490		$7,500	$10,990
130	Design Basis Report	16	48	12	8	8	8	16	12	16	12	4	160	$31,340			$31,340
135	Produce 30% Drawings	12	60	36	28	16	24	16	60	30	24	4	310	$61,500			$61,500
140	Cost Opinion	4	8	2	4	2	2	2	2	2	4		32	$6,540			$6,540
145	Workshop 1.3 - 30% Documents	6	4	4							4		18	$3,990	$500		$4,490
150	Prepare Hydrated Lime System RFP	16	24	4								8	52	$9,280			$9,280
155	Vendor Coordination	4	24	8	4			4	2	4			50	$9,380			$9,380
160	Workshop 1.4 - Hydrated Lime System Finalization [virtual]	12	8				4						24	$5,140			$5,140
Totals		100	204	86	68	26	46	46	98	66	56	20	816	$163,000	$2,015	$20,000	$185,015
200	Phase 2 - 60% Design												Totals	Labor Fee	Travel Expenses	Other Expenses	Totals
205	Produce Draft Specifications	12	60	16	24	8	8	30	30	12	12	4	216	$42,100			$42,100
210	Produce Constructing Phasing and Existing System Decommissioning Strategies	8	24	12	20	8	12	4	2	8	8		106	$21,760			$21,760
215	Produce Project Schedule	8	4	2									14	$3,140			$3,140
220	Produce 60% Documents	80	120	48	32	12	20	76	52	38	20	4	502	$103,320			$103,320
225	Workshop 2.1 - 60% Documents	4	16	4							8		32	$6,060	$500		$6,560
Totals		112	224	82	76	28	40	110	84	58	48	8	870	$176,380	$500	$0	$176,880
300	Phase 3 - 100% Design												Totals	Labor Fee	Travel Expenses	Other Expenses	Totals
305	Review Project Costs	2	8	6	4	3	2	8	6	8	4		51	$10,590			$10,590
310	Refine Schedule	2	4		2		2	2	2		2		16	$3,250			$3,250
315	Submit IEPA Permit	4	16	2					4	4			30	$5,400			$5,400
320	Produce Final Documents (100%)	24	120	60	32	12	24	60	48	60	24	8	472	$94,040			$94,040
325	Workshop 3.1 - 100% Documents	4	16	5									25	$4,450	$500		$4,950
Totals		36	164	73	38	15	28	70	60	72	30	8	594	$117,730	$500	$0	$118,230
400	Phase 4 - Bidding Services												Totals	Labor Fee	Travel Expenses	Other Expenses	Totals
405	Identify Contractors and assist advertisement	1											1	$265			$265
410	Prepare Addenda	2	8	4	4		4	4	4	2			32	$6,430			$6,430
415	Maintain Plan Holder's List and Distribute to Suppliers		1										1	$140			$140
420	Attend Pre-Bid Meeting	4	6										10	$1,900	$105		$2,005
430	Maintain Electronic Communication	1											1	$265			$265
Totals		8	15	4	4	-	4	4	4	2	-	-	45	$9,000	$105	$0	$9,105

Labor Fee Table

	PM	Process	Senior Process	Structural	Senior Architectural	Mechanical	I+C	Civil Engineer	QA/QC	Electrical	Admin
Hourly Labor Charge-Out Rates	$265	$140	$230	$230	$180	$210	$230	$180	$230	$230	$95
Phase 1 - 30% Design	$26,500	$28,560	$19,780	$15,640	$4,680	$9,660	$10,580	$17,640	$15,180	$12,880	$1,900
Phase 2 - 60% Design	$29,680	$31,360	$18,860	$17,480	$5,040	$8,400	$25,300	$15,120	$13,340	$11,040	$760
Phase 3 - 100% Design	$9,540	$22,960	$16,790	$8,740	$2,700	$5,880	$16,100	$10,800	$16,560	$6,900	$760
Phase 4 - Bidding Services	$2,120	$2,100	$920	$920	$0	$840	$920	$720	$460	$0	$0
Totals	$67,840	$84,980	$56,350	$42,780	$12,420	$24,780	$52,900	$44,280	$45,540	$30,820	$3,420

Budgeted Construction Cost $7,600,000

Fee Summary Table

Phase 1 - 30% Design	$185,015
Phase 2 - 60% Design	$176,880
Phase 3 - 100% Design	$118,230
Phase 4 - Bidding Services	$9,105
Total Cost	$489,230

CONSENT AGENDA ITEM NO. 7.G.

FOR COUNCIL: May 12, 2025

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and Action on a Resolution Approving Two Easement Agreements with Ameren Illinois Company to Further the Construction of the New Northeast Pumping Station, 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 1e. Partnering with others for the most cost-effective service delivery

BACKGROUND: As part of the Systemwide Potable Water Distribution improvements, a new Northeast Pump Station will be constructed on City-owned property at the Northeast Tower site. This station will pump potable water through a 36" main to the intersection of Hershey Road and Ft Jesse Road, connecting to the existing distribution system. To reach this tie-in point, the 36" main must cross Old Route 66 and adjacent railroad tracks. South of the tracks, Ameren is willing to grant an easement to route the pipe around their substation. The pipeline will follow Ameren's property before entering the Town of Normal's right of way along Hershey Road.

The City and its Engineering Department have coordinated with Ameren to secure both the permanent and temporary easements. The permanent easement will support long-term pipeline operation and maintenance, while the temporary easement will provide space for construction activities. Ameren's construction team and City Engineers have met onsite to review construction needs, and the easement documents reflect these requirements.

Therefore, the Water Department is recommending a Resolution to approve the two discussed easements necessary: (1) an agreement with Ameren Illinois Company for Temporary Construction Easement in the sum of Ten Dollars ($10); and (2) a Permanent Easement Agreement in the sum of Ten Dollars ($10), both located in Section 14, Township 24N, Range 02E, of the Principal Meridian, in Mclean County, State of Illinois.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: If approved, the City will enter into an agreement with Ameren Illinois Company for a Temporary Construction Easement for $10.00 and for a Permanent Easement Agreement for $10.00 for a total amount of $20.00 to be paid from the Water Administration-Other Professional and Technical Services account (50100110-70220). Stakeholders can locate this in the FY 2026 Proposed Budget Book titled "Other Funds & Capital Improvement" on page 92.

Respectfully submitted for consideration.

Prepared by: Brett Lueschen, Assistant Water Director

ATTACHMENTS:
WTR 3B Resolution
WTR 3C Resolution - Exhibit A - Temporary Easement
WTR 3D Resolution - Exhibit B - Permanent Easement

RESOLUTION NO. 2025 - ____

A RESOLUTION APPROVING TWO EASEMENT AGREEMENTS WITH AMEREN ILLINOIS COMPANY TO FURTHER THE CONSTRUCTION OF THE NEW NORTHEAST PUMPING STATION

WHEREAS, City staff recommend approval of two easement agreements with Ameren Illinois Company (Grantor): (1) Temporary Construction Easement in the sum of ten dollars ($10) and (2) a Permanent Easement in the sum of ten dollars ($10), in a total amount not to exceed $20; and

WHEREAS, both easements are located in Section 14, Township 24N, Range 02E, of the Principal Meridian, in Mclean County, State of Illinois near the future site of Northeast Pumping Station; and

WHEREAS, the detailed Temporary Easement Agreement (Exhibit A) and a detailed Permanent Easement Agreement (Exhibit B) are attached; and

WHEREAS, a Temporary Construction Easement and a Permanent Utility Easement are needed for the purpose of constructing, repairing, and maintaining a water main (individually and collectively "Grantee's Facilities") upon and over a portion of Grantor's Land; and

WHEREAS, the Permanent Easement ("Easement") to construct, repair, and maintain a water main (individually and collectively "Grantee's Facilities") upon and over a portion of Grantor's Land; and

WHEREAS, the City Council finds it in the best interest of the City to approve the Temporary Construction Easement and the Permanent Utility Easement.

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 Mayor, City Manager, or designated representatives are hereby authorized to execute the Temporary Construction Easement, the Permanent Utility Easement, and any other necessary documents.

PASSED this 12th day of May 2025.

APPROVED this _____ day of May 2025.

CITY OF BLOOMINGTON	**ATTEST**
______________________________	______________________________
Dan Brady, Mayor	Leslie Smith-Yocum, City Clerk

EXHIBIT A

REMS INFORMATION

Agreement ID: AIC-202504-5190
Project ID: 75730

TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

1503 HERSHEY RD, NORMAL, IL 61761

THIS EASEMENT is made and entered into this ________ day of ____________________, 20____, by and between **AMEREN ILLINOIS COMPANY d/b/a AMEREN ILLINOIS**, an Illinois corporation, its successors and assigns (hereinafter "Grantor"), and **CITY OF BLOOMINGTON, ILLINOIS** , its successors and assigns (hereinafter "Grantee");

WITNESSETH THAT:

WHEREAS, Grantor is the owner of a tract of land (hereinafter "Grantor's Land") situated in Section 14, Township 24N, Range 02E, of the 3rd Principal Meridian, in McLean County, State of Illinois, described in Exhibit "A" attached hereto and made a part hereof, and;

WHEREAS, Grantor has constructed and operates certain electric and/or gas facilities (hereinafter "Grantor's Facilities") upon, over, across, and under Grantor's Land, and;

WHEREAS, Grantee desires to obtain a Temporary Construction Easement (hereinafter "Easement") with the right, privilege, and authority of Grantee, its agents, contractors, and subcontractors to perform the activities necessary for the construction of a water main (hereinafter "Work") upon, over, across and under Grantor's Land, with the areas of the Easement described and illustrated in Exhibit "B", attached hereto and made a part of (hereinafter "Easement Area"), and;

WHEREAS, Grantor, is willing to grant a Temporary Construction Easement with the right, privilege, and authority of Grantee, its agents, contractors, and subcontractors to perform the Work subject to the conditions and covenants hereinafter set forth.

NOW THEREFORE, Grantor, for and in consideration of the sum of Ten and No/100th Dollars ($10.00) and other valuable consideration in hand paid, the receipt of which is hereby acknowledged, and of the covenants and agreements hereinafter contained to be kept and performed by Grantee, Grantor, to the extent that it may lawfully do so and without warranty of title or authority, does hereby confer upon Grantee the temporary right, privilege, and authority to perform the above-described Work upon the Easement Area illustrated in Exhibit "B";

IT IS UNDERSTOOD the Easement rights herein granted shall terminate upon completion of the construction project referenced above but no later than four (4) years from the execution of this document.

IT IS UNDERSTOOD this Easement is conferred upon, and the Grantee accepts and agrees to, the following reservations, covenants, conditions, and agreements:

1. Use of Easement Area. This Easement only grants a temporary easement to Grantee and its contractors to traverse the Easement Area first above written for the express purpose of performing the Work and for ingress to and egress for use by pedestrians, vehicles and mobile equipment owned or leased and operated by Grantee or their agents, representatives, contractors and guests for such purpose and shall be in effect as of the date first written above and shall remain effective for four (4) years, unless sooner terminated.

2. Grantor's Facilities. Grantee shall maintain full and complete 24-hour unobstructed access to Grantor's Facilities located in the Easement Area. Grantee shall use and cause others to use extra precaution in the construction, maintenance, operation, repair or removal of Grantee's Facilities when adjacent to, over, under, or near Grantor's Facilities and shall maintain proper support and stabilization for Grantor's Facilities and shall prevent damage or collapse due to undermining. Grantee, except in the case of emergency, shall provide Grantor with at least 48 hours advance written notice of any digging or trenching on or adjacent to Grantor's Land to permit Grantor to have a field supervisor on the property during said digging or trenching. In the case of an emergency, Grantee shall notify Grantor of any digging or trenching by telephone as soon as possible. Notification shall be made to Amanda Murrell , Supervisor, Electric Operations, at (309) 532-9449 or amurrell@ameren.com.

   Grantee shall provide and shall require all persons acting under Grantee to provide, no less than 25 feet radial clearance from all of Grantor's Facilities, including towers, poles, overhead and underground lines. Grantee shall warn and instruct each and every person engaged in or in any way connected with such work as to the existence, location and nature of Grantor's Facilities. As and to the extent applicable, the Grantee shall comply with, and shall require any person(s) acting under the Grantee including without limitation agents, contractors and employees, to comply with 220 ILCS 20 ("Illinois Gas Pipeline Safety Act"), 220 ILCS 50 ("Illinois Underground Utility Facilities Damages Prevention Act"), 220 ILCS 725 ("Illinois Oil and Gas Act"), 765 ILCS 140 ("Adjacent Landowner Excavation Protection Act"), and the National Electrical Safety Code (collectively "Laws"), as such laws may be amended from time to time. Nothing contained in this instrument shall be construed to relieve the Grantee, or any person(s) acting under the Grantee, from duty to comply with Laws; but if and to the extent that this instrument provides for precautions or specific clearances which are greater than those imposed by Laws, such greater precautions or clearances provided for in this instrument shall be binding on the Grantee and any such person(s) acting under the Grantee.

   All construction, maintenance, operation, repair or removal of Grantee's Facilities shall be performed in such a manner that it will not endanger or interfere with Grantor's operation and maintenance of Grantor's Facilities or appurtenances thereto. In the event construction, maintenance, operation, repair or removal of Grantee's Facilities requires the use of cranes, hoists or other devices, Grantee shall maintain a minimum of 20 feet radial clearance in any area directly under or adjacent to any of Grantor's overhead facilities.

3. Grantee Costs. All of the Work undertaken by Grantee and its contractors shall be at the sole responsibility and expense of Grantee. All charges for work and materials supplied in connection with Grantee's Work and all taxes levied in connection therewith shall be borne by Grantee and Grantee shall hold Grantor's Land harmless from any liens or encumbrances arising here from.

4. Compliance with Laws. Grantee or its contractor shall be responsible, at its cost and expense, for obtaining any permits or other governmental authorizations required for its use of the Easement Area and for compliance with all laws and ordinances pertaining to use of the Easement Area.

5. Insurance. Grantee shall, at its own expense, acquire and maintain liability insurance in an amount not less than $3,000,000 per occurrence for bodily injury and property damage which shall name Grantor as additional insured on a primary and non-contributory basis covering the Work contemplated by this Easement. Grantee shall furnish Grantor with a certificate of insurance as evidence that the required coverages are in force, and Grantee shall provide written notice to Grantor if such insurance policy is cancelled or changed. Nothing contained in this insurance provision shall in any way limit the indemnity provision contained in this Easement.

6. Indemnification. Grantee agrees to save Grantor harmless and indemnify it for all injuries to persons, including death, and damage to property occurring on the Easement Area during the term of this Easement and to further indemnify and save Grantor harmless from any claims or actions, including but not limited to any claims or actions for environmental liabilities, which might be brought against Grantor as a result of Grantee's utilization of the Easement Area, including all expenses and attorney's fees incurred by Grantor in defending the same, excluding, however, direct negligent acts of Grantor, its successors, agents or assigns; and further provided that Grantee agrees to reimburse or pay and discharge all costs and attorney's fees and expenses that might arise for enforcing any of the agreements of this Easement by Grantor. Grantee hereby waives any claims against Grantor arising from or related to the condition of the Easement Area or any acts or accidents occurring on the Easement Area.

7. Observation of Work. Grantor, its agents, contractors, and subcontractors, consultants or other representatives shall have the opportunity, without interfering with the Work, to observe Grantee's and its contractor's activities on the Easement Area. At any time, Grantor may contact Ed Andrews, Water Department Director, at P: (309) 434-2551 C: (309) 229-7214 or eandrews@cityblm.org if there are any questions or concerns about work performed on the Easement Area.

8. Damages. Grantee will repair any damage that may occur as a result of the Work.

9. Restoration. Grantee shall spread material uniformly over the construction site, seed, and fertilize, if applicable. Upon completion of the construction project, Grantee, shall clean the Easement Area of all rubbish, excess material, temporary structures, and equipment. Grantee shall restore the Easement Area to a condition substantially similar to its condition immediately preceding Grantee's above-referenced construction project.

10. Notices. Any Notice under this Easement shall be in writing and shall be effective when delivered in person or when mailed, postage prepaid, by Certified or Registered mail to the respective parties, addressed as follows:

Grantor:

AMEREN ILLINOIS COMPANY d/b/a AMEREN ILLINOIS
c/o Ameren Services (Agent for Buyer)
Attn: Makenzie Buente
P.O. Box 66149, MC 700
St. Louis, MO 63166-6149
mterry3@ameren.com

Grantee:

CITY OF BLOOMINGTON, ILLINOIS
Attn: Ed Andrews
603 W. Division St
Bloomington, IL 61701
eandrews@cityblm.org

Each party may designate other or additional addresses or addressees for the delivery of notices, by giving notice of the same in the manner as previously set forth herein.

11. Default. In the event Grantee shall fail to perform any of its duties hereunder and shall fail within thirty (30) days after written notice from Grantor to correct such default, Grantor shall have the right to cure said default or may employ other persons to do so, and Grantee hereby agrees to pay, reimburse, and compensate Grantor for whatever costs or expenses which are thereby incurred by Grantor. The foregoing shall be without prejudice to any other right or remedy.

This Easement shall be governed by the laws of the State of Illinois.

IN WITNESS WHEREOF, the parties have hereunto caused this Easement to be executed on the date hereinabove written.

AMEREN ILLINOIS COMPANY d/b/a AMEREN ILLINOIS

By: Janice Wenzel

Name: Janice Wenzel

Title: Director, Real Estate

ALL PURPOSE NOTARY ACKNOWLEDGMENT

STATE OF **MISSOURI**
COUNTY OF ___________ } SS
OR CITY OF **St. Louis**

On this 5th day of May, 2025, before me, the undersigned, a Notary Public in and for said State, personally appeared (print or type names of signatories):

Janice Wenzel

to me known to be the person described in and who executed the foregoing instrument and acknowledged that he/she/they executed the same as his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

Capacity Claimed By Signator(s)

☐ Individual(s)	☒ Corporate	☐ Limited Liability Company	☐ Partner(s)
☐ Trustee(s)	Title(s) of Officer(s):	Member(s)/Manager(s):	☐ Limited Partnership
☐ Executor(s)	Director, Real Estate		☐ General Partnership
☐ Administrator(s)	and Facilities		☐ Other (Specify Below):
☐ Attorney-In-Fact	Management &		
☐ Conservator(s)	Construction		
☐ Guardian(s)			

08-15-2026
My Commission Expires

Makenzie Terry
Notary Public

Affix Notary Stamp Below

MAKENZIE TERRY
Notary Public - Notary Seal
STATE OF MISSOURI
St. Louis County
My Commission Expires: Aug. 15, 2026
Commission # 18661105

CITY OF BLOOMINGTON, ILLINOIS

By: ______________________________

Name: ____________________________

Title: _____________________________

ALL PURPOSE NOTARY ACKNOWLEDGMENT

STATE OF __________ }
COUNTY OF _________ } SS

On this _______ day of ___________________, 20____, before me, the undersigned, a Notary Public in and for said State, personally appeared (print or type names of signatories):

______________________________ ______________________________

to me known to be the person described in and who executed the foregoing instrument and acknowledged that he/she/they executed the same as his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

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☐ Executor(s)	______________	______________	☐ General Partnership
☐ Administrator(s)	______________	______________	☐ Other (Specify Below):
☐ Attorney-In-Fact	______________	______________	______________
☐ Conservator(s)	______________	______________	______________
☐ Guardian(s)	______________	______________	______________

____
My Commission Expires

____
Notary Public

Affix Notary Stamp Below

Prepared By: Makenzie Buente

Return To: Ameren Services
Attn: Makenzie Buente
1901 Chouteau Avenue, MC 700
St. Louis, MO 63103

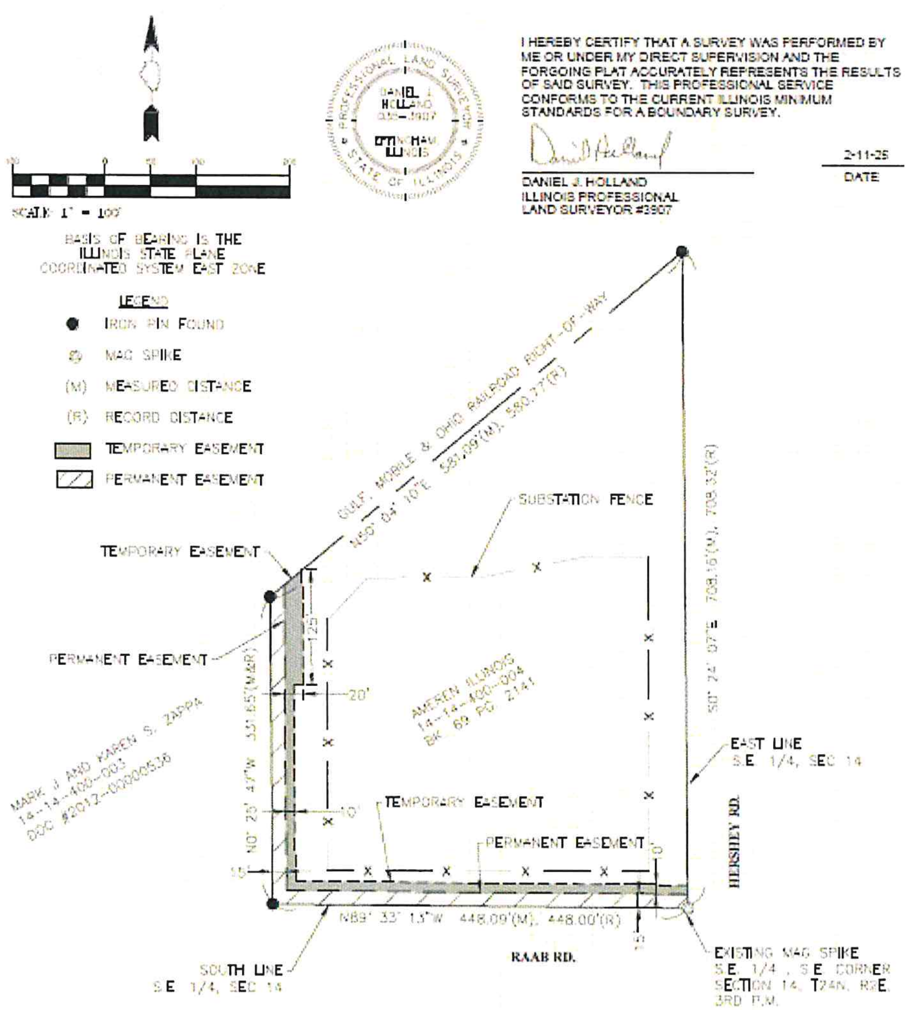
MNB
WR#:
File Number:
Facility Name: Normal East Substation
40.532610N 088.944625W
05/05/2025

EXHIBIT "A"
(Grantor's Land)

A part of the Southeast Quarter of Section 14, Township 24 North, Range 2 East of the Third Principal Meridian described as follows: Beginning at the stone which marks the Southeast Corner of said Section 14, thence West 448 feet along the South line of said Section 14, thence North 331.65 feet along a line which is parallel with the East line of said Section 14 to the Southeast right of way line of the Gulf, Mobile & Ohio Railroad, thence Northeasterly 580. 77 feet along said right of way line to a point on the East line of said Section 14 which point is also 708.32 feet North of the Point of Beginning, thence South 708.32 feet along the East line of said Section 14 to the Point of Beginning, containing 5.35 acres, more or less, situated in the Township of Normal County of McLean in the State of Illinois.

EXHIBIT "B"

EASEMENT EXHIBIT



PERMANENT EASEMENT

15' WIDE EASEMENT OFF THE SOUTH AND WEST LINE OF THE FOLLOWING DESCRIBED TRACT:

A PART OF THE SOUTHEAST QUARTER OF SECTION 14, TOWNSHIP 24 NORTH, RANGE 2 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: BEGINNING AT THE STONE WHICH MARKS THE SOUTHEAST CORNER OF SAID SECTION 14, THENCE WEST 448 FEET ALONG THE SOUTH LINE OF SAID SECTION 14, THENCE NORTH 331.65 FEET ALONG A LINE WHICH IS PARALLEL WITH THE EAST LINE OF SAID SECTION 14 TO THE SOUTHEAST RIGHT OF WAY LINE OF THE GULF, MOBILE & OHIO RAILROAD, THENCE NORTHEASTERLY 580.77 FEET ALONG SAID RIGHT OF WAY LINE TO A POINT ON THE EAST LINE OF SAID SECTION 14 WHICH POINT IS ALSO 708.32 FEET NORTH OF THE POINT OF BEGINNING, THENCE SOUTH 708.32 FEET ALONG THE EAST LINE OF SAID SECTION 14 TO THE POINT OF BEGINNING, CONTAINING 5.35 ACRES, MORE OR LESS

TEMPORARY EASEMENT:

A VARIABLE WIDTH TEMPORARY EASEMENT AS SHOWN IN EXHIBIT

1 OF 1	PART OF THE SE 1/4 OF THE SE 1/4 SEC. 14, T. 24 N., R. 2 E., 3RD PRINCIPAL MERIDIAN	EASEMENT EXHIBIT CITY OF BLOOMINGTON, IL WATER DISTRIBUTION	

EXHIBIT B

REMS INFORMATION
Agreement ID: AIC-202504-5191
Project ID: 75730

EASEMENT AGREEMENT

1503 HERSHEY RD, NORMAL, IL 61761

THIS EASEMENT, made and entered into this ________ day of ____________________, 20____, by and between **AMEREN ILLINOIS COMPANY d/b/a AMEREN ILLINOIS**, an Illinois corporation, its successors and assigns (hereinafter "Grantor"), and **CITY OF BLOOMINGTON, ILLINOIS**, its successors and assigns (hereinafter "Grantee");

WITNESSETH THAT:

WHEREAS, Grantor is the owner of a tract of land (hereinafter "Grantor's Land") situated in Section 14, Township 24N, Range 02E of the 3rd Principal Meridian in McLean County, State of Illinois and described in Exhibit "A", attached hereto and made a part hereof; and``

WHEREAS Grantor has constructed and operates certain electric and/or gas facilities (hereinafter "Grantor's Facilities") upon, over, across, and under Grantor's Land, and;

WHEREAS, Grantee desires to obtain a Permanent Easement (hereinafter "Easement") to construct, repair, and maintain a water main (hereinafter individually and collectively "Grantee's Facilities") upon and over a portion of Grantor's Land, said easement area described and illustrated in Exhibit "B", attached hereto and made a part hereof, (hereinafter "Easement Area"), and;

WHEREAS, Grantor is willing to allow Grantee to construct, maintain, operate, repair, and remove Grantee's Facilities upon and over the Easement Area, subject to the conditions and covenants hereinafter set forth.

NOW, THEREFORE, for and in consideration of the sum of Ten and No/100th Dollars ($10.00) and other valuable consideration in hand paid, the receipt of which is hereby acknowledged and the covenants and provisions hereinafter set forth to be kept and performed by Grantee, Grantor does hereby remise, release and quit-claim unto Grantee, a permanent easement to construct, maintain, operate, repair and remove Grantee's Facilities upon and over the Easement Area, subject, however, to all easements, mortgages, restrictions, or encumbrances whatsoever, whether or not the same are of record;

RESERVING, however, unto Grantor, its successors and assigns, the right to the continued use and occupancy of the Easement Area for any use not inconsistent with the easement rights herein conveyed.

This Easement is subject to the following terms and conditions:

1. Grantee shall prepare and deliver to Grantor a final plan and profile as-built drawing of Grantee's Facilities within sixty (60) days of completion of construction of Grantee's Facilities.

2. Grantee shall make no modifications to Grantee's Facilities without having first obtained Grantor's prior written consent thereto, which consent shall not be arbitrarily withheld. For any such modifications, Grantee shall provide said as-built drawing requirement set forth in Section 1 above.

3. Grantee shall maintain full and complete twenty-four (24) hour unobstructed access to Grantor's Facilities located in the Easement Area. Grantee shall use and cause others to use extra precaution in the construction, maintenance, operation, repair or removal of Grantee's Facilities when adjacent to, over, under, or near Grantor's Facilities and shall maintain proper support and stabilization for Grantor's Facilities and shall prevent damage or collapse due to undermining. Grantee, except in the case of emergency, shall provide Grantor with at least forty-eight (48) hours advance written notice of any digging or trenching on or adjacent to Grantor's Land to permit Grantor to have a field supervisor on the property during said digging or trenching. In the case of an emergency, Grantee shall notify Grantor of any digging or trenching by telephone as soon as possible.

4. Grantee shall provide, and shall require all persons acting under Grantee to provide, no less than twenty-five (25) feet radial clearance from all of Grantor's Facilities, including towers, poles, overhead and underground lines. Grantee shall warn and instruct each and every person engaged in or in any way connected with such work as to the existence, location and nature of Grantor's Facilities. As and to the extent applicable, the Grantee shall comply with, and shall require any person(s) acting under the Grantee including without limitation agents, contractors and employees, to comply with 220 ILCS 20 ("Illinois Gas Pipeline Safety Act"), 220 ILCS 50 ("Illinois Underground Utility Facilities Damages Prevention Act"), 220 ILCS 725 ("Illinois Oil and Gas Act"), 765 ILCS 140 ("Adjacent Landowner Excavation Protection Act"), and the National Electrical Safety Code (collectively "Laws"), as such laws may be amended from time to time. Nothing contained in this instrument shall be construed to relieve the Grantee, or any person(s) acting under the Grantee, from duty to comply with Laws; but if and to the extent that this instrument provides for precautions or specific clearances which are greater than those imposed by Laws, such greater precautions or clearances provided for in this instrument shall be binding on the Grantee and any such person(s) acting under the Grantee.

5. All construction, maintenance, operation, repair or removal of Grantee's Facilities shall be performed in such a manner that it will not endanger or interfere with Grantor's operation and maintenance of Grantor's Facilities or appurtenances thereto. In the event construction, maintenance, operation, repair or removal of Grantee's Facilities requires the use of cranes, hoists or other devices, Grantee shall maintain a minimum of twenty (20) feet radial clearance in any area directly under or adjacent to any of Grantor's overhead facilities.

6. All cuts, ditches, trenches, ruts, or excavations made by Grantee, its agents, employees, contractors, or their representatives, in connection with the construction, maintenance, operation, repair or removal of Grantee's Facilities shall be refilled to and maintained at the level of the adjoining ground, and Grantee shall re-seed all disturbed areas.

7. Grantee shall continually maintain efficient and orderly operation and maintenance of Grantee's Facilities on the Easement Area in such a manner so as not to unreasonably disturb or interfere with Grantor's use thereof.

8. All charges for work and materials supplied in connection with Grantee's Facilities and all taxes levied in connection therewith shall be borne by Grantee and Grantee shall hold Grantor's Land harmless from any liens or encumbrances arising here from.

9. Grantee or its contractor shall be responsible, at its cost and expense, for obtaining any permits or other governmental authorizations required for its use of the Easement Area and for compliance with all laws and ordinances pertaining to use of the premises.

10. Grantee and its contractor(s) engaged in construction, maintenance, repair or removal of Grantee's Facilities on the Easement Area shall obtain (a) general liability insurance which shall name Grantor as an additional insured on a primary and non-contributory basis with limits of coverage not less than $1,000,000, (b) Workers' Compensation insurance with statutory limits, (c) Automobile liability insurance covering all owned, non-owned and hired automotive equipment of not less than $1,000,000 combined single limit each occurrence for bodily and/or personal injury, including death, and property damage, (d) Employers' Liability with limits not less than $1,000,000, and (e) excess liability in an amount not less than $2,000,000 per occurrence. Said insurance, as it pertains to Grantor, shall cover liabilities arising out of occurrences during the term of this Easement and said period of construction, maintenance, repair or removal upon Grantor's Land. Nothing contained in these insurance requirements is to be construed as limiting the extent of the Grantee's obligation or responsibility for payment of damages, or limiting, diminishing, or waiving the Grantee's obligation to indemnify, defend, and save Grantor harmless in accordance with the provisions of this Easement. Grantee and any contractors or subcontractors shall furnish Grantor with an acceptable certificate of insurance.

11. In the event Grantee shall fail to perform any of its duties hereunder and shall fail within thirty (30) days after written notice from Grantor to correct such default, Grantor shall have the right to cure said default or may employ other persons to do so, and Grantee hereby agrees to pay, reimburse, and compensate Grantor for whatever costs or expenses which are thereby incurred by Grantor. The foregoing shall be without prejudice to any other right or remedy.

12. Grantee acknowledges and agrees that: (a) Grantor reserves the right to access and use the Easement Area if necessary or convenient in its work to construct, reconstruct, use, operate, maintain, add to the number of and patrol Grantor's Facilities that are now or may in the future be located on the Easement Area, and furthermore, the Grantee shall not hold Grantor liable for damage to Grantee's Facilities that occurs during Grantor's access and use of the Easement Area, provided such damage is the result of Grantor's reasonable actions; and (b) Grantor reserves the right to add facilities upon, over, across and under the Easement Area.

13. To the maximum extent permissible by law, Grantee agrees to defend and hold harmless Grantor, its successors and assigns, transferees, employees, agents, lessees, contractors, subcontractors, as well as trustees, beneficiaries, relatives, partners, officers, directors and related or affiliated entities, against any and all losses, damages, claims, expenses and liabilities for physical damage to property and for physical injury to any person, including death, including without limitation, reasonable attorneys' fees (collectively, "Claims"), arising out of (i) the operation or activities of Grantee and/or the operations of its employees, agents, contractors and subcontractors on or near the Easement Area; (ii) any breach of this Easement agreement by Grantee; or (iii) the violation of any environmental laws by Grantee. This indemnification shall not apply to Claims to the extent caused by the gross negligence or intentional misconduct on the part of the Grantor. Before any work by Grantee or on behalf of Grantee commences on the Easement Area, Grantee shall provide, maintain and deliver to Grantor verification that Grantee is in compliance with the requirements set forth in Sections 9 and 10 above.

This Easement shall be governed by the laws of the State of Illinois.

IN WITNESS WHEREOF, the parties have hereunto caused this Easement to be executed on the date hereinabove written.

AMEREN ILLINOIS COMPANY d/b/a AMEREN ILLINOIS

By: Janice Wenzel

Name: Janice Wenzel

Title: Director, Real Estate

ALL PURPOSE NOTARY ACKNOWLEDGMENT

STATE OF **MISSOURI**
COUNTY OF ___________ } SS
OR CITY OF **St. Louis**

On this 5th day of May, 2025, before me, the undersigned, a Notary Public in and for said State, personally appeared (print or type names of signatories):

Janice Wenzel

to me known to be the person described in and who executed the foregoing instrument and acknowledged that he/she/they executed the same as his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

Capacity Claimed By Signator(s)			
☐ Individual(s)	☒ Corporate	☐ Limited Liability Company	☐ Partner(s)
☐ Trustee(s)	Title(s) of Officer(s):	Member(s)/Manager(s):	☐ Limited Partnership
☐ Executor(s)	Director, Real Estate		☐ General Partnership
☐ Administrator(s)	and Facilities		☐ Other (Specify Below):
☐ Attorney-In-Fact	Management &		
☐ Conservator(s)	Construction		
☐ Guardian(s)			

08-15-2026
My Commission Expires

Makenzie Terry
Notary Public

Affix Notary Stamp Below

MAKENZIE TERRY
Notary Public - Notary Seal
STATE OF MISSOURI
St. Louis County
My Commission Expires: Aug. 15, 2026
Commission # 18661105

CITY OF BLOOMINGTON, ILLINOIS

By: ______________________________

Name: ______________________________

Title: ______________________________

ALL PURPOSE NOTARY ACKNOWLEDGMENT

STATE OF ____________ }
COUNTY OF ___________ } SS

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☐ Executor(s)	____________	____________	☐ General Partnership
☐ Administrator(s)	____________	____________	☐ Other (Specify Below):
☐ Attorney-In-Fact	____________	____________	____________
☐ Conservator(s)	____________	____________	____________
☐ Guardian(s)	____________	____________	____________

____________________ ____________________
My Commission Expires Notary Public

Affix Notary Stamp Below

Prepared By: Makenzie Buente

Return To: Ameren Services
Attn: Makenzie Buente
1901 Chouteau Avenue, MC 700
St. Louis, MO 63103

MNB
WR#:
File Number:
Facility Name: Normal East Substation
40.532610N 088.944625W
05/05/2025

EXHIBIT "A"
(Grantor's Land)

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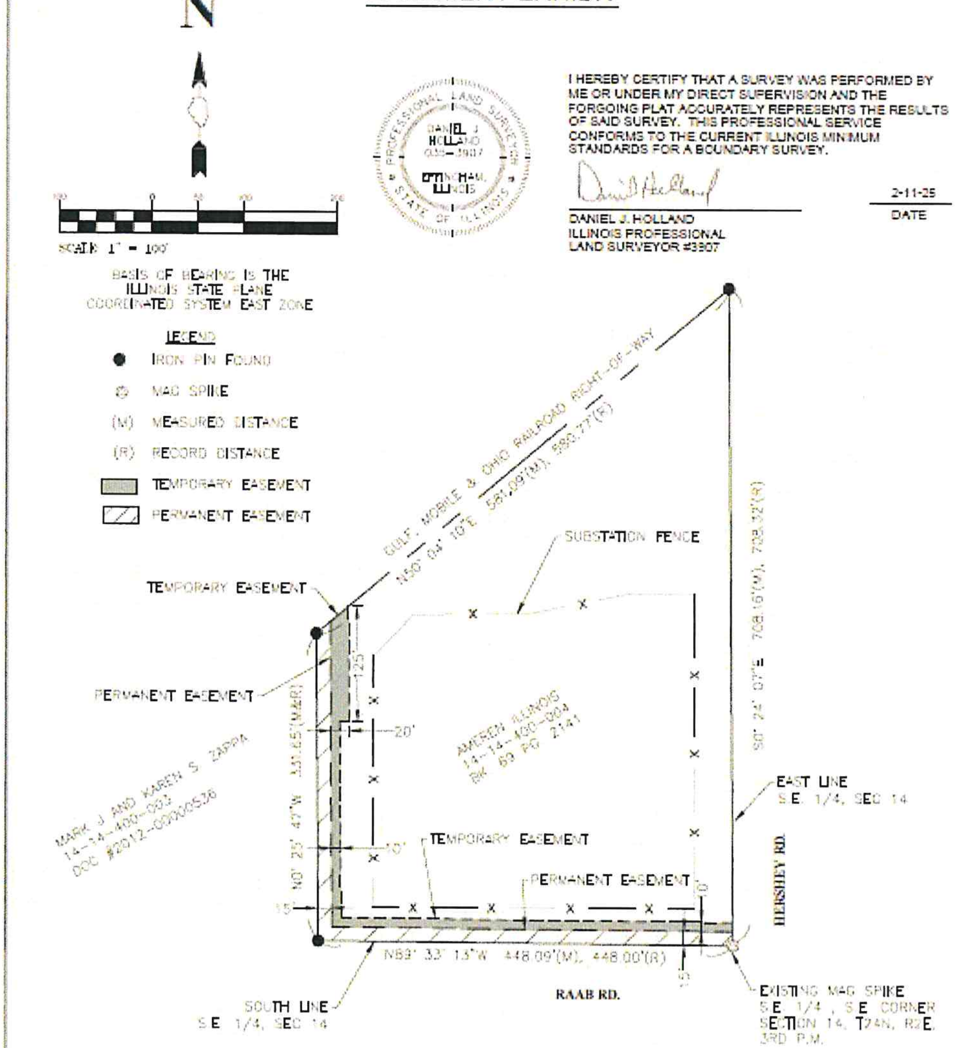
EXHIBIT "B"

EASEMENT EXHIBIT



<u>PERMANENT EASEMENT</u>
15' WIDE EASEMENT OFF THE SOUTH AND WEST LINE OF THE FOLLOWING DESCRIBED TRACT:

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<u>TEMPORARY EASEMENT:</u>
A VARIABLE WIDTH TEMPORARY EASEMENT AS SHOWN IN EXHIBIT

1 OF 1	PART OF THE SE 1/4 OF THE SE 1/4 SEC. 14, T. 24 N., R. 2 E., 3RD PRINCIPAL MERIDIAN	EASEMENT EXHIBIT CITY OF BLOOMINGTON, IL WATER DISTRIBUTION	CDI

CONSENT AGENDA ITEM NO. 7.H.

FOR COUNCIL: May 12, 2025

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and Action on a Resolution Authorizing the Renewal of a Joint Agreement with the Town of Normal and the Ecology Action Center for an Energy Efficiency Program, as requested by the Public Works Department.

RECOMMENDED MOTION: The proposed Resolution be approved.

STRATEGIC PLAN LINK:
Goal 1. Financially Sound City Providing Quality Basic Services
Goal 4. Strong Neighborhoods
Goal 5. Great Place - Livable, Sustainable City

STRATEGIC PLAN SIGNIFICANCE:
Objective 1e. Partnering with others for the most cost-effective service delivery
Objective 4f. Residents increasingly sharing/taking responsibility for their homes and neighborhoods
Objective 5c. Incorporation of "Green Sustainable" concepts into City's development and plans

BACKGROUND: In 2014, the City entered into an intergovernmental agreement with the Town of Normal and the Ecology Action Center ("EAC") on a program to promote energy efficiency and associated education. Illinois municipalities with electric aggregation programs are required to adopt a Plan of Operation and Governance prior to entering into aggregation agreements with alternative energy suppliers. The City's Plan of Governance, approved by the Council in 2014, included a mandated Energy Efficiency Initiative offering energy conservation education to residents and small businesses. Normal adopted a similar Plan of Operation and Governance in 2012. The City and Town entered into an agreement with the EAC in 2014 for a joint energy conservation education program which would meet the objectives outlined in the Plans of Governance.

The Energy Efficiency Program continues the development of educational programming and outreach. The EAC will advance current programs to assist citizens and eligible small businesses with energy-efficient solutions. Through this Energy Efficiency Program, the EAC provides resources to local residents and small businesses that encourage increased energy conservation and energy efficiency. Low-cost energy audits are provided, identifying and prioritizing strategies by which residents and small business owners can save money on utility bills; examples include usage of more energy-efficient technology (programmable thermostats, LED lighting, high-efficiency furnaces and air conditioners), increasing weatherization (air-sealing, insulation), energy-reducing water conservation (low flow faucet aerators and shower heads) and behavior change (raising/lowering thermostat settings and lowering water heater temperatures). An in-depth analysis of current utility bills helps provide insight into existing inefficiencies within HVAC systems and other equipment, as well as the impacts of occupancy behavior and equipment use.

Further, the EAC offers other educational resources, including service provider listings, financial incentive information, and consultations with EAC energy staff. The EAC also provides informational displays and educational presentations at schools, universities, and community events. Use of traditional media, social media, and existing community outreach programs provides high visibility and broad dissemination of information and services.

Staff recommends approval of this agreement since energy costs are rising, and one of the primary objectives is providing free energy efficiency audits and other energy cost-saving recommendations to City of Bloomington residents and small business owners. These audits and recommendations will be a useful tool for residents and business owners.

The agreement is for a three-year period to run from May 1, 2025, through April 30, 2028, with a cost-of-living increase after April 2026 equal to the percentage increase in the Consumer Price Index All Urban Consumers All Items Chicago Area (CPI-U), not to exceed 3%.

The City of Bloomington's contribution to the program will be 64%, which is $53,817 in FY 2026 and a maximum of $55,431.51 in FY 2027 and $57,094.46 in FY 2028. The Town of Normal expects to approve the agreement and will contribute 36%, which is $30,668 during the initial term.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Town of Normal and Ecology Action Center

FINANCIAL IMPACT: The Ecology Action Center is requesting that the City pay a total of $166,342.97 for the three-year Energy Efficiency Program. If approved, the City's contribution to the Program will be 64%, which is $53,817 in FY 2026, $55,431.51 in FY 2027, and $57,094.46 in FY 2028. The FY 2026 Budget includes funding in the Facilities-Other Purchased Services account (10015480-70690) for this item. The Agreement has a potential maximum 3% increase for FY 2027 and FY 2028. Facilities staff will include the proper amounts in the FY 2027 and FY 2028 budgets, respectively. Stakeholders can locate the FY 2026 amount in the FY 2026 Proposed Budget Book titled "Budget Overview & General Fund" on page 233.

Respectfully submitted for consideration.

Prepared by: Russ Waller, Facility Manager

ATTACHMENTS:
PW 1B Resolution
PW 1C Resolution - Exhibit A - Agreement

RESOLUTION NO. 2025 - ____

A RESOLUTION AUTHORIZING THE RENEWAL OF A JOINT AGREEMENT WITH THE TOWN OF NORMAL AND THE ECOLOCY ACTION CENTER FOR ENERGY EFFICIENCY PROGRAM

WHEREAS, the City of Bloomington is a Home Rule Unit of local government with authority to legislate matters concerning its local government and affairs; and

WHEREAS, subject to the provisions of the City Code, City staff are recommending the renewal of a joint agreement (Exhibit A) with the Town Of Normal and the Ecology Action Center for an Energy Efficiency Program; and

WHEREAS, the City of Bloomington is dedicated to the incorporation of "Green Sustainable" concepts into the City's development and plans; and

WHEREAS, the City of Bloomington, the Town of Normal, and the Ecology Action Center desire to establish a framework for the continuing administration and implementation of the Bloomington-Normal Energy Efficiency Program to include energy efficiency and conservation education and outreach for the Town of Normal and City of Bloomington and to assist the municipalities in meeting the requirements of the Illinois Power Agency Act; and

WHEREAS, the City Council finds it in the best interest of the City to approve the renewal of the joint agreement for the Energy Efficiency Program.

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 renewal of the joint agreement for the Energy Efficiency Program, and any other necessary documents.

PASSED this 12th day of May 2025.

APPROVED this ___ day of May 2025.

CITY OF BLOOMINGTON	**ATTEST**
____________________________	____________________________
Dan Brady, Mayor	Leslie Smith-Yocum, City Clerk

EXHIBIT A

ENERGY EFFICIENCY PROGRAM AGREEMENT

This agreement is entered into as of this ___ day of ____ 2025, by and between the City of Bloomington and Town of Normal, (hereinafter referred to as the "City" and "Town") and the Ecology Action Center (hereinafter referred to as the "Center").

A. Purpose of This Agreement:

The purpose of this agreement is to establish a framework for the continuing administration and implementation of the Bloomington-Normal Energy Efficiency Program, hereafter referred to as the "Program", to include energy efficiency and conservation education and outreach for the City and Town and assist the City and Town in meeting the plan of operation and governance for municipal electricity aggregation consistent with the Illinois Power Agency Act.

B. Period of Agreement:

The period of this agreement is three (3) years, commencing May 1, 2025 and ending April 30, 2028. Any party may terminate this agreement for any reason with a minimum of sixty (60) days written notice to the other parties.

C. Services:

1. City and Town

The City and Town shall:

a. provide program guidance and oversight
b. provide funding for the project in accordance with item "D" of this agreement.

2. Center

The Center shall:

a. provide a Community Energy Coordinator
b. provide energy efficiency education, outreach, and technical services to the City and Town as outlined in Appendix A; and
c. complete the following reporting requirements: 1) quarterly progress reports to the City and Town, 2) annual progress reports to the City and Town.

D. Project Costs:

1. Annual payments of $53,817 and $30,668 shall be made by the City and the Town respectively by June 1, 2025 pending receipt of an invoice from the Center by May 15, 2025.
2. An annual cost of living increase will be added to the annual fees after April 2026 equal to the percentage increase in the Consumer Price Index All Urban

Consumers All Items Chicago Area Published by the U. S. Department of Labor Bureau of Labor Statistics, not to exceed 3%. This increase will be applicable to the subsequent annual payment from each entity. Payments will be made by June 1 of each year of this agreement pending receipt of an invoice from the Center by May 15 of each year.

3. It is understood by all parties that payment in support of this agreement is contingent upon availability of Program revenue and/or funds provided through the City and Town. Any party may terminate this agreement for any reason with a minimum of sixty (60) days written notice to the other parties.

E. The Center shall save and hold the City and Town (including its officials, agents and employees) free and harmless from all liability, public or private, penalties, contractual or otherwise, losses, damages, costs, attorney's fees, expenses, causes of action, claims and judgments, resulting from claimed injury, damage, loss or loss of use for any person, including natural persons and any other legal entity or property of any kind (including, but not limited to, choices in action) arising out of or in any way connected with the performance by Center of the terms of this agreement.

F. This agreement may be modified by mutual consent of the parties hereto and agreed to in writing and does not preclude separate agreements between the Center and individual units of government for additional services.

City of Bloomington	Date
Attested by	Date
Town of Normal	Date
Attested by	Date
Ecology Action Center	Date
Attested by	Date

APPENDIX A

2025 Energy Efficiency Education & Outreach Program: BN Energy Bright

Since 2014 the Ecology Action Center has offered Bloomington and Normal residents a community energy efficiency program to encourage increased energy efficiency and energy conservation. The program targets the approximately 30,198 participating Bloomington-Normal households and small businesses enrolled in municipal electricity aggregation. Ultimately, this program not only helps residents reduce energy consumption, save energy, and reduce air pollution, but also assists Bloomington and Normal in meeting their respective plans for operation and governance for municipal electricity aggregation per the Illinois Power Agency Act.

Services provided by the Ecology Action Center under this program include:

- Community Energy Coordinator: This ¾ FTE staff position (or equivalent among multiple staff) acts as a centralized resource coordinator on energy issues for the community, networking with contractors, social service agencies, and government agencies.
- BNenergyBright.org: Ongoing updates of a resource-rich website with content ranging from consumer protections, home weatherization, energy efficient lighting and appliances, financial incentives, solar and renewables, and many other energy efficiency devices and strategies.
- Home and Small Business Energy Assessment: The Community Energy Coordinator, a Building Performance Institute Certified Building Analyst and Envelope Professional, conducts on-site assessments for Bloomington and Normal residents to help identify areas of inefficiency and provide a comprehensive report with recommendations for efficiency improvements. A nominal fee is charged to help offset costs of materials and demonstrate an investment in the strategies on the part of the home-owner or business owner/manager.
- Education programs: presentations and workshops to community groups, classrooms, or workplaces on strategies to reduce electricity usage.
- Outreach: Information booths at community events promoting the services of the program, messaging through traditional media and social media, articles, press releases, and other forms of outreach. Emphasis will be placed on consumer protections and education so as to protect residents from predatory third-party energy suppliers.

- Promotion: Elevation of visibility of program services and energy strategies through traditional media (radio and print advertisements) and social media.
- Leveraging additional resources: Where feasible, EAC staff will utilize the BN Energy Bright program to help leverage additional energy services benefits for the Bloomington-Normal community through other funding sources. Some examples include solar group purchase programs to help lower the cost of and increase access to residential or small business solar installations, Illinois Solar For All (ILSFA)outreach to increase solar access for low-income populations and governmental or nonprofit agencies that provide services for these populations, promotion of community solar as a flexible alternative for residents where a solar installation is not feasible, and working with Ameren and Nicor to provide efficiency upgrade services for income-qualifying residents in Bloomington and Normal. Cross-promotion of additional energy services in conjunction with BN Energy Bright will have mutual benefits.
- Flexibility: Program content and focus will evolve over time to best address community needs and priorities as identified through collaboration with other community partners involved in energy issues.

Program Budget

Funding for the program is proportional to the number of households and businesses enrolled in municipal electricity aggregation in each municipality.

aggregation	quantity*	Percentage
Normal	10,950	36.3%
Bloomington	19,248	63.7%
Bloomington-Normal total	30,198	

**2022 Homefield Aggregation enrollment data*

REVENUE item		amount
2025 annual payment from Normal (36.3%)		$30,668
2025 annual payment from Bloomington (63.7%)		$53,817
	total	$84,485

EXPENSE item		amount
payroll & payroll taxes		$50,005
advertising and printing		$15,002
energy auditing supplies		$4,975
transportation		$2,200
administrative overhead		$9,843
	total	$84,485

CONSENT AGENDA ITEM NO. 7.I.

FOR COUNCIL: May 12, 2025

WARD IMPACTED: Ward 6

SUBJECT: Consideration and Action on a Resolution Rejecting the Sole Bid Received for Bid #2025-43, Authorizing Waiving the Technical Bidding Requirements, and Authorizing City Staff to Negotiate an Agreement with Stark Excavating, Inc. for Construction of the North Main Street portion of the Downtown for Everyone Streetscape Plan, as requested by the Engineering Department and the Administration 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: If approved, the City will reject the sole bid from Stark Excavating, Inc., and waive technical bidding requirements to allow staff to attempt to negotiate an agreement with Stark Excavating for construction of the North Main Street project. The bid solicitation states that the City retains the rights to reject any and all bids and to waive technicalities.

The project was advertised as Bid #2025-43 to solicit competitive bids for the first phase of the Downtown for Everyone Streetscape Plan. Bids were received until 10:00 A.M. on Monday, April 28, 2025, electronically via the City's e-Procurement Portal, *OpenGov*. The City received one bid from Stark Excavating, Inc., totaling $22,588,361.25 for the Base Bid and Additive Alternates 1 and 2. Accepting Alternate 3 in lieu of the Base Bid along with Additive Alternates 1 and 2, totaled $18,617,111.25. Both award options were significantly over the anticipated amount for the project. After further review of the bid submission by City staff, the City is looking at alternative solutions that may be more cost-effective for this project. A full bid tabulation is attached.

The project was bid with a Base Bid and three Alternates:

- Base Bid: Majority of the work in the project with a completion date of November 20, 2026.
- Alternate 1: Additive Alternate to add the ring structure in the North Plaza (600 block of North Main Street).
- Alternate 2: Additive Alternate to add an conduit system throughout the project for future fiber connections.
- Alternate 3: Alternate to replace the Base Bid with a later completion date of July 31, 2027. By allowing extra time for the contractor to complete the work, cost savings could be expected due to reduced overtime and other similar costs.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: The work was advertised in

The Pantagraph and on *OpenGov* on March 20, 2025.

FINANCIAL IMPACT: N/A

Respectfully submitted for consideration.

Prepared by: Phil Allyn, Traffic Engineer

ATTACHMENTS:
ENG 1B Resolution
ENG 1C Resolution - Exhibit A - Bid Tab

RESOLUTION NO. 2025 - ____

A RESOLUTION REJECTING THE SOLE BID RECEIVED FOR BID #2025-43, AUTHORIZING WAIVING THE TECHNICAL BIDDING REQUIREMENTS, AND AUTHORIZING CITY STAFF TO NEGOTIATE AN AGREEMENT WITH STARK EXCAVATING, INC. FOR CONSTRUCTION OF THE NORTH MAIN STREET PORTION OF THE DOWNTOWN FOR EVERYONE STREETSCAPE PLAN

WHEREAS, the City of Bloomington has the ability to reject bids and waive technical bidding requirements, pursuant to City Code Chapter 16; and

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

WHEREAS, the Downtown for Everyone Streetscape Plan ("PROJECT") is partially included in the Fiscal Year 2026 budget (enterprise fund portions of the project); and

WHEREAS, Stark Excavating, Inc. submitted the sole bid for the improvements; and

WHEREAS, City Staff believe a more cost-effective solution will be achieved through rejecting the sole bid, then waiving the technical bidding process and authorizing City Staff to directly negotiate with Stark Excavating, Inc.; and

WHEREAS, Stark Excavating, Inc. is also in favor of the above-stated processes; and

WHEREAS, Stark Excavating, Inc. will be able to offer more accurate pricing because they will have fewer uncertainties and can utilize prior experience with similar projects to recommend how the work can be accomplished in a more cost-efficient manner; and

WHEREAS, direct negotiations with Stark Excavating, Inc. will expedite improvements beginning; and

WHEREAS, the City Council finds it in the best interest of the City to reject the bid, waive the technical bidding requirements, and authorize City staff to negotiate an agreement with Stark, Excavating, Inc. for the PROJECT.

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 stated in full.

SECTION 2. Bid #2025-43 is rejected, the technical bidding requirements are waived, and City staff are empowered to negotiate an agreement with Stark Excavating, Inc. as described above.

PASSED this 12th day of May 2025.
APPROVED this ___ day of May 2025.

CITY OF BLOOMINGTON

____
Dan Brady, Mayor

ATTEST

____
Leslie Smith-Yocum, City Clerk

EXHIBIT A

City of Bloomington
Engineering
Jim Karch, Director
115 East Washington Street, Suite 403, Bloomington, IL 61701

EVALUATION TABULATION

ITB - PLA No. Bid #2025-43

North Main Street Project

RESPONSE DEADLINE: April 28, 2025 at 10:00 am

Report Generated: Friday, May 2, 2025

SELECTED VENDOR TOTALS

Vendor
Stark Excavating, Inc

BID #2025-43 NORTH MAIN STREET PROJECT

Base Bid - Per the following contract time: All work required in this contract for Phases A and B, excluding the ring structure work in Alternate 1, shall be substantially completed on or before November 21, 2025. The Contractor shall finalize construction work for all phases (A, B, C, and D) on or before November 20, 2026. These contract times shall not be amended due to inclement weather, nor by the mandatory winter construction shutdown period from November 22, 2025 through January 4, 2026. The Contractor will not be allowed any additional days to complete any remaining finish grading, seeding, and landscaping. Bidders are asked to provide Base Bid unit prices required to meet the Base Bid Completion Dates, factoring in anticipated extra effort such as overtime and/or multiple crews if needed to overcome potential delays due to utilities, weather or other factors.

Bid #2025-43 North Main Street Project					Stark Excavating, Inc	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
X	20100110	TREE REMOVAL (6 TO 15 UNITS DIAMETER)	112	UNIT	$240.00	$26,880.00
X	20100210	TREE REMOVAL (OVER 15 UNITS DIAMETER)	17	UNIT	$240.00	$4,080.00
X	20101000	TEMPORARY FENCE	130	FOOT	$10.50	$1,365.00
X	20101100	TREE TRUNK PROTECTION	1	EACH	$1,800.00	$1,800.00

Bid #2025-43 North Main Street Project					Stark Excavating, Inc	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
X	21101505	TOPSOIL EXCAVATION AND PLACEMENT	112	CU YD	$183.00	$20,496.00
X	28000500	INLET AND PIPE PROTECTION	19	EACH	$400.00	$7,600.00
X	28000510	INLET FILTERS	19	EACH	$400.00	$7,600.00
X	35101400	AGGREGATE BASE COURSE, TYPE B	2450	TON	$103.00	$252,350.00
X	40201000	AGGREGATE FOR TEMPORARY ACCESS	570	TON	$183.00	$104,310.00
X	40602978	HOT-MIX ASPHALT BINDER COURSE, IL- 9.5, N50	1074	TON	$294.00	$315,756.00
X	40800029	BITUMINOUS MATERIALS (TACK COAT)	2354	POUND	$0.75	$1,765.50
X	42000200	PORTLAND CEMENT CONCRETE PAVEMENT 7"	349	SQ YD	$233.50	$81,491.50
X	42300400	PORTLAND CEMENT CONCRETE DRIVEWAY PAVEMENT, 8 INCH	91	SQ YD	$175.00	$15,925.00
X	42400300	PORTLAND CEMENT CONCRETE SIDEWALK 6 INCH	25300	SQ FT	$20.25	$512,325.00
X	42400800	DETECTABLE WARNINGS	430	SQ FT	$44.50	$19,135.00
X	44000100	PAVEMENT REMOVAL	8515	SQ YD	$57.00	$485,355.00
X	44000300	CURB REMOVAL	3409	FOOT	$8.75	$29,828.75
X	44000600	SIDEWALK REMOVAL	35296	SQ FT	$4.25	$150,008.00
X	44201735	CLASS D PATCHES, TYPE IV, 7 INCH	58	SQ YD	$344.00	$19,952.00
X	50800105	REINFORCEMENT BARS	9090	POUND	$3.00	$27,270.00

Bid #2025-43 North Main Street Project					Stark Excavating, Inc	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
X	51603000	DRILLED SHAFT IN SOIL	34	CU YD	$3,850.00	$130,900.00
X	550A0340	STORM SEWERS, CLASS A, TYPE 2 12"	275	FOOT	$160.00	$44,000.00
X	550A0380	STORM SEWERS, CLASS A, TYPE 2 18"	56	FOOT	$245.00	$13,720.00
X	550A0410	STORM SEWERS, CLASS A, TYPE 2 24"	292	FOOT	$248.00	$72,416.00
X	550A0660	STORM SEWERS, CLASS A, TYPE 3 15"	81	FOOT	$234.00	$18,954.00
X	550A0710	STORM SEWERS, CLASS A, TYPE 3 24"	213	FOOT	$255.00	$54,315.00
X	56400300	FIRE HYDRANTS TO BE ADJUSTED	3	EACH	$2,800.00	$8,400.00
X	56400500	FIRE HYDRANTS TO BE REMOVED	1	EACH	$2,400.00	$2,400.00
X	60108500	PIPE UNDERDRAINS 12" (SPECIAL)	844	FOOT	$27.00	$22,788.00
X	60218400	MANHOLES, TYPE A, 4'-DIAMETER, TYPE 1 FRAME, CLOSED LID	6	EACH	$7,050.00	$42,300.00
X	60219100	MANHOLES, TYPE A, 4'-DIAMETER, TYPE 9 FRAME AND GRATE	2	EACH	$7,050.00	$14,100.00
X	60221100	MANHOLES, TYPE A, 5'-DIAMETER, TYPE 1 FRAME, CLOSED LID	2	EACH	$7,800.00	$15,600.00
X	60221800	MANHOLES, TYPE A, 5'-DIAMETER, TYPE 9 FRAME AND GRATE	1	EACH	$7,800.00	$7,800.00
X	60223800	MANHOLES, TYPE A, 6'-DIAMETER, TYPE 1 FRAME, CLOSED LID	2	EACH	$14,200.00	$28,400.00
X	60240301	INLETS, TYPE B, TYPE 8 GRATE	3	EACH	$3,550.00	$10,650.00
X	60255500	MANHOLES TO BE ADJUSTED	5	EACH	$1,750.00	$8,750.00

Bid #2025-43 North Main Street Project					Stark Excavating, Inc	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
X	60255800	MANHOLES TO BE ADJUSTED WITH NEW TYPE 1 FRAME, CLOSED LID	1	EACH	$2,200.00	$2,200.00
X	60500040	REMOVING MANHOLES	13	EACH	$2,150.00	$27,950.00
X	60500050	REMOVING CATCH BASINS	2	EACH	$1,500.00	$3,000.00
X	60500060	REMOVING INLETS	12	EACH	$1,500.00	$18,000.00
X	60600605	CONCRETE CURB, TYPE B	641	FOOT	$112.50	$72,112.50
X	60604400	COMBINATION CONCRETE CURB AND GUTTER, TYPE B-6.18	1604	FOOT	$107.50	$172,430.00
X	60604500	COMBINATION CONCRETE CURB AND GUTTER, TYPE B-6.18 (ABUTTING EXISTING PAVEMENT)	130	FOOT	$123.00	$15,990.00
X	60604700	COMBINATION CONCRETE CURB AND GUTTER, TYPE B-6.18 (MODIFIED)	1006	FOOT	$107.50	$108,145.00
X	67100100	MOBILIZATION	1	L SUM	$5,659,014.70	$5,659,014.70
X	70307120	TEMPORARY PAVEMENT MARKING - LINE 4" - TYPE IV TAPE	837	FOOT	$1.90	$1,590.30
X	72000100	SIGN PANEL - TYPE 1	189	SQ FT	$48.00	$9,072.00
X	72800100	TELESCOPING STEEL SIGN SUPPORT	321	FOOT	$144.00	$46,224.00
X	78000100	THERMOPLASTIC PAVEMENT MARKING - LETTERS AND SYMBOLS	416	SQ FT	$14.50	$6,032.00
X	78000400	THERMOPLASTIC PAVEMENT MARKING - LINE 6"	194	FOOT	$3.50	$679.00

Bid #2025-43 North Main Street Project					Stark Excavating, Inc	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
X	78000650	THERMOPLASTIC PAVEMENT MARKING - LINE 24"	1039	FOOT	$15.00	$15,585.00
X	78001100	PAINT PAVEMENT MARKING - LETTERS AND SYMBOLS	96	SQ FT	$9.50	$912.00
X	78001130	PAINT PAVEMENT MARKING - LINE 6"	1674	FOOT	$4.25	$7,114.50
X	78001150	PAINT PAVEMENT MARKING - LINE 12"	803	FOOT	$8.75	$7,026.25
X	78001180	PAINT PAVEMENT MARKING - LINE 24"	26	FOOT	$17.50	$455.00
X	80400100	ELECTRIC SERVICE INSTALLATION	3	EACH	$18,950.00	$56,850.00
X	81028320	UNDERGROUND CONDUIT, PVC, 1" DIA.	3082	FOOT	$43.75	$134,837.50
X	81028350	UNDERGROUND CONDUIT, PVC, 2" DIA.	3078	FOOT	$50.25	$154,669.50
X	81028370	UNDERGROUND CONDUIT, PVC, 3" DIA.	185	FOOT	$156.75	$28,998.75
X	81702120	ELECTRIC CABLE IN CONDUIT, 600V (XLP-TYPE USE) 1/C NO. 8	32628	FOOT	$8.75	$285,495.00
X	81702140	ELECTRIC CABLE IN CONDUIT, 600V (XLP-TYPE USE) 1/C NO. 4	1500	FOOT	$17.00	$25,500.00
X	83600200	LIGHT POLE FOUNDATION, 24" DIAMETER	276	FOOT	$1,155.00	$318,780.00
X	84200500	REMOVAL OF LIGHTING UNIT, SALVAGE	44	EACH	$1,725.00	$75,900.00
X	84200804	REMOVAL OF POLE FOUNDATION	44	EACH	$400.00	$17,600.00
X	89502375	REMOVE EXISTING TRAFFIC SIGNAL EQUIPMENT	1	EACH	$59,350.00	$59,350.00
X	89502380	REMOVE EXISTING HANDHOLE	48	EACH	$1,025.00	$49,200.00

Bid #2025-43 North Main Street Project					Stark Excavating, Inc	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
X	A2000320	TREE, ACER MIYABEI MORTON (STATE STREET MIYABE MAPLE), 2-1/2" CALIPER, BALLED AND BURLAPPED	2	EACH	$1,250.00	$2,500.00
X	A2001820	TREE, ACER SACCHARUM GREEN MOUNTAIN (GREEN MOUNTAIN SUGAR MAPLE), 2-1/2" CALIPER, BALLED AND BURLAPPED	3	EACH	$1,350.00	$4,050.00
X	A2002502	TREE, CARPINUS BETULUS FASTIGIATA (COLUMNAR EUROPEAN HORNBEAM), 3" CALIPER, BALLED AND BURLAPPED	3	EACH	$1,350.00	$4,050.00
X	A2004524	TREE, GINKGO BILOBA PRINCETON SENTRY (PRINCETON SENTRY GINKGO), 3" CALIPER, BALLED AND BURLAPPED	2	EACH	$1,250.00	$2,500.00
X	A2004617	TREE, GLEDITSIA TRIACANTHOS VAR. INERMIS DRAVES (STREET KEEPER HONEYLOCUST), 2-1/2" CALIPER, BALLED AND BURLAPPED	4	EACH	$1,300.00	$5,200.00
X	A2005620	TREE, OSTRYA VIRGINIANA (AMERICAN HOPHORNBEAM), 2-1/2" CALIPER, BALLED AND BURLAPPED	3	EACH	$1,350.00	$4,050.00
X	A2007720	TREE, TAXODIUM DISTICHUM SHAWNEE BRAVE (SHAWNEE BRAVE BALD CYPRESS), 2-1/2" CALIPER, BALLED AND BURLAPPED	3	EACH	$1,300.00	$3,900.00
X	A2008453	TREE, ULMUS ACCOLADE (HYBRID ELM), 3" CALIPER, BALLED AND BURLAPPED	3	EACH	$1,250.00	$3,750.00
X	A3005208	TREE, ZELKOVA SERRATA MUSASHINO (MUSASHINO ZELKOVA), 2" CALIPER, TREE FORM, BALLED AND BURLAPPED	3	EACH	$1,350.00	$4,050.00
X	B2006320	TREE, SYRINGA RETICULATA IVORY SILK (IVORY SILK JAPANESE TREE LILAC), 2-1/2" CALIPER, TREE FORM, BALLED AND BURLAPPED	3	EACH	$1,250.00	$3,750.00

Bid #2025-43 North Main Street Project					Stark Excavating, Inc	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
X	C2001120	SHRUB, CEANOTHUS AMERICANUS (NEW JERSEY TEA), CONTAINER GROWN, 3-GALLON	19	EACH	$117.00	$2,223.00
X	D20014G3	EVERGREEN, JUNIPERUS SABINA BUFFALO (BUFFALO JUNIPER), 3-GALLON, WELL-DEVELOPED	21	EACH	$160.00	$3,360.00
X	K0012980	PERENNIAL PLANTS, ORNAMENTAL TYPE, QUART POT	7	UNIT	$2,240.00	$15,680.00
X	K0012990	PERENNIAL PLANTS, ORNAMENTAL TYPE, GALLON POT	3.29	UNIT	$3,400.00	$11,186.00
X	K0013020	PERENNIAL PLANTS, PRAIRIE TYPE, GALLON POT	4.55	UNIT	$3,500.00	$15,925.00
X	K1005418	TEMPORARY SEEDING	0.1	ACRE	$10,500.00	$1,050.00
X	X0320090	PARK BENCH REMOVAL AND RELOCATION	1	EACH	$2,300.00	$2,300.00
X	X0322102	TEMPORARY SIDEWALK RAMP	18	EACH	$2,650.00	$47,700.00
X	X0323706	TRASH RECEPTACLE RELOCATION	10	EACH	$2,500.00	$25,000.00
X	X0326806	WASHOUT BASIN	1	L SUM	$280,300.00	$280,300.00
X	X0327149	RELOCATE BENCH	7	EACH	$2,300.00	$16,100.00
X	X0327997	TRASH RECEPTACLES	10	EACH	$2,350.00	$23,500.00
X	X0540000	BRICK PAVERS	10740	SQ FT	$43.00	$461,820.00
X	X1200085	HYDROSTATIC TESTING AND DISINFECTION WATERMAINS (SPECIAL)	1	L SUM	$18,400.00	$18,400.00

Bid #2025-43 North Main Street Project					Stark Excavating, Inc	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
X	X1700013	COLORED SURFACE	168	SQ FT	$85.00	$14,280.00
X	X1700029	FLUSH CONCRETE RESTRAINT	61	FOOT	$135.00	$8,235.00
X	X2010106	TREE REMOVAL (UNDER 6 UNITS DIAMETER)	56	UNIT	$240.00	$13,440.00
X	X2110100	TOPSOIL FURNISH AND PLACE (SPECIAL)	488	CU YD	$131.50	$64,172.00
X	X2520700	SODDING (SPECIAL)	450	SQ YD	$41.00	$18,450.00
X	X5090850	ORNAMENTAL RAILING	54	FOOT	$405.00	$21,870.00
X	X5610001	CLEANOUTS	9	EACH	$1,525.00	$13,725.00
X	X5610300	DUCTILE IRON WATERMAIN, 6” (SPECIAL)	79	FOOT	$187.00	$14,773.00
X	X5610310	DUCTILE IRON WATERMAIN, 8” (SPECIAL)	927	FOOT	$296.00	$274,392.00
X	X5610500	DUCTILE IRON FITTINGS (SPECIAL)	2362	POUND	$18.25	$43,106.50
X	X5610800	GATE VALVE, 8” WITH VALVE BOX (SPECIAL)	7	EACH	$3,000.00	$21,000.00
X	X5610810	GATE VALVE, 6” WITH VALVE BOX (SPECIAL)	2	EACH	$2,200.00	$4,400.00
X	X5630300	WATER SERVICE CONNECTION, 2” (SPECIAL)	20	EACH	$6,675.00	$133,500.00
X	X5630301	WATER SERVICE CONNECTION, 6” (SPECIAL)	3	EACH	$7,100.00	$21,300.00
X	X5630305	EXISTING WATER SERVICE TESTING, LESS THAN 4" (SPECIAL)	20	EACH	$3,300.00	$66,000.00
X	X5630306	EXISTING WATER SERVICE TESTING, 4" AND GREATER (SPECIAL)	3	EACH	$5,300.00	$15,900.00

Bid #2025-43 North Main Street Project					Stark Excavating, Inc	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
X	X5630500	LEAD SERVICE LINE REPLACEMENT, 1 ½" (SPECIAL)	1	EACH	$11,000.00	$11,000.00
X	X5630505	LEAD SERVICE LINE REPLACEMENT, 2" (SPECIAL)	2	EACH	$14,000.00	$28,000.00
X	X5630900	WATERMAIN AND WATER SERVICE ABANDONMENT, 6" (SPECIAL)	5	EACH	$7,100.00	$35,500.00
X	X5630910	WATER SERVICE LINE ABANDONMENT, 2" AND LESS (SPECIAL)	13	EACH	$4,000.00	$52,000.00
X	X5630920	WATER VALVE ABANDONMENT (SPECIAL)	25	EACH	$375.00	$9,375.00
X	X5630930	WATER VALVE ADJUSTMENT (SPECIAL)	65	EACH	$560.00	$36,400.00
X	X5640150	FIRE HYDRANT ASSEMBLY COMPLETE (SPECIAL)	2	EACH	$12,650.00	$25,300.00
X	X6022230	MANHOLES, TYPE A, 4'-DIAMETER, WITH SPECIAL FRAME AND GRATE	2	EACH	$7,500.00	$15,000.00
X	X6022930	MANHOLES, TYPE A, 5'-DIAMETER, WITH SPECIAL FRAME AND GRATE	7	EACH	$8,150.00	$57,050.00
X	X6024090	MANHOLES, TYPE A, 6'-DIAMETER, WITH SPECIAL FRAME AND GRATE	2	EACH	$12,200.00	$24,400.00
X	X6024503	INLETS TO BE ADJUSTED WITH NEW FRAME AND GRATE (SPECIAL)	1	EACH	$2,550.00	$2,550.00
X	X6025604	PROPOSED MANHOLE/CATCH BASIN CONNECTION OVER EXISTING STORM SEWER	1	EACH	$75,200.00	$75,200.00
X	X6640618	ORNAMENTAL FENCE	308	FOOT	$197.00	$60,676.00
X	X7010216	TRAFFIC CONTROL AND PROTECTION, (SPECIAL)	1	L SUM	$38,400.00	$38,400.00

Bid #2025-43 North Main Street Project					Stark Excavating, Inc	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
X	X8130130	JUNCTION BOX TO BE ADJUSTED	1	EACH	$6,700.00	$6,700.00
X	X8950075	REMOVE EXISTING LIGHTING CONTROLLER AND SALVAGE	1	EACH	$10,250.00	$10,250.00
X	XXXXXE02	HANDHOLE, SPECIAL, TYPE A (12"X12")	45	EACH	$2,850.00	$128,250.00
X	XXXXXE05	QUAD RECEPTACLE	7	EACH	$3,775.00	$26,425.00
X	XXXXXE06	DMX WIRING	3726	FOOT	$25.00	$93,150.00
X	XXXXXE08	AMPHITHEATER LIGHTING	1	L SUM	$260,800.00	$260,800.00
X	XXXXXE09	LIGHTING ASSEMBLY, SPECIAL, AREA LIGHT (AL)	8	EACH	$15,350.00	$122,800.00
X	XXXXXE10	ORNAMENTAL LIGHT UNIT PEDESTRIAN LIGHT (PL)	31	EACH	$10,500.00	$325,500.00
X	XXXXXE11	EV STATION	1	EACH	$53,250.00	$53,250.00
X	XXXXXE12	REFURBISHED GLOBE LIGHT (GL)	7	EACH	$46,700.00	$326,900.00
X	XXXXXE13	SOLID-STATE CONTROLLER AND REMOTE CONTROL EQUIPMENT	1	L SUM	$265,000.00	$265,000.00
X	XXXXXE14	LIGHTING CONTROLLER, SPECIAL (LC-1, LC-2, LC-3)	3	EACH	$74,150.00	$222,450.00
X	XXXXXE15	DIGITAL MESSAGE SIGN (DS)	3	EACH	$69,600.00	$208,800.00
X	XXXXXE16	TEMPORARY LIGHTING	1	L SUM	$360,750.00	$360,750.00
X	XXXXXX01	POLYMERIZED HOT-MIX ASPHALT SURFACE COURSE, STONE MATRIX ASPHALT, 9.5, MIX "D", N80	293	TON	$320.00	$93,760.00

Bid #2025-43 North Main Street Project					Stark Excavating, Inc	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
X	XXXXXX02	BICYCLE RACK REMOVAL AND SALVAGE	3	EACH	$150.00	$450.00
X	XXXXXX03	BRICK PAVERS - BORDER	2170	SQ FT	$43.00	$93,310.00
X	XXXXXX04	PERMEABLE BRICK PAVERS	25910	SQ FT	$35.50	$919,805.00
X	XXXXXX05	CONCRETE TREE BED CURB	700	FOOT	$127.25	$89,075.00
X	XXXXXX06	PLANTER CURB	275	FOOT	$144.00	$39,600.00
X	XXXXXX08	RELOCATED PLANTER	13	EACH	$600.00	$7,800.00
X	XXXXXX09	PLANTER - ROUND	12	EACH	$3,700.00	$44,400.00
X	XXXXXX10	PLANTER - RECTANGULAR	15	EACH	$4,800.00	$72,000.00
X	XXXXXX11	SHRUB, ARONIA MELANOCARPA 'GROUND HOG' (GROUND HOG BLACK CHOKEBERRY), CONTAINER GROWN, 3-GALLON	11	EACH	$160.00	$1,760.00
X	XXXXXX12	SHRUB, HYDRANGEA PANICULATA 'BOBO' (BOBO PANICLE HYDRANGEA, CONTAINER GROWN, 5-GALLON	11	EACH	$160.00	$1,760.00
X	XXXXXX13	SHRUB, SPIRAEA X DOUBLE PLAY DOOZIE (DOUBLE PLAY DOOZIE SPIREA), CONTAINER GROWN, 3-GALLON	26	EACH	$160.00	$4,160.00
X	XXXXXX14	CONCRETE BAGS BOARDS	2	EACH	$2,350.00	$4,700.00
X	XXXXXX15	GAME TABLE	2	EACH	$14,400.00	$28,800.00
X	XXXXXX16	UNDERGROUND DETENTION SYSTEM	14678	CU FT	$19.50	$286,221.00

Bid #2025-43 North Main Street Project					Stark Excavating, Inc	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
X	XXXXXX17	RING STRUCTURE COLUMNS	1	L SUM	$138,200.00	$138,200.00
X	XXXXXX18	AMPHITHEATER SEAT WALLS	1	L SUM	$285,800.00	$285,800.00
X	XXXXXX19	AMPHITHEATER RAILING	64	FOOT	$420.00	$26,880.00
X	XXXXXX20	ADJUSTING VALVES	6	EACH	$875.00	$5,250.00
X	XXXXXX21	VAULT REMEDIATION (103 W JEFFERSON ST)	1	EA	$152,850.00	$152,850.00
X	XXXXXX22	WALL HYDRANT ADJUSTMENT (SPECIAL)	1	EACH	$250.00	$250.00
X	XXXXXX24	ADJUSTING CLEANOUTS	1	EACH	$300.00	$300.00
X	XXXXXX27	BOLLARDS - RETRACTABLE	6	EACH	$3,150.00	$18,900.00
X	XXXXXX28	BOLLARDS - FLEXIBLE	33	EACH	$1,050.00	$34,650.00
X	XXXXXX29	RELOCATED ROUTE 66 EXPERIENCE HUB	1	EACH	$8,200.00	$8,200.00
X	XXXXXX30	RELOCATED LOOKING FOR LINCOLN SIGN	1	EACH	$9,300.00	$9,300.00
X	XXXXXX32	PORTLAND CEMENT CONCRETE SIDEWALK WITH INTEGRAL CURB	641	SQ FT	$53.00	$33,973.00
X	XXXXXX33	FURNISHING ROW MONITORING SENSORS	1	L SUM	$14,300.00	$14,300.00
X	XXXXXX35	ROOT BARRIER	600	FOOT	$30.00	$18,000.00
X	XXXXXX36	TRASH CONTAINER - 2 MODULE	1	EACH	$10,250.00	$10,250.00
X	XXXXXX37	TRENCH BACKFILL TYPE 1 (SPECIAL)	603	FOOT	$10.25	$6,180.75

Bid #2025-43 North Main Street Project					Stark Excavating, Inc	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
X	XXXXXX38	TRENCH BACKFILL TYPE 2 (SPECIAL)	929	FOOT	$120.00	$111,480.00
X	XXXXXX39	INLETS, SPECIAL, TYPE H, (3' X 2'), WITH SPECIAL FRAME AND GRATE	2	EACH	$3,600.00	$7,200.00
X	XXXXXX40	INLINE CHECK VALVE	1	EACH	$15,400.00	$15,400.00
X	XXXXXX41	REMOVE EXISTING CAMERA POLE, SALVAGE	2	EACH	$1,300.00	$2,600.00
X	XXXXXX42	VAULT REMEDIATION (301 N MAIN ST)	1	EA	$190,400.00	$190,400.00
X	XXXXXX43	VAULT REMEDIATION (310 N MAIN ST)	1	EA	$126,550.00	$126,550.00
X	XXXXXX44	VAULT REMEDIATION (311 N MAIN ST)	1	EA	$88,100.00	$88,100.00
X	XXXXXX45	VAULT REMEDIATION (315 N MAIN ST)	1	EA	$87,500.00	$87,500.00
X	XXXXXX46	VAULT REMEDIATION (316 N MAIN ST)	1	EA	$135,800.00	$135,800.00
X	XXXXXX47	VAULT REMEDIATION (417 N MAIN ST)	1	EA	$113,400.00	$113,400.00
X	XXXXXX48	VAULT REMEDIATION (319 N MAIN ST)	1	EA	$126,950.00	$126,950.00
X	XXXXXX49	VAULT REMEDIATION (420 N MAIN ST)	1	EA	$111,350.00	$111,350.00
X	XXXXXX50	VAULT REMEDIATION (608 N MAIN ST)	1	EA	$106,100.00	$106,100.00
X	XXXXXX51	VAULT REMEDIATION (620 N MAIN ST)	1	EA	$78,800.00	$78,800.00
X	XXXXXX52	CONCRETE SUPPORT CRADLE	2	EACH	$7,000.00	$14,000.00

Bid #2025-43 North Main Street Project					Stark Excavating, Inc	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
X	XXXXXX53	HIGH-EARLY-STRENGTH PORTLAND CEMENT CONCRETE SIDEWALK 6"	3970	SQ FT	$35.00	$138,950.00
X	XXXXXX54	SIDEWALK CORES - 6" DIAMETER	10	EACH	$700.00	$7,000.00
X	XXXXXX55	STORM SEWER REMOVAL	795	FOOT	$155.00	$123,225.00
X	XXXXXX56	PORTLAND CEMENT CONCRETE PAVEMENT 15" (SPECIAL)	206	SQ YD	$453.00	$93,318.00
X	XXXXXX57	RELOCATED MAILBOX	1	EACH	$475.00	$475.00
X	XXXXXX58	TRASH CONTAINER - 3 MODULE	8	EACH	$14,850.00	$118,800.00
X	XXXXXX59	TRASH CONTAINER - 4 MODULE	2	EACH	$19,100.00	$38,200.00
X	XXXXXX60	TABLE REMOVAL AND SALVAGE	2	EACH	$250.00	$500.00
X	XXXXXX61	VAULT REMEDIATION (415 N MAIN ST)	1	EA	$120,300.00	$120,300.00
X	XXXXXX62	VAULT REMEDIATION (419 N MAIN ST)	1	EA	$112,300.00	$112,300.00
X	Z0001110	GAS VALVE TO BE ADJUSTED	28	EACH	$400.00	$11,200.00
X	Z0003850	BENCHES	15	EACH	$3,025.00	$45,375.00
X	Z0003855	BICYCLE RACK	14	EACH	$10,900.00	$152,600.00
X	Z0004002	BOLLARDS	25	EACH	$600.00	$15,000.00
X	Z0012450	CONCRETE STEPS	2	CU YD	$2,450.00	$4,900.00

Bid #2025-43 North Main Street Project					Stark Excavating, Inc	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
X	Z0012455	CONCRETE STEP REMOVAL	1	EACH	$450.00	$450.00
X	Z0013798	CONSTRUCTION LAYOUT	1	L SUM	$27,500.00	$27,500.00
X	Z0044298	CONNECTION TO EXIST WATERMAIN - UNDER PRESSURE (SPECIAL)	2	EACH	$9,050.00	$18,100.00
X	Z0044299	CONNECTION TO EXIST WATERMAIN – NOT UNDER PRESSURE (SPECIAL)	7	EACH	$8,150.00	$57,050.00
X	Z0044300	HYDRA-STOP, 4" TO 12" (SPECIAL)	4	EACH	$4,675.00	$18,700.00
X	Z0056672	STORM SEWERS, TYPE 2, WATER MAIN QUALITY PIPE, 24"	95	FOOT	$263.00	$24,985.00
X	Z0056675	STORM SEWERS, TYPE 2, WATER MAIN QUALITY PIPE, 30"	279	FOOT	$279.00	$77,841.00
X	Z0056678	STORM SEWERS, TYPE 2, WATER MAIN QUALITY PIPE, 36"	318	FOOT	$378.00	$120,204.00
Total						$19,647,750.00

BID #2025-43 - BASE BID CONTINGENCY

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

Bid #2025-43 - Base Bid Contingency					Stark Excavating, Inc	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
X	COB10900	CONTINGENCY	1	L SUM	$1,500,000.00	$1,500,000.00
Total						$1,500,000.00

BID #2025-43 NORTH MAIN STREET PROJECT

Alternate Bid #1 Bidders shall submit prices for the Base Bid and all Alternates. Alternates 1 and 2 are Additive Alternates that add work to the contract. At its sole discretion, the City may elect to award one, both or neither of these Alternates.

Bid #2025-43 North Main Street Project					Stark Excavating, Inc	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
X	XXXXXE07	RING LIGHTING	1	L SUM	$420,900.00	$420,900.00
X	XXXXXX23	RING STRUCTURE - LIGHTED RING	1	L SUM	$260,700.00	$260,700.00
Total						$681,600.00

BID #2025-43 NORTH MAIN STREET PROJECT

Alternate Bid #2 Bidders shall submit prices for the Base Bid and all Alternates. Alternates 1 and 2 are Additive Alternates that add work to the contract. At its sole discretion, the City may elect to award one, both or neither of these Alternates.

Bid #2025-43 North Main Street Project					Stark Excavating, Inc	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
X	81028740	UNDERGROUND CONDUIT, COILABLE NONMETALLIC CONDUIT, 1 1/2" DIA.	6364	FOOT	$33.75	$214,785.00
X	XXXXXE01	MICRODUCT	7715	FOOT	$36.75	$283,526.25
X	XXXXXE02	HANDHOLE, SPECIAL, TYPE A (12"X12")	17	EACH	$2,850.00	$48,450.00
X	XXXXXE03	HANDHOLE, SPECIAL, TYPE B (24"X36")	20	EACH	$5,300.00	$106,000.00
X	XXXXXE04	HANDHOLE, SPECIAL, TYPE C (30"X48")	9	EACH	$9,250.00	$83,250.00

Bid #2025-43 North Main Street Project					Stark Excavating, Inc	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
Total						$736,011.25

BID #2025-43 - ALTERNATE #2 CONTINGENCY

Contingency - These line items in Alternate #2 shall be used for unforeseen issues which may arise during the project. Use of the Contingency line items shall be at the City sole discretion and must be pre-approved by the City.

Bid #2025-43 - Alternate #2 Contingency					Stark Excavating, Inc	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
X	COB10901	CONTINGENCY	1	L SUM	$23,000.00	$23,000.00
Total						$23,000.00

BID #2025-43 NORTH MAIN STREET PROJECT

Base Bid Alternate #3 - This Alternate adjusts the Completion Dates for the contract. It may be awarded in lieu of the Base Bid at the City's sole discretion. The Base Bid and Base Bid Alternate #3 will not both be awarded. Contingency will also only be awarded to either the Base Bid or Base Bid Alternate #3. Contract Times for Base Bid Alternate #3 - All work required in this contract for Phase A, excluding the ring structure work in Alternate 1, shall be substantially completed on or before November 21, 2025. It is expected that work on Phases B and C not requiring the full closure of Main Street will be started following Phase A with any time remaining before November 21, 2025. Potential examples may include tree removal, utility potholing, or vault remediation. No open excavations will be allowed to remain open over the mandatory winter construction shutdown period. Temporary concrete sidewalk may be used with the approval of the Engineer. All work required in this contract for Phases B and C, and the ring structure work in Alternate 1, shall be substantially completed on or before November 20, 2026. The Contractor shall finalize construction work for all phases (A, B, C, and D) on or before July 31, 2027. These contract times shall not be amended due to inclement weather, nor by the mandatory winter construction shutdown periods from November 22, 2025 through January 4, 2026 and from November 21, 2026 through January 3, 2027. The Contractor will not be allowed any additional days to complete any remaining finish grading, seeding, and landscaping.

Bid #2025-43 North Main Street Project					Stark Excavating, Inc	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
X	20100110	TREE REMOVAL (6 TO 15 UNITS DIAMETER)	112	UNIT	$240.00	$26,880.00
X	20100210	TREE REMOVAL (OVER 15 UNITS DIAMETER)	17	UNIT	$240.00	$4,080.00
X	20101000	TEMPORARY FENCE	130	FOOT	$10.50	$1,365.00
X	20101100	TREE TRUNK PROTECTION	1	EACH	$1,800.00	$1,800.00
X	21101505	TOPSOIL EXCAVATION AND PLACEMENT	112	CU YD	$183.00	$20,496.00
X	28000500	INLET AND PIPE PROTECTION	19	EACH	$400.00	$7,600.00
X	28000510	INLET FILTERS	19	EACH	$400.00	$7,600.00
X	35101400	AGGREGATE BASE COURSE, TYPE B	2450	TON	$103.00	$252,350.00
X	40201000	AGGREGATE FOR TEMPORARY ACCESS	570	TON	$183.00	$104,310.00
X	40602978	HOT-MIX ASPHALT BINDER COURSE, IL- 9.5, N50	1074	TON	$294.00	$315,756.00
X	40800029	BITUMINOUS MATERIALS (TACK COAT)	2354	POUND	$0.75	$1,765.50
X	42000200	PORTLAND CEMENT CONCRETE PAVEMENT 7"	349	SQ YD	$233.50	$81,491.50
X	42300400	PORTLAND CEMENT CONCRETE DRIVEWAY PAVEMENT, 8 INCH	91	SQ YD	$175.00	$15,925.00
X	42400300	PORTLAND CEMENT CONCRETE SIDEWALK 6 INCH	25300	SQ FT	$20.25	$512,325.00
X	42400800	DETECTABLE WARNINGS	430	SQ FT	$44.50	$19,135.00
X	44000100	PAVEMENT REMOVAL	8515	SQ YD	$57.00	$485,355.00

Bid #2025-43 North Main Street Project					Stark Excavating, Inc	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
X	44000300	CURB REMOVAL	3409	FOOT	$8.75	$29,828.75
X	44000600	SIDEWALK REMOVAL	35296	SQ FT	$4.25	$150,008.00
X	44201735	CLASS D PATCHES, TYPE IV, 7 INCH	58	SQ YD	$344.00	$19,952.00
X	50800105	REINFORCEMENT BARS	9090	POUND	$3.00	$27,270.00
X	51603000	DRILLED SHAFT IN SOIL	34	CU YD	$3,850.00	$130,900.00
X	550A0340	STORM SEWERS, CLASS A, TYPE 2 12"	275	FOOT	$160.00	$44,000.00
X	550A0380	STORM SEWERS, CLASS A, TYPE 2 18"	56	FOOT	$245.00	$13,720.00
X	550A0410	STORM SEWERS, CLASS A, TYPE 2 24"	292	FOOT	$248.00	$72,416.00
X	550A0660	STORM SEWERS, CLASS A, TYPE 3 15"	81	FOOT	$234.00	$18,954.00
X	550A0710	STORM SEWERS, CLASS A, TYPE 3 24"	213	FOOT	$255.00	$54,315.00
X	56400300	FIRE HYDRANTS TO BE ADJUSTED	3	EACH	$2,800.00	$8,400.00
X	56400500	FIRE HYDRANTS TO BE REMOVED	1	EACH	$2,400.00	$2,400.00
X	60108500	PIPE UNDERDRAINS 12" (SPECIAL)	844	FOOT	$27.00	$22,788.00
X	60218400	MANHOLES, TYPE A, 4'-DIAMETER, TYPE 1 FRAME, CLOSED LID	6	EACH	$7,050.00	$42,300.00
X	60219100	MANHOLES, TYPE A, 4'-DIAMETER, TYPE 9 FRAME AND GRATE	2	EACH	$7,050.00	$14,100.00
X	60221100	MANHOLES, TYPE A, 5'-DIAMETER, TYPE 1 FRAME, CLOSED LID	2	EACH	$7,800.00	$15,600.00

Bid #2025-43 North Main Street Project					Stark Excavating, Inc	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
X	60221800	MANHOLES, TYPE A, 5'-DIAMETER, TYPE 9 FRAME AND GRATE	1	EACH	$7,800.00	$7,800.00
X	60223800	MANHOLES, TYPE A, 6'-DIAMETER, TYPE 1 FRAME, CLOSED LID	2	EACH	$14,200.00	$28,400.00
X	60240301	INLETS, TYPE B, TYPE 8 GRATE	3	EACH	$3,550.00	$10,650.00
X	60255500	MANHOLES TO BE ADJUSTED	5	EACH	$1,750.00	$8,750.00
X	60255800	MANHOLES TO BE ADJUSTED WITH NEW TYPE 1 FRAME, CLOSED LID	1	EACH	$2,200.00	$2,200.00
X	60500040	REMOVING MANHOLES	13	EACH	$2,150.00	$27,950.00
X	60500050	REMOVING CATCH BASINS	2	EACH	$1,500.00	$3,000.00
X	60500060	REMOVING INLETS	12	EACH	$1,500.00	$18,000.00
X	60600605	CONCRETE CURB, TYPE B	641	FOOT	$112.50	$72,112.50
X	60604400	COMBINATION CONCRETE CURB AND GUTTER, TYPE B-6.18	1604	FOOT	$107.50	$172,430.00
X	60604500	COMBINATION CONCRETE CURB AND GUTTER, TYPE B-6.18 (ABUTTING EXISTING PAVEMENT)	130	FOOT	$123.00	$15,990.00
X	60604700	COMBINATION CONCRETE CURB AND GUTTER, TYPE B-6.18 (MODIFIED)	1006	FOOT	$107.50	$108,145.00
X	67100100	MOBILIZATION	1	L SUM	$1,687,764.70	$1,687,764.70
X	70307120	TEMPORARY PAVEMENT MARKING - LINE 4" - TYPE IV TAPE	837	FOOT	$1.90	$1,590.30

Bid #2025-43 North Main Street Project					Stark Excavating, Inc	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
X	72000100	SIGN PANEL - TYPE 1	189	SQ FT	$48.00	$9,072.00
X	72800100	TELESCOPING STEEL SIGN SUPPORT	321	FOOT	$144.00	$46,224.00
X	78000100	THERMOPLASTIC PAVEMENT MARKING - LETTERS AND SYMBOLS	416	SQ FT	$14.50	$6,032.00
X	78000400	THERMOPLASTIC PAVEMENT MARKING - LINE 6"	194	FOOT	$3.50	$679.00
X	78000650	THERMOPLASTIC PAVEMENT MARKING - LINE 24"	1039	FOOT	$15.00	$15,585.00
X	78001100	PAINT PAVEMENT MARKING - LETTERS AND SYMBOLS	96	SQ FT	$9.50	$912.00
X	78001130	PAINT PAVEMENT MARKING - LINE 6"	1674	FOOT	$4.25	$7,114.50
X	78001150	PAINT PAVEMENT MARKING - LINE 12"	803	FOOT	$8.75	$7,026.25
X	78001180	PAINT PAVEMENT MARKING - LINE 24"	26	FOOT	$17.50	$455.00
X	80400100	ELECTRIC SERVICE INSTALLATION	3	EACH	$18,950.00	$56,850.00
X	81028320	UNDERGROUND CONDUIT, PVC, 1" DIA.	3082	FOOT	$43.75	$134,837.50
X	81028350	UNDERGROUND CONDUIT, PVC, 2" DIA.	3078	FOOT	$50.25	$154,669.50
X	81028370	UNDERGROUND CONDUIT, PVC, 3" DIA.	185	FOOT	$156.75	$28,998.75
X	81702120	ELECTRIC CABLE IN CONDUIT, 600V (XLP-TYPE USE) 1/C NO. 8	32628	FOOT	$8.75	$285,495.00
X	81702140	ELECTRIC CABLE IN CONDUIT, 600V (XLP-TYPE USE) 1/C NO. 4	1500	FOOT	$17.00	$25,500.00
X	83600200	LIGHT POLE FOUNDATION, 24" DIAMETER	276	FOOT	$1,155.00	$318,780.00

Bid #2025-43 North Main Street Project					Stark Excavating, Inc	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
X	84200500	REMOVAL OF LIGHTING UNIT, SALVAGE	44	EACH	$1,725.00	$75,900.00
X	84200804	REMOVAL OF POLE FOUNDATION	44	EACH	$400.00	$17,600.00
X	89502375	REMOVE EXISTING TRAFFIC SIGNAL EQUIPMENT	1	EACH	$59,350.00	$59,350.00
X	89502380	REMOVE EXISTING HANDHOLE	48	EACH	$1,025.00	$49,200.00
X	A2000320	TREE, ACER MIYABEI MORTON (STATE STREET MIYABE MAPLE), 2-1/2" CALIPER, BALLED AND BURLAPPED	2	EACH	$1,250.00	$2,500.00
X	A2001820	TREE, ACER SACCHARUM GREEN MOUNTAIN (GREEN MOUNTAIN SUGAR MAPLE), 2-1/2" CALIPER, BALLED AND BURLAPPED	3	EACH	$1,350.00	$4,050.00
X	A2002502	TREE, CARPINUS BETULUS FASTIGIATA (COLUMNAR EUROPEAN HORNBEAM), 3" CALIPER, BALLED AND BURLAPPED	3	EACH	$1,350.00	$4,050.00
X	A2004524	TREE, GINKGO BILOBA PRINCETON SENTRY (PRINCETON SENTRY GINKGO), 3" CALIPER, BALLED AND BURLAPPED	2	EACH	$1,250.00	$2,500.00
X	A2004617	TREE, GLEDITSIA TRIACANTHOS VAR. INERMIS DRAVES (STREET KEEPER HONEYLOCUST), 2-1/2" CALIPER, BALLED AND BURLAPPED	4	EACH	$1,300.00	$5,200.00
X	A2005620	TREE, OSTRYA VIRGINIANA (AMERICAN HOPHORNBEAM), 2-1/2" CALIPER, BALLED AND BURLAPPED	3	EACH	$1,350.00	$4,050.00
X	A2007720	TREE, TAXODIUM DISTICHUM SHAWNEE BRAVE (SHAWNEE BRAVE BALD CYPRESS), 2-1/2" CALIPER, BALLED AND BURLAPPED	3	EACH	$1,300.00	$3,900.00
X	A2008453	TREE, ULMUS ACCOLADE (HYBRID ELM), 3" CALIPER, BALLED AND BURLAPPED	3	EACH	$1,250.00	$3,750.00

Bid #2025-43 North Main Street Project					Stark Excavating, Inc	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
X	A3005208	TREE, ZELKOVA SERRATA MUSASHINO (MUSASHINO ZELKOVA), 2" CALIPER, TREE FORM, BALLED AND BURLAPPED	3	EACH	$1,350.00	$4,050.00
X	B2006320	TREE, SYRINGA RETICULATA IVORY SILK (IVORY SILK JAPANESE TREE LILAC), 2-1/2" CALIPER, TREE FORM, BALLED AND BURLAPPED	3	EACH	$1,250.00	$3,750.00
X	C2001120	SHRUB, CEANOTHUS AMERICANUS (NEW JERSEY TEA), CONTAINER GROWN, 3-GALLON	19	EACH	$117.00	$2,223.00
X	D20014G3	EVERGREEN, JUNIPERUS SABINA BUFFALO (BUFFALO JUNIPER), 3-GALLON, WELL-DEVELOPED	21	EACH	$160.00	$3,360.00
X	K0012980	PERENNIAL PLANTS, ORNAMENTAL TYPE, QUART POT	7	UNIT	$2,240.00	$15,680.00
X	K0012990	PERENNIAL PLANTS, ORNAMENTAL TYPE, GALLON POT	3.29	UNIT	$3,400.00	$11,186.00
X	K0013020	PERENNIAL PLANTS, PRAIRIE TYPE, GALLON POT	4.55	UNIT	$3,500.00	$15,925.00
X	K1005418	TEMPORARY SEEDING	0.1	ACRE	$10,500.00	$1,050.00
X	X0320090	PARK BENCH REMOVAL AND RELOCATION	1	EACH	$2,300.00	$2,300.00
X	X0322102	TEMPORARY SIDEWALK RAMP	18	EACH	$2,650.00	$47,700.00
X	X0323706	TRASH RECEPTACLE RELOCATION	10	EACH	$2,500.00	$25,000.00
X	X0326806	WASHOUT BASIN	1	L SUM	$280,300.00	$280,300.00
X	X0327149	RELOCATE BENCH	7	EACH	$2,300.00	$16,100.00
X	X0327997	TRASH RECEPTACLES	10	EACH	$2,350.00	$23,500.00

Bid #2025-43 North Main Street Project					Stark Excavating, Inc	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
X	X0540000	BRICK PAVERS	10740	SQ FT	$43.00	$461,820.00
X	X1200085	HYDROSTATIC TESTING AND DISINFECTION WATERMAINS (SPECIAL)	1	L SUM	$18,400.00	$18,400.00
X	X1700013	COLORED SURFACE	168	SQ FT	$85.00	$14,280.00
X	X1700029	FLUSH CONCRETE RESTRAINT	61	FOOT	$135.00	$8,235.00
X	X2010106	TREE REMOVAL (UNDER 6 UNITS DIAMETER)	56	UNIT	$240.00	$13,440.00
X	X2110100	TOPSOIL FURNISH AND PLACE (SPECIAL)	488	CU YD	$131.50	$64,172.00
X	X2520700	SODDING (SPECIAL)	450	SQ YD	$41.00	$18,450.00
X	X5090850	ORNAMENTAL RAILING	54	FOOT	$405.00	$21,870.00
X	X5610001	CLEANOUTS	9	EACH	$1,525.00	$13,725.00
X	X5610300	DUCTILE IRON WATERMAIN, 6” (SPECIAL)	79	FOOT	$187.00	$14,773.00
X	X5610310	DUCTILE IRON WATERMAIN, 8” (SPECIAL)	927	FOOT	$296.00	$274,392.00
X	X5610500	DUCTILE IRON FITTINGS (SPECIAL)	2362	POUND	$18.25	$43,106.50
X	X5610800	GATE VALVE, 8” WITH VALVE BOX (SPECIAL)	7	EACH	$3,000.00	$21,000.00
X	X5610810	GATE VALVE, 6” WITH VALVE BOX (SPECIAL)	2	EACH	$2,200.00	$4,400.00
X	X5630300	WATER SERVICE CONNECTION, 2” (SPECIAL)	20	EACH	$6,675.00	$133,500.00

Bid #2025-43 North Main Street Project					Stark Excavating, Inc	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
X	X5630301	WATER SERVICE CONNECTION, 6” (SPECIAL)	3	EACH	$7,100.00	$21,300.00
X	X5630305	EXISTING WATER SERVICE TESTING, LESS THAN 4" (SPECIAL)	20	EACH	$3,300.00	$66,000.00
X	X5630306	EXISTING WATER SERVICE TESTING, 4" AND GREATER (SPECIAL)	3	EACH	$5,300.00	$15,900.00
X	X5630500	LEAD SERVICE LINE REPLACEMENT, 1 ½” (SPECIAL)	1	EACH	$11,000.00	$11,000.00
X	X5630505	LEAD SERVICE LINE REPLACEMENT, 2” (SPECIAL)	2	EACH	$14,000.00	$28,000.00
X	X5630900	WATERMAIN AND WATER SERVICE ABANDONMENT, 6” (SPECIAL)	5	EACH	$7,100.00	$35,500.00
X	X5630910	WATER SERVICE LINE ABANDONMENT, 2” AND LESS (SPECIAL)	13	EACH	$4,000.00	$52,000.00
X	X5630920	WATER VALVE ABANDONMENT (SPECIAL)	25	EACH	$375.00	$9,375.00
X	X5630930	WATER VALVE ADJUSTMENT (SPECIAL)	65	EACH	$560.00	$36,400.00
X	X5640150	FIRE HYDRANT ASSEMBLY COMPLETE (SPECIAL)	2	EACH	$12,650.00	$25,300.00
X	X6022230	MANHOLES, TYPE A, 4'-DIAMETER, WITH SPECIAL FRAME AND GRATE	2	EACH	$7,500.00	$15,000.00
X	X6022930	MANHOLES, TYPE A, 5'-DIAMETER, WITH SPECIAL FRAME AND GRATE	7	EACH	$8,150.00	$57,050.00
X	X6024090	MANHOLES, TYPE A, 6'-DIAMETER, WITH SPECIAL FRAME AND GRATE	2	EACH	$12,200.00	$24,400.00
X	X6024503	INLETS TO BE ADJUSTED WITH NEW FRAME AND GRATE (SPECIAL)	1	EACH	$2,550.00	$2,550.00

Bid #2025-43 North Main Street Project					Stark Excavating, Inc	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
X	X6025604	PROPOSED MANHOLE/CATCH BASIN CONNECTION OVER EXISTING STORM SEWER	1	EACH	$75,200.00	$75,200.00
X	X6640618	ORNAMENTAL FENCE	308	FOOT	$197.00	$60,676.00
X	X7010216	TRAFFIC CONTROL AND PROTECTION, (SPECIAL)	1	L SUM	$38,400.00	$38,400.00
X	X8130130	JUNCTION BOX TO BE ADJUSTED	1	EACH	$6,700.00	$6,700.00
X	X8950075	REMOVE EXISTING LIGHTING CONTROLLER AND SALVAGE	1	EACH	$10,250.00	$10,250.00
X	XXXXXE02	HANDHOLE, SPECIAL, TYPE A (12"X12")	45	EACH	$2,850.00	$128,250.00
X	XXXXXE05	QUAD RECEPTACLE	7	EACH	$3,775.00	$26,425.00
X	XXXXXE06	DMX WIRING	3726	FOOT	$25.00	$93,150.00
X	XXXXXE08	AMPHITHEATER LIGHTING	1	L SUM	$260,800.00	$260,800.00
X	XXXXXE09	LIGHTING ASSEMBLY, SPECIAL, AREA LIGHT (AL)	8	EACH	$15,350.00	$122,800.00
X	XXXXXE10	ORNAMENTAL LIGHT UNIT PEDESTRIAN LIGHT (PL)	31	EACH	$10,500.00	$325,500.00
X	XXXXXE11	EV STATION	1	EACH	$53,250.00	$53,250.00
X	XXXXXE12	REFURBISHED GLOBE LIGHT (GL)	7	EACH	$46,700.00	$326,900.00
X	XXXXXE13	SOLID-STATE CONTROLLER AND REMOTE CONTROL EQUIPMENT	1	L SUM	$265,000.00	$265,000.00
X	XXXXXE14	LIGHTING CONTROLLER, SPECIAL (LC-1, LC-2, LC-3)	3	EACH	$74,150.00	$222,450.00

Bid #2025-43 North Main Street Project					Stark Excavating, Inc	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
X	XXXXXE15	DIGITAL MESSAGE SIGN (DS)	3	EACH	$69,600.00	$208,800.00
X	XXXXXE16	TEMPORARY LIGHTING	1	L SUM	$360,750.00	$360,750.00
X	XXXXXX01	POLYMERIZED HOT-MIX ASPHALT SURFACE COURSE, STONE MATRIX ASPHALT, 9.5, MIX "D", N80	293	TON	$320.00	$93,760.00
X	XXXXXX02	BICYCLE RACK REMOVAL AND SALVAGE	3	EACH	$150.00	$450.00
X	XXXXXX03	BRICK PAVERS - BORDER	2170	SQ FT	$43.00	$93,310.00
X	XXXXXX04	PERMEABLE BRICK PAVERS	25910	SQ FT	$35.50	$919,805.00
X	XXXXXX05	CONCRETE TREE BED CURB	700	FOOT	$127.25	$89,075.00
X	XXXXXX06	PLANTER CURB	275	FOOT	$144.00	$39,600.00
X	XXXXXX08	RELOCATED PLANTER	13	EACH	$600.00	$7,800.00
X	XXXXXX09	PLANTER - ROUND	12	EACH	$3,700.00	$44,400.00
X	XXXXXX10	PLANTER - RECTANGULAR	15	EACH	$4,800.00	$72,000.00
X	XXXXXX11	SHRUB, ARONIA MELANOCARPA 'GROUND HOG' (GROUND HOG BLACK CHOKEBERRY), CONTAINER GROWN, 3-GALLON	11	EACH	$160.00	$1,760.00
X	XXXXXX12	SHRUB, HYDRANGEA PANICULATA 'BOBO' (BOBO PANICLE HYDRANGEA, CONTAINER GROWN, 5-GALLON	11	EACH	$160.00	$1,760.00
X	XXXXXX13	SHRUB, SPIRAEA X DOUBLE PLAY DOOZIE (DOUBLE PLAY DOOZIE SPIREA), CONTAINER GROWN, 3-GALLON	26	EACH	$160.00	$4,160.00

Bid #2025-43 North Main Street Project					Stark Excavating, Inc	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
X	XXXXXX14	CONCRETE BAGS BOARDS	2	EACH	$2,350.00	$4,700.00
X	XXXXXX15	GAME TABLE	2	EACH	$14,400.00	$28,800.00
X	XXXXXX16	UNDERGROUND DETENTION SYSTEM	14678	CU FT	$19.50	$286,221.00
X	XXXXXX17	RING STRUCTURE COLUMNS	1	L SUM	$138,200.00	$138,200.00
X	XXXXXX18	AMPHITHEATER SEAT WALLS	1	L SUM	$285,800.00	$285,800.00
X	XXXXXX19	AMPHITHEATER RAILING	64	FOOT	$420.00	$26,880.00
X	XXXXXX20	ADJUSTING VALVES	6	EACH	$875.00	$5,250.00
X	XXXXXX21	VAULT REMEDIATION (103 W JEFFERSON ST)	1	EA	$152,850.00	$152,850.00
X	XXXXXX22	WALL HYDRANT ADJUSTMENT (SPECIAL)	1	EACH	$250.00	$250.00
X	XXXXXX24	ADJUSTING CLEANOUTS	1	EACH	$300.00	$300.00
X	XXXXXX27	BOLLARDS - RETRACTABLE	6	EACH	$3,150.00	$18,900.00
X	XXXXXX28	BOLLARDS - FLEXIBLE	33	EACH	$1,050.00	$34,650.00
X	XXXXXX29	RELOCATED ROUTE 66 EXPERIENCE HUB	1	EACH	$8,200.00	$8,200.00
X	XXXXXX30	RELOCATED LOOKING FOR LINCOLN SIGN	1	EACH	$9,300.00	$9,300.00
X	XXXXXX32	PORTLAND CEMENT CONCRETE SIDEWALK WITH INTEGRAL CURB	641	SQ FT	$53.00	$33,973.00
X	XXXXXX33	FURNISHING ROW MONITORING SENSORS	1	L SUM	$14,300.00	$14,300.00

Bid #2025-43 North Main Street Project					Stark Excavating, Inc	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
X	XXXXXX35	ROOT BARRIER	600	FOOT	$30.00	$18,000.00
X	XXXXXX36	TRASH CONTAINER - 2 MODULE	1	EACH	$10,250.00	$10,250.00
X	XXXXXX37	TRENCH BACKFILL TYPE 1 (SPECIAL)	603	FOOT	$10.25	$6,180.75
X	XXXXXX38	TRENCH BACKFILL TYPE 2 (SPECIAL)	929	FOOT	$120.00	$111,480.00
X	XXXXXX39	INLETS, SPECIAL, TYPE H, (3' X 2'), WITH SPECIAL FRAME AND GRATE	2	EACH	$3,600.00	$7,200.00
X	XXXXXX40	INLINE CHECK VALVE	1	EACH	$15,400.00	$15,400.00
X	XXXXXX41	REMOVE EXISTING CAMERA POLE, SALVAGE	2	EACH	$1,300.00	$2,600.00
X	XXXXXX42	VAULT REMEDIATION (301 N MAIN ST)	1	EA	$190,400.00	$190,400.00
X	XXXXXX43	VAULT REMEDIATION (310 N MAIN ST)	1	EA	$126,550.00	$126,550.00
X	XXXXXX44	VAULT REMEDIATION (311 N MAIN ST)	1	EA	$88,100.00	$88,100.00
X	XXXXXX45	VAULT REMEDIATION (315 N MAIN ST)	1	EA	$87,500.00	$87,500.00
X	XXXXXX46	VAULT REMEDIATION (316 N MAIN ST)	1	EA	$135,800.00	$135,800.00
X	XXXXXX47	VAULT REMEDIATION (417 N MAIN ST)	1	EA	$113,400.00	$113,400.00
X	XXXXXX48	VAULT REMEDIATION (319 N MAIN ST)	1	EA	$126,950.00	$126,950.00
X	XXXXXX49	VAULT REMEDIATION (420 N MAIN ST)	1	EA	$111,350.00	$111,350.00

Bid #2025-43 North Main Street Project					Stark Excavating, Inc	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
X	XXXXXX50	VAULT REMEDIATION (608 N MAIN ST)	1	EA	$106,100.00	$106,100.00
X	XXXXXX51	VAULT REMEDIATION (620 N MAIN ST)	1	EA	$78,800.00	$78,800.00
X	XXXXXX52	CONCRETE SUPPORT CRADLE	2	EACH	$7,000.00	$14,000.00
X	XXXXXX53	HIGH-EARLY-STRENGTH PORTLAND CEMENT CONCRETE SIDEWALK 6"	3970	SQ FT	$35.00	$138,950.00
X	XXXXXX54	SIDEWALK CORES - 6" DIAMETER	10	EACH	$700.00	$7,000.00
X	XXXXXX55	STORM SEWER REMOVAL	795	FOOT	$155.00	$123,225.00
X	XXXXXX56	PORTLAND CEMENT CONCRETE PAVEMENT 15" (SPECIAL)	206	SQ YD	$453.00	$93,318.00
X	XXXXXX57	RELOCATED MAILBOX	1	EACH	$475.00	$475.00
X	XXXXXX58	TRASH CONTAINER - 3 MODULE	8	EACH	$14,850.00	$118,800.00
X	XXXXXX59	TRASH CONTAINER - 4 MODULE	2	EACH	$19,100.00	$38,200.00
X	XXXXXX60	TABLE REMOVAL AND SALVAGE	2	EACH	$250.00	$500.00
X	XXXXXX61	VAULT REMEDIATION (415 N MAIN ST)	1	EA	$120,300.00	$120,300.00
X	XXXXXX62	VAULT REMEDIATION (419 N MAIN ST)	1	EA	$112,300.00	$112,300.00
X	Z0001110	GAS VALVE TO BE ADJUSTED	28	EACH	$400.00	$11,200.00
X	Z0003850	BENCHES	15	EACH	$3,025.00	$45,375.00

Bid #2025-43 North Main Street Project					Stark Excavating, Inc	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
X	Z0003855	BICYCLE RACK	14	EACH	$10,900.00	$152,600.00
X	Z0004002	BOLLARDS	25	EACH	$600.00	$15,000.00
X	Z0012450	CONCRETE STEPS	2	CU YD	$2,450.00	$4,900.00
X	Z0012455	CONCRETE STEP REMOVAL	1	EACH	$450.00	$450.00
X	Z0013798	CONSTRUCTION LAYOUT	1	L SUM	$27,500.00	$27,500.00
X	Z0044298	CONNECTION TO EXIST WATERMAIN - UNDER PRESSURE (SPECIAL)	2	EACH	$9,050.00	$18,100.00
X	Z0044299	CONNECTION TO EXIST WATERMAIN – NOT UNDER PRESSURE (SPECIAL)	7	EACH	$8,150.00	$57,050.00
X	Z0044300	HYDRA-STOP, 4" TO 12" (SPECIAL)	4	EACH	$4,675.00	$18,700.00
X	Z0056672	STORM SEWERS, TYPE 2, WATER MAIN QUALITY PIPE, 24"	95	FOOT	$263.00	$24,985.00
X	Z0056675	STORM SEWERS, TYPE 2, WATER MAIN QUALITY PIPE, 30"	279	FOOT	$279.00	$77,841.00
X	Z0056678	STORM SEWERS, TYPE 2, WATER MAIN QUALITY PIPE, 36"	318	FOOT	$378.00	$120,204.00
Total						$15,676,500.00

BID #2025-43 - BASE BID ALTERNATE #3 CONTINGENCY

Contingency - These line items in Alternate #3 shall be used for unforeseen issues which may arise during the project. Use of the Contingency line items shall be at the City sole discretion and must be pre-approved by the City.

Bid #2025-43 - Base Bid Alternate #3 Contingency					Stark Excavating, Inc	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
X	COB10902	CONTINGENCY	1	L SUM	$1,500,000.00	$1,500,000.00
Total						$1,500,000.00

CITY OF Bloomington ILLINOIS

CONSENT AGENDA ITEM NO. 7.J.

FOR COUNCIL: May 12, 2025

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and Action on a Resolution Approving 1) the Annual Renewal of the Agreement with Flock Group, Inc., for Existing Products, in the Amount of $20,900, and 2) the Annual Renewal of the Agreement with Flock Group, Inc., for Flock OS Software, in the Amount of $38,400, as requested by the Police 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 4a. Residents feeling safe in their homes and neighborhoods

BACKGROUND: The Bloomington Police Department's ("BPD") Strategic Plan and City's current community policing policy encompass the proactive use of new technologies in concert with investigative procedures that are cost-effective while increasing departmental efficiencies and community transparency. The great majority of crimes in the City involve the use of a vehicle and, because of this, BPD has been building and deploying a Public Safety Camera System ("PSCS") since 2012 to aid in investigations. The addition of Automatic License Plate Readers ("ALPR") in Bloomington is used as an additional technology tool to assist BPD in enhancing public safety in areas impacted by violent crimes, major organized retail thefts, and near locations of frequent vehicle crashes. The City's current PSCS has been utilized to solve numerous crimes, including homicides, weapons offenses, sexual assaults, grand thefts, and major traffic crashes.

The addition of the ALPRs working in conjunction with the PSCS has significantly increased the effectiveness of our Public Safety cameras and has been instrumental during the investigation of violent crime in the Bloomington Area. The system has worked as anticipated and reduced the amount of staff time to manually review video footage. The ALPR uses cloud-based machine learning processes. These processes have allowed our agency to instantly compare vehicles seen on their PSCS systems and compare that footage with still images of vehicles recorded on pole-mounted ALPRS systems. Using this automated matching process has significantly reduced the investigative efforts, which led to several arrests for violent crimes in the Bloomington Area. The use of the ALPR technology has also improved the City's crash investigations, assisted in missing persons/abduction cases, and reduced potential bias in departmental traffic stops by being able to single out and identify the individuals and vehicles engaging in criminal activity.

The City will utilize Flock Group, Inc. ("Flock") as a limited source due to the previous capital investment with Flock which will allow staff to maintain the current infrastructure. In addition, staff have had positive service, support, and overall satisfaction with Flock in general. The purchase will be used for the following:

The first renewal of an agreement includes a payment of $20,900 for the following existing products: One Flex (a portable camera); 10 Wing License Plate Readers (LPR); and 100 Wing video management system (VMS) integrations.

- Flex is a single portable Automatic License Plate Reader (ALPR) used in criminal investigations.
    - Wings are software/hardware integrations that allow a City-owned camera to be converted to an ALPR reader.
    - Wing VMS integrations allow us to import various video feeds into our Real Time Crime Center system.

The second renewal of an agreement includes a payment of $30,000 for Year 2 of the FLOCK OS (Operating System) as well as the add-on feature of Free Form, an Artificial Intelligence ("AI") software, for $8,400. The cost of both the renewal and add-on feature is $38,4000.

Both of these support the Attorney General Organized Retail Theft Grant.

- The OS is the main software for use in the Real Time Information Center. The software allows us to aggregate 14 different technology platforms into just one platform. The platform can then display all data from these systems on a live map in the squad cars as well as on police computers in the station.
    - Free Form is a new AI product that allows the Real Time Information Center to conduct text-based searches of still images as well as recorded video. The AI product also allows the City to use plain English to drive searches across weeks of video images.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Public Safety & Community Relations Board

FINANCIAL IMPACT: If approved, the City will Renew the Agreement with Flock Group, Inc., for Existing Products which include One Flex (a portable camera); 10 Wing License Plate Readers (LPR); and 100 Wing video management system (VMS) integrations, in the Amount of $20,900, and the Annual Renewal of the Agreement with Flock Group, Inc. (“Flock”), for Flock OS Software including the add-on feature of Free Form, an Artificial Intelligence ("AI") software, for $8,400., in the Amount of $38,400. The $20,900 will be paid from Police-Other Professional and Technical Services account (10015110-70220), and the remaining $38,400 purchased from the Police-Other Professional and Technical Services-DCEO Violence Reduction Grant account (10015110-70220-34500). Stakeholders can locate this in the FY 2026 Proposed Budget Book titled "Budget Overview & General Fund" on page 195.

Respectfully submitted for consideration.

Prepared by: Amber Nigliaccio, Office Manager

ATTACHMENTS:
PD 2B Resolution
PD 2C Resolution - Exhibit A
PD 2D Resolution - Exhibit B

PD 2E Limited Source Justification

RESOLUTION NO. 2025 - ____

A RESOLUTION APPROVING 1) THE ANNUAL RENEWAL OF THE AGREEMENT WITH FLOCK GROUP, INC., FOR EXISTING PRODUCTS, IN THE AMOUNT OF $20,900; AND 2) THE ANNUAL RENEWAL OF THE AGREEMENT WITH FLOCK GROUP, INC., FOR FLOCK OS SOFTWARE, IN THE AMOUNT OF $38,400

WHEREAS, subject to the provisions of the City Code, staff are recommending the approval of the annual renewal of the agreement with Flock Group, Inc., for existing products, in the amount of $20,900, and the annual renewal of the agreement with Flock Group, Inc. ("Flock"), for Flock OS Software, in the amount of $38,400, for a total of $59,300; and

WHEREAS, a detailed invoice for existing products (Exhibit A) and an invoice for the Flock OS Software (Exhibit B) are attached; and

WHEREAS, the previous capital investment with Flock allows the City to maintain the infrastructure currently in place; and

WHEREAS, staff have had positive service, support, and overall satisfaction with Flock in general; and

WHEREAS, the proprietary interaction between the line of Flock products and the various systems already in place locally and nationwide; and

WHEREAS, the renewal consists of annual payment for one flex (a portable camera), 10 Wing License Plate Readers (LPR), and 100 video management system (VMS) integrations; and

WHEREAS, the Purchase of Flock OS Software consists of Operating System Year 2 and Free Form, which will support the Attorney General Organized Retail Theft Grant as the main software for the Real Time Information Center; and

WHEREAS, the City Council finds it in the best interest of the City to approve the renewals outlined in Exhibits A and B.

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

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

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

PASSED this 12th day of May 2025.

APPROVED this ___ day of May 2025.

CITY OF BLOOMINGTON	**ATTEST**
______________________________	______________________________
Dan Brady, Mayor	Leslie Smith-Yocum, City Clerk

EXHIBIT A

INVOICE

Flock Group Inc dba Flock Safety
www.flocksafety.com

Invoice Number	INV-58859
Invoice Date:	2/26/2025
Due Date:	3/28/2025
Payment Terms:	Net 30
PO#:	

Bill To: IL - Bloomington PD

Bloomington, Illinois, 61701

Ship To: IL - Bloomington PD
305 South East Street
Bloomington, Illinois 61701

Billing Company Name:	IL - Bloomington PD
Billing Contact Name:	City of Bloomington Accounts Payable
Billing Email Address:	accountspayable@cityblm.org

Payment Terms:	Net 30
Contracted Billing Structure:	Annual

Notes: Renewal - IL - Bloomington EXP 3 OS/Falcon: Year 1 of 24 Month Term, 2025 - 2026

Please note a minor change to our invoices starting February 1, 2025 updating product/SKU names listed in each line item. This change is only to naming conventions and will not affect the products, functionality, or services you receive from Flock Safety. Please update your payment system to reflect these new product/SKU names as needed.

ITEMS	QTY	UNIT PRICE	SALES TAX	TOTAL
Flock Safety LPR Flex, fka Falcon Flex	1	$3,500.00	$0.00	$3,500.00
Flock Safety LPR Video Integration, fka Wing LPR	10	$1,500.00	$0.00	$15,000.00
Flock Safety Video Integration VMS, fka Wing	100	$24.00	$0.00	$2,400.00
FlockOS ™	1	$30,000.00	$0.00	$30,000.00

Unless otherwise noted on the Order Form, the Term shall commence upon first installation and validation of Flock Hardware.
Link to Location of Services:

Subtotal:	**$50,900.00**
Sales Tax:	**$0.00**
Credit:	**$30,000.00**
Payments:	**$0.00**
Balance Due:	**$20,900.00**

If you have questions about your invoice or need to update your billing contact information, please email billing@flocksafety.com **or call 866-901-1781, option 3.**

INVOICE

Flock Group Inc dba Flock Safety
www.flocksafety.com

Invoice Number	INV-58859
Invoice Date:	2/26/2025
Due Date:	3/28/2025
Payment Terms:	Net 30
PO#:	

Payment Remittance Information	
Pay by Check: Payable to: Flock Group Inc Memo: INV-58859 Mail to: PO Box 121923 Dallas, TX 75312-1923 *If paying by check, please include the remittance slip below.*	**Pay by ACH:** Account Legal Name: Flock Group Inc. Account Number: 3302113966 Account Type: Checking Routing / SWIFT Code: 121140399 / SVBKUS6S *If paying by ACH, please include your invoice number in the memo section of the ACH transfer request.*

Please be aware that failure to pay the invoice by the due date may result in an interest penalty or disconnection of service, as specified in your contract.

....

Detach and Return with Payment

Make Checks Payable to: Flock Group Inc

If sending via USPS:	Flock Group Inc PO Box 121923 Dallas, TX 75312-1923	Account:	IL - Bloomington PD
Or		Invoice #	INV-58859
If sending via UPS, FedEx or USPS:	Flock Group Inc 891923 1501 North Plano Rd. ste 100 Richardson, TX 75081	Amount Due:	**$20,900.00**
		Amount Enclosed:	$__________

EXHIBIT B

INVOICE

Flock Group Inc dba Flock Safety
www.flocksafety.com

Invoice Number	INV-61668
Invoice Date:	4/1/2025
Due Date:	5/1/2025
Payment Terms:	Net 30
PO#:	

Bill To: IL - Bloomington PD
305 South East Street
Bloomington, Illinois, 61701

Ship To: IL - Bloomington PD
305 South East Street
Bloomington, Illinois 61701

Billing Company Name: IL - Bloomington PD
Billing Contact Name: City of Bloomington Accounts Payable
Billing Email Address: accountspayable@cityblm.org
Notes: Amendment for contract Adding Freeform (Credit of 30,000 applied. Balance due of 8,400)

Payment Terms: Net 30
Contracted Billing Structure: Annual

Please note a minor change to our invoices starting February 1, 2025 updating product/SKU names listed in each line item. This change is only to naming conventions and will not affect the products, functionality, or services you receive from Flock Safety. Please update your payment system to reflect these new product/SKU names as needed.

ITEMS	QTY	UNIT PRICE	SALES TAX	TOTAL
Flock Safety Platform - FreeForm Add-On	1	$8,400.00	$0.00	$8,400.00
FlockOS™ Elite Package	1	$30,000.00	$0.00	$30,000.00

Unless otherwise noted on the Order Form, the Term shall commence upon first installation and validation of Flock Hardware.
Link to Location of Services:

Subtotal:	**$38,400.00**
Sales Tax:	**$0.00**
Credit:	**$0.00**
Payments:	**$0.00**
Balance Due:	**$38,400.00**

If you have questions about your invoice or need to update your billing contact information, please email billing@flocksafety.com **or call 866-901-1781, option 3.**

flock safety

INVOICE

Flock Group Inc dba Flock Safety
www.flocksafety.com

Invoice Number	INV-61668
Invoice Date:	4/1/2025
Due Date:	5/1/2025
Payment Terms:	Net 30
PO#:	

Payment Remittance Information	
Pay by Check: Payable to: Flock Group Inc Memo: INV-61668 Mail to: PO Box 121923 Dallas, TX 75312-1923 *If paying by check, please include the remittance slip below.*	**Pay by ACH:** Account Legal Name: Flock Group Inc. Account Number: 3302113966 Account Type: Checking Routing / SWIFT Code: 121140399 / SVBKUS6S *If paying by ACH, please include your invoice number in the memo section of the ACH transfer request.*

Please be aware that failure to pay the invoice by the due date may result in an interest penalty or disconnection of service, as specified in your contract.

Detach and Return with Payment

Make Checks Payable to: Flock Group Inc

If sending via USPS: Flock Group Inc
PO Box 121923
Dallas, TX 75312-1923

Or

If sending via UPS, FedEx or USPS: Flock Group Inc
891923
1501 North Plano Rd. ste 100
Richardson, TX 75081

Account:	IL - Bloomington PD
Invoice #	INV-61668
Amount Due:	**$38,400.00**
Amount Enclosed:	$__________

LIMITED SOURCE JUSTIFICATION

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

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

Vendor Name & #: Flock Group Inc #5419	Amount: $59,300	Date: 4/30/2025

Description of item/services:
The purchase of FlockOS Elite Package and Flock Safety Platform- FreeForm Add-On through the Retail Theft Grant.

The purchase of Flock Safety LPR Flex, Flock Safety LPR video integration, Flock Safety Video Integration, and Flock OS

Justification:
The police department is requesting this as a limited source for the following reasons:
*The previous investment with Flock allows up to maintain that infrastructure currently in place
*The positive service, support, and overall satisfaction with Flock in general
*The propriety interaction between the line of Flock products and the various systems already in place locally and nationwide.

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.

5/1/25

(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):

5/6/2025

Name and Signature of Purchasing Agent or Designee Date

City of Bloomington Illinois

CONSENT AGENDA ITEM NO. 7.K.

FOR COUNCIL: May 12, 2025

WARD IMPACTED: Ward 4

SUBJECT: Consideration and Action on an Ordinance Approving a Special Use Permit for a Multiple-Family Conversion Dwelling (3+ Units) with a Waiver of § 44-1040A for One Unit , in the R-2 (Mixed Residence) District, for the Property Located at 707 E. Empire Street (PIN: 21-04-227-004), as requested by the Legal Department and the Legal Department.

RECOMMENDED MOTION: The proposed Item be remanded back to the Zoning Board of Appeals for further consideration.

STRATEGIC PLAN LINK:
Goal 4. Strong Neighborhoods
Goal 5. Great Place - Livable, Sustainable City

STRATEGIC PLAN SIGNIFICANCE:
Objective 4b. Upgraded quality of older housing stock
Objective 5b. City decisions consistent with plans and policies

BACKGROUND: The Applicant, Christian Kazanowski , is requesting approval of a Special Use Permit to legalize an existing Multi-Family Conversion Dwelling (3+ units), with a waiver of § 44-1040A (the requirement for each unit to be at least 800 square feet) for one unit, on the property located at 707 E. Empire Street. At the meeting, the Development Services Department believed the standards to issue a special use permit were met, however the ZBA disagreed and recommended against the issuance. To ensure the findings are factually based and clear, Legal is recommending this be remanded to the ZBA for clarification on one of the standards before formal consideration by the City Council.

Summary of Request

- The requested permit would allow the Applicant to continue to use the property as a 3-unit residential rental property, as registered in the City's Rental Registry since 2022.
- Under the current Zoning Code, a Special Use Permit is required Multi-Family Conversion Dwelling (3+ units) uses in the R-2 (Mixed Residence) District.
- Sufficient off-street parking has been provided, and no open Property Maintenance Code violations exist as of 4/28/2025.
- A Use Provision waiver is included to allow a unit under 800 square feet; this unit has existed at the current size for an extended period of time and meets all Building Code requirements for minimum sizes of habitable areas.
- The Staff Report is attached.

Property Background

- 1930s-2004 - Structure operates as 3-unit rental
- 2004-2006 - Lapse in rental status, and update in Zoning Code, causes Special Use to be required for third unit occupancy.

- 2006-2007 - Special Use applied for (prior owner). Staff and ZBA unanimously recommend approval. Council denies permit.
- 2007-2021 - Property not registered with City Rental Registry.
- 2022 - Current property owner purchases
  - Property listed as 3-unit "as-is".
  - Exterior maintenance issues in court from the prior owner.
- 2022-2024 - Property registered and operating as 3-unit rental.
  - One "unregistered rental" and one "work without permit" complaint received; both rectified.
  - No complaints related to parking, maintenance or other property maintenance problems filed by tenants or other parties.
- 2024 - First rental inspection occurs, property owner corrects all deficient items, applies for Special Use Permit upon notification of requirement.

Case Background

- During review of the request, Staff found that the standards for review for granting a Special Use Permit are met, and recommended approval of the Special Use Permit.
- On January 15, 2025, the Zoning Board of Appeals held a public hearing and heard testimony related to parking issues in the area, past code enforcement issues, preference for local ownership, density concerns, history and configuration of the structure, and the expense/steps required to correct the property condition upon acquisition. The ZBA continued the item and requested an updated parking plan. The 01/15/2025 ZBA Meeting Minutes are available online here .
- The Applicant provided the requested information. Staff updated the report to the Board with addition information received from the Applicant and research related to assertions made during testimony at the first public hearing, continuing to recommend approval of the Special Use Permit.
- On Wednesday, March 26, 2025, the ZBA held a public hearing and heard testimony related to speculative property value/assessment impacts, behavioral issues of prior tenants, perceived negative impacts of rental properties, preference for local ownership and occupancy, problems related to shared driveways, configuration and updates made to the structure, lack of evidence of complaints related to the current owner and tenants, the assessment of rental properties at lower rates than other properties, and concerns related to the to the neighborhood in general. One Board Member recused themselves partway through the hearing. The draft minutes from this meeting are attached.

After discussion, the ZBA found the request did not meet one of the six standards for approval (criteria #2), and voted 4-0-1 to recommend denial of the Special Use Permit to the Council, by way of transmitting *ZBA Resolution Number 2025-01*, for the following reason(s):

> *Parking issues will continue to be a problem if the structure has three (3) units; if an adjacent property owner is attempting to sell their property then existing parking issues could cause a decrease in their ability to sell their property. In addition, issues with shared driveways are likely to increase with the existence of one additional unit. A 2-unit home might be seen as better aligning with neighborhood density requirements, reducing overcrowding concerns. Less potential drain on infrastructure, such as utilities, would be related to two (2) units, as opposed to three (3).*

Following the ZBA meeting, the Applicant contacted Staff regarding his willingness to adopt additional conditions that would alleviate the parking concerns expressed in opposing testimony. The Applicant has committed to the following (and the Ordinance proposed reflects):

- Installation of a 16-ft fence extending north from the eastern wall of the existing garage, along the property line shared with 709 E. Empire, to reduce the potential that tenants using the parking spaces in front of the garage would cut through the rear property line of 709 to access the alley;
- Installation of fencing to separate the parking space at the west of the existing garage from the main driveway, requiring access from the alley, effectively reducing the traffic on the shared driveway to the same traffic that would result from the permitted-by-right duplex; and
- Assignment of the parking spaces to specific units to prevent traffic on the shared driveway that could be created by tenants checking to see whether a certain space were available.
- These conditions are depicted in Exhibit B of the proposed Ordinance.

The Development Services Department believed the standards for a Special Use permit were met and should be awarded, with added conditions related to parking, for the following reasons:

- No new units are proposed for creation as part of the approval; the request is for legalization of a third unit that has existed and operated for the better part of a century.
- No open Property Maintenance Code violations existing as of 4/28/25. All units meet Building Code requirements for minimum habitable areas and appropriate egress.
- Off-street parking minimum required by the Zoning Code are met; all of the spaces are located outside of the shared driveway.
- Shared driveways exist throughout the community and may or may not cause issues, based on the awareness and behavior of resident(s) of either partner structure, regardless of ownership and occupancy status. This is not unique, and there is no evidence that the existence of two, versus three, units would prevent related issues.
- The location of the parking spaces does not prevent appropriate ingress/egress to the public street (Empire).
- Alternative methods for addressing neighbors' concerns with prior/potential tenant parking exist: fencing the adjacent rear property line to avoid cutting through to the alley, requesting/requiring striping of spots on the subject property, etc.
- Many 3-unit (and higher density) structures existing in the immediate vicinity. *More* than 3 units could be approved with Special Use, which has already been identified as "potentially appropriate" as part of the zoning district. If only 1- and 2-unit structures should be allowed in this neighborhood, regardless of whether standards can be met on a specific property, a comprehensive review of the appropriate zoning for this area should be undertaken.
- There is no evidence that infrastructure insufficiency exists that would negatively impact the ability of this property to function as a 3-unit, and/or the ability of other property owners in the immediate vicinity to continue/improve reasonable use of their properties. To the contrary, the property has been functionally operating with 3-units for multiple years, each with separate heating/cooling and electrical services. No mention of difficulties or violations related to water or sewer issues was mentioned during testimony or found during property research.

Council Guidance

- The public hearing required for this case has been appropriately held, and testimony was legally received.

- Council should not rehear the case or consider oral or written comments not provided under oath.
- Council may act, consistently or inconsistently with the ZBA's recommendation, with or without additional conditions.
- Council may remand the case to the ZBA for further review.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: The City published notice of the hearing in *The Pantagraph* on Monday, December 23, 2024 and Sunday, March 9, 2025, and courtesy notices were mailed to 85 property owners within 500 feet of the subject property for both dates.

FINANCIAL IMPACT: If approved, the location will generate property tax revenues and rental registry fees. If approved, the property will continue to provide housing. If not approved, the Applicant will lose the value of improvements made to the third unit and be required to spend additional money to alter the structure to remove the third unit.

Respectfully submitted for consideration.

Prepared by: Leslie Yocum, City Clerk

ATTACHMENTS:
DSD 1B Ordinance
DSD 1C ZBA Resolution No. 2025-01
DSD 1D Staff Report
DSD 1E DRAFT 2025-03-26 ZBA Minutes

ORDINANCE NO. 2025 - ___

AN ORDINANCE APPROVING A SPECIAL USE PERMIT FOR A MULTIPLE-FAMILY CONVERSION DWELLING (3+ UNITS) WITH A WAIVER OF § 44-1040A FOR ONE UNIT, IN THE R-2 (MIXED RESIDENCE) DISTRICT, FOR THE PROPERTY LOCATED AT 707 E. EMPIRE STREET (PIN: 21-04-227-004)

WHEREAS, an application requesting a Special Use Permit ("PERMIT") for a Multiple-Family Conversion Dwelling (3+ units) with a waiver of § 44-1040A for one unit, in the R-2 (Mixed Residence) District, for the property located at 707 E. Empire Street, legally described in Exhibit A ("PROPERTY") there was filed with the City; and

WHEREAS, said PERMIT requires an associated Site Plan, illustrated in Exhibit B ("SITE PLAN"); and

WHEREAS, the Zoning Board of Appeals ("ZBA"), after proper notice was given, conducted public hearings on said request, on January 15, 2025, and on March 26, 2025; and

WHEREAS, the ZBA, following said public hearings, made findings of fact that such Special Use did not meet one of the standards for granting a PERMIT as set forth in Bloomington City Code § 44-1707; and

WHEREAS, the ZBA voted to recommend that City Council of the City of Bloomington (COUNCIL) deny this Ordinance, and transmitted that recommendation via *Zoning Board of Appeals Res. No. 2025-01*; and

WHEREAS, the Applicant has agreed to supplemental conditions designed to alleviate concerns expressed during the public hearing, as indicated on the SITE PLAN; and

WHEREAS, for the reasons stated in the Staff Report to the ZBA and the additions to the SITE PLAN since, the staff recommendation continues to be that Council approve this Ordinance and the PERMIT; and

WHEREAS, Council approves this Ordinance and the applicable PERMIT.

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

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

SECTION 2. The Special Use Permit for a Multiple-Family Conversion Dwelling (3+ units) with a waiver of § 44-1040A for one unit, in the R-2 (Mixed Residence) District, for the property at 707 E. Empire Street, legally described in Exhibit A and illustrated in Exhibit B, is hereby approved.

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

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

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

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

PASSED this 12th day of May 2025.

APPROVED this _____ day of May 2025.

CITY OF BLOOMINGTON	**ATTEST**
______________________	______________________
Dan Brady, Mayor	Leslie Smith-Yocum, City Clerk

EXHIBIT A

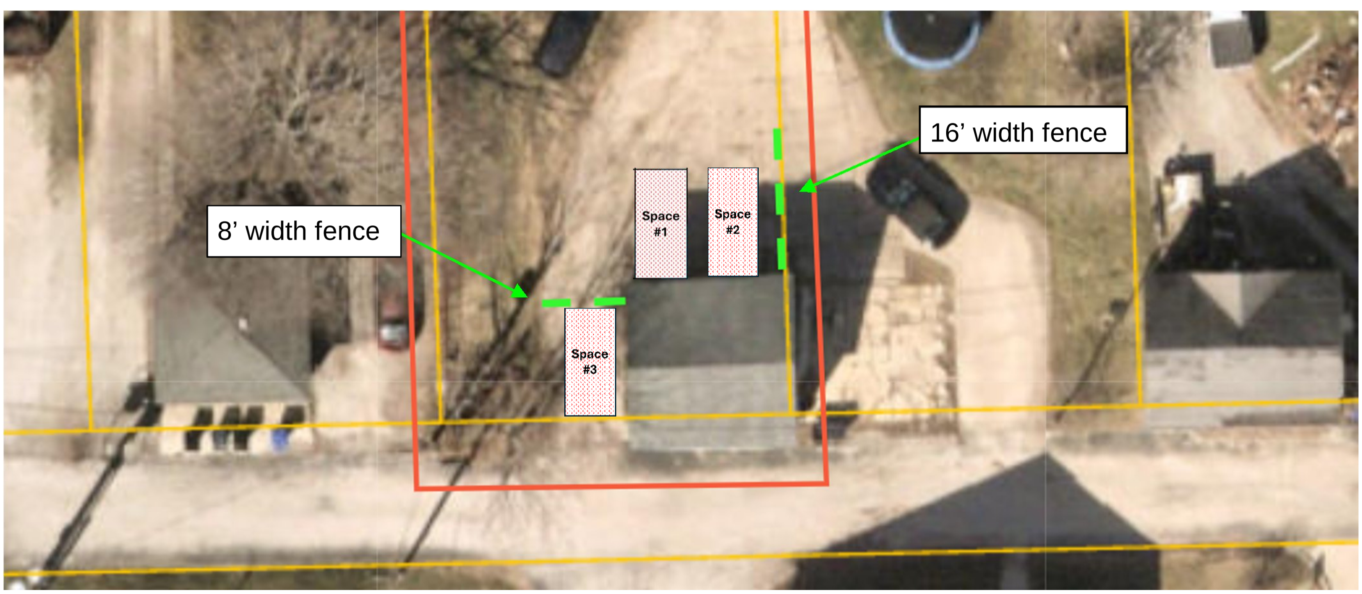
Legal Description

LOT4 IN BLOCK 2 OF J.P. WALKER'S SUBDIVISION OF LOTS 1,2,3,4,5,6,7, AND 8 IN BLOCK 2 AND OF LOTS 4,5, AND 6 IN BLOCK 3 OF THE SUBDIVISION OF BLOCK 1 AND PART OF BLOCK 2 IN FLAGG'S THIRD ADDITION TO THE CITY OF BLOOMINGTON ACCORDING TO THE PLAT RECORDED IN PLAT BOOK 4, PAGE 314, IN MCLEAN COUNTY, ILLINOIS.

PIN: 21-04-227-004

EXHIBIT B

Site Plan



- Parking spaces shall be assigned to specific rental units and Space #3 shall be accessed from the alley only.

ZONING BOARD OF APPEALS RESOLUTION NO. 2025-01

A RESOLUTION ESTABLISHING FINDINGS OF FACT AND RECOMMENDING DENIAL OF A SPECIAL USE PERMIT FOR A MULTIPLE-FAMILY CONVERSION DWELLING (3+ UNITS) IN THE R-2 (MIXED RESIDENCE) DISTRICT, WITH A WAIVER OF § 44-1040A FOR ONE UNIT, FOR THE PROPERTY AT 707 E. EMPIRE STREET (PIN: 21-04-227-004)

WHEREAS, there was heretofore filed with the City of Bloomington, McLean County, Illinois, an application requesting a Special Use Permit (PERMIT) for a Multiple-Family Conversion Dwelling (3+ units) with a waiver of § 44-1040A (Use Provision: Size) for one unit, for the property located at 707 E. Empire Street, legally described in Exhibit A (PROPERTY); and

WHEREAS, a Site Plan (SITE PLAN) was included in said application to demonstrate compliance with relevant criteria and provisions of the City Code, and is attached hereto as Exhibit B, and incorporated herein by this reference; and

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

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

WHEREAS, during the hearing before the BOARD, testimony was provided in support of adopting the proposed PERMIT, generally related to how the proposed use meets the required standards and the low or incremental impact to the community of legally retaining the existing third unit; and

WHEREAS, during the hearing before the BOARD, testimony was provided against adoption of the proposed PERMIT, generally related to concerns about off-street parking, non-owner occupancy, neighborhood density, and assessed property values; and

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

NOW THEREFORE, BE IT RESOLVED BY THE ZONING BOARD OF APPEALS OF THE CITY OF BLOOMINGTON, MCLEAN COUNTY, ILLINOIS:

Section 1. The statements and findings of the Staff Report provided for Case SP-01-25 are incorporated herein by this reference as if specifically stated in full.

Section 2: The BOARD hereby finds that the proposed Special Use PERMIT does not meet the standards established for the granting of a Special Use PERMIT, taking the following factors into consideration:

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

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

   For the following reason(s): Parking issues will continue to be a problem if the structure has three (3) units; if an adjacent property owner is attempting to sell their property then existing parking issues could cause a decrease in their ability to sell their property. In addition, issues with shared driveways are likely to increase with the existence of one additional unit. A 2-unit home might be seen as better aligning with neighborhood density requirements, reducing overcrowding concerns. Less potential drain on infrastructure, such as utilities would be related to two (2) units, as opposed to three (3).

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

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

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

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

Section 3. The BOARD hereby recommends that the City Council of the City of Bloomington, Illinois, deny the proposed Special Use PERMIT, with a Use Provision waiver of § 44-1040A to allow one residential unit smaller than 800 square feet, depicted on the attached SITE PLAN, for the PROPERTY located at 707 E. Empire Street, as presented.

PASSED this 26th day of March 2025.

AFFIRMED this 6____ day of May 2025.

ZONING BOARD OF APPEALS

Michael Straza

Michael Straza, Chair

CITY OF BLOOMINGTON

Jon Branham

Jon Branham, Staff Liaison

EXHIBIT A

Legal Description

Lot 4 in Block 2 in J.P. Walker's Subdivision of Lots 1, 2, 3, 4, 5, 6, 7 and 8 in Block 2 and of Lots 4, 5 and 6 in Block 3 of the Subdivision of Block 1 and part of Block 2 in Flagg's Third Addition to the City of Bloomington according to the plat recorded in Plat Book 4, Page 314, in McLean County, Illinois.

PIN: 21-04-227-004

EXHIBIT B
Site Plan

ZONING BOARD OF APPEALS

TO:	ZONING BOARD OF APPEALS
FROM:	Development Services Department
DATE:	March 26, 2025
CASE NO:	SP-01-25, Special Use Permit for Multiple-Family Conversion Dwellings
REQUEST:	Public hearing, review, and action on a request submitted by Christian Kazanowski, for a Special Use Permit for a Multiple-Family Conversion Dwelling (3+ units) in the R-2 (Mixed Residence) District, with a Use Provision waiver related to unit size, for the property located at 707 E. Empire Street. PIN: 21-04-227-004.

BACKGROUND

Request:
The Applicant seeks a Special Use Permit to allow a Multiple-Family Conversion Dwelling (3+ units) with a Use Provision waiver related to unit size, in the R-2 (Mixed Residence) District, per § 44-402B which indicates Conversion Dwellings (3+) may be permitted as Special Uses in the R-2 District. The Applicant proposes to maintain the existing layout of the building which includes three (3) dwelling units, and seeks legal occupancy of such. Per § 44-1040, regarding Use Provisions for Multifamily conversions, the size of each unit is required to be a minimum of 800 square feet. One of the three units is less than 800 square feet is size (~550 square feet), therefore requiring the waiver for the Use Provision. The Use existed for an extended time, with a pause under prior ownership, and the Applicant is attempting bring the use into compliance with the current zoning code to allow the highest and best use of the property.

Update:

This item was continued from the January 15, 2025 meeting, subject to providing an updated parking plan. The Applicant has provided the required plan which identifies two spaces in the existing detached garage and a third exterior space adjacent to the garage.

The Applicant has also provided additional information supporting the application. This includes confirmation that each unit is serviced by a separate electrical service and furnace, identifying constraints to convert the structure to a different unit configuration, and responding to previously stated concerns from the public. These supporting documents have been added as attachments to the report.

Historic background on the property, as it relates to use as a three-unit apartment building, has been provided as well. According to documents, the three-unit was established sometime in the 1930s. In the early 2000s, the owner of the property passed away; during this time, rentals were not renewed. Shortly thereafter, the following owner attempted to sell the property as a three-unit building. At that time, they were notified that due to the lapse (discontinuance) of use, a Special Use Permit would be required.

In December 2006, the former owner submitted a request for a Special Use Permit for the property. Staff recommended approval of the item, and the Zoning Board of Appeals unanimously recommended approval. In February 2007, a motion to approve the item at City Council received a 4-5 vote, therefore the item was not approved.

Timeline

- 1930s – structure originally converted from single-family to a multi-family use.
- 1944 – former owner purchased property as a three-unit rental.
- 2004-2006 – former owner does not renew existing leases due to health.
- 2006 – lapse in rental leases causes property to become non-conforming without Special Use Permit. Special Use Permit applied for by former owner's son, unanimously recommended to City Council for approval.
- 2007 – City Council does not approve Special Use Permit; owner sent notice to discontinue three-unit; violations reported, property sold.
- 2007-2022 – property vacant or occupied as less than three-unit.
- 2022 – property marketed as three-unit rental property, current owner purchases property, registered as three-unit rental property.
- 2023 – registered as three-unit rental property.
- 2024 – registered as three-unit rental property.
- 2024-2025 – property identified as requiring Special Use Permit to continue as three-unit, current owner submits Special Use Permit application. Pending ZBA / City Council review.

Notice:
The application was filed in conformance with applicable procedural and public notice requirements. Notice was published in *The Pantagraph* on Sunday, March 9, 2024. Courtesy notices were mailed to 85 property owners within 500 feet of the subject property.

ANALYSIS

Property Characteristics:
The subject property consists of 0.21 acres (~9,140 sf) located near the intersection of E. Empire Street and Elder Street, in J.P. Walker's Subdivision. The lot is improved with a multi-family residence, originally converted from a single-family residence; the current owner purchased the property as a 3-unit multi-family dwelling. A detached garage is also on site. The property is surrounded by single-family and multi-family residential uses on all sides. Necessary streets and infrastructure are already existing.

Surrounding Zoning and Land Uses:

	Zoning	Land Uses
North	R-1C (Single-Family Residence)	Right-of-Way, Single-Family Residential
South	R-3A (Multi-Family Residence)	Multi-Family Residential
East	R-2 (Mixed Residence)	Single-Family Residential
West	R-2 (Mixed Residence)	Multi-Family Residential

Description of Current Zoning District:
The R-2 Residence District is intended to accommodate development characterized by a mixture of housing types at a high single-family and a low multiple-family dwelling unit density. Densities of up to approximately 13 dwelling units per acre are allowed. This district allows for the conversion of dwelling units in older residential areas of mixed dwelling unit types in order to extend the economic life of these structures and allow owners to justify expenditures for repairs and modernization and serves as a zone of transition between lower density residential districts and residential districts that permit greater land use intensity and dwelling unit density. (§ 44-401E).

Subject Code Requirements:
§ 44-402B, “Allowed Uses Table” indicates Dwelling, Multiple-Family permitted as a Special Use in the R-2 District.
§ 44-1040, “Multifamily Conversions Use Provisions.

STANDARDS FOR REVIEW

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

Special Use Permit for Multiple-Family Conversion Dwelling (3+) in the R-2 (Mixed Residence) District.

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

   The establishment, maintenance, and operation of a Multi-Family Dwelling is appropriate for this location and will not be detrimental to the public health, safety, comfort, or general welfare of the other surrounding uses. The multi-family use had previously operated efficiently for several decades at its current location. A Two-Family Dwelling would be permitted by right on this same property; the incremental impact of a single additional unit, in a structure that retains the house-scale character of the neighborhood, should be minimal, while providing needed additional housing. ***Standard is met.***

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

   The Special Use would positively impact the immediate area by bringing a nonconformity into compliance, allowing continuance of an otherwise legally operating residential use. The proposed Special Use can be expected to maintain property values within the neighborhood by ensuring active occupancy and maintenance of the property. Following prior testimony on the subject, Staff reviewed taxing structures related to rental and multi-family properties as compared to owner-occupied single-family properties, and while rental properties do tend to pay less in local property taxes, the cause is due to factors controlled by the Township Assessor and not relevant to the case at hand. ***Standard is met.***

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

   The proposed residential use is consistent with the residential character of other uses in the area. The uses adjacent to the site already include a variety of residential uses, including low-intensity multiple-family dwellings, a commercial medical and residential facility, and single-family dwellings. The property is completed surrounded by single-family and multi-family zoning. Improvement of surrounding properties would not be impacted. ***Standard is met.***

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

   City water and sewer are already available to the property, roadway and sidewalk access is existing. Each unit is serviced by a separate electrical service and furnace. ***Standard is met.***

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

   Limited vehicle ingress and egress is existing and not proposed for change. There is a detached garage and a surface parking area behind the building that is accessed via a driveway which directly connects to E. Empire Street and an alley which runs behind the property and connects to N. Clinton Street and Elder Street. Parking standards at the site are adequate and meet Code requirements. A bus route is also located along E. Empire Street with stops located nearby. ***Standard is met.***

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

   The proposed Multiple-Family Conversion Dwelling (3+) use meets the bulk and site standards for the District. No waivers or variances related to any standards outside the building envelope are expected to be requested or provided as part of this Special Use Permit. ***Standard is met.***

USE PROVISION WAIVER

Per § 44-1040, regarding Use Provisions for Multifamily conversions, the size of each unit is required to be a minimum of 800 square feet. One of the three units is less than 800 square feet is size (~550 square feet), therefore requiring the waiver for the Use Provision. The size of the unit does not violate building code size requirements and has been existing in its current condition for an extended time. Other types of housing, including “tiny houses” and Accessory Dwelling Units are commonly less than 800 square feet in total area. While this size restriction may be a reasonable factor of consideration for single family homes being newly converted into multiple-family structures, the evidence supporting reasonable use of the smaller unit—as currently sized—is well established based on the duration of existence and prior use.

STAFF RECOMMENDATION

Staff recommends that the Board take the following actions:

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

Respectfully submitted,
Jon Branham

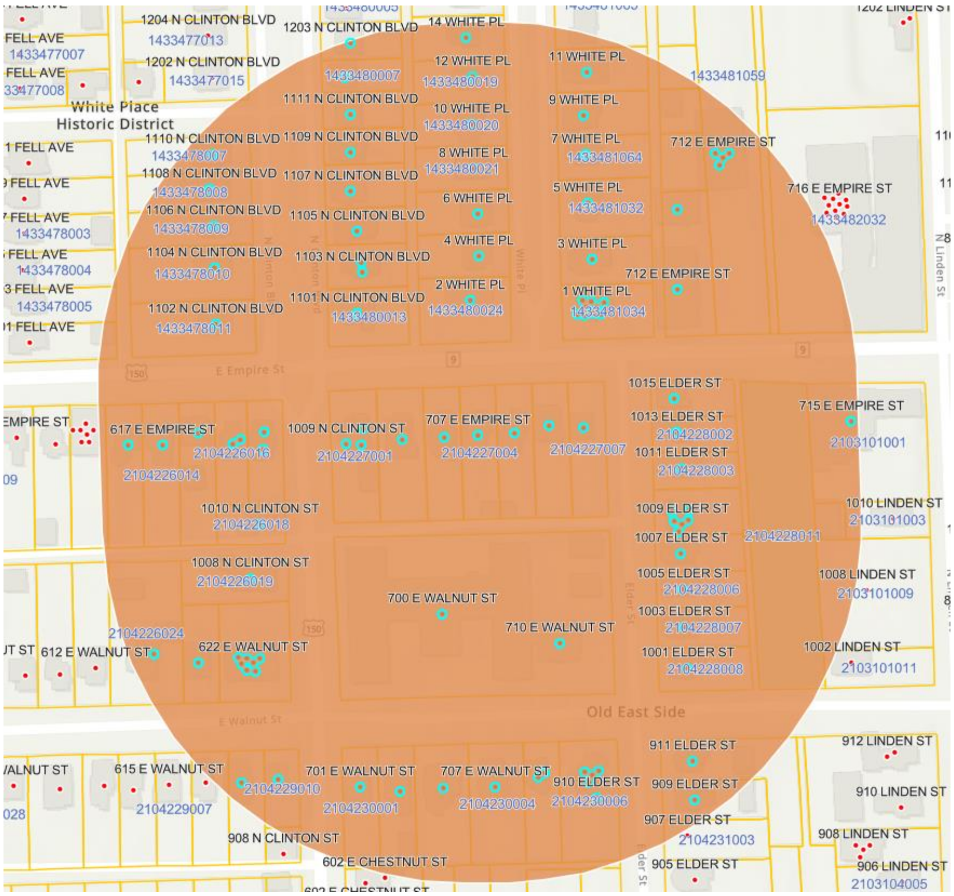
Attachments:
1. Zoning Map
2. Aerial Image
3. Ground-Level Views
4. Neighborhood notice map
5. Draft Resolution transmitting the Board’s recommendation (Res. No. 2025-01)
6. Applicant’s Supporting Documents (separate attachments)

Attachment 1 - Zoning Map

Attachment 2 – Aerial Image

Attachment 3 - Ground-Level Views

Attachment 4 - Neighborhood notice map



CITY OF Bloomington ILLINOIS

DRAFT MINUTES
ZONING BOARD OF APPEALS - SPECIAL SESSION
WEDNESDAY, MARCH 26, 2025, 3:00 PM

The Zoning Board of Appeals convened in regular session at 3:01 PM, March 26, 2025. Chair Straza called the meeting to order.

Roll Call

Attendee Name	Title	Status
Terry Ballantini	Vice Board Chair	Present
Victoria Harris	Board Member	Present
John Poling	Board Member	Present
Matt Steinkoenig	Board Member	Absent
Michael Straza	Board Chair	Present
Nikki Williams	Board Member	Present
Zachary Zwaga	Board Member	Absent

City Staff present included Jon Branham, City Planner; Alissa Pemberton, Planning Manager; John Myers, Assistant City Planner, and George Boyle, Corporation Counsel.

Public Comment

public comment was provided.

Consent Agenda

Item 4.A. Review and approval of the minutes of the January 15, 2025, regular meeting of the Bloomington Zoning Board of Appeals.

Board Member Poling made a motion, seconded by Board Member Harris, to approve the consent agenda as presented.
AYES: Board Chair Straza; Vice Board Chair Ballantini; Board Member Harris, Board Member Poling, Board Member Williams
Motion passed (viva voce).

Regular Agenda

The following item was presented:

Item 5.A. SP-01-25 - Public hearing, review, and action on a request submitted by Christian Kazanowski, for a Special use Permit for Multi-Family Dwellings in the R-2 (Mixed Residence) District, for the property located at 707 E. Empire Street. PIN: 21-04-227-004.

Jon Branham provided a summary of the special use permit request for a Multi-Family Conversion dwelling for three (3) units in the R-2 (Mixed Residence) District. The item was previously continued pending an updated parking plan, which the Applicant has now provided. The plan identifies two parking spaces in, or in front of, the existing detached garage and a third exterior space adjacent to the garage. The Applicant also submitted additional documentation confirming separate electrical services and HVAC systems for each unit, and addressing previous concerns.

Branham shared historical background on the property, noting it was established as a three-unit building in the 1930s and remained so until the early 2000s. After the owner passed away and rentals were not renewed, a Special Use Permit was sought in 2006. City Staff and the Zoning Board of Appeals at that time unanimously recommended approval, but the City Council failed to approve the permit in February 2007. The current owner purchased the property as a three-unit structure a few years ago and registered it as such. Staff continues to recommend approval, believing the request meets all necessary standards.

Board Chair Straza opened the public hearing.

Christian Kazanowski, Applicant, thanked the Zoning Board for their time and presented several key points about the property. He emphasized that the property was purchased as a three-unit building and has continued to operate as such. The structure cannot be easily reconfigured, with three separate gas meters, electric meters, and furnaces, making conversion to a duplex extremely difficult and costly.

Kazanowski highlighted the shortage of affordable apartments in Bloomington, noting that as of February, only nine apartments were listed with rents under $800 per month. Converting the property to a duplex would reduce the supply of affordable housing and negatively impact the current tenants, who would be forced to vacate. He argued that such a conversion would significantly reduce the property's annual operating income, by over $6,000 per year, and potentially decrease the property's value by approximately $55,000.

He addressed previous concerns about shared driveway congestion and traffic, stating that the current parking plan provides adequate space and that converting to a duplex might actually increase parking pressure by increasing the total number of bedrooms in the rentable units. Kazanowski stressed that converting the building to a duplex would not serve the community's best interests, as it would destroy property value, reduce the tax base, potentially increase the number of cars, reduce affordable housing, and force tenant evictions while making long-term property maintenance financially challenging.

Board Vice Chair Ballantini asked for clarification on the parking plan and whether the garage was now accessible for tenant use. Mr. Kazanowski stated that parking can be met without emptying the garage, and that the items being stored are owned by one of the current tenants of 707 and also by the adjacent property owner, so they have not been removed, but can be if required by the Board.

Board Member Harris inquired about expenses to-date and the monthly cost of maintaining the property. Ms. Pemberton noted that questions related to specifics of the Applicant's finances are out of the scope of this hearing. Harris restated her inquiry as to whether the reduction in income related to the reduction in units would still allow the

Applicant to maintain the property. Mr. Kazanowski replied that with property taxes, mortgage insurance, and other fixed costs, a reduction of $6,000 of income per year would make it very difficult for anyone to maintain the property in the long run. In addition, he stated he has spent much more to stabilize and improve the property than has been returned in rents.

Board Vice Chair Ballantini asked whether the Applicant has been contacted regarding any issues or complaints about parking since the last meeting. Mr. Kazanowski replied in the negative, nothing he had asked the property manager to review records for the property and there had been no complaints regarding parking in the last three years.

Board Member Poling asked staff whether the existing third unit would be allowed to remain until the current tenant choses to vacate it if the Special Use Permit was not granted. Ms. Pemberton stated there would be some requirement to provide time to vacate since there are active leases on all three (3) units, but that if the Special Use is not approved the third unit cannot remain in place no matter who is living there. Ms. Pemberton stated specifics of how that action would occur would need to be referred to Corporation Council, but that it is likely that two tenants would need to be removed since associated construction activities to gain compliance would impact the removed unit and the adjoining unit.

Board Member Poling asked the Applicant whether he would consider just leaving the third unit unoccupied rather than pursuing alterations that would require removal of two tenants. Mr. Kazanowski stated the only long-term solution would be to consolidate the two units together. Ms. Pemberton stated the City would be likely to require that if the Special Use was not approved, since vacation of the third unit in 2007 without ensuring structural compliance is how the third unit gained rental registration under this new owner.

Assistant Corporation Council, Mr. Boyle, stated that if the request is denied there would be essentially an illegal unit, but did not speculate on whether the City would be specifically trying to evict a tenant. He noted he was not aware of any authority for grandfathering a unit for a current tenant.

Ashlee Minder (Class Act Realty, Property Manager), reported that after investigating the parking complaints, she found no record of issues from her colleagues or tenants, and was confused by the neighbors' stating they had reached out regarding problems with parking. She reported that a current tenant stated that the neighbors' concerns about parking and children's safety seemed exaggerated, noting the driveway is too narrow for fast driving. Minder emphasized that it took two (2) years to bring the property into compliance with City regulations, and during that time, no one suggested the building should be a two-unit structure. She concluded by noting that Christian has invested a significant amount of money into the property.

Assistant Corporation Council, Mr. Boyle, reminded the Board to take into account when someone is testifying in person and is able to be cross examined, compared to testimony related by another which can be taken into consideration, but given less weight than direct testimony.

Greg Zavitz (304 N. Hershey Road) stated he had previously had the property on the market, and addressed concerns raised in the January meeting. He stated that he never observed anyone parking across the street in the Whites Place area and walking over Empire Street. Zavitz argued that converting the property to a duplex would decrease its value from potentially $175,000 to around $125,000, which would negatively impact taxes and comparable sales in the neighborhood. He noted that the garage was full due to a tenant's previous business storage, and that the neighbor who complained about the traffic and parking issues actually has a key to the garage. Zavitz suggested that, if necessary, they could clear out the garage for parking. He also noted that a "no parking in the driveway" sign had been placed. He reported he had never received a call or complaint related to the property either, and he has had a real estate sign there which includes his phone number.

Lane Norton (709 E. Empire Street) clarified the scooter placement in the garage and said that he would remove it. He stated his concern regarding the proposed parking plan and that there may be an opportunity for residents to cut through his property. He stated many of the concerns were related to previous tenants, and that the current tenants were cooperative. He expressed concern regarding future tenants.

Vice Chair Ballantini asked for clarification regarding current tenant parking. Mr. Norton explained they parked in front of the garage.

Commissioner Harris inquired about access to the alley and Empire Street. Mr. Branham clarified there was access from both points via the shared driveway.

There was discussion regarding the public providing written statements to the Board and ensuring they became part of record as exhibits.

Commissioner Harris stated she was going to recuse herself from the remainder of the hearing due to her personal relationship with some of the attendees providing testimony.

Ms. Pemberton stated there would still be enough Board members to maintain quorum and they could continue the hearing.

Dorothy Deany (711 E. Empire) stated she was upset that the Applicant was attempting to change the property from a two-unit to a three-unit. She stated the City Council had acted on this item several years ago and that the new owner is attempting to disregard that decision. She urged the Board to deny the request. She handed out a copy of an email between the City and local residents from 2022, attached as ***Exhibit A***, and a written copy of her testimony, attached as ***Exhibit B***.

Joe Strano (2 White Place) argued against issuing the Special Use Permit. He noted that the proposed parking plan fails to adequately address existing problems, particularly blocking alley access. He discussed the history of poor maintenance and frequent tenant turnover under former owners, and multiple code violations the current owner was ordered to correct. He discussed property value discrepancies, comparing rental properties to owner-occupied properties and muti-family to nearby single-family homes. He criticized the owner's conduct, citing attempts to convert the property to additional units without proper permits. He argued that granting the Special Use Permit would send a message that City Code compliance is optional, and it would not benefit the neighbors, neighborhood, or the City. He urged the Board to deny the request, believing it would perpetuate the property's decline and potentially harm the community. He provided a written copy of his statement, attached as ***Exhibit C***.

Marty Seigel (615 E. Chestnut) provided a written copy of her statement, attached as ***Exhibit D***. She addressed broader principles regarding community density and non-owner occupancy, emphasizing that individual financial interests should not override neighborhood concerns. She challenged the Applicant's arguments, noting the property was legally a duplex when purchased and that the owner is attempting to reverse a ruling from nearly 20 years ago. She argued that the permit does not require affordable rents and that allowing additional units does not decrease rental prices. She stressed that overloading neighborhoods with rental properties discourages homeownership and undermines neighborhood stability. She emphasized that multi-family properties are typically assessed lower than single-family homes, and providing additional units would not preserve or raise property values. She urged the Board to deny the request.

Ann Adams (90 Old Mill Grove Road, Lake Zurich, IL) stated she grew up in the area but now lives in the Chicago suburbs. She shared her personal experience with neighborhood transformation. She described how her childhood neighborhood gradually declined as more properties turned into rentals, ultimately leading her to move out of Bloomington entirely. Drawing from her professional experience auditing common interest realty associations, Adams emphasized the frequent conflicts between investor interests and community needs. She felt the Board should prioritize the interests of residents over those of investors.

Ms. Pemberton reminded the Board that the request is not tied to ownership. She stated the same property at two-units or three-units could be under condominium ownership and owner-occupied She offered to review the property assessment and valuation item that was addressed in the staff report further. She noted the Board should be clear that the occupancy basis of rental or owner-occupied can not be a consideration if it can not be tied to one of the criteria for review.

Ashley Minder responded to the questions and statements of the opposing testimony. She stated that she registered the property as a three-unit building in 2022 through pen and paper, and has continued to register it electronically as a three-unit building for the past two years. She noted that while the property required significant work when purchased, the owner has made necessary improvements, including replacing every window, to bring the building into compliance.

Christian Kazanowski denied allegations that he tried to convert the property to a five-unit building or avoid dealings with the city. He emphasized that he never changed the structure or walls, and was only informed about potential zoning issues when Mr. Branham sent him an email. He argued that converting to a duplex would force good tenants to leave, which goes against the neighbors' desire for harmony. Kazanowski maintained that reducing the property to a duplex would diminish its value, negatively impact neighborhood property values, reduce the tax base, and potentially cause the property to return to its previous poor condition by reducing the income needed to maintain it. He concluded by asserting that keeping the property as a three-unit would benefit the community by maintaining property value and providing quality housing.

Board Chair Straza closed the public hearing.

Assistant Corporation Counsel, Mr. Boyle, reminded the Board that their decision should be based on the factors that were listed in the staff report and in Chapter 44, Section 1707 related to Special Use Permits.

Board Vice Chair Ballantini inquired about the code violations brought up in testimony. Mr. Branham explained that the violations were identified during a routine rental inspection, conducted by the City, and were related to correctable items inside the units, such as cracked outlet plates or window repairs. He clarified that there have been very few public complaints about the property in the past twenty years. Ms. Pemberton added that it is not uncommon for rentals to have noted violations at inspections, particularly after any sort of status change, and that all identified violations had been corrected in November of 2024.

Board Vice Chair Ballantini asked about the size of the unit related to the use provision waiver. Mr. Branham stated the size of the unit needing the waiver is not changing, and that the unit has existed at the current size for decades. Ms. Pemberton explained the multi-family conversion use standards and that the intent was to keep newer structures from converting inappropriately. There was discussion regarding the minimum dwelling unit size. Mr. Branham stated the size of the unit did not violate current Building Code standards.

Board Chair Straza asked if there were any additional comments or a motion to consider.

Ms. Pemberton explained the new process of adoption findings via Resolution, as a more formalized path for transmitting recommendations. She suggested the Board address each of the findings so it is clear, and Staff can fill in items appropriately.

Mr. Branham asked if the Board would like to review the standards. He read each standard and staff's response to each item.

Mr. Poling stated he felt that the neighbor's testimony has shown that it will be a detriment if it is left as a three unit building.

There was further discussion regarding the standards for the Special Use Permit, focusing on whether the proposed three-unit conversion met the required criteria. Board members expressed concerns about the first two standards, particularly regarding potential detriment to public welfare and potential impairment of property values. Staff reaffirmed the differences between the City of Bloomington's zoning uses, City of Bloomington Township Assessor classifications, and relationship of assessed versus market value, clarifying that differences in assessed value are aligned with rental versus owner-occupied structure, rather than with multiple-family versus single-family structure.

The Board discussed parking issues, shared driveway concerns, and the potential impact on neighborhood density. Ms. Pemberton asked for clarification regarding the exact language to include in the resolution. There was additional discussion related to the specific language.

Vice Board Chair Ballantini asked why the request for a Special Use Permit was denied in 2007. Mr. Branham outlined what had occurred with the previous Special Use Permit case at the property. He stated that staff had recommended approval, the Zoning Board at that time had unanimously recommended approval, yet the Council had denied the item.

There was further discussion regarding each standard. The Board ultimately found that standard two was not met, primarily due to the number of people speaking in opposition, potential parking problems, shared driveway issues, and concerns about overcrowding.

Vice Board Chair Ballantini made a motion, seconded by Board Member Polling, to adopt Zoning Board of Appeals Resolution Number 2025-01, establishing findings of fact and recommending that City Council deny the request for a Special Use Permit for a Multiple-Family Conversion Dwelling (3+ units) in the R-2 (Mixed Residence) District, for the property located at 707 E. Empire St.
Roll call.
AYES: Board Chair Straza; Vice Board Chair Ballantini, Board Member Poling, Board Member Williams
ABSTAIN: Board Member Harris
Motion passed.

Ms. Pemberton stated the item was likely to move forward to the Council on April 14th.

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

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

Board Chair Straza opened the public hearing.

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

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

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

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

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

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

Board Chair Straza closed the public hearing.

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

Board Member Harris made a motion, seconded by Board Member Polling, to adopt Zoning Board of Appeals Resolution No. 2025-02, establishing findings of fact and recommending that City Council approve the request for a Special Use Permit for Vehicle Repair & Service in the B-1 (General Commercial) District, for the property located at 11 Currency Drive, as submitted.
Roll call.
AYES: Board Chair Straza; Vice Board Chair Ballantini; Board Member Harris, Board Member Poling, Board Member Williams
Motion passed.

New Business

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

Adjournment

Board Member Harris made a motion, seconded by Board Member Williams, to adjourn the meeting.
AYES: Board Chair Straza; Vice Board Chair Ballantini; Board Member Harris, Board Member Poling, Board Member Williams
Motion passed (viva voce).

The Meeting Adjourned at 5:15PM

CITY OF BLOOMINGTON

______________________________ ______________________________

Michael Straza, Board Chair Jon Branham, Staff Liaison

EXHIBIT A

Alissa Pemberton

From:	Alissa Pemberton
Sent:	Wednesday, March 26, 2025 3:46 PM
To:	Jon Branham
Subject:	FW: Zoning change for 707 E Empire
Importance:	High

Please see attached as Exhibit A to the ZBA Minutes

Alissa Pemberton
City Planner
Phone: 309-434-2448
Cell: 309-846-5009
Email: apemberton@cityblm.org
115 E. Washington Street
Bloomington, IL 61702-3157

Looking for permitting or applications? Our OpenGov portal is online at https://bloomington.portal.opengov.com

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From: Alissa Pemberton
Sent: Thursday, August 4, 2022 5:19 PM
To: IM DL ComDev <comdev@cityblm.org>
Cc: strantoth@mymetronet.net; jtoth@illinois.edu
Subject: FW: Zoning change for 707 E Empire
Importance: High

Please open an Enforcement case for the property at 707 E. Empire. The reporting resident is copied on this email.

- Multi-family uses require a Special Use Permit in the R-2 District; if the allegation that additional units are being added is correct, they are in violation of the Zoning Code.
- In addition, if active construction is occurring on site, it may be unpermitted as I can not find any associated plans or permits.

While this property has previously been rented as a 3-unit (C 2006), the property was restored to two-unit status in 2007 and does not appear to have received a new Special Use Permit since then.

Alissa Pemberton
Assistant City Planner
City of Bloomington

Office: (309) 434-2448
Mobile: (309) 846-5009
115 E Washington St
Bloomington, IL 61702-3157
apemberton@cityblm.org
https://www.cityblm.org/

From: Jamie Stroleny <jstroleny@cityblm.org>
Sent: Thursday, August 4, 2022 1:26 PM

To: IM DL Planning <planning@cityblm.org>
Subject: Fw: Zoning change for 707 E Empire
Importance: High

Jamie Stroleny

Economic & Community Development

Support Staff V

115 E Washington St

Bloomington, IL 61701

(309) 434-2226

From: Joe Strano <strantoth@mymetronet.net>
Sent: Thursday, August 4, 2022 1:16 PM
To: Julie Emig <jemig@cityblm.org>; IM DL ComDev <comdev@cityblm.org>; Tim Gleason <tgleason@cityblm.org>
Cc: Janine Janine cell <jtoth@illinois.edu>
Subject: Zoning change for 707 E Empire

The last time there was a zoning hearing for this address the owner was asking approval for 4 apartments . After public comments only 2 units were approved because of inadequate parking for that number of units.

To my knowledge there has not been a zoning hearing since that time and there hasn't been a sign in the yard announcing a hearing since. Additionally, I believe the building has been vacant for at least a year which I understand means it should have reverted to single family.

Today I spoke to the general contractor receiving a delivery of construction materials who informed me he is building not 4 but 5 units & that the city has signed off on this change. I hope this is not accurate but if it is I'd like to know how this being allowed!

I live directly across the street @ 2 white place and if this is allowed it will create perpetual parking problems for me and my neighbors.

Thanks,

Joe Strano,
Sent from my iPhone

Exhibit B

EXHIBIT B

My husband and several neighbors have testified on this property more than once in the last 19 years. However, Mr. Kazanowski's latest attempt to change to a Special Use Permit for 3+ units at 707 E. Empire upsets me. In 2007 the city council did not allow three units due to the lot size and the shared driveway, The owner at that time wanted to sell it as a three unit, but it had lost that grandfathered provision due to remaining vacant for an extended period.

The property was uninhabited for several years, then purchased by Mr. Kazanowski in March 2022. As you can see from the material I provided, the owner attempted to renovate the property as a multi-unit. After our questions and the city's intervention, the owner was advised that the property was a two-unit. Apparently, he continued to rent it to three households. Only when he decided to sell the property, did he attempt to legalize the three-unit designation. I find the fact that he was content to ignore the city's designation of the property as a two-unit, until he wanted to sell it, unconscionable.

All of a sudden he wants to adhere to city zoning! Please do not allow this disregard of zoning to be sanctioned.

Exhibit C

EXHIBIT C

My name is Joe strano and I live at 2 White Place, directly across the street from 707 east Empire.

I'm not here to tell you what your job as a board is, but I would like to tell you how I understand your role and the role of city staff in this situation. As I understand it, staff's job is to determine whether the property in question meets the minimum standards set forth in the code. As I understand the role of the ZBA it is to answer 3 basic questions: Is it good for the neighbors? Is it good for the neighborhood? And is It good for the city? I would like to explain today why I think, with respect to 707 East Empire, the answer to all three of those questions is no.

I will first note here that the application before you today is different from the one you previously reviewed. In addition to requesting 3 units the owner also requests a waver related to unit size.

I will make 3 basic arguments in opposition to approving this special use permit. First, that the proposed parking plan fails to adequately address the existing problem. Second, that approval of the application has negative implications for the neighbors and the neighborhood. And third, that the conduct of the owner during the 3 years they have operated the building does not warrant a favorable decision in this matter.

As to issues related to parking and the shared driveway:

City staff tell us that 3 parking spaces are possible, which would meet the minimum requirement for the code. What the staff report does not tell you is that the third parking space blocks the property's access to the alley. Current residents tend to come and go via the alley which is easier for them than arriving or leaving via Empire, which is one way west, and as a state highway, has a lot of traffic. With this 3rd space occupied, the alley could only be accessed by driving on the 709 neighbor's property.

The owner also suggests that he can make the garage available for tenant use which would allow for 5 spaces. But to be clear, this owner is applying for this special use permit so that he is able to advertize the property for sale as 3 units. He can make no assurance that a future owner will choose to make the garage available to tenants rather than lease the garage separately for storage, as the present owner apparently does. And even with the imagined 5 space solution, parking for the third unit would still block access to the alley.

During the January hearing you heard from the owner of 709 Empire, who shares the driveway with 707 that he regularly has problems with cars parked in the shared driveway and parked on his own property. The problem is understandable. People visiting or making deliveries to 707 need to park somewhere and there is no on street parking in any direction for at least ½ a block. This fact, by itself, should persuade you to deny the special use permit.

In an apparent attempt to address this concern, the owner of 707 recently posted a sign saying fire lane, no parking/ tow away zone near the drive way as if that will solve the problem.

There is no onsite property management, so who is supposed to enforce this? Are tenants supposed to call a tow truck on their neighbors? Clearly this sign is a meaningless gesture to wish away the real problem of inadequate parking.

The simple fact that there is no reliable solution to problems with parking and the shared driveway should be sufficient to deny this application.

As to the impact on the neighbors and neighborhood:

Every neighborhood has "that building" the one they talk about and worry about. 707 East Empire is that building. Over the last 30 years this building has been a concern. Poorly maintained. Frequent turnover in occupants. Frequent police visits. Low occupancy.

This has been true for a very long time and through multiple owners. Interior pictures posted when the building was advertized for sale in November of 2024 clearly showed this.

We all know that sellers usually put their best foot forward when advertising a property. Well, these pictures showed, among other things, a doorway closed off using a naked piece of plywood, cracked and peeling paint, damaged walls, and a hole in the ceiling large enough to expose sections of lath.

So when the staff recommends allowing a waiver for the size of the requested third unit, please do not make the mistake of considering this as "grandfathering". When this building last came before the zoning board of appeals in December of 2006, it was occupied as a single family residence and had been occupied as a single family residence since the mid 1980s.

There were 3 kitchens in the building, but it was zoned and occupied single family for 20 years before the 2006 special use permit which limited it to 2 units. So, despite having 3 kitchens, it hasn't been legally occupied as 3 units for at least 40 years. Given this fact, if this owner wants to rent or sell as 3 units he should reasonably be expected to configure this 2,600 sqft building as 3 adequately sized and properly maintained units. Going with the staff recommendation only weakens the potential for this property.

When you read the staff report and the document submitted by the owner for this hearing you might well conclude that granting this special use permit is a good idea for all concerned. Nothing could be farther from the truth.

You may not realize it, but 707 & 709 East Empire are identical buildings, built together at the same time with the same materials and the same plans. Knowing that, you might expect 707 being a multiunit income property would be worth significantly more. Not true, in fact, it's exactly the opposite.

In 2007 707 East Empire sold for $111,000. In 2022 the current owner paid $100,000. In 15 years the property was worth $11,000 less. Yes, $11,000 less!

By contrast, in 2006 709 East Empire sold for $158,000. The current Zillow estimate for 709 East Empire is $251,000. So while the single family home gained $100,000 in value, the multifamily building you are considering today has not appreciated at all. I'll point out here, that 705 East Empire, a well maintained 3 unit building of similar square footage is also valued approximately $100,000 more than this building.

How is this possible? I think it's clear. Over the last 20+ years and through multiple owners, no one has been able to succeed in profitably operating this building as it is currently configured and maintained. Approving this special use permit will only perpetuate the decline of this property. Alternatively, denying this application will provide clear direction for the future of this property: Either rehab it into a desirable duplex or, return it to single family. Clearly, the current market will support either of these options and either way it will be a net positive for the community.

Now, as you know the owner has argued that it is "just not practical to rehab this building into a duplex". This brings me to my final point: The behavior of this owner does not warrant positive consideration of this request. There is no good reason to give him the benefit of the doubt. How can I say this? Consider the following facts, all of which are documented in the cities' records regarding this building which I FOIAed.

He purchased the building in March of 2022. In August of 2022, I noticed a large box truck delivering construction materials to the building. I went across the street and introduced myself to the person supervising the delivery and asked if he was the new owner. He told me no, that he was a contractor and that he had been hired by the new owner to convert the building into 5 units, 5 units! When I told him that the building was only zoned for 2 units he told me that I was wrong, that everything had been approved by the city and that, basically, I should mind my own business.

Several neighbors and I subsequently contacted city staff and an enforcement case was opened. We learned that no plans had been submitted to the city. No building permits were requested, the necessary special use permit had not been requested and, the owner had even failed to register the property as a rental. The owner was cited for failure to register, and because of our intervention no work was commenced.

I find it hard to believe that any of this was a simple over sight or an honest mistake. But to be clear, whatever the owner may or may not have been told regarding the permitted number of units, by August of 2022 he knew that there were only 2 units permitted and, as he told us, he continued to operate 3 units without bothering to apply for the required special use permit and without any efforts to improve or even maintain beyond addressing code violations.

I can say this with confidence because, although he told us during the January hearing that he had spent about $50,000 on the property, City records show that the property was repeatedly cited for code violations and that most if not all of the money spent was the cost of correcting those violations. In December 2022 the building was cited for 8 violations. In February 2024 the building was cited for 56 violations. In August 2024 the building was cited for 11 violations.

So, given the owners apparent disregard for the city code, why is he now requesting a special use permit? Only because in November of 2024, when the property was advertised for sale as a 3 unit building, other neighbors and I contacted the city and the listing agent. We pointed out that if the building was being advertised and was sold as a three unit building when it was only zoned for 2 units, it would probably cause problems when the new owner learned that the building was intentionally misrepresented. That's when the owner decided he should probably follow the rules.

So returning to the 3 questions I started with,

1. Is it good for the neighbors? NO, Parking for 3 units is only possible by blocking access to the alley, and even then issues with parking and the shared driveway are predictable for the foreseeable future.
2. Is it good for the neighborhood: NO, The building does not appear to be economically viable as currently configured in 3 units and is likely a continuing drag on the values of adjacent properties.
3. Is it good for the city? NO, the owner has consistently disregarded the need to comply with city regulation while maintaining what can only be described as substandard conditions in his building. To grant this special use permit will send a message to all absentee and corporate owners that compliance with city code is optional and that there are no real consequences for even the most blatant of violations. Is this how we want our city to be known?

Please vote no on this request!

I would welcome any questions you have to clarify any of this!

Thank you!

Exhibit D

EXHIBIT D

For: The Bloomington Zoning Board of Appeals
From: Marty Seigel
Subject: Case SP-01-25, Special Use Permit for Multiple-Family Conversion Dwellings
Date: March 26, 2025

I'm troubled by many points made by the petitioner in his "Key Points Supporting Continued Use as a 3-Unit":

The petitioner states "the property was purchased as a three-unit." The property, in fact, was legally a duplex when it was purchased. Its status was established by public hearings in 2006 and 2007. Today the petitioner is attempting to reverse a ruling made nearly 20 years ago. We wouldn't be here today if the use was legally established. It is the responsibility of the owner to know the status of the property and the laws. Furthermore, since my neighbors have reported that the petitioner first tried to convert the property into a five-unit, it is hard to believe that it would now be a hardship for him to use the property according to Code.

The petitioner points to a "dearth of affordable apartments." The Permit does not require the petitioner to charge affordable rents. There is nothing to require any owner to charge affordable rents. High rents have been a problem in the city for decades, and there is no evidence to show that allowing additional units in our neighborhoods has resulted in decreases in rents. More importantly, there is a shortage of affordable properties for purchase. Today we are seeing quality homes and duplexes being bought by out-of-town investors to make a profit. This is not in the best interest of our city. Overloading neighborhoods with rentals by absentee landlords discourages homebuyers. The city needs more homeowners, not more absentee owners, to provide stability in our fragile neighborhoods.

The petitioner says the property would become "financially unviable" if he is not permitted to have an additional unit. This is the concern of the investor, not of the neighbors or of the city.

The petitioner states that if he is denied an additional unit, the denial will "inevitably detract from the appeal of the neighborhood." On the contrary, the addition of parking spaces required for an additional unit will detract from the appeal of the neighborhood. He also says that the denial will bring down property values. There is no basis for this statement; it is in conflict with the facts. Multi-unit properties are assessed lower than single family properties in our neighborhoods. In fact, the assessed value of the single-family home next door to 707 E. Empire is more than $30,000 higher than that of 707. This means the home is worth over $90,000 more in real value. There are many other examples of single-family properties preserving and raising property values in the neighborhood while multi-units are of lesser value. Just one example is the home at the corner of Empire and Elder streets which is assessed higher than the nine-unit across Empire Street. Multi-family properties do not save property values in neighborhoods; they undermine them.

I don't understand why the Board would consider protecting the investment of an individual from outside the community instead of the neighborhood. I hope you will deny this petition.

REGULAR AGENDA ITEM NO. 8.A.

FOR COUNCIL: May 12, 2025

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and Action on a Resolution Approving an Agreement with Spheros Environmental Group Parent, Inc. for a Second Algaecide Treatment, in the Amount of $82,534.80, 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
Goal 2. Upgrade City Infrastructure and Facilities

STRATEGIC PLAN SIGNIFICANCE:
Objective 1a. Budget with adequate resources to support defined services and level of services
Objective 2b. Quality water for the long term

BACKGROUND: The Water Department is recommending the approval of an agreement with Spheros Environmental Group Parent, Inc. for algaecide treatment in the amount of $82,534.80.

The Illinois Environmental Protection Agency ("IEPA") approved individual algaecide permits for each of the City's two reservoirs. The permits allow the Water Department to treat each reservoir with 2,218 gallons of Cutrine Plus per treatment, with a maximum number of 11 treatments. The approved timeline for each treatment is from March 21, 2025, through November 1, 2025.

The IEPA laboratory analyzes samples collected from the raw water at each reservoir and a sample of finished water. Testing results have indicated that the level of microcystin, a cyanotoxin present during algae blooms, is present in the raw water of the reservoirs. However, results from the finished water are considered non-detect, meaning that only trace amounts of microcystin were detected. The finished water is well below the amount that would trigger any health advisories from the City for consumable water.

In an effort to keep the amount of microcystin well below any health advisory levels, the Water Department wants to treat the reservoirs again to maintain the low levels of microcystin. As the rising daily temperature begins to warm the reservoirs, algae will begin to naturally grow, thus increasing the chance of another increase of microcystin. A second treatment will ensure that any level of microcystin will be manageable.

Northwater was selected as part of the RFQ #2025-032 for the category of Environmental Services. Six firms were selected in this category. Staff reviewed all proposals and selected Northwater as the most qualified for this project. It should be noted that Spheros

Environmental Group Parent, Inc. recently acquired Northwater LLC, so the proposed agreement is with Spheros.

Northwater was selected as the most qualified due to the following work experiences:

- worked extensively throughout the reservoirs and watershed over the years, creating the IEPA-approved Watershed Management Plan and the Source Water Protection Plan;
- successfully managed the Compliance Commitment Agreement with the IEPA for the accidental release of lime sludge into Money Creek in 2020; and
- worked on various water supply augmentation and other hydrological projects for the City.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: McLean County Parks and Recreation

FINANCIAL IMPACT: If approved, the City will enter into an agreement with Spheros Environmental Group Parent, Inc. for a Second Algaecide Treatment, in the Amount of $82,534.80. This will be paid from the Lake Maintenance-Other Professional & Technical Services account (50100140-70220). Stakeholders can locate this in the FY 2026 Proposed Budget Book titled "Other Funds & Capital Improvement" on page 99.

Respectfully submitted for consideration.

Prepared by: Joe Darter, Property Manager

ATTACHMENTS:
WTR 4B Resolution
WTR 4C Resolution - Exhibit A
WTR 4D Lake Evergreen Algaecide Permit
WRT 4E Lake Bloomington Algaecide Permit

RESOLUTION NO. 2025 - ____

A RESOLUTION APPROVING AN AGREEMENT WITH SPHEROS ENVIRONMENTAL GROUP PARENT, INC. FOR A SECOND ALGAECIDE TREATMENT, IN THE AMOUNT OF $82,534.80

WHEREAS, subject to the provisions of the City Code, City staff are recommending an agreement with Spheros Environmental Group Parent, Inc. be approved for a second algaecide treatment at a City reservoir ("Exhibit A"), in the amount of $82,534.80 ("PROJECT"); and

WHEREAS, the Illinois Environmental Protection Agency ("IEPA") has made weekly sampling visits to both reservoirs, collecting raw water samples and samples of finished water, and has found microcystin, a cyanobacteria caused by algal blooms, to be present in their sampling. The levels of microcystin are well below the level that would trigger any consumption restrictions of the finished drinking water by consumers, but sampling efforts reflect that the level of microcystin is slightly elevated; and

WHEREAS, the City of Bloomington recently completed an algaecide treatment at Lake Bloomington, sampling efforts show a significant decrease in microcystin, a cyanobacteria caused by algae blooms, staff feel it is necessary to conduct a second round of algaecide treatment to further reduce the level of microcystin in the raw water at Lake Bloomington; and

WHEREAS, the PROJECT consists of an algaecide treatment within a City reservoir using Cutrine Plus up to a maximum of 2218 gallons of product for the treatment of microcystin; and

WHEREAS, Spheros Environmental Group Parent, Inc., recently acquired Northwater, LLC; and

WHEREAS, Northwater, LLC, was selected as the most qualified firm for this project from the Architectural and Engineering Professional Services RFQ #2022-25 due to their extensive experience with the City and this type of PROJECT; 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 12th day of May 2025.
APPROVED this ___ day of March 2025.

CITY OF BLOOMINGTON	**ATTEST**
___________________________	___________________________
Dan Brady, Mayor	Leslie Smith-Yocum, City Clerk

EXHIBIT A

CITY OF BLOOMINGTON AGREEMENT WITH
Spheros Environmental Group Parent, Inc

FOR
Algaecide Treatment

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

NOW THEREFORE, the PARTIES agree as follows:

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

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

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

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

☑ This Agreement was subject to the following procurement initiative by the CITY: RFQ 2025-032 05/07/25 (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. <u>Access to Records</u>. 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:

Spheros Environmental
Attn: Jeff Boeckler
2021 Timberbrook Dr. STE B
Springfield, IL 62702
Jeff@northwaterco.com

Copy to:
Spheros Environmental
Attn: William Fronczak
1221 Auraria Parkway
Denver, CO 80204
bill.froncak@lrewater.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	VENDOR
By: ______________________________ Its City Manager	By: ______________________________ (Jeff Boeckler) 4/30/2025 Its Principal/Senior Water Engineer
ATTEST:	
By: ______________________________ Its City Clerk	By: ______________________________ (Bill Fronczak) 4/30/2025 Its Director of Risk Management

EXHIBIT A
DESCRIPTION OF SERVICES/WORK PROVIDED

Please see the attached proposal.

EXHIBIT B
COSTS/FEES

Cost of project $82,534.80. Please see the attached proposal for budget information.

April 25, 2025

Joseph M. Darter
Property Manager
City of Bloomington Illinois Water Department
25515 Waterside Way
Hudson, IL 61748

Ref: Planktonic Algae Treatment (HAB)

Dear Mr. Darter:

We appreciate the opportunity to assist the City of Bloomington in treating Evergreen Lake for algae.

Should you have any questions please do not hesitate to contact Jeff Boeckler at +1.217.725.3181 or James Adamson at +1.630.742.6836. For convenience, this letter proposal and attached terms and conditions may serve as an executable agreement, in which case, the executed copies of this letter proposal shall set forth the contractual elements of this agreement between the City of Bloomington and Northwater LLC (Northwater Consulting).

Scope of Work

Activity 1.0: Evergreen Lake Algaecide Treatment – Follow-up Application

Northwater will subcontract with Aquatic Control Inc. to complete a follow-up treatment for planktonic algae control in Evergreen Lake. This will consist of one application in the upper 7ft of the water column over 308 acres of the lake (approximately 37% of the total reservoir acreage).

Northwater will be responsible for ensuring Aquatic Control provides EPA registered aquatic algaecides, certified personnel, and equipment. Product will be applied evenly to the targeted area using advanced GPS-controlled output valves to deliver 0.2 PPM Cutrine plus algaecide for the control of planktonic algae blooms.

Schedule

The duration of this project will depend on timing of contract award and availability of City staff to support the project. Northwater will work closely with Aquatic Control to complete Activity 1.0 immediately following delivery of the algaecide and approval to proceed is granted by the City of Bloomington.

Budget

The project fee for the scope of work described is detailed in the table below.

Activity	Description	Fee
1	Evergreen Lake Algaecide Treatment – Follow-up Application (lump sum)	$82,534.80

*Fees include contract management and administrative costs

An upfront payment representing 30% of the activity budget is required prior to completing lake applications for mobilization and product procurement. The remaining 70% will be billed upon successful completion of the Activity.

Miscellaneous Contractual Items

Results of treatment are expected to be short-term resulting in the potential need for treatments multiple times per season. Additional treatments can be completed for the same price as this proposal.

This proposal is valid for a maximum period of 6 months. During this time, Northwater shall notify the City if anything changes that may affect the ability of Northwater to execute this project as proposed.

Northwater reserves the right to delay work, withhold results and deliverables resulting from subsequent payment delays. Delayed payments may also affect the project schedule. Payment terms are 30-days.

This document and the included terms and conditions represents an agreement and understanding between the City of Bloomington and Northwater Consulting. This agreement, and all questions relating to its formation, validity, interpretation and performance, shall be governed by the laws of the State of Illinois, USA.

If the terms of this agreement and conditions are found to be satisfactory, please sign this proposal and agreement in the space provided below and return one scanned copy to our office via email. If you have any questions, do not hesitate to call with any questions that you may have. Jeff can be reached at +1.725.3181 or by email at jeff@northwaterco.com. James can be reached at +1.630.742.6836 or by email at james@northwaterco.com.

Sincerely,
Northwater LLC

Jeff Boeckler
Principal

James K. Adamson, PG
Principal Geoscientist

Accepted For:
City of Bloomington

By: ______________________________

Title: ______________________________

Date: ______________________________

TERMS AND CONDITIONS

1. The Agreement. The Agreement between the parties, which shall describe and govern Client's engagement of Consultant to provide services (Services) in connection with the project (Project) identified in the proposal (Proposal), consists of the Proposal, these terms and conditions, and any exhibits or attachments referenced in any of these documents. Together these elements constitute the entire agreement between the parties, superseding any and all prior negotiations, correspondence, or agreements, either written or oral, with respect to the subject matter of this engagement. This Agreement may only be amended or modified by mutual written agreement.

2. Standard of Care. The Services shall be performed in a manner consistent with the level of care and skill ordinarily exercised by members of Consultant's profession currently practicing under similar conditions and in the same locality as the Project. Data, interpretations and recommendations by Consultant will be based solely on information discovered by, or made available to, Consultant during the course of the engagement. In connection with such information, Client recognizes that subsurface conditions may vary from those observed at locations where borings, surveys, or explorations are made, and that site conditions may change over time. Consultant shall not be responsible for the use or interpretation of such information by non-parties to this Agreement. **CONSULTANT MAKES NO WARRANTIES OR GUARANTEES, EXPRESS OR IMPLIED, RELATING TO CONSULTANT'S SERVICES AND CONSULTANT DISCLAIMS ANY IMPLIED WARRANTIES OR WARRANTIES IMPOSED BY LAW, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**

3. Site Access and Conditions. Client shall secure all necessary site related approvals, permits, licenses, and consents necessary to commence and complete the Services and will execute any necessary site access agreement. Consultant shall not be responsible for the supervision or health and safety precautions for any parties, including Client, Client's contractors, subcontractors, or other parties present at the site. Client shall provide the location and/or arrange for the marking of private utilities and subterranean structures. Consultant shall take reasonable precautions to avoid damage or injury to subterranean structures or utilities. Consultant shall not be responsible for damage to subterranean structures or utilities that are not called to Consultant's attention, are not correctly marked, including by a utility locate service, or are incorrectly shown on the plans furnished to Consultant. Consultant will take reasonable precautions to reduce damage to the site when performing Services; however, Client accepts that invasive services such as drilling or sampling may damage or alter the site. Site restoration is not provided unless specifically included in the Services.

4. Cooperation and Project Understanding. To the extent requested by Consultant, Client will make available to Consultant all information in its possession regarding existing and proposed conditions at the site. Such information shall include, but not be limited to, plot plans, topographic surveys, hydrographic data, and previous soil data, including borings, field and laboratory tests and written reports. Client shall immediately transmit to Consultant any new information concerning site condition which becomes available, and any change in plans or specifications concerning the Project to the extent such information may affect Consultant's performance of the Services. Client agrees, upon 24 hours oral or written notice, to provide a representative at the job site to supervise and coordinate the Services. Consultant shall not be liable for any inaccurate or incorrect advice, judgment or decision which is based on any inaccurate information furnished by Client, and Client shall indemnify Consultant against claims, demands, or liability arising out of, or contributed to, by such inaccurate information.

5. Investigative Derived Waste. Client acknowledges that contaminated drill cuttings, sample spoils, wash water, purge water and other materials may be produced as a result of encountering hazardous materials at the site. In such event, Consultant shall properly contain, label, and store such materials on-site, and Client shall be responsible for its proper transportation and disposal unless stated otherwise in the proposal.

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Neither the professional activities of Consultant, nor the presence of Consultant or its employees, representatives, or subcontractors on the Project Site, shall be construed to impose upon Consultant any responsibility for methods of work performance, superintendence, sequencing of construction, or safety conditions at the Project site. Client acknowledges that Client or its general contractor is solely responsible for job site safety, and warrants and agrees that such responsibility shall be made evident in any Project owner's agreement with the general contractor.

7. Ownership of Documents. All reports, boring logs, field data, field notes, laboratory test data, calculations, estimates and other documents prepared by Consultant in connection with this engagement, shall remain the property of Consultant. Files shall be maintained in general accordance with Consultant's document retention policies and procedures. Client agrees that all reports, or other material furnished to Client or his agents for which Client has not paid will be returned upon demand and will not be used by Client or others for any purpose whatsoever.

8. Project Changes. In the event Client, the Project owner, or other party makes any changes in the plans and specifications that would affect Consultants work and/or work product, Client agrees to hold Consultant harmless from any liability arising out of such changes, and Client assumes full responsibility unless Client has given Consultant prior notice and has received Consultant written consent for such changes.

9. Termination. This Agreement may be terminated for no cause by either party upon written notice. In the event of termination, Consultant will be paid for services performed through the date of termination, plus reasonable termination expenses, including the cost of completing analyses, records and reports necessary to document job status at the time of termination.

10. Risk Allocation and Limitation of Liability. **CLIENT AND CONSULTANT HAVE EVALUATED THE RISKS AND REWARDS ASSOCIATED WITH THIS PROJECT, INCLUDING CONSULTANT'S FEE RELATIVE TO THE RISKS ASSUMED, AND AGREE TO ALLOCATE CERTAIN OF THE RISKS SO, TO THE FULLEST EXTENT PERMITTED BY LAW, THE TOTAL AGGREGATE LIABILITY OF CONSULTANT (AND ITS RELATED CORPORATIONS AND EMPLOYEES) TO CLIENT AND ALL OTHER PARTIES FOR ALL SERVICES (PAST, CURRENT AND FUTURE) IN RELATION TO THE PROJECT, IS LIMITED TO $250,000 FOR ANY AND ALL INJURIES, DAMAGES, CLAIMS, LOSSES, OR EXPENSES (INCLUDING ATTORNEY AND EXPERT FEES) ARISING OUT OF CONSULTANTS SERVICES OR THIS AGREEMENT REGARDLESS OF CAUSE(S) OR THE THEORY OF LIABILITY, INCLUDING NEGLIGENCE, INDEMNITY, OR OTHER RECOVERY. THIS LIMITATION SHALL NOT APPLY TO THE EXTENT THE DAMAGE IS PAID UNDER CONSULTANTS COMMERCIAL GENERAL LIABILITY POLICY. CLIENT AGREES TO INDEMNIFY AND DEFEND CONSULTANT FOR ALL LIABILITIES IN EXCESS OF THE MONETARY LIMITS ESTABLISHED ABOVE. CLIENT AGREES THAT IN NO INSTANCE SHALL CONSULTANT BE RESPONSIBLE, IN TOTAL OR IN PART, FOR THE ERRORS OR OMISSIONS OF ANY OTHER PROFESSIONAL, CONTRACTOR, SUBCONTRACTOR OR ANY OTHER PARTY.**

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Consultant harmless from any claim or liability for injury or less which may arise as a result of subsurface contamination caused by drilling, sampling, or monitoring well installation. Client also agrees to adequately compensate Consultant for any time spent and expenses incurred in defense of any such claim.

12. **Insurance.** Consultant represents that it now carries, and will continue to carry: (i) workers' compensation insurance in accordance with the laws of the state having jurisdiction over Consultant's employees who are engaged in the Services, and employer's liability insurance; (ii) commercial general liability insurance; (iii) automobile liability insurance policies; and (iv) professional liability insurance. Certificates of insurance will be provided upon request. Client and Consultant shall waive subrogation against the other party on all general liability and property coverage. No insurance, carried by Consultant, shall be deemed to limit in any way the responsibility of any contractor or subcontractor for damages resulting from their services in connection with the Project.

13. **Indemnity**. Client agrees to hold harmless, indemnify and defend Consultant, and its affiliates and subcontractors, and each of their employees, officers, directors and agents, against all claims, suits, fines and penalties, including attorneys fees and other costs of settlement and defense, which such liabilities arise out of or are related to this Agreement or the Services, except to the extent that they are caused by Consultant's negligent or willful misconduct.

14. **Consequential Damages**. Neither party shall be liable to the other for loss of profits or revenue; loss of use or opportunity; loss of good will; cost of substitute facilities, goods, or services; cost of capital; or for any special, consequential, indirect, punitive, or exemplary damages.

15. **Resolution of Disputes**. Client shall not be entitled to assert a Claim against Consultant based on any theory of professional negligence unless and until Client has obtained the written opinion from a registered, independent, and reputable engineer, or geologist that Consultant has violated the standard of care applicable to Consultant's performance of the Services. Client shall provide this opinion to Consultant and the parties shall endeavor to resolve the dispute within 30 days. After which all claims, disputes, controversies or matters in question arising out of, or relating to, this Agreement or any breach thereof, including but not limited to disputes arising out of alleged design defects, breaches of contract, errors, omissions, or acts of professional negligence, (collectively "Disputes") shall be submitted, upon written request, by either party to this Agreement for mediation of any dispute, Client and Consultant shall select a neutral mediator by mutual agreement. If a dispute cannot be settled through mediation as set forth above, then such dispute, involving amounts less than $100,000, shall be decided by the Dispute Resolution Board, or any other appropriate rules upon which the parties may agree following termination of mediation. The date of termination of mediation shall be the date of written notice of closing mediation proceedings issued by the mediator to each of the parties. The award rendered, if any, by the arbitration shall be final and binding on both parties and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction.

Notwithstanding any other provisions of this Section, in no event shall a demand for mediation be made more than two (2) years from the date the party making demand knew or should have known of the dispute or five (5) years from the date of substantial completion of Consultant's Services, whichever date shall occur earlier. All mediation or arbitration shall take place in the principal State and County of the Project, unless Client and Consultant agree otherwise. The fees of the mediator or arbitrator(s) and the costs of transcription and other costs incurred by the mediator or arbitrator(s) shall be apportioned equally between the parties.

16. **Assigns**. Neither Client nor Consultant may delegate, assign, sublet or transfer his duties or interest in this Agreement without the written consent of the other party. This Agreement shall inure only to the benefit of the parties hereto, and no third party shall have any rights hereunder. Each party binds itself, its partners, successors, executors, administrators and assigns.

17. **Governing Law and Survival**. The validity of this Agreement, these terms, their interpretation and performance shall be governed by the laws of the State in which the Project is located. If any of the provisions contained in this agreement are held illegal, invalid, or unenforceable, the enforceability of the remaining provisions will not be impaired. Limitations of liability and indemnities shall survive the termination of this agreement for any cause.

19. **Billing and Payment**. Client shall pay Consultant the lump sum amount indicated in the Proposal, or, if no lump sum amount is indicated, in accordance with the schedule of fees or charges as shown in the Proposal or fee schedule. Backup data on billing will not be available unless prior arrangements have been made. Prior to initiation of the Services, Client is required to remit any retainer specified in the Proposal. Thereafter, Consultant will submit to Client invoices for the balance due. If Client objects to all or any portion of any invoice, Client will so notify Consultant in writing within fourteen (14) calendar days of the invoice date, identify the cause of disagreement, and immediately pay that portion of the invoice not in dispute. In the absence of written notification described above, the balance as stated on the invoice shall be deemed accepted. Consultant's payment terms are net 30 days. If Client fails to pay Consultant within thirty (30) days after invoices are rendered, the Client agrees that Consultant shall have the right to consider such default in payment a material breach of the entire Agreement, and upon written notice, the duties, obligations and responsibilities of Consultant under this Agreement may be suspended or terminated. In such event, Client shall pay an additional charge of one and one-half (1.5) percent per month (or the maximum percentage allowed by law, whichever is lower) on any delinquent amount. Payment thereafter will first be applied to accrued interest and then to the principal unpaid amount. Consultant shall be entitled to recover for all staff time spent and expenses incurred (including any attorney's fees) in connection with collection of any delinquent amount.

If Client or Consultant should become bankrupt or make an assignment for the benefit of creditors, Consultant, or trustee in bankruptcy, shall be paid the reasonable value of all work theretofore performed, and the obligation of all parties under the Agreement shall thereupon terminate. In determining reasonable value under this paragraph, the Agreement price shall be deemed reasonable.

20. **Disclaimer**: The services to be performed by Consultant hereunder are intended solely for the benefit of Client, and no right nor benefit is conferred on, nor any contractual relationship intended or established with any person or entity not a party to this Agreement. No such person or entity shall be entitled to rely on Consultants performance of its services hereunder.

Additionally, this information was gathered by Consultant subject to the budgetary, time and other constraints of the Client during a limited investigation of the site. All statements and conclusions contained in any report and/or other information supplied are necessarily limited to the particular portions of the site actually investigated by Consultant.

21. **Services**. Consultant provides its services on a professional fee basis. Should we be required to provide services on a craft or prevailing wage basis renegotiating of costs will be required.

April 25, 2025

Joseph M. Darter
Property Manager
City of Bloomington Illinois Water Department
25515 Waterside Way
Hudson, IL 61748

Ref: Planktonic Algae Treatment (HAB)

Dear Mr. Darter:

We appreciate the opportunity to assist the City of Bloomington in treating Evergreen Lake for algae.

Should you have any questions please do not hesitate to contact Jeff Boeckler at +1.217.725.3181 or James Adamson at +1.630.742.6836. For convenience, this letter proposal and attached terms and conditions may serve as an executable agreement, in which case, the executed copies of this letter proposal shall set forth the contractual elements of this agreement between the City of Bloomington and Northwater LLC (Northwater Consulting).

Scope of Work

Activity 1.0: Evergreen Lake Algaecide Treatment – Follow-up Application

Northwater will subcontract with Aquatic Control Inc. to complete a follow-up treatment for planktonic algae control in Evergreen Lake. This will consist of one application in the upper 7ft of the water column over 308 acres of the lake (approximately 37% of the total reservoir acreage).

Northwater will be responsible for ensuring Aquatic Control provides EPA registered aquatic algaecides, certified personnel, and equipment. Product will be applied evenly to the targeted area using advanced GPS-controlled output valves to deliver 0.2 PPM Cutrine plus algaecide for the control of planktonic algae blooms.

Schedule

The duration of this project will depend on timing of contract award and availability of City staff to support the project. Northwater will work closely with Aquatic Control to complete Activity 1.0 immediately following delivery of the algaecide and approval to proceed is granted by the City of Bloomington.

Budget

The project fee for the scope of work described is detailed in the table below.

Activity	Description	Fee
1	Evergreen Lake Algaecide Treatment – Follow-up Application (lump sum)	$82,534.80

*Fees include contract management and administrative costs

An upfront payment representing 30% of the activity budget is required prior to completing lake applications for mobilization and product procurement. The remaining 70% will be billed upon successful completion of the Activity.

Miscellaneous Contractual Items

Results of treatment are expected to be short-term resulting in the potential need for treatments multiple times per season. Additional treatments can be completed for the same price as this proposal.

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Sincerely,
Northwater LLC

Jeff Boeckler
Principal

James K. Adamson, PG
Principal Geoscientist

Accepted For:
City of Bloomington

By: ______________________________

Title: ______________________________

Date: ______________________________

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19. Billing and Payment. Client shall pay Consultant the lump sum amount indicated in the Proposal, or, if no lump sum amount is indicated, in accordance with the schedule of fees or charges as shown in the Proposal or fee schedule. Backup data on billing will not be available unless prior arrangements have been made. Prior to initiation of the Services, Client is required to remit any retainer specified in the Proposal. Thereafter, Consultant will submit to Client invoices for the balance due. If Client objects to all or any portion of any invoice, Client will so notify Consultant in writing within fourteen (14) calendar days of the invoice date, identify the cause of disagreement, and immediately pay that portion of the invoice not in dispute. In the absence of written notification described above, the balance as stated on the invoice shall be deemed accepted. Consultant's payment terms are net 30 days. If Client fails to pay Consultant within thirty (30) days after invoices are rendered, the Client agrees that Consultant shall have the right to consider such default in payment a material breach of the entire Agreement, and upon written notice, the duties, obligations and responsibilities of Consultant under this Agreement may be suspended or terminated. In such event, Client shall pay an additional charge of one and one-half (1.5) percent per month (or the maximum percentage allowed by law, whichever is lower) on any delinquent amount. Payment thereafter will first be applied to accrued interest and then to the principal unpaid amount. Consultant shall be entitled to recover for all staff time spent and expenses incurred (including any attorney's fees) in connection with collection of any delinquent amount.

If Client or Consultant should become bankrupt or make an assignment for the benefit of creditors, Consultant, or trustee in bankruptcy, shall be paid the reasonable value of all work theretofore performed, and the obligation of all parties under the Agreement shall thereupon terminate. In determining reasonable value under this paragraph, the Agreement price shall be deemed reasonable.

20. Disclaimer: The services to be performed by Consultant hereunder are intended solely for the benefit of Client, and no right nor benefit is conferred on, nor any contractual relationship intended or established with any person or entity not a party to this Agreement. No such person or entity shall be entitled to rely on Consultants performance of its services hereunder.

Additionally, this information was gathered by Consultant subject to the budgetary, time and other constraints of the Client during a limited investigation of the site. All statements and conclusions contained in any report and/or other information supplied are necessarily limited to the particular portions of the site actually investigated by Consultant.

21. Services. Consultant provides its services on a professional fee basis. Should we be required to provide services on a craft or prevailing wage basis renegotiating of costs will be required.

ILLINOIS ENVIRONMENTAL PROTECTION AGENCY

2520 WEST ILES AVENUE, P.O. BOX 19276, SPRINGFIELD, ILLINOIS 62794-9276 · (217) 782-3397

JB PRITZKER, GOVERNOR **JAMES JENNINGS**, ACTING DIRECTOR

217/782-1724

March 20, 2025

Joseph M. Darter, Property Manager
City of Bloomington
109 E. Olive St.
Bloomington, IL 61701

Re: City of Bloomington (McLean County - 1130200) Evergreen Lake
Aquatic Pesticide Permit No. **1026-FY2025**

Dear Mr. Darter:

This permit is issued to the City of Bloomington. The application company, who will be responsible for the aquatic pesticide application, is Aquatic Control and their employees.

This permit is issued for the application of aquatic pesticide described below, in accordance with 35 Ill. Adm. Code, Subtitle C: Water Pollution, Section 302.210; the Environmental Protection Act, Title III, Section 12 and 13 and Title X, Section 39 and 40, and is subject to the conditions printed below:

1. Name and amount of aquatic pesticide to be applied:
   Cutrine Plus – 2,218 gallons

2. Name of Waters of the State to be treated:
   Evergreen Lake

3. Time and frequency of treatment: The aquatic pesticide named in Condition 1 above shall not be applied before March 21, 2025 nor after November 1, 2025, and shall not be applied in excess of the amount given in Condition 1 above.

   This permit is valid for 11 independent treatments for the period stated above.

4. All treatment shall be carried out at the location shown and as described in the documentation submitted in the application for the Aquatic Pesticide Permit, a copy of which documentation, consisting of two pages, is attached to this permit and labeled as "Exhibit A".

5. In the event of an incident which results in the application of the approved aquatic pesticide in a concentration or to an area substantially different from that described in this permit, the Division of Public Water Supplies shall be notified as soon as possible. Telephone contact may be made at the following numbers: Champaign Regional Office 217-278-5800 or Division Headquarters (217) 782-1724 during working hours and (217) 782-3637 after working hours, on weekends and holidays.

6. Within thirty (30) days following the final application of aquatic pesticide, a report letter shall be submitted to this Agency which contains the following information: names and addresses of the applicant and applicator; Aquatic Pesticide Permit Number; date aquatic pesticide was applied; name and amount of aquatic pesticide applied; and a report of any occurrence as described in Condition 6 above, along with a chronology of the steps taken to correct the situation and notify the Agency and downstream water supplies.

Chris Johnston

Chris Johnston, P.E.
Manager, Permit Section
Division of Public Water Supplies

CJ: GAZ

cc: Champaign Regional Office

ILLINOIS ENVIRONMENTAL PROTECTION AGENCY
2520 WEST ILES AVENUE, P.O. BOX 19276, SPRINGFIELD, ILLINOIS 62794-9276 · (217) 782-3397
JB PRITZKER, GOVERNOR JAMES JENNINGS, ACTING DIRECTOR

217/782-1724

March 20, 2025

Joseph M. Darter, Property Manager
City of Bloomington
109 E. Olive St.
Bloomington, IL 61701

Re: City of Bloomington (McLean County - 1130200) Lake Bloomington
Aquatic Pesticide Permit No. **1027-FY2025**

Dear Mr. Darter:

This permit is issued to the City of Bloomington. The application company, who will be responsible for the aquatic pesticide application, is Aquatic Control and their employees.

This permit is issued for the application of aquatic pesticide described below, in accordance with 35 Ill. Adm. Code, Subtitle C: Water Pollution, Section 302.210; the Environmental Protection Act, Title III, Section 12 and 13 and Title X, Section 39 and 40, and is subject to the conditions printed below:

1. Name and amount of aquatic pesticide to be applied:
   Cutrine Plus – 2,282 gallons

2. Name of Waters of the State to be treated:
   Lake BloomingtonDear Mr. Darter

3. Time and frequency of treatment: The aquatic pesticide named in Condition 1 above shall not be applied before March 21, 2025 nor after November 1, 2025, and shall not be applied in excess of the amount given in Condition 1 above.

   This permit is valid for 11 independent treatments for the period stated above.

4. All treatment shall be carried out at the location shown and as described in the documentation submitted in the application for the Aquatic Pesticide Permit, a copy of which documentation, consisting of two pages, is attached to this permit and labeled as "Exhibit A".

5. In the event of an incident which results in the application of the approved aquatic pesticide in a concentration or to an area substantially different from that described in this permit, the Division of Public Water Supplies shall be notified as soon as possible. Telephone contact may be made at the following numbers: Champaign Regional Office 217-278-5800 or Division Headquarters (217) 782-1724 during working hours and (217) 782-3637 after working hours, on weekends and holidays.

6. Within thirty (30) days following the final application of aquatic pesticide, a report letter shall be submitted to this Agency which contains the following information: names and addresses of the applicant and applicator; Aquatic Pesticide Permit Number; date aquatic pesticide was applied; name and amount of aquatic pesticide applied; and a report of any occurrence as described in Condition 6 above, along with a chronology of the steps taken to correct the situation and notify the Agency and downstream water supplies.

Chris Johnston, P.E.
Manager, Permit Section
Division of Public Water Supplies

CJ: GAZ

cc: Champaign Regional Office

City of Bloomington Illinois

REGULAR AGENDA ITEM NO. 8.B.

FOR COUNCIL: May 12, 2025

WARD IMPACTED: Ward 6 and City-Wide Impact

SUBJECT: Consideration and Action on a Resolution Supporting the Sale by Connect Transit of 104 E. Oakland Avenue to Home Sweet Home Ministries for a Non-Congregate Shelter Project, as requested by the Administration Department.

RECOMMENDED MOTION: The proposed Resolution be approved.

STRATEGIC PLAN LINK:
Goal 1. Financially Sound City Providing Quality Basic Services

STRATEGIC PLAN SIGNIFICANCE:
Objective 1e. Partnering with others for the most cost-effective service delivery

BACKGROUND: Connect Transit has sought the City Council's input regarding the proposed sale of the property at 104 E. Oakland Avenue to Home Sweet Home Ministries ("HSHM") for the establishment of *The Bridge*, a non-congregate shelter. The City Council's expressed support for this project will provide the Connect Transit Board with the assurance needed to move forward with the sale and allow HSHM to advance the development of property to help address homelessness within the community.

The Bridge will be a 24/7 staffed shelter, with two staff members present on-site at all times to ensure the safety and well-being of residents. The shelter will be secured with fencing and other measures to maintain privacy and safety, and strict rules and regulations will be in place to ensure a safe environment. A no-alcohol, no-drugs policy on premises will be enforced to help maintain a stable and supportive environment for all those staying at the shelter.

In addition to housing, *The Bridge* will involve various other local service providers who will offer additional services aimed at helping individuals move toward more stable and permanent housing solutions. These services will include case management, access to healthcare, job training, and counseling, among others.

This project has garnered significant support from the local community, including numerous non-profit organizations that are committed to collaborating on the effort to provide effective solutions to homelessness in Bloomington.

The City Council's proposed resolution is a formal expression of support for the sale of the property and acknowledges the potential positive impact that *The Bridge* could have on addressing homelessness in our community. The City recognizes the importance of partnering with local organizations like HSHM and is optimistic about the potential benefits of this innovative approach to providing shelter and support services. Should the project move forward, it will be subject to the City's permitting process and must comply with all applicable standards. The permit may be revoked if, among other reasons, the operation is found to be injurious to the public health, safety, or welfare.

For more information about *The Bridge* project, please visit the Home Sweet Home Ministries website at https://hshministries.org/the-bridge.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Two public forums were held on the proposed project.

FINANCIAL IMPACT: N/A

Respectfully submitted for consideration.

Prepared by: Billy Tyus, Senior Deputy City Manager

ATTACHMENTS:
ADM 3B Resolution

RESOLUTION NO. 2025 - ___________

A RESOLUTION SUPPORTING THE SALE BY CONNECT TRANSIT OF 104 E. OAKLAND AVENUE TO HOME SWEET HOME MINISTRIES FOR A NON-CONGREGATE SHELTER PROJECT

WHEREAS, homelessness continues to present challenges locally and across the country, requiring innovative and collaborative solutions from government, non-profit, and private partners; and

WHEREAS, the City of Bloomington appreciates the efforts of local service providers, including Home Sweet Home Ministries ("HSHM"), in proposing new approaches to meet the needs of individuals experiencing homelessness; and

WHEREAS, one such proposal involves the use of the property located at 104 E. Oakland Avenue in the City of Bloomington, currently owned by Connect Transit, for a non-congregate shelter concept known as *The Bridge*; and

WHEREAS, two public forums were held to gather input from the community on this potential project, during which many members of the public expressed support for expanding shelter options; and

WHEREAS, numerous other non-profit service provider organizations within the community have joined in support of the proposed project, committing to collaborating on the delivery of services and demonstrating a shared commitment to making the non-congregate shelter model a successful and sustainable part of the community's response to homelessness; and

WHEREAS, the City Council believes the proposed non-congregate shelter project has strong potential to meaningfully address homelessness in our community by providing stable, service-supported housing, and is appreciative of HSHM advancing this innovative and compassionate solution; and

WHEREAS, any proposed shelter project at this location would be subject to permitting requirements of the City, including the requirement that the shelter must not be injurious to the public health, safety, or welfare, and may be subject to revocation if those standards are not maintained.

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

SECTION 1. Recitals. That the recitals set forth above are incorporated herein by reference as if fully stated in this Section 1.

SECTION 2. Support for Sale of Land. That the City encourages the Connect Transit Board to give thoughtful consideration to the potential sale of 104 E. Oakland Avenue for such purposes, consistent with community needs and in accordance with all applicable local regulations.

SECTION 3. Effectiveness. This resolution shall take effect immediately upon its passage and approval.

PASSED this 12th day of May 2025.

APPROVED this ____ day of May 2025.

CITY OF BLOOMINGTON

____
Dan Brady, Mayor

ATTEST

____
Leslie Smith-Yocum, City Clerk