



**City of Bloomington
City Council
Regular Session Meeting
November 24, 2025**



Components of the City Council Agenda

Recognition and Proclamation

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

Public Hearing

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

Public Comment

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

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

Consent Agenda

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

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

Regular Agenda

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

Mayor and Council

Mayor - Dan Brady

City Council Members

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

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

City Logo Design Rationale

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

Mission, Vision and Value Statement

Mission

To Lead, Serve and Uplift the City of
Bloomington

Vision

A Jewel of the Midwest Cities

Values

Service-Centered, Results-Driven, Inclusive

Strategic Plan Goals

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



City Council - Regular Session Meeting Agenda
Government Center Boardroom, 4th Floor, Room #400
115 E. Washington Street, Bloomington, IL 61701
Monday, November 24, 2025 - 6:00 PM

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

5. Public Comment

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

6. Consent Agenda

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

- A. Consideration and Action on Approving Bills and Payroll in the Amount of \$10,313,496.87, as requested by the Finance Department.** (Recommended Motion: The proposed Bills and Payroll be approved.)
- B. Consideration and Action on Approving Appointments to Boards and Commissions, as requested by the Administration Department.** (Recommended Motion: The proposed Appointments be approved.)
- C. Consideration and Action on a Resolution Approving the Purchase of Golf Mowing Equipment, from Deere & Company, for Use at City Golf Courses, in an Amount Not to Exceed \$322,980.40, as requested by the Parks & Recreation Department.** (Recommended Motion: The proposed Resolution be approved.)
- D. Consideration and Action on a Resolution Approving the First Amendment to the Fiscal Year (FY) 2024 General Resurfacing - Phase II Project Agreement with Rowe Construction, A Division of United Contractors Midwest, Inc., in the Amount of \$63,334.36, as requested by the Engineering Department.** (Recommended Motion: The proposed Resolution be approved.)
- E. Consideration and Action on a Resolution Approving the First Amendment to the Fiscal Year (FY) 2024 General Resurfacing - Phase I Project Agreement with Rowe Construction, A Division of United Contractors Midwest, Inc., in the Amount of \$47,612.89, as requested by the Engineering Department.** (Recommended Motion: The proposed Resolution be approved.)

- F. **Consideration and Action on a Resolution Approving the Annual Regional Service Agreement with McLean County Regional Planning Commission (MCRPC) for Regional Planning Services, in the Amount of \$54,000 for the MCRPC Fiscal Year of July 1, 2025, through June 30, 2026, as requested by the Development Services Department.** (Recommended Motion: The proposed Resolution be approved.)
- G. **Consideration and Action on a Resolution Approving an Agreement with Baxter & Woodman, Inc., for the Design of Phase 5 of the East Street Basin Project, in the Amount of \$106,517, as requested by the Engineering Department.** (Recommended Motion: The proposed Resolution be approved.)
- H. **Consideration and Action on a Resolution Approving an Agreement with Baxter & Woodman, Inc., for Phase 1 Sanitary Sewer Hydraulic Modeling, in the Amount of \$85,000, as requested by the Engineering Department.** (Recommended Motion: The proposed Resolution be approved.)
- I. **Consideration and Action on a Resolution Approving a Road Use Agreement with Washington Street Solar 1, LLC, for Utilization of Bloomington Heights Road, in the Amount of \$25,000, as requested by the Engineering Department.** (Recommended Motion: The proposed Resolution be approved.)
- J. **Consideration and Action on an Ordinance Approving the Final Plat of The Grove on Kickapoo Creek Tenth Addition (PART OF PIN: 22-08-400-017), as requested by the Development Services Department.** (Recommended Motion: The proposed Ordinance be approved.)
- K. **Consideration and Action to Approve the Local 362 Civilian Police Services Contract, as requested by the Human Resources Department.** (Recommended Motion: The proposed Collective Bargaining Agreement be approved.)

7. Regular Agenda

- A. **Consideration and Action on Approving the 2025 Tax Levy Estimate for the City of Bloomington, in the Amount of \$25,320,384, as requested by the Finance Department.** (Recommended Motion: The proposed Tax Levy Estimate be approved in the amount of \$25,320,384.) (Presentation by Jeff Jurgens, City Manager, and Scott Rathbun, Finance Director, 15 minutes; and City Council Discussion, 20 minutes.)
- B. **Consideration and Action on Approving the 2025 Tax Levy Estimate for the Bloomington Public Library, in the Amount of \$6,960,000, as requested by the Library Department.** (Recommended Motion: The proposed Tax Levy Estimate be approved in the amount of \$6,960,000.) (Presentation by Jeanne Hamilton, Library Director, 5 minutes; and City Council Discussion, 15 minutes.)
- C. **Consideration and Action on an Ordinance to Amend Chapter 2 (Administration) of the City Code to Make the Special Commission for Safe Communities a Permanent Commission, as requested by the Administration Department.** (Recommended Motion: The proposed Ordinance be approved.) (Presentation by Dr. Scott Denton, Former Chairperson of the Special Commission for Safe Communities, 5 minutes; and City Council Discussion, 15 minutes.)

8. Finance Director's Report

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

9. City Manager's Discussion

10. Council Member Discussion

11. Mayor's Discussion

12. Executive Session

13. Adjournment

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



Consent Agenda Item No. 6.A.

For City Council: November 24, 2025

Ward Impacted: City Wide

Subject: Consideration and Action on Approving Bills and Payroll in the Amount of \$10,313,496.87, as requested by the Finance Department.

Recommended Motion: The proposed Bills and Payroll be approved.

Strategic Plan:

Goal 1. Financially Sound City Providing Quality Basic Services

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

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

Community Groups/Interested Persons Contacted: N/A

Financial Impact: Total disbursements to be approved \$10,313,496.87 (Payroll total \$3,579,638.58, Accounts Payable total \$6,598,391.60, and Bank Transfers total \$135,466.69).

Attachments:

1. FIN 1B Council Finance Summary Report

CITY OF BLOOMINGTON FINANCE REPORT

PAYROLL

Date	Gross Pay	Employer Contribution	Totals
11/14/2025	\$ 2,919,691.18	\$ 651,743.69	\$ 3,571,434.87

Off Cycle Adjustments	\$ 7,915.01	\$ 288.70	\$ 8,203.71
PAYROLL TOTAL			\$ 3,579,638.58

ACCOUNTS PAYABLE (WIRES)

Date	Bank	Total
11/24/2025	AP General	\$ 6,369,232.21
11/24/2025	AP JMScott	\$ -
11/24/2025	AP Comm Devel	\$ 85,114.21
11/24/2025	AP IHDA	\$ 186.34
11/24/2025	AP Library	\$ 69,958.48
11/24/2025	AP MFT	\$ 33,644.13
11/06/2025-11/18/2025	Out of Cycle AP	\$ 40,256.23
10/01/2025-11/12/2025	AP Bank Transfers	\$ 135,466.69
AP TOTAL		\$ 6,733,858.29

PCARDS

PCARD TOTAL	\$	-
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GRAND TOTAL	\$	10,313,496.87
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Respectfully,

F Scott Rathbun
Director of Finance



Consent Agenda Item No. 6.B.

For City Council: November 24, 2025

Ward Impacted: City Wide

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

Recommended Motion: The proposed Appointments be approved.

Strategic Plan:

Goal 5. Prosperous Downtown Bloomington

Objective 5b. City decisions consistent with plans and policies

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

Citizens' Beautification Committee: Nephele Delis' and Valerie Wyatt's appointments, if approved, are effective immediately, with an expiration date of 04-30-28.

Cultural Commission: Treyce' Gaston-Spears' and Rakshith Reddy Venumuddala's appointments, if approved, are effective immediately, with an expiration date of 04-30-28.

Community Groups/Interested Persons Contacted: The Mayor contacts all recommended appointments.

Financial Impact: N/A

Attachments:

1. ADM 1B B&C Roster

CITIZENS' BEAUTIFICATION COMMITTEE ROSTER:

Status	Board/Commission	Role	First Name	Last Name	Expiration	Re/Appointment Date	Year First Appointed	Mayor Appointed
Active	Citizens Beautification	Commissioner	Deborah	Johnson	4/30/2024	7/11/2022	2022	true
Active	Citizens Beautification	Chair	Gina	Lavazza	4/30/2027	5/13/2024	2022	true
Active	Citizens Beautification	Commissioner	Izola	Tyus	4/30/2027	2/26/2024	2024	true
Active	Citizens Beautification	Co-Chair	Daniel	Freburg	4/30/2028	3/24/2025	2018	true
Active	Citizens Beautification	Commissioner	Jennifer	Aurora	4/30/2028	3/24/2025	2022	true
Active	Citizens Beautification	Commissioner	Jackie	Young	4/30/2028	2/24/2025	2025	true
Active	Citizens Beautification	Commissioner	Maureen	Clancy	4/30/2028	9/8/2025	2025	true
Active	Citizens Beautification	Commissioner	Ronald	Van Donk	4/30/2028	9/8/2025	2025	true
Vacant	Citizens Beautification	Commissioner						
Vacant	Citizens Beautification	Commissioner						
Vacant	Citizens Beautification	Commissioner						
Vacant	Citizens Beautification	Commissioner						

CULTURAL COMMISSION ROSTER:

Status	Board/Commission	Role	First Name	Last Name	Expiration	Re/Appointment Date	Year First Appointed	Mayor Appointed
Vacant	Cultural Commission	Commissioner						
Vacant	Cultural Commission	Commissioner						
Active	Cultural Commission	Commissioner	Angelique	Racki	4/30/2026	10/14/2024	2016	true
Active	Cultural Commission	Commissioner	Dallas	Long	4/30/2026	8/28/2023	2023	true
Active	Cultural Commission	Commissioner	Amber	Collins	4/30/2026	12/9/2024	2024	true
Active	Cultural Commission	Chair	Faisal	Rashid	4/30/2027	5/13/2024	2023	true
Active	Cultural Commission	Commissioner	Shweta	Shukla	4/30/2028	3/24/2025	2020	true
Active	Cultural Commission	Commissioner	Katherine	Browne	4/30/2028	3/24/2025	2024	true
Active	Cultural Commission	Commissioner	Peter	Pontius	4/30/2028	3/24/2025	2024	true
Active	Cultural Commission	Commissioner	Crystal	Bricker	4/30/2028	3/24/2025	2024	true
Active	Cultural Commission	Commissioner	Ricardo	Alvarado	4/30/2028	10/27/2025	2025	true



Consent Agenda Item No. 6.C.

For City Council: November 24, 2025

Ward Impacted: City Wide

Subject: Consideration and Action on a Resolution Approving the Purchase of Golf Mowing Equipment, from Deere & Company, for Use at City Golf Courses, in an Amount Not to Exceed \$322,980.40, as requested by the Parks & Recreation Department.

Recommended Motion: The proposed Resolution be approved.

Strategic Plan:

Goal 5. Great Place - Livable, Sustainable City

Objective 5d. Appropriate leisure and recreational opportunities responding to the needs of residents

Background: The City's golf courses are considered to be some of the finest in downstate Illinois. In the most recent *Golf Digest Magazine* rankings, The Den at Fox Creek received a prestigious 4 ½-star rating (out of 5) which places it alongside only six other courses in the state of Illinois in the same fee category to receive the honor. Prairie Vista received a 4-star rating while Highland Park received a 3½-star rating. *Golf Digest* also voted Bloomington/Normal the fifth-best city to live for golf in the country. The courses regularly host events from throughout the state, most notably, the Illinois High School State Finals ("IHSA") held at The Den at Fox Creek and Prairie Vista in October of each year.

Our golf courses are considered to be some of the finest in downstate Illinois. In the most recent *Golf Digest Magazine* rankings, The Den at Fox Creek received a prestigious 4 ½ star rating (out of 5) which places it alongside only six other courses in the state of Illinois in the same fee category to receive the honor. Prairie Vista received a 4 star rating while Highland Park received a 3½ star rating. *Golf Digest* also once voted Bloomington/Normal the fifth best city to live for golf in the country. The courses regularly hosts events from throughout the state, most notably, the Illinois High School State Finals (IHSA) held at The Den at Fox Creek and Prairie Vista in October of each year. In order to maintain our courses in a manner that is consistent with the expectations of our customers, we need to continue providing quality playing surfaces.

Due to the current age of our golf maintenance equipment, with mowers many years past industry standard replacement schedules, staff is not able to work in an efficient manner as a significant amount of time is being spent attempting to repair aging equipment. As older pieces of equipment and vehicles are retained well beyond their expected lifespan, as we are currently experiencing, the consequences are that outdated equipment is less reliable (leads to inefficiency in getting tasks finished), experiences more mechanical failures (leads to higher repair and maintenance costs), and is less effective (results in a noticeable reduction in course conditioning). Advancements in equipment technology have led to much greater productivity and efficiency with newer equipment, particularly with fuel saving hybrid technology which will be in place on the new mowers we will receive in this purchase. Our entire staff will be working

more efficiently when equipment is not frequently breaking down. Newer equipment means less maintenance, fewer repairs, less fuel used, and increased reliability.

The equipment we will be purchasing will be three fairway mowers, one tractor and one rough mower implement.

We will be using the Sourcewell Cooperative Purchasing Agreement for this purchase (Sourcewell Grounds Maint 112624-DAC -PG NB CG 70, exp. 1/31/2029).

Community Groups/Interested Persons Contacted: N/A

Financial Impact: If approved, the City will purchase of Golf Mowing Equipment, from Deere & Company, for Use at City Golf Courses, in an Amount Not to Exceed \$322,980.40. Highland Park Golf Course will purchase a 8000A E-Cut Hybrid Fairway Mower at a cost of \$82,035.92. This will be paid from the Highland Park Golf-Capital Outlay Equipment Other than Office account (56406400-72140). Prairie Vista Golf Course will purchase a 4066R Compact Utility Tractor (52 PTO hp) at a cost of \$92,483.28. This will be paid from the Prairie Vista Golf-Capital Outlay Equipment Other than Office account (56406410-72140). The Den at Fox Creek Golf Course will purchase two (2) 6500A E-Cut Hybrid Fairway Mowers at a cost of \$148,461.20. This will be paid from The Den at Fox Creek Golf-Capital Outlay Equipment Other than Office account (56406420-72140). A total of \$345,000 (\$115,000 for each course) was budgeted for this equipment. If approved, a budget transfer of \$10,944.48 from Highland Park Golf-Capital Outlay Equipment Other than Office account (56406400-72140) and \$22,516.72 from Prairie Vista Golf-Capital Outlay Equipment Other than Office account (56406410-72140) to The Den at Fox Creek Golf-Capital Outlay Equipment Other than Office account (56406420-72140) will be processed. Stakeholders can locate this in the FY 2026 Budget Book titled "Other Funds & Capital Improvement" on pages 103, 179, 183, and 188.

Attachments:

1. Resolution
2. Resolution - Exhibit A
3. Sourcewell RFP #112624 - Deere & Company

RESOLUTION NO. 2025 - ____

**A RESOLUTION APPROVING THE PURCHASE OF GOLF MOWING EQUIPMENT, FROM
DEERE & COMPANY, FOR USE AT CITY GOLF COURSES, IN AN AMOUNT NOT TO
EXCEED \$322,980.40**

WHEREAS, the City's golf courses are considered among the finest in downstate Illinois; and

WHEREAS, due to the current age of our golf maintenance equipment, with mowers many years past industry standard replacement schedules, staff are not able to work in an efficient manner, as a significant amount of time is being spent attempting to repair aging equipment; and

WHEREAS, older pieces of equipment and vehicles have been historically retained well beyond their expected lifespan resulting in consequences of the outdated equipment being less reliable leading to inefficiency in task completion, more mechanical failures leading to higher repair and maintenance costs, and less effective results leading to noticeable reduction in course conditioning; and

WHEREAS, advancements in equipment technology now allow for greater productivity and efficiency with newer equipment and fuel-savings with hybrid technology; and

WHEREAS, subject to the provisions of the City Code, staff recommend the purchase of golf mowing equipment, from Deere & Company ("Exhibit A"), in an amount not to exceed \$322,980.40; and

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

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

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

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

PASSED this 24th day of November 2025.

APPROVED this ____ day of November 2025.

CITY OF BLOOMINGTON

ATTEST

Dan Brady, Mayor

Leslie Smith-Yocum, City Clerk

EXHIBIT A

Customer:

Quotes are valid for 30 days from the creation date or upon contract expiration, whichever occurs first.

A Purchase Order (PO) or Letter of Intent (LOI) including the below information is required to proceed with this sale. The PO or LOI will be returned if information is missing.

☐ Vendor: Deere & Company

2000 John Deere Run

Cary, NC 27513-2789 US

FED ID: 36-2382580

UEID: FNSWEDARMK53

☐ Signature on all LOIs and POs with a signature line

☐ Contract name or number; or JD Quote ID

☐ Sold to street address

☐ Ship to street address (no PO box)

☐ Bill to contact name and phone number

☐ Bill to address

☐ Bill to email address (required to send the invoice and/or to obtain the tax exemption certificate)

☐ Membership number if required by the contract

Quotes of equipment offered through contracts between Deere & Company, its divisions and subsidiaries (collectively "Deere") and government agencies are subject to audit and access by Deere's Strategic Accounts Business Division to ensure compliance with the terms and conditions of the contracts.

For any questions, please contact:

Justin Kreid

Erb Turf Equipment, Inc.

1501 Boul Avenue

Swansea, IL 62226

Email: justink@erbturf.com

**ALL PURCHASE ORDERS MUST BE MADE OUT TO
(VENDOR):**

Deere & Company
2000 John Deere Run
Cary, NC 27513-2789 US
FED ID: 36-2382580
UEID: FNSWEDARMK53

**ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING
DEALER:**

Justin Kreid
Erb Turf Equipment, Inc.
1501 Boul Avenue Swansea, IL 62226

Prepared For

THE DEN @ FOX CREEK G C CITY
OF BLOOMINGTON
3002 FOX CREEK RD
BLOOMINGTON, IL 617055288
(309) 434-2248

Prepared By

Justin Kreid
Erb Turf Equipment, Inc.
1501 Boul Avenue
Swansea, IL 62226
justink@erbturf.com

Quote Id 1269335**Creation Date** 06-Nov-2025**Expiration Date** 06-Dec-2025

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):

Deere & Company
2000 John Deere Run
Cary, NC 27513-2789 US
FED ID: 36-2382580
UEID: FNSWEDARMK53

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:

Justin Kreid
Erb Turf Equipment, Inc.
1501 Boul Avenue Swansea, IL 62226

Prepared For

THE DEN @ FOX CREEK G C CITY
OF BLOOMINGTON

3002 FOX CREEK RD

BLOOMINGTON, IL 617055288

(309) 434-2248

Prepared By

Justin Kreid
Erb Turf Equipment, Inc.
1501 Boul Avenue
Swansea, IL 62226
justink@erbturf.com

Quote Id 1269335

Creation Date 06-Nov-2025

Expiration Date 06-Dec-2025

Quote Summary

Equipment Summary	Suggested List	Selling Price	QTY In Group	Extended
8000A E-Cut Hybrid Fairway Mower	\$107,726.00	\$82,035.92	1	\$82,035.92
Contract: Sourcewell Grounds Maint 112624-DAC (PG NB CG 70)				
Price Effective Date: 04-Nov-2025				
6500A E-Cut Hybrid Fairway Mower	\$97,435.00	\$74,230.60	2	\$148,461.20
Contract: Sourcewell Grounds Maint 112624-DAC (PG NB CG 70)				
6500A E-Cut Hybrid Fairway Mower				
4066R Compact Utility Tractor (52 PTO hp)	\$101,924.82	\$92,483.28	1	\$92,483.28
Contract: Sourcewell Grounds Maint 112624-DAC (PG NB CG 70)				
Price Effective Date: 04-Nov-2025				
Equipment Total				\$322,980.40

Quote Summary

Total Selling Price	\$322,980.40
Sub-total	\$322,980.40
Balance Due	\$322,980.40

Salesperson : X _____

Accepted By : X _____

Selling Equipment

Quote # 1269335
 Customer THE DEN @ FOX CREEK G C CITY OF BLOOMINGTON

8000A E-Cut Hybrid Fairway Mower		QTY In Group : 1
Hours	- - -	Suggested List
Serial Number	- - -	\$107,726.00
Stock Number	- - -	Selling Price
Contract	Sourcewell Grounds Maint 112624-DAC (PG NB CG 70)	\$82,035.92
Price Effective Date	04-Nov-2025	Discount Amount
PUK Parent Serial #		(\$25,690.08)

Equipment Summary						
Code	Description	Qty	List Price	Discount %	Discount \$	Adjusted Selling Price
177ETC	8000A E-Cut Hybrid Fairway Mower	1	\$83,690.00	24.0%	(\$20,085.60)	\$63,604.40
Base / Options						
Code	Description	Qty	List Price	Discount %	Discount \$	Adjusted Selling Price
001A	United States and Canada	1	\$0.00	24.0%	\$0.00	\$0.00
0443	All Other countries (English/Spanish)	1	\$0.00	24.0%	\$0.00	\$0.00
1200	Quick Adjust 5 (QA5) 7-blade Heavy Section Cutting Units	1	\$18,140.00	24.0%	(\$4,353.60)	\$13,786.40
1312	76.2 mm (3-in.) Diameter Heavy Duty Grooved Disc Rollers	1	\$2,841.00	24.0%	(\$681.84)	\$2,159.16
1622	50.8 mm (2-in.) Diameter Wide Tube / Hollow Smooth Rollers	1	\$925.00	24.0%	(\$222.00)	\$703.00
1400	QA5 Cutting Unit ONLY Counterweights	1	\$515.00	24.0%	(\$123.60)	\$391.40
183E	JDLINK™ Modem	1	\$0.00	24.0%	\$0.00	\$0.00
9764	Canopy	1	\$931.00	24.0%	(\$223.44)	\$707.56
Total Base / Options			\$107,042.00		(\$25,690.08)	\$81,351.92

Other Charges

Description			List Price
Delivery Fee			\$684.00
Total Adjustments			\$684.00
Selling Price Subtotal			\$82,035.92
Total Selling Price	\$107,726.00	(\$25,690.08)	\$82,035.92

6500A E-Cut Hybrid Fairway Mower

QTY In Group : 2

Hours	---	Extended Suggested List
Serial Number	---	\$194,870.00
Stock Number	---	Extended Selling Price
Contract	Sourcewell Grounds Maint 112624-DAC (PG NB CG 70)	\$148,461.20
PUK Parent Serial #		Discount Amount
		(\$23,204.40)

Equipment Summary

Code	Description	Qty	List Price	Discount %	Discount \$	Adjusted Selling Price
15A1TC	6500A E-Cut Hybrid Fairway Mower	1	\$73,331.00	24.0%	(\$17,599.44)	\$55,731.56

Base / Options

Code	Description	Qty	List Price	Discount %	Discount \$	Adjusted Selling Price
001A	United States and Canada	1	\$0.00	24.0%	\$0.00	\$0.00
0443	All Other countries (English/Spanish)	1	\$0.00	24.0%	\$0.00	\$0.00
1201	Quick Adjust 5 (QA5) 7-blade Heavy Section Cutting Units	1	\$18,605.00	24.0%	(\$4,465.20)	\$14,139.80
1305	76.2 mm (3-in.) Diameter Heavy Duty Grooved Disc Rollers	1	\$1,983.00	24.0%	(\$475.92)	\$1,507.08
1602	50.8 mm (2-in.) Diameter Wide Tube / Hollow Smooth Rollers	1	\$1,320.00	24.0%	(\$316.80)	\$1,003.20
1400	QA5 Cutting Unit ONLY Counterweights	1	\$515.00	24.0%	(\$123.60)	\$391.40
183E	JDLink™ Modem	1	\$0.00	24.0%	\$0.00	\$0.00
9764	Canopy	1	\$931.00	24.0%	(\$223.44)	\$707.56
Total Base / Options			\$96,685.00		(\$23,204.40)	\$73,480.60

Other Charges

Description	List Price
Delivery Fee	\$750.00
Total Adjustments	\$750.00

Grouped Equipment

Code	Description	Adjusted Selling Price	
15A1TC	6500A E-Cut Hybrid Fairway Mower	\$74,230.60	
Selling Price Subtotal		\$148,461.20	
Total Selling Price		\$194,870.00	(\$23,204.40)
		\$148,461.20	

4066R Compact Utility Tractor (52 PTO hp)

QTY In Group : 1

Hours	---	Suggested List
Serial Number	---	\$101,924.82
Stock Number	---	Selling Price
Contract	Sourcewell Grounds Maint 112624-DAC (PG NB CG 70)	\$92,483.28
Price Effective Date	04-Nov-2025	Discount Amount
PUK Parent Serial #		(\$9,898.52)

Equipment Summary

Code	Description	Qty	List Price	Discount %	Discount \$	Adjusted Selling Price
038BLV	4066R Compact Utility Tractor (52 PTO hp)	1	\$51,662.00	18.0%	(\$9,299.16)	\$42,362.84

Base / Options

Code	Description	Qty	List Price	Discount %	Discount \$	Adjusted Selling Price
0202	United States	1	\$0.00	18.0%	\$0.00	\$0.00
0409	English Operator's Manual and Decal Kit	1	\$0.00	18.0%	\$0.00	\$0.00
1520	eHydro™	1	\$0.00	18.0%	\$0.00	\$0.00
2005	Open Station with Marine Grade Vinyl Deluxe Seat	1	\$0.00	18.0%	\$0.00	\$0.00
2650	Less Radio	1	\$0.00	18.0%	\$0.00	\$0.00
4061	Less iMatch™ Quick Hitch Category 1	1	\$0.00	18.0%	\$0.00	\$0.00
5253	22.50LLx16.1 (6PR, R3 Turf Special, 1 Position)	1	\$693.00	18.0%	(\$124.74)	\$568.26
6253	27x12LL-15 (6PR, R3 Turf Special, 2 Position)	1	\$98.00	18.0%	(\$17.64)	\$80.36
1795	Less Loader	1	\$0.00	18.0%	\$0.00	\$0.00
Total Base / Options			\$52,453.00		(\$9,441.54)	\$43,011.46

Dealer Attachments

Code	Description	Qty	List Price	Discount %	Discount \$	Adjusted Selling Price
LVU32113	Quik-Tatch Weight, 70 lb (32 kg)	8	\$988.40	18.0%	(\$177.91)	\$810.49

BLV10442	Front Weight Bracket Extension Kit	1	\$308.88	18.0%	(\$55.60)	\$253.28
LVB25705	Front Quik-Tatch™ Weight Kit	1	\$59.66	18.0%	(\$10.74)	\$48.92
BXX11040	Dual Rear SCV Mechanical Hitch - 4th and 5th Selective Control Valve Kit Open Station	1	\$1,181.86	18.0%	(\$212.73)	\$969.13
Snake	Open Market Trimax S3 Snake 400	1	\$46,390.00	0.0%	\$0.00	\$46,390.00
Total Dealer Attachments			\$48,928.80		(\$456.98)	\$48,471.82

Other Charges

Description					List Price	
Delivery Fee					\$1,000.00	
Total Adjustments					\$1,000.00	
Selling Price Subtotal					\$92,483.28	
Total Selling Price			\$101,924.82		(\$9,898.52)	\$92,483.28

Price Schedule: Sourcewell RFP # 112624	
Product Description	Discount off MSRP
Turf Equipment	
Residential Zero Turn Radius Mowers – Z300 and Z500 Series	4%
Lawn Tractors – S100 - S240	4%
Lawn Tractors – X300 Series	18%
Garden Tractors – X500 and X700 Series	18%
Equipment for Lawn & Garden Tractors	18%
Commercial Walk Behind Mowers	18%
Commercial Quik Trak Mowers	18%
Commercial Zero Turn Radius Mowers – Z700 Series	9%
Commercial Zero Turn Radius Mowers – Z900 Series	23%
Commercial Front Mowers	23%
Commercial Wide Area Mowers	23%
Equipment for Commercial Mowing	23%
Compact Utility Tractors	18%
Equipment for Compact Utility Tractors	18%
Mid-size Crossover Utility Vehicles	14%
Full-size Crossover Utility Vehicles	14%
Traditional Utility Vehicles (excludes GS Gators)	17%
HPX Utility Vehicles	14%
Golf Equipment	
Golf & Turf – Reel Mowers	24%
Golf & Turf – Special Application Mowers	24%
Golf & Turf – Special Application Vehicles	24%

Golf & Turf – Aercore	24%
Golf & Turf – Debris Management	24%
Golf & Turf – Fleet Management	13%
Frontier Equipment	
Frontier - Cutting & Mowing	18%
Frontier - Hay & Forage	18%
Frontier - Landscape	18%
Frontier - Livestock	18%
Frontier - Material Handling	18%
Frontier - Planting & Seeding	18%
Frontier - Snow Equipment	18%
Frontier - Tillage	18%
Frontier - Sprayers	18%

Discounts listed are off John Deere’s list price. List price can be found on www.deere.com by utilizing “Build & Price” and building the desired machine.

- Note: Discounts will be calculated based on current pricing at the time an agency requests the quote and will be valid for 30 days.**
- Note: John Deere dealers have the option to charge \$8.00 per loaded mile to deliver the equipment to the end-user. Mileages will be calculated using Google Maps.**
- Note: For equipment deliveries to Sourcewell participating entities in Alaska or Hawaii, factory freight to the delivering dealer will be paid by the end-user. Factory freight is known at the time of quoting and will be included on the quote to the end-user.**
- Note: Agencies may utilize www.deere.com to obtain the most current information regarding John Deere dealership locations. Select “Find A Dealer” at the top of the page to locate the nearest dealer.**



Consent Agenda Item No. 6.D.

For City Council: November 24, 2025

Ward Impacted: City Wide

Subject: Consideration and Action on a Resolution Approving the First Amendment to the Fiscal Year (FY) 2024 General Resurfacing - Phase II Project Agreement with Rowe Construction, A Division of United Contractors Midwest, Inc., in the Amount of \$63,334.36, as requested by the Engineering Department.

Recommended Motion: The proposed Resolution be approved.

Strategic Plan:

Goal 2. Upgrade City Infrastructure and Facilities Grow the Local Economy

Objective 2a. Better quality roads and sidewalks

Goal 5. Great Place - Livable, Sustainable City

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

Objective 5b. City decisions consistent with plans and policies

Background: If approved, the City will amend the FY 2024 General Resurfacing - Phase II Program Agreement to include an additional \$63,334.46 to pay for additional unforeseen work related to the program.

On February 26, 2024, Council approved a construction agreement with Rowe Construction for the FY 2024 General Resurfacing – Phase II Program, in the amount of \$1,344,032.66. The agreement included \$150,000 of contingency. Multiple field modifications and extra payment for work by the contractor were necessary as the result of unforeseen conditions. Though staff expected to utilize the contingency during the project, the unforeseen conditions exceeded expectations, resulting in exceeding the contract amount by \$63,336.34. The prior purchase order was 20240538 but an FY26 purchase order will be issued for the additional amount. Please find below an outline of the issues that contributed to exceeding the contract.

- Driveway approach repairs in the final area of the project were performed under time and material circumstances.
- The pavements on Rosney Avenue and State Street were found to be in worse condition after milling the surface. This effort occurred near the end of the project.
- Aging utility structure frames, sewer manholes, and water valve boxes within the pavement needed replacement due to structural deterioration.
- Poor pavement caused inconsistencies with the milled surfaces. Additional hot-mix asphalt surface course was required to address these inconsistencies.
- Other changes in quantities and extent of work compared to the contract documents

Community Groups/Interested Persons Contacted: N/A

Financial Impact: If approved, the City will amend the Fiscal Year (FY) 2024 General Resurfacing - Phase II Project Agreement with Rowe Construction, A Division of United Contractors Midwest, Inc., in the amount of \$63,334.36. Sufficient funds are available in the FY 2026 Budget to cover this cost. This will be paid from the Capital Improvement (Asphalt & Concrete) Fund-Street Construction Improvement account (40120200-72530). Stakeholders can locate this in the FY 2026 Budget Book titled "Other Funds & Capital Improvement" on page 91.

Attachments:

1. Resolution
2. Resolution - Exhibit A

RESOLUTION NO. 2025 - ____

**A RESOLUTION APPROVING THE FIRST AMENDMENT TO THE FISCAL YEAR (FY)
2024 GENERAL RESURFACING – PHASE II PROJECT AGREEMENT WITH ROWE
CONSTRUCTION, A DIVISION OF UNITED CONTRACTORS MIDWEST, INC.,
IN THE AMOUNT OF \$63,334.36**

WHEREAS, subject to the provisions of the City Code, City staff are recommending an amendment to the agreement with Rowe Construction, A Division of United Contractors Midwest, Inc., (“Rowe Construction”), be approved for the Fiscal Year (“FY”) 2024 General Resurfacing – Phase II Project Agreement (“Exhibit A”), in the amount of \$\$63,334.36; and

WHEREAS, the City of Bloomington (“City”) has previously authorized a contract with Rowe Construction for the FY 2024 General Resurfacing – Phase II Project (February 26, 2024, Ordinance 2024-005); and

WHEREAS, the City has encumbered \$1,344,032.66 of budgeted funds for the FY 2024 General Resurfacing – Phase II Project; and

WHEREAS, the awarded contract amount has been utilized by Rowe Construction and will require additional funds for additional work; and

WHEREAS, it is desired to proceed with additional construction by extending the Rowe Construction agreement through a change order for a total contract amount of \$1,407,367.02 with the additional \$63,334.36 being added by change order; and

WHEREAS, the amendment is germane to the original agreement; and

WHEREAS, the City Council finds it in the best interest of the City to approve the Amendment via a Change Order.

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 Change Order, and any other documents necessary to complete this transaction.

PASSED this 24th day of November 2025.

APPROVED this ____ day of November 2025.

CITY OF BLOOMINGTON

ATTEST

Dan Brady, Mayor

Leslie Smith-Yocum, City Clerk

EXHIBIT A

**FIRST AMENDMENT TO AGREEMENT FOR FISCAL YEAR (FY) 2024 GENERAL RESURFACING
– PHASE II PROJECT AGREEMENT WITH ROWE CONSTRUCTION, A DIVISION OF UNITED
CONTRACTORS MIDWEST, INC., IN THE AMOUNT OF \$63,334.36**

This First Amendment, made and entered into this _____ day of November 2025, by and between THE CITY OF BLOOMINGTON, ILLINOIS, (hereinafter “CITY”), and ROWE CONSTRUCTION, A DIVISION OF UNITED CONTRACTORS MIDWEST, INC. (hereinafter “ROWE”), WITNESSETH that:

WHEREAS, on February 26, 2024, an Agreement for the FY 2024 General Resurfacing – Phase II Project (“Agreement”) was made between the CITY and ROWE for resurfacing streets and related items in various Bloomington locations; and

WHEREAS, CITY and ROWE have determined there is a need for additional repairs not originally included in the Agreement that included: paving and repairing driveway approaches, roadway patching more than planned quantities, milled roadway inconsistencies due to poor pavement, replacement of structurally failing utility frames, and other changes in quantities and extents of work; and

WHEREAS, the parties desire to amend the Agreement, as set forth herein, to increase the amount of the Agreement by an additional SIXTY-THREE THOUSAND THREE-HUNDRED THIRTY-FOUR DOLLARS AND 36 CENTS (\$63,334.36) to complete additional repairs;

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants set forth herein, the parties hereto, intending legally to be bound, agree to incorporate the above recitals as if fully restated herein and further agree as follows:

1. Recitals. The recitals set forth above shall be incorporated into the terms and conditions of this First Amendment as if fully set forth herein.

2. Amendment to Agreement. Exhibit B Costs/Fees shall be modified as follows:

Replace total of \$1,344,032.66 with \$1,407,367.02.

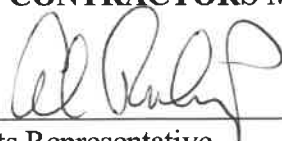
3. In all other respects the FY 2024 General Resurfacing – Phase II Project Agreement shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment to the FY 2024 General Resurfacing – Phase II Project Agreement in duplicate this day and year first above written.

CITY OF BLOOMINGTON

**ROWE CONSTRUCTION, A DIVISION OF
UNITED CONTRACTORS MIDWEST, INC.**

By: _____
Its City Manager

By:  _____
Its Representative

ATTEST:

ATTEST:

By: _____
Its City Clerk

By:  _____
Its Secretary



Consent Agenda Item No. 6.E.

For City Council: November 24, 2025

Ward Impacted: City Wide

Subject: Consideration and Action on a Resolution Approving the First Amendment to the Fiscal Year (FY) 2024 General Resurfacing - Phase I Project Agreement with Rowe Construction, A Division of United Contractors Midwest, Inc., in the Amount of \$47,612.89, as requested by the Engineering Department.

Recommended Motion: The proposed Resolution be approved.

Strategic Plan:

Goal 2. Upgrade City Infrastructure and Facilities Grow the Local Economy

Objective 2a. Better quality roads and sidewalks

Goal 5. Great Place - Livable, Sustainable City

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

Objective 5b. City decisions consistent with plans and policies

Background: If approved, the City will amend the Fiscal Year (FY) 2024 General Resurfacing - Phase I Program Agreement to include an additional \$47,612.89 to pay for additional unforeseen work related to the program.

On October 9, 2023, Council approved a construction agreement with Rowe Construction for the FY 2024 General Resurfacing – Phase I Program, in the amount of \$4,039,820.24. The agreement included \$200,000 of contingency to address unforeseen issues that might arise during construction. Multiple field modifications and extra payment for work by the contractor were necessary as the result of unforeseen conditions. Though staff expected to utilize the contingency during the project, the unforeseen conditions exceeded expectations, resulting in exceeding the contract amount by \$47,612.89. The prior purchase order was 20240311 but an FY26 purchase order will be issued for the additional amount. Please find below an outline of the issues that contributed to exceeding the contract.

- Driveway approach repairs in Miller Park were performed under time and material circumstances on an expedited schedule to accommodate residents due to the approaching Thanksgiving holiday.
- The pavement on Fort Jesse Road was found to be in worse condition after milling.
- Aging utility structure frames, sewer manholes, and water valve boxes within the pavement needed replacement due to structural deterioration.
- Poor pavement caused inconsistencies with the milled surfaces. Additional hot-mix asphalt surface course was required to address the inconsistencies.
- The section of Towanda Avenue that was resurfaced was mainly concrete pavement. After milling, it was determined that the panel joints needed to be cleaned and sealed with asphalt sand mix material prior to surface asphalt being placed.

- Other changes in quantities and extent of work compared to the contract documents.

Community Groups/Interested Persons Contacted: N/A

Financial Impact: If approved, the City will amend the Fiscal Year (FY) 2024 General Resurfacing - Phase I Project Agreement with Rowe Construction, A Division of United Contractors Midwest, Inc., in the amount of \$47,612.89. Sufficient funds are available in the FY 2026 Budget to cover this cost. This will be paid from the Capital Improvement (Asphalt & Concrete) Fund-Street Construction Improvement account (40120200-72530). Stakeholders can locate this in the FY 2026 Budget Book titled "Other Funds & Capital Improvement" on page 91.

Attachments:

1. ENG 1B Resolution
2. ENG 1C Resolution - Exhibit A

RESOLUTION NO. 2025 - ____

A RESOLUTION APPROVING THE FIRST AMENDMENT TO THE FISCAL YEAR (FY) 2024 GENERAL RESURFACING – PHASE I PROJECT AGREEMENT WITH ROWE CONSTRUCTION, A DIVISION OF UNITED CONTRACTORS MIDWEST, INC., IN THE AMOUNT OF \$47,612.89

WHEREAS, subject to the provisions of the City Code, City staff are recommending an amendment to the agreement with Rowe Construction, A Division of United Contractors Midwest, Inc., (“Rowe Construction”), be approved for the Fiscal Year (“FY”) 2024 General Resurfacing – Phase I Project Agreement (“Exhibit A”), in the amount of \$47,612.89; and

WHEREAS, the City of Bloomington (“City”) has previously authorized a contract with Rowe Construction for the FY 2024 General Resurfacing – Phase I Project (October 9, 2023, Ordinance 2023-098); and

WHEREAS, the City has encumbered \$4,039,820.24 of budgeted funds for the FY 2024 General Resurfacing – Phase I Project; and

WHEREAS, the awarded contract amount has been utilized by Rowe Construction and will require additional funds for additional work; and

WHEREAS, it is desired to proceed with additional construction by extending the Rowe Construction agreement through a change order for a total contract amount of \$4,087,433.13 with the additional \$47,612.89 being added by change order; and

WHEREAS, the amendment is germane to the original agreement; and

WHEREAS, the City Council finds it in the best interest of the City to approve the Agreement via a Change Order.

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 Change Order, and any other documents necessary to complete this transaction.

PASSED this 24th day of November 2025.

APPROVED this ____ day of November 2025.

CITY OF BLOOMINGTON

ATTEST

Dan Brady, Mayor

Leslie Smith-Yocum, City Clerk

EXHIBIT A

**FIRST AMENDMENT TO THE FISCAL YEAR (FY) 2024 GENERAL RESURFACING – PHASE I
PROJECT AGREEMENT WITH ROWE CONSTRUCTION, A DIVISION OF UNITED
CONTRACTORS MIDWEST, INC., IN THE AMOUNT OF \$47,612.89**

This First Amendment, made and entered into this ____ day of November 2025, by and between THE CITY OF BLOOMINGTON, ILLINOIS, (hereinafter “CITY”), and ROWE CONSTRUCTION, A DIVISION OF UNITED CONTRACTORS MIDWEST, INC. (hereinafter “ROWE”), WITNESSETH that:

WHEREAS, on October 9, 2023, an Agreement for the FY 2024 General Resurfacing – Phase I Project (“Agreement”) was made between the CITY and ROWE for resurfacing streets and related items in various Bloomington locations; and

WHEREAS, CITY and ROWE have determined there is a need for additional repairs not originally included in the Agreement that included: paving and repairing of driveway approaches, roadway patching exceeding the plan quantities, aging utility frames that required replacement due to structural failures, milled roadway inconsistencies due to poor pavement, joint repairs and crack sealing on concrete pavement, and other changes in quantities and extents of work; and

WHEREAS, the parties desire to amend the Agreement, as set forth herein, to increase the amount of the Agreement by an additional FORTY-SEVEN THOUSAND SIX-HUNDRED TWELVE DOLLARS AND 89 CENTS (\$47,612.89) to complete additional repairs;

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants set forth herein, the parties hereto, intending legally to be bound, agree to incorporate the above recitals as if fully restated herein and further agree as follows:

1. Recitals. The recitals set forth above shall be incorporated into the terms and conditions of this First Amendment as if fully set forth herein.

2. Amendment to Agreement. Exhibit B Costs/Fees shall be modified as follows:

Replace total of \$4,039,820.24 with \$4,087,433.13.

3. In all other respects the FY 2024 General Resurfacing – Phase I Project Agreement shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment to the FY 2024 General Resurfacing – Phase I Project Agreement in duplicate this day and year first above written.

CITY OF BLOOMINGTON

**ROWE CONSTRUCTION, A DIVISION OF
UNITED CONTRACTORS MIDWEST, INC.**

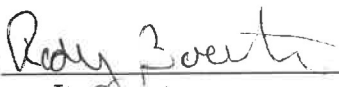
By: _____
Its City Manager

By:  _____
Its Representative

ATTEST:

ATTEST:

By: _____
Its City Clerk

By:  _____
Its Secretary



Consent Agenda Item No. 6.F.

For City Council: November 24, 2025

Ward Impacted: City Wide

Subject: Consideration and Action on a Resolution Approving the Annual Regional Service Agreement with McLean County Regional Planning Commission (MCRPC) for Regional Planning Services, in the Amount of \$54,000 for the MCRPC Fiscal Year of July 1, 2025, through June 30, 2026, as requested by the Development Services Department.

Recommended Motion: The proposed Resolution be approved.

Strategic Plan:

Goal 5. Great Place - Livable, Sustainable City

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

Background: The McLean County Regional Planning Commission ("MCRPC") has provided long-range planning services to the City of Bloomington, Town of Normal, and McLean County for decades. Their function includes services such as preparation of the Long-Range Transportation Plan, compilation and publication of the community's statistical data, and technical assistance with long-range planning (see www.mcplan.org for an example of recent and current efforts).

Every year, the City of Bloomington and the MCRPC enter into a Regional Service Agreement (see attached FY2026 RSA) that outlines services the MCRPC intends to provide to the City over the subsequent 12 months. Additionally, the City pays the MCRPC a flat service fee in two installments. The Regional Service Agreement and fee are consistent across governmental jurisdictions and the annual fees; additionally, federal grants provide operational funding to the MCRPC. The fee this year is consistent with the fee last year, \$54,000. Council approved the previous Regional Service Agreement on June 26, 2024.

Community Groups/Interested Persons Contacted: The City of Bloomington, the Town of Normal, and the County of McLean enter into separate Regional Service Agreements with the McLean County Regional Planning Commission annually. All agreements are in the amount of \$54,000.

Financial Impact: If approved, the MCRPC Regional Service Agreement for \$54,000 will be paid from the Planning-To McLean County Regional Planning account (10015420-75025). This item can be located in the City of Bloomington's FY 2026 Budget Book titled "Budget Overview & General Fund" on page 262. The City budgeted \$54,000 for these services in FY 2026.

Attachments:

1. Resolution
2. Resolution - Exhibit A

RESOLUTION NO. 2025 - ____

**A RESOLUTION APPROVING THE ANNUAL REGIONAL SERVICE AGREEMENT WITH
MCLEAN COUNTY REGIONAL PLANNING COMMISSION (MCRPC) FOR REGIONAL
PLANNING SERVICES, IN THE AMOUNT OF \$54,000 FOR THE MCRPC FISCAL YEAR
OF JULY 1, 2025, THROUGH JUNE 30, 2026**

WHEREAS, the McLean County Regional Planning Commission (MCRPC) annually signs a Regional Service Agreement (AGREEMENT) in the amount of \$54,000 with the City of Bloomington (CITY), attached as Exhibit A, to provide services such as preparation of the Long-Range Transportation Plan, compilation and publication of the community's statistical data, and technical assistance with long-range planning; and

WHEREAS, MCRPC has provided long-range planning services to the CITY, Town of Normal, and McLean County for decades; and

WHEREAS, Council approved the previous AGREEMENT on June 26, 2024; and

WHEREAS, the City annually budgets \$54,000 to be paid to the McLean County Regional Planning Commission as part of the Planning budget; and

WHEREAS, the City Council finds it in the best interest of the City to approve the annual Regional Service 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 (Exhibit A), and any other documents necessary to complete this transaction.

PASSED this 24th day of November 2025.

APPROVED this ____ day of November 2025.

CITY OF BLOOMINGTON

ATTEST

Dan Brady, Mayor

Leslie Smith-Yocum, City Clerk

EXHIBIT A

REGIONAL PLANNING SERVICE AGREEMENT

This agreement is entered into as of the 1st day of July 2025, by and between the McLean County Regional Planning Commission (hereinafter referred to as the "Commission") and the City of Bloomington (hereinafter referred to as the "City").

The parties do mutually agree as follows:

A. Period of Agreement

This agreement shall remain in full force and effect through June 30, 2026.

B. Long Range Planning Services

The Commission shall maintain a permanent professional planning staff capable of performing, or causing to be performed, a long-range planning work program, including the following activities:

1. Assist the City in the periodic updating of plans and ordinances that pertain to planning and development, including the Comprehensive Plan and zoning ordinances and subdivision regulations as needed.
2. Prepare or coordinate the preparation and updating of reports that are an integral part of the McLean County Transportation Study, including the Unified Work Program (UWP), Long Range Transportation Plan (LRTP), and the Transportation Improvement Program (TIP).
3. Maintain a website to post statistical data, plans and studies, and other planning-related information to serve as a resource for local governments and the public.
4. Provide assistance in the preparation of applications for Federal or State funding as needed.
5. Attend meetings of county and municipal government and civic organizations or other groups interested in planning and development as requested and as schedules permit.
6. Provide technical assistance as needed and requested in matters of long-range planning and development.
7. Collaborate in the Regional Housing Initiative, as well as to facilitate implementation of the Regional Housing Recovery Plan.

C. Staff

The Commission shall employ a Director of the Commission and other employees as necessary and authorized by the budget. It is agreed by all parties that the City short range planner will be available to assist the Commission staff to accomplish the activities specified in "B" above as applicable to the City of Bloomington.

D. Financing

The City of Bloomington will remit to the Commission the sum of FIFTY-FOUR THOUSAND AND 00/100 DOLLARS (\$54,000.00) in two equal installments for the period of July 1, 2025 through June 30, 2026. The City will remit TWENTY-SEVEN THOUSAND AND 00/100 DOLLARS (\$27,000.00) for each installment once in July 2025 and again in January 2026 upon the City's receipt of an invoice for said amount.

Mayor - City of Bloomington

City Clerk - City of Bloomington

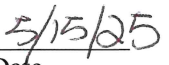
Date



Chairperson
McLean County Regional Planning
Commission



Executive Director
McLean County Regional Planning
Commission



Date



Consent Agenda Item No. 6.G.

For City Council: November 24, 2025

Ward Impacted: Ward 1

Subject: Consideration and Action on a Resolution Approving an Agreement with Baxter & Woodman, Inc., for the Design of Phase 5 of the East Street Basin Project, in the Amount of \$106,517, as requested by the Engineering Department.

Recommended Motion: The proposed Resolution be approved.

Strategic Plan:

Goal 2. Upgrade City Infrastructure and Facilities Grow the Local Economy

Objective 2c. Functional, well maintained sewer collection system

Goal 5. Great Place - Livable, Sustainable City

Objective 5c. Incorporation of "Green Sustainable" concepts into City's development and plans

Background: If approved, the City will enter into an agreement with Baxter & Woodman, Inc. ("Baxter & Woodman") to complete design of Phase 5 of the East Street Basin and Sewer Improvements Project, which is budgeted in Fiscal Year 2026. Phase 5 includes increasing the detention capacity via excavation from the Baker-Ash Basin. In addition, it includes upsizing pipes connecting the Baker-Ash Basin to the ditch along the west side of the basin, which would replace the existing basin outfall pipes.

These improvements will send more water from the ditch into the basin during peak flow conditions and lower flow into the Big 4 Valley Relief sewer. This provides additional storage and potential benefits for events greater than a 10-year storm in the southern portion of the adjacent neighborhood. Phase 5 of the East Street Basin can be viewed on the attached Agreement Exhibit C.

Council approved a contract with Baxter & Woodman on October 25, 2021, following the storm events that caused flooding in June 2021. The contract included project coordination and data collection, sewer system assessment, preliminary design, final design, and assistance during bidding. On November 20, 2023, the Department and Baxter & Woodman provided a presentation to review the existing conditions, hydraulic modeling, and engineering work done to date, along with recommended alternatives and phasing. On January 4, 2024, Council approved an amendment to the contract so that Baxter & Woodman could work with City staff to apply for a federal Community Change Grant. Unfortunately, the City did not receive the grant. Therefore, as the East Street Basin project progressed, the Department split it into multiple phases to make the project's progression more manageable. On March 10, 2025, Council approved an agreement for the design of Phases 1 and 4 of the project.

Through Request for Qualifications ("RFQ") #2025-32 (Resolution #2025-082), Council approved a list of pre-qualified vendors for Architectural, Engineering, and 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 12 selected firms under the Utility Infrastructure (Large) category, which is the key service for the project as described above, and determined Baxter & Woodman to be the most qualified firm to do the work that best meets the City's needs. Based on Baxter & Woodman's selection under RFQ #2025-32 and their experience with previous phases of the East Street Basin and Sewer Improvements project, Baxter & Woodman was asked to submit a proposal for scope and fees associated with Design of Phase 5 of the East Street Basin Project. The vendor chosen for this project utilized a qualifications-based selection process, and, therefore, the City's local preference policy does not apply.

Community Groups/Interested Persons Contacted: N/A

Financial Impact: If approved, the City will enter into an Agreement for Professional Services with Baxter & Woodman for design of Phase 5 of the East Street Basin project, in the Amount of \$106,517. The cost will be split 50/50, with \$53,258.50 being paid out the Sanitary Sewer-Architectural & Engineering Services for Capital account (51101100-70051) and \$53,258.50 out of the Storm Water-Architectural & Engineering Services for Capital account (53103100-70051). Stakeholders can locate this in the FY 2026 Budget Book titled "Other Funds & Capital Improvement" on pages 153, 159, 229, 230, 311, 316, 317, 319, 324 and 325. A total of \$182,000 or \$91,000 each is included in both the Sanitary Sewer and Storm Water Fund budgets for design of Phase 5 of the East Street Basin project.

Attachments:

1. Resolution
2. Resolution - Exhibit A - Agreement
3. Resolution - Exhibit A - Agreement Exhibit A - Description of Services/Work Provided
4. Resolution - Exhibit A - Agreement Exhibit B - Supporting Documents with Cost Estimate
5. Resolution - Exhibit A - Agreement Exhibit C - Location Map

RESOLUTION NO. 2025 - ____

**A RESOLUTION APPROVING AN AGREEMENT WITH BAXTER AND WOODMAN, INC.,
FOR THE DESIGN OF PHASE 5 OF THE EAST STREET BASIN PROJECT, IN THE
AMOUNT OF \$106,517**

WHEREAS, subject to the provisions of the City Code, City staff are recommending an agreement with Baxter and Woodman, Inc., be approved for the design of Phase 5 of the East Street Basin ("Exhibit A"), in the amount of \$106,517 ("PROJECT"); and

WHEREAS, Baxter and Woodman, Inc. was chosen from the Architectural, Engineering, and Professional Services RFQ #2025-32 as the most qualified firm for this project due to their experience with the prior phases of the East Street Basin and Sewer Improvements project; and

WHEREAS, the PROJECT consists of the design of work necessary for construction to increase the detention capacity of the Baker-Ash Basin and upsizing pipes connecting the Baker-Ash Basin to the ditch along the west side of the Basin; and

WHEREAS, City Staff are recommending the approval of the Agreement, including the three Exhibits to the Agreement: Description of Services/Work Provided ("Agreement Exhibit A"), supporting information showing the cost estimate ("Agreement Exhibit B"), and a location map ("Agreement Exhibit C") provided for clarity; and

WHEREAS, City staff believe it is in the best interest of the City to approve the agreement as the City of Bloomington is supportive of completing the PROJECT to improve the City's storm water infrastructure; and

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

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

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

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

PASSED this 24th day of November 2025.

APPROVED this ____ day of November 2025.

CITY OF BLOOMINGTON

ATTEST

Dan Brady, Mayor

Leslie Smith-Yocum, City Clerk

EXHIBIT A

CITY OF BLOOMINGTON AGREEMENT WITH

Baxter & Woodman, Inc.

FOR

Bloomington East Side Reservoir - Phase 5

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

NOW THEREFORE, the PARTIES agree as follows:

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

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

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



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



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

____ (hereinafter "REQUEST").

Accordingly, the provisions of the REQUEST and the proposal submitted by VENDOR (hereinafter collectively referred to as "PROCUREMENT DOCUMENTS" and attached hereto), shall be incorporated into this Agreement 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.



This Agreement was not subject to a formal solicitation process by the CITY, but includes the other required proposal/documents attached hereto in Exhibit C.

Section 4. Payment. For the work performed by VENDOR under this Agreement, the City shall pay VENDOR one of the following:



A flat fee of \$_____ as set forth in the Payment Terms attached as Exhibit B, attached hereto and incorporated herein.



Fees as set forth in the Payment Terms attached as Exhibit B, attached hereto and incorporated herein not to exceed \$ 106,517.00.

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



This Agreement is 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 Section 4 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 said CITY from any and all claims, demands, losses, suits, costs, expenses, and damages which may be brought, sustained, or recovered against said 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 caused by the VENDOR's negligent performance of services performed under this Agreement, except for loss, damage, or expense caused by 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 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 the documents with the condition that City shall not have the right to use such plans or specifications on any other project or for extensions of this project without the express written consent of the VENDOR. 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 that 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. Representations of VENDOR. VENDOR hereby represents it is legally able to perform the work that is subject to the Agreement.

Section 14. 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 15. Compliance with Prevailing Wage. The following shall apply to this Agreement:



This Agreement is not for "public works" 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 16. Equal Opportunity Employment. During the performance of this Agreement, the VENDOR agrees as follows:

- i. The VENDOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The VENDOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The VENDOR agrees to post in conspicuous places available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- ii. The VENDOR will, in all solicitations or advertisements for employees placed by or on behalf of the VENDOR, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- iii. The VENDOR will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the VENDOR's legal duty to furnish information.
- iv. The VENDOR will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the VENDOR's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

Section 17. 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 18. 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 19. 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:

Baxter & Woodman, Inc.
Attn: Matt Moffit, PE, AVP
8430 West Bryn Mawr Ave., #400
Chicago, IL 60631
mmoffit@baxterwoodman.com

If to CITY:

City of Bloomington
Attn: City Manager
115 E. Washington St., Suite 103
Bloomington, IL 61701
admin@cityblm.org

Copy to:

Baxter & Woodman, Inc.
Attn: Contracts
8430 West Bryn Mawr Ave., #400
Chicago, IL 60631
bw.contracts@baxterwoodman.com

Copy to:

City of Bloomington
Attn: Legal Department
115 E. Washington St., Suite 103
Bloomington, IL 61701
legal@cityblm.org

Section 20. Insurance. VENDOR shall, at a minimum, maintain insurance as required in the PROCUREMENT DOCUMENTS or as agreed upon with the City Procurement Manager. Certificates of insurance shall be provided to the CITY and CITY shall be named as additional insured under the policy(ies).

Section 21. Assignment. No PARTY may assign this Agreement, of the proceeds thereof, without prior written consent of the other PARTY.

Section 22. 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 23. Governing Law. This Agreement shall be governed by and interpreted pursuant to the laws of the State of Illinois, County of McLean.

Section 24. 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 25. 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 26. 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 27. Term. The term of this Agreement shall be:



Until all of the services and/or deliverables required to be provided within this Agreement are completed and accepted by CITY.



From _____ year(s) from the date of this Agreement listed above.



By the date state in the PROCUREMENT DOCUMENTS or no later than _____.



This Agreement shall also be subject to the following renewal terms, if any:

Notwithstanding anything herein, the provisions in Sections 10 and 18 shall survive termination.

Section 28. 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 Space Sharing Agreement as of the date first above written.

CITY OF BLOOMINGTON

By: _____
Its City Manager

ATTEST:

By: _____
Its City Clerk

VENDOR

By: _____
Its Associate Vice President

By: _____
Its Deputy Secretary

EXHIBIT A
DESCRIPTION OF SERVICES/WORK PROVIDED

1. PROJECT COORDINATION AND DATA COLLECTION – *This task includes project management and coordination efforts, meetings with City staff, residents, and elected officials, and collection of necessary data to perform the engineering analysis and design.*
 - 1.1. PROJECT MANAGEMENT
 - A. Plan, schedule, and control activities to complete the Project. These activities include but are not limited to budget, schedule, and scope.
 - B. Submit a monthly status report via email describing tasks completed the previous month and outlining goals for the subsequent month.
 - 1.2. PROJECT MEETINGS & PUBLIC INVOLVEMENT
 - A. Conduct a Project kick-off meeting with OWNER's staff and the Project team to establish clear lines of communication, introduce OWNER staff to the team members, and establish the OWNER's detailed needs, objectives, and goals for the Project.
 - B. The meeting will also be used to obtain information, drawings, plans, atlases, and other data to be supplied by the OWNER, and set schedules and guidelines for future design meetings.
 - C. Conduct meetings with staff at times during the design of the Project to clarify staff wishes, design questions, and/or construction methods.
 - D. Design meetings will normally consist of one preliminary "red line" meeting, where the initial layout of the storm sewer facility improvements are approved prior to design drawing preparation, one meeting at approximately 30 percent completion, one at 60 percent completion, and one final meeting at 90 percent completion.
 - E. Present the Study and Recommended Improvements to the OWNER at one (1) Council meeting.
 - 1.3. COLLECT EXISTING DATA
 - A. Obtain, review, and evaluate the following information provided by the OWNER for use in design:
 - 1) Existing drawings, plans, atlases, plats, and reports.
 - 2) Previously completed studies and models.
 - 3) Relevant OWNER planning documents.
 - 4) Available GIS data and aerial photography.
 - B. Create lists of missing or conflicting data.
 - 1.4. SEWER INVENTORY ANALYSIS
 - A. Sewer Structure Evaluation – Manhole Inspections – Manhole assessments include using high accuracy GPS equipment (Trimble DA2), we will locate and survey up to 5 District-owned sewer system structures throughout the District. Data will be collected using the following hardware, software, and coordinate system:
 - a. Esri ArcGIS Online and ArcGIS Field Maps
 - b. Esri ArcGIS Pro Version 3.3.x
 - c. Trimble DA2 GNSS System utilizing CAT 1 corrections (≤ 2 cm horizontal accuracy)

- d. Illinois State Plane – East Zone – U.S. Survey Foot
 - e. Horizontal Control NAD 83
 - f. Vertical Control NAVD 88 (Geoid 18 CONUS)
- B. The information collected will be location, elevation, and general condition of structure. It will also include the material, diameter, direction, and depth of the structures and pipes.
- C. Complete a summary memorandum summarizing the findings of the sewer and structure evaluation and concerns for project design.
- 1.5. TOPOGRAPHIC SURVEY
 - A. Perform topographic survey of the Project limits features in order to develop base sheets for Project plan drawings. State plane coordinates and NAVD 88 are used for horizontal and vertical controls.
 - B. Right of Way: Field-locate existing property corners and utilize available tax parcel information to establish an approximate right-of-way.
 - C. Topographic survey will include the ~1.2 acre site of the project area, and up to 6,500 linear feet of public Right of Way along proposed storm sewer routes.
 - D. Develop base sheets of natural and man-made features from topographic survey data, including creating lists of deficient items for clarification at future site visits.
 - E. Collect drainage structure condition, inverts, size, and flow direction; critical ground elevations to determine overland flow depths; and lowest opening elevations of residential structures (as applicable) within low-lying areas.
- 1.6. SITE VISITS FOR DESIGNERS
 - A. Conduct site visits to familiarize the designer(s) with the sites, clarify any discrepancies on the Drawings, and identify the horizontal and vertical alignment of the storm sewer pipe.
 - B. Walk the proposed improvement routes with staff to: resolve deficient/questionable items from the topographic survey; evaluate the condition of existing pavements, drainage structures, sidewalk (ADA), and curb and gutter; confirm the horizontal and vertical alignment of new pipeline; identify installation methods; identify areas conducive for contractor staging; identify parkway features to be protected, and evaluate restoration options.
 - C. Prepare guidelines for protection of parkway features/trees, traffic control, construction staging, and restoration for the OWNER's use in communicating with residents, and for use during detailed design.
- 1.7. UTILITY LOCATES & COORDINATION
 - A. Complete a Design Stage Request with JULIE, which consists of obtaining names and phone numbers of utilities located within the work area.
 - B. Obtain names and phone numbers of all utilities located within the work area. Contact utilities, obtain atlases where available, and provide preliminary plan sheets to utility companies for their markup and return.
 - C. Record and maintain documentation of communications with utilities.
- 1.9. GEOTECHNICAL INVESTIGATION
 - A. Arrange for a geotechnical sub-consultant to make pavement cores and/or soil borings, collect and analyze soil samples, determine groundwater levels, and prepare a written report.
 - B. Pavement Cores of the surface, and base material along the public Right of Way, for determining the composition of the existing pavement material within the

- Project limits. Baxter & Woodman will provide a boring and core location map prior to this work. (1 cores and 2 borings at approximately 25' deep are estimated)
- C. Collect 15-foot soil borings within the foot print of the proposed pond and obtain topsoil thicknesses at select locations. Provide analysis and recommendations as appropriate for the Project. (2 borings are anticipated)
2. PRELIMINARY DESIGN – *This task will include establishment of design criteria, and preliminary design of the project. Preliminary design generally includes design of the layout of the basin excavation, the location on the inlet and outlet control structures, and the alignment and profile of the proposed storm water sewer. Additionally, a preliminary Engineer's Opinion of Probably Cost will be prepared.*
 - 2.1. STORMWATER CALCULATIONS
 - A. Update the provided hydraulic model with preliminary design data to confirm the required storm sewer sizes, elevations, and number, size and location of inlet structures.
 - B. Prepare preliminary ditch, inlet, culvert, and storm sewer design for the proposed improvements.
 - 2.2. EVALUATE ALTERNATIVES
 - A. Work with OWNER to determine the condition of the existing sanitary sewer, alternatives to replacement, and whether or not construction means and methods might affect sanitary sewer main line pipe.
 - B. Determine the preferred geometric layout and cross section throughout the Project. Identify design constraints including clear zone, obstructions, drainage limitations, and potential design exceptions.
 - 2.3. PRELIMINARY DESIGN DOCUMENTS
 - A. Develop base sheets of natural and man-made features from topographic survey data.
 - B. Indicate the location of all utilities that can be obtained from the best available records, including utility company atlases.
 - C. Create lists of deficient items for clarification at future site visits.
 - D. Prepare Design Documents consisting of Drawings showing the extent and character of construction work to be furnished and performed by the Contractor(s) selected by the OWNER and Specifications, which are prepared in conformance with the format of the Construction Specification Institute.
 - E. Prepare CADD-generated preliminary plan sheets that indicate the proposed layout of design elements.
 - 2.4. PRELIMINARY ENGINEER'S OPINION OF PROBABLE COST - Prepare Opinion of Probable Costs (OPC) for the Project including: construction cost; contingencies; construction engineering services.
 - 2.5. PEER AND CONSTRUCTABILITY REVIEWS
 - A. Conduct QA/QC peer reviews of drawings and specifications.
 - B. Utilize Construction Department personnel to provide a review of drawings and specifications.
 - C. Make revisions to Drawings and Specifications based on comments from both engineering and construction departments.
 - 2.6. DELIVERABLES
 - A. Full sized preliminary plan sheets – One (1) copy
 - B. Quarter sized preliminary plan sheets – One (1) copy

- C. Preliminary Engineer's Opinion of Probable Costs
 - D. Digital copy of plan sheets and EOPC
- 3. FINAL DESIGN – *This task includes preparation of final contract documents (plans and specifications) for permitting and bidding of the project. The design contract includes design of ~2 acre-foot detention facility on the ~1.2 acre site, approximately 1,100 linear feet of storm sewer, associated structures, and any retaining wall needed in conjunction with the basin. Any retaining wall is assumed to be 3 feet or under in height. Structural engineering will review design drawings of the retaining wall.*
 - 3.1. DETAILED ENGINEERING
 - A. Review and respond to 30%, 60%, and Pre-Final plan sheets comments.
 - B. Finalize the preferred geometric layout and cross section throughout the Project.
 - C. Roadway improvements associated with sewer construction include trench patching and required ADA intersection improvements, and may include resurfacing, sidewalk/cure/driveway apron replacement. Redesign of roadway and other surface improvements (full "reconstruction" including adjustments to the alignment/profile/cross-section), or design of utilities not specifically required for the storm sewer improvements are NOT included.
 - D. Finalize the pipeline design for the proposed improvements including the location and elevation of ditches, culverts, pipelines, valves, fire hydrants, manholes, catch basins, inlets, water services; and building service lines.
 - E. Prepare Design Documents consisting of Drawings showing the general scope, extent and character of construction work to be furnished and performed by the Contractor(s) selected by OWNER and Specifications, which will be prepared in conformance with the format of the Construction Specification Institute.
 - 3.2. MAINTENANCE OF TRAFFIC AND CONSTRUCTION STAGING - Develop a preferred maintenance of traffic and staging plan and submit to the OWNER for comment and approval. Identify the preferred strategy for maintaining traffic and driveway access. Complete a design of the preferred staging plan, which may include a detour or staged construction. Prepare construction staging notes, typical sections, and layout to maintain local traffic flow through the construction zone. Confer with OWNER staff, emergency services, and public transportation agencies to consider local impacts and concerns.
 - 3.3. CONTRACT DOCUMENTS - Prepare for review and approval by the OWNER and its legal counsel the forms of Construction Contract Documents consisting of Advertisement for Bids, Bidder Instructions. Bid Form, Agreement, Performance Bond Form, Payment Bond Form, General Conditions, and Supplementary Conditions, where appropriate, based upon standard OWNER contract documents.
 - 3.4. QUALITY CONTROL REVIEWS
 - A. Conduct QA/QC peer reviews of drawings and specifications.
 - B. Utilize Construction Department personnel to provide a constructability review of drawings and specifications.
 - C. Make revisions based upon comments from both engineering and construction department comments.
 - 3.5. PERMITS AND AGENCY COORDINATION
 - A. Submit the design documents to obtain permits from IEPA.
 - B. Submit a Notice of Intent and the Stormwater Pollution Prevention Plan to the IEPA for a General NPDES Permit No. ILR10.

- 3.6. ENGINEER'S OPINION OF PROBABLE COST - Prepare Opinion of Probable Costs (OPC) for the Project including: construction cost; contingencies; construction engineering services; and, on the basis of information furnished by the OWNER, allowances for legal services, financial consultants, and any administrative services or other costs necessary for completion of the Project.
- 3.7. DELIVERABLES
 - A. Full sized For Bid Plan Sheets – One (1) copy
 - B. 11x17 sized For Bid Plan Sheets – One (1) copy
 - C. Project Manual – One (1) copy
 - D. Engineer's Opinion of Probable Cost
 - E. Digital copy of plan sheets, contract documents, and EOPC
 - F. Digital copy of CAD files and hydraulic model files.
4. ASSISTANCE DURING BIDDING
 - 4.1. BID ADVERTISEMENT
 - A. Answer bidders' questions during bid period.
 - B. ADDENDUMS -Issue necessary addenda to all plan holders as necessary.
 - 4.2. BID OPENING
 - A. Attend virtual bid opening with staff and assist in reviewing and checking of bid package submittals as required.
 - B. Tabulate all bids received and review all bid submittals to verify low bid is responsive and responsible.
 - C. Issue a Letter of Recommendation to Award the construction contract to the OWNER for their action.

Subconsultants:

- A. The following subconsultants are intended to be utilized as described:
 1. **Rubino Engineering Inc.** - Woman Owned Business Enterprise – Geotechnical Engineer that will perform pavement cores and soil borings, as well as perform geotechnical analysis of the in situ soils.

Direct Costs:

Direct costs included in the fee spreadsheets account for mileage, equipment, materials, and accommodations during project meetings, site topographic survey, site visits,.

Schedule:

Notice To Proceed	October	2025
30 % Design	December	2025
Final Design/Bidding	Spring	2026

EXHIBIT B
PAYMENT TERMS

1. The CONTRACTOR shall submit all invoices, based on the CONTRACTOR'S progress reports, to the CITY no more than once a month for partial payment on account for the CONTRACTOR'S work to date. Such invoices shall represent the value, to the CITY of the partially completed work, based on the sum of the actual costs incurred, plus a percentage of the fixed fee for the fully completed work.
2. The CITY agrees to pay the CONTRACTOR:
 - (a) For progressive payments - Upon receipt of monthly invoices from the CONTRACTOR and the approval thereof by the CITY, monthly payments for the work performed shall be due and payable to the CONTRACTOR, such payments to be equal to the value of the partially completed work minus all previous partial payments made to the CONTRACTOR.
 - (b) Final payments - Upon approval of the work by the CITY but not later than 60 days after the work is completed and reports have been made and accepted by the CITY a sum of money equal to the basic fee as determined in the AGREEMENT less the total of the amount of partial payments paid to the CONTRACTOR shall be due and payable to the CONTRACTOR.
3. The CITY agrees to pay the CONTRACTOR as compensation for all services rendered in the accordance with the AGREEMENT on the basis of the following compensation method.

Method of Compensation: Cost plus

Total Compensation = $DL + OH(DL) + DC$

Where:

DL is the total Direct Labor, DC is the total Direct Cost,

OH is the firm's overhead rate applied to their DL

4. The CITY may suspend work on the project. If this AGREEMENT is suspended by the CITY for more than thirty (30) calendar days, consecutive or in aggregate, over the term of this AGREEMENT, the CONTRACTOR shall be compensated for all services performed and reimbursable expenses incurred prior to receipt of notice of suspension. In addition, upon the resumption of services the CITY shall compensate the CONTRACTOR for expenses incurred as a result of the suspension and resumption of its services, and the CONTRACTOR'S schedule and fees for the remainder of the project shall be equitably adjusted.



COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

FIXED RAISE

Local Public Agency	County	Section Number
City of Bloomington	McLean	
Prime Consultant (Firm) Name	Prepared By	Date
Baxter & Woodman, Inc.	Mita Garasia	
Consultant / Subconsultant Name	Job Number	
Baxter & Woodman, Inc.	211906.55	

Note: This is name of the consultant the CECS is being completed for.
This name appears at the top of each tab.

Remarks

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PAYROLL ESCALATION TABLE

CONTRACT TERM	12	MONTHS	OVERHEAD RATE	163.36%
START DATE	9/26/2025		COMPLEXITY FACTOR	0
RAISE DATE	12/28/2025		% OF RAISE	3.00%
END DATE	9/25/2026			

ESCALATION PER YEAR

Year	First Date	Last Date	Months	% of Contract
0	9/26/2025	12/28/2025	3	25.00%
1	12/29/2025	9/28/2026	9	77.25%

Local Public Agency	County	Section Number
City of Bloomington	McLean	
Consultant / Subconsultant Name		Job Number
Baxter & Woodman, Inc.		211906.55

PAYROLL RATES

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET FIXED RAISE

MAXIMUM PAYROLL RATE	90.00
ESCALATION FACTOR	2.25%

CLASSIFICATION	IDOT PAYROLL RATES ON FILE	CALCULATED RATE
Executive Vice President	\$90.00	\$90.00
Vice President	\$85.42	\$87.34
Engineer VII	\$73.38	\$75.03
Engineer VI	\$71.42	\$73.03
Engineer V	\$60.15	\$61.50
Engineer IV	\$53.75	\$54.96
Engineer III	\$47.08	\$48.14
Engineer II	\$40.63	\$41.54
Engineer I	\$36.35	\$37.17
Electrical Automation Engineer IV	\$53.75	\$54.96
Environ. Scientist V	\$58.58	\$59.90
Environ. Scientist IV	\$43.00	\$43.97
Engineer Tech V	\$56.32	\$57.59
Engineer Tech IV	\$47.93	\$49.01
Engineer Tech III	\$41.63	\$42.57
Engineer Tech II	\$34.33	\$35.10
Engineer Tech I	\$30.00	\$30.68
Spatial Tech. Prof. IV	\$52.00	\$53.17
Spatial Tech. Prof. II	\$35.00	\$35.79
Survey Manager	\$55.00	\$56.24
Surveyor, Project	\$42.83	\$43.79
Survey Tech. I	\$27.63	\$28.25
CADD Technician III	\$46.45	\$47.50
Marketing Prof. IV	\$45.00	\$46.01
Marketing Prof. III	\$43.25	\$44.22
Admin. Support IV	\$40.33	\$41.24

Local Public Agency	County	Section Number
City of Bloomington	McLean	
Consultant / Subconsultant Name		Job Number
Baxter & Woodman, Inc.		211906.55

SUBCONSULTANTS

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

[illegible]

NOTE: Only subconsultants who fill out a cost estimate that splits out direct labor may be listed on this sheet.

Local Public Agency

City of Bloomington

County

McLean

Section Number

Consultant / Subconsultant Name

Baxter & Woodman, Inc.

Job Number

211906.55

DIRECT COSTS WORKSHEET

List ALL direct costs required for this project. Those not listed on the form will not be eligible for reimbursement by the LPA on this project.

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

ITEM	ALLOWABLE	QUANTITY	CONTRACT RATE	TOTAL
Lodging (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual Cost (Up to state rate maximum)			\$0.00
Lodging Taxes and Fees (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual Cost			\$0.00
Air Fare	Coach rate, actual cost, requires minimum two weeks' notice, with prior IDOT approval			\$0.00
Vehicle Mileage (per GOVERNOR'S TRAVEL CONTROL BOARD)	Up to state rate maximum	564	\$0.70	\$394.80
Vehicle Owned or Leased	\$32.50/half day (4 hours or less) or \$65/full day			\$0.00
Vehicle Rental	Actual Cost (Up to \$55/day)			\$0.00
Tolls	Actual Cost			\$0.00
Parking	Actual Cost			\$0.00
Overtime	Premium portion (Submit supporting documentation)			\$0.00
Shift Differential	Actual Cost (Based on firm's policy)			\$0.00
Overnight Delivery/Postage/Courier Service	Actual Cost (Submit supporting documentation)			\$0.00
Copies of Deliverables/Mylars (In-house)	Actual Cost (Submit supporting documentation)			\$0.00
Copies of Deliverables/Mylars (Outside)	Actual Cost (Submit supporting documentation)			\$0.00
Project Specific Insurance	Actual Cost			\$0.00
Monuments (Permanent)	Actual Cost			\$0.00
Photo Processing	Actual Cost			\$0.00
2-Way Radio (Survey or Phase III Only)	Actual Cost			\$0.00
Telephone Usage (Traffic System Monitoring Only)	Actual Cost			\$0.00
CADD	Actual Cost (Max \$15/hour)			\$0.00
Web Site	Actual Cost (Submit supporting documentation)			\$0.00
Advertisements	Actual Cost (Submit supporting documentation)			\$0.00
Public Meeting Facility Rental	Actual Cost (Submit supporting documentation)			\$0.00
Public Meeting Exhibits/Renderings & Equipment	Actual Cost (Submit supporting documentation)			\$0.00
Recording Fees	Actual Cost			\$0.00
Transcriptions (specific to project)	Actual Cost			\$0.00
Courthouse Fees	Actual Cost			\$0.00
Storm Sewer Cleaning and Televising	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Traffic Control and Protection	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Aerial Photography and Mapping	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Utility Exploratory Trenching	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Testing of Soil Samples	Actual Cost			\$0.00
Lab Services	Actual Cost (Provide breakdown of each cost)			\$0.00
Equipment and/or Specialized Equipment Rental	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
TOTAL DIRECT COSTS:				\$394.80

Local Public Agency

City of Bloomington

County

McLean

Section Number

Job Number

211906.55

Consultant / Subconsultant Name

Baxter & Woodman, Inc.

COST ESTIMATE WORKSHEET

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

OVERHEAD RATE 163.36%

COMPLEXITY FACTOR 0

TASK	DIRECT COSTS (not included in row totals)	STAFF HOURS	PAYROLL	OVERHEAD & FRINGE BENEFITS	FIXED FEE	SERVICES BY OTHERS	TOTAL	% OF GRAND TOTAL
Project Management		35	1,685	2,752	556		4,993	4.69%
Client Meetings		20	1,266	2,068	418		3,752	3.52%
Site Visits		16	772	1,261	255		2,288	2.15%
Utility Locates & Coordination		16	732	1,195	241		2,168	2.04%
MH Inspections		20	890	1,453	294		2,637	2.48%
Survey		28	1,263	2,064	417		3,744	3.51%
Permitting		20	931	1,521	307		2,759	2.59%
ROW Analysis & Utility Conflict Review		20	921	1,505	304		2,730	2.56%
Planting Plan		8	415	679	137		1,231	1.16%
Transportation		20	1,030	1,682	340		3,052	2.87%
Structural		20	1,306	2,134	431		3,871	3.63%
60% - Plans - Detail Engr.		135	6,201	10,130	2,046		18,377	17.25%
60% - Specs		30	1,380	2,255	456		4,091	3.84%
60% - EOPC		35	1,534	2,505	506		4,545	4.27%
60% - QA/QC		10	550	898	181		1,629	1.53%
90% - Plans - Detail Engr.		60	2,727	4,455	900		8,082	7.59%
90% - Specs		25	1,206	1,970	398		3,574	3.36%
90% - EOPC		12	557	910	184		1,651	1.55%
90% - QA/QC		16	879	1,437	290		2,606	2.45%
Final - Plans - Detail Engr.		50	2,301	3,758	759		6,818	6.40%
Final - Specs		17	816	1,333	269		2,418	2.27%
Final - EOPC		10	481	786	159		1,426	1.34%
Final - QA/QC		10	550	898	181		1,629	1.53%
Bidding Assistance		20	1,097	1,792	362		3,251	3.05%
Rubino Subconsultant			-	-	-	12,800	12,800	12.02%
			-	-	-		-	
			-	-	-		-	
			-	-	-		-	
			-	-	-		-	
Subconsultant DL							\$0.00	
Direct Costs Total ==>	\$0.00						\$394.80	0.37%
TOTALS		653	31,490	51,441	10,391	12,800	106,517	100.00%

Local Public Agency

City of Bloomington

Consultant / Subconsultant Name

Baxter & Woodman, Inc.

County

McLean

Section Number

Job Number

211906.55

AVERAGE HOURLY PROJECT RATES

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

SHEET 1 OF 5

PAYROLL CLASSIFICATION	AVG HOURLY RATES	TOTAL PROJ. RATES			Project Management			Client Meetings			Site Visits			Utility Locates & Coordination			MH Inspections		
		Hours	% Part.	Wgt'd Avg	Hours	% Part.	Wgt'd Avg	Hours	% Part.	Wgt'd Avg	Hours	% Part.	Wgt'd Avg	Hours	% Part.	Wgt'd Avg	Hours	% Part.	Wgt'd Avg
Executive Vice President	90.00	0.0																	
Vice President	87.34	0.0																	
Engineer VII	75.03	15.0	2.30%	1.72				10	50.00%	37.52									
Engineer VI	73.03	10.0	1.53%	1.12															
Engineer V	61.50	5.0	0.77%	0.47															
Engineer IV	54.96	174.0	26.65%	14.64				5	25.00%	13.74	8	50.00%	27.48	5	31.25%	17.17			
Engineer III	48.14	119.0	18.22%	8.77	35	100.00%	48.14	5	25.00%	12.03									
Engineer II	41.54	119.0	18.22%	7.57							8	50.00%	20.77	11	68.75%	28.56			
Engineer I	37.17	85.0	13.02%	4.84															
Electrical Automation Engin	54.96	0.0																	
Environ. Scientist V	59.90	4.0	0.61%	0.37															
Environ. Scientist IV	43.97	4.0	0.61%	0.27															
Engineer Tech V	57.59	10.0	1.53%	0.88															
Engineer Tech IV	49.01	0.0																	
Engineer Tech III	42.57	0.0																	
Engineer Tech II	35.10	0.0																	
Engineer Tech I	30.68	0.0																	
Spatial Tech. Prof. IV	53.17	10.0	1.53%	0.81													10	50.00%	26.59
Spatial Tech. Prof. II	35.79	10.0	1.53%	0.55													10	50.00%	17.89
Survey Manager	56.24	0.0																	
Surveyor, Project	43.79	18.0	2.76%	1.21															
Survey Tech. I	28.25	0.0																	
CADD Technician III	47.50	60.0	9.19%	4.36															
Marketing Prof. IV	46.01	0.0																	
Marketing Prof. III	44.22	0.0																	
Admin. Support IV	41.24	10.0	1.53%	0.63															
		0.0																	
TOTALS		653.0	100%	\$48.22	35.0	100.00%	\$48.14	20.0	100%	\$63.29	16.0	100%	\$48.25	16.0	100%	\$45.74	20.0	100%	\$44.48

Local Public Agency

City of Bloomington

Consultant / Subconsultant Name

Baxter & Woodman, Inc.

County

McLean

Section Number

Job Number

211906.55

AVERAGE HOURLY PROJECT RATES

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

SHEET _ 2 _ OF _ 5 _

PAYROLL CLASSIFICATION	AVG HOURLY RATES	Survey			Permitting			ROW Analysis & Utility Conflict Review			Planting Plan			Transportation			Structural		
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg
Executive Vice President	90.00																		
Vice President	87.34																		
Engineer VII	75.03																		
Engineer VI	73.03																10	50.00%	36.51
Engineer V	61.50													5	25.00%	15.38			
Engineer IV	54.96				5	25.00%	13.74	10	50.00%	27.48									
Engineer III	48.14				5	25.00%	12.03							15	75.00%	36.10			
Engineer II	41.54				10	50.00%	20.77												
Engineer I	37.17							10	50.00%	18.58									
Electrical Automation Engineer	54.96																		
Environ. Scientist V	59.90										4	50.00%	29.95						
Environ. Scientist IV	43.97										4	50.00%	21.98						
Engineer Tech V	57.59																10	50.00%	28.79
Engineer Tech IV	49.01																		
Engineer Tech III	42.57																		
Engineer Tech II	35.10																		
Engineer Tech I	30.68																		
Spatial Tech. Prof. IV	53.17																		
Spatial Tech. Prof. II	35.79																		
Survey Manager	56.24																		
Surveyor, Project	43.79	18	64.29%	28.15															
Survey Tech. I	28.25																		
CADD Technician III	47.50	10	35.71%	16.96															
Marketing Prof. IV	46.01																		
Marketing Prof. III	44.22																		
Admin. Support IV	41.24																		
TOTALS		28.0	100%	\$45.12	20.0	100%	\$46.55	20.0	100%	\$46.06	8.0	100%	\$51.93	20.0	100%	\$51.48	20.0	100%	\$65.31

Local Public Agency

City of Bloomington

County

McLean

Section Number

Consultant / Subconsultant Name

Baxter & Woodman, Inc.

Job Number

AVERAGE HOURLY PROJECT RATES

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

SHEET _ 3 _ OF _ 5 _

PAYROLL CLASSIFICATION	AVG HOURLY RATES	60% - Plans - Detail Engr.			60% - Specs			60% - EOPC			60% - QA/QC			90% - Plans - Detail Engr.			90% - Specs		
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg
Executive Vice President	90.00																		
Vice President	87.34																		
Engineer VII	75.03																		
Engineer VI	73.03																		
Engineer V	61.50																		
Engineer IV	54.96	25	18.52%	10.18	10	33.33%	18.32	10	28.57%	15.70	10	100.00%	54.96	15	25.00%	13.74	10	40.00%	21.98
Engineer III	48.14	15	11.11%	5.35				5	14.29%	6.88				15	25.00%	12.03	5	20.00%	9.63
Engineer II	41.54	25	18.52%	7.69	20	66.67%	27.70							15	25.00%	10.39	10	40.00%	16.62
Engineer I	37.17	25	18.52%	6.88				20	57.14%	21.24				15	25.00%	9.29			
Electrical Automation Engineer	54.96																		
Environ. Scientist V	59.90																		
Environ. Scientist IV	43.97																		
Engineer Tech V	57.59																		
Engineer Tech IV	49.01																		
Engineer Tech III	42.57																		
Engineer Tech II	35.10																		
Engineer Tech I	30.68																		
Spatial Tech. Prof. IV	53.17																		
Spatial Tech. Prof. II	35.79																		
Survey Manager	56.24																		
Surveyor, Project	43.79																		
Survey Tech. I	28.25																		
CADD Technician III	47.50	45	33.33%	15.83															
Marketing Prof. IV	46.01																		
Marketing Prof. III	44.22																		
Admin. Support IV	41.24																		
TOTALS		135.0	100%	\$45.93	30.0	100%	\$46.02	35.0	100%	\$43.82	10.0	100%	\$54.96	60.0	100%	\$45.45	25.0	100%	\$48.23

Local Public Agency

City of Bloomington

County

McLean

Section Number

Consultant / Subconsultant Name

Baxter & Woodman, Inc.

Job Number

AVERAGE HOURLY PROJECT RATES

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

SHEET 4 OF 5

PAYROLL CLASSIFICATION	AVG HOURLY RATES	90% - EOPC			90% - QA/QC			Final - Plans - Detail Engr.			Final - Specs			Final - EOPC			Final - QA/QC		
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg
Executive Vice President	90.00																		
Vice President	87.34																		
Engineer VII	75.03																		
Engineer VI	73.03																		
Engineer V	61.50																		
Engineer IV	54.96	5	41.67%	22.90	16	100.00%	54.96	15	30.00%	16.49	5	29.41%	16.16	5	50.00%	27.48	10	100.00%	54.96
Engineer III	48.14	2	16.67%	8.02				10	20.00%	9.63	2	11.76%	5.66						
Engineer II	41.54							15	30.00%	12.46	5	29.41%	12.22						
Engineer I	37.17	5	41.67%	15.49				10	20.00%	7.43									
Electrical Automation Engine	54.96																		
Environ. Scientist V	59.90																		
Environ. Scientist IV	43.97																		
Engineer Tech V	57.59																		
Engineer Tech IV	49.01																		
Engineer Tech III	42.57																		
Engineer Tech II	35.10																		
Engineer Tech I	30.68																		
Spatial Tech. Prof. IV	53.17																		
Spatial Tech. Prof. II	35.79																		
Survey Manager	56.24																		
Surveyor, Project	43.79																		
Survey Tech. I	28.25																		
CADD Technician III	47.50										5	29.41%	13.97						
Marketing Prof. IV	46.01																		
Marketing Prof. III	44.22																		
Admin. Support IV	41.24													5	50.00%	20.62			
TOTALS		12.0	100%	\$46.41	16.0	100%	\$54.96	50.0	100%	\$46.01	17.0	100%	\$48.02	10.0	100%	\$48.10	10.0	100%	\$54.96

Local Public Agency

City of Bloomington

County

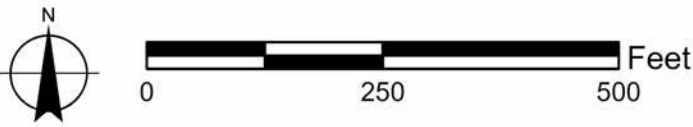
McLean

Section Number**Consultant / Subconsultant Name**

Baxter & Woodman, Inc.

Job Number**AVERAGE HOURLY PROJECT RATES****EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET**SHEET 5 OF 5

PAYROLL CLASSIFICATION	AVG HOURLY RATES	Bidding Assistance			Rubino Subconsultant														
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg
Executive Vice President	90.00																		
Vice President	87.34																		
Engineer VII	75.03	5	25.00%	18.76															
Engineer VI	73.03																		
Engineer V	61.50																		
Engineer IV	54.96	5	25.00%	13.74															
Engineer III	48.14	5	25.00%	12.03															
Engineer II	41.54																		
Engineer I	37.17																		
Electrical Automation Engineer	54.96																		
Environ. Scientist V	59.90																		
Environ. Scientist IV	43.97																		
Engineer Tech V	57.59																		
Engineer Tech IV	49.01																		
Engineer Tech III	42.57																		
Engineer Tech II	35.10																		
Engineer Tech I	30.68																		
Spatial Tech. Prof. IV	53.17																		
Spatial Tech. Prof. II	35.79																		
Survey Manager	56.24																		
Surveyor, Project	43.79																		
Survey Tech. I	28.25																		
CADD Technician III	47.50																		
Marketing Prof. IV	46.01																		
Marketing Prof. III	44.22																		
Admin. Support IV	41.24	5	25.00%	10.31															
TOTALS		20.0	100%	\$54.84	0.0	0%	\$0.00	0.0	0%	\$0.00	0.0	0%	\$0.00	0.0	0%	\$0.00	0.0	0%	\$0.00





Consent Agenda Item No. 6.H.

For City Council: November 24, 2025

Ward Impacted: City Wide

Subject: Consideration and Action on a Resolution Approving an Agreement with Baxter & Woodman, Inc., for Phase 1 Sanitary Sewer Hydraulic Modeling, in the Amount of \$85,000, as requested by the Engineering Department.

Recommended Motion: The proposed Resolution be approved.

Strategic Plan:

Goal 2. Upgrade City Infrastructure and Facilities Grow the Local Economy

Objective 2c. Functional, well maintained sewer collection system

Goal 5. Great Place - Livable, Sustainable City

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

Background: If approved, the City will enter into an agreement with Baxter & Woodman, Inc. ("Baxter & Woodman") to create and calibrate a hydraulic model of the City's sanitary sewer system to better assess the current level of service of the system and the feasibility of future developments. The project also includes adding the City's sanitary sewer model to the Bloomington-Normal Water Reclamation District's existing sanitary sewer model, which would allow it to account for the impacts of the City's sewer network on their collector sewers.

Through Request for Qualifications ("RFQ") #2025-32 (Resolution #2025-082), Council approved a list of prequalified vendors for Architectural, Engineering, and 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 12 selected firms under the Utility Infrastructure (Large) category, which is the key service for the project as described above, and determined Baxter & Woodman to be the most qualified firm to do the work that best meets the City's needs. Based on Baxter & Woodman's selection under RFQ #2025-32 and their previous experience providing hydraulic modeling for the City, Baxter & Woodman was asked to submit a proposal for scope and fees associated with Phase 1 Sanitary Sewer Hydraulic Modeling. The vendor chosen for this project utilized a qualifications-based selection process, and, therefore, the City's local preference policy does not apply.

Community Groups/Interested Persons Contacted: N/A

Financial Impact: If approved, the City will enter into an Agreement with Baxter & Woodman, Inc., for Phase 1 Sanitary Sewer Hydraulic Modeling, in the Amount of \$85,000. This will be paid out of the Sanitary Sewer-Engineering Services account (51101100-70050). Stakeholders can locate this in the FY 2026 Budget Book titled "Other Funds & Capital Improvement" on page 153.

Attachments:

1. Resolution
2. Resolution - Exhibit A

RESOLUTION NO. 2025 - ____

**A RESOLUTION APPROVING AN AGREEMENT WITH BAXTER & WOODMAN, INC., FOR
PHASE 1 SANITARY SEWER HYDRAULIC MODELING, IN THE AMOUNT OF \$85,000**

WHEREAS, subject to the provisions of the City Code, City staff are recommending an Agreement with Baxter & Woodman, Inc. be approved for Phase 1 Sanitary Sewer Hydraulic Modeling, in the amount of \$85,000 ("PROJECT"); and

WHEREAS, the PROJECT consists of work necessary to create and calibrate a hydraulic model of the City's sanitary sewer system to better assess the current level of service of the system and the feasibility of future developments; and

WHEREAS, the PROJECT also includes adding the City's sanitary sewer model to the Bloomington-Normal Water Reclamation District's existing sanitary sewer model, which would allow it to account for the impacts of the City's sewer network on its collector sewers; and

WHEREAS, the City Council finds it in the best interest of the City to approve the PROJECT and the aforementioned Agreement (Exhibit A).

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

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

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

PASSED this 24th day of November 2025.

APPROVED this ____ day of November 2025.

CITY OF BLOOMINGTON

ATTEST

Dan Brady, Mayor

Leslie Smith-Yocum, City Clerk

EXHIBIT A

CITY OF BLOOMINGTON AGREEMENT WITH

FOR

Bloomington Sanitary Sewer Model, Phase 1

THIS AGREEMENT, dated this ____ day of _____, 202__, is between the City of Bloomington, IL (hereinafter "CITY") and Baxter & Woodman, Inc. (hereinafter "VENDOR"). CITY and VENDOR may hereinafter collectively be referred to as the "PARTIES" and individually as the "PARTY".

NOW THEREFORE, the PARTIES agree as follows:

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

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

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

☐

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

☒

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

RFQ #25-32 Multi-Year Professional A,E, &P Services (hereinafter "REQUEST").

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

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

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

☒

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

☐

This Agreement is subject to bonding requirements.

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

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

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

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

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

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

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

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

Section 10. Indemnification. To the fullest extent permitted by law, VENDOR shall indemnify and hold harmless CITY, its officers, officials, agents, and employees from claims, demands, causes of action, and liabilities of every kind and nature recoverable under applicable law caused by VENDOR's negligent performance under this Agreement, except for loss, damage, or expense arising 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. Use of documents on any other project or extension of this project shall be at CITY's sole risk and without liability to VENDOR and VENDOR's consultants. VENDOR further acknowledges any such documents may be subject to release under the Illinois Freedom of Information Act.

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

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

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

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

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

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

☒

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

☐

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

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

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

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

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

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

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

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

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

If to VENDOR:

Baxter & Woodman
Matt Moffitt
8430 W. Bryn Mawr Ave
Chicago, IL 60631
mmoffitt@baxterwoodman.com

Copy to:

Baxter & Woodman
8678 Ridgely Road
Crystal Lake, IL 60012

Section 22.

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

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

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

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

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

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

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

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

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

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

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

CITY OF BLOOMINGTON

By: _____
Its City Manager

ATTEST:

By: _____
Its City Clerk

VENDOR

By:  _____
Its Associate Vice President

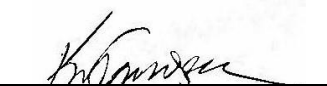
By:  _____
Its Deputy Secretary

EXHIBIT A
DESCRIPTION OF SERVICES/WORK PROVIDED

1. PROJECT COORDINATION AND DATA COLLECTION

1.1. PROJECT MANAGEMENT

- A. Plan, schedule, and control the activities that must be performed to complete the project including budget, schedule, and scope.
- B. Coordinate with OWNER and project team to ensure the goals of the project are achieved.

1.2. PROJECT MEETINGS

- A. The following meetings are anticipated for this project:
 - 1. Meetings with OWNER (2 total, virtual)
 - a) Kickoff meeting
 - b) Results review meeting

1.3. COLLECT EXISTING DATA

- A. Obtain, review, and evaluate the following information provided by the OWNER for use in design:
 - 1. Utility Atlases
 - 2. Sanitary system GIS shapefiles
 - 3. Land use and population estimate shapefiles
 - 4. Aerial Photography
 - 5. Environmental Studies
 - 6. Maintenance and flooding records
 - 7. Right-of-Way, GIS, and property data
 - 8. Lift station and pump data
 - 9. Water use data
 - 10. Create lists of missing or conflicting data.

1.4. STRUCTURE SURVEY

- A. Perform structure dips of selected sanitary system structures at key locations. Survey will include recording invert depths, pipe sizes, and pipe condition.
- B. Process data and incorporate into sanitary system GIS dataset.

2. ENGINEERING ANALYSIS

2.1. SANITARY NETWORK

- A. This work will be performed using the existing Bloomington / BNWRD ICM model created under previous contracts.
- B. Obtain and process Bloomington's sanitary system GIS dataset and identify areas in need of additional survey.
- C. Import the sanitary shapefile into ICM and use model tools to interpolate missing invert data.
- D. Delineate sanitary subwatersheds.

2.2. DRY AND WET-WEATHER FLOW PARAMETERS

- A. Perform an RDII analysis using the SSOAP software to estimate dry-weather flow and wet-weather RTK parameters for available flow meters.
 - 1. The number of flow meters anticipated to be available is five (5).
 - 2. Assign dry and wet-weather parameters to delineated subwatersheds.
- B. Calculate population estimates based on available land use, zoning, and census data.
- C. Use available flow meter data and industry standards to estimate per capita sanitary flows.
- D. Assign per capita flows and diurnal patterns to sanitary subbasins.

2.3. EXISTING CONDITIONS ANALYSIS

- A. Incorporate data into ICM model network and select appropriate flow conditions in downstream BNWRD trunk sewers.
- B. Run model and troubleshoot errors and warnings.
- C. Perform limited calibration of model based on available flow meter data and OWNER system knowledge.

2.4. IDENTIFY NEXT STEPS

- A. Assess the model's current ability to meet the OWNER's goals.
- B. Identify data shortcomings.
- C. Prepare recommendations for the next steps necessary to prepare model to meet OWNER's goals.

2.5. REPORT AND EXHIBITS

- A. Prepare brief Technical Memorandum summarizing model build, results, and recommended next steps.
- B. Prepare exhibits using model results that show level of service, inundation, and other key results

EXHIBIT B
COSTS/FEES

The Owner shall pay the Engineer for the services performed or furnished a lump sum amount of **\$85,000.00**.

This proposal is valid for 90 days from the date issued.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/2/2025

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

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

PRODUCER Holmes Murphy & Associates 2727 Grand Prairie Pkwy Waukegan IA 50263	CONTACT NAME: Jonathan Kreun PHONE (A/C, No, Ext): 612-349-2481 E-MAIL ADDRESS: jkreun@holmesmurphy.com	FAX (A/C, No):
INSURED Baxter & Woodman, Inc 8678 Ridgefield Road Crystal Lake, IL 60012	INSURER(S) AFFORDING COVERAGE INSURER A: Valley Forge Insurance Company INSURER B: The Continental Insurance Company INSURER C: Continental Casualty Company INSURER D: INSURER E: INSURER F:	NAIC # 20508 35289 20443

COVERAGES

CERTIFICATE NUMBER: 967276793

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☒ LOC OTHER:			7017821337	1/1/2025	1/1/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY			7017833701	1/1/2025	1/1/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 10,000			7017835416	1/1/2025	1/1/2026	EACH OCCURRENCE \$ 15,000,000 AGGREGATE \$ 15,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	717818681	1/1/2025	1/1/2026	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Professional Liability Claims made form			AEH591900841	1/1/2025	1/1/2026	Per claim \$5,000,000 Aggregate \$10,000,000

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

Project: City of Bloomington, IL - Sanitary Sewer Model, Phase 1 - Project 2500876

City of Bloomington is an Additional Insured on General Liability, Automobile Liability and Umbrella/Excess Liability as required by written contract with the insured, per policy terms and conditions.

CERTIFICATE HOLDER**CANCELLATION**

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

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

AUTHORIZED REPRESENTATIVE

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Consent Agenda Item No. 6.I.

For City Council: November 24, 2025

Ward Impacted: Ward 7

Subject: Consideration and Action on a Resolution Approving a Road Use Agreement with Washington Street Solar 1, LLC, for Utilization of Bloomington Heights Road, in the Amount of \$25,000, as requested by the Engineering Department.

Recommended Motion: The proposed Resolution be approved.

Strategic Plan:

Goal 2. Upgrade City Infrastructure and Facilities Grow the Local Economy

Objective 2a. Better quality roads and sidewalks

Goal 5. Great Place - Livable, Sustainable City

Objective 5c. Incorporation of "Green Sustainable" concepts into City's development and plans

Background: If approved, the City will enter into an agreement with Washington Street Solar 1, LLC ("Washington Street Solar"), which will allow for their use of Bloomington Heights Road, in excess of vehicle weights set by City ordinance. Washington Street Solar intends to construct a five-megawatt solar farm and related facilities along West Washington Street (PIN: 20-01-300-004). In connection with the construction, Washington Street Solar desires to, among other things:

- Transport heavy equipment and materials over Bloomington Heights Road, which may in certain cases be in excess of the design limits of the road.
- Transport certain locally sourced materials, such as concrete and gravel, on Bloomington Heights Road.
- Widen Bloomington Heights Road and make certain modifications and improvements (both temporary and permanent), including to certain culverts, bridges, road shoulders, and other related fixtures, to permit such equipment and materials to pass.
- Place pipe for the Project under Bloomington Heights Road.

Washington Street Solar will pay \$25,000 to the City for costs directly associated with the management and implementation of the agreement as it involves the City. This amount does not include any costs that may be incurred with regard to roads other than City Roads. Prior to construction of the solar farm, Washington Street Solar will perform an inspection of Bloomington Heights Road and document its current condition. As part of the Road Use Agreement, Washington Street Solar agrees to repair any and all damage that comes about due to utilization of Bloomington Heights Road for construction of the solar farm.

City staff have reviewed the agreement and have no objections to it. Additional provisions are included in the attached agreement.

Community Groups/Interested Persons Contacted: N/A

Financial Impact: If approved, a \$25,000 fee will be collected alongside the permit. The \$25,000 will be recorded in the Capital Improvement (Asphalt & Concrete) Fund-Other Miscellaneous Revenue account (40120200-57990). Stakeholders can locate the Capital Improvement (Asphalt & Concrete) Fund in the FY 2026 Budget Book titled "Other Funds & Capital Improvement" beginning on page 89.

Attachments:

1. Resolution
2. Resolution - Exhibit A

RESOLUTION NO. 2025 - ____

A RESOLUTION APPROVING A ROAD USE AGREEMENT WITH WASHINGTON STREET SOLAR 1, LLC, FOR UTILIZATION OF BLOOMINGTON HEIGHTS ROAD, IN THE AMOUNT OF \$25,000

WHEREAS, subject to the provisions of the City Code, City staff are recommending an Agreement with Washington Street Solar 1, LLC (“Washington Street Solar”), be approved for the use of Bloomington Heights Road in excess of vehicle weights set by City Ordinance (“Exhibit A”); and

WHEREAS, Washington Street Solar intends to construct a five-megawatt solar farm and related facilities along West Washington Street (PIN: 20-01-300-004); and

WHEREAS, Washington Street Solar desires to transport heavy equipment and materials over Bloomington Heights Road, which may in certain cases be in excess of the design limits of the road; transport certain locally sourced materials, such as concrete and gravel, on Bloomington Heights Road; widen Bloomington Heights Road and make certain modifications and improvements, both temporary and permanent, including to certain culverts, bridges, road shoulders, and other related fixtures, to permit such equipment and materials to pass; and to place pipe for the solar farm under Bloomington Heights Road; and

WHEREAS, Washington Street Solar will pay \$25,000 to the City for costs directly associated with the management and implementation of the Agreement as it involves the City; and

WHEREAS, prior to construction of the solar farm, Washington Street Solar will perform an inspection of Bloomington Heights Road and document its current condition; and

WHEREAS, as part of the Road Use Agreement, Washington Street Solar agrees to repair any and all damage that comes about due to utilization of Bloomington Heights Road for construction of the solar farm; and

WHEREAS, the City Council finds it in the best interest of the City to approve the Agreement (Exhibit A).

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

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

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

PASSED this 24th day of November 2025.

APPROVED this ____ day of November 2025.

CITY OF BLOOMINGTON

ATTEST

Dan Brady, Mayor

Leslie Smith-Yocum, City Clerk

EXHIBIT A

ROAD USE AGREEMENT (City of Bloomington)

This ROAD USE AGREEMENT (this “Agreement”) is made and entered into this ____ day of _____, 2025 by and among City of Bloomington, McLean County, Illinois, a body corporate and politic under the Laws of the State of Illinois (“Municipality”), and Washington Street Solar 1, LLC, an Illinois limited liability company, (“Owner”). Owner and the Municipality are sometimes referred to herein individually as a “Party” and collectively as the “Parties.” The term “Owner Representative(s)” shall include Owner’s contractors, sub-contractors, employees, agents, material suppliers, vendors, transport providers, representatives, and designees.

RECITALS

WHEREAS, Owner intends to engage in the construction of a five-megawatt solar farm and related facilities (the “Project”) in the City of Bloomington, McLean County, Illinois along W Washington St (PIN: 20-01-300-004); and

WHEREAS, in connection with the construction of the Project, the Parties desire to address certain issues relating to the roads owned, operated and maintained by the Municipality (collectively, the “Municipality Roads”) over which it will be necessary for Owner and Owner’s Representative(s) to, among other things, (i) transport heavy equipment and materials over certain Municipality Roads, which may in certain cases be in excess of the design limits of the Municipality Roads; (ii) transport certain locally sourced materials, such as concrete and gravel, on such Municipality Roads; (iii) widen certain Municipality Roads and make certain modifications and improvements (both temporary and permanent) to such Municipality Roads (including to certain culverts, bridges, road shoulders and other related fixtures) to permit such equipment and materials to pass; and (iv) place pipe for the Project under certain Municipality Roads, and

WHEREAS, under 605 ILCS 5/6-107 and 65 ILCS 5/11-80-2 the Municipality has broad power regarding the opening, construction, maintenance, relocation, access to or repair of the Municipality Roads; and

WHEREAS, 605 ILCS 5/6-107 grants to the Municipality, authority to impose reasonable rules, regulations and specifications for the use of the Municipality Roads by public and private corporations; and

WHEREAS, 605 ILCS 5/9-113.01 imposes a liability on public or private utilities for any damage to the Municipality Roads; and

WHEREAS 605 ILCS 5/9-122 imposes a liability on public or private utilities for any damage done to a bridge or culvert; and

WHEREAS 625 ILCS 5/15-301 grants to the Municipality authority to require permits for use of the roads by overweight and overlength vehicles and further grants the Municipality the authority to impose conditions on the issuance of such permits if necessary to protect the road surface and structure; and

WHEREAS, Owner shall ensure that all axle load distributions are within the City of Bloomington regulations as spelled out in the City Code and/or supporting standards established by the Municipality; and

WHEREAS, Owner has provided to the City Engineer of the City of Bloomington, McLean County, Illinois ("City Engineer"), a construction plan for the Project that shows the location of the solar farms, jurisdictional road use, a copy of which is attached as hereto as Exhibit A (the "Road Use Schedule"); and

WHEREAS, Owner and the Municipality wish to set forth their understanding and agreement as to the use of Municipality Roads during the construction of the Project; and

WHEREAS, Owner and the Municipality acknowledge and agree that this Agreement establishes the rights and obligations of the Parties as they relate to the use of Municipality Roads during the construction of the Project only and that by entering this Agreement the Municipality is neither endorsing nor expressing its approval of the Project; and

WHEREAS, this Agreement shall apply to those Municipality Roads outlined on the Road Use Schedule, subject to Section 3.D. herein Municipality.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises and covenants herein set forth, the parties, intending to be legally bound, agree as follows:

Section 1. Owner agrees to undertake the following activities in accordance with the terms of this Agreement:

- A. Pay a sum of Twenty-Five Thousand Dollars (\$25,000.00) to the Municipality for costs directly associated with the management and implementation of this Agreement insofar as it involves the Municipality only and does not include any costs that may be incurred with regard to roads other than Municipality Roads. Said payment shall be made directly to the Municipality within twenty-one (21) days of Owner signing this Agreement and prior to the Commencement of Construction (as hereinafter defined). Such payment shall be made by check. For purposes of this Agreement, the "Commencement of Construction" shall mean the date on which Owner has commenced continuous construction of the Project.
- B. Submit an application for an entrance permit along with the required plans for all access points to all Municipality Roads within twenty-one (21) days of Owner signing this Agreement.
- C. Provide contact information for Owner's construction manager, Owner's field engineer, and Owner's permit manager. The names and contact information for these individuals are as follows (timely provide updated information should any of these contacts change):

Construction Manager: Phil Malone
pmalone@nexamp.com
518-859-6282

Field Engineer: Rob Sabbagh
rsabbagh@nexamp.com
516-506-5534

Permitting Manager: Johnny Sullivan
jsullivan@nexamp.com
617-326-8273

- D. Provide as much advance notice as is reasonable to the City Engineer in advance of all Super Load (as hereinafter defined) moves and equipment crossings for separate review and permitting. Notwithstanding the generality of the aforementioned, Owner or Owner's Representative(s) will provide 48 hours notice to the extent reasonably practicable. For purposes of this Agreement, a load is considered a "Super Load" if ONE of the following is true:
- WIDTH is greater than 14'-6"
 - LENGTH is greater than 145'-0"
 - HEIGHT is greater than 15'-0"
 - WEIGHT is greater than 120,000 lbs. gross
- E. Transport the material and equipment and other oversize loads so as to minimize adverse impact on the local traffic on the Municipality Roads.
- F. Provide as much advance notice as is commercially reasonable to obtain approval of the Municipality when it is necessary for a road to be closed due to a road crossing or for any other reason. Notwithstanding the generality of the aforementioned, Owner or Owner's Representative(s) will provide forty-eight (48) hours' notice to the extent reasonably practicable.
- G. Notify all relevant parties identified under Section 4 of any temporary road closures.
- H. Sign or mark all work zones and/or closures affecting Municipality Roads set forth in the Road Use Schedule in accordance with the Manual On Uniform Traffic Control Devices and the Illinois Department of Transportation Supplement to the Manual On Uniform Traffic Control Devices in accordance with the Illinois Compiled Statutes and current Illinois Department of Transportation Traffic Control Standards.
- I. Sign or mark all truck routes and Municipality Roads approved in the Road Use Schedule for use by Owner or Owner's Representative(s) for the movement of pipe segments and other oversize loads or equipment.

- J. Keep all Municipality Roads used by Owner or Owner's Representative(s) clear, by removing all mud, dirt, dust, spilled or tracked construction materials, garbage, obstructions or other hazards, upon notice from the Municipality and within a reasonable time period.
- K. Prohibit the use of Municipality Road rights-of-way as storage or staging areas and as parking areas for vehicles and equipment of all contractors, sub-contractors, employees, agents, material suppliers, vendors, transport providers, representatives and designees.
- L. Provide plans for the widening of any Municipality Road corner radius necessary to facilitate the turning movements of the transport trucks used by Owner or Owner's Representative(s).
- M. Make the necessary improvements for the widening of any Municipality Road corner radius necessary to facilitate the turning movements of the transport trucks used by Owner or Owner's Representative(s) and once these widened radii are no longer needed, Owner shall return the corners to substantially their original lines and grades unless the City Engineer requests in writing that the widened radii remain as improved.
- N. Pay for the cost of all repairs to all Municipality Roads that are damaged by Owner or Owner's Representative(s) during the construction of the Project and restore such roads to substantially the same condition they were in at the time of the pre-construction inventory.
- O. Take such measures as are reasonably required during an extended work suspension to provide for safe vehicular travel on Municipality Roads damaged as a direct result of Owner or Owner's Representative(s) use as directed by the Municipality. The extended work suspension may be caused by but not limited to seasonal weather conditions, "acts of God", or labor disagreements.
- P. Acknowledge that the estimates for Municipality Road repairs or restorations are good faith estimates provided by the Municipality or an approved consultant, but the final actual costs may vary.
- Q. Provide a single Letter of Credit in accordance with Section 6 for the purposes of road repair or restoration.
- R. Anywhere this Agreement obligates Owner to make a payment, except as called for in Section 1.A., said payment shall be made directly to the Municipality within thirty (30) days of receipt of an invoice, containing such detail as Owner may reasonably request, from the Municipality. Such payments shall be made, by check.
- S. Owner and Owner's Representative(s) agree to notify the City Engineer of any damage caused to Municipality Roads by their activities within twenty-four (24) hours of acquiring knowledge of such damage. Notice shall be given as provided in Section 8.E.

- T. Owner shall provide copies to the City Engineer of any overweight/oversized delivery ticket bound for or delivered to the Project site in connection with the Project and any other delivery ticket as requested by the Municipality.

Section 2. The Municipality, in accordance with the terms of this Agreement, agrees to:

- A. Consent to the use of the Municipality's rights-of-way for utility encroachments for the Project by separate permit. Consent granted herein shall be effective only to the extent of the property interest of the Municipality. Such consent shall not be binding on any owner of a fee over or under which a Municipality Road is located and shall not relieve Owner or Owner's Representative(s) from obtaining by purchase, condemnation or otherwise the necessary approval of any owner of the fee over or under which a Municipality Road is located if such approval is legally required.
- B. Review for approval all equipment crossings across the Municipality Roads by giving consideration of road damage and traffic safety in a reasonable manner based on accepted engineering practices.
- C. Issue master overweight and oversize permits for Municipality Roads in a timely manner for the roads set forth in the Road Use Schedule upon the filing of such applications on behalf of Owner or Owner's Representative(s) and concurrent with any applicable Illinois Department of Transportation OS/OW Permit(s). Waive overweight permit fees for all non-Super Load permits and charge overweight permit fees and any applicable Engineering Inspection and Investigation fees for all Super Load permits in accordance with the Municipality's Overweight Permit Policy.

The Parties acknowledge and agree that no permits will be issued during the spring posting period between January 15th and April 15th of each year.

Issue individual "Super Load" permits within the City of Bloomington regulations as spelled out in the City Code and/or supporting standards established by the Municipality, and provide recommended routing information for those loads based on timely information provided by Owner or Owner's Representative(s).

- D. Coordinate with Owner or Owner's Representative(s) so as to minimize the impact of their use of the Municipality Roads.
- E. Perform all routine maintenance on the Municipality Roads used as access roads for the construction of the Project in accordance with Section 5 of this Agreement.
- F. Review for approval all access points to the Municipality Roads by giving consideration to sight distances, drainage and proximity to other entrances, in a reasonable manner and in accordance with accepted engineering practices.

- G. Prepare estimates in good faith based on the design of all road repairs or restorations in accordance with IDOT Bureau of Local Road and Streets Manual.
- H. Authorize the City Engineer to agree on behalf of the Municipality to revisions to the Road Use Schedule and to determine appropriate improvements.
- I. Review for approval all temporary road closure requests in a reasonable manner.

Section 3. Road Inventory:

A. Pre-Construction Inventory:

Owner, prior to the commencement of construction, shall perform an inventory and/or survey to record the condition of the pavement surface of the Municipality Roads listed in Exhibit A prior to use by Owner or Owner's Representative(s). Owner shall provide notice to the Municipality of the start dates and completion dates of the road survey work. During this survey the entire length of the roads as listed in Exhibit A shall be videotaped and photographs will be taken. In addition, the Municipality will provide Owner or Owner's Representative(s) with copies of any existing plans, cross-sections and specifications relevant to the existing road structure, if requested. Owner shall provide a network level analysis of the condition of the roads. The assessments will be conducted using the PASER (Pavement Surface Evaluation and Rating) methodology developed by the University of Wisconsin-Madison Transportation Information Center (TIC) in cooperation with the Wisconsin Department of Transportation (WisDOT). PASER provides a numerical indication of the overall pavement condition for each road and will be used to evaluate the effects of the solar farm construction traffic.

The road inventory shall include: photographs which are date- and geo-stamped; pavement images with 1-mm crack resolution; ride quality; rutting; and road surface profiling. Owner shall provide to the Municipality a copy of the final report describing the road inventory within ten (10) days of receiving the report and at least ten (10) days prior to the beginning of construction of the Project. For any drainage structures on the proposed routes that the Municipality reasonably determines may not carry the loads proposed by Owner or Owner's Representative(s), the Municipality shall have the right to hire a consultant to make a study of the drainage structure to determine the load carrying capacity. Owner or Owner's Representative(s) shall furnish the consultant with drawings depicting the axle numbers, spacing and loading for the trucks moving the oversized loads. If it is determined that a structure will not carry the loads that are proposed, Owner or Owner's Representative(s) may propose a plan to strengthen the structure. The Municipality will then furnish Owner or Owner's Representative(s) with all available plans. Should Owner or Owner's Representative(s) present a plan to strengthen a structure; the Municipality will then have their consultant review these plans to determine if the improvements will carry the proposed loads. All reasonable costs incurred by the Municipality for these services shall be paid by Owner.

Copies of all pre-construction documentation shall be provided to each of the Parties.

B. Post-Construction Inventory:

Upon completion of construction of the Project, Owner will perform a post-construction inventory and/or survey. If there is any wheel lane rutting, cracking or other damage-caused by the Owner, the Parties shall negotiate to determine the extent of the repairs or improvements needed to return the roads to a pre-construction condition, and any inability to resolve any disputes shall be determined by the dispute resolution procedure in Section 6.D. The design of these repairs or improvements shall conform to standards provided in the IDOT Bureau of Local Roads and Streets Manual. The cost of these repairs or improvements shall be paid for by Owner.

C. Routing and Access Approval:

As soon as practical and as necessary throughout the construction of the Project, Owner or Owner's Representative(s) and the Municipality shall meet and by mutual agreement revise the Road Use Schedule in so far as it affects the Municipality Roads and make it more definitive.

D. Revisions:

To the extent the Road Use Schedule is revised and any Municipality Roads are added or removed by mutual agreement of Owner and City Engineer, the inventory procedures outlined in Sections 3.A. and 3.B. shall be followed.

E. Incidental/Accidental Use:

1. The Parties recognize that Construction Traffic, either through mistake or with the consent of the Municipality, use roads other than those listed in the Road Use Schedule. Repairs for damage caused by Owner or Owner's Representative(s) during such mistaken or permitted use shall be paid for or repaired as provided in Section 6.C. of this Agreement.

2. The Parties intend that all Construction Traffic shall exclusively use the routes designated in the Road Use Schedule and shall not use any other local or Municipality Roads other than those so designated. Subject to subsection (1) above, in the event any unauthorized construction vehicle of Owner or Owner's Representative(s) uses a non-designated local or Municipality Road, then the Municipality in the reasonable discretion of the City Engineer, may give written notice to Owner of the time and place of such use, the specific identity of the vehicle, and the owner and/or operator making use of such road, and the City Engineer may impose a fine of \$2,500.00 per occurrence on Owner to be paid within thirty (30) days of the date of such written notice.

Section 4. Construction Cooperation:

A. With Others:

Prior to the commencement of construction of the Project, Owner or Owner's Representative(s) may hold a meeting and shall invite all public or semi-public entities that may be affected by the Project including, but not limited to, schools and fire protection districts. At said meeting, Owner or Owner's Representative(s) will discuss its plans for the construction of the Project and compile a list of contact persons that will need to be notified of any temporary road closures that may have an effect on the daily routine or routing of those agencies. Should all of the parties contacted not be represented, Owner shall attempt to make contact with these entities in an effort to obtain the contact information. A copy of this list shall be furnished to the Municipality's road department.

B. With the Municipality:

During construction of the Project, the Municipality, Owner or Owner's Representative(s) may meet at such times as determined necessary by the Municipality to disclose and discuss Project activities, including anticipated material and equipment deliveries, equipment crossings, and traffic movement.

Section 5. Upgrades and Maintenance of the Municipality Roads

- A. Upon mutual agreement between the Parties, in order to minimize the adverse effect of Construction Traffic on the Municipality Roads, certain upgrades may be required on certain Municipality Roads as set forth in the Road Use Schedule.
- B. The routine maintenance of the Municipality Roads affected by the Project including snow removal, striping, and routine signage and regularly scheduled maintenance or repair shall be the responsibility of the Municipality's road department. If repairs or maintenance, other than routine maintenance, are deemed necessary because of activity of Owner or Owner's Representative(s), the Municipality will invoice Owner for such cost and Owner shall make payment to the Municipality therefor within thirty (30) days of the date of the invoice.

Section 6. Letter of Credit:

- A. At least thirty (30) days prior Commencement of Construction, Owner shall provide to Municipality financial security in the form of a letter of credit in the amount of Fifty Thousand Dollars (\$50,000.00) which the Municipality may draw against in the event and only to the extent that Owner fails to timely pay for the upgrade, repair and/or restoration expenses for Municipality Roads (to the extent such amounts are undisputed) in accordance with the terms of this Agreement (the "Letter of Credit"). The Letter of Credit shall be issued by a bank, or other financial entity with a rating of AA or better.

The Letter of Credit shall remain in place until the later of: (i) two (2) years after the Completion of Construction Date, or (ii) the effective date of a full settlement and release of Municipality Road issues executed by the Municipality and Owner, which settlement and release shall not be unreasonably conditioned, withheld, or delayed. For purposes of this Agreement, the "Completion of Construction Date" shall be the date that the Project is placed into commercial operation or service. Owner shall promptly provide written notice of the Completion of Construction Date to the Municipality. The Municipality agrees to deliver any certification required for the surrender of the Letter of Credit or release when Owner is no longer required to provide the Letter of Credit pursuant to the terms hereof, or the terms of the Letter of Credit.

For so long as Owner is required to maintain the Letter of Credit pursuant to the terms hereof, in the event that, pursuant to the terms of such Letter of Credit, the Municipality shall be entitled to draw down the full outstanding amount of such Letter of Credit as a result of Owner's failure or default to upgrade, repair or restore the Municipality Roads in accordance with the terms of this Agreement. The Municipality shall not make any claim on said Letter of Credit until sixty (60) days after the mailing of a written notice to Owner specifying a default hereunder by Owner, during which sixty (60) days Owner may cure such default. Owner shall not be deemed to be in default under this Agreement if Owner is diligently pursuing a cure to the alleged default, provided that Owner's efforts are continuous and in good faith.

- B. The Letter of Credit Agreement shall set forth, among other things, the disbursement procedures for the Letter of Credit and shall include:
1. For the preconstruction improvements to Municipality Roads listed in the Road Use Schedule as such Road Use Schedule may be amended by the Parties from time to time:
 - a. Owner shall notify the Municipality of the work to be done and submit plans for approval prior to the construction of the improvements.
 - b. The work shall be performed by Owner or Owner's Representative(s).
 - c. The Municipality reserves the right to inspect the improvements during construction and to allow the improvements to remain or to have the improvements reconstructed and/or removed and the area restored to substantially the same condition as existed prior to the Commencement of Construction, at no cost to the Municipality.
 2. For damage during construction to the Municipality Roads listed on the Road Use Schedule, as amended from time to time and those other roads damaged by incidental or accidental use:

- a. The Municipality shall notify Owner of all repairs to Municipality Roads necessitated by Owner's activities. Said repairs will be performed or contracted by the Municipality. Payment for such work shall be made by Owner or from the Letter of Credit.
 - b. Final repairs to Municipality Roads shall be completed as described in Section 6.B.3.
3. For the post construction final repairs or restoration of Municipality Roads listed on the Road Use Schedule, as such Road Use Schedule may be amended by the Parties from time to time:
- a. The Municipality shall notify Owner in writing of the work to be done based upon the pre-construction and post-construction inspections of the Municipality Roads in order to return the Municipality Roads to substantially similar conditions as existed prior to construction of the Project.
 - b. The Municipality shall prepare and provide a reasonable estimate of cost for the repairs or restoration of Municipality Roads to be completed.
 - c. Payment for the repairs and restoration shall be made by Owner in the form of direct monetary compensation equal to the final repair or restoration cost, plus any reasonable survey, design and construction inspection costs associated with the repairs and restoration of Municipality Roads incurred by the Municipality. The survey, design and construction inspection cost shall either be based on the percentage of the estimated cost or those fees charged by a consultant providing the services to the Municipality. Municipality
 - d. Upon completion of or upon receipt of the necessary funds to complete the final repairs or restoration, as detailed above, the Municipality shall provide Owner with a release of claims, in a form mutually agreed upon by the Parties, in connection with Owner's obligations pursuant to this Agreement. The Municipality reserves the right to have such release of claims be provided on a system wide or individual unit basis.
 - e. Upon receipt of the necessary funds to complete the final repairs or restoration, the final repair or restoration work shall be completed at the discretion of the Municipality, such discretion shall be exercised in good faith and not be unreasonably withheld, conditioned, or delayed.

C. Emergency Repairs:

Notwithstanding the foregoing, in the event Owner or Owner's Representative(s) are reasonably believed by the Municipality to have caused damage to Municipality Roads of a magnitude sufficiently great to create a hazard to the motoring public, which in the Municipality's reasonable opinion warrants an immediate repair or road closing, the Municipality may unilaterally make or authorize repair, with the reasonable, documented costs thereof paid by Owner within thirty (30) days of the date an invoice is submitted for reimbursement.

The Municipality shall photograph, videotape and otherwise document the conditions and make all such documentation available to Owner. Any such emergency repair shall be subject to post-repair negotiations by the Parties, involvement of an intermediary and, if necessary, adjudication. If such post-repair proceedings favor Owner, the Municipality will reimburse Owner for amounts paid to fund the repair, if any.

D. Procedure and Dispute Resolution:

1. The Municipality shall notify Owner of the location and nature of the repair or restoration required, provide an estimate of cost and a time frame for completion of the work.
2. If Owner agrees, the Municipality or Municipality's contractor shall perform the repair in the time framework specified and recover its costs from Owner to be paid within thirty (30) days of the date an invoice is submitted by the Municipality for reimbursement.
3. Should a disagreement exist as to (a) the extent of the damage caused by Owner or Owner's Representative(s) to a Municipality Road based upon the pre-construction and/or post-construction inspections of the Municipality Roads, (b) the method, procedure or design used for the preparation of an estimate of a final repair or restoration of a Municipality Road, or (c) the estimate of the costs, plus fees, for a final repair or restoration of a Municipality Road, the Municipality and Owner will in good faith attempt to resolve the dispute. If, following such good faith attempt, the Parties are still unable to resolve the dispute, the Parties shall select a qualified independent third party road engineer for review and to act as a neutral intermediary to mediate the dispute within thirty (30) days of the effective date of such appointment. If the Parties cannot agree on a qualified independent third party road engineer, then each Party shall select a qualified independent road engineer, and those two shall select a third qualified independent third party engineer, and the three engineers shall provide to the Parties an "intermediary proposed solution." Each Party shall pay the cost of their engineer and the cost of the third qualified independent third party engineer shall be split equally between the Parties.
4. If the Parties agree and/or don't reject the intermediary's proposed solution, then the Municipality shall proceed in accordance with the agreed upon solution, complete the final repairs or restoration of the Municipality Roads and shall recover its costs from Owner or the Letter of Credit as described in Section 6.B.3.
5. If the Parties cannot agree and the Municipality rejects the "intermediary proposed solution", the Municipality may take unilateral action to prevent harm or protect public safety or the further degradation of its infrastructure, the cost of which shall be paid by Owner. If the appropriateness of the Municipality action is ultimately determined not to be justified either by agreement or adjudication, the Municipality shall promptly refund to Owner the amounts paid for the final repairs or restoration of the Municipality Roads.

6. For the purposes of temporary or emergency repairs, the Municipality charges shall be based on the Municipality maintained time and material cost records, which shall be made available to Owner for review. Municipality billing rates for labor shall be those established by the Municipality and in regards to equipment and machinery, those rates approved by the Illinois Department of Transportation or the Federal Road Administration.

Section 7. Mutual Indemnification/Hold Harmless and Liability Insurance Provisions

- A. Indemnification by Owner. Owner hereby releases and agrees to indemnify and hold harmless the Municipality and their respective officers, employees, elected or appointed officials, and agents, and their respective heirs, executors, administrators, successors and assigns (hereinafter, collectively "Municipality Releasees") from any and all actions, causes of action, suits, claims, expenses (including reasonable attorney's fees) and demands against the Municipality Releasees arising out of or relating to the performance by Owner or Owner's Representative(s) of their obligations under this Agreement. More particularly, but without in any way limiting the foregoing, Owner hereby releases the Municipality Releasees and agrees to indemnify and hold harmless the Municipality Releasees from any and all actions, causes of action, suits, claims, expenses (including reasonable attorney's fees) and demands arising directly or indirectly from any personal injury, death or property damage arising out of the use, construction, modifications, repair or improvement of any Municipality Road or other road subject to this Agreement by Owner, its employees, agents, representatives, materials suppliers, vendors, transport providers or contractors, or their respective employees, agents or representatives. Notwithstanding the foregoing, Owner shall not be obligated to indemnify any Municipality Releasees to the extent any action, cause of action, suit, claim, expense (including reasonable attorney's fees) and/or demand arises out of such Municipality Releasee's sole gross negligence, willful misconduct or unlawful conduct.
- B. Indemnification by the Municipality. The Municipality hereby releases and agrees to indemnify and hold harmless Owner, Owner's Representative(s) and their members, officers, directors, contractors, subcontractors, employees and agents, and their respective employees, heirs, executors, administrators, successors and assigns (hereinafter, collectively "Owner Releasees") from any and all actions, causes of action, suits, claims, expenses (including reasonable attorney's fees) and demands against Owner Releasees arising out of or relating to the performance by the Municipality of its obligations under this Agreement. More particularly, but without in any way limiting the foregoing, the Municipality hereby releases Owner Releasees and agrees to indemnify and hold harmless Owner Releasees from any and all actions, causes of action, suits, claims, expenses (including reasonable attorney's fees) and demands arising directly or indirectly from any personal injury, death or property damage arising out of the use, construction, modifications, repair or improvement of any road subject to this Agreement by the Municipality, their respective employees, agents, representatives, suppliers or contractors, or their respective employees, agents or representatives. Notwithstanding the foregoing, the Municipality shall not be

obligated to indemnify any Owner Releasees to the extent any action, cause of action, suite, claim, expense (including reasonable attorney's fees) and/or demand arises out of such Owner Releasee's negligence, willful misconduct or unlawful conduct.

- C. Limitations of Liability. In no event shall either Party or their officers or employees be liable (in contract or in tort, involving negligence, strict liability, or otherwise) to any other party or their contractors, suppliers, employees, members and shareholders for indirect, incidental, consequential or punitive damages resulting from the performance, non-performance or delay in performance under this Agreement.
- D. Required Insurance. Owner shall at all times throughout the term of this Agreement maintain in full force and effect, the following insurance:
1. Worker's Compensation Insurance covering all employees engaged in the work to the limits required by the applicable laws in the jurisdiction in which the Project is being constructed.
 2. Commercial Automobile Liability Insurance covering all motor vehicles, owned, operated and/or licensed or leased by Owner and engaged in the construction of the Project. Limits of liability shall not be less than Two Million Dollars (\$2,000,000) for the accidental injury to or death of one or more persons, or damage to or destruction of property per occurrence.
 3. Commercial General Liability Insurance with minimum limits of Ten Million Dollars (\$10,000,000) per occurrence. Without restricting the generality of the foregoing, such coverage shall include, but not be limited to bodily injury and property damage, non-owned automobile, sudden and accidental pollution liability, employers liability, products and completed operations and contractual liability. Owner shall request its insurers add the City of Bloomington of McLean County, Illinois, its officers and employees as additional insureds to the Commercial General Liability policy in this Section 7.D.3.
 4. General Provisions Applicable to the Foregoing Insurance Requirements:
 1. Owner may utilize any combination of primary and/or excess insurance to satisfy the above requirements.
 2. Evidence of such insurance shall be submitted to the Municipality prior to the initiation of any work or transportation of any materials or equipment on the roads listed on the Road Use Schedule.

Section 8. Miscellaneous

- A. Remedies and Enforcement. Each of the Parties hereto covenant and agree that in the event of default of any of the terms, provisions or conditions of this Agreement by any Party (the "Defaulting Party"), which default is not caused by the Party seeking to enforce said provisions (the "Non-Defaulting Party") and after

notice and reasonable opportunity to cure has been provided to the Defaulting Party, then in such an event, the Non-Defaulting Party shall have the right of specific performance and injunctive relief. The remedy of specific performance and injunctive relief shall not be exclusive and the Non-Defaulting Party may seek any other remedy available at law or in equity.

- B. Non-Waiver of Performance. Failure of either Party to this Agreement to insist upon the strict and prompt performance of the terms, covenants, agreements and conditions herein contained or any of them upon the other Party imposed, shall not constitute or be construed as a waiver or relinquishment of either Party's right thereafter to enforce and such terms, covenants, agreements and conditions, but the same shall continue in full force and effect.
- C. Severability. If any provision of this Agreement is held invalid under any applicable law, such invalidity shall not affect any other provision of this Agreement that can be given effect without the invalid provision and, to this end, the provisions hereof are severable.
- D. Amendments. No amendment or modification to this Agreement or waiver of a Party's rights hereunder shall be binding unless it shall be in writing and signed by the both Parties.
- E. Notices. All notices shall be in writing and sent (including via facsimile transmission, email, or text message) to the parties hereto at their respective addresses or fax numbers (or to such other address or fax number as any such Party shall designate in writing to the other parties from time to time).

Owner: Washington Street Solar 1, LLC
101 Summer St, 2nd Floor
Boston, MA 02110

Municipality: City of Bloomington, City Engineer
Jim Karch
115 E. Washington Street
Bloomington, IL 61701
jkarch@cityblm.org

With a copy to: City of Bloomington, City Manager
Jeff Jurgens
115 E. Washington Street
Bloomington, IL 61701
jjurgens@cityblm.org

- F. Assignment. This Agreement may not be assigned without the written consent of the other Party. Notwithstanding the foregoing, Owner may, without the consent of the Municipality, collaterally assign this agreement in connection with any debt or equity financing of the Project.

- G. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, with the same effect as if the signatures thereto and hereto were upon the instrument. Delivery of an executed counterpart of a signature page to this Agreement by telecopy shall be as effective as delivery of a manually signed counterpart to this Agreement.
- H. Governing Law. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Illinois, irrespective of any conflict of law's provisions.
- I. Successors and Assigns. This Agreement shall inure to the benefit of and shall be binding upon the Parties hereto, their respective successors, permitted assignees, legal representatives and their respective agents, contractors, subcontractors, material suppliers, vendors, employees, respective transport providers and designees.
- J. Termination. Owner shall have the right to terminate this Agreement at any time for convenience by providing fifteen (15) days prior written notice to the Municipality of its intent to terminate this Agreement.

In the event such termination occurs, the Letter of Credit shall remain in place as follows, rather than the date specified in Section 6.B. of this Agreement:

1. In the event such termination occurs prior to the Commencement of Construction including the transportation of materials or equipment on the roads identified on the Road Use Schedule that are subject to this Agreement, then notwithstanding anything herein to the contrary, the Letter of Credit and fifty percent (50%) of the sum paid to the Municipality's road department for costs directly associated with the management and implementation of this Agreement shall be returned to Owner and Owner shall have no further liability to the Municipality under this Agreement.
2. In the event such termination occurs prior to the Commencement of Construction, the Letter of Credit shall remain in place until a date two (2) years after the date on which Owner's construction activities have ceased.

This Agreement shall remain in effect until two (2) years after the Completion of Construction Date and shall automatically terminate without action from either Party.

- K. Due Authorization. This Agreement contains the entire understanding of the Parties as to the matters set forth herein, and this Agreement supersedes any prior agreements or understandings by and between Parties, whether written or oral. Owner hereby represents and warrants that this Agreement has been duly authorized, executed and delivered on behalf of Washington Street Solar 1, LLC. The City of Bloomington hereby represents and warrants that this Agreement has been duly authorized, executed and delivered on behalf of the Municipality.

- L. Illinois Prevailing Wage Act. With regard to any work performed on Municipality Roads in connection with the construction of the Project, Owner and Owner's Representatives shall pay wages in accordance with the Illinois Prevailing Wage Act, 820 ILCS 130/0.0/et seq. Owner will be required to provide the Municipality with certified payrolls for all work related to the construction, repair, and maintenance of Municipality Roads.

[signatures on following page(s)]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed in counterparts, each of which shall be considered as an original by their duly authorized officers.

City of Bloomington

By: _____

Name:

Title:

STATE OF _____)

: ss.

COUNTY OF _____)

This instrument was acknowledged before me on _____ (date) by
_____ (name of person(s)).

Notary Public

ATTEST:

By: _____

Name:

Title:

STATE OF _____)

: ss.

COUNTY OF _____)

This instrument was acknowledged before me on _____ (date) by
_____ (name of person(s)).

Notary Public

Owner:

Washington Street Solar 1, LLC,
an Illinois limited liability company

By: 

Name: Christopher Clark

Title: Senior Vice President

STATE OF Massachusetts)

: ss.

COUNTY OF Suffolk)

This instrument was acknowledged before me on October 28, 2025 (date) by
Christopher Clark (name of person(s)).





Notary Public

EXHIBIT A

Road Use Schedule

Blue = City of Bloomington Road

Orange = Dale Township Municipality Road

Purple = Bloomington Township Municipality Road





Consent Agenda Item No. 6.J.

For City Council: November 24, 2025

Ward Impacted: Ward 8

Subject: Consideration and Action on an Ordinance Approving the Final Plat of The Grove on Kickapoo Creek Tenth Addition (PART OF PIN: 22-08-400-017), as requested by the Development Services Department.

Recommended Motion: The proposed Ordinance be approved.

Strategic Plan:

Goal 4. Strong Neighborhoods

Objective 4c. Preservation of property/home valuations

Goal 5. Great Place - Livable, Sustainable City

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

Background: The Grove on Kickapoo Creek Tenth Addition is located west and north of Castlebar Drive. The proposed Final Plat facilitates the creation of 49 residential lots. The lot configuration is consistent with the Subdivision's Preliminary Plan approved by Council on December 12, 2011. In compliance with City Code, the Preliminary Plan has remained active with the platting of the Ninth Addition on December 3, 2024. The existing Parcel Identification Number ("PIN") for the property is 22-08-400-017. The zoning in this area is R-2 (Mixed Residence) District. Approval of this Final Plat will facilitate new residences. The proposed use is permitted in this zoning district. The Final Plat complies with City engineering standards (Manual of Practice and Chapter 24 of City Code). City staff have no objections to the plat.

Community Groups/Interested Persons Contacted: Eastlake, L.L.C.

Financial Impact: Eastlake, L.L.C. paid all survey and plat costs. Tap-on fees are required and the surety requirement is met with a \$250,000 revolving bond. See tap-on memo attachment for additional information. Approval of the Final Plat will facilitate the construction of new residential housing. This could result in additional property tax revenues for the City.

Attachments:

1. Ordinance
2. Ordinance - Exhibit B - Final Plat
3. Owners Petition
4. County Clerks Certificate
5. Owners Certificate
6. School District Certificate
7. Final Plat Checklist
8. Final Plat Map

9. Tap On Memo
10. Drainage Statement

ORDINANCE NO. 2025 - ____

AN ORDINANCE APPROVING THE FINAL PLAT OF THE GROVE ON KICKAPOO CREEK TENTH ADDITION (PART OF PIN: 22-08-400-017)

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

WHEREAS, there was heretofore filed with the CITY a Petition for approval of the Final Plat of The Grove on Kickapoo Creek Tenth Addition for the property legally described in Exhibit A (“PROPERTY”); and

WHEREAS, pursuant to said Petition, Petitioner requests approval of a Final Plat prepared by Brent Bazan, Illinois Professional Land Surveyor No. 3715, of Farnsworth Group, Inc., dated November 12, 2025, depicted in Exhibit B (“PLAT”); and

WHEREAS, the subject PROPERTY is within the corporate limits of the CITY and subject to governance by the Land Subdivision Code of the City of Bloomington, Illinois; and

WHEREAS, the PLAT includes vacation of Temporary Cul-de-Sac Roadway Easements on Belvedere Lane and Castlebar Drive (“VACATIONS”), and it is appropriate and in the public interest to vacate such Temporary Easements, based upon the continued construction of such streets and the public dedication thereof; and

WHEREAS, said Petition does not request exemptions or variations from the provisions of the Bloomington City Code; and

WHEREAS, said Petition is valid and sufficient and conforms to the requirements of the statutes in such cases made and provided; and

WHEREAS, said PLAT was prepared in compliance with the requirements of the Bloomington City Code; and

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

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

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

SECTION 2. The Final PLAT of The Grove on Kickapoo Creek Tenth Addition, dated November 12, 2025, for the subject PROPERTY, legally described in Exhibit A and depicted in Exhibit B, is hereby approved with the requested VACATIONS, subject to minor technical modifications and corrections.

SECTION 3. The City Clerk is hereby authorized to publish this Ordinance in pamphlet form as provided by law.

SECTION 4. This Ordinance is enacted pursuant to the home rule authority of the City of Bloomington granted by Article VII, Section 6 of the 1970 Illinois Constitution.

SECTION 5. This Ordinance shall take effect immediately after its approval and publication as required by law.

PASSED this 24th day of November 2025.

APPROVED this ____ day of November 2025.

CITY OF BLOOMINGTON

ATTEST

Dan Brady, Mayor

Leslie Smith-Yocum, City Clerk

EXHIBIT A

LEGAL DESCRIPTION

A part of the Southeast Quarter of Section 8 and part of the Southwest Quarter of Section 9, Township 23 North, Range 3 East of the Third Principal Meridian, McLean County, Illinois, more particularly described as follows: Beginning at the Northwest Corner of Lot 580 in The Grove on Kickapoo Creek Sixth Addition to the City of Bloomington, Illinois, according to the plat recorded as Document No. 2022-21903 in the McLean County Recorder's Office. From said Point of Beginning, thence east 180.00 feet along the North Line of said Lot 580 and the North Line of Bell Grove Lane which form an angle of 90°-00'-00" as measured from north to east with the West Line of the East Half of said Southeast Quarter; thence south 17.32 feet along the East Line of Bell Grove Lane which forms an angle to the right of 270°-00'-00" with the last described course to the Northwest Corner of Lot 639 in said Sixth Addition; thence east 123.29 feet along the North Line of said Lot 639 which forms an angle to the right of 90°-00'-00" with the last described course to the Northeast Corner thereof; thence north 68.15 feet along the West Line of Lot 638 in said Sixth Addition which forms an angle to the right of 86°-11'-23" with the last described course to the Northwest Corner thereof; thence east 812.43 feet along the North Lines of Lots 638 through 628 in said Sixth Addition which form an angle to the right of 272°-33'-41" with the last described course to the Northeast Corner of said Lot 628; thence east 60.06 feet along the North Line of Chancery Road in said Sixth Addition which forms an angle to the right of 179°-59'-17" with the last described course to the Northwest Corner of Lot 627 in said Sixth Addition; thence east 161.04 feet along the North Lines of Lots 627 and 626 in said Sixth Addition which form an angle to the right of 181°-14'-24" with the last described course to the Southwest Corner of Lot 640 in The Grove on Kickapoo Creek Ninth Addition to the City of Bloomington, Illinois, according to the plat recorded as Document No. 2024-17939 in said Recorder's Office; thence north 124.03 feet along the West Line of said Lot 640 which forms an angle to the right of 91°-19'-12" with the last described course to the Northwest Corner thereof, being on the South Line of Castlebar Drive; thence west 13.39 feet along said South Line of Castlebar Drive which forms an angle to the right of 90°-00'-00" with the last described course; thence north 185.00 feet along the West Line of said Castlebar Drive and the West Line of Lot 656 in said Ninth Addition which form an angle to the right of 270°-00'-00" with the last described course to the Northwest Corner thereof; thence east 310.00 feet along the North Lines of Lots 656 through 652 in said Ninth Addition which form an angle to the right of 270°-00'-00" with the last described course to the Southwest Corner of Lot 671 in said Ninth Addition; thence north 185.00 feet along the West Line of said Lot 671 and the West Line of Belvedere Lane in said Ninth Addition which form an angle to the right of 90°-00'-00" with the last described course; thence east 27.08 feet along the North Line of said Belvedere Lane which forms an angle to the right of 270°-00'-00" with the last described course to the Southwest Corner of Lot 670 in said Ninth Addition; thence north 129.06 feet along the West Line of said Lot 670 which forms an angle to the right of 90°-00'-00" with the last described course to the North Line of said Southwest Quarter of Section 9; thence west 332.70 feet along said North Line which forms an angle to the right of 90°-09'-40" with the last described course to the Northeast Corner of the Southeast Quarter of Section 8; thence west 81.30 feet along the North Line of said Southeast Quarter which forms an angle to the right of 179°-50'-19" with the last described course; thence south 130.00 feet along a line which forms an angle to the right of 90°-00'-00" with the last described course; thence west 21.08 feet along a line which forms an angle to the right of 270°-00'-00" with the last described course; thence south 185.00 feet along a line which forms an angle to the right of 90°-00'-00" with the last described course; thence west 1048.00 feet along a line which forms an angle to the right

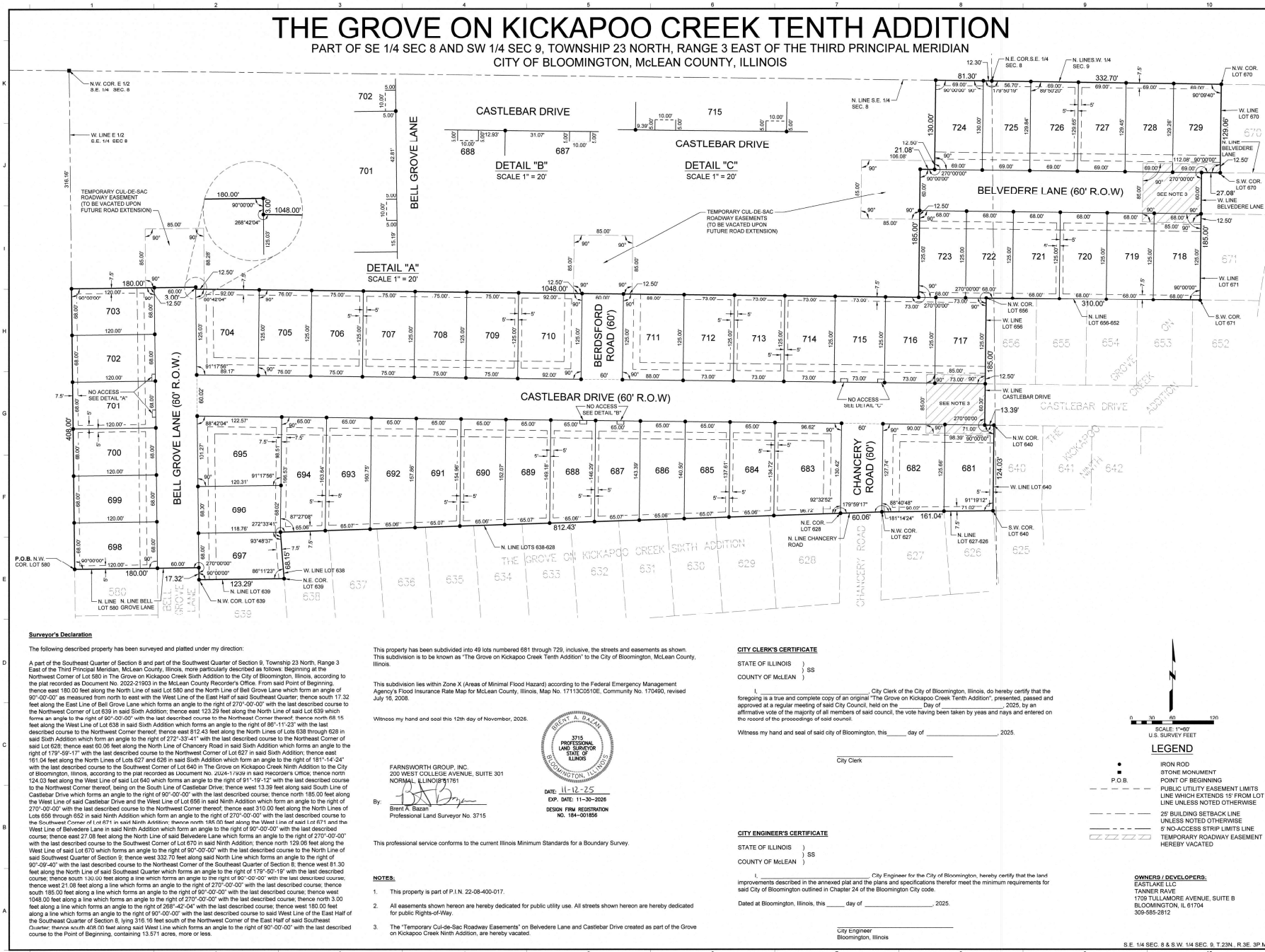
of 270°-00'-00" with the last described course; thence north 3.00 feet along a line which forms an angle to the right of 268°-42'-04" with the last described course; thence west 180.00 feet along a line which forms an angle to the right of 90°-00'-00" with the last described course to said West Line of the East Half of the Southeast Quarter of Section 8, lying 316.16 feet south of the Northwest Corner of the East Half of said Southeast Quarter; thence south 408.00 feet along said West Line which forms an angle to the right of 90°-00'-00" with the last described course to the Point of Beginning, containing 13.571 acres, more or less.

PART OF PIN: 22-08-400-017

EXHIBIT B

THE GROVE ON KICKAPOO CREEK TENTH ADDITION

PART OF SE 1/4 SEC 8 AND SW 1/4 SEC 9, TOWNSHIP 23 NORTH, RANGE 3 EAST OF THE THIRD PRINCIPAL MERIDIAN
CITY OF BLOOMINGTON, McLEAN COUNTY, ILLINOIS



Farnsworth GROUP

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

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

DATE: _____
DESCRIPTION: _____

BLOOMINGTON, ILLINOIS

Date: 11-12-25

Design/Drawn: DJM

Reviewed: KDV

Field Book No.:

Project No.: 02402087.001

FINAL PLAT

SHEET NUMBER: 1

State of Illinois)
)ss.
County of McLean)

Now come(s) **Eastlake, L.L.C., an Illinois limited liability company.**

1. That your petitioner(s) is (are) the owner(s) of the freehold or lesser estate therein of the premises hereinafter legally described in Exhibit(s) "A", which is attached hereto and made a part hereof by this reference, of is are) a mortgagee or vendee in possession, assignee of rents, receiver, executor (executrix), trustee, lessee or other person, firm or corporation or the duly authorized agents of any of the above persons having proprietary interest in said premises;
2. That your petitioner (s) seek (s) approval of the Final Plat for the subdivision of said premises to be known and described as

The Grove on Kickapoo Creek Tenth Addition

Respectfully submitted,

Eastlake, L.L.C., an Illinois
Limited Liability Company

By: Elizabeth B. Megli
Elizabeth B. Megli, Its Attorney

EXHIBIT A

**FINAL PLAT LEGAL
DESCRIPTION
SEE ATTACHED**

Description of Property

A part of the Southeast Quarter of Section 8 and part of the Southwest Quarter of Section 9, Township 23 North, Range 3 East of the Third Principal Meridian, McLean County, Illinois, more particularly described as follows: Beginning at the Northwest Corner of Lot 580 in The Grove on Kickapoo Creek Sixth Addition to the City of Bloomington, Illinois, according to the plat recorded as Document No. 2022-21903 in the McLean County Recorder's Office. From said Point of Beginning, thence east 180.00 feet along the North Line of said Lot 580 and the North Line of Bell Grove Lane which form an angle of $90^{\circ}-00'-00''$ as measured from north to east with the West Line of the East Half of said Southeast Quarter; thence south 17.32 feet along the East Line of Bell Grove Lane which forms an angle to the right of $270^{\circ}-00'-00''$ with the last described course to the Northwest Corner of Lot 639 in said Sixth Addition; thence east 123.29 feet along the North Line of said Lot 639 which forms an angle to the right of $90^{\circ}-00'-00''$ with the last described course to the Northeast Corner thereof; thence north 68.15 feet along the West Line of Lot 638 in said Sixth Addition which forms an angle to the right of $86^{\circ}-11'-23''$ with the last described course to the Northwest Corner thereof; thence east 812.43 feet along the North Lines of Lots 638 through 628 in said Sixth Addition which form an angle to the right of $272^{\circ}-33'-41''$ with the last described course to the Northeast Corner of said Lot 628; thence east 60.06 feet along the North Line of Chancery Road in said Sixth Addition which forms an angle to the right of $179^{\circ}-59'-17''$ with the last described course to the Northwest Corner of Lot 627 in said Sixth Addition; thence east 161.04 feet along the North Lines of Lots 627 and 626 in said Sixth Addition which form an angle to the right of $181^{\circ}-14'-24''$ with the last described course to the Southwest Corner of Lot 640 in The Grove on Kickapoo Creek Ninth Addition to the City of Bloomington, Illinois, according to the plat recorded as Document No. 2024-17939 in said Recorder's Office; thence north 124.03 feet along the West Line of said Lot 640 which forms an angle to the right of $91^{\circ}-19'-12''$ with the last described course to the Northwest Corner thereof, being on the South Line of Castlebar Drive; thence west 13.39 feet along said South Line of Castlebar Drive which forms an angle to the right of $90^{\circ}-00'-00''$ with the last described course; thence north 185.00 feet along the West Line of said Castlebar Drive and the West Line of Lot 656 in said Ninth Addition which form an angle to the right of $270^{\circ}-00'-00''$ with the last described course to the Northwest Corner thereof; thence east 310.00 feet along the North Lines of Lots 656 through 652 in said Ninth Addition which form an angle to the right of $270^{\circ}-00'-00''$ with the last described course to the Southwest Corner of Lot 671 in said Ninth Addition; thence north 185.00 feet along the West Line of said Lot 671 and the West Line of Belvedere Lane in said Ninth Addition which form an angle to the right of $90^{\circ}-00'-00''$ with the last described course; thence east 27.08 feet along the North

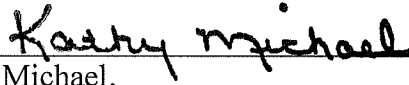
Line of said Belvedere Lane which forms an angle to the right of $270^{\circ}-00'-00''$ with the last described course to the Southwest Corner of Lot 670 in said Ninth Addition; thence north 129.06 feet along the West Line of said Lot 670 which forms an angle to the right of $90^{\circ}-00'-00''$ with the last described course to the North Line of said Southwest Quarter of Section 9; thence west 332.70 feet along said North Line which forms an angle to the right of $90^{\circ}-09'-40''$ with the last described course to the Northeast Corner of the Southeast Quarter of Section 8; thence west 81.30 feet along the North Line of said Southeast Quarter which forms an angle to the right of $179^{\circ}-50'-19''$ with the last described course; thence south 130.00 feet along a line which forms an angle to the right of $90^{\circ}-00'-00''$ with the last described course; thence west 21.08 feet along a line which forms an angle to the right of $270^{\circ}-00'-00''$ with the last described course; thence south 185.00 feet along a line which forms an angle to the right of $90^{\circ}-00'-00''$ with the last described course; thence west 1048.00 feet along a line which forms an angle to the right of $270^{\circ}-00'-00''$ with the last described course; thence north 3.00 feet along a line which forms an angle to the right of $268^{\circ}-42'-04''$ with the last described course; thence west 180.00 feet along a line which forms an angle to the right of $90^{\circ}-00'-00''$ with the last described course to said West Line of the East Half of the Southeast Quarter of Section 8, lying 316.16 feet south of the Northwest Corner of the East Half of said Southeast Quarter; thence south 408.00 feet along said West Line which forms an angle to the right of $90^{\circ}-00'-00''$ with the last described course to the Point of Beginning, containing 13.571 acres, more or less.

PIN: Part of 22-08-400-017

COUNTY CLERK'S CERTIFICATE

State of Illinois)
)ss.
County of McLean)

I, Kathy Michael, County Clerk of McLean County, State of Illinois, do hereby certify that on the 12TH day of SEPTEMBER, 2025, there were no delinquent general or special assessments unpaid, special assessments or delinquent special assessments unpaid against the tract of land shown on the plat attached to this certificate and described in the Certificate of the Surveyor attached hereto and to said Plat.



Kathy Michael,
County Clerk, McLean County, Illinois

P.I.N. 22-08-400-017

OWNER'S CERTIFICATE

STATE OF ILLINOIS)
) SS
COUNTY OF MCLEAN)

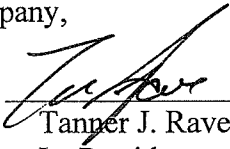
KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, hereby certify that we are the owners of all the premises embodied in the attached plat of The Grove on Kickapoo Creek Tenth Addition, to the City of Bloomington, McLean County, Illinois, and that we have caused said plat to be made and that it is a true and correct final plat of "The Grove on Kickapoo Creek Tenth Addition" to the City of Bloomington, McLean County, Illinois as laid off in lots by Brent A. Bazan, Illinois Professional Land Surveyor Number 3715; and we, the undersigned, hereby dedicate and set apart for the use of the general public forever all of the streets and highways as indicated and shown on said Final Plat; and we further dedicate the easements therein set forth to the City of Bloomington for general utility purposes.

IN WITNESS WHEREOF, we have hereunto set our hands and affixed our seals this 13th day of October, 2025.

Owner:

Eastlake, L.L.C., an Illinois limited liability company,

By: _____

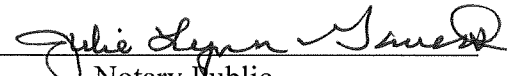

Tanner J. Rave,
Its President

NOTARY CERTIFICATE

STATE OF ILLINOIS)
) ss.
COUNTY OF MCLEAN)

I, Julie Lynn Garrett, a Notary Public in and for the county and state aforesaid, do hereby certify that Tanner J. Rave, President of Eastlake, L.L.C., an Illinois limited liability company, personally known to be the President of Eastlake, L.L.C., an Illinois limited liability company, whose name is subscribed to the foregoing Owner's Certificate, appeared before me this day, in person, and acknowledged the execution of this Owner's Certificate as his free and voluntary act, with full power and authority to act, as and on behalf of Eastlake, L.L.C., an Illinois limited liability company.

Given under my hand and notarial seal this 31st day of October, 2025.



Notary Public

My commission expires 12-9-26.



SCHOOL DISTRICT CERTIFICATE

This is to certify that **Eastlake, L.L.C., an Illinois Limited Liability Company**, as Developer and Owner of the property herein described in the Surveyor's Certificate, which will be known as The Grove on Kickapoo Creek Tenth Addition, to the best of my knowledge, is located within the boundaries of Community Unit School District #5, in McLean County, Illinois.

Dated this 21st day of October, 2025.

Eastlake, L.L.C., an
Illinois Limited Liability Company

By: Elizabeth B. Megli
Elizabeth B. Megli,
Its Attorney

State of Illinois)
)ss.
County of McLean)

I, Julie L. Garrett, a Notary Public in and for the county and State aforesaid, do hereby certify that **ELIZABETH B. MEGLI**, personally known to be the same person whose name is subscribed to the foregoing owner's statement, appeared before me, this day, in person and acknowledged the execution of this statement as his free and voluntary act.

Given under my hand and notarial seal this 21st day of October, 2025

Julie Lynn Garrett
Notary Public

My commission expires 12-9-2026.



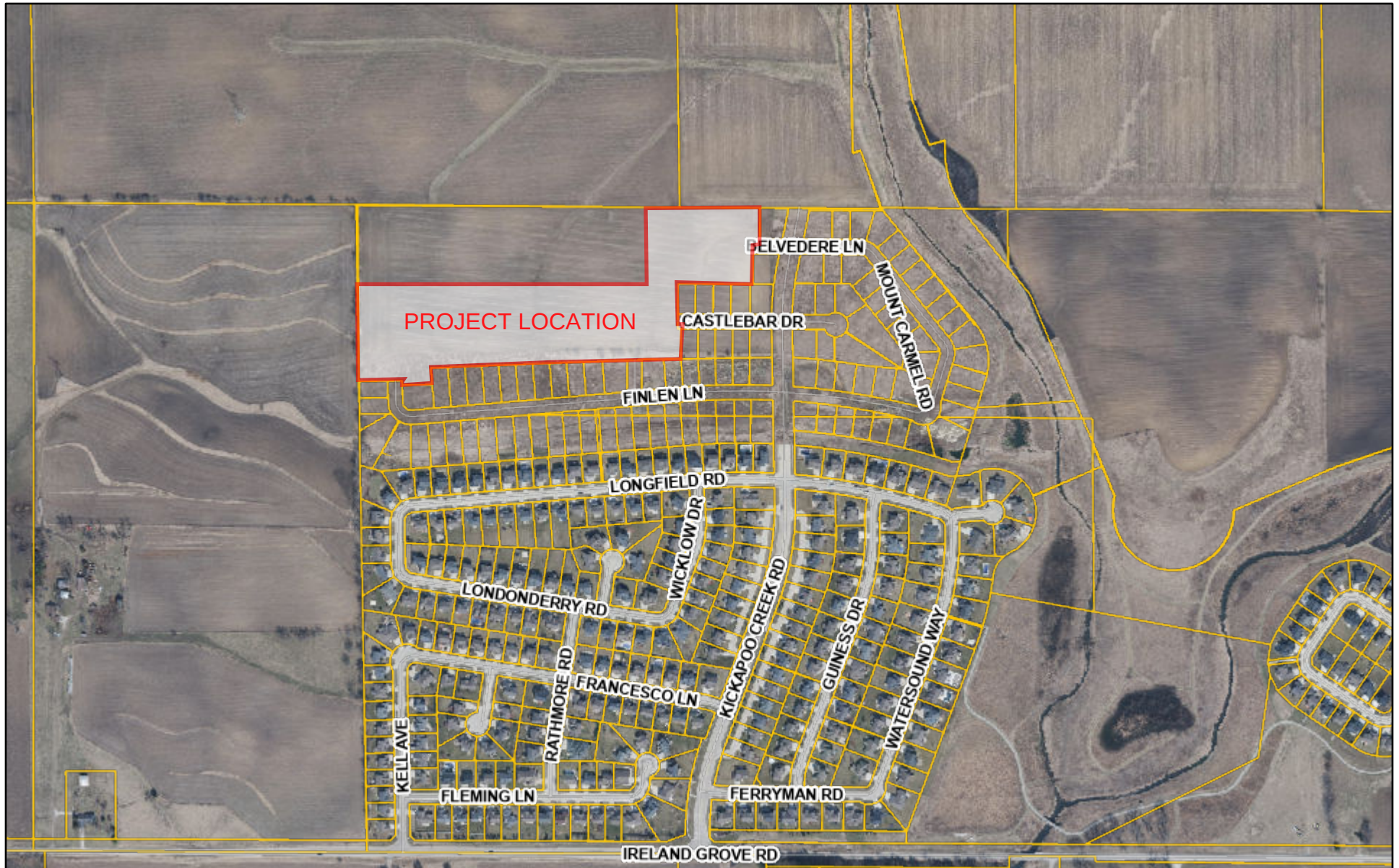


?? (The Grove on Kickapoo Creek Tenth Addition)

Date Prepared: 10/27/2025

Shown on Final Plat:		Initial
	Easements shown for all public improvements	SJL
	City Engineer's Signature Block	SJL
	Clerk's Signature Block	SJL
	Areas or facilities to be dedicated to the public	SJL
	Railroad Right of Ways	N/A
	Subdivision Boundaries	SJL
	References to nearest street lines, Township, Sections lines, or monuments.	SJL
	Name of Subdivision	SJL
	Legal Description	SJL
	Existing Parcel Id Number (PIN)	SJL
	Surveyor's statement regarding any Special Flood Hazard Areas.	SJL
	Total Acreage	SJL
	Street Names	SJL
	Proposed Lot numbers (consecutively numbered)	SJL
The following shall be provided:		
	School District Certificate	SJL
	County Clerk's Certificate	SJL
	Owner's Certificate	SJL
	Drainage Statement	SJL
	Owner's Petition	SJL
	Ordinance	ABP
	Utility Company Signoffs	N/A
	Digital PDF Submittal provided to DSD	ABP
	Digital CAD format submittal provided to Public Works	Not yet
The following requirements shall be met:		
	Final plat retains the design characteristics of a valid Preliminary Plan that has not expired	SJL
	Retains the design characteristics of approved public improvement engineering plans and specifications.	SJL
	Final Plat is signed by IL licensed surveyor	ABP
	Plans for all public improvements approved by DSD	SJL

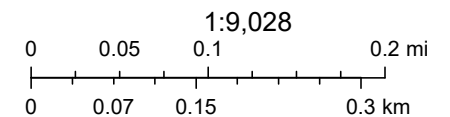
The Grove on Kickapoo Creek Tenth Addition



10/29/2025, 10:36:47 AM

Street labels  Parcels

 Streets



Esri Community Maps Contributors, McGIS-McLean County GIS, © OpenStreetMap, Microsoft, Esri, TomTom, Garmin, SafeGraph,

ArcGIS Web AppBuilder

MEMORANDUM

November 6, 2025

To: Alissa Pemberton, City Planner
 From: Steven J. Law, Senior Civil Engineer
 Subject: The Grove on Kickapoo Creek Tenth Addition
 Performance Guarantees and Tap-On Fees

The following are the Performance Guarantee and Tap On fees required from the developer before releasing for recording the final plat: **The Grove on Kickapoo Creek Tenth Addition**. The final plat will be considered for approval by the City Council at the November 24, 2025 meeting.

A. Performance Guarantee:

\$250,000 revolving commercial surety bond covering all additions. Owner/Developer to provide the current surety bond to the City.

B: Tap-On Fees:

There are tap-on fees due from The Grove on Kickapoo Creek Tenth Addition per the Annexation Agreements dated April 21, 2005 and November 24, 2008.

		<u>Code</u>	<u>Principal</u>	<u>Interest</u>	<u>Total</u>
1	Pump Sta. MBKC San. Sew.	51101100-54120	\$31,583.00	\$0.00	\$31,583.00
2	Force Main MBKC at IGRD	51101100-54120	\$15,412.40	\$0.00	\$15,412.40
3	Brokaw Rd. San. Trunk Sew.	51101100-54120	\$13,261.58	\$0.00	\$13,261.58
4	Water Main	50100110-54120	\$0.00	\$0.00	\$0.00
5	Stormwater Detention	53103100-57320	\$0.00	\$0.00	\$0.00
6	Park Land	24104100-57320	\$0.00	\$0.00	\$0.00
	Total		\$60,256.98	\$0.00	\$60,256.98

- Area: 13.571 acres, 49 Lots
- Sanitary Flow: [(49 Lots X 3.5 pop. X 100 gpd/pop. X 3.0 peaking factor) + (Infiltration: 13.571 acres X 300 gpd/in dia/acre X 8 in.)] / 1,000,000 gpd/mgd = 0.084 MGD
- Ireland Grove Road Frontage: 0 FT
- 1) Pump Station Main Branch Kickapoo Creek - \$375,988.12/mgd
- 2) Force Main, Main Branch Kickapoo Creek - \$183,480.96/mgd
- 3) Sanitary Trunk Sewer Brokaw Road - \$157,876.01/mgd
- 4) Developer to build water main, no tap-on fee.
- 5) Developer to provide stormwater detention, no tap-on fee.
- 6) Developer to dedicate park land, no tap-on fee.

C: Guarantee Substandard Street Improvement:

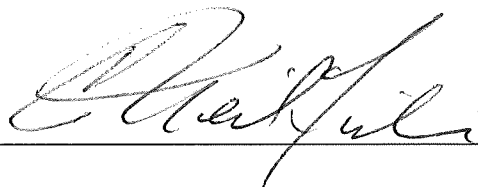
Not Applicable

cc: Jim Karch, Director of Engineering, City Engineer
Chris Tomerlin
file

DRAINAGE STATEMENT

I, C. Neil Finlen, Registered Professional Engineer, and Eastlake LLC, being the owner of the premises heretofore platted by Brent A. Bazan, Illinois Professional Land Surveyor No. 3715, to be and become "The Grove on Kickapoo Creek Tenth Addition" to the City of Bloomington, McLean County, Illinois, do hereby state that to the best of their knowledge and belief, the drainage of surface waters will not be changed by the construction of said Subdivision or any part thereof; or that if such surface waters drainage will be changed, reasonable provision has been made for collection and diversion of such surface waters into public areas or drains which the Subdivider has a right to use and that such waters will be planned for in accordance with generally accepted engineering practices so as to reduce the likelihood of damage to the adjoining property because of the construction of the Subdivision.

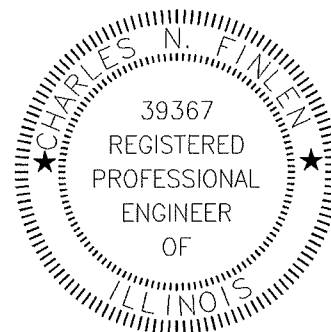
I further state that no lots are within the Special Flood Hazard Area, as identified by the Federal Emergency Management Agency.


Registered Professional Engineer No. 39367

OWNER:

BY: _____







Consent Agenda Item No. 6.K.

For City Council: November 24, 2025

Ward Impacted: City Wide

Subject: Consideration and Action to Approve the Local 362 Civilian Police Services Contract, as requested by the Human Resources Department.

Recommended Motion: The proposed Collective Bargaining Agreement be approved.

Strategic Plan:

Goal 1. Financially Sound City Providing Quality Basic Services

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

Background: Previously, civilian Police Department positions were covered under three separate collective bargaining agreements that covered employees from various departments. In collaboration with Laborers Local 362, the City has consolidated positions from these separate agreements into a single, dedicated agreement to streamline administration and ensure consistency in work rules and benefits for the civilian unionized positions in the Police Department. While two of the agreements remain in place and continue to cover employees in other departments, this new contract applies exclusively to eight (8) Police civilian roles, including a combined Community Service Officers (CSOs)/Parking Enforcement position, Records Specialist and Crime Data/Intelligence Analyst positions. Negotiations for this new agreement began on June 11, 2025. Highlights of major changes in pay, benefits and work rules are as follows:

Wages:

- Established competitive entry level pay for the new CSO position at \$23.36 per hour, Crime Data/Intelligence Analyst at \$33.24 and Records Specialist at \$24.00. An individual wage table for employee with 23 years of service was established and provided for a 3.5% increase over the previous year's hourly rate with certifications.
- A 3% across-the-board increase on May 1, 2026.
- A 3% across-the-board increase on May 1, 2027.
- Addition of a new three (3) year base wage step.
- Elimination of certification pay for those employees in the Crime Data/Intelligence Analyst positions.
- Updated terms for pay for working out of classification.

Leave:

- The vacation schedule was modified to align with other City employee groups.
- Sick Leave was expanded to allow use for extended family
- Addition of the Juneteenth holiday
- Ability to bank holidays if required to work

- Standardization of Job Injury Days
- Standardization of time off requests

Other Adjustments:

- Standardization of the LIUNA contributions for the positions combined under this contract
- Modified clothing allotments and eliminated payout for shoes and safety equipment.
- Standardized for a one-year probationary period.

Community Groups/Interested Persons Contacted: N/A

Financial Impact: If approved, the financial impact of the across-the-board increases is estimated to be \$29,183 in FY 2026, \$47,295 in FY 2027 and \$65,951 in FY 2028. The FY 2026 budget included an estimated increase which should materially cover the cost of the increase. Future increases will be budgeted accordingly.

Attachments:

None



Regular Agenda Item No. 7.A.

For City Council: November 24, 2025

Ward Impacted: City Wide

Subject: Consideration and Action on Approving the 2025 Tax Levy Estimate for the City of Bloomington, in the Amount of \$25,320,384, as requested by the Finance Department.

Recommended Motion: The proposed Tax Levy Estimate be approved in the amount of \$25,320,384.

Strategic Plan:

Goal 1. Financially Sound City Providing Quality Basic Services

Objective 1a. Budget with adequate resources to support defined services and level of services

Goal 5. Great Place - Livable, Sustainable City

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

Background:

Rate and EAV:

The calculation of the property tax rate is produced by taking the tax levy, a fixed amount, and dividing that by the Equalized Assessed Value ("EAV"). The final EAV will not be produced until January 1st, 2026, therefore, the City must adopt its levy based on preliminary estimates.

Tax Formula: Requested Levy / Preliminary EAV = Tax Rate

The City of Bloomington uses the preliminary EAV provided by the McLean County Supervisor of Assessments for the upcoming tax year. This year, the preliminary EAV, as of September 23rd, was \$2,678,477,189. That is a \$209.6M increase over the prior year's final EAV of \$2,468,852,375. The City anticipates some EAV challenges to be successful prior to the final EAV being set, as well as some adjustments to properties exempt from value increases, and therefore proposes reducing the EAV to \$2,663,477,189 (a reduction of approximately \$15M) – for purposes of providing this Estimate. That estimate total results in a \$194.6M – 7.88% increase in EAV over the 2024 final.

What is the Levy Used For:

The City's tax levy provides foundational support for a wide range of General Fund services, including debt service, public safety, parks and recreation, pensions, and other essential municipal operations. While the levy helps offset these costs, the General Fund must still rely heavily on other revenue sources to fully fund these services. For example, in 2024 the levy covered only a small portion of several major service areas, including: (1) Police Protection received \$1.5M from the levy while \$25.2M was funded by the General Fund; (2) Fire Protection received \$1.9M while \$13.8M was funded by the General Fund; (3) Parks and

Recreation received \$1.0M while \$8.2M was funded by the General Fund; and (4) pension obligations received \$9.6M from the levy with \$4.1M was funded by the General Fund.

Inflationary Impacts:

While costs have increased significantly, the 2024 levy, for FY2026 budgetary funding, was held flat from the previous year at \$22.3M. This resulted in a reduction in the City tax rate from .993% to .904%. This was the second year of the levy being held flat. The .904% rate is therefore down significantly from the historical average of 1.09%.

The property tax levy makes up approximately 18% of the General Fund's total revenues, i.e., it is a significant component of the revenue structure supporting the financial health of the City. Holding revenues flat, while expenditures increase at the rate of inflation, creates budgetary pressures. A 3% increase in inflation applied to \$22.3M, equates to \$700K in unsupported expenditure growth per year. In addition, pensions have increased \$3.4M / 28% in the last two years. City staff have sourced solutions, including reductions in staff through attrition and delaying equipment purchases, to address the +\$4M increase in unsupported expense growth. A continued practice of holding this revenue category flat will make it increasingly difficult to maintain long-term financial balance as costs rise.

2025 Alternative Tax Levy Options:

Option 1 Operational Adjustment: Total \$25,320,384; \$3M addition; rate of .95%.

Option 2 Operational Adjustment, plus pensions: Total \$26,320,384; \$4M addition; rate of .98%.

Option 3 Flat Rate: Total \$24,082,384; \$1.762M addition; rate of .90%.

If the Council chose to keep the levy amount flat at \$22,320,384, the rate would be .83%.

Staff Recommendation: Levy Request of \$25,320,384:

Staff recommends a levy of \$25,320,384 to help realign revenues with the City's actual cost structure. This recommendation allocates \$1 million each toward Police Protection, Fire Protection, and Parks to help offset the longstanding gap between levy support and the true cost of providing these essential services. This approach strengthens the General Fund, maintains service levels, and keeps the proposed rate (.95065%) well below the historic average of 1.09%.

Please see exhibit FIN 1B for historical levy and rate information. The exhibit also highlights the impact on a residential property owner – providing scenarios for both a flat assessment and one that has increased by 7.8% = the approximate average increase.

Tax Levy Procedure:

The calculation of the property tax rate is produced by taking the tax levy, a fixed amount, and dividing that by the EAV. The final EAV will not be produced until January 1st, 2026. Therefore,

the City must adopt its levy based on preliminary estimates.

Tax Formula: Requested Levy / Preliminary EAV = Tax Rate

According to the Illinois Property Tax Code Division 2 Truth in Taxation (35ILCS 200/18-60), the City must formally adopt an estimated tax levy not less than 20 days prior to the adoption of the final tax levy. 35ILCS 200/18-85 requires said estimate to be compared to the prior year's aggregate levy (excluding amounts for bond debt service) and if a 5% increase exists then a public hearing in addition to a public notice must occur. A public notice related to this hearing must be published not more than 14 days, nor less than 7 days prior to the date of the hearing.

The final tax levy ordinance must be passed by a vote of the Council and a certified copy, thereof, filed with the County Clerk on or before the last working Tuesday in December, which is December 31st. Therefore, the adoption of the 2025 Tax Levy Ordinance is recommended to be placed on the Council's December 15th, 2025, meeting agenda. In addition, the abatement of taxes related to bond covenants will occur at this same meeting. The City can abate debt service payments needed to keep the bond and interest portion of the levy flat which has been done historically. By bond covenant, any debt service payments abated are guaranteed from other revenue sources.

The final EAV will be completed by January 1st, 2026. The tax rate generated is later applied to individual property owner's tax bills on April 1st, 2026 and bills are sent out on May 1st due by June 1st and September 1st.

Community Groups/Interested Persons Contacted: N/A

Financial Impact: Staff recommends the Council adopt the tax levy *estimate* of \$25,320,384 for the City of Bloomington.

Attachments:

1. 2025 COB Tax Levy FIN 1B

**2025 Estimated & Historical Tax Levy
For FY2027 Budget Year**

City of Bloomington

Levy Type	2025 Proposed Tax Levy	2024 Tax Levy	2023 Tax Levy	2022 Tax Levy	2021 Tax Levy
BONDS & INTEREST	\$1,872,381	\$1,872,381	\$1,683,345	\$969,879	\$1,804,533
FIRE PENSION	\$4,896,000	\$4,896,000	\$4,896,000	\$4,896,000	\$4,196,000
FIRE PROTECTION	\$2,900,228	\$1,900,228	\$1,900,228	\$1,900,228	\$1,900,228
GENERAL CORPORATE	\$3,279,212	\$3,279,212	\$3,468,248	\$4,181,714	\$3,347,060
IMRF	\$1,555,626	\$1,555,626	\$1,855,626	\$1,855,626	\$1,855,626
POLICE PENSION	\$4,708,000	\$4,708,000	\$4,708,000	\$4,708,000	\$4,008,000
POLICE PROTECTION	\$2,526,473	\$1,526,473	\$1,526,473	\$1,526,473	\$1,526,473
PUBLIC PARKS	\$2,001,454	\$1,001,454	\$1,001,454	\$1,001,454	\$1,001,454
SOCIAL SECURITY	\$1,581,010	\$1,581,010	\$1,281,010	\$1,281,010	\$1,281,010
TOTALS	\$25,320,384	\$22,320,384	\$22,320,384	\$22,320,384	\$20,920,384
Dollar Increase/(Decrease)	\$3,000,000	\$0	\$0	\$1,400,000	\$275,000
Percent Increase/(Decrease)	13.44%	0.00%	0.00%	6.69%	1.33%
EAV	2,663,477,189	2,468,852,375	2,248,095,820	2,048,944,043	1,926,553,423
Estimated Tax Rate	0.95065%	0.90408%	0.9929%	1.0894%	1.0859%
Rate Change	0.0466%	-0.0888%	-0.0965%	0.0035%	-0.0078%

Residential Tax Scenarios:

2025 Proposed

2024 Final

House **Flat** EAV (200K value)

\$66,667

\$66,667

Total Tax

\$633.77

\$602.72

Tax Increase **Flat** EAV

\$31.05

Increase per month

\$2.59

House **7.8%** EAV (215.6K value)

\$71,867

Total Tax

\$683.20

Tax Increase **7.8%** EAV

\$80.48

Increase per month

\$6.71



Regular Agenda Item No. 7.B.

For City Council: November 24, 2025

Ward Impacted: City Wide

Subject: Consideration and Action on Approving the 2025 Tax Levy Estimate for the Bloomington Public Library, in the Amount of \$6,960,000, as requested by the Library Department.

Recommended Motion: The proposed Tax Levy Estimate be approved in the amount of \$6,960,000.

Strategic Plan:

Goal 1. Financially Sound City Providing Quality Basic Services

Objective 1a. Budget with adequate resources to support defined services and level of services

Background: The calculation of the property tax rate is produced by taking the tax levy, a fixed amount, and dividing that by the Equalized Assessed Value ("EAV"). The final EAV will not be produced until January 1st, 2026, therefore, the City must adopt its levy based on preliminary estimates.

Tax Formula: Requested Levy / Preliminary EAV = Tax Rate

The City of Bloomington and Bloomington Public Library use the preliminary EAV provided by the McLean County Supervisor of Assessments for the upcoming tax year. This year the preliminary EAV, as of September 23rd, was \$2,678,477,189. That is a \$209.6M increase over the prior year's final EAV of \$2,468,852,375. The City anticipates some EAV challenges to be successful prior to the final EAV being set, as well as some adjustments to properties exempt from value increases, and therefore proposes reducing the EAV to \$2,663,477,189 (a reduction of approximately \$15M) – for purposes of providing this Estimate. That estimate total results in a \$194.6M - 7.88% increase in EAV over the 2024 final.

Bloomington Public Library Levy Request of \$6,960,000:

The Library proposes a decrease in the rate for this year's Levy. See *FIN 2B 2025 Tax Levy Estimate* (attached) for historical details. The final EAV will determine the final rate.

This levy proposal reflects an increase of \$252,725 for Library Operations to cover increased costs. This increase is partially offset by a decrease of \$120,000 for Library Expansion (i.e. bond repayment), which is made possible by the Library Board's commitment to allocate \$120,000 from the Library's Capital Reserve Fund toward the 2026 bond repayment obligations. Ultimately, this levy proposal reflects a net increase of \$132,725, which is a 1.94% increase from the prior year's levy, as compared to the overall 7.88% increase in the estimated EAV. If approved, this will result in a rate reduction.

The Library relies primarily on the tax levy as its source of funding. It does not benefit from

economically driven revenues such as sales taxes. Therefore, to maintain consistent service, the Library's levy must at a minimum keep pace with inflation.

2025 Proposed Tax Levy Rate Calculations:

Bloomington Public Library:

Levy Request of \$6,960,000 / EAV of \$2,663,477,189 = .26131% (prior year = .27654%) (Rate reduction of .01522%)

Tax Levy Procedure:

According to the Illinois Property Tax Code Division 2 Truth in Taxation (35ILCS 200/18-60), the City must formally adopt an estimated tax levy not less than 20 days prior to the adoption of the final tax levy. 35ILCS 200/18-85 requires said estimate to be compared to the prior year's aggregate levy (excluding amounts for bond debt service) and if a 5% increase exists then a public hearing in addition to a public notice must occur. A public notice related to this hearing must be published not more than 14 days, nor less than 7 days prior to the date of the hearing.

The final tax levy ordinance must be passed by a vote of the Council and a certified copy, thereof, filed with the County Clerk on or before the last working Tuesday in December which is December 31st. Therefore, the adoption of the 2025 Tax Levy Ordinance is recommended to be placed on the Council's December 15th, 2025 meeting agenda.

The final EAV will be completed by January 1st, 2026. The tax rate generated is later applied to individual property owner's tax bills on April 1st, 2026, and bills are sent out on May 1st due by June 1st and September 1st.

Community Groups/Interested Persons Contacted: N/A

Financial Impact: The Bloomington Public Library Board of Trustees and Finance recommends the Council adopt the tax levy estimate of \$6,960,000 for the Bloomington Public Library.

Attachments:

1. FIN 2B 2025 Tax Levy Estimate

**2025 Proposed & Historical Tax Levy
For FY2027 Budget Year**

Bloomington Public Library

Levy Type	2025 Proposed Tax Levy (collected in 2026 for FY27)	2024 Tax Levy	2023 Tax Levy	2022 Tax Levy	2021 Tax Levy	2020 Tax Levy
LIBRARY OPERATIONS	\$ 5,995,000	\$ 5,742,275	\$ 5,495,000	\$ 5,185,600	\$ 5,017,785	\$ 4,967,785
LIBRARY EXPANSION	\$ 965,000	\$ 1,085,000	\$ 1,085,000	\$ 1,085,000	\$ 850,000	\$ -
TOTAL	\$ 6,960,000	\$ 6,827,275	\$ 6,580,000	\$ 6,270,600	\$ 5,867,785	\$ 4,967,785
Operations Increase	\$ 252,725	\$ 247,275	\$ 309,400	\$ 167,815	\$ 50,000	\$ 32,426
Expansion Project Increase	\$ (120,000)	\$ -	\$ -	\$ 235,000	\$ 850,000	\$ -
Dollar Increase/(Decrease)	\$ 132,725	\$ 247,275	\$ 309,400	\$ 402,815	\$ 900,000	\$ 32,426
Percent Increase/(Decrease)	1.94%	3.76%	4.93%	6.86%	18.12%	0.66%
EAV	2,663,477,189	2,468,852,375	2,248,095,820	2,048,944,043	1,926,553,423	1,887,703,781
Estimated Operating Tax Rate	0.22508%	0.23259%	0.24443%	0.25309%	0.26045%	0.26317%
Estimated Expansion Tax Rate	0.03623%	0.04395%	0.04826%	0.05295%	0.04412%	0.00000%
Estimated Tax Rate	0.26131%	0.27654%	0.29269%	0.30604%	0.30457%	0.26317%
Inc in Operating Tax Rate	-0.00751%	-0.01184%	-0.00866%	-0.00737%	-0.00271%	0.00087%
Inc in Expansion Tax Rate	-0.00772%	-0.00432%	-0.00469%	0.00883%	0.04412%	0.00000%
Increase in Rate	-0.01522%	-0.01616%	-0.01335%	0.00147%	0.04141%	0.00087%
House EAV (165K full value)	\$ 66,667	\$ 66,667	\$ 66,667	\$ 66,667	\$ 66,667	\$ 66,667
Tax Increase	\$ (10.15)	\$ (10.77)	\$ (8.90)	\$ 0.98	\$ 27.61	\$ 0.58

Taxes for a \$200,000 house	\$ 174.21	\$ 184.36	\$ 195.13	\$ 204.03	\$ 203.05	\$ 175.44
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Regular Agenda Item No. 7.C.

For City Council: November 24, 2025

Ward Impacted: City Wide

Subject: Consideration and Action on an Ordinance to Amend Chapter 2 (Administration) of the City Code to Make the Special Commission for Safe Communities a Permanent Commission, as requested by the Administration Department.

Recommended Motion: The proposed Ordinance be approved.

Strategic Plan:

Goal 4. Strong Neighborhoods

Objective 4a. Residents feeling safe in their homes and neighborhoods

Background: In June 2023, Council established the Special Commission for Safe Communities ("Commission") with the purpose of helping enhance community safety by reducing gun violence. The Commission was to be comprised of 9 members, including representatives of community stakeholders from a variety of organizations with relevant experience in the area of gun violence or similar areas. The Commission's goals were:

- Collect, evaluate, and assess data on gun violence and weapons violations within the Bloomington area.
- Identify patterns and underlying causes of gun violence and weapons violations within the Bloomington area.
- Provide specific recommendations about how the City might address identified issues.

The Commission was required to provide recommendations for actionable items to Council no later than 12 months after formation. This requirement was met on August 19, 2024, at the Committee of the Whole meeting. The Commission was also required to present a report of its final recommendations to Council no later than two years from inception. This requirement was met with the presentation provided at the October 27, 2025 Council meeting. Council is now met with the decision to decide whether the Commission should become a permanent board and commission of the City or be dissolved.

Community Groups/Interested Persons Contacted:

Financial Impact: N/A

Attachments:

1. Ordinance

ORDINANCE NO. 2025 –

**AN ORDINANCE AMENDING CHAPTER 2 (ADMINISTRATION), §2-355 OF
THE CITY CODE TO MAKE THE SPECIAL COMMISSION FOR SAFE COMMUNITIES
A PERMANENT COMMISSION**

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 Council is the legislative authority over the City Code (“Code”); and

WHEREAS, the City Council formed the Special Commission for Safe Communities (“Commission”) in June of 2023 with the purpose of helping enhance community safety; and

WHEREAS, the Commission was originally established for two years with Council action being necessary for the Commission to continue beyond the two years; and

WHEREAS, the City Council now desires to make the Commission a permanent board and commission of the City; and

WHEREAS, the City Council formally approves this Ordinance and the Code Amendments as laid out in Exhibit A to this Ordinance.

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

SECTION 1. This Ordinance is adopted pursuant to Home Rule Authority granted to the City of Bloomington by Article VII, Section 6, of the Illinois Constitution, 1970.

SECTION 2. That §2-355 of the Municipal Code of the City of Bloomington, Illinois, 1960, as amended, is hereby amended and replaced to read as set forth in Exhibit A.

SECTION 3. If any part of this Ordinance is declared invalid for any reason, the remainder shall continue in full force and effect and to this end the provisions are hereby severable.

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

SECTION 5. This Ordinance shall be in full force and effect after its approval and publication as required by law.

PASSED this 24th day of November 2025.

APPROVED this ____ day of November 2025.

CITY OF BLOOMINGTON

ATTEST

Dan Brady, Mayor

Leslie Smith-Yocum, City Clerk

EXHIBIT A

§ 2-355. Commission for Safe Communities.

- A. Establishment and purpose. The Commission for Safe Communities (hereinafter "the Commission") is hereby established as a advisory body to the Bloomington City Council, charged with ensuring the sustained success of the City's violence prevention strategies, with a continued focus on gun violence. To fulfill this critical role, the Commission will:
- (1) Regularly monitor, evaluate, and annually report to the City Council on the progress, outcomes, and effectiveness of all City-adopted gun violence risk reduction recommendations. To accomplish this, the Commission shall coordinate with the Bloomington Police Department and all relevant City departments to access the necessary data, measure implementation efforts, and make recommendations to ensure ongoing accountability for achieving community safety goals.
 - (2) Advise the City Council by making formal recommendations and requests for the necessary funding, staffing, and legislative action required to fully implement and sustain long-term violence reduction initiatives.
 - (3) Serve as the central hub for coordinating community stakeholders and City resources, and periodically provide strategic recommendations for adapting, refining, and expanding prevention efforts based on new data and community needs.
- B. All actions, statements, and recommendations of the Commission shall be considered advisory only, and shall not bind the City Council, the City Manager, or any City department. Implementation of any recommendation remains at the sole discretion of the appropriate City authority.
- C. Composition.
- (1) The Commission shall consist of nine members appointed by the Mayor with the advice and consent of the City Council, and one representative from the Bloomington Police Department who shall be selected by the Police Chief and who shall serve as an ex officio member of the Commission. The Commission shall initially be comprised of the nine (9) Commissioners and Staff Liaison (ex-officio member) last serving the former Special Commission for Safe Communities, who shall be appointed to initial terms as follows:
 - (a) The five Commissioners of the "Special" Commission for Safe Communities whose terms expired in 2025 shall each be appointed to two-year terms; and
 - (b) The four (4) commissioners of the "Special" Commission whose terms will expire after December 31, 2025, shall be appointed to the Commission for an initial term of one-year; and
 - (c) All subsequent appointments shall be two-year terms, with the exception of an appointment to fill a vacancy created mid-term, which appointment shall be limited to the remaining portion of the unexpired term.

- (2) Members shall serve no more than three consecutive two-year terms (a total of six years).
- (3) The Chair and Vice-Chair of the Commission shall be selected amongst the members of the Commission and shall be eligible for re-election; however, no member shall serve as Chairperson or Vice-Chairperson for more than two consecutive years.
- (4) A majority of the sitting members of the Commission shall constitute a quorum.
- (5) Members shall serve until their successors are appointed and confirmed, unless removed from office.

D. Qualifications for membership.

- (1) Members shall be representatives of community stakeholders from any of the organizations listed below and/or shall have relevant experience in the area of gun violence or other applicable areas of expertise. The identified community stakeholders of which the City seeks collaboration on this initiative includes:
 - (a) Educational Institutions;
 - (b) Faith communities;
 - (c) Mental health professionals;
 - (d) Mid-Central Community Action;
 - (e) Moms Demand Action;
 - (f) NAACP;
 - (g) Not In Our Town;
 - (h) Project Oz;
 - (i) Restorative Practices;
 - (j) West Bloomington Revitalization Project;
 - (k) YWCA; and/or
 - (l) Other local groups, institutions, and government entities with relevant expertise.
- (2) Members with a special expertise in the area of gun violence or expertise in other applicable areas are not required to be residents of the City of Bloomington.
- (3) Members who were appointed to serve on the Special Commission for Safe Communities shall continue to serve on the Commission for Safe Communities for another one-year period extension beyond the expiration of their original term on

the Special Commission.

E. Meetings.

- (1) The Commission shall be subject to the Illinois Open Meetings Act and shall set meetings every other month and may set additional special meetings as necessary.
- (2) All Commission meetings shall be open to the public except when closed as provided in the Open Meetings Act and all other applicable state and local laws. Meetings will include opportunity for the general public to voice concerns and to provide recommendations.

F. Staff assistance. The City Manager shall assign staff to assist the Commission with its orientation and functions and to serve as a conduit to the City Manager.