

CITY OF  
BLOOMINGTON  
CITY COUNCIL -  
REGULAR SESSION  
MEETING  
APRIL 28, 2025



**COMPONENTS OF THE COUNCIL AGENDA**

RECOGNITION AND PROCLAMATION

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

PUBLIC HEARING

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

PUBLIC COMMENT

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

CONSENT AGENDA

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

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

REGULAR AGENDA

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

**MAYOR AND COUNCIL MEMBERS**

**Mayor** - Mboka Mwilambwe

**City Council Members**

- Ward 1 - Jenna Kearns
- Ward 2 - Micheal Mosley
- Ward 3 - Sheila Montney
- Ward 4 - John Danenberger
- Ward 5 - Nick Becker
- Ward 6 - Cody Hendricks
- Ward 7 - Mollie Ward
- Ward 8 - Kent Lee
- Ward 9 - Tom Crumpler

**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, APRIL 28, 2025, 6:00 PM**

1. Call to Order
2. Pledge of Allegiance to the Flag
3. Remain Standing for a Moment of Silent Prayer and/or Reflection
4. Roll Call
5. Recognition/Appointments
  - A. Proclamation for 56th Annual Professional Municipal Clerk's Week, as requested by the Administration Department. (*Recommended Motion: None; Recognition only.*)
  - B. Recognition of a Board & Commission Appointment, as requested by the Administration Department. (*Recommended Motion: None; Recognition only.*)
6. Public Comment

*Individuals wishing to provide emailed public comment must email comments to [publiccomment@cityblm.org](mailto: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](http://www.cityblm.org/register) at least 5 minutes before the start of the meeting for in-person public comment and at least 15 minutes before the start of the meeting for remote public comment.*
7. Consent Agenda

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

  - A. Consideration and Action to Approve the Minutes of the March 24, 2025, Regular City Council Meeting, as requested by the City Clerk Department. (*Recommended Motion: The proposed Minutes be approved.*)
  - B. Consideration and Action on Approving Bills and Payroll in the Amount of \$7,247,233.10, as requested by the Finance Department. (*Recommended Motion: The proposed Bills and Payroll be approved.*)
  - C. Consideration and Action on Approving Appointments to Boards and Commissions, as requested by the Administration Department. (*Recommended Motion: The proposed Appointments be approved.*)
  - D. Consideration and Action on Approving an Appointment to a Commission, as requested by the Administration Department. (*Recommended Motion: The proposed Appointment be approved.*)

- E. Consideration and Action on a Resolution Approving a Change Order with Stewart Spreading Inc., for Lime Sludge Removal, in the Amount of \$248,351.03, as requested by the Water Department. (Recommended Motion: The proposed Resolution be approved.)
- F. Consideration and Action on a Resolution Approving a Unit Price Agreement with Republic Services, Inc., for Street Sweeping Debris Disposal (Bid #2025-31), and Granting Authority for Purchase in Fiscal Years 2026, 2027, 2028, and 2029, as requested by the Public Works Department. (Recommended Motion: The proposed Resolution be approved.)
- G. Consideration and Action on a Resolution Approving a Unit Price Agreement with Republic Services, Inc. for Construction and Demolition Debris Disposal (Bid #2025-33), and Granting Authority for Purchase in Fiscal Year 2026, as requested by the Public Works Department. (Recommended Motion: The proposed Resolution be approved.)
- H. Consideration and Action on a Resolution Approving an Agreement Amendment with PMA Management Corp., for Third Party Claims Administration Services, in the Amount of \$134,952, as requested by the Human Resources Department. (Recommended Motion: The proposed Resolution be approved.)
- I. Consideration and Action on a Resolution Approving an Agreement for the Proposal of Insurance, Brokered by Arthur J. Gallagher, for Fiscal Year 2026, in the Amount of \$1,742,988, as requested by the Human Resources Department. (Recommended Motion: The Resolution be approved.)
- J. Consideration and Action on a Resolution Approving an Agreement with R.B. Crowther Co., for the Fire Station #1 Roof Replacement (Bid #2025-40), in the Amount of \$507,500, as requested by the Fire Department. (Recommended Motion: The proposed Resolution be approved.)
- K. Consideration and Action on a Resolution Waiving the Formal Bidding Requirements and Authorizing an Agreement with McLean County Asphalt Co., for Surface Repair of the City's Douglas Parking Lots A, B, and C, in the Amount of \$42,426.07, as requested by the Public Works Department and the Arts & Entertainment Department. (Recommended Motion: The proposed Resolution be approved.)
- L. Consideration and Action on a Resolution Approving an Agreement with Joe's Towing and Recovery, for Vehicles Up to 10,000 Gross Vehicle Weight (Bid #2025-37), and Granting Authority for Purchase in Fiscal Years 2026, 2027, 2028, and Optional Two Additional Fiscal Years 2029 and 2030, as requested by the Police Department and the Police Department. (Recommended Motion: The proposed Resolution be approved.)
- M. Consideration and Action on a Resolution Authorizing an Agreement with Wilcox Electric & Service Inc., for the Eagle Crest East Pump Station Electrical Replacement Project (Bid #2025-44), in the Amount of \$118,140, as requested by the Engineering Department. (Recommended Motion: The proposed Resolution be approved.)
- N. Consideration and Action on a Resolution Approving an Agreement with CIMCO Refrigeration, Inc., for 2025 Ice Plant Maintenance, in the Amount of \$79,787.05, as

requested by the Public Works Department and the Parks & Recreation Department. *(Recommended Motion: The proposed Resolution be approved.)*

- O. Consideration and Action on a Resolution Approving an Agreement with Lamar Johnson Collaborative, Inc., for the Miller Park Zoo Master Plan (RFQ # 2025-38), in the Amount of \$124,900, as requested by the Parks & Recreation Department. *(Recommended Motion: The proposed Resolution be approved.)*
- P. Consideration and Action on a Resolution Approving the List of Designated Architectural, Engineering, and Professional Services Firms Selected from Responses to the City's Request for Qualifications (RFQ #2025-32), as requested by the Engineering Department and the Public Works Department. *(Recommended Motion: The proposed Resolution be approved.)*
- Q. Consideration and Action on a Resolution Approving an Agreement with Stark Excavating, Inc. for Wylie Drive & Maple Hill Road Intersection Improvements (Bid #2025-25), in the Amount of \$448,920.50, as requested by the Engineering Department. *(Recommended Motion: The proposed Resolution be approved.)*
- R. Consideration and Action on (1) a Resolution Approving a Construction Agreement with Union Pacific Railroad Company as a Part of the Fox Creek Road & Bridge Project, in the Amount \$342,415.60; and (2) a Supplemental Resolution for Improvement Under the Illinois Highway Code for Motor Fuel Tax (MFT) Funds, in the Amount \$342,415.60, as requested by the Engineering Department. *(Recommended Motion: The proposed Resolution and Supplemental Resolution be approved.)*
- S. Consideration and Action on a Resolution Authorizing the Approval of the Proposal from Farnsworth Group for the Police Department HVAC Improvements Design, in an Amount Not to Exceed \$98,390, as requested by the Public Works Department and the Police Department. *(Recommended Motion: The proposed Resolution be approved.)*
- T. Consideration and Action on a Resolution Approving the First Amendment to the Contract Between the City of Bloomington and Jeffrey R. Jurgens, as requested by City Council and Mayor Mboka Mwilambwe. *(Recommended Motion: The proposed Resolution be approved.)*
- U. Consideration and Action on an Ordinance Amending Chapter 29 of the Bloomington City Code to Prohibit Loitering on Medians Within the City that are Less than Six Feet Wide, as requested by the Legal Department and the Administration Department. *(Recommended Motion: The proposed Ordinance be approved.)*
- V. Consideration and Action on an Ordinance Amending Section 30 of Chapter 1 of the City Code Regarding the Biennial Review of the Schedule of Fees, as requested by the City Clerk Department. *(Recommended Motion: The proposed Ordinance be approved.)*
- W. Consideration and Action on an Ordinance Amending Section 1204 of Chapter 39 of the Bloomington City Code to Exempt Military Veterans Rated as 100% Service-Connected Disability as Determined by the United States Veterans Administration from the City's Vehicle Use Tax, as requested by the Legal Department. *(Recommended Motion: The proposed Ordinance be approved.)*

- X. Consideration and Action on an Ordinance Amending the Bloomington City Code Updating Chapter 44 Pertaining to Text Amendments to the Zoning Code Relating to Use Tables, Definitions, Landscaping, and Screening, as requested by the Development Services Department. *(Recommended Motion: The proposed Ordinance be approved.)*

**8. Regular Agenda**

- A. Consideration and Action on an Ordinance Establishing a Standardized Housing Incentive Program, as requested by the Administration Department. *(Recommended Motion: The proposed Ordinance be approved.) (Presentation by Jeff Jurgens, City Manager, 3 minutes; and City Council Discussion, 10 minutes.)*
- B. Recognition of Outgoing Mayor and City Council Members, as requested by the Administration Department. *(Recommended Motion: None; Recognition only.) (Presentation by Jeff Jurgens, City Manager, 5 minutes; and City Council Discussion, 5 minutes.)*

**9. Finance Director's Report**

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

**10. City Manager's Discussion**

**11. Mayor's Discussion**

**12. Council Member's Discussion**

**13. Executive Session**

**14. 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](mailto:mhurt@cityblm.org).



**RECOGNITION/APPOINTMENTS ITEM NO. 5.A.**

**FOR COUNCIL:** April 28, 2025

**WARD IMPACTED:** City-Wide Impact

**SUBJECT:** Proclamation for 56th Annual Professional Municipal Clerk's Week, as requested by the Administration Department.

**RECOMMENDED MOTION:** None; Recognition only.

**STRATEGIC PLAN LINK:**

Goal 5. Great Place - Livable, Sustainable City

**STRATEGIC PLAN SIGNIFICANCE:**

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

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

**COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED:** N/A

**FINANCIAL IMPACT:** N/A

Respectfully submitted for consideration.

Prepared by: Cecilia Reichert, Administrative Assistant

**ATTACHMENTS:**

[ADM 1B Proclamation](#)



## *Mayoral Proclamation*

*56<sup>th</sup> Annual Professional Municipal Clerks Week*

*May 4 – 10, 2025*

**WHEREAS**, the Office of the Professional Municipal Clerk, a time-honored and vital part of local government exists throughout the world; and

**WHEREAS**, the Office of the Professional Municipal Clerk is the oldest among public servants; and

**WHEREAS**, the Office of the Professional Municipal Clerk provides the professional link between the citizens, the local governing bodies and agencies of government at other levels; and

**WHEREAS**, Professional Municipal Clerks have pledged to be ever mindful of their neutrality and impartiality, rendering equal service to all; and

**WHEREAS**, the Professional Municipal Clerk serves as the information center on functions of local government and community; and

**WHEREAS**, Professional Municipal Clerks continually strive to improve the administration of the affairs of the Office of the Professional Municipal Clerk through participation in education programs, seminars, workshops, and the annual meetings of their state, provincial, county, and international professional organizations; and

**WHEREAS**, it is most appropriate that we recognize the accomplishments of the Office of the Professional Municipal Clerk.

**NOW, THEREFORE**, I, Mboka Mwilambwe, Mayor of Bloomington, Illinois, do recognize the week of May 4 through May 10, 2025, as **Professional Municipal Clerks Week**, and further extend appreciation to our Professional Municipal Clerk, Leslie Smith-Yocum, and Deputy City Clerk, Amanda Stutsman, for the vital services they perform and their exemplary dedication to the City of Bloomington.

Handwritten signature of Mboka Mwilambwe in black ink.

Mboka Mwilambwe  
Mayor



Handwritten signature of Leslie Yocum in black ink.

Leslie Yocum  
City Clerk



**RECOGNITION/APPOINTMENTS ITEM NO. 5.B.**

**FOR COUNCIL:** April 28, 2025

**WARD IMPACTED:** City-Wide Impact

**SUBJECT:** Recognition of a Board & Commission Appointment , as requested by the Administration Department.

**RECOMMENDED MOTION:** None; Recognition only.

**STRATEGIC PLAN LINK:**

Goal 5. Great Place - Livable, Sustainable City

**STRATEGIC PLAN SIGNIFICANCE:**

Objective 5b. City decisions consistent with plans and policies

**BACKGROUND:** The included appointments and reappointments are representative of the Council's approval from the April 14, 2025, Council meeting.

**COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED:** N/A

**FINANCIAL IMPACT:** N/A

Respectfully submitted for consideration.

Prepared by: Cecilia Reichert, Administrative Assistant

**ATTACHMENTS:**

[ADM 2B Recognition of Appointment from 041425 Council Meeting](#)



# Appointment

Welcoming America:  
- **Courtney Eddleman**



**CONSENT AGENDA ITEM NO. 7.A.**

**FOR COUNCIL:** April 28, 2025

**WARD IMPACTED:** City-Wide Impact

**SUBJECT:** Consideration and Action to Approve the Minutes of the March 24, 2025, Regular City Council Meeting, as requested by the City Clerk Department.

**RECOMMENDED MOTION:** The proposed Minutes be approved.

**STRATEGIC PLAN LINK:**

Goal 1. Financially Sound City Providing Quality Basic Services

**STRATEGIC PLAN SIGNIFICANCE:**

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

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

**COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED:** N/A

**FINANCIAL IMPACT:** N/A

Respectfully submitted for consideration.

Prepared by: Amanda Stutsman, Deputy City Clerk

**ATTACHMENTS:**

[CLK 1B Minutes](#)



**MINUTES**  
**CITY COUNCIL - REGULAR SESSION**  
**MONDAY, MARCH 24, 2025 6:00 P.M.**

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

**Roll Call**

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

**Recognition/Appointments**

Item 5.A. Proclamation on Toastmasters International Day (March 24, 2025), as requested by the Administration Department.

Mayor Mwilambwe presented the Proclamation and Gary Vaughn accepted it.

Item 5.B. Proclamation on 2025 Fair Housing Month, as requested by the Administration Department

Mayor Mwilambwe presented the Proclamation and Erin Duncan accepted it.

Item 5.C. Proclamation for Larry Carius, as requested by the Administration Department.

Mayor Mwilambwe presented the Proclamation and May Carius, Wife of Larry Carius, and family accepted it.

Item 6.D. Recognition of Board & Commission Appointment, as requested by the Administration Department.

Amanda Stutsman, Deputy City Clerk, recognized the following appointments: Jackie Young, Human Relations Commission; Giselle Lee, Public Safety & Community Relations Board; and Jishnuram Nair, Welcoming America Commission.

**Public Comment**

Mayor Mwilambwe read a public comment statement of procedure. No emailed public comment was received. Marty Seigel provided in-person public comment.

## Public Hearings

Item 7.A. Public Hearing on an Annexation Agreement with BBig Solar, LLC, for Property Generally Located at the Western Terminus of Lutz Road, Part of PIN: 21-20-100-006, as requested by the Development Services Department.

Mayor Mwilambwe opened the public hearing at 6:18 P.M.

Billy Tyus, Senior Deputy City Manager, explained that both annexation items could have occurred in the county, but the City chose to pursue annexation to best control development and secure future right-of-ways.

Kelly Pfeifer, Development Services Director, noted that the two public hearings were for the same parcel with different contract purchasers. She shared that the current hearing involved a solar facility on a long, narrow parcel at the western terminus of Lutz Road. She explained that the area was not currently served by water and sewer, and that the developer would work with the City to ensure proper road access during different seasons. She noted that no one had spoken in opposition to the Item when the Planning Commission held its Public Hearing.

Mayor Mwilambwe asked if anyone would like to testify for or against the Item. No one came forward.

Mayor Mwilambwe closed the public hearing at 6:21 P.M.

Item 7.B. Public Hearing on an Annexation Agreement with Trinity Lutheran Church for Property Generally Located at the Northwestern Terminus of Lutz Road, Part of PIN: 21-20-100-006, as requested by the Development Services Department.

Mayor Mwilambwe opened the public hearing at 6:21 P.M.

Kelly Pfeifer, Development Services Director, explained that the northern portion of the parcel was under contract to be purchased by Trinity Lutheran Church with the intention of using the land for water detention when they expanded their campus in the future. She noted that there were no immediate plans for the land, and that the annexation agreement would defer all normal activities until a planned use was determined. She noted that the Planning Commission unanimously forwarded it with a positive recommendation to Council.

Mayor Mwilambwe asked if anyone would like to testify for or against the Item. No one came forward.

Mayor Mwilambwe closed the public hearing at 6:23 P.M.

Item 7.C. Public Hearing for the Fiscal Year 2026 Proposed Budget, as requested by the Finance Department.

Mayor Mwilambwe opened the public hearing at 6:23 P.M.

Billy Tyus, Sr. Deputy City Manager, explained that the public hearing was part of the budget process, and that Finance Director Scott Rathman would provide a brief presentation on the financial plan for the next year.

Director Rathbun noted that the City Code required a public hearing prior to the adoption of the final budget, and that he had previously presented a lengthy preview to Council and the public on February 17, 2025, and March 10, 2025. He explained that there had been no changes to the overall budget totals since his last presentation with a Citywide budget of \$318 million, a general fund of \$137 million, and capital projects totaling \$81 million. Director Rathbun highlighted that 63% of the budget, or nearly \$200 million, was dedicated to areas directly

impacting residents including capital infrastructure, public safety, and utility operating. He emphasized the importance of providing context and perspective to budget numbers.

Mayor Mwilambwe opened the floor for testimony.

Jackie Beyer, after being sworn, addressed Council and recognized Director Rathbun and his staff for their hard work on the Fiscal Year 2026 Budget. She also thanked Council for voting to keep the tax levy flat. She suggested there was a correlation between significant increases in property tax bills and significant increases in rent and that the correlation potentially contributed to the local homeless population. Ms. Byer argued that the cycle of increasing property tax bills leads to higher housing costs, which could put more people on the streets requiring further increases in property taxes. She questioned City expenditures like branded merchandise and suggested the City consider selling one of its three golf courses to generate revenue and potentially provide for housing development or economic expansion opportunities.

No other further testimony was received.

Mayor Mwilambwe closed the public hearing at 6:31 P.M.

### **Consent Agenda**

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

**Council Member Kearns made a motion, seconded by Council Member Mosley, to approve the Consent Agenda as presented with the exception of Items 8.H. and 8.Q.**

Item 8.A. Consideration and Action to Approve the Minutes of the February 24, 2025, Regular City Council Meeting, as requested by the City Clerk Department. (Recommended Motion: The proposed Minutes be approved.)

Item 8.B. Consideration and Action on Approving Bills and Payroll in the Amount of \$8,459,605.53, as requested by the Finance Department. (Recommended Motion: The proposed Bills and Payroll be approved.)

Item 8.C. Consideration and Action on Approving Appointments to Boards & Commissions, as requested by the Administration Department. (Recommended Motion: The proposed Appointments be approved.)

Item 8.D. Consideration and Action on a Resolution Approving an Agreement with JG Stewart Contractors, Inc., for FY 2025 Community Development Block Grant (CDBG) South Sidewalks Phase I (Bid #2025-30), in the Amount of \$86,527.46, as requested by the Engineering Department. (Recommended Motion: The proposed Resolution be approved.)

### **RESOLUTION NO. 2025 – 052**

#### **A RESOLUTION APPROVING AN AGREEMENT WITH JG STEWART CONTRACTORS, INC., FOR FY 2025 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) SOUTH SIDEWALKS PHASE I (BID #2025-30), IN THE AMOUNT OF \$86,527.46**

Item 8.E. Consideration and Action on a Resolution Approving an Agreement with Evapar, for the Installation and Supporting Equipment for a Generac Industrial Generator at the Miller Park Zoo Katthoefer Animal Building (KAB) and Rainforest Building, in the Amount of \$214,287.03, as requested by the Parks & Recreation Department. (Recommended Motion: The proposed Resolution be approved.)

### **RESOLUTION NO. 2025 – 053**

**A RESOLUTION APPROVING AN AGREEMENT WITH EVAPAR, FOR THE INSTALLATION AND SUPPORTING EQUIPMENT FOR A GENERAC INDUSTRIAL GENERATOR AT THE MILLER PARK ZOO KATTHOEFER ANIMAL BUILDING (KAB) AND RAINFOREST BUILDING, IN THE AMOUNT OF \$214,287.03**

Item 8.F. Consideration and Action on a Resolution Approving an Intergovernmental Agreement with the Ecology Action Center (EAC), for the Coordination of Household Hazardous Waste (HHW) Collection Program, in the Amount of \$6,344 for FY 2025, and Two Additional Years to be Adjusted by the Lesser of 3% or the Net Percentage Increase in the Consumer Price Index (CPI), as requested by the Public Works Department. (Recommended Motion: The proposed Resolution be approved.)

**RESOLUTION NO. 2025 – 054**

**A RESOLUTION APPROVING INTERGOVERNMENTAL AGREEMENT WITH THE ECOLOGY ACTION CENTER (EAC), FOR THE COORDINATION OF HOUSEHOLD HAZARDOUS WASTE (HHW) COLLECTION PROGRAM, IN THE AMOUNT OF \$6,344 FOR FY 2025, AND TWO ADDITIONAL YEARS TO BE ADJUSTED BY THE LESSER OF 3% OR THE NET PERCENTAGE INCREASE IN THE CONSUMER PRICE INDEX (CPI)**

Item 8.G. Consideration and Action on (1) a Resolution Approving an Intergovernmental Agreement with the Illinois Department of Transportation (IDOT), for Illinois Route 9 Improvements, in an Amount Not to Exceed \$1,227,050; and (2) a State Motor Fuel Tax (MFT) Funding Resolution for Illinois Route 9 Improvements, in the Amount of \$1,227,050, as requested by the Engineering Department. (Recommended Motion: The proposed Resolutions be approved.)

**RESOLUTION NO. 2025 – 055**

**A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH THE ILLINOIS DEPARTMENT OF TRANSPORTATION (IDOT), FOR ILLINOIS ROUTE 9 IMPROVEMENTS, IN AN AMOUNT NOT TO EXCEED \$1,227,050**

**RESOLUTION NO. 2025 – 056**

**A STATE MOTOR FUEL TAX (MFT) FUNDING RESOLUTION FOR ILLINOIS ROUTE 9 IMPROVEMENTS, IN THE AMOUNT OF \$1,227,050**

Item 8.H. was pulled from the Consent Agenda by Council Member Montney.

Item 8.I. Consideration and Action on the Resolution Approving an Intergovernmental Agreement between the City of Bloomington and the Illinois State Police, to Become a Participating Agency in the Violent Crime Intelligence Task Force, as requested by the Police Department. (Recommended Motion: The proposed Resolution be approved.)

**RESOLUTION NO. 2025 – 058**

**A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF BLOOMINGTON AND THE ILLINOIS STATE POLICE, TO BECOME A PARTICIPATING AGENCY IN THE VIOLENT CRIME INTELLIGENCE TASK FORCE**

Item 8.J. Consideration and Action on a Resolution Authorizing an Annexation Agreement with BBig Solar, LLC, for Property Generally Located at the Western Terminus of Lutz Road, Part of PIN: 21-20-100-006, as requested by the Development Services Department. (Recommended Motion: The proposed Resolution be approved.)

**RESOLUTION NO. 2025 – 059**

**A RESOLUTION AUTHORIZING AN ANNEXATION AGREEMENT WITH BBIG SOLAR, LLC, FOR PROPERTY GENERALLY LOCATED AT THE WESTERN TERMINUS OF LUTZ ROAD, PART OF PIN: 21-20-100-006**

Item 8.K. Consideration and Action on a Resolution Authorizing an Annexation Agreement with Trinity Lutheran Church, for Property Generally Located Northwest of the Terminus of Lutz Road, Part of PIN: 21-20-100-006, as requested by the Development Services Department. (Recommended Motion: The proposed Resolution be approved.)

**RESOLUTION NO. 2025 – 060**

**A RESOLUTION AUTHORIZING AN ANNEXATION AGREEMENT WITH TRINITY LUTHERAN CHURCH, FOR PROPERTY GENERALLY LOCATED NORTHWEST OF THE TERMINUS OF LUTZ ROAD, PART OF PIN: 21-20-100-006**

Item 8.L. Consideration and Action on an Ordinance Annexing Property Generally Located at the Western Terminus of Lutz Road, Containing 22 Acres, More or Less, and Approving a Zoning Map Amendment for Said Property to the A (Agriculture) District, PIN 21-20-100-006, as requested by the Development Services Department. (Recommended Motion: The proposed Ordinance be approved.)

**ORDINANCE NO. 2025 – 017**

**AN ORDINANCE ANNEXING PROPERTY GENERALLY LOCATED AT THE WESTERN TERMINUS OF LUTZ ROAD, CONTAINING 22 ACRES, MORE OR LESS, AND APPROVING A ZONING MAP AMENDMENT FOR SAID PROPERTY TO THE A (AGRICULTURE) DISTRICT, PIN 21-20-100-006**

Item 8.M. Consideration and Action on an Ordinance Approving the Expedited Final Plat of the Resubdivision of Lot 2 G.K.C. Theaters Subdivision (PIN: 22-07-200-035), as requested by the Development Services Department. (Recommended Motion: The proposed Ordinance be approved.)

**ORDINANCE NO. 2025 – 018**

**AN ORDINANCE APPROVING THE EXPEDITED FINAL PLAT OF THE RESUBDIVISION OF LOT 2 G.K.C. THEATERS SUBDIVISION (PIN: 22-07-200-035)**

Item 8.N. Consideration and Action on an Ordinance Approving the Expedited Final Plat of Bloomington Big Solar Subdivision (PIN: 21-20-100-006), as requested by the Development Services Department. (Recommended Motion: The proposed Ordinance be approved.)

**ORDINANCE NO. 2025 – 019**

**AN ORDINANCE THE EXPEDITED FINAL PLAT OF BLOOMINGTON BIG SOLAR SUBDIVISION (PIN: 21-20-100-006)**

Item 8.O. Consideration and Action on an Ordinance Adopting the Official 2024 Zoning Map for the City of Bloomington, which Supersedes and Replaces the Official 2023 Zoning Map, as requested by the Development Services Department. (Recommended Motion: The proposed Ordinance be approved.)

**ORDINANCE NO. 2025 – 020**

**AN ORDINANCE ADOPTING THE OFFICIAL 2024 ZONING MAP FOR THE CITY OF BLOOMINGTON, WHICH SUPERSEDES AND REPLACES THE OFFICIAL 2023 ZONING MAP**

Item 8.P. Consideration and Action on (1) an Ordinance Authorizing the City Manager to Approve Utility Relocation Invoices for the Hamilton Road Improvement Project, in an Amount Not to Exceed \$183,654; and (2) a Resolution for Improvement Under the Illinois Highway Code, in the Amount Not to Exceed \$183,654, as requested by the Engineering Department. (Recommended Motion: The proposed Resolution and Ordinance be approved.)

**ORDINANCE NO. 2025 – 021**

**AN ORDINANCE AUTHORIZING THE CITY MANAGER TO APPROVE UTILITY RELOCATION INVOICES FOR THE HAMILTON ROAD IMPROVEMENT PROJECT, IN AN AMOUNT NOT TO EXCEED \$183,654**

**RESOLUTION NO. 2025 – 061**

**A RESOLUTION FOR IMPROVEMENT UNDER THE ILLINOIS HIGHWAY CODE, IN THE AMOUNT NOT TO EXCEED \$183,654**

Item 8.Q. was pulled from the Consent Agenda by Council Member Kearns.

Item 8.R. Consideration and Action on an Ordinance Amending the Bloomington City Code Updating Chapters 29 and 40, and the Schedule of Fees Pertaining to Taxicabs, Downtown Shuttles, and Vehicles for Hire Licenses, as requested by the City Clerk Department. (Recommended Motion: The proposed Ordinance be approved.)

**ORDINANCE NO. 2025 – 023**

**AN ORDINANCE AMENDING THE BLOOMINGTON CITY CODE UPDATING CHAPTERS 29 AND 40, AND THE SCHEDULE OF FEES PERTAINING TO TAXICABS, DOWNTOWN SHUTTLES, AND VEHICLES FOR HIRE LICENSES**

Item 8.S. Consideration and Action on an Ordinance Amending Bloomington City Code Chapter 6 Pertaining to Secondary Premises and Reductions in Liquor Licensing Classifications, Chapter 32 Pertaining to Repealing Pawnbroker Licensing, and Updating the Schedule of Fees, as requested by the City Clerk Department. (Recommended Motion: The proposed Ordinance be approved.)

**ORDINANCE NO. 2025 – 024**

**AN ORDINANCE AMENDING BLOOMINGTON CITY CODE CHAPTER 6 PERTAINING TO SECONDARY PREMISES AND REDUCTIONS IN LIQUOR LICENSING CLASSIFICATIONS, CHAPTER 32 PERTAINING TO REPEALING PAWNBROKER LICENSING, AND UPDATING THE SCHEDULE OF FEES**

**Mayor Mwilambwe directed the Clerk to call roll:**

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

**Motion carried.**

**Items Pulled from the Consent Agenda**

*The following Item was presented:*

Item 8.Q. Consideration and Action on 1) an Ordinance Dissolving the Property Maintenance Review Board, and Merging the Functions Performed by that Board with Those of the Building Board of Appeals, and 2) Approving the Minutes of the September 1, 2020, Special Property Maintenance Review Board Meeting, as requested by the Department of Community Impact & Enhancement.

Council Member Kearns noted that she pulled the Item to highlight staff’s work to mitigate Council concerns. She emphasized that even though the Property Maintenance Review Board (“PMRB”) was being dissolved, the City would remain committed to engaging with renters, landlords, and the community on related issues.

Sr. Deputy City Manager Tyus explained that the PMRB, established in 2011 to hear appeals about property maintenance issues, was no longer receiving appeals due to the implementation of the Administrative Court. He noted the City would continue to ensure tenants had a voice through the Community Impact & Enhancement Department, outreach initiatives, and the Building Board of Appeals.

Council Member Ward confirmed with Sr. Deputy City Manager Tyus that the last PMRB meeting was in 2020.

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

**Mayor Mwilambwe directed the Clerk to call roll:**

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

**Motion carried.**

**ORDINANCE NO. 2025 – 022**

**AN ORDINANCE DISSOLVING THE PROPERTY MAINTENANCE REVIEW BOARD, AND MERGING THE FUNCTIONS PERFORMED BY THAT BOARD WITH THOSE OF THE BUILDING BOARD OF APPEALS**

*The following Item was presented:*

Item 8.H. Consideration and Action on a Resolution Approving an Agreement with Win Together, LLC, to Provide Lean Six Sigma Training Materials via OpusWorks eLearning Platform, at No Cost, as requested by the Administration Department.

Council Member Montney recused herself at 6:36 P.M.

Mayor Mwilambwe explained Council Member Montney recused herself as her company would be donating the program for use by the City.

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

**Mayor Mwilambwe directed the Clerk to call roll:**

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

**ABSTAIN:** Montney

**Motion carried.**

**RESOLUTION NO. 2025 – 057**

**A RESOLUTION APPROVING AN AGREEMENT WITH WIN TOGETHER, LLC, TO PROVIDE LEAN SIX SIGMA TRAINING MATERIALS VIA OPUSWORKS ELEARNING PLATFORM, AT NO COST**

Council Member Montney returned to the meeting at 6:37 P.M.

## Regular Agenda

*The following Item was presented:*

Item 9.A. Consideration and Action on a Resolution Approving an Agreement with Northwater, LLC, for Planktonic Algae Treatment, in the Amount of \$215,366.27, as requested by the Water Department.

Ed Andrews, Water Director, began by highlighting the City's webpage for safe water, which included a Consumer Confidence Report and access to the Environmental Protection Agency ("EPA") Drinking Water Watch. He provided an update on lake levels, showing Lake Evergreen had been steady and Lake Bloomington was rebounding, noting both lakes were below normal pool elevations. Director Andrews discussed water quality testing mentioning staff were now engaging two different labs and obtaining their own testing machine to get quicker turnaround times. He noted their removal efficiency for algae treatment continued to be favorable with the addition of Powdered Activated Carbon ("PAC") essentially doubling their removal efficiency on Granular Activated Carbon ("GAC") capped filters.

Council Member Ward, Director Andrews and Joe Darter, Water Property Manager, discussed algae and various approaches to addressing it.

Council Member Mosley inquired with Director Andrews about training and the delays associated to the new water testing equipment They also discussed microcystin, an algae byproduct that increases with algae growth.

Council Member Becker, Mayor Mwilambwe, and Director Andrews then talked about the need for multiple rounds of treatment to address the algae issue and get a noticeable difference in taste.

Mayor Mwilambwe asked how the City would stay ahead of an algae bloom event in the future. Director Andrews explained that future prevention would involve a permanent PAC system for treating rising levels and budgeting for algaecide treatments in the lakes, with ongoing weekly monitoring to stay ahead of potential taste and odor issues.

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

**Mayor Mwilambwe directed the Clerk to call roll:**

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

**Motion carried.**

### **RESOLUTION NO. 2025 - 062**

### **APPROVING AN AGREEMENT WITH NORTHWATER, LLC, FOR PLANKTONIC ALGAE TREATMENT, IN THE AMOUNT OF \$215,366.27**

*The following Item was presented:*

Item 9.B. Consideration and Action on a Resolution Authorizing Waiving the Technical Bidding Requirements, and Authorizing City Staff to Negotiate an Agreement with Rowe Construction, A Division of United Contractors Midwest, for the FY 2026 General Street Resurfacing Program, as requested by the Engineering Department.

Deputy City Manager Sue McLaughlin introduced and congratulated Jim Karch on becoming the permanent Director of Engineering, praising him and his staff for their work on the resurfacing program with a limited budget and funds.

Jim Karch, Engineering Director, discussed significant increases in construction costs over the last decade noting that the cost per square foot for sidewalks had more than doubled from \$6.40 to \$13.25. He explained that rising costs impacted the amount of work they could complete and had significantly affected projects like Fox Creek and Hamilton Road requiring more Motor Fuel Tax (“MFT”) funds. He highlighted how other communities were able to use MFT dollars for maintenance, but that the City had to allocate MFT funds to larger capital projects. He stated that to address this challenge, the City had established a dedicated Asphalt and Concrete Fund, which Council had supported.

Council Member Ward raised concerns about the Street Condition Rating Map and questioned why there was little street work planned for the Westside. Director Karch explained that the lack of work was primarily due to the Water Department's need to address lead service lines, and that they wanted to avoid digging up newly resurfaced roads. He assured her that the Engineering and Water Departments would partner together in FY2027 and FY2028 to address street work in the area coordinating with water line replacements.

Council Member Montney inquired about the total square footage of the 489 sidewalk complaints and the complexity of the repairs. Director Karch confirmed that they had created work orders for each complaint and sorted them by their specific issues. She suggested the City consider purchasing its own sidewalk grinder to reduce lead times and costs.

Deputy City Manager McLaughlin noted staff were working to explore different tree species that would cause less damage to sidewalks, and were currently collaborating with IDOT on Route 51 to replace trees in a way that prevents sidewalk obstruction.

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

**Mayor Mwilambwe directed the Clerk to call roll:**

**AYES:** Kearns, Mosley, Montney, Danenberger, Becker, Hendricks, Ward, Lee, Crumpler  
**Motion carried.**

**RESOLUTION NO. 2025 - 063**

**A RESOLUTION AUTHORIZING WAIVING THE TECHNICAL BIDDING REQUIREMENTS, AND AUTHORIZING CITY STAFF TO NEGOTIATE AN AGREEMENT WITH ROWE CONSTRUCTION, A DIVISION OF UNITED CONTRACTORS MIDWEST, FOR THE FY 2026 GENERAL STREET RESURFACING PROGRAM**

**Finance Director’s Report**

Scott Rathbun, Finance Director, reviewed the February financial summary noting the City was 83% through the fiscal year and highlighting underperformance in major tax revenues, particularly in Personal Property Replacement Tax (PPRT) and state sales tax. He discussed the impact of legislative changes on local use tax and home rule revenues explaining how the budget had been adjusted to account for the shifts. He provided an overview of the general fund pointing out overages in salaries and benefits, and reductions in commodities and utilities. He emphasized the importance of the Utility Payment Assistance Program for low-income residents.

Council Member Ward confirmed with Director Rathbun that the City’s golf courses generated enough revenue to cover their operational costs, but that they typically required subsidies for equipment and capital projects.

**City Manager’s Discussion**

Sr. Deputy City Manager Tyus celebrated the Community Impact & Enhancement Department for organizing a successful Housing Resource Fair that attracted over 300 people. He also recognized police officers and firefighters for their recent Guns & Hoses hockey game, which raised \$30,000 for Special Olympics and was attended by approximately 1,400 people.

**Mayor's Discussion**

Mayor Mwilambwe also praised the Guns & Hoses hockey game noting its interesting nature and the impressive skating skills of the participants. He suggested potentially replicating the Housing Resource Fair at different times to reach more people.

**Council Member's Discussion**

Council Member Montney drew attention to City Code Chapter 2, Section 13, which prohibited elected officials from running or holding themselves out as candidates of or nominated or endorsed by political parties.

**Executive Session**

No Executive Session was held.

**Adjournment**

**Council Member Hendricks made a motion, seconded by Council Member Danenberger, to adjourn the meeting.**

**Mayor Mwilambwe directed the Clerk to call roll:**

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

**Motion carried (viva voce).**

The meeting adjourned at 7:48 P.M.

**CITY OF BLOOMINGTON**

**ATTEST**

\_\_\_\_\_  
Mboka Mwilambwe, Mayor

\_\_\_\_\_  
Amanda Stutsman, Deputy City Clerk



**CONSENT AGENDA ITEM NO. 7.B.**

**FOR COUNCIL:** April 28, 2025

**WARD IMPACTED:** City-Wide Impact

**SUBJECT:** Consideration and Action on Approving Bills and Payroll in the Amount of \$7,247,233.10, as requested by the Finance Department.

**RECOMMENDED MOTION:** The proposed Bills and Payroll be approved.

**STRATEGIC PLAN LINK:**

Goal 1. Financially Sound City Providing Quality Basic Services

**STRATEGIC PLAN SIGNIFICANCE:**

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

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

**COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED:** N/A

**FINANCIAL IMPACT:** Total disbursements to be approved \$7,247,233.10 (Payroll total \$3,521,586, Accounts Payable total \$3,503,884.15, and Bank Transfers total \$221,762.95).

Respectfully submitted for consideration.

Prepared by: Tearra Edwards, Support Staff V

**ATTACHMENTS:**

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

## CITY OF BLOOMINGTON FINANCE REPORT

**PAYROLL**

Date	Gross Pay	Employer Contribution	Totals
4/18/2025	\$ 2,619,271.54	\$ 902,314.46	\$ 3,521,586.00

Off Cycle Adjustments	\$ -	\$ -	\$ -
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<b>PAYROLL TOTAL</b>	<b>\$ 3,521,586.00</b>
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**ACCOUNTS PAYABLE (WIRES)**

Date	Bank	Total
4/28/2025	AP General	\$ 3,221,907.17
4/28/2025	AP JMScott	\$ -
4/28/2025	AP Comm Devel	\$ 806.00
4/28/2025	AP IHDA	\$ -
4/28/2025	AP Library	\$ 121,882.55
4/28/2025	AP MFT	\$ 11,659.42
4/10/2025-4/22/2025	Out of Cycle AP	\$ 147,629.01
3/10/2025-4/22/2025	AP Bank Transfers	\$ 221,762.95
	<b>AP TOTAL</b>	<b>\$ 3,725,647.10</b>

**PCARDS**

\$ -

<b>PCARD TOTAL</b>	<b>\$0.00</b>
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<b>GRAND TOTAL</b>	<b>\$ 7,247,233.10</b>
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Respectfully,

**F Scott Rathbun**  
 Director of Finance



**CONSENT AGENDA ITEM NO. 7.C.**

**FOR COUNCIL:** April 28, 2025

**WARD IMPACTED:** City-Wide Impact

**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 LINK:**

Goal 5. Great Place - Livable, Sustainable City

**STRATEGIC PLAN SIGNIFICANCE:**

Objective 5b. City decisions consistent with plans and policies

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

Connect Transit Board: Elicssha Sander's appointment, if approved, is effective immediately, with an expiration date of 04-30-2029.

Historic Preservation Commission: Alan Lessoff's appointment, if approved, is effective 05-01-25, with an expiration date of 04-30-28.

Special Commission for Safe Communities: Cierra Aiden's and Robert Harris' appointments, if approved, are effective immediately, with an expiration date of 04-30-27.

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

**FINANCIAL IMPACT:** N/A

Respectfully submitted for consideration.

Prepared by: Cecilia Reichert, Administrative Assistant

**ATTACHMENTS:**

[ADM 3B B&C Rosters](#)

Historic Preservation Commission Roster:

Status	Board/Commission	Role	First Name	Last Name	Expiration	Re/Appointment Date	Year First Appointed	Mayor Appointed
Active	Historic Preservation Commission	Chair	Greg	Koos	4/30/2025	5/23/2022	2020	true
Active	Historic Preservation Commission	Attorney	John	Elterich	4/30/2026	5/22/2023	2021	true
Active	Historic Preservation Commission	Architect & Vice-Chair	Paul	Scharnett	4/30/2026	5/22/2023	2017	true
Active	Historic Preservation Commission	Commissioner	Emma	Meyer	4/30/2026	5/1/2023	2023	true
Active	Historic Preservation Commission	Commissioner	Mark	Adams	1/22/2027	1/24/2024	2024	true
Active	Historic Preservation Commission	Commissioner	Dawn	Peters	4/30/2027	5/13/2024	2020	true
Active	Historic Preservation Commission	Comissioner	Sarah	Lindenbaum	4/30/2028	3/24/2025	2023	true

Special Commission for Safe Communities Roster:

Status	Board/Commission	Role	First Name	Last Name	Expiration	Re/Appointment Date	Year First Appointed	Mayor Appointed
Active	Special Commission For Safe Communities	Commissioner	Kaitlyn	Selman	10/9/2025		2023	true
Active	Special Commission For Safe Communities	Commissioner	Cathy	Lust	10/9/2025		2023	true
Active	Special Commission For Safe Communities	Commissioner	Elizabeth	German	10/9/2025		2023	true
Active	Special Commission For Safe Communities	Commissioner	John Scott	Denton	10/9/2025		2023	true
Active	Special Commission For Safe Communities	Commissioner	Timothy	Harris	10/9/2025		2023	true
Active	Special Commission for Safe Communities	Commissioner	Ryan	Bertrand	5/9/2026	5/13/2024	2024	true
Active	Special Commission For Safe Communities	Commissioner	Kevin	Crutcher	4/30/2027	3/24/2025	2025	true
Vacant	Special Commission For Safe Communities	Commissioner						
Vacant	Special Commission For Safe Communities	Commissioner						



**CONSENT AGENDA ITEM NO. 7.D.**

**FOR COUNCIL:** April 28, 2025

**WARD IMPACTED:** City-Wide Impact

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

**RECOMMENDED MOTION:** The proposed Appointment be approved.

**STRATEGIC PLAN LINK:**

Goal 5. Great Place - Livable, Sustainable City

**STRATEGIC PLAN SIGNIFICANCE:**

Objective 5b. City decisions consistent with plans and policies

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

Planning Commission: Rachael Mosley's appointment, if approved, is effective immediately, with an expiration date of 04-30-2028.

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

**FINANCIAL IMPACT:** N/A

Respectfully submitted for consideration.

Prepared by: Cecilia Reichert, Administrative Assistant

**ATTACHMENTS:**

[ADM 4B Planning Commission Roster](#)

Planning Commission Roster:

Status	Board/Commission	Role	First Name	Last Name	Expiration	Re/Appointment Date	Year First Appointed	Mayor Appointed
Active	Planning Commission	Chair	Justin	Boyd	4/30/2025	8/28/2023		true
Active	Planning Commission	Member	Thomas	Krieger	4/30/2026	4/10/2023		true
Active	Planning Commission	Member	Anna	Patino	4/30/2026	5/22/2023		true
Active	Planning Commission	Member	Mark	Muehleck	4/30/2026	8/28/2023	2020	true
Active	Planning Commission	Member	David	Lewis	4/30/2026		05/22/2023	true
Active	Planning Commission	Member	Goverdhan	Galpalli	4/30/2027	6/24/2024	01/10/2022	true
Active	Planning Commission	Member	William	Peradotti	4/30/2027	6/24/2024	05/22/2023	true
Active	Planning Commission	Member	Mary Ann	Cullen	4/30/2027	6/24/2024	08/14/2023	true
Active	Planning Commission	Vice-Chair	Jacqueline (Jackie)	Beyer	4/30/2028	3/24/2025		true
Vacant	Planning Commission	Member						



**CONSENT AGENDA ITEM NO. 7.E.**

**FOR COUNCIL:** April 28, 2025

**WARD IMPACTED:** City-Wide Impact

**SUBJECT:** Consideration and Action on a Resolution Approving a Change Order with Stewart Spreading Inc., for Lime Sludge Removal, in the Amount of \$248,351.03, as requested by the Water Department.

**RECOMMENDED MOTION:** The proposed Resolution be approved.

**STRATEGIC PLAN LINK:**

Goal 1. Financially Sound City Providing Quality Basic Services

**STRATEGIC PLAN SIGNIFICANCE:**

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

**BACKGROUND:** The Water Department is recommending the approval of a Resolution authorizing a change order for Purchase Order 20250173, in the amount of \$248,351.03 with Stewart Spreading, Inc.

The harvesting of lime sludge from the City's three lagoons is weather-dependent. After crops are harvested and before the ground is frozen, the lime sludge is harvested and spread out and tilled on top of local farm fields to help adjust the pH of the soil. The weather conditions during the fall and winter of 2024 were optimal for lime sludge removal. The warmer weather and lack of precipitation allowed Stewart Spreading, Inc. to harvest more than anticipated lime sludge.

The harvesting of lime sludge is a critical operation for the Water Department due to the limited space available for lime sludge storage within the three small lagoons. If the lagoons are not properly harvested in a timely fashion, the Water Department runs the risk of overfilling the lagoons and releasing lime sludge into Money Creek.

In January of 2020, the City self-reported to the Illinois Environmental Protection Agency ("IEPA") that, due to over-capacity, lime sludge was released into Money Creek, resulting in a Compliance Commitment Agreement with the IEPA, costing the City over \$300,000 in cleanup and mitigation efforts. Since the lime sludge release in 2020, Stewart Spreading, Inc., was awarded a contract and has proven itself to be an invaluable partner with the City of Bloomington. Since Stewart Spreading, Inc. has been under contract in 2022, approximately 75% of the lime sludge has been harvested and land applied on local farms. The warmer weather and lack of precipitation allowed Stewart Spreading, Inc. to harvest more than anticipated lime sludge which increased the anticipated cost but Staff believe it was in the best interest of the City to take advantage of these circumstances.

**COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED:** N/A

**FINANCIAL IMPACT:** If approved, the City will amend the contract with Stewart Spreading Inc., in the Amount of \$248,351.03. This will be paid from the Water Purification-Landfill Fees account (50100130-70650). If approved, a budget transfer to move \$248,351.03 from the Water Mechanical Maintenance-Other Capital Improvement account (50100160-72620) to the Water Purification-Landfill Fees account (50100130-70650). Stakeholders can locate this in the FY 2025 Budget Book titled "Other Funds & Capital Improvement" on page 132.

Respectfully submitted for consideration.

Prepared by: Brett Lueschen, Assistant Water Director

**ATTACHMENTS:**

[WTR 1B Resolution](#)

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

**RESOLUTION NO. 2025 - \_\_\_\_**

**A RESOLUTION FOR A CHANGE ORDER WITH STEWART SPREADING, INC., FOR LIME SLUDGE REMOVAL, IN THE AMOUNT OF \$248,351.03**

**WHEREAS**, subject to the provisions of the City Code, City staff recommend a Change Order (Exhibit A) with Stewart Spreading, Inc., for lime sludge removal, in the amount of \$248,351.03 (“PROJECT”); and

**WHEREAS**, the harvesting of lime sludge from the City’s three lagoons is weather-dependent. After crops are harvested and before the ground is frozen, the lime sludge is harvested and spread out and tilled in local farm fields to help adjust the pH of the soil; and

**WHEREAS**, the warmer weather and lack of precipitation allowed Stewart Spreading, Inc. to harvest more than anticipated lime sludge; and

**WHEREAS**, the harvesting of lime sludge is a critical operation for the Water Department due to the limited space available for lime sludge storage within the three small lagoons; and

**WHEREAS**, the City Council finds it in the best interest of the City to approve the 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 reference as if stated in full.

**SECTION 2.** The formal bidding requirements are hereby waived and funding approved.

**SECTION 3.** The City Manager, or designated representatives, are authorized to execute the Change Order, and any other necessary documents. The City Manager, or designee, is further authorized to approve changes to the work or increases in the contract amount, up to the contingency amount set forth in the Change Order, to the extent the City Manager finds it to be in the best interests of the City.

**PASSED** this 28th day of April 2025.

**APPROVED** this \_\_\_\_ day of April 2025.

**CITY OF BLOOMINGTON**

**ATTEST**

\_\_\_\_\_  
Mboka Mwilambwe, Mayor

\_\_\_\_\_  
Leslie Smith-Yocum, City Clerk

## EXHIBIT A

# Invoice



## Stewart Spreading, Inc.

3870 N IL Rte 71  
Sheridan, IL 60551

Date	Invoice #
10/30/2024	4043

Bill To
City of Bloomington, IL Accounts Payable PO Box 3157 Bloomington, IL 61702-3157

P.O. No.	Terms
20250173-01	Net 30

Date of Service	Description	Quantity	Rate	Amount
	Sept 23-28, 2024 Lime Sludge Removal for Water Treatment Plant			
9/23/2024	Excavation, Loading, Transportation, Land Application and Complete Residuals Management Services for Water Treatment Lime Residuals from BLM Water Treatment Plant 22.84 wet tons per load at 54.9% solids = 12.54 DT per load x 77 loads	965.52	96.45	93,124.40
9/27/2024	Excavation, Loading, Transportation, Land Application and Complete Residuals Management Services for Water Treatment Lime Residuals from BLM Water Treatment Plant. 23.79 wet tons per load at 61.5% solids = 14.63 DT per load x 103 loads	1,506.98	96.45	145,348.22
9/28/2024	Excavation, Loading, Transportation, Land Application and Complete Residuals Management Services for Water Treatment Lime Residuals from BLM Water Treatment Plant. 23.79 wet tons per load at 61.5% solids = 14.63 DT per load x 7 loads	102.42	96.45	9,878.41
			Total	\$248,351.03



**CONSENT AGENDA ITEM NO. 7.F.**

**FOR COUNCIL:** April 28, 2025

**WARD IMPACTED:** City-Wide Impact

**SUBJECT:** Consideration and Action on a Resolution Approving a Unit Price Agreement with Republic Services, Inc., for Street Sweeping Debris Disposal (Bid #2025-31), and Granting Authority for Purchase in Fiscal Years 2026, 2027, 2028, and 2029, as requested by the Public Works Department.

**RECOMMENDED MOTION:** The proposed Resolution be approved.

**STRATEGIC PLAN LINK:**

- Goal 2. Upgrade City Infrastructure and Facilities
- Goal 4. Strong Neighborhoods
- Goal 5. Great Place - Livable, Sustainable City

**STRATEGIC PLAN SIGNIFICANCE:**

- Objective 2b. Quality water for the long term
- Objective 4d. Improved neighborhood infrastructure
- Objective 5e. More attractive city: commercial areas and neighborhoods

**BACKGROUND:** If approved, the City will enter into an agreement with Republic Services, Inc. for Street Sweeping Debris Disposal. The agreement term is from May 1, 2025, to April 30, 2026, but it may be extended in one-year increments for up to three renewal periods, unless a party provides the other party with notice of its intent not to renew the agreement at least 30 days prior to the expiration of the then current term.

Street sweeping debris commonly includes aggregate, litter, dirt, grass, leaves, other vegetative matter and may contain plastic, broken glass, small pieces of metal, and debris. Street sweeping debris may also contain pollutants including oil and grease, metals, sediment, paint, solvents, and automobile fluids, as well as phosphorus and nitrogen from vegetation, lawn fertilizer, and animal waste. During the winter, street sweeping debris may also contain snow and ice abrasives such as salt, sand, steel mill slag, coal combustion slag, and/or ash.

The recipient of the street sweeping debris must possess the required permit from the Illinois Environmental Protection Agency (IEPA), allowing them to accept, store, and handle these types of materials safely. The current agreement utilized by the City expires on April 30, 2025.

The bid package was advertised by the City to solicit complete bids. Bids were received until 10:00 a.m. on Thursday, March 13, 2025, electronically via the City's e-Procurement Portal, *OpenGov*. Republic Services, Inc. was the sole bid opened on March 13. As only one bid was received, the Local Preference Policy does not impact the recommendation. A full bid tabulation is attached.

**COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED:** The Request for Bids was

released through the City's *OpenGov* portal and advertised in *The Pantagraph* on February 21, 2025.

**FINANCIAL IMPACT:** This is a FY 2026 Budgeted Item. If approved, the City will enter into a contract with Republic Services in the amount of \$61.51 per ton of street sweeping debris. The contract may be extended in one-year increments for up to three renewal periods, unless a party provides the other party with notice of its intent not to renew the agreement at least 30 days prior to the expiration of the then current term. This will be paid from the Storm Water-Street Sweeping Disposal account (53103100-70654). A total of \$50,000 is included in the FY 2026 Budget. Stakeholders can locate this in the FY 2026 Proposed Budget Book titled "Other Funds & Capital Improvement" on page 111.

Respectfully submitted for consideration.

Prepared by: Shannon Immke, Superintendent of Solid Waste

**ATTACHMENTS:**

[PW 1B Resolution](#)

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

[PW 1D Bid Tab](#)

**RESOLUTION NO. 2025 - \_\_\_\_**

**A RESOLUTION APPROVING A UNIT PRICE AGREEMENT WITH REPUBLIC SERVICES, INC., FOR STREET SWEEPING DEBRIS DISPOSAL (BID #2025-31), AND GRANTING AUTHORITY FOR PURCHASE IN FISCAL YEARS 2026, 2027, 2028, AND 2029**

**WHEREAS**, on or about February 21, 2025, pursuant to the provisions of the City of Bloomington Code and the Procurement Manual, the City issued an invitation to bid, seeking a unit pricing agreement for street sweeping debris disposal, which requires the vendor to have a permit from the Illinois Environmental Protection Agency (IEPA) that allows them to accept, store, and handle these types of materials safely; and

**WHEREAS**, after the bid review process, the lowest responsible and responsive bidder for street sweeping debris disposal was Republic Services, Inc., who proposed a per ton proposal of \$61.51 per ton for Fiscal Year 2026, with automatic renewals for three additional one-year periods and the ability for the vendor to increase the per ton price by 3% per year; and

**WHEREAS**, all purchases under this Agreement (Exhibit A) will be paid out of the line item for Storm Water-Sweep Disposal approved by Council in the Annual City Budget; and

**WHEREAS**, the Public Works Department estimates it will spend approximately \$50,000 for the purchase of street sweeping debris disposal in Fiscal Year 2026, approximately \$50,000 in Fiscal Year 2027, \$50,000 in Fiscal Year 2028, and \$50,000 in Fiscal Year 2029; and

**WHEREAS**, Staff recommends the Council approve the Agreement and authorize purchases up to \$50,000 in FY 2026, \$50,000 in FY 2027, \$50,000 in FY 2028, and \$50,000 in FY 2029; and

**WHEREAS**, the Council finds that it is in the best interest of the City to approve the Agreement and authorize the purchases as requested.

**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 as if specifically stated in full.

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

**PASSED** this 28th day of April 2024.

**APPROVED** this \_\_\_\_ day of April 2024.

**CITY OF BLOOMINGTON**

**ATTEST**

\_\_\_\_\_  
Mboka Mwilambwe, Mayor

\_\_\_\_\_  
Leslie Smith-Yocum, City Clerk

## EXHIBIT A

**CITY OF BLOOMINGTON AGREEMENT WITH**  
Republic Services, Inc

---

**FOR**  
Street Sweeping Debris Disposal

---

**THIS AGREEMENT**, dated this \_\_\_ day of \_\_\_\_\_ April \_\_\_\_\_, 2025, is between the City of Bloomington, IL (hereinafter "CITY") and \_\_\_\_\_ Republic Services, Inc \_\_\_\_\_ (hereinafter "VENDOR"). CITY and VENDOR may hereinafter collectively be referred to as the "PARTIES" and individually as the "PARTY".

**NOW THEREFORE**, the PARTIES agree as follows:

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

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

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

- This Agreement was not subject to a formal solicitation process by the CITY.
- This Agreement was subject to the following procurement initiative by the CITY:  
   Bid # 2025-31 Street Sweeping Debris Disposal \_\_\_\_\_ (hereinafter "REQUEST").  
Accordingly, the provisions of the REQUEST and the proposal submitted by VENDOR (hereinafter collectively referred to as "PROCUREMENT DOCUMENTS"), shall be incorporated into this Agreement by reference and made a part thereof and shall be considered additional contractual requirements that must be met by VENDOR. In the event of a direct conflict between the provisions of this Agreement and the incorporated PROCUREMENT DOCUMENTS, the provisions of this Agreement shall prevail. All PROCUREMENT DOCUMENTS are kept on file by CITY Legal Department and shall be made available upon request.

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

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

- This Agreement does not require the furnishment of any bonds by the VENDOR.
- This Agreement is subject to bonding requirements.
  - i. It is therefore understood that the VENDOR will furnish, at no expense to the CITY, Payment and Performance Bonds to the CITY in the amount of the contract as stated in Exhibit B executed by the VENDOR and at least two sureties as set forth under the Laws of the State of Illinois, as a guarantee that the VENDOR will timely and faithfully perform the work outlined herein.
  - ii. Said bond shall be conditioned to save and keep harmless the CITY from any and all claims, demands, losses, suits, costs, expenses, and damages which may be brought, sustained,

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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



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

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

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

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

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

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

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

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

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

**If to VENDOR:**

Dan Winters  
Republic Services, Inc  
2112 Washington Rd  
Bloomington, IL 61705  
\_\_\_\_\_

Copy to:

Dan Winters  
Republic Services, Inc  
2112 Washington Rd  
Bloomington, IL 61705  
\_\_\_\_\_

**If to CITY:**

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

Copy to:

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

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

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

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

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

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

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

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

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

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

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

CITY OF BLOOMINGTON

By: \_\_\_\_\_  
Its City Manager

ATTEST:

By: \_\_\_\_\_  
Its City Clerk

VENDOR

By: Daniel Winters  
Its General Manager

By: Ashley S.  
Its Human Resources

EXHIBIT A  
DESCRIPTION OF SERVICES/WORK PROVIDED

The disposal of Street sweeping debris commonly includes aggregate, litter, dirt, grass, leaves, other vegetative matter and may contain plastic, broken glass, small pieces of metal and debris. The sweeping debris may also contain pollutants including oil and grease, metals, sediment, paint, solvents and automobile fluids, as well as phosphorus and nitrogen from vegetation, lawn fertilizer, and animal waste. During the winter, street sweeping debris may also contain snow and ice abrasives, such as salt, sand, steel mill slag, coal combustion slag and/or ash.

Republic Services, Inc 1 ton at \$61.51 per ton

The contract term is from May 1, 2025 to April 30, 2026, but may be extended in one-year increments for up to three renewal periods, unless a party provides the other party with notice of its intent not to renew th agreement at least 30 days prior to the expiration of the then current term.

EXHIBIT B  
COSTS/FEES

Contract awarded to Republic Services, Inc for 1 ton at \$61.51 per ton.

The City shall pay the vendor the contracted price for Street Sweeping Debris delivered. If the term of the Agreement is extended, the vendor may increase the price by 3% per year.

The vendor shall submit a detail invoice to the City each month for the payment of Street Sweeping Debris delivered to its site. Each invoice shall list the date of each delivery, total tonnage of each delivery, truck number and City Division Name. The City shall pay only the amount billed and shall not guarantee a minimum monthly payment.

This agreement shall remain in full force beginning on May 1, 2025 and in effect for one (1) year until April 30, 2026, unless terminated earlier as provided herein. At the expiration of the initial term, The Agreement shall automatically renew for successive one-year periods (but no more than three (3) renewal periods total, unless a party provides the other party with notice of its intent not to renew the Agreement at least thirty (30) days prior to the expiration of the then current term.

Either party shall be in default if it fails to perform all or any part of this Agreement. Specifically, the vendor shall be in default if it refuses to accept delivery of the Street Sweeping Debris at any time and/or it does not have the delivery site open during normal business hours for any reason other than those beyond its control, including, but not limited to, acts of God. For purposes of this Agreement, any disruption in service caused or created by the vendor's failure to obtain proper permits or financial difficulties, including insolvency, reorganization and/or voluntary and involuntary bankruptcy, shall be deemed to be within the vendor's control and shall constitute an event of default hereunder. If either party is in default, the other party may terminate the Agreement 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.

Bid #2025-31 Street Sweeping Debris Disposal				Republic Serices	
Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	Street Sweeping Debris Disposal Bid Price		1 TON	\$61.51	\$61.51
	<b>Total</b>				<b>\$61.51</b>



**CONSENT AGENDA ITEM NO. 7.G.**

**FOR COUNCIL:** April 28, 2025

**WARD IMPACTED:** City-Wide Impact

**SUBJECT:** Consideration and Action on a Resolution Approving a Unit Price Agreement with Republic Services, Inc. for Construction and Demolition Debris Disposal (Bid #2025-33), and Granting Authority for Purchase in Fiscal Year 2026, as requested by the Public Works Department.

**RECOMMENDED MOTION:** The proposed Resolution be approved.

**STRATEGIC PLAN LINK:**

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

**STRATEGIC PLAN SIGNIFICANCE:**

- Objective 1e. Partnering with others for the most cost-effective service delivery
- Objective 4f. Residents increasingly sharing/taking responsibility for their homes and neighborhoods
- Objective 5a. Well-planned City with necessary services and infrastructure

**BACKGROUND:** If approved, the City will enter into an agreement with Republic Services, Inc. for Street Sweeping Debris Disposal. The agreement term is from May 1, 2025, to April 30, 2026. Construction and demolition debris commonly includes items collected in the residential program, City-owned buildings, public spaces, and all other items of any kind or nature, except hazardous waste as defined by Federal Law, special waste as defined by the State of Illinois, white goods, tires, lead/acid batteries, or any other materials which at this time or in the future may not be disposed pursuant to Federal or State statutes, rules, or regulations (Prohibited Material).

The bid package was advertised by the City to solicit complete bids. Bids were received until 10:00 A.M. on Wednesday, February 26, 2025, electronically via the City's e-Procurement Portal, *OpenGov*. Republic Services, Inc. was the sole bidder that was opened on February 26. Only one bid was received, so the Local Preference Policy does not impact the recommendation. A full bid tabulation is attached.

**COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED:** The Request for Bids was released through the City's *OpenGov* portal and advertised in *The Pantagraph* on February 4, 2025.

**FINANCIAL IMPACT:** If approved, the contract for FY 2026 Construction and Demolition Debris Disposal, in the amount of \$61.51 per ton of Construction and Demolition Debris, will be awarded to Republic Services. Construction and Demolition will be paid out of the Solid Waste-Bulk Disposal account (54404400-70652). A total of \$423,716.97 is included in the FY

2026 Budget, and the purchase order will be created for that amount. Stakeholders can locate this in the FY 2026 Proposed Budget Book titled "Other Funds & Capital Improvement" on page 115.

Respectfully submitted for consideration.

Prepared by: Shannon Immke, Superintendent of Solid Waste

**ATTACHMENTS:**

[PW 2B Resolution](#)

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

[PW 2D Bid Tab](#)

**RESOLUTION NO. 2025 - \_\_\_\_**

**A RESOLUTION APPROVING A UNIT PRICE AGREEMENT WITH REPUBLIC SERVICES, INC. FOR CONSTRUCTION AND DEMOLITION DEBRIS DISPOSAL (BID #2025-33), AND GRANTING AUTHORITY FOR PURCHASE IN FISCAL YEAR 2026**

**WHEREAS**, on or about February 4, 2025, pursuant to the provisions of the City of Bloomington Code and the Procurement Manual, the City issued an invitation to bid, seeking a unit pricing agreement for construction and demolition debris disposal, which commonly includes items collected in the residential solid waste program, City-owned buildings, public spaces, and all other items of any kind or nature, except hazardous waste as defined by Federal Law, special waste as defined by the State of Illinois, white goods, tires, lead/acid batteries, or any other materials which at this time or in the future may not be disposed pursuant to Federal or State statutes, rules, or regulations (Prohibited Material); and

**WHEREAS**, after the bid review process, the lowest responsible and responsive bidder for street sweeping debris disposal was Republic Services, Inc. who proposed a per ton proposal of \$61.51 per ton for Fiscal Year 2026, and a proposed Agreement is attached as Exhibit A; and

**WHEREAS**, all purchases under this Agreement will be paid out of the line item for Solid Waste-Bulk Disposal approved by Council in the Annual City Budget; and

**WHEREAS**, the Public Works Department estimates it will spend approximately \$423,716.97 for the purchase of construction and demolition debris disposal in Fiscal Year 2026; and

**WHEREAS**, Staff recommends the Council approve the Agreement and authorize purchases up to \$423,716.97 in FY 2026; and

**WHEREAS**, the Council finds that it is in the best interest of the City to approve the Agreement and authorize the purchases as requested.

**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 as if specifically stated in full.

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

**PASSED** this 28th day of April 2024.

**APPROVED** this \_\_\_\_ day of April 2024.

**CITY OF BLOOMINGTON**

**ATTEST**

\_\_\_\_\_  
Mboka Mwilambwe, Mayor

\_\_\_\_\_  
Leslie Smith-Yocum, City Clerk

## EXHIBIT A

**CITY OF BLOOMINGTON AGREEMENT WITH**  
Republic Services, Inc

**FOR**  
Construction and Demolition Debris Disposal

**THIS AGREEMENT**, dated this \_\_\_ day of April, 2025, is between the City of Bloomington, IL (hereinafter "CITY") and Republic Services, Inc (hereinafter "VENDOR"). CITY and VENDOR may hereinafter collectively be referred to as the "PARTIES" and individually as the "PARTY".

**NOW THEREFORE**, the PARTIES agree as follows:

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

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

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

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

This Agreement was subject to the following procurement initiative by the CITY:  
Bid # 2025-33 Construction & Demolition Debris Disposal (hereinafter "REQUEST").  
Accordingly, the provisions of the REQUEST and the proposal submitted by VENDOR (hereinafter collectively referred to as "PROCUREMENT DOCUMENTS"), shall be incorporated into this Agreement by reference and made a part thereof and shall be considered additional contractual requirements that must be met by VENDOR. In the event of a direct conflict between the provisions of this Agreement and the incorporated PROCUREMENT DOCUMENTS, the provisions of this Agreement shall prevail. All PROCUREMENT DOCUMENTS are kept on file by CITY Legal Department and shall be made available upon request.

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

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

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

This Agreement is subject to bonding requirements.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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



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

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

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

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

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

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

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

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

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

**If to VENDOR:**

Dan Winters  
Republic Services, Inc  
2112 Washington Rd  
Bloomington, IL 61705  
\_\_\_\_\_

Copy to:

Dan Winters  
Republic Services, Inc  
2112 Washington Rd  
Bloomington, IL 61705  
\_\_\_\_\_

**If to CITY:**

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

Copy to:

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

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

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

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

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

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

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

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

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

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

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

CITY OF BLOOMINGTON

By: \_\_\_\_\_  
Its City Manager

ATTEST:

By: \_\_\_\_\_  
Its City Clerk

VENDOR

By: Daniel Winter  
Its General Manager

By: Ashley S  
Its Human Resources

EXHIBIT A  
DESCRIPTION OF SERVICES/WORK PROVIDED

The disposal of Construction and Demolition debris commonly includes items collected in the residential program, City-owned buildings, public spaces, and all other items of any kind or nature except hazardous waste as defined by Federal Law, special waste as defined by the State of Illinois, white good, tires, lead/acid batteries, or any other materials which at this time or in the future may not be disposed pursuant to Federal or State statutes, rules, or regulations (Prohibited Material).

Contract was awarded to Republic Services, Inc for \$61.51 per ton.

The contract term is from May 1, 2025 to April 30, 2026.

EXHIBIT B  
COSTS/FEEES

The contract was awarded to Republic Services, Inc for \$61.51 per ton.

The City shall pay the vendor the contracted price for Construction and Demolition Debris delivered.

The vendor shall submit a detailed invoice to the City each month for the payment of Construction and Demolition debris delivered to its site. Each invoice shall list the date of each delivery, total tonnage of each delivery, truck number, and City Division name. The City shall pay only the amount billed and shall not guarantee a minimum monthly payment.

This agreement shall remain in full force beginning on May 1, 2025 and in effect for one (1) year until April 30, 2026, unless terminated earlier as provided herein.

Either party shall be in default if it fails to perform all or any part of this Agreement. Specifically, the vendor shall be in default if it refuses to accept delivery of the Construction and Demolition material at any time and/or it does not have the delivery site open during normal business hours for any reason other than those beyond its control, including, but not limited to, acts of God. For purposes of this Agreement, any disruption in service caused or created by the vendor's failure to obtain proper permits or financial difficulties, including insolvency, reorganization and/or voluntary and involuntary bankruptcy, shall be deemed to be within the vendor's control and shall constitute an event of default hereunder. If either party is in default, the other party may terminate the Agreement 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.

Bid #2025-33 Construction and Demolition Material Disposal Services			Area Disposal Services, Inc.	Republic Services
Line Item	Description	Unit of Measure	Unit Cost	Unit Cost
1	Initial Contract Period 5/1/2025 - 4/30/2026	PER TON	\$45.00	\$61.51
2	First One -Year Extension 5/1/2026 - 4/30/2027	PER TON	\$47.00	\$63.36
3	Second One -Year Extension 5/1/2027 - 4/30/2028	PER TON	\$49.00	\$65.26
4	Third One -Year Extension 5/1/2028 - 4/30/2029	PER TON	\$51.00	\$67.87
5	Forth One -Year Extension 5/1/2029 - 4/30/2030	PER TON	\$53.00	\$70.58
	Weekday hourly rate for any actual time the Facility remains open beyond normal hours at the City's request.	PER HOUR	\$200.00	\$35.00
	Saturday hourly rate for any actual time the Facility opens beyond normal hours at the City's request.	PER HOUR	\$250.00	\$35.00
	<b>Total</b>		<b>\$245.00</b>	<b>\$328.58</b>



**CONSENT AGENDA ITEM NO. 7.H.**

**FOR COUNCIL:** April 28, 2025

**WARD IMPACTED:** City-Wide Impact

**SUBJECT:** Consideration and Action on a Resolution Approving an Agreement Amendment with PMA Management Corp., for Third Party Claims Administration Services, in the Amount of \$134,952, as requested by the Human Resources Department.

**RECOMMENDED MOTION:** The proposed Resolution be approved.

**STRATEGIC PLAN LINK:**

Goal 1. Financially Sound City Providing Quality Basic Services

**STRATEGIC PLAN SIGNIFICANCE:**

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

**BACKGROUND:** The City has partnered with PMA Management Corp. ("PMA") as a Third-Party Claims Administrator since May 2019. In 2022, the City issued a Request for Proposals ("RFP") from other Administrators (RFP #2022-21) to ensure we were receiving the best value. Following a thorough review, PMA was determined to offer the greatest overall value to both internal and external stakeholders. As a result, a three-year contract was recommended by staff and approved by Council. The proposed agreement amendment would extend the current contract by one additional year and would cover Fiscal Year ("FY") 2026 (May 1, 2025 - April 30, 2026), for a cost of \$134,952. The agreement includes Third Party Claims Administration Services for Workers' Compensation, Property, Auto, Liability, and Professional Services. The one-year extension allows for continued service while the City evaluates future needs. Another RFP will be conducted for Administrator Services for FY 2027.

**COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED:** N/A

**FINANCIAL IMPACT:** This is an FY 2026 budgeted item. If approved, the City will extend the agreement with PMA Management Corp. for one year, in the amount of \$134,952. This will be paid from the Casualty Insurance Fund-Insurance Administration Fee account (60150150-70720). Stakeholders can locate this in the FY 2026 Proposed Budget Book titled "Other Funds & Capital Improvement" on page 140. A total of \$135,000 is included in the FY 2026 Proposed Budget for this expense.

Respectfully submitted for consideration.

Prepared by: Alex Rosas, Safety and Risk Manager

**ATTACHMENTS:**

[HR 1B Resolution](#)

[HR 1C Resolution - Exhibit A - Agreement Addendum](#)

[HR 1D Original Agreement with PMA](#)

**RESOLUTION NO. 2025 - \_\_\_\_**

**A RESOLUTION APPROVING AN AMENDMENT TO THE AGREEMENT FOR THIRD PARTY CLAIMS ADMINISTRATION SERVICES, WITH PMA MANAGEMENT CORP., REGARDING A ONE-YEAR EXTENSION, IN THE AMOUNT OF \$134,952**

**WHEREAS**, subject to the provisions of the City Code, City staff are recommending as an amendment to the agreement (Exhibit A) with PMA Management Corp. be approved for the Third Party Claims Administrative Services for the Fiscal Year 2026 term, in the amount of \$134,952; and

**WHEREAS**, the agreement includes Third Party Claims Administration Services for Workers Compensation, Property, Auto, Liability, and Professional Services; and

**WHEREAS**, the City originally entered into an agreement with PMA Management Corp. in May of 2019 and in 2022, the City agreed to extend the agreement for three years; and

**WHEREAS**, Third Party Claims Administrative Services are necessary for the management of the City's Workers Compensation, Property, and Liability claims; and

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

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

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

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

**PASSED** this 14th day of April 2025.

**APPROVED** this \_\_\_\_ day of April 2025.

**CITY OF BLOOMINGTON**

**ATTEST**

\_\_\_\_\_  
Mboka Mwilambwe, Mayor

\_\_\_\_\_  
Leslie Smith-Yocum, City Clerk

## EXHIBIT A

**AMENDMENT TO THIRD PARTY  
CLAIM ADMINISTRATIVE SERVICES**

**THIS AMENDMENT TO THE THIRD PARTY CLAIM ADMINISTRATIVE SERVICES** (this “**Amendment**”) is hereby made this 1<sup>st</sup> Day of May, 2025 by and between PMA Management Corp. (“**PMA**”) and City of Bloomington, Illinois (“**Client**”).

**WHEREAS**, PMA and Client are parties to that certain Agreement for Third Party Claim Administrative Services dated May 1, 2022 (the “**Agreement**”); and

**WHEREAS**, PMA has provided its pricing proposal for the 2025-26 contract term year to Client;  
and

**WHEREAS**, Client desires to renew the term of the Agreement for an additional one-year period, as hereinafter set forth.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby mutually agree and intend to be legally bound as follows:

- 1. TERM.** Pursuant to Section 2 of the Agreement, the term of the Agreement is hereby extended for an additional one-year term commencing beginning May 1, 2025 and expiring April 30, 2026 (the “**2025-26 Extension Term**”).
  - a) CLAIM HANDLING SERVICE FEE.** Section 11 of the Agreement is hereby amended to provide that, for claim handling services to be rendered under the Agreement for the 2025-26 Extension Term, Client agrees to pay PMA an annual fee of \$134,952, to be paid in equal monthly installments. If during the term of this Agreement, Client submits more than 10 claims/loss lines that PMA determines arise out of, result from or are otherwise related to any event, occurrence, disease, happening or condition or any series or group of related or like events, occurrences, disease, happenings or conditions, then the following additional claim handling fees shall apply:
    - i.** \$650 for each commercial automobile bodily injury claim;
    - ii.** \$395 for each commercial automobile property damage claim;
    - iii.** \$325 for each commercial automobile physical damage claim
    - iv.** \$650 for each general liability bodily injury claim;
    - v.** \$395 for each general liability property damage claim;
    - vi.** \$595 for each first party property damage claim;
    - vii.** \$995 for each professional liability claim;
    - viii.** \$850 for each Indemnity Claim;

ix. \$125 for each Medical Only Claim;

x. \$40 for each Record Only Claim.

2. **GENERAL TERMS.** Except as amended hereby, all of the terms, fees, charges and conditions of the Agreement shall remain and continue in full force and effect. This Amendment may be executed in one or more counterparts, each of which shall be an original, and all of which together shall constitute a single instrument.

**IN WITNESS WHEREOF**, the parties have caused this Amendment to the Agreement to be executed by their duly authorized officers on the day and year first written above.

**PMA MANAGEMENT CORP.**

**CITY OF BLOOMINGTON, ILLINOIS**

BY: Michael MacAulay

BY: \_\_\_\_\_

TITLE: President

TITLE: \_\_\_\_\_

## **AGREEMENT FOR THIRD PARTY CLAIM ADMINISTRATIVE SERVICES**

**THIS IS AN AGREEMENT** for third party claim administrative services (“**TPA services**”) made as of the 1<sup>st</sup> day of May 2022, by and between PMA Management Corp. (“**PMA**”), a corporation duly incorporated under the laws of the Commonwealth of Pennsylvania, whose principal offices are located at 380 Sentry Parkway, Blue Bell, PA 19422 and the City of Bloomington, Illinois (“**Client**”), a home rule political subdivision of the State of Illinois whose principal place of business is located at 115 East Washington Street, Bloomington, Illinois 61701.

### **RECITALS**

**CLIENT** is authorized by the State of Illinois to self-insure its commercial automobile, general liability, professional liability, property, and workers’ compensation programs;

**PMA**, a duly authorized provider of third party administrator (“**TPA**”) services in the State of Illinois, hereby agrees to provide Client TPA and other services which are more fully described herein; and

**CLIENT**, having selected PMA to provide TPA and other services, desires to enter into an agreement with PMA on the terms and conditions set forth herein.

**ACCORDINGLY**, in consideration of the foregoing and the mutual covenants contained herein, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the parties agree as follows:

### **1. DEFINITIONS**

- a) “**ALAE**” shall mean any cost or expense in connection with the administration, investigation, adjustment or defense of claims on behalf of Client.
- b) “**Claim File**” shall mean the file, either electronic or paper, for any open or closed claim which is provided to PMA at the inception of this Agreement or created during this Agreement.
- c) “**Indemnity Claim**” shall mean any reported workers’ compensation claim that is not a Medical Only Claim or Record Only Claim.
- d) “**Medical Manager**” shall mean a nurse who provides either on-site or telephonic medical management services in connection with workers’ compensation claims.
- e) “**Medical Only Claim**” shall mean any reported workers’ compensation claim meeting all of the following criteria: (1) there is no (a) subrogation activity, (b) litigation activity and the claim is not otherwise contested, (c) indemnity paid, salary in lieu of indemnity paid or time lost from work beyond the state prescribed waiting period, (d) investigation or review regarding compensability, or (e) carrier report, excess reporting requirement, client meeting (other than a routine meeting where the claim is noted) or settlement authority approval; (2) the claim is open for less than 12 months from the date of injury or accident; and (3) total paid amount does not exceed \$3,500.
- f) “**Prior Agreement**” shall mean the prior Agreement for Third Party Claims Administration Services between PMA and Client as amended.

- g) **“Qualified Claim”** shall mean any commercial automobile, general liability, professional liability or workers’ compensation Indemnity Claim, Medical Only Claim, or Record Only Claim occurring within the term of this Agreement, and any commercial automobile, general liability, professional liability or workers’ compensation Indemnity Claim, Medical Only Claim, or Record Only Claim occurring within the term of this Agreement under the prior Agreement, as well as any Takeover Claim that PMA agrees to service under this Agreement. Multiple Qualified Claims may exist as a result of a single occurrence (e.g. both bodily injury and property damage claims can result from a single occurrence).
- h) **“Record Only Claim”** shall mean any incident reported for statistical purposes only, with no (a) reserve, (b) adjuster involvement, (c) subrogation activity, (d) litigation activity and the claim is not otherwise contested, (e) payment of any type required or time lost from work, (f) investigation or review regarding compensability, or (g) carrier report, excess reporting requirement, client meeting or settlement authority approval.
- i) **“Takeover Claim”** shall mean any open claim which has been: (1) administered by Client or Client’s third party administrator prior to the inception of this Agreement; and (2) subsequently transferred to PMA for servicing on or after the inception of this Agreement. Closed claims with accident dates prior to the Effective Date (as defined below) and subsequently reopened during the term of this Agreement will be considered Takeover Claims.

## 2. **TERM**

This Agreement is effective beginning May 1, 2022 (**“Effective Date”**) for a term of one year until April 30, 2023. Thereafter Client shall have the option to extend this Agreement by providing written notice to PMA for successive one year terms subject to a 3% rate increase on the previous years rates. PMA will provide notice of any changes to the fees and charges set forth in this Agreement prior to the expiration of any term. If Client wishes to terminate this Agreement as a result of such price changes, it may, within 30 days of receipt of notice of such change, terminate this Agreement by providing 30 days’ notice to PMA. The current fee structure will remain in effect during the 30 day period.

## 3. **TPA SERVICES**

- a) PMA shall provide customary and appropriate commercial automobile, general liability, professional liability and workers’ compensation claim handling services for all Qualified Claims. Specifically, with regard to workers’ compensation:
  - i. Indemnity Claims - PMA will provide the services required to make a determination regarding compensability, make reserve recommendations to the Client, pay the appropriate level of indemnity benefits and medical bills and expenses as provided in this Agreement, and under appropriate circumstances, attempt to resolve the claim.
  - ii. Medical Only Claims - PMA services will consist of the payment of medical bills and expenses as provided in this Agreement and making reserve recommendations to the Client.
  - iii. Record Only Claims - PMA services will consist only of making a record of the injury or accident.

PMA shall determine whether a claim is an Indemnity Claim, a Medical Only Claim or a Record Only Claim for all purposes under this Agreement.

- b) PMA shall provide claim handling services for Qualified Claims from the date of first report of injury or first notice of claim for the term of this Agreement.
- c) PMA shall file all required forms in the adjustment of Qualified Claims pursuant to the applicable workers' compensation statutory and regulatory scheme.
- d) PMA agrees to review and seek approval from Client with respect to a recommended course of action regarding all Qualified Claims.
- e) PMA agrees to participate in quarterly claim reviews with Client, with two claim reviews occurring at Client's location annually.

#### **4. EXCESS REPORTING SERVICES**

- a) PMA will report to Client's excess insurance carrier or carriers ("**Carrier(s)**") all Qualified Claims serviced by PMA which meet Client's excess insurance reporting requirements, subject to the following requirements:
  - i. Client shall promptly provide PMA with copies of all applicable excess policies and contact information, as well as amended or modified policies, endorsements, and any excess claim reporting thresholds or standards agreed by the Client and Carrier(s).
  - ii. Client shall direct Carrier(s) to promptly provide PMA with copies of all claim notice confirmations, claim reports, and any similar reports provided by Carrier(s) to Client.
  - iii. Client shall promptly provide claim data for conversion to PMA's computer system for purposes of determining historical loss information.
  - iv. Client shall instruct its attorneys to advise PMA when in the attorney's professional opinion one of Client's claims meets the reporting thresholds or standards.
- b) Client's failure to meet the requirements set forth above shall relieve PMA of its obligation to report excess claims to Carrier(s). PMA shall not be obligated to report any claims not serviced by PMA.
- c) PMA will attempt to collect non-aggregate excess claim recoveries on behalf of the Client for a period of 90 days (from the date of the initial request), after which PMA will turn over pursuit of the outstanding balance to the Client for the reimbursable funds, and possess no further collection obligations or responsibilities for that outstanding balance.

#### **5. MANAGED CARE SERVICES**

- a) Client agrees to exclusively utilize the following PMA managed care services:
  - i. PMA's medical bill review and repricing services, which may include but are not limited to:

1. reviewing medical documents for appropriateness, relatedness to the injury or accident, unbundling, and conformity to applicable fee schedule or usual and customary re-pricing; and
  2. utilizing PMA's complex bill review process to review certain medical bills for possible additional savings.
- ii. PMA's managed care networks which include:
  1. traditional networks (e.g. physicians and medical facilities);
  2. specialty networks (e.g. providers of durable medical equipment, diagnostic testing, physical therapy, pain management, home health, and dental services);
  3. state specific networks (e.g. California Medical Provider Network, Texas Health Care Network); and
  4. out-of-network services from PMA and third party vendors.
- iii. PMA's pharmacy benefit management program (e.g. bill repricing, home-delivery, brand-to-generic conversion, customized formularies, narcotic management, drug utilization review).
- iv. Utilization of telephonic or onsite nurse case management services when any of the following criteria are met:
  1. surgical procedure;
  2. spinal cord injury;
  3. occupational disease or a pandemic requiring medical treatment;
  4. third degree burns;
  5. multiple complex fractures;
  6. crush injuries requiring poor initial medical outcome;
  7. head injuries with cognitive impairment or loss of consciousness;
  8. immediate post-injury hospital admission;
  9. multiple trauma; or
  10. adjuster identified assignments.

Continued telephonic or onsite case management will proceed at the discretion of PMA.

- b) PMA shall also provide the Medicare related services set forth in Exhibit A to this Agreement.
- c) PMA's Medical Managers are authorized to provide PMA's Point of Sale Nurse Intervention Program on all claims at PMA's discretion to assist with seeking improved claim outcomes. The Program will review incoming claimant medications which are outside of Centers for Disease Control guidelines, and recommend an intervention strategy which may include potential weaning, drug testing, and peer reviews to attempt to mitigate long term dependency at the point of sale.

- d)** PMA is authorized to employ utilization review services for evaluation of reasonableness, necessity, duration, and frequency of treatment or medication. These services may include, but are not limited to the following:
  - i.** Prospective Review - a review prior to treatment or admission conducted by an experienced registered nurse to validate the necessity, frequency and duration of treatment.
  - ii.** Concurrent Review - a review during the course of treatment conducted by an experienced registered nurse to evaluate treatment and planned procedures and establish target completion dates.
  - iii.** Retrospective Utilization Review- a review after the completion of treatment conducted by an experienced registered nurse to identify inappropriate treatment utilization.
  - iv.** Peer Review or Physician Advisor Review - physician-to-physician review and contact to resolve questions related to treatment and diagnosis.
- e)** PMA is authorized to employ prospective and concurrent utilization review services may also include the use of physician advisor review such as for cases that are complicated and warrant physician review to resolve treatment or diagnosis questions.
- f)** Upon Client request, PMA will utilize PMA Care24 point of injury nurse triage to assist with determining the direction of care when an injury is reported. This service may include but is not limited to a Medical Manager providing self-care recommendations to the claimant, first notice of loss reporting, direction of care into the network or to a panel provider, or a recommendation for use of emergency room care.
- g)** PMA may retain third party vendors for the purpose of providing specific medical management services.

## **6. RISK CONTROL SERVICES**

- a)** Upon request, PMA will:
  - i.** perform a risk management assessment;
  - ii.** prepare a more detailed analysis of specific risk-related issues, or prepare custom risk control strategies and implementation plans;
  - iii.** provide the following risk control services: industrial hygiene assessment, ergonomic risk assessment, and consultation services (e.g. strategic risk control plan facilitation, and employee communication initiatives, as well as management, supervisor and employee development programs and occupational health service programs);
  - iv.** create and administer a specific risk control service project mutually agreed upon with Client.

- b) Any risk control services provided are solely to assist Client in reducing Client's exposure to risk of loss. Evaluations concern only such conditions and practices as may be evident at the time of PMA's visits. **THE SERVICES PERFORMED UNDER THIS AGREEMENT BY PMA SHALL NOT BE CONSTRUED AS APPROVAL BY PMA OF CLIENT'S OPERATIONS, PROCESSES, SERVICES, PRODUCT DESIGN OR PRODUCT FUNCTION. THE PARTIES AGREE THAT, WHILE PMA WILL PERFORM RISK CONTROL SERVICES WITHIN INDUSTRY STANDARDS, NO GUARANTEES OR OTHER SIMILAR ASSURANCES CAN BE MADE BY PMA THAT IT HAS DISCOVERED ALL OF CLIENT'S PAST, CURRENT, OR FUTURE RISKS OR HAZARDS. THE PARTIES FURTHER AGREE THAT BY PROVIDING THE SERVICES SPECIFIED HEREUNDER, PMA IS NOT MAKING ANY WARRANTY, EXPRESS OR IMPLIED, AS TO THE MERCHANTABILITY OR FITNESS OF CLIENT'S PRODUCTS OR PROCESSES FOR A PARTICULAR PURPOSE, COMPLIANCE WITH ANY LAW OR REGULATION, OR ANY OTHER WARRANTY, AND ANY LIABILITY OF PMA, ITS AFFILIATES OR AGENTS, FOR DIRECT, SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, FROM ANY CAUSE WHATSOEVER, IS EXPRESSLY DISCLAIMED, EVEN IF PMA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS SECTION OF THE AGREEMENT SHALL SURVIVE THE TERMINATION OF THE AGREEMENT.**

**7. RISK MANAGEMENT INFORMATION SYSTEM ("RMIS")**

- a) PMA will provide the following RMIS services:
- i. upon request, a conversion of Client's existing claims data into PMA's claim system. A standard conversion shall be from one electronic source and a customized conversion shall be from two or more sources;
  - ii. access to PMA's RMIS for up to five users, provided Client agrees to the terms and conditions of the License Agreement when first accessing PMA's RMIS;
  - iii. standard reports available through PMA's RMIS;
  - iv. customized reporting reasonably acceptable to PMA, subject to additional terms, conditions and fees as may be agreed upon by the parties. PMA will provide a reasonable estimate of the costs of preparation of any such reports to Client in advance;
- b) PMA warrants PMA's RMIS against malfunctions, errors, or loss of data which are due solely to errors on its part. If Client notifies PMA in writing and furnishes adequate documentation of any such malfunction, error or loss of data, then:
- i. in the event of a malfunction, error or loss of data, upon notice from Client within 20 days of the event, PMA will recreate the reports designated by Client without an additional fee, using data as of the recreation date.
  - ii. the maximum and only liability of PMA for such malfunction, error or loss of recoverable data shall be its obligation to recreate reports or regenerate data as described above;

- iii. in the event PMA loses data that cannot be recovered, Client shall be entitled to all remedies, whether in law or equity.
- c) **THE WARRANTIES STATED IN THIS SECTION ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL PMA BE LIABLE FOR ANY LOSS OR DAMAGE TO REVENUES, PROFITS, OR GOODWILL OR OTHER DIRECT, SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND RESULTING FROM ITS PERFORMANCE OR FAILURE TO PERFORM UNDER THIS SECTION, INCLUDING WITHOUT LIMITATION ANY INTERRUPTION OF BUSINESS, EVEN IF PMA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE. THIS SECTION OF THE AGREEMENT SHALL SURVIVE THE TERMINATION OF THE AGREEMENT.**
- d) Obligations of Client regarding use of PMA's RMIS:
  - i. Client shall adhere to state and federal law with regard to protecting the privacy of any claimant whose information may appear in PMA's RMIS. Client agrees to use all available security features and to notify PMA promptly of all potential and actual breaches of the system.
  - ii. Client agrees that no information in PMA's RMIS will be used as a pretext for retaliatory or other illegal or unfair discriminatory employment practices in violation of any federal or state statute or regulation.
- e) General Provisions regarding PMA'S RMIS:
  - i. Client agrees to limit access to PMA's RMIS to those persons who perform the essential functions of claim and risk management, including protecting security access passwords and communications, except that this provision is not intended to limit Client from generating and using reports and statistics for legitimate business purposes.
  - ii. Unless otherwise stated, Client's access to PMA's RMIS will end upon termination of the Agreement.

## 8. LITIGATION SUPPORT SERVICES

- a) In the event a Qualified Claim managed by PMA pursuant to this Agreement: (x) enters into litigation; or (y) is scheduled for a hearing; or (z) involves a potential third-party (subrogation) claim (collectively, (x), (y) and (z), "**Disputed Claim**"), PMA will:
  - i. make recommendations to Client regarding legal matters;
  - ii. assist Client in the retention and appointment of counsel selected by Client to represent Client in and regarding such legal matters, and assist Client in the selection of expert witnesses and vendors;
  - iii. pursue all appropriate subrogation claims as directed by Client.

- b) If requested by Client, PMA will manage Disputed Claims in accordance with PMA's Defense Counsel Guidelines.
- c) PMA will make settlement recommendations to Client, but the final decision regarding the disposition of any Disputed Claim will be made solely by Client.

**9. SECTION 111 REPORTING**

- a) Client understands and acknowledges that it is a Responsible Reporting Entity (“**RRE**”) as defined by the Centers for Medicare and Medicaid Services (“**CMS**”), and is responsible for the reporting requirements as set forth in Section 111 of the Medicare, Medicaid, and SCHIP Extension Act of 2007.
- b) Client authorizes PMA to undertake Client's Section 111 reporting requirements as Client's Account Manager/Reporting Agent as it relates to Client's Qualified Claims. Client further agrees to fully cooperate with PMA, including the execution of any documents necessary for such authorization.
  - i. PMA shall not provide any Section 111 reporting services for Client's Record Only Claims.
  - ii. PMA shall not undertake Section 111 reporting activities for Client's claims which were converted from Client's prior TPA to PMA but were never serviced by PMA.
- c) Client acknowledges and agrees to provide PMA with complete, accurate, and timely data, as well as completed CMS documentation, for Section 111 reporting purposes.
- d) Upon receipt of complete, accurate claim data, PMA shall commence reporting of Client's data to CMS, and shall continue for as long as PMA provides claims handling services for Client's Qualified Claims.
- e) PMA shall have no liability for any failure of (i) Client to register as a RRE; (ii) Client to execute any documents necessary to authorize PMA as its Account Manager/Reporting Agent; or (iii) Client or its prior TPA to report Client's claims when they were first required to do so.

**10. FUNDING of CLAIMS and EXPENSES**

PMA will establish a non-interest bearing checking account in PMA's name (“**Payment Account**”) with PMA's bank, which is to be funded by Client but which PMA will administer for the purposes of paying Qualified Claims and ALAE, in accordance with the procedures set forth in this Section. PMA will provide Client with a monthly schedule (“**Payment Register**”) outlining all claim payments, ALAE, and correction items funded by PMA and will contain the name of the payee, date of payment, amount of payment, and claim number for all transactions occurring during the prior month.

- a) The Payment Account will continue to be funded by Client in the amount of **\$500,000** (equal to three months estimated claims payments and ALAE) which amount may be revised at PMA's discretion at any time based upon actual claims and expense payment history. Within 45 calendar days of the receipt of the Payment Register, invoice and escrow bank statement, Client shall reimburse PMA for the total amount of payments made, which reimbursement shall

replenish the Payment Account to its required balance. If at any time the Payment Account balance is depleted by 75% or more during the course of any given month, PMA shall provide written notice of such depletion to Client, and Client shall replenish the balance within five business days of receipt of notice.

- b)** Should Client fail at any time to maintain the required funding after receiving notification from PMA, PMA will stop providing services, including ceasing to pay claims and expenses, until such funding has been restored and any related PMA bank charges, fees, or penalties have been paid by Client.
- c)** PMA is not obligated to pay any claims or expenses on behalf of Client unless the required funds are made available by Client to PMA to do so. Should PMA advance funding on the part of Client, then Client shall immediately reimburse PMA or PMA will stop providing services, including ceasing to pay claims and expenses, until full reimbursement has been received and any related PMA bank charges, fees, or penalties have been paid by Client.
- d)** This Section of the Agreement shall survive the termination of the Agreement.

## **11. CLAIM HANDLING SERVICE FEE**

- a)** For claim handling services to be rendered under the first year of the this Agreement, Client agrees to pay PMA an annual fee of \$123,500 to be paid in equal monthly installments to be invoiced by PMA.
- b)** For claim handling services to be rendered under the first optional extension year (“2023-24”) of the this Agreement, Client agrees to pay PMA an annual fee of \$127,205 to be paid in equal monthly installments to be invoiced by PMA.
- c)** For claim handling services to be rendered under the second optional extension year (“2024-25”) of the this Agreement, Client agrees to pay PMA an annual fee of \$131,021 to be paid in equal monthly installments to be invoiced by PMA.
- d)** If during the term of this Agreement, Client submits more than 10 claims/loss lines that PMA determines arise out of, result from or are otherwise related to any event, occurrence, disease, happening or condition or any series or group of related or like events, occurrences, disease, happenings or conditions, then the following additional claim handling fees shall apply:
  - i.** \$650 for each commercial automobile bodily injury claim;
  - ii.** \$395 for each commercial automobile property damage claim;
  - iii.** \$325 for each commercial automobile physical damage claim
  - iv.** \$650 for each general liability bodily injury claim;
  - v.** \$395 for each general liability property damage claim;
  - vi.** \$595 for each first party property damage claim;
  - vii.** \$995 for each professional liability claim;

- viii. \$850 for each Indemnity Claim;
- ix. \$125 for each Medical Only Claim;
- x. \$40 for each Record Only Claim.

## 12. OTHER FEES

As compensation for the TPA services provided in this Agreement, Client agrees to pay PMA the fees identified in the Fee Schedule attached to this Agreement as Exhibit A and incorporated into this Agreement by reference as an integral part of this Agreement. Payment shall be due as set forth on Exhibit A. The fees set forth in Exhibit A may be subject to change if new arrangements are made by PMA and its third party vendors.

## 13. PAYMENT of FEES

PMA will bill Client for fees when due. If the bills are not paid within 45 days after receipt, PMA reserves the right to stop providing services, including ceasing to pay claims and expenses, until such bills and interest have been paid in full.

## 14. CONFIDENTIALITY

- a) The parties acknowledge and agree that information emanating from either party's business in any form may be confidential and proprietary in nature. Each party will use its reasonable best efforts during and after the termination of this Agreement to preclude the duplication, use or disclosure of any such confidential and proprietary information to any third party, unless such duplication or disclosure is specifically authorized under this Agreement or otherwise by the party claiming ownership. In addition, the parties agree that information contained in a Claim File or PMA's RMIS or otherwise provided in the context of this relationship shall be considered confidential and proprietary, and may constitute privileged and/or attorney work product protected from discovery by law and/or rules of court. Therefore, neither party will release any such information unless:
  - i. compelled by an order of a court of competent jurisdiction;
  - ii. mandated by an insurance code, claim practices act, workers' compensation law, or other applicable law or regulation including the Freedom of Information Act to provide information to the claimant or other person; or
  - iii. mandated by applicable court discovery rules.
- b) If there is an obligation to release part but not all of the information, the part deemed not responsive will be withheld, but nothing in this Agreement is intended to abrogate the duty of either party to comply in good faith with such discovery requests.
- c) Each party agrees that the information contained within PMA's RMIS must be treated in a confidential manner by all users who may gain authorized access to PMA's RMIS.

- d) Client agrees PMA (or its representative) may de-identify and thereafter utilize Client's information for benchmarking and related purposes.
- e) PMA processes on behalf of Client personal information disclosed to it by Client and personal information that Client has asked PMA to collect as part of the services provided under this Agreement. PMA shall not retain, use or disclose personal information relating to Client's injured workers for any purpose other than for the purpose of providing the services contemplated by this Agreement or as permitted by applicable law.
- f) This Section of the Agreement shall survive the termination of the Agreement.

## 15. NATURE of RELATIONSHIP

- a) PMA agrees to perform the services described in this Agreement as an independent contractor and not as an agent or employee of Client. Client retains no control or direction over PMA, its employees or agents, or over the detail, manner or methods of the performance of the services described herein.
- b) PMA may, in its sole discretion, retain third party vendors to provide any or all services. All vendors may be required to meet requirements determined by PMA, including but not limited to, appropriate licensure, adequate insurance coverage (including cybersecurity), and meeting standards for protecting confidential information. Client shall indemnify, defend, and hold PMA harmless from utilization of third party vendors as instructed by Client, which do not meet requirements determined by PMA.

## 16. TERMINATION

- a) This Agreement may be terminated upon 90 days advance written notice by either party with or without cause.
- b) This Agreement may be terminated:
  - i. by mutual agreement of the parties;
  - ii. by PMA if Client is in default in payment of any fees or expenses due hereunder or fails to maintain the requisite claim funding levels as required herein and PMA has given Client prior written notice of such default five days prior to the date set for termination;
  - iii. by the non-breaching party if the other party breaches (other than a monetary breach) under any of the terms, covenants and conditions hereunder and the non-breaching party has given the breaching party prior written notice of such breach 20 days prior to the date set for termination and the breaching party has failed to cure such breach prior to the termination date;
  - iv. by one party if the other party becomes insolvent or bankrupt, is placed into receivership, makes an assignment for the benefit of creditors, or is levied upon or sold by Sheriff's sale;
  - v. by PMA or Client if PMA fails to obtain any required state or federal licensing for providing services hereunder; or



- d) Promptly after the receipt by any party seeking indemnification under this section (“**Indemnatee**”) of notice of the commencement of any action or the assertion of any claim against such Indemnatee by a third party, such Indemnatee shall give such indemnifying party written notice thereof and the indemnifying party shall have the right to undertake the defense of such action or claim. If the indemnifying party fails to defend or, after undertaking such defense, fails to prosecute or withdraws from such defense, the Indemnatee shall have the right to undertake the defense and settlement thereof at the indemnifying party’s expense. If the indemnifying party is defending such action or claim, the Indemnatee may retain separate counsel at its sole cost and expense and may participate in the defense of such action or claim. An indemnifying party may only settle an action or claim with the consent of the Indemnatee, which consent shall not be unreasonably withheld or delayed. If the Indemnatee does not consent to a settlement proposed by the indemnifying party that includes a full release of Indemnatee from all claims at issue, the Indemnatee shall be responsible for any settlement, award, judgment or damages incurred above the settlement amount proposed by the indemnifying party, as well as all costs and expenses, including attorneys' fees, incurred in the defense of the claims from the date of the proposal.
- e) The indemnification provided in this section represents the sole remedy for actions or claims brought by third parties.
- f) Neither party shall be liable to the other party for punitive or consequential damages.
- g) Client agrees that PMA’s total liability to Client under this Agreement (whether in contract, tort, or otherwise) shall not exceed One Million (\$1,000,000) dollars.
- h) Any claim under this Agreement must be brought by the party within one year of the event forming the basis of the claim.
- i) This Section of the Agreement shall survive the termination of the Agreement.

**18. NOTICES**

All notices required to be given by one party to the other under this Agreement will be in writing and will be sent by first class US mail, postage prepaid, or by nationally recognized overnight carrier and will be addressed as set forth below or to such other address as may be designated in writing by either party in accordance with the provisions of this Agreement and will be effective upon receipt.

For Client: City of Bloomington  
115 E. Washington Street  
Bloomington, IL 61701

With a copy to: City of Bloomington  
Attn: Legal  
115 E. Washington Street  
Bloomington, IL 61701

For PMA: President  
PMA Management Corp.  
380 Sentry Parkway  
Blue Bell, PA 19422

With a copy to:

General Counsel  
PMA Management Corp.  
380 Sentry Parkway  
Blue Bell, PA 19422

## **19. NON SOLICITATION of PMA'S EMPLOYEES**

Client agrees not to directly solicit for employment, either as an employee or an independent contractor, employees of PMA during the term of this Agreement or for a period of one year following its termination. The parties acknowledge the difficulty in determining a specific damage amount for breach of this section, therefore, as liquidated damages and not as a penalty, if Client breaches the terms of this section, Client shall pay PMA an amount equal to one year's base salary of each employee hired. This section of the Agreement shall survive the termination of the Agreement.

## **20. ASSIGNMENT**

This Agreement will be binding upon the parties, their successors and assigns. Client may not assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of PMA. Any purported assignment or delegation in violation of this Section is null and void. No assignment or delegation relieves the assigning or delegating party of any of its obligations under this Agreement.

## **21. COOPERATION**

- a) Client and its agents, representatives and employees will promptly report to PMA all notices of injuries, losses or claims for which Client may be liable under its self-insurance program, and to provide all necessary documents and materials to PMA, including but not limited to excess policies, which are necessary to provide the services hereunder.
- b) Each party and its agents will cooperate fully with the other party in connection with its obligations hereunder and upon reasonable request, assist in the investigation, litigation, settlement and/or defense of a particular Qualified Claim. Upon prior notice from Client, all Claim Files will be open to Client's inspection at reasonable times, at the office of PMA. PMA may, at its own option within five business days of such request provide Client or Client's representative with limited access to PMA's RMIS for the purposes of reviewing Claim Files electronically.
- c) This Section of the Agreement shall survive the termination of the Agreement.

## **22. WARRANTIES and REPRESENTATIONS**

- a) By affixing its authorized signature below, Client warrants that it has been duly authorized and/or otherwise possesses all requisite authority and may lawfully enter into this Agreement.
- b) By affixing its authorized signature below, PMA warrants that it has been duly authorized and/or otherwise possesses all requisite authority and may lawfully enter into this Agreement.

## 23. MODIFICATION

PMA may seek to modify fees if: (i) PMA's fees and charges were based upon inaccurate or erroneous data, or Client's business changes materially in the nature or volume of business or claims from what was originally contemplated at the inception of the Agreement; or (ii) during the term of this Agreement, legislative and/or regulatory changes materially impact or change the scope of PMA's services or responsibilities. If the parties are unable to reach an agreement with regard to the modification, then either party may terminate this Agreement with 60 days written notice to the other party, with the current fee structure remaining in effect. PMA will continue to provide services for the 60 day notice period, after which PMA will return all Claim Files to Client and submit a final billing to Client.

## 24. MISCELLANEOUS

- a) **Governing Law; Jury Trial Waiver.** This Agreement and all disputes relating in any way to this Agreement shall be governed by and construed in accordance with the laws of the State of Illinois, without regard to its principles of conflicts of laws.
- b) **Entire Agreement.** This Agreement constitutes the entire agreement between the parties regarding the subject matter hereof, and supersedes all prior written or oral agreements, representations, warranties, negotiations, or understandings. The parties further represent and warrant that they have not relied on any representations, warranties or statements as an inducement to entering this Agreement other than what is expressly written herein.
- c) **No Waiver.** No delay or omission on the part of any party in exercising any right hereunder will operate as a waiver of such right or of any other right under this Agreement. A waiver on any one occasion will not be construed as a bar to or waiver of any right or remedy on any other occasion.
- d) **Standard of Care.** PMA shall discharge its obligations under this Agreement with commercially reasonable care, skill, prudence and diligence.
- e) **Force Majeure.** The obligations of either PMA or the Client under this Agreement will be suspended for the duration of any force majeure applicable to that party. The term "force majeure" means any cause not reasonably within the control of the party claiming suspension, including without limitation, an act of God, industrial disturbance, war, riot, weather related disaster, earthquake, and/or governmental action. Client's obligation to fund its claims and expenses shall continue uninterrupted during this Agreement and shall not be subject to a force majeure event. The party claiming suspension pursuant to this section of the Agreement shall take all commercially reasonable steps to resume performance as soon as possible without incurring unreasonably excessive costs.
- f) **Severability.** The provisions of this Agreement are to be deemed severable, and the invalidity or unenforceability of any provision will, unless material and going to the essence of the Agreement as a whole, not affect or impair the remaining provisions which will continue in full force and effect.
- g) **Counterparts; Electronic Signature.** This Agreement may be executed in one or more counterparts, each of which shall be an original, and all of which together shall constitute a single instrument. The intentional action in electronically signing this Agreement shall be

evidence of consent to be legally bound by this Agreement. Further, the parties agree that this Agreement may be signed and/or transmitted by electronic mail of a .PDF document or electronic signature (e.g., DocuSign or similar electronic signature technology) and thereafter maintained in electronic form, and that such electronic record shall be valid and effective to bind the party so signing as a paper copy bearing such party's hand-written signature. The parties further consent and agree that the electronic signatures appearing on this Agreement shall be treated, for purpose of validity, enforceability and admissibility, the same as hand-written signatures. Each party agrees not to contest the admissibility or enforceability of the electronically signed copy of this Agreement in any proceeding arising out of this Agreement.

- h) **Captions.** The captions and headings to the various Sections of this Agreement have been inserted for convenience of reference only, and shall not have the effect of amending or changing the express terms or provisions of this Agreement.
- i) **Ambiguities.** In the event of any inconsistency or conflict between the terms or provisions of this Agreement and the terms or provisions of any other pre-existing or contemporaneous document or agreement as to the subject matter of this Agreement, the terms and provisions of this Agreement shall control and shall supersede the terms or provisions of such other document or agreement.
- j) **Calculation of Time.** All references herein to days shall be to calendar days, unless an express reference is made to business days. In the event the last day for compliance falls on a Saturday, Sunday, or Holiday, the period for compliance shall be deemed to include the following business day.
- k) **Amendment.** Except as otherwise set forth in this Agreement, this Agreement will not be amended except as mutually agreed in a writing signed by both parties.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officers on the day and year first written above.

PMA MANAGEMENT CORP.

CITY OF BLOOMINGTON, ILLINOIS

BY: Frank X. Altieri

BY: [Signature]

TITLE: President

TITLE: City Manager

**Exhibit A – Other Services Fee Schedule**

<b><u>Service Type</u></b>	<b><u>Amount</u></b>	<b><u>Billed</u></b>
<b><u>Managed Care:</u></b>		
Bill review and repricing	\$8.50 per bill, plus 28% of savings over and above fee schedule and/or usual and customary	Monthly
Utilization review	\$105 per review	Monthly
Medical management services	\$98.00 per hour	Monthly
Medical consultant review	\$235 per review	Monthly
PMA Care 24	\$98.00 per call	Monthly
Point of Sale Pharmacy Program	\$35.00 per review	Monthly
Medical Director	\$250 per hour	Monthly
<b><u>Medicare Solutions</u></b>		
Section 111 Reporting	\$8.00 per claim queried	Monthly
Medicare Set-Aside Allocation	\$2,100 each	Monthly
CMS Submissions	\$600 each	Monthly
Medicare Conditional Payment Research	\$125 each	Monthly
Medicare Conditional Payment Appeal or Dispute	\$250 each	Monthly
Medicare Conditional Payment Research Final Demand	\$50 each	Monthly
Medical Cost Projections	\$1,800 each	Monthly
Evidenced Based MSA	\$2,100 each	Monthly
Life Care Plan	\$175 per hour	Monthly
Legal Nurse Review	\$1,800 per review	Monthly
Update (of prior MSA report)	\$750 per report	Monthly
Resolution Services	\$125 per hour	Monthly
Medicare/Social Security Verification	\$195 each	Monthly
Medicaid Conditional Payment Research	\$250 each	Monthly
Medicare Advantage Plan Conditional Payment Negotiation	\$500 each	Monthly
Provider Relations Specialist	\$98 per hour	Monthly

<b><u>Information Systems:</u></b>		
RMIS fee	Included for up to 5 users \$500 each addt'l user	Annually until contract is terminated
Customized Reporting	\$95.00 per hour	Monthly
Data Feeds	To be determined	Monthly
<b><u>Risk Control:</u></b>		
General	\$135 per hour	Monthly
Industrial hygiene services	\$140 per hour	Monthly
Special Projects	To be determined	As incurred
<b><u>Claim Adjustment:</u></b>		
Vocational Rehabilitation	\$98.00 per hour	Monthly
Claim Indexing	\$7.90 - \$13.10 per query depending upon search method and services	Monthly
<b><u>Other:</u></b>		
Administrative	Included	Annually until contract is terminated
Bulk reporting services	To be determined	Monthly
Subrogation specialist	15% of gross recovery	As recovered
Recover to Work	\$98.00 per hour	Monthly
Standard Data Extract (upon termination)	\$2,500	As incurred



**CONSENT AGENDA ITEM NO. 7.I.**

**FOR COUNCIL:** April 28, 2025

**WARD IMPACTED:** City-Wide Impact

**SUBJECT:** Consideration and Action on a Resolution Approving an Agreement for the Proposal of Insurance, Brokered by Arthur J. Gallagher, for Fiscal Year 2026, in the Amount of \$1,742,988, as requested by the Human Resources Department.

**RECOMMENDED MOTION:** The Resolution be approved.

**STRATEGIC PLAN LINK:**

Goal 1. Financially Sound City Providing Quality Basic Services

**STRATEGIC PLAN SIGNIFICANCE:**

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

**BACKGROUND:** Arthur J. Gallagher ("AJG") has served as the City's Insurance Broker since 2010. AJG is responsible for researching the insurance market and purchasing the City's property, liability, excess liability, and excess workers' compensation insurance in consultation with the City and its consultant. Contracted services from AJG include:

- Preparing a Renewal Strategy Plan for the client and insurance consultant;
- Obtaining renewal information from the client and preparing renewal spreadsheets and forms;
- Producing comprehensive submissions, based on underwriting data completed and presented to each selected market;
- Provide the client and insurance consultant with a detailed renewal proposal outlining pricing and coverage information within the requested timeframe;
- Market/place/bind coverage as instructed by the City and insurance consultant;
- Review the accuracy of all policies and obtain corrections where needed in a timely manner;
- Distribute copies of policies to both the client and the insurance consultant;
- Process endorsement requests with carriers as requested by the client and the insurance consultant;
- Arrange for auto ID cards and certificates of insurance as requested by the client;
- Prepare and attend meetings, as requested by the client or insurance consultant; and
- Review insurance contracts/vendor certificates as requested.

The current market continues to present challenges. Fiscal Year ("FY") 2025 placement resulted in a 13.14% increase over FY 2024. It was anticipated that FY 2026 would result in a 14% increase, however, final placement resulted in a 9.7% increase. City staff feel that this is a good outcome and a successful renewal.

**COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED:** N/A

**FINANCIAL IMPACT:** This is a Fiscal Year 2026 Casualty Fund budgeted item. The overall

Cost of Coverage is \$1,742,988. A Brokerage Fee of \$39,000 was previously approved by Council on October 23, 2023 (Item 8H), for a three-year period with two optional one-year renewals. The coverage cost and Brokerage fee total annual amount for FY 2026 (May 1, 2025-April 30, 2026) is \$1,781,988. The \$39,000 Brokerage Fee will be paid from the Casualty Insurance-Other Professional & Technical Services account (60150150-70220). The Cost of Coverage will be paid as follows: \$319,303 from the Casualty Insurance-Worker's Compensation Premium account (60150150-70702); \$787,374 from the Casualty Insurance-Liability Insurance Premium account (601500150-70703); and \$636,311 from the Casualty Insurance-Property Insurance Premium account (60150150-70704). Stakeholders can locate this in the FY 2026 Proposed Budget Book titled "Other Funds & Capital Improvement" on page 140.

Respectfully submitted for consideration.

Prepared by: Alex Rosas, Safety and Risk Manager

**ATTACHMENTS:**

[HR 2B Resolution](#)

[HR 2C Resolution - Exhibit A - Insurance Structure FY26](#)

**RESOLUTION NO. 2025 - \_\_\_\_**

**A RESOLUTION APPROVING AN AGREEMENT FOR THE PROPOSAL OF INSURANCE,  
BROKERED BY ARTHUR J. GALLAGHER, FOR FISCAL YEAR 2026, IN THE  
AMOUNT OF \$1,742,988**

**WHEREAS**, subject to the provisions of the City Code, City staff are recommending an agreement for the proposal of insurance, brokered by Arthur J. Gallagher, for fiscal year 2026, in the amount of \$1,742,988; and

**WHEREAS**, the agreement includes comprehensive insurance coverage that is necessary for risk management of the City's potential workers' compensation, auto, property, and liability losses; and

**WHEREAS**, a document outlining the insurance structure for Fiscal Year 2026 is attached (Exhibit A); and

**WHEREAS**, the City originally entered into an agreement with Arthur J. Gallagher to be the City's insurance broker in 2010; and

**WHEREAS**, the City Council finds it in the best interest of the City to continue the relationship with Gallagher and approve the proposed fiscal year 2026 agreement.

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

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

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

**PASSED** this 28th day of April 2025.

**APPROVED** this \_\_\_\_ day of April 2025.

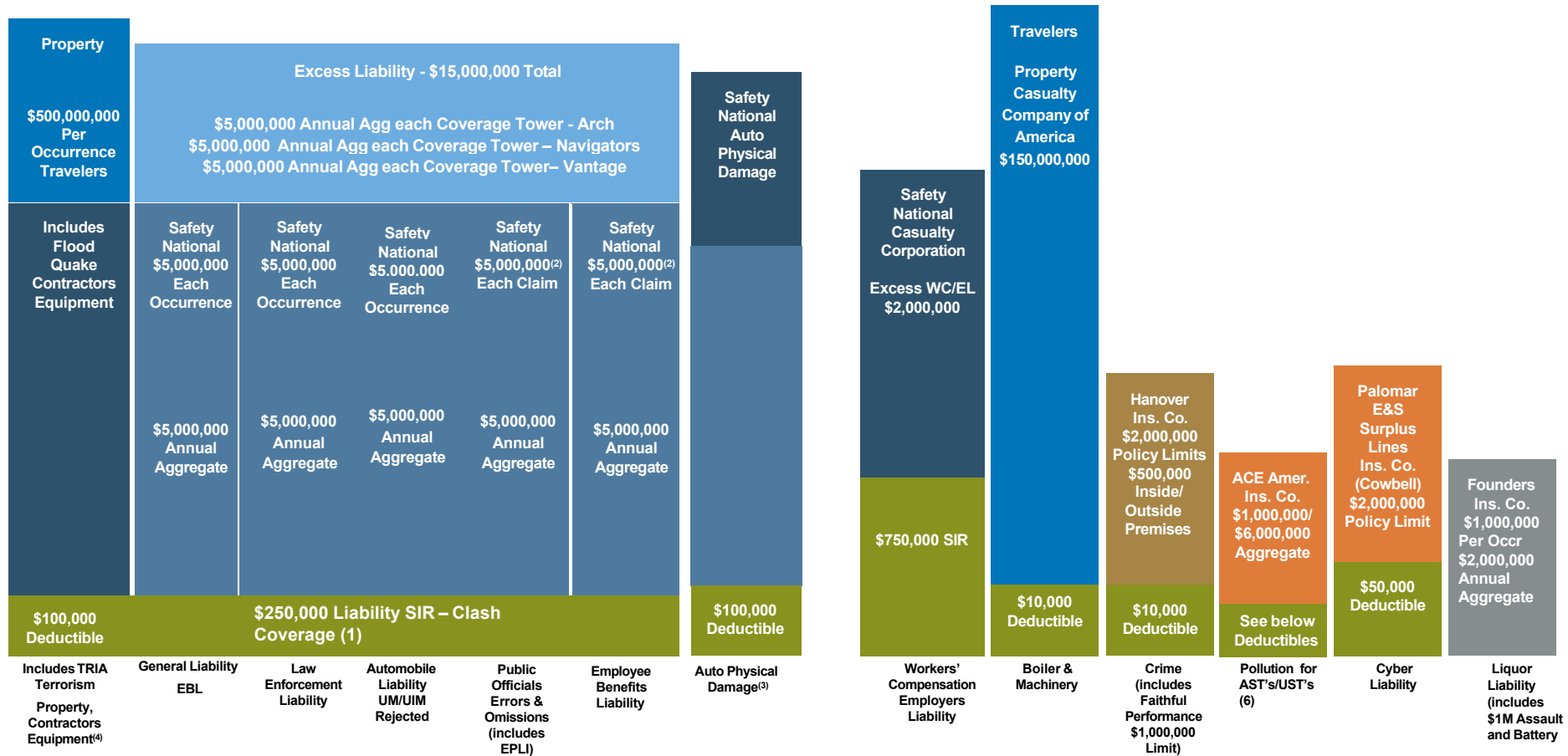
**CITY OF BLOOMINGTON**

**ATTEST**

\_\_\_\_\_  
Mboka Mwilambwe, Mayor

\_\_\_\_\_  
Leslie Smith-Yocum, City Clerk

## EXHIBIT A



(1) The SIR is a per occurrence retention. Only one retention applies in the event of a multiple loss (clash coverage), and the higher retention shall apply. See policy Multiple Lines Loss Protection for limits in the event of a multiple lines loss.

(2) Public Officials Errors & Omissions (including EPLI) and Employee Benefits Liability are on a Claims-Made basis. Retroactive Date is 8/1/1986 for POL/EPLI and Full Prior Acts

(3) Safety National –Auto Physical Damage – All vehicles at ACV except Emergency Vehicles 2015 and newer at Stated Replacement Cost (RC means should a total covered loss occur this is the max amount that the carrier will pay– changes mid-term for emergency vehicles or anylarger valued vehicles need to be reported to carrier and additional premium may apply).

(4) \$100,000 Deductible (or 1% whichever is higher) for Windstorm/Hail and Water Damage deductible and \$250,000 Deductible for Flood Zone A.

(5) Safety National notes: Coverage for scheduled Drones, scheduled Dams via endorsement ; Sexual Abuse under the GL Coverage provided via endorsement .

(6) Deductible for AST's at Golf Courses \$5,000 / Deductible for UST's at Public Works \$250,000 due to aging tanks now at 32 years old.



**CONSENT AGENDA ITEM NO. 7.J.**

**FOR COUNCIL:** April 28, 2025

**WARD IMPACTED:** Ward 6

**SUBJECT:** Consideration and Action on a Resolution Approving an Agreement with R.B. Crowther Co., for the Fire Station #1 Roof Replacement (Bid #2025-40), in the Amount of \$507,500, as requested by the Fire Department.

**RECOMMENDED MOTION:** The proposed Resolution be approved.

**STRATEGIC PLAN LINK:**

Goal 2. Upgrade City Infrastructure and Facilities

**STRATEGIC PLAN SIGNIFICANCE:**

Objective 2d. Well-designed, well maintained City facilities emphasizing productivity and customer service

**BACKGROUND:** Fire Station #1, located at 310 N. Lee St., was constructed in 1973. The station is occupied 24 hours a day by a crew of nine personnel and also houses our administrative offices in the lower level. Over the years, we have had roof issues and repairs completed to extend the life of the roof. We have come to the point where we have reached the life expectancy, and replacement is needed.

The current roof is divided into four sections. Three of the four sections are 50+ years old and original to the building. The fourth section was added to the station around 22 years ago. The replacement project will replace all four sections of the roof. The Fire Department has contracted with the Farnsworth Group, Inc., to complete the design and engineering of the roof replacement, and they will also provide construction management oversight of the project. In the planning for the project, the roof was tested for asbestos by Ideal Environmental Engineering, Inc. The results of the test showed asbestos in the roof flashing around the perimeter. As a result, part of the project will properly remove and dispose of the asbestos.

The project was advertised by the City to solicit competitive bids. Bids were received until 10:00 A.M. on April 1, 2025. Three bids were opened, and are listed below with their total bid amount:

- R.B. Crowther Co.: \$507,500
- Henson Robinson Company: \$509,378
- Kreiling Roofing Company: \$549,720

R.B. Crowther Co. submitted the lowest, responsive bid at \$507,500 to complete the roof replacement as outlined in the bid documents. None of the bidders were local. Staff recommends that the lowest bid be accepted to complete the roof replacement project at Fire Station #1.

**COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED:** The Invitation to Bid was advertised in *The Pantagraph* and *OpenGov* on March 12, 2025.

**FINANCIAL IMPACT:** If approved, the City will enter into an Agreement with R.B. Crowther Co., for the Fire Station #1 Roof Replacement, in the amount of \$507,500. This project is included in the FY 2025 Budget at \$500,000. This will be paid from the Capital Improvement Fund-Buildings account (40100100-72520). Stakeholders can locate this in the FY 2025 Budget Book titled "Other Funds & Capital Improvement" on pages 77, 81, 224, 243, 255, and 256.

Respectfully submitted for consideration.

Prepared by: Mike Hartwig, Deputy Chief

**ATTACHMENTS:**

[FIRE 1B Resolution](#)

[FIRE 1C - Resolution - Exhibit A - Agreement](#)

[FIRE 1D Bid Tabulation](#)

**RESOLUTION NO. 2025 - \_\_\_\_\_**

**A RESOLUTION APPROVING AN AGREEMENT WITH R.B. CROWTHER CO., FOR THE FIRE STATION #1 ROOF REPLACEMENT (BID #2025-40), IN THE AMOUNT OF \$507,500**

**WHEREAS**, subject to the provisions of the City Code, City staff are recommending an agreement with R.B. Crowther Co. be approved for the Fire Station #1 Roof Replacement (Exhibit A), in the amount of \$507,500 (“PROJECT”); and

**WHEREAS**, Fire Station #1, located at 310 N. Lee St., was originally constructed in 1973. The station is staffed 24 hours a day by a crew of nine personnel and also houses our administrative offices on the lower level; and

**WHEREAS**, over the years, Station #1 has had roof issues and repairs completed to extend the life of the roof but, the roof has reached the life expectancy and replacement is needed. The current roof is divided into four sections, with three of the four sections being 50+ years old and original to the building and the fourth section was added to the station around 22 years ago; and

**WHEREAS**, the PROJECT consists of a complete replacement of the four roof sections of the building as outlined in the design documents prepared by the Farnsworth Group; and

**WHEREAS**, during the planning for the project, the roof tested positive for asbestos in the roof flashing around the perimeter; as a result, part of the project will properly remove and dispose of the asbestos; and

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

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

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

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

**PASSED** this 28th day of April 2025.

**APPROVED** this \_\_\_\_ day of April 2025.

**CITY OF BLOOMINGTON**

**ATTEST**

\_\_\_\_\_  
Mboka Mwilambwe, Mayor

\_\_\_\_\_  
Leslie Smith-Yocum, City Clerk

**EXHIBIT A**

**CITY OF BLOOMINGTON AGREEMENT WITH**  
R.B. Crowther Co.

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**FOR**  
Fire Station 1 Roof Replacement

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**THIS AGREEMENT**, dated this \_\_\_ day of \_\_\_\_\_ April \_\_\_\_\_, 202<sup>5</sup>, is between the City of Bloomington, IL (hereinafter "CITY") and \_\_\_\_\_ R.B. Crowther Co. \_\_\_\_\_ (hereinafter "VENDOR"). CITY and VENDOR may hereinafter collectively be referred to as the "PARTIES" and individually as the "PARTY".

**NOW THEREFORE**, the PARTIES agree as follows:

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

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

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

- This Agreement was not subject to a formal solicitation process by the CITY.
- This Agreement was subject to the following procurement initiative by the CITY:  
\_\_\_\_\_ Bid #2025-40 Fire Station 1 Roof Replacement \_\_\_\_\_ (hereinafter "REQUEST").  
Accordingly, the provisions of the REQUEST and the proposal submitted by VENDOR (hereinafter collectively referred to as "PROCUREMENT DOCUMENTS"), shall be incorporated into this Agreement by reference and made a part thereof and shall be considered additional contractual requirements that must be met by VENDOR. In the event of a direct conflict between the provisions of this Agreement and the incorporated PROCUREMENT DOCUMENTS, the provisions of this Agreement shall prevail. All PROCUREMENT DOCUMENTS are kept on file by CITY Legal Department and shall be made available upon request.

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

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

- This Agreement does not require the furnishment of any bonds by the VENDOR.
- This Agreement is subject to bonding requirements.
  - i. It is therefore understood that the VENDOR will furnish, at no expense to the CITY, Payment and Performance Bonds to the CITY in the amount of the contract as stated in Exhibit B executed by the VENDOR and at least two sureties as set forth under the Laws of the State of Illinois, as a guarantee that the VENDOR will timely and faithfully perform the work outlined herein.
  - ii. Said bond shall be conditioned to save and keep harmless the CITY from any and all claims, demands, losses, suits, costs, expenses, and damages which may be brought, sustained,

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**If to VENDOR:**

\_\_\_\_\_  
 R.B. Crowther Co.  
 \_\_\_\_\_  
 Attn: Jake Crowther  
 \_\_\_\_\_  
 3805 Pine Bluff Rd  
 \_\_\_\_\_  
 Morris IL 60450  
 \_\_\_\_\_  
 \_\_\_\_\_

Copy to:

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**If to CITY:**

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

Copy to:

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

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

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

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

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

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

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

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

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

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

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

CITY OF BLOOMINGTON

By: \_\_\_\_\_  
Its City Manager

ATTEST:

By: \_\_\_\_\_  
Its City Clerk

VENDOR

By: Rue  
Its President

By: \_\_\_\_\_  
Its \_\_\_\_\_

EXHIBIT A  
DESCRIPTION OF SERVICES/WORK PROVIDED

The Project consists of the demolition and replacement of 10,500 square feet of existing built-up roof systems (including insulation) and 1,100 square feet of existing EPDM roof system (including insulation) with new SBS Modified Bituminous Membrane Roofing systems.

All procurement documents related to Bid #2025-40 are included with this contract.

EXHIBIT B  
COSTS/FEES

EVALUATION TABULATION  
ITB - PLA No. Bid #2025-40  
Fire Station 1 Roof Replacement  
RESPONSE DEADLINE: April 1, 2025 at 10:00 am  
Report Generated: Tuesday, April 15, 2025

SELECTED VENDOR TOTAL

R.B. Crowther Co. - \$507,500.00

BID #2025-40 FIRE STATION 1 ROOF REPLACEMENT

Base Bid - Must include all necessary labor, supervision, machinery, tools, apparatus, documents and any other means to do all the work and furnish all the materials including cleanup.



**EVALUATION TABULATION**

ITB - PLA No. Bid #2025-40

Fire Station 1 Roof Replacement

RESPONSE DEADLINE: April 1, 2025 at 10:00 am

Report Generated: Tuesday, April 15, 2025

**SELECTED VENDOR TOTAL**

Vendor	Total
R.B. Crowther Co.	\$507,500.00

**BID #2025-40 FIRE STATION 1 ROOF REPLACEMENT**

Base Bid - Must include all necessary labor, supervision, machinery, tools, apparatus, documents and any other means to do all the work and furnish all the materials including cleanup.

Bid #2025-40 Fire Station 1 Roof Replacement					Henson Robinson Company		Kreiling Roofing Company		R.B. Crowther Co.	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
X	1	Base Bid	1	LS	\$509,378.00	\$509,378.00	\$549,720.00	\$549,720.00	\$507,500.00	\$507,500.00
Total						\$509,378.00		\$549,720.00		\$507,500.00



## CONSENT AGENDA ITEM NO. 7.K.

**FOR COUNCIL:** April 28, 2025

**WARD IMPACTED:** Ward 6

**SUBJECT:** Consideration and Action on a Resolution Waiving the Formal Bidding Requirements and Authorizing an Agreement with McLean County Asphalt Co., for Surface Repair of the City's Douglas Parking Lots A, B, and C, in the Amount of \$42,426.07, as requested by the Public Works Department and the Arts & Entertainment Department.

**RECOMMENDED MOTION:** The proposed Resolution be approved.

**STRATEGIC PLAN LINK:**

- Goal 1. Financially Sound City Providing Quality Basic Services
- Goal 2. Upgrade City Infrastructure and Facilities
- Goal 6. Prosperous Downtown Bloomington

**STRATEGIC PLAN SIGNIFICANCE:**

- Objective 1d. City services delivered in the most cost-effective, efficient manner
- Objective 2d. Well-designed, well maintained City facilities emphasizing productivity and customer service
- Objective 6a. More beautiful, clean Downtown area

**BACKGROUND:** If approved, the City will enter into an agreement with McLean County Asphalt Co., for the surface repairs of the City's Douglas Parking Lots A, B and C. The project provides for surface repairs at these parking lots are located in the Downtown area and are adjacent to the Bloomington Center for Performing Arts (BCPA). The repair of these parking lots will involve pothole repair, surface patching, crack sealing, sealcoating, and line striping. A map of the site for this project is attached.

The project Quote Request packet and an Addendum #1 were sent to local vendors by the City to solicit competitive quotes. Staff set up the quote packet in a manner that firms could quote on one or multiple lots to try to obtain the best pricing. Quotes were received until 12:00 P.M. on Thursday, April 3rd, 2025, electronically via email to the Facilities Maintenance Supervisor. Only one contractor submitted a responsive quote. All other contractors that received the request and Addendum #1 did not submit quotes. Staff anticipated that more than one firm could be awarded the quote, and the total would have been below the \$25,000 quote threshold. Since only one firm was responsive, Staff believe it is in the best interest of the City to waive the formal bidding requirements as the quote process indicates there is low interest in this project, and award all the lots to McLean County Asphalt Co.

A full list of the requested contractors is attached.

**COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED:** McLean County Asphalt Co., Hoerr's Blacktop, E.J. Eppel Construction, Cutting Edge Asphalt, Asphalt Clinic LLC, and the Arts & Entertainment Department

**FINANCIAL IMPACT:** If approved, the City will enter into an agreement with McLean County Asphalt Co. in the Amount of \$42,426.07 . This will be paid out of Capital Improvement Fund-Buildings account (40100100-72520). Stakeholders can locate this in FY 2025 Budget Book titled "Other Funds & Capital Improvement" on pages 77, 81, 224, 243, 265, and 266.

Respectfully submitted for consideration.

Prepared by: Josh Ftacek, Facility Maintenance Supervisor

**ATTACHMENTS:**

[PW 3B Resolution](#)

[PW 3C Resolution - Exhibit - Agreement](#)

[PW 3D Project Plan](#)

[PW 3E Quote Tabulation List](#)

**RESOLUTION NO. 2025 - \_\_\_\_**

**A RESOLUTION WAIVING THE FORMAL BIDDING REQUIREMENTS AND AUTHORIZING AN AGREEMENT WITH MCLEAN COUNTY ASPHALT CO., FOR SURFACE REPAIR OF THE CITY'S DOUGLAS PARKING LOTS A, B, AND C, IN THE AMOUNT OF \$42,426.07**

**WHEREAS**, subject to the provisions of the City Code, City staff are recommending an agreement with McLean County Asphalt Co. be approved for surface repair of the Douglas Parking Lots A, B, and C (hereinafter, PROJECT), in the amount of \$42,426.07; and

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

**WHEREAS**, the PROJECT consists of the repairing of the parking lots, which involve pothole repairs, surface patching, crack sealing, sealcoating, line striping; and

**WHEREAS**, Staff solicited quotes for the three lots separately to try to obtain the best pricing but only McLean County Asphalt Co. responded, therefore, Staff believe it is in the best interest of the City to award all the lots to McLean County Asphalt Co.; 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 (Exhibit A), and any other necessary documents. The City Manager, or designee, is further authorized to approve any changes to the work or increases in the contract amount, up to the contingency amount set forth in the Agreement, to the extent the City Manager finds such to be in the best interests of the City.

**PASSED** this 28th day of April 2025.

**APPROVED** this \_\_\_\_ day of April 2025.

**CITY OF BLOOMINGTON**

**ATTEST**

\_\_\_\_\_  
Mboka Mwilambwe, Mayor

\_\_\_\_\_  
Leslie Smith-Yocum, City Clerk

## EXHIBIT A

**CITY OF BLOOMINGTON AGREEMENT WITH**

\_\_\_\_\_  
McLean County Asphalt Co.  
\_\_\_\_\_

**FOR**

\_\_\_\_\_  
Surface Repairs of Douglas Lots A, B and C  
\_\_\_\_\_

THIS AGREEMENT, dated this 3 day of April, 2025, is between the City of Bloomington, IL (hereinafter "CITY") and McLean County Asphalt Co. (hereinafter "VENDOR"). CITY and VENDOR may hereinafter collectively be referred to as the "PARTIES" and individually as the "PARTY".

NOW THEREFORE, the PARTIES agree as follows:

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

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

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

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

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

Quote Request - Douglas Lots A, B and C Repairs (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. \*N30

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

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

This Agreement is subject to bonding requirements.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**If to VENDOR:**

McLean County Asphalt Co.  
1100 West Market St.  
Bloomington, IL 61701  
McLeanCountyAsphalt@ms

Copy to:

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**If to CITY:**

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

Copy to:

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

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

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

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

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

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

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

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

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

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

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

CITY OF BLOOMINGTON

By: \_\_\_\_\_  
Its City Manager

ATTEST:

By: \_\_\_\_\_  
Its City Clerk

VENDOR

By: Addison Dally  
Its GM

By: Linda Kay  
Its Secretary

EXHIBIT A  
DESCRIPTION OF SERVICES/WORK PROVIDED

See: Quote Request - Douglas Lots A, B & C Surface Repair, Crack Seal and Sealcoating  
March 19th, 2025 and Addendum #1 on 3/25/2025

EXHIBIT B  
COSTS/FEEES

See returned Quote on 3-27-2025

Douglas Lot A (Lump Sum) \$12,216.09

- Includes Pot Hole Repairs

Douglas Lot B (Lump Sum) \$10,392.97

- Includes Pot Hole Repair

Douglas Lot C (Lump Sum) \$19,817.01

- Includes Pavement Patching

-Includes Pot Hole Repair

Total Cost \$ \$42,426.07

\*payment terms N30



www.cityblm.org

Facilities Management

301 E. Jackson St.  
PO BOX 3157  
Bloomington, IL 61702-3157  
Phone: 309-434-2207  
Fax: 309-434-2858

Please Submit the following:

Contractor Name: McLean County Asphalt

Agrees to the City's Standard Terms and Conditions as attached: YES or NO (circle one) *payment terms N30*

Acknowledges that this is a Prevailing Wage Job in accordance with the Illinois Dept. of Labor YES or NO (circle one)

Douglas Lot A (Lump Sum) \$12,216.09  
• Includes Pot Hole Repairs

Douglas Lot B (Lump Sum) \$10,392.97  
• Includes Pot Hole Repair

Douglas Lot C (Lump Sum) \$19,817.01  
• Includes Pavement Patching  
• Includes Pot Hole Repair

Total Cost \$ \$42,426.07

Bid Signature *Addison Darley*

Date: 03-27-2025

DOUGLAS ST.



Douglas Lot A - 201 Douglas St. Lot B - 207 Douglas St. Lot C - 208 E. Market St.

Lot A

Lot B

Lot C

PRIVATE LOT

EAST STREET (66' R.O.W.)

CORNER FALLS ON BUILDING LINE 0.22' E. OF BUILDING COR.

EXISTING BUILDING

EXISTING BUILDING

EXISTING BUILDING

ALLEY (10')

ALLEY (20')

ALLEY (VARIABLE WIDTH)

ALLEY (VARIABLE WIDTH)

EAST MARKET ST.

Douglas Lots A, B & C



**Douglas Lot A - 201 Douglas St.**



**Douglas Lot B - 207 Douglas St.**



**Douglas Lot C - 208 E. Market St.**



**RECORD OF QUOTES FOR: Surface Repair of the Douglas Lots A, B and C  
201 Douglas St.**

**Quotes to be received by 12 PM April 3rd, 2025**

DATE: 04/03/2025

Vendor's Name	City, State	Returned Quote	Lot A	Lot B	Lot C	Total Quote
Mclean County Asphalt Co.	Bloomington, IL	03/28/2025	\$12,216.09	\$10,392.97	\$19,817.01	\$42,426.07
H.J. Eppel Construction	Pontiac, IL	No Quote	\$----	\$----	\$----	\$----
Hoerr's Blacktop	Trivoli, IL	No Quote	\$----	\$----	\$----	\$----
Cutting Edge Asphalt	Decatur, IL	No Quote	\$----	\$----	\$----	\$----

Reviewed By: Josh Ftacek, FMP® 04/03/2025 at 12:00 PM



## CONSENT AGENDA ITEM NO. 7.L.

**FOR COUNCIL:** April 28, 2025

**WARD IMPACTED:** City-Wide Impact

**SUBJECT:** Consideration and Action on a Resolution Approving an Agreement with Joe's Towing and Recovery, for Vehicles Up to 10,000 Gross Vehicle Weight (Bid #2025-37), and Granting Authority for Purchase in Fiscal Years 2026, 2027, 2028, and Optional Two Additional Fiscal Years 2029 and 2030, as requested by the Police Department and the Police Department.

**RECOMMENDED MOTION:** The proposed Resolution be approved.

**STRATEGIC PLAN LINK:**

Goal 1. Financially Sound City Providing Quality Basic Services

**STRATEGIC PLAN SIGNIFICANCE:**

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

**BACKGROUND:** The City of Bloomington operates all types of cars, trucks, and light equipment up to 10,000 Gross Vehicle Weight ("GVW"), which the VENDOR may be asked to tow, winch, and perform other miscellaneous services for the City of Bloomington owned cars, trucks and light equipment 10,000 GVW and under, as well as Police Department ordered towing or relocation and storage of cars and trucks 10,000 GVW and under. The agreement will also apply to the relocation of vehicles as required by the City and for emergency towing for the Bloomington Police Department and the changing of automotive tires on Police and staff vehicles, including pickup trucks. The City is an organization that operates 24 hours a day, 7 days a week, 365 days a year and may require immediate service at any time.

The City's current towing contract is set to expire on 4/30/2025. The bid for a new towing contract was advertised by the City to solicit competitive bids. Bids were received until 10:00 A.M. on March 11, 2025. Two bids were received, and after review, Joe's Towing was the lowest, responsive bidder. Both bidders were local firms.

The contract will be awarded for a three-year term that will begin on May 1, 2025, and be valid through April 30, 2028. The contract may be extended an additional two years if the Chief of Police approves that the three prior years of performance have been acceptable and there is a mutual agreement between the City and Joe's Towing & Recovery. The two additional twelve-month increments would be through May 1, 2028 - April 30, 2030.

**COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED:** The Invitation to Bid was advertised in *The Pantagraph* and *OpenGov* on February 20, 2025.

**FINANCIAL IMPACT:** If approved, the City will enter into a contract with Joe's Towing and Recovery, and Granting Authority for Purchase in Fiscal Years 2026, 2027, 2028, and optional two additional Fiscal Years 2029 and 2030. In consideration of this contract, Joe's Towing will

pay the City annually on May 1<sup>st</sup> of each fiscal year an amount of \$60,000. This will be coded to the Non-Departmental-Other Miscellaneous account (10010010-57990). Stakeholders can locate this in the FY 2026 Proposed Budget Book titled "Budget Overview & General Fund" on page 121.

Respectfully submitted for consideration.

Prepared by: Amber Nigliaccio, Office Manager

**ATTACHMENTS:**

[PD 1B Resolution](#)

[PD 1C Resolution - Exhibit A - Agreement](#)

**RESOLUTION NO. 2025 - \_\_\_\_\_**

**A RESOLUTION APPROVING AN AGREEMENT WITH JOE'S TOWING AND RECOVERY FOR TOWING OF VEHICLES UP TO 10,000 GROSS VEHICLE WEIGHT (BID #2025-37), AND GRANTING AUTHORITY FOR PURCHASE IN FISCAL YEARS 2026, 2027, 2028, AND OPTIONAL TWO ADDITIONAL FISCAL YEARS OF 2029 AND 2030**

**WHEREAS**, on or about February 20, 2025, pursuant to the provisions of the City of Bloomington Code and the Procurement Manual, the City issued an invitation to bid, seeking an agreement for various towing services used by City for Police matters and general City towing needs; and

**WHEREAS**, after the bid review process, the lowest responsible and responsive bidder for towing services was Joe's Towing who proposed winching at \$50/service, outside mileage rate at \$3.00/mile, transport/tow of vehicles from BPD Range at \$50/round trip, vehicles for training purposes (one-time fee per vehicle) at no fee, and relocation of other cars and equipment at no fee; and

**WHEREAS**, in consideration of this contract, Joe's Towing will pay the City annually on May 1<sup>st</sup> of each fiscal year an amount of \$60,000; and

**WHEREAS**, the Vendor will be available 24 hours a day, 365 days a year to tow vehicles up to 10,000 Gross Vehicle Weight (GVW); and

**WHEREAS**, the Vendor may be asked to tow or winch vehicles at the City's discretion; and

**WHEREAS**, the Vendor may be asked for emergency towing from the Police Department; and

**WHEREAS**, purchases under this Agreement (Exhibit A) are generally paid from Police Department or Fleet Division line items for towing as approved by Council in the Annual City Budget; and

**WHEREAS**, Staff recommends the Council approve the agreement and authorize purchases up to \$17,500 in Fiscal Year ("FY") 2026, \$18,025 in FY 2027, \$18,566 in FY 2028, \$19,123 in FY 2029, and \$19,687 as well as the receipt of \$60,000 in each of the fiscal years into the general revenue fund; and

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

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

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

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

**PASSED** this 28th day of April 2025.

**APPROVED** this \_\_\_\_ day of April 2025.

**CITY OF BLOOMINGTON**

**ATTEST**

\_\_\_\_\_  
Mboka Mwilambwe, Mayor

\_\_\_\_\_  
Leslie Smith-Yocum, City Clerk

## EXHIBIT A

**CITY OF BLOOMINGTON AGREEMENT WITH  
JOE'S TOWING AND RECOVERY  
FOR  
TOWING OF VEHICLES UP TO 10,000 GVW**

**THIS AGREEMENT**, dated this ~~14~~ day of April \_\_\_\_\_, 2025, is between the City of Bloomington, IL (hereinafter "CITY") and Joe's Towing & Recovery (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 subject to the following procurement initiative by the CITY:

**Bid #2025-37 Towing of Vehicle up to 10,000 GVW** (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.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**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:**

Joe's Towing & Recovery  
2233 Springfield Rd  
Bloomington IL 61701  
office@joes-towing.com  
\_\_\_\_\_

Copy to:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**If to CITY:**

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

Copy to:

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

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

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

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

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

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

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

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

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

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

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

CITY OF BLOOMINGTON

By: \_\_\_\_\_  
Its City Manager

ATTEST:

By: \_\_\_\_\_  
Its City Clerk

JOE'S TOWING AND RECOVERY

By:  \_\_\_\_\_  
Its President

By: \_\_\_\_\_  
Its \_\_\_\_\_

**EXHIBIT A**  
**DESCRIPTION OF SERVICES/WORK PROVIDED**

**General Information:**

The City of Bloomington operates all types of cars, trucks, and light equipment up to 10,000 GVW which the VENDOR may be asked to tow or winch at the City's discretion. The Specification will also apply to relocation of vehicles as required by the City of Bloomington and for emergency towing for the Bloomington Police Department. The Specification applies to changing automotive tires on Police and staff vehicles including pickup trucks. The City of Bloomington is an organization which operates 24 hours a day, 7 days a week, 365 days a year and may require immediate service at any time.

**Length Of The Contract:** The contract will be awarded for a three (3) year term that will begin on May 1, 2025 and be valid through April 30, 2028. The contract may be extended upon successful completion of the initial three (3) year term, upon mutual agreement between the City and the VENDOR, up to two (2) additional twelve (12) month increments beginning each May 1st until April 30, 2030.

**Termination Of The Contract:**

The contract with the VENDOR shall end at the expiration date of the contract. The towing contract may also be terminated at any time during the term of the contract for lack of performance as outlined in the Specification, or should a violation occur in any of the other areas of the Specification.

VENDOR to comply with all Specifications as outlined in the incorporated Bid Documents.



**EVALUATION TABULATION**

Cost/Fees

ITB No. Bid #2025-37

Towing of Vehicles up to 10,000 GVW

RESPONSE DEADLINE: March 11, 2025 at 10:00 am

Report Generated: Wednesday, April 23, 2025

**ANNUAL REFERRAL - PAID TO THE CITY**

Annual Referral - Paid to the City					Joe's Towing & Recovery	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
X	1	Towing operator to pay the City of Bloomington an annual referral fee.	1	Annually	1	\$60,000.00

**SERVICE FEES - TO BE CHARGED BY THE TOWING OPERATOR**

Tow operator may charge the City these rates at their discretion

Service Fees - To be charged by the Towing Operator					Henson Inc		Joe's Towing & Recovery	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total
X	1	Winching	1	Per Service	\$50.00	\$50.00	\$50.00	\$50.00
X	2	Outside City mileage rate	1	Per Mile	\$2.50	\$2.50	\$3.00	\$3.00
X	3	Transport/tow vehicles to and from the BPD Range (Per round trip)	1	Per Round Trip	\$50.00	\$50.00	\$50.00	\$50.00

EVALUATION TABULATION

ITB No. Bid #2025-37

Towing of Vehicles up to 10,000 GVW

Service Fees - To be charged by the Towing Operator					Henson Inc		Joe's Towing & Recovery	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total
X	4	Vehicles for training purposes (one-time fee per vehicle)	1	Each	\$0.00	\$0.00	\$0.00	\$0.00
X	5	Relocation of other cars and equipment.	1	Each	\$0.00	\$0.00	\$0.00	\$0.00



**CONSENT AGENDA ITEM NO. 7.M.**

**FOR COUNCIL:** April 28, 2025

**WARD IMPACTED:** Ward 9

**SUBJECT:** Consideration and Action on a Resolution Authorizing an Agreement with Wilcox Electric & Service Inc., for the Eagle Crest East Pump Station Electrical Replacement Project (Bid #2025-44), in the Amount of \$118,140, as requested by the Engineering Department.

**RECOMMENDED MOTION:** The proposed Resolution be approved.

**STRATEGIC PLAN LINK:**

Goal 2. Upgrade City Infrastructure and Facilities

**STRATEGIC PLAN SIGNIFICANCE:**

Objective 2c. Functional, well maintained sewer collection system

**BACKGROUND:** If approved, the City will enter into an agreement with Wilcox Electric & Service Inc., for the Eagle Crest East Pump Station Electrical Replacement Project. The Eagle Crest Pump Station is located at 3611 Fort Jesse Road. At this site, two pumps are utilized for pumping sewage. This facility is critical as the surrounding neighborhoods' sewage gravity flows to this station, where it is then pumped to a higher elevation, allowing it to flow to the Bloomington Normal Water Reclamation (BNWRD). Without this station, sewage would back up and potentially flood basements in the surrounding neighborhoods.

This facility is designed with a generator that maintains functionality during power outages. On average, generators have an end-of-life expectancy of 25 years. The Eagle Crest generator has reached its 25th year this year.

The Engineering Department prepared the Eagle Crest East Pump Station Electrical Replacement Project proposal package and advertised this project for competitive bids. Bids were received until 10:00 AM on Wednesday, April 09, 2025, electronically. Staff received three bids and opened them at 10:03 AM Wednesday, April 09, 2025, by live stream on the City YouTube Website. All three bidders for this contract were local, so the local preference policy does not apply.

Wilcox Electric & Service Inc. is the lowest responsible bidder of the three bids. A summary of the submitted bids follows, and the full bid tabulation is attached. Staff recommend awarding the contract to Wilcox Electric & Service Inc.

<u>Contractor</u>	<u>Total Bid (Base plus contingency)</u>
Wilcox Electric & Service Inc.	\$ 118,140
Weber Electric Inc.	\$160,050
Wm. Masters Inc.	\$221,200

Contingency is included in the bid and shall be used for unforeseen issues that may arise

during the project. This contingency shall be at the City's sole discretion, and any amount not used during the project shall revert to the City and not be paid to the contractor.

**COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED:** The Request for Bids was released through the City's *OpenGov* portal and advertised in *The Pantagraph* on March 24, 2025.

**FINANCIAL IMPACT:** If approved, the City will enter into an agreement with Wilcox Electric & Service Inc., in the amount of \$118,140. This is a FY 2025 budgeted item. If approved, the agreement for \$118,140 will be paid out of the Sanitary Sewer-Capital Outlay Equipment Other than Office account (51101100-72140). Stakeholders can locate this in the FY 2025 Budget Book titled "Other Funds & Capital Improvement" on pages 101 and 149.

Respectfully submitted for consideration.

Prepared by: Aaron Kinder, Superintendent of Mechanical Maintenance

**ATTACHMENTS:**

[ENG 1B Resolution](#)

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

[ENG 1D Bid Tab](#)

**RESOLUTION NO. 2025 - \_\_\_\_**

**A RESOLUTION AUTHORIZING AN AGREEMENT WITH WILCOX ELECTRIC & SERVICE INC., FOR THE EAGLE CREST EAST PUMP STATION ELECTRICAL REPLACEMENT PROJECT (BID #2025-44), IN THE AMOUNT OF \$118,140**

**WHEREAS**, subject to the provisions of the City Code, City staff are recommending an agreement with Wilcox Electric & Service Inc., be approved for the Eagle Crest East Pump Station Electrical Replacement Project (Exhibit A), in the amount of \$118,140 (“PROJECT”); and

**WHEREAS**, the PROJECT consists of work necessary for the installation of a new generator to maintain power to this site during outages, reducing the risk of sewage backups, creating a more resilient system; and

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

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

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

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

**PASSED** this 28th day of April 2025.

**APPROVED** this \_\_\_\_ day of April 2025.

**CITY OF BLOOMINGTON**

**ATTEST**

\_\_\_\_\_  
Mboka Mwilambwe, Mayor

\_\_\_\_\_  
Leslie Smith-Yocum, City Clerk

## EXHIBIT A

**CITY OF BLOOMINGTON AGREEMENT WITH  
WILCOX ELECTRIC & SERVICE INC.  
FOR  
EAGLE CREST EAST PUMP STATION ELECTRICAL REPLACEMENT**

**THIS AGREEMENT** dated this 28 day of April, 2025, is between the City of Bloomington, IL (hereinafter "CITY") and Wilcox Electric & Service 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 subject to the following procurement initiative by the CITY:

**Bid #2025-44 Eagle Crest East Pump Station Electrical Replacement (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 is subject to bonding requirements.

- i. It is therefore understood that the VENDOR will furnish, at no expense to the CITY, Payment and Performance Bonds to the CITY in the amount of the contract as stated in Exhibit B executed by the VENDOR and at least two sureties as set forth under the Laws of the State of Illinois, as a guarantee that the VENDOR will timely and faithfully perform the work outlined herein.
- ii. Said bond shall be conditioned to save and keep harmless the CITY from any and all claims, demands, losses, suits, costs, expenses, and damages which may be brought, sustained, or recovered against the CITY by reason of any negligence, default, or failure of the said VENDOR in designing, building, constructing, or completing said improvement and its appurtenances, or any part thereof, and that said improvement when constructed shall be free from all defects and remain in good order and condition for one year from its completion and acceptance by the CITY, ordinary wear and tear, and damage resulting

from accident or willful destruction excepted; which bond is attached hereto and made a part hereof.

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

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

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

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

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

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

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

**Section 11. Reuse of Documents.** All documents, including but not limited to, reports, drawings, specifications, and electronic media furnished by VENDOR pursuant to this Agreement are instruments of the VENDOR's services. Nothing herein, however, shall limit the CITY's right to use the documents for municipal purposes, including but not limited to the CITY's right to use documents in an unencumbered manner for purposes

of remediation, remodeling, and/or construction. VENDOR further acknowledges any such documents may be subject to release under the Illinois Freedom of Information Act.

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

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

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

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

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

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

This Agreement 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.
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- (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.

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- 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:**

Wilcox Electric + Services Inc.  
1833 W. Hovsey Ave.  
Normal  
61761

Copy to:

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**If to CITY:**

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

Copy to:

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

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

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

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

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

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

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

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

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

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

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

CITY OF BLOOMINGTON

By: \_\_\_\_\_  
Its City Manager

ATTEST:

By: \_\_\_\_\_  
Its City Clerk

VENDOR

By: \_\_\_\_\_  
Its President

By: \_\_\_\_\_  
Its Secretary

EXHIBIT A  
DESCRIPTION OF SERVICES/WORK PROVIDED

The work of this project is generally described as generator replacement project. The project consists of supplying the labor, equipment, and materials necessary to remove the existing generator and install a new generator as specified herein. Also included are related concrete work, site work, seeding, and other services and items of construction.

EXHIBIT B  
COSTS/FEES

Bid #2025-44 Eagle Crest East Pump Station Electrical Replacement				Weber Electric Inc.		Wilcox Electric & Service Inc.		Wm. Masters Inc,	
Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
1	Inclusive of all work in the specifications, drawings, and any addenda.	1	LS	\$145,500.00	\$145,500.00	\$107,400.00	\$107,400.00	\$201,100.00	\$201,100.00
2	Contingency - 10% of Base Bid - This line item in the base bid shall be used for unforeseen issues which may arise during the project. Use of the Contingency line item shall be at the City sole discretion and must be pre-approved by the City.	1	LS	\$14,550.00	\$14,550.00	\$10,740.00	\$10,740.00	\$20,100.00	\$20,100.00
<b>Total</b>					<b>\$160,050.00</b>		<b>\$118,140.00</b>		<b>\$221,200.00</b>



**CONSENT AGENDA ITEM NO. 7.N.**

**FOR COUNCIL:** April 28, 2025

**WARD IMPACTED:** City-Wide Impact

**SUBJECT:** Consideration and Action on a Resolution Approving an Agreement with CIMCO Refrigeration, Inc., for 2025 Ice Plant Maintenance, in the Amount of \$79,787.05, as requested by the Public Works Department and the Parks & Recreation Department.

**RECOMMENDED MOTION:** The proposed Resolution be approved.

**STRATEGIC PLAN LINK:**

- Goal 1. Financially Sound City Providing Quality Basic Services
- Goal 2. Upgrade City Infrastructure and Facilities
- Goal 5. Great Place - Livable, Sustainable City

**STRATEGIC PLAN SIGNIFICANCE:**

- Objective 1d. City services delivered in the most cost-effective, efficient manner
- Objective 2d. Well-designed, well maintained City facilities emphasizing productivity and customer service
- Objective 5d. Appropriate leisure and recreational opportunities responding to the needs of residents

**BACKGROUND:** If approved, the City will enter into an Agreement with CIMCO Refrigeration, Inc., for the 2025 Ice Plant Maintenance which includes repairs to three Mycom compressors and various other components that maintain ice on both the Arena and Ice Center rinks. CIMCO has been performing the annual maintenance of the ice plant since it was installed in 2005. The 20-year-old equipment requires professional service to keep it operating at peak performance. The Ice Center provides recreational programs for the community and the Arena hosts the Bison Hockey team who are just finishing their inaugural season. Maintaining an efficient, environmentally friendly, and sustainable ice plant is key to the Ice Center and Arena's success. Since the ice plant serves both the Ice Center and Arena, funding is split 50/50 between the facilities.

This agreement will utilize Sourcewell Joint Purchasing Contract #120-320-CIM, exp. 1/08/2026.

**COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED:** Ice Center, Bison Hockey Team, Grossinger Motors Arena, Arts and Entertainment Department, and the Parks and Recreation Department

**FINANCIAL IMPACT:** If approved, the City will enter into an agreement with CIMCO Refrigeration, Inc., for 2025 Ice Plant Maintenance, in the Amount of \$79,787.05. This will be paid out of the following accounts: Arena City-Repair/Maintenance Other account (57107110-70540) for \$39,893.52 and Bloomington Ice Center-Repair/Maintenance Building account (10014160-70510) for \$39,893.53. Stakeholders can locate this funds in the FY 2025 Budget

books titled "Other Funds & Capital Improvement" on page 189 and "Budget Overview & General Fund" on page 216.

Respectfully submitted for consideration.

Prepared by: Josh Ftacek, Facility Maintenance Supervisor

**ATTACHMENTS:**

[PW 4B Resolution](#)

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

[PW 4D Sourcewell Contract #120320](#)

[PW 4E Sourcewell Contract Extension](#)

**RESOLUTION NO. 2025 - \_\_\_\_**

**A RESOLUTION APPROVING AN AGREEMENT WITH CIMCO REFRIGERATION, INC.,  
FOR 2025 ICE PLANT MAINTENANCE, IN THE AMOUNT OF \$79,787.05**

**WHEREAS**, subject to the provisions of the City Code, City staff are recommending an agreement (Exhibit A) with CIMCO Refrigeration, Inc., be approved for the 2025 Ice Plant Maintenance (PROJECT), in the amount not to exceed \$79,787.05; and

**WHEREAS**, the PROJECT consists of work necessary to maintain the Arena and Bloomington Ice Center ice plant equipment; and

**WHEREAS**, the ice plant is 20 years old, and operates nearly 365 days a year; and

**WHEREAS**, this maintenance is required to keep the plant operating at peak performance; and

**WHEREAS**, the Bloomington Ice Center provides recreational programs for the community and the Arena hosts the Bison Hockey team who are just finishing their inaugural year; and

**WHEREAS**, the PROJECT includes repairs to three mycom compressors and various other components of the ice plant; and

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

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

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

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

**PASSED** this 28th day of April 2025.

**APPROVED** this \_\_\_\_ day of April 2025.

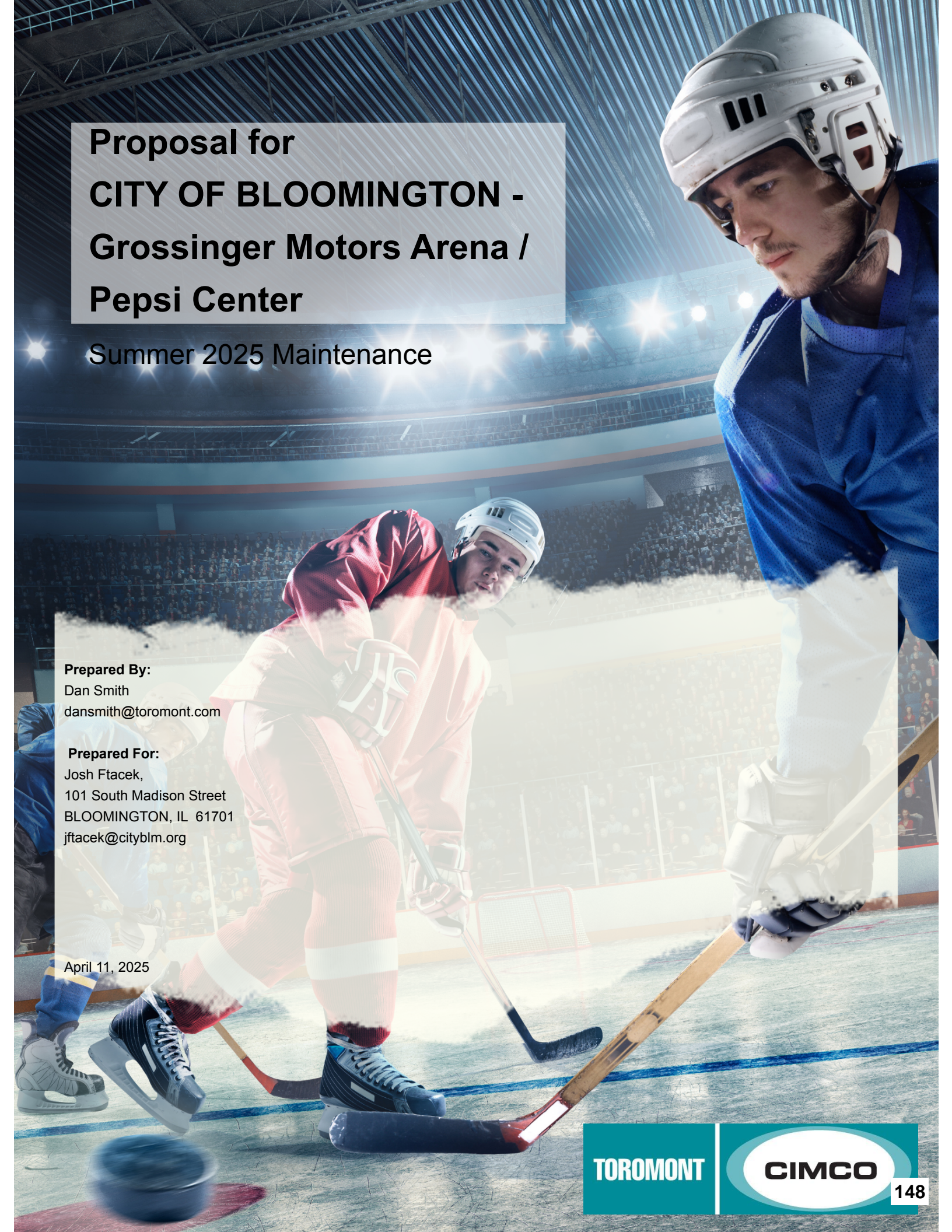
**CITY OF BLOOMINGTON**

**ATTEST**

\_\_\_\_\_  
Mboka Mwilambwe, Mayor

\_\_\_\_\_  
Leslie Smith-Yocum, City Clerk

## EXHIBIT A

The background of the entire page is a photograph of an ice hockey arena. In the foreground, a player in a blue jersey and white helmet is looking down at the ice. In the middle ground, a player in a red jersey and white helmet is in a ready stance. The arena is filled with spectators in the stands, and bright lights illuminate the scene.

# Proposal for CITY OF BLOOMINGTON - Grossinger Motors Arena / Pepsi Center

Summer 2025 Maintenance

**Prepared By:**

Dan Smith  
dansmith@toromont.com

**Prepared For:**

Josh Ftacek,  
101 South Madison Street  
BLOOMINGTON, IL 61701  
jftacek@cityblm.org

April 11, 2025

**TOROMONT**

**CIMCO**

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#### About CIMCO:

CIMCO Refrigeration is North America's largest supplier of thermal solutions, providing full-service capabilities including design, engineering, installation and after-market service. CIMCO operates through 29 locations across Canada and the United States.

CIMCO is pleased to provide pricing for a Summer 2025 Maintenance at CITY OF BLOOMINGTON - Grossinger Motors Arena / Pepsi Center.

## Safety

CIMCO Refrigeration places safety ahead of cost or schedule. As part of this commitment, the team performs a preliminary safety assessment prior to work commencement. CIMCO Refrigeration will ensure adequate safety procedures, PPE and associated cost are accounted for in the services required.

## Scope of Work

Mycom N8WB major overhauls + crankshaft inspection on all three compressors to be completed consecutively.

- Isolate compressors and LOTO system
- Purge residual ammonia in to pail of water (arena is responsible for removal of waste water)

Remove and replace the following parts, using only OEM parts

- Discharge valve plates and springs
- Suction valve plates and spring
- Piston rings
- Compression rings
- Wrist pins
- Connection rod bearings and bushings
- Piston pin lock spring set
- Shaft seal kit
- Drain oil from crankcase
- Open and wipe clean

Crankshaft inspection

\*This will be done on each compressor while the pistons are pulled and shaft seal is pulled

Change lights on MMC panel

- Replacing with all new LED lights

Additional parts provided

- Crankshaft
- Required parts for crankshaft change
  - Thrust Bearing
  - Main Bearing
  - Mechanical Seal Kit

- Service Mechanics will follow all appropriate site specific safety requirements

## Pricing -

**CIMCO Price: \$79,787.05 (Tax Exempt)**

**\*2nd Option - \$70,159.25 - w/o crankshaft and associated parts**

**\*\*Shipping is included**

Prices are valid for 15 days from the date of quotation.

Standard Terms & Conditions apply.

Quoted amounts of \$20,000.00 and over will be invoiced as followed:

- 25% upon acceptance
- 100% upon completion

## Exclusions

- All work required outside of CIMCO regular working hours requested or required by owner.
- Cutting/patching/sealing within building to allow for the passage of piping and conduit.
- Modification or installation of any required bases, pads, stands, seismic or other required supports for equipment
- All costs associated with opening, modifying, and repairing the building to allow for the placement and final operation of the CIMCO supplied equipment or piping.
- Additional refrigerant charge, top up of oil, inhibitors or other fluids.
- All costs associated with faulty isolation valves during pump out.
- Any programming or integration with new or existing control system unless otherwise stated.
- It is understood that CIMCO will use professional care in performing the above services and shall not be liable for failure to other components associated with this work.
- Disposal or abatement of existing refrigerant, water, asbestos, equipment, material, or any other substance not mentioned including any environmental testing or verification that may be required to complete scope of work.
- Any material or work not clearly stated within the scope of work will be the responsibility of the owner.
- Non Destructive Testing (NDT) of welds are excluded unless specifically stated above.

## Purchase Escalations:

Contractor and Owner acknowledge and agree that at the time of execution of this project agreement, it is unknown whether prior estimates for performance of the Work will be impacted by further development of the design, changed market conditions, availability of labor, equipment and/or materials or other conditions which materially differ from those existing at the time prior estimates were received. Contractor agrees to make diligent and best efforts to mitigate any cost or schedule impacts arising out of these changed conditions. However, subject to such mitigation obligations of the Contractor, Owner agrees that Contractor shall be entitled to an equitable adjustment of the Contract Sum and/or, if applicable, the Contract Time due to the following non-exhaustive list of possible events or circumstances: (1) a Subcontractor will not honor its prior estimate, (2) commodity price escalation and/or commodity delivery date impacts due to the length of time between a Subcontractor providing its estimate and subcontract award, (3) general conditions cost impacts due to anticipated completion dates at the time of Subcontractor's estimate differing from completion dates anticipated at time subcontract award, (4) commodity price escalation and/or delivery date impacts due to Subcontractor inability to obtain firm pricing or delivery date commitments from any supplier at or near time of subcontract award; or (5) cost of on-site or off-site material storage capacity to enable early receipt of certain materials when early procurement of such materials can be achieved for avoidance of price escalation or to secure availability so that the project schedule can be maintained.

## Agreement

The information contained in this proposal constitutes the terms between CIMCO Refrigeration Inc. and the client CITY OF BLOOMINGTON - Grossinger Motors Arena / Pepsi Center.

All prices agreed upon will be honored by both parties. Continued services after that time will require a new agreement.

**Billing and Payment Terms.** CIMCO will invoice CITY OF BLOOMINGTON - Grossinger Motors Arena / Pepsi Center as per the terms of this agreement, and CITY OF BLOOMINGTON - Grossinger Motors Arena / Pepsi Center will pay each such invoice within thirty (30) days after the date thereof. Invoices not paid within such thirty (30) day period will accumulate interest as per the terms and conditions of this agreement.

**Authorized Signature:** The undersigned agrees to the terms of this contract on behalf of the organization or business

Signature of Client:

Date:

Name:

Title:

Purchase Order :

## TERMS AND CONDITIONS

SUBJECT TO WRITTEN APPROVAL BY A DULY AUTHORISED OFFICER OF CIMCO REFRIGERATION INC. (THE "VENDOR"), THIS QUOTATION, IF ACCEPTED IN WRITING BY THE PURCHASER, SHALL CONSTITUTE A BINDING CONDITIONAL CONTRACT OF SALE AS OF THE DATE OF THE PURCHASER'S ACCEPTANCE OR AS OF THE DATE OF THE VENDOR'S APPROVAL, WHICHEVER IS LATER. THIS QUOTATION IS INVALID IF NOT ACCEPTED BY THE PURCHASER WITHIN THIRTY DAYS OF THE DATE OF QUOTATION.

### 1. TITLE

(a) The title and ownership to and in the materials, equipment and other goods sold here under (the "goods") shall remain with the Vendor until payment in full of the Contract Price and any additional amounts payable to the Vendor pursuant to sections 2 and 10 of these Terms and Conditions. The Vendor hereby reserves, and the Purchaser hereby grants to the Vendor, a security interest in and to the goods, and the proceeds thereof, to secure the said payment and all of the other obligations of the Purchaser. At the option of the Vendor, the Purchaser will join with the Vendor in executing, in a form satisfactory to the Vendor, one or more financing statements or similar instruments pursuant to any applicable personal property security legislation. The Purchaser hereby authorizes the Vendor to file one or more such statements or instruments signed by the Vendor alone as the secured party. If the goods are to become affixed to real property, the Purchaser represents that a true and correct description of such real property and that the name of the registered owner thereof are as indicated on Page 1 of this Quotation/Contract.

(b) In the event of default by the Purchaser under the terms of payment of this contract, the full amount of the Contract Price, less any payments previously made, shall become due and payable, and the Vendor or its agent shall have the right to enter upon the premises and remove the goods, and to dispose of them as the Vendor may determine. If the proceeds from such disposal, less any related expenses, including but not limited to costs of seizure, removal and sale, and legal costs (including reasonable attorneys' fees and expenses) connected therewith (the "net proceeds"), are not sufficient to cover the amount in default, the Purchaser shall be liable to the Vendor for such deficiency. If the net proceeds exceed the amount in default such excess shall be returned to the Purchaser, and the Vendor shall not be liable further whether in respect of completion, performance, warranty or other contract terms.

(c) The Purchaser hereby waives all rights and claims against the Vendor in the event that the circumstances provided for in section 1 (b) arise, except for the express right of recovery of excess net proceeds as provided in that section.

(d) The Purchaser hereby waives the provisions of any Conditional Sales Act or other applicable legislation which limits the Vendor's rights to seize the security provided for herein, and to sue for any deficiency. The Purchaser expressly confers upon the Vendor the rights to seize and sell the goods and to recover from the Purchaser, by action on the covenant, the principal, interest and other moneys from time to time owing under this contract.

(e) Until the Contract Price has been paid in full, the Purchaser will not sell or agree to sell, or mortgage, charge or dispose of, or intentionally injure the goods or remove them from the place of initial installation.

### 2. PRICE ADJUSTMENTS

(a) The Purchaser shall pay all taxes, duties, levies and other charges assessed against or in respect of the goods, except those taxes, duties, levies and other charges expressly included in the Contract Price.

(b) If any taxes, duties, levies, or other charges shown to be included in the Contract Price are increased subsequent to the Date of Quotation, and increase the Vendor's costs here under, such increase shall be paid by the Purchaser to the Vendor.

(c) The Contract Price quoted herein is based on prices, costs and conditions prevailing at the Date of Quotation. Unless otherwise specified, if the estimated delivery and / or installation date is more than six months from the date of the contract, and if prior to shipment or installation there is an increase in the Vendor's costs due to increases in labor rates, cost of materials, suppliers' prices, foreign exchange, storage charges, or freight rates, such increase shall be paid to the Vendor by the Purchaser.

(d) If delivery or installation is delayed by the Purchaser, or by anyone under the Purchaser's control, for more than two months after the time estimated, any increase in those categories of the Vendor's costs listed in section 2(c) shall be paid to the Vendor by the Purchaser.

(e) All payments by the Purchaser to the Vendor under section 2 shall be in addition to the Contract Price and shall be paid at the time the final payment under the contract is due.

### 3. TARIFFS

The Purchaser accepts full responsibility for the payment of all tariffs in connection with the performance of this agreement

Vendor and Purchaser acknowledge and agree that at the time of execution of this agreement, it is unknown whether prior estimates for performance of the Work will be impacted by the enactment of additional tariffs which materially differ from those existing at the time the original estimates were received. Both Parties acknowledge that:

- i. The Contract Price quoted is based on conditions prevailing at the date of execution of the agreement
- ii. Vendor has not estimated any additional tariffs

iii. Vendor agrees to use its best efforts to mitigate any cost or schedule impacts arising out of the tariffs, and

iv. Vendor will pass tariffs to the Purchaser should they become enacted and are unavoidable Subject to these acknowledgements, if any tariffs are enacted subsequent to the date of execution of the agreement and increase the Vendor's costs, such increase shall be paid by the Purchaser to the Vendor

Purchaser shall indemnify and hold Vendor harmless from any liability and expense by reason of Purchaser's failure to pay such tariffs

### 3. LIABILITY

The Vendor shall not be liable for any losses, injuries, expenses or damages, whether direct, indirect, special, incidental, consequential or punitive, arising out of the goods, or the installation, operation, or failure of operation of the goods or related systems even if caused by the Vendor's negligence.

### 4. DELIVERY AND INSTALLATION

Delivery and installation times and dates are approximate and are subject to extension for delays caused by fire, strike, lockout, labor dispute, civil or military authority, riot, embargo, car shortage, wrecks or delays in transportation, Acts of God, late delivery or non-delivery by the Vendor's suppliers, changes in the scope of the work as provided in section 9 of these Terms and Conditions, or other causes beyond the reasonable control of the Vendor, and the Vendor shall not be liable for any losses or damages resulting from any such causes. Acceptance of the work shall be a waiver by the Purchaser of all claims for damages for delay from any cause whatsoever.

### 5. RESPONSIBILITY AND INSURANCE

(a) In respect of goods sold F.O.B. point of origin, the Vendor shall deliver the goods in good condition to a common carrier or to the Purchaser at the Vendor's shipping point, and thereupon all risks of loss or damage thereto shall pass to the Purchaser.

(b) In respect of goods sold F.O.B. job site or sold with installation, all risks of loss or damage shall pass to the Purchaser upon receipt of the goods at the job site or at the Purchaser's designated delivery point.

(c) The Purchaser shall insure the goods against loss or damage from fire, theft, malicious damage or other causes as and from the time the Purchaser becomes responsible for the goods pursuant to sections 4(a) and 4(b) of these Terms and Conditions. The face value of the insurance policy shall be in an amount not less than the Contract Price. Any loss under such insurance policy shall be made payable to the Vendor as its interest may appear until the Contract Price shall be paid in full.

(d) Upon the request of the Vendor, the Purchaser shall provide an insurance certificate as evidence of the compliance with section 4(c) of these Terms and Conditions.

### 6. COST ESCALATION

Contractor and Owner acknowledge and agree that at the time of execution of this project agreement, it is unknown whether prior estimates for performance of the Work will be impacted by further development of the design, changed market conditions, availability of labor, equipment and/or materials or other conditions which materially differ from those existing at the time prior estimates were received. Contractor agrees to make diligent and best efforts to mitigate any cost or schedule impacts arising out of these changed conditions. However, subject to such mitigation obligations of the Contractor, Owner agrees that Contractor shall be entitled to an equitable adjustment of the Contract Sum and/or, if applicable, the Contract Time due to the following non-exhaustive list of possible events or circumstances: (1) a Subcontractor will not honor its prior estimate, (2) commodity price escalation and/or commodity delivery date impacts due to the length of time between a Subcontractor providing its estimate and subcontract award, (3) general conditions cost impacts due to anticipated completion dates at the time of Subcontractor's estimate differing from completion dates anticipated at time subcontract award, (4) commodity price escalation and/or delivery date impacts due to Subcontractor inability to obtain firm pricing or delivery date commitments from any supplier at or near time of subcontract award; or (5) cost of on-site or off-site material storage capacity to enable early receipt of certain materials when early procurement of such materials can be achieved for avoidance of price escalation or to secure availability so that the project schedule can be maintained.

### 7. TERMS OF PAYMENT

At the discretion of CIMCO, a late charge of 2% per month on all overdue amounts will be assessed on all invoices not paid within 30 days from the date of invoice. In addition, Customer agrees to pay Cimco a reasonable attorney's fee and all costs and expenses incurred in collecting amounts due Cimco hereunder following default by the Customer.

## 8. WARRANTY

UNLESS OTHERWISE SPECIFIED IN THIS QUOTATION/CONTRACT, THE VENDOR WARRANTS THE GOODS AND INSTALLATION SOLD HERE UNDER AGAINST ORIGINAL DEFECTS IN MANUFACTURE AND WORKMANSHIP FOR A PERIOD OF ninety (90) days FROM COMPLETION AS DEFINED IN SECTION 9 OF THESE TERMS AND CONDITIONS. THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, STATUTORY OR OTHERWISE, EXPRESS OR IMPLIED, INCLUDING FOR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE TERMS OF THE VENDOR'S WARRANTY ARE AS FOLLOWS:

- (a) In respect of goods sold without installation, the Vendor's sole liability shall be to repair or replace, at the Vendor's option, F.O.B. point of manufacture, any defective goods or parts thereof.
- (b) In respect of goods sold with installation, the Vendor's sole liability shall be to repair or replace, at the Vendor's option, any defective goods or parts thereof or any defective workmanship. The Vendor shall be responsible for all of its costs in connection therewith other than the out-of-pocket expenses incurred by the Vendor's employees and agents travelling from the Vendor's nearest place of business to the job site and charges for labor performed after normal working hours at the request of the Purchaser, which latter expenses and charges shall be for the account of the Purchaser.
- (c) The Vendor warrants goods not of the Vendor's manufacture only to the extent to which the Vendor is able to enforce a claim for liability against the manufacturer thereof.
- (d) The Purchaser shall promptly give written notice to the Vendor after the discovery of an apparent defect.
- (e) As a condition precedent to any liability by the Vendor here under, the Purchaser shall use, operate and maintain the goods and related systems in a careful, prudent, and reasonable manner, and in conformity with the Vendor's and / or the manufacturers' instructions.
- (f) the foregoing constitutes the purchaser's exclusive remedy and the vendor's sole liability arising out of the design, manufacture, sale, installation, or use of the goods.
- (g) This warranty shall be void if the Purchaser is in default under the terms of payment of this contract.

## 9. CHANGE IN SCOPE OF WORK

If the Purchaser requests a change in the scope of the work under this Quotation/Contract, the Vendor will submit a Contract Revision to the Purchaser which shall set forth the proposed changes in the work, and if the proposed changes result in an addition to or a deduction from the Contract Price, the Contract Revision shall set forth the amount of such addition or deduction. A Contract Revision shall not be binding or enforceable unless accepted in writing by the Purchaser and approved in writing by a duly authorized officer of the Vendor. Upon such acceptance and approval, the Contract Revision shall become part of the contract and, except when in consistent therewith, shall be subject to all its provisions.

## 10. COMPLETION AND ACCEPTANCE OF WORK

- (a) In respect of goods sold without installation, "Completion" shall be deemed to occur when risk of loss of the goods passes to the Purchaser in accordance with section 4 of these Terms and Conditions.
- (b) In respect of goods sold with installation, and unless otherwise defined in this Quotation/Contract, "Completion" shall be deemed to occur when any one of the following events takes place:
  - i. The Purchaser signs an acceptance certificate;
  - ii. The Vendor has installed and, where applicable, successfully tested the installation;
  - iii. The Purchaser commences regular use of the goods correlated systems;
  - iv. An independent expert, mutually acceptable to the Purchaser and the Vendor, certifies that the work has been completed.
- (v) The Vendor shall have the right to subcontract all or any part of the installation work to others;
- (vi) The Vendor shall have the right to start installation immediately after delivery of the Goods to the installation site, and if the start of installation work is delayed beyond 30 days after such delivery, the full amount of the price and all charges hereunder, less any portion thereof separately specified as installation charges, shall at the option of the Vendor become immediately due and payable;
- (vii) Unless requested by the Purchaser and agreed to by the Vendor, no Saturday, Sunday, holiday or other overtime labor will be provided in connection with installation work, and if provided, all premium wage costs incurred shall be added to the invoice as a separate charge to be paid by the the Purchaser
- (c) Nothing in subsections (a) or (b) shall relieve the Vendor from its obligation to honor the warranty provisions contained herein.
- (d) The occurrence of any one of the events described in section 9(b)(i), (iii) and (iv) shall constitute acceptance of the work.

## 11. BONDS

Performance bonds and material and labor payment bonds will be provided by the Vendor upon request. Unless the Contract Price expressly includes the cost of such bonds, the Purchaser, in addition to the Contract Price, shall pay the cost of such bonds to the Vendor at the time of the receipt thereof by the Purchaser.

## 12. MISCELLANEOUS

- (a) This Quotation and any resulting contract shall be governed, enforced and construed in accordance with the laws of the Province/State of IL without regard to that province's/state's rules governing conflict of laws.
- (b) All rights and remedies of the Vendor under this contract and under applicable law shall be cumulative and may be exercised successively or concurrently, in any order, and on more than one occasion. The election by Vendor to exercise one remedy shall not preclude it from thereafter exercising one or more other remedies.
- (c) The Purchaser agrees to pay, in addition to the other amounts payable to Vendor under the contract, all costs and expenses, including reasonable attorneys' fees, incurred by the Vendor in enforcing this contract, exercising its rights here under or collecting or attempting to collect all amounts due the Vendor here under following default by the Purchaser in the payment or performance of its obligations here under, including those incurred in connection with any bankruptcy, insolvency, liquidation, reorganization or similar proceeding involving the Purchaser.
- (d) Any assignment or attempted assignment of this contract, in whole or in part, without the prior written consent of the Vendor shall be void. The Vendor may assign any of its rights, liabilities or obligations arising out of this contract without prior notice to the Purchaser and without the Purchaser's written consent except that the Vendor may not assign its warranty obligations without the Purchaser's written consent.
- (e) If any provision of this contract is unenforceable, such unenforceability shall not affect the remaining terms, which shall be enforced, if the same can be done, without regard to the unenforceable provision.
- (f) The headings to the paragraphs of this contract are provided for ease of reference only and shall not be construed to vary or limit the terms thereof.

**THIS QUOTATION/CONTRACT CONTAINS THE COMPLETE AGREEMENT BETWEEN THE PURCHASER AND THE VENDOR, AND SUPERSEDES ALL PRIOR ORAL OR WRITTEN REPRESENTATIONS, PROMISES, AGREEMENTS OR UNDERSTANDINGS WITH RESPECT TO THE SUBJECT MATTER HEREOF. NO REPRESENTATION, PROMISE, AGREEMENT OR UNDERSTANDING ENTERED INTO OR MADE SUBSEQUENT TO THE DATE OF THE CONTRACT WHICH VARIES OR MODIFIES THE PROVISIONS OF THIS CONTRACT SHALL BE BINDING ON THE VENDOR UNLESS CONVEYED IN WRITING AND EXECUTED BY THE DULY AUTHORISED OFFICER OF THE VENDOR EXECUTING THIS QUOTATION/CONTRACT.**

**Solicitation Number: 120320****CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and CIMCO Refrigeration, a Division of Toromont Industries Ltd., 65 Villiers Street, Toronto, ON M5A 3S1 (Vendor).

Sourcewell is a State of Minnesota local government agency and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Ice Rink and Arena Equipment with Related Supplies and Services from which Vendor was awarded a contract.

Vendor desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

**1. TERM OF CONTRACT**

- A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.
- B. **EXPIRATION DATE AND EXTENSION.** This Contract expires January 8, 2025, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended up to one additional one-year period upon request of Sourcewell and with written agreement by Vendor.
- C. **SURVIVAL OF TERMS.** Articles 11 through 14 survive the expiration or cancellation of this Contract.

**2. EQUIPMENT, PRODUCTS, OR SERVICES**

- A. **EQUIPMENT, PRODUCTS, OR SERVICES.** Vendor will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Vendor's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new/current model. Vendor may offer close-out or refurbished Equipment or Products if they are clearly indicated in Vendor's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. **WARRANTY.** Vendor warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Vendor warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Vendor's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that is effective past the expiration of the Vendor's warranty will be passed on to the Participating Entity.

C. **DEALERS, DISTRIBUTORS, AND/OR RESELLERS.** Upon Contract execution, Vendor will make available to Sourcewell a means to validate or authenticate Vendor's authorized dealers, distributors, and/or resellers relative to the Equipment, Products, and Services related to this Contract. This list may be updated from time-to-time and is incorporated into this Contract by reference. It is the Vendor's responsibility to ensure Sourcewell receives the most current version of this list.

### **3. PRICING**

All Equipment, Products, or Services under this Contract will be priced as stated in Vendor's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. **SHIPPING AND SHIPPING COSTS.** All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Vendor must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable

time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery.

Vendor must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcwell may declare the Vendor in breach of this Contract if the Vendor intentionally delivers substandard or inferior Equipment or Products. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Vendor as soon as possible and the Vendor will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

B. SALES TAX. Each Participating Entity is responsible for supplying the Vendor with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Vendor may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Vendor determines it will offer Hot List Pricing, it must be submitted electronically to Sourcwell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcwell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

#### **4. PRODUCT AND PRICING CHANGE REQUESTS**

Vendor may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcwell Price and Product Change Request Form to the assigned Sourcwell Contract Administrator. This form is available from the assigned Sourcwell Contract Administrator. At a minimum, the request must:

- Identify the applicable Sourcwell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing

restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Request Form will become an amendment to this Contract and be incorporated by reference.

## **5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS**

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Vendor understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Vendor is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Vendor's employees may be required to perform work at government-owned facilities, including schools. Vendor's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

## **6. PARTICIPATING ENTITY USE AND PURCHASING**

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Vendor that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Vendor. Typically, a Participating Entity will issue an order directly to Vendor. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration of this Contract; however, Vendor performance, Participating Entity payment, and any applicable warranty periods or other Vendor or Participating Entity obligations may extend beyond the term of this Contract.

Vendor's acceptable forms of payment are included in Attachment A. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. **ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM.** Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Vendor, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum; the terms of which will be worked out directly between the Participating Entity and the Vendor. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. **SPECIALIZED SERVICE REQUIREMENTS.** In the event that the Participating Entity requires service or specialized performance requirements (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements) not addressed in this Contract, the Participating Entity and the Vendor may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. **TERMINATION OF ORDERS.** Participating Entities may terminate an order, in whole or in part, immediately upon notice to Vendor in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the goods to be purchased;
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements; or
3. Vendor commits any material breach of this Contract or the additional terms agreed to between the Vendor and a Participating Entity.

E. **GOVERNING LAW AND VENUE.** The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

## **7. CUSTOMER SERVICE**

A. **PRIMARY ACCOUNT REPRESENTATIVE.** Vendor will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.

B. BUSINESS REVIEWS. Vendor must perform a minimum of one business review with Sourcwell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, supply issues, customer issues, and any other necessary information.

#### **8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT**

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Vendor must provide a contract sales activity report (Report) to the Sourcwell Contract Administrator assigned to this Contract. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Vendor must submit a report indicating no sales were made).

The Report must contain the following fields:

- Customer Name (e.g., City of Staples Highway Department);
- Customer Physical Street Address;
- Customer City;
- Customer State/Province;
- Customer Zip Code;
- Customer Contact Name;
- Customer Contact Email Address;
- Customer Contact Telephone Number;
- Sourcwell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcwell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Vendor.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcwell, the Vendor will pay an administrative fee to Sourcwell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Vendor may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Vendor will submit payment to Sourcwell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Vendor's name and Sourcwell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcwell's banking institution per Sourcwell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Vendor agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Vendor is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Vendor in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

## **9. AUTHORIZED REPRESENTATIVE**

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Vendor's Authorized Representative is the person named in the Vendor's Proposal. If Vendor's Authorized Representative changes at any time during this Contract, Vendor must promptly notify Sourcewell in writing.

## **10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE**

A. **AUDIT.** Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant this Agreement are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. **ASSIGNMENT.** Neither the Vendor nor Sourcewell may assign or transfer any rights or obligations under this Contract without the prior consent of the parties and a fully executed assignment agreement. Such consent will not be unreasonably withheld.

C. **AMENDMENTS.** Any amendment to this Contract must be in writing and will not be effective until it has been fully executed by the parties.

D. **WAIVER.** If either party fails to enforce any provision of this Contract, that failure does not waive the provision or the right to enforce it.

E. **CONTRACT COMPLETE.** This Contract contains all negotiations and agreements between Sourcewell and Vendor. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22, the terms of Articles 1-22 will govern.

F. **RELATIONSHIP OF THE PARTIES.** The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their

respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

## 11. LIABILITY

Vendor must indemnify, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees, arising out of the performance of this Contract by the Vendor or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications.

## 12. GOVERNMENT DATA PRACTICES

Vendor and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Vendor under this Contract.

If the Vendor receives a request to release the data referred to in this article, the Vendor must immediately notify Sourcewell and Sourcewell will assist with how the Vendor should respond to the request.

## 13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

### A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:
  - a. Sourcewell grants to Vendor a royalty-free, worldwide, non-exclusive right and license to use the Trademark(s) provided to Vendor by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Vendor.
  - b. Vendor grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Vendor's Trademarks in advertising and promotional materials for the purpose of marketing Vendor's relationship with Sourcewell.
2. *Limited Right of Sublicense.* The right and license granted herein includes a limited right of each party to grant sublicenses to its and their respective distributors, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

3. *Use; Quality Control.*

- a. Sourcewell must not alter Vendor's Trademarks from the form provided by Vendor and must comply with Vendor's removal requests as to specific uses of its trademarks or logos.
- b. Vendor must not alter Sourcewell's Trademarks from the form provided by Sourcewell and must comply with Sourcewell's removal requests as to specific uses of its trademarks or logos.
- c. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's Trademarks only in good faith and in a dignified manner consistent with such party's use of the Trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. As applicable, Vendor agrees to indemnify and hold harmless Sourcewell and its Participating Entities against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Participating Entities by any person on account of the use of any Equipment or Products by Sourcewell or its Participating Entities supplied by Vendor in violation of applicable patent or copyright laws.

5. *Termination.* Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of vendors which may be used until the next printing). Vendor must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

B. **PUBLICITY.** Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Vendor individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. **MARKETING.** Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Materials should be sent to the Sourcewell Contract Administrator assigned to this Contract.

D. **ENDORSEMENT.** The Vendor must not claim that Sourcewell endorses its Equipment, Products, or Services.

#### **14. GOVERNING LAW, JURISDICTION, AND VENUE**

Minnesota law governs this Contract. Venue for all legal proceedings out of this Contract, or its breach, must be in the appropriate state court in Todd County or federal court in Fergus Falls, Minnesota.

## 15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

## 16. SEVERABILITY

If any provision of this Contract is found to be illegal, unenforceable, or void then both Sourcewell and Vendor will be relieved of all obligations arising under such provisions. If the remainder of this Contract is capable of performance, it will not be affected by such declaration or finding and must be fully performed.

## 17. PERFORMANCE, DEFAULT, AND REMEDIES

A. **PERFORMANCE.** During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Vendor will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Vendor may escalate the resolution of the issue to a higher level of management. The Vendor will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Vendor must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Vendor fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed will be borne by the Vendor.

B. **DEFAULT AND REMEDIES.** Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

Written notice of default and a reasonable opportunity to cure must be issued by the party claiming default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

## 18. INSURANCE

A. REQUIREMENTS. At its own expense, Vendor must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*

Workers' Compensation: As required by any applicable law or regulation.

Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:

- \$500,000 each accident for bodily injury by accident
- \$500,000 policy limit for bodily injury by disease
- \$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Vendor will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:

- \$1,000,000 each occurrence Bodily Injury and Property Damage
- \$1,000,000 Personal and Advertising Injury
- \$2,000,000 aggregate for Products-Completed operations
- \$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Vendor will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:

- \$1,000,000 each accident, combined single limit

4. *Umbrella Insurance*. During the term of this Contract, Vendor will maintain umbrella coverage over Workers' Compensation, Commercial General Liability, and Commercial Automobile.

Minimum Limits:  
\$2,000,000

5. *Professional/Technical, Errors and Omissions, and/or Miscellaneous Professional Liability*. During the term of this Contract, Vendor will maintain coverage for all claims the Vendor may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to Vendor's professional services required under this Contract.

Minimum Limits:  
\$2,000,000 per claim or event  
\$2,000,000 – annual aggregate

6. *Network Security and Privacy Liability Insurance*. During the term of this Contract, Vendor will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Vendor's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:  
\$2,000,000 per occurrence  
\$2,000,000 annual aggregate

Failure of Vendor to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Vendor must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Contract Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Vendor to provide certificates of insurance, in no way limits or relieves Vendor of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Vendor agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Vendor's commercial

general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Vendor, and products and completed operations of Vendor. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. **WAIVER OF SUBROGATION.** Vendor waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Vendor or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Vendor or its subcontractors. Where permitted by law, Vendor must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. **UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION.** The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

## **19. COMPLIANCE**

A. **LAWS AND REGULATIONS.** All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. **LICENSES.** Vendor must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Vendor conducts with Sourcewell and Participating Entities.

## **20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION**

Vendor certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Vendor declares bankruptcy, Vendor must immediately notify Sourcewell in writing.

Vendor certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Vendor further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

## **21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS**

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may also require additional requirements based on specific funding specifications. Within this Article, all references to “federal” should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Vendor’s Equipment, Products, or Services with United States federal funds.

A. **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 C.F.R. § 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” The equal opportunity clause is incorporated herein by reference.

B. **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report

all suspected or reported violations to the federal awarding agency. Vendor must be in compliance with all applicable Davis-Bacon Act provisions.

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of \$150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Vendor certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R.

§180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Vendor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Vendors must file any required certifications. Vendors must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Vendors must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Vendors must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Vendor must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Vendor further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Vendor must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Vendor must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Vendor agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Vendor that are directly pertinent to Vendor’s discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Vendor’s personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

**22. CANCELLATION**

Sourcewell or Vendor may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Vendor's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcewell

CIMCO Refrigeration, a Division of Toromont Industries Ltd.

DocuSigned by:  
*Jeremy Schwartz*  
By: C0FD2A139D06489...  
Jeremy Schwartz  
Title: Director of Operations & Procurement/CPO

DocuSigned by:  
*Dan Stephen*  
By: 625048BA6D9D442...  
Dan Stephen  
Title: Director of Finance

Date: 1/6/2021 | 1:41 PM CST

Date: 1/7/2021 | 3:04 PM CST

Approved:

DocuSigned by:  
*Chad Coquette*  
By: 7E42B8F817A64CC...  
Chad Coquette  
Title: Executive Director/CEO

Date: 1/7/2021 | 3:06 PM CST

# RFP 120320 - Ice Rink and Arena Equipment with Related Supplies and Services

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## Vendor Details

Company Name: CIMCO Refrigeration, A Division of Toromont Industries  
Does your company conduct business under any other name? If yes, please state: -- SELECT --  
Address: 300-110 Gladstone Cres.  
Saskatoon, Saskatchewan S7P0C7  
Contact: Bashar Naser  
Email: bnaser@toromont.com  
Phone: 306-933-0566  
Fax: 306-203-2886  
HST#: 892135443RT0003

## Submission Details

Created On: Thursday November 12, 2020 13:23:52  
Submitted On: Wednesday December 02, 2020 15:58:59  
Submitted By: Bashar Naser  
Email: bnaser@toromont.com  
Transaction #: 823e54cb-7c10-41f6-bf14-fa7d34a750f9  
Submitter's IP Address: 207.164.17.31

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## Specifications

**Table 1: Proposer Identity & Authorized Representatives**

**General Instructions** (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Please do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; mark "NA" if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *
1	Proposer Legal Name (and applicable d/b/a, if any):	CIMCO Refrigeration, a Division of Toromont Industries Ltd.
2	Proposer Address:	65 Villiers Street, Toronto, ON M5A 3S1
3	Proposer website address:	www.cimcorefrigeration.com
4	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Dan Stephen, Director of Finance 65 Villiers Street, Toronto, ON M5A 3S1 416-465-7581
5	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Bashar Naser, Branch Manager, bnaser@toromont.com, 306-933-0566
6	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	David Fauser, 416-465-7581, dfauser@toromont.com Brad Wilkins, 519-852-8777, bwilkins@toromont.com

**Table 2: Company Information and Financial Strength**

Line Item	Question	Response *
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7	<p>Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.</p>	<p>CIMCO Refrigeration is one of North America's largest and leading industrial refrigeration engineering, installation and service companies. Our primary focus is on recreational refrigeration including artificial ice rinks and skating surfaces as well as industrial refrigeration systems focused on the food, dairy, beverage, cold storage and distribution industries. Our name and brand is well recognized and received by most major users of refrigeration services and we have an excellent reputation for quality and performance.</p> <p>Canadian Ice Machine Co. Ltd. (the forerunner of CIMCO) was originally founded in 1913 as a Limited Corporation. We changed our name to CIMCO Limited in 1967. In 1969 CIMCO was purchased by Toromont Industries Ltd., a public Canadian company with shares trading on the T.S.E.</p> <p>CIMCO Refrigeration maintains its Head Office and main manufacturing plant in Toronto, Ontario. In addition to its Head Office, CIMCO maintains sales and service offices in major cities across North America. Secondary assembly plants are located in Dartmouth, Nova Scotia, Edmonton, Alberta and Mobile Alabama.</p> <p>Today, CIMCO employs over 1100 people in various key locations across North America and around the world. CIMCO Refrigeration is a market leader in the design, engineering, fabrication, installation and servicing of industrial and recreational refrigeration systems.</p> <p>Our Core Values</p> <ul style="list-style-type: none"> <li>- Adaptability</li> <li>- Determination</li> <li>- Empathy</li> <li>- Ethical</li> </ul> <p>Core Purpose: To Enhance Quality of Life  Mission: Provide peace of mind to industrial, recreational, and commercial markets with controlled environments by designing, building, installing, and servicing thermal solutions  CIMCO has installed approx. 50% of all of the ice rinks in the world.</p> <p>Created by our employees, the CIMCO organizational guiding principles define what we believe CIMCO should be and what we should stand for. Our success depends on understanding our customers' point of view and leveraging our core competencies to serve their needs. As we look towards the future, the organization must embrace these values and use them as a beacon to achieve our vision.</p> <p>CIMCO designs, builds, and services thermal solutions. Our core customer segments include food and beverage manufacturing, cold storage distribution centres, ice rinks and commercial buildings. The solutions that CIMCO provides are often mission critical to the success of their operation. Our customers turn to us when they have an operational problem, are considering a business expansion, or require assistance to maintain system reliability. Typically, the solutions and products that CIMCO offers are technical and customized. They require specific industry knowledge to ensure the right solution meets the customer needs.</p> <p>CIMCO has the largest pool of service technician and sales staff distributed in key locations throughout North America. This is unique to our industry and allows CIMCO to offer national agreements leading to consistent service to organizations with multiple plant locations.</p> <p>In the Canadian market our breadth and depth of available resources and technical expertise is unparalleled. CIMCO's record of accomplishment and established relationships makes CIMCO the industry leader and the first choice for large, complex, and time sensitive projects. This reduces the risk for our clients by delivering a quality reliable solution that we stand behind.</p> <p>As the industry leader, CIMCO capitalizes on our buying power with industry OEM's. This provides CIMCO with a competitive buying advantage that we could pass on to our customers. In addition to better pricing, the customer has access to improved deliveries, unique products, and post-sales support.</p>
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8	What are your company's expectations in the event of an award?	We would expect that our customers would have a method to purchase from CIMCO without the requirements of going through the traditional tendering process.	*
9	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	See attached 2019 Financial report	*
10	What is your US market share for the solutions that you are proposing?	CIMCO currently provides service to approx 10% of the US market and installs new systems for retrofits/new builds to 27.8% of the market.	*
11	What is your Canadian market share for the solutions that you are proposing?	In Canada, CIMCO provides service to 78.9% of all municipalities and successfully wins 73.6% of all new installs/retrofits in the municipal ice rink market.	*
12	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No	*
13	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	Service provider and Manufacturer using employee's as it's own sales and service force.	*
14	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	Master Business License - 970762282	*
15	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	None	*

**Table 3: Industry Recognition & Marketplace Success**

Line Item	Question	Response *	
16	Describe any relevant industry awards or recognition that your company has received in the past five years	CIMCO has been awarded various environmental awards for the success installations of our heat recovery systems.	*
17	What percentage of your sales are to the governmental sector in the past three years	42% of CIMCO revenue comes from the municipal or government sector	*
18	What percentage of your sales are to the education sector in the past three years	Less than 2%	*
19	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	CIMCO has hundreds of municipal multiplant purchasing agreements including with Canada's largest cities. - Vancouver/Calgary/Winnipeg/London/Ottawa/Toronto/Montreal/Halifax etc.	*
20	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	We do not have any.	*

**Table 4: References/Testimonials**

Line Item 21. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
City of Winnipeg, MB	Todd McDonald	204-226-2093	*
Yellowhead County, AB	Crystal McNemie	780-723-4800	*
City of Warman, SK	Tim Doell	306-933-2210	*

**Table 5: Top Five Government or Education Customers**

Line Item 22. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
City of Toronto	Government	ON - Ontario	Design, construction, installation, service, automation	\$100-\$1,500,000	\$7,763,214	*
City of Vancouver	Government	BC - British Columbia	Design, construction, installation, service, automation	\$100-\$1,500,000	\$1,729,848	*
City of Halifax	Government	NS - Nova Scotia	Design, construction, installation, service, automation	\$100-\$1,500,000	\$1,940,709	*
City of Ottawa	Government	ON - Ontario	Design, construction, installation, service, automation	\$100-\$1,500,000	\$5,035,059	*
City of Calgary	Government	AB - Alberta	Design, construction, installation, service, automation	\$100-\$1,500,000	\$1,169,817	*

**Table 6: Ability to Sell and Deliver Service**

Describe your company's capability to meet the needs of Sourcwell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *
23	Sales force.	CIMCO has a large employed sales forces of 147 reps/25 managers. Nearly all CIMCO reps come from a mechanical, engineering, or business background.
24	Dealer network or other distribution methods.	CIMCO currently reaches our customers through the following methods: Dispatch - Each CIMCO branch has an onsite dispatcher who responds to customer requests and organizes service response. Service Technicians - On-site customer facing service technicians identify and recommend services to maintain system reliability. Direct Sales Manufacturing - Supply of CIMCO manufactured products direct to market. Marketing - To raise awareness among customers about products and services. CIMCO markets to customers through website, social media, white papers, email, magazine advertising, and tradeshow. Installation Team - Includes all staff associated with the delivery of solution post-sale. Direct Sales Force - CIMCO has a direct sales force that is involved in identifying needs, developing solutions, and managing of the business relationship. Account Managers and Sales Engineers must be highly knowledgeable about our offerings to meet buyer needs. CIMCO segments the sales force by customer segment and by offering to effectively deliver the value proposition.
25	Service force.	CIMCO has 27 branch locations across North America with over 300 active and fully employed refrigeration mechanics
26	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	Demand Service: Employed dispatchers with 24/7/365 service with a 2 hour response time within a reasonable amount of time from any CIMCO office within North America.  Service agreements - hundreds of service agreements customized for our customer needs.
27	Describe your ability and willingness to provide your products and services to Sourcwell participating entities in the United States.	CIMCO has 60% of the US covered with both sales and service capabilities.
28	Describe your ability and willingness to provide your products and services to Sourcwell participating entities in Canada.	CIMCO has 100% market coverage in Canada with both sales and service.
29	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	We are only located in North America however we are able to supply and install systems worldwide.
30	Identify any Sourcwell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	No we are not restricted by other contracts
31	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	We would be unable to provide a reasonable value proposition to these areas for service. However, we could supply and install new/retro systems or material.

**Table 7: Marketing Plan**

Line Item	Question	Response *
32	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	Strategy: 1. Promote on website 2. Promote through business cases (successful jobs using Sourcewell) 3. Through our network of 147 CIMCO employed sales reps 4. Presentations @ municipal associations 5. Educate our vendor partners to educate customers 6. On marketing details 7. Webinars (avg. 400 municipalities per) 8. Through partner associations such as Enerlife 9. Editorials in association publications 10. Blog posts on website and social media 11. Internal communications
33	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	CIMCO uses the following: ZOHO marketing hub ZOHO CRM (15,000 active accounts) Marketing automation ZOHO Social - linkedin, facebook Panda Doc for proposal generation
34	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	We would look to joint marketing through 1. educating sales force 2. joint business cases 3. Webinars 4. pre written content for proposal generation
35	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	We do not currently have a e-procurement process. It is however currently underdevelopment

**Table 8: Value-Added Attributes**

Line Item	Question	Response *
36	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	CIMCO provides custom site-specific staff training on the basic operation of all major equipment located on site. CIMCO will work with the Sourcewell Member to develop a quality-training program based on manufacturer recommendations, to promote operator safety, to increase operating efficiency, to reduce energy consumption, to extend life expectancy of refrigeration plant and equipment, to provide public and ice user safety, to reduce liability, and to provide a means of accumulating equipment history. The qualified service mechanic will carry out the onsite training upon request by the Sourcewell Members. In the event the Sourcewell Member requires custom training to assist with staff securing a refrigeration ticket CIMCO has the ability and experience to provide this additional training as requested. Training Occurrence: As Requested Who Provide Training: Qualified Service Mechanic Costs: Invoiced Hourly
37	Describe any technological advances that your proposed products or services offer.	CIMCO offers a wide range of natural refrigeration packages that focus on efficiency, reliability and safety. From ultra-economical ice systems to environmentally friendly alternatives to fully integrated thermal solutions, CIMCO offers a wide range of Recreational Ice Solutions designed to meet and exceed the requirements of any arena facility. CIMCO solutions feature distinct cooling layouts, control simplicity, floor design and effective engineering – all brought together to ensure a reliable, low maintenance system. Eco Chill System: ECO CHILL capitalizes on the science of thermal dynamics to maximize building efficiency without compromising ice quality. With a deep commitment to the environment and a focus on keeping costs down, ECO CHILL technology works to ensure that future generations can continue to play the sports we all love. SMART Charge System: mart Charge makes life easier for arena operators by providing data at their fingertips, enabling them to monitor and manage arena conditions on demand. And in terms of safety, the self-contained refrigerant provides the lowest charge available in the industry. Smart Charge is a smart choice for any new build or retrofit.

38	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	Sustainable solutions are in the best interest of all stakeholders in ice rink industry. CIMCO prides itself by offering sustainable natural refrigerant solutions to the Sourcewell Members and ensures compliance with Corporate Social Responsibility. Moving forward, as GWP values continue to decrease due to phase downs and energy efficiency demands increase, CIMCO will focus on pushing the envelope to improve refrigeration designs that allow for the lowest possible charge and technologies with the best cost/performance using natural refrigerants. CIMCO ECO CHILL® is an industry-leading solution for ice rinks that takes you one-step closer to a greener future while ensuring the best quality ice and user satisfaction. It allows you to re-purpose the energy removed from your ice sheet during operation and apply that energy to wherever you need heat within the building. By utilizing 100% heat recovery from the refrigeration system, it decreases your arena's energy consumption and lowers greenhouse gas emissions. Moreover, the Eco Chill system has the benefit of reduced refrigerant charge and leaks. Its modular nature allows the designer to choose those components that best match the needs of your facility - be that of a new design or retrofit. Green Initiative Products: Eco Chill System SMART System SMART Hub IRC Refrigeration Controller	*
39	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	CIMCO has received grant-funding offset the incremental cost difference between the standard option and the more efficient SMART Product. The ROI for the upgrade difference is 1 to 2 years.  Energy Efficient CIMCO Products: SMART Compressor – 15% Savings SMART Turn Chiller – 5% Savings SMART Hub IRC Controller – 15 to 20% Savings SMART Dry 2.0 Dehumidifier – 15 to 20% Savings  Green Net Zero CIMCO Products: SMART Heat – 60 to 80k Savings Annually Doucette Desuperheater – 30 to 40k Savings Annually Fre Heater – 5 to 10k Savings Annually	*
40	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	We are a publicly traded company on the TSX	*
41	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	Our company provides unique buying power to customer to reach out to refrigeration suppliers internationally. Our geographic coverage in North America is the largest of any contractor in the refrigeration industry. CIMCO's solutions are unique in our industry as we provide full turnkey systems utilizing the latest automation technology and integrated heat recovery. Our goal is to provide the customer with the system that provides the lowest total cost of ownership over the life of the system.	*

**Table 9: Warranty**

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *
42	Do your warranties cover all products, parts, and labor?	Cimco warrants to the Customer that all Goods of Cimco's manufacture will be free from defects in materials and workmanship for a period of ninety (90) days (service) or one year (projects) from (i) the date of shipment in the case of Goods not installed by Cimco and (ii) the date of completion
43	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	This warranty shall not apply to any Goods which, in the opinion of Cimco, have been subject to misuse, neglect, accident, alteration or improper installation by anyone other than Cimco. This warranty is extended only to the Customer and is not transferable. Cimco shall not be liable in contract or otherwise for any loss, damage, expense or injury of any kind, arising out of or in connection with the installation, use or failure of the Goods, or any defect therein, even if caused by the negligence of Cimco, its employees, agents or representatives. In no event shall Cimco be liable for any direct, indirect, special or consequential damages of any kind whatsoever.
44	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Expenses for technician's travel time and mileage are not covered
45	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcwell participating entities in these regions be provided service for warranty repair?	No, we are able to provide coverage in all regions.
46	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	In the case of Goods installed by Cimco. Goods which are not of Cimco's manufacture will carry the warranty (if any) provided by the original supplier or manufacturer, and any warranty by Cimco in respect thereof is expressly excluded.
47	What are your proposed exchange and return programs and policies?	Thirty (30) day exchange on all unopened parts in original packaging subject to a 25% restocking fee.
48	Describe any service contract options for the items included in your proposal.	CIMCO Care extended warranty plans are available as an option for up to 5 year coverage period after commissioning of new equipment.

**Table 10: Payment Terms and Financing Options**

Line Item	Question	Response *
49	What are your payment terms (e.g., net 10, net 30)?	net 45 days
50	Do you provide leasing or financing options, especially those options that schools and governmental entities may need to use in order to make certain acquisitions?	No
51	Briefly describe your proposed order process. Include enough detail to support your ability to report quarterly sales to Sourcwell as described in the Contract template. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the Sourcwell participating entities' purchase orders.	Each account has a dedicated Account Manager, the customer can call or email their local CIMCO branch and they will be put in touch with the appropriate Account Manager. The Account Manager will take the customer's order and input through our CRM for customer approval. Customer approved order electronically through Zoho with appropriate PO number. A job number is then opened through our SAP enterprise software, all labour, material, and equipment costs are then entered into SAP and all invoicing to the customer is done through SAP. We can generate reports through the CRM as required.
52	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcwell participating entities for using this process?	No we do not offer P-card procurement

**Table 11: Pricing and Delivery**

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcwell Price and Product Change Request Form.

Line Item	Question	Response *
53	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcwell discounted price) on all of the items that you want Sourcwell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	Our pricing structure is centered around three areas that best serve customers: -Engineering Services -Refrigeration Mechanic Services -Manufactured Products  See Price Manual attached for more information.
54	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	Pricing discounts are offered to Sourcwell members for list pricing for the following: -Engineering Service - % Discount -Refrigeration Mechanic Service - % Discount -Refrigeration Product - % Discount  Refer to Price Manual attached for more information.
55	Describe any quantity or volume discounts or rebate programs that you offer.	Discounts offered are based on complete solution implementation such as a design-build system installation or a customer support agreement for a complete system maintenance plan.
56	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	For Non-standard options, our dedicated Account Managers work to find the customer needs then work internally with our procurement team to source the best price across all our international suppliers, the Account Manager then puts together a quote to present to the customer.
57	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	Any cost, material, or service not offered with our standard product, including but not limited to: freight, installation, commissioning, electrical, insulation, structural, civil, engineering.
58	If freight, delivery, or shipping is an additional cost to the Sourcwell participating entity, describe in detail the complete freight, shipping, and delivery program.	CIMCO utilizes dedicated logistics staff to coordinate deliveries across North America and will be priced according to customer location and urgency.
59	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	CIMCO utilizes dedicated logistics staff to coordinate deliveries across North America and will be priced according to customer location and urgency.
60	Describe any unique distribution and/or delivery methods or options offered in your proposal.	We maintain a National Parts Centre which keeps 2M worth of inventory of all the commonly used parts for ice rink refrigeration systems. That means that we don't have to rely on the manufacturer's long lead times but can provide parts within less than 24 hours anywhere in North America.

**Table 12: Pricing Offered**

Line Item	The Pricing Offered in this Proposal is: *	Comments
61	c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	

**Table 13: Audit and Administrative Fee**

Line Item	Question	Response *
62	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell.	CIMCO Account Manager will transmit Sourcewell specific sales as such through our CRM. This is then managed through our account department using SAP to ensure the fees are remitted to Sourcewell. We would perform a quarterly review for the contracts. Audit process is internal, any external audit fees are not included.
63	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	2%

**Table 14A: Depth and Breadth of Offered Equipment Products and Services**

Line Item	Question	Response *
64	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	See attached Product Brochure for more details.
65	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	Non-applicable

**Table 14B: Depth and Breadth of Offered Equipment Products and Services**

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments
66	Ice resurfacers and edgers	<input type="radio"/> Yes <input checked="" type="radio"/> No	Not applicable
67	Dasher boards and rink dividers	<input type="radio"/> Yes <input checked="" type="radio"/> No	Not applicable
68	Ice rink and arena equipment and supplies	<input checked="" type="radio"/> Yes <input type="radio"/> No	Refrigeration equipment
69	Ice rink and arena structural or mechanical equipment (HVAC, etc.)	<input checked="" type="radio"/> Yes <input type="radio"/> No	Refrigeration equipment, no structural
70	Ice rink and arena related services	<input checked="" type="radio"/> Yes <input type="radio"/> No	Refrigeration equipment engineering design, installation & service

**Table 15: Industry Specific Questions**

Line Item	Question	Response *
71	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	CIMCO Refrigeration is committed to helping our customers by using our SAP system to gather intelligent enterprise data for an era where every experience matters. We're fostering a cloud-based world that delivers competitive outcomes with tremendous speed, agility, and efficiency. Our collaboration with a globally expanding partner ecosystem is providing the tools and standards customers need to be successful, including services that provide clear advice, deliver 24x7 support, and accelerate projects with less risk.
72	Describe how your proposed equipment, products, or services impact the indoor air quality of an ice rink or arena.	We have products and services that monitor and impact indoor air quality for the arena.
73	Describe how your proposed equipment, products, or services comply with any applicable environmental regulations.	Government regulations in the US and Canada are heavily targeting chemicals, including refrigerants, which are harmful to the environment. Specifically refrigerants with ODP properties have been phased out and currently refrigerants with high global warming potential are targeted through the regulation. We offer products with low GWP natural refrigerants such as ammonia and CO2 that the owner can install with confidence knowing that their system is sustainable for many years into the future and will not be impacted by environmental regulations.
74	Describe your product attributes and advancements in regard to product safety, longevity and lifecycle costs.	Our Smart products are designed with real time internal monitoring capabilities to inform the owner of any deviation in the operation of the equipment to perform maintenance and prevent major unplanned breakdowns.

**Table 16: Exceptions to Terms, Conditions, or Specifications Form**

**Line Item 75. NOTICE:** To identify any exception, or to request any modification, to the Sourcwell template Contract terms, conditions, or specifications, a Proposer must submit the exception or requested modification on the **Exceptions to Terms, Conditions, or Specifications Form** immediately below. The contract section, the specific text addressed by the exception or requested modification, and the proposed modification must be identified in detail. Proposer's exceptions and proposed modifications are subject to review and approval of Sourcwell and will not automatically be included in the contract.

Contract Section	Term, Condition, or Specification	Exception or Proposed Modification

## Documents

### Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
2. Documents should NOT have a security password, as Sourcwell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcwell.
3. Sourcwell may reject any response where any document(s) cannot be opened and viewed by Sourcwell.
4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."
  - [Financial Strength and Stability](#) - Toromont 2019 Annual report.pdf - Tuesday November 17, 2020 10:23:25
  - [Marketing Plan/Samples](#) - Sourcwell Product Brochures.pdf - Monday November 30, 2020 16:53:10
  - WMBE/MBE/SBE or Related Certificates (optional)
  - Warranty Information (optional)
  - [Pricing](#) - Sourcwell Price Manual (for submission).pdf - Wednesday December 02, 2020 15:58:39
  - Additional Document (optional)

**Proposer's Affidavit****PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE**

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.
3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.
5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.
6. If awarded a contract, the Proposer will provide to Sourcwell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.
7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.
8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcwell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcwell Members under an awarded Contract.
9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
10. The Proposer understands that Sourcwell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
11. Proposer its employees, agents, and subcontractors are not:
  - a. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
  - b. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or
  - c. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated

by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Dan Stephen, Director Finance, CIMCO Refrigeration, a Division of Toromont Industries Ltd.

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

Yes  No

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "**I have reviewed this addendum**" below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
<b>Addendum_1_Ice Rink and Arena Equipment with Related Supplies and Services_RFP_120320</b> Mon November 23 2020 10:19 AM	<input checked="" type="checkbox"/>	1



### CONTRACT EXTENSION

**Contract Number: 120320-CIM**

Sourcewell  
202 12th Street Northeast  
P.O. Box 219  
Staples, MN 56479  
(Sourcewell)

and

CIMCO Refrigeration, a division of Toromont Industries Ltd.  
1551 Corporate Drive

Burlington, Ontario L7L 6M3  
(Vendor)

have entered into Contract Number: 120320-CIM  
for the procurement of: Ice Rink and Arena Equipment with Related Supplies and Services

The Contract has an expiration date of 2025-01-08 , but the parties may extend the Contract by mutual consent.

Sourcewell and Vendor acknowledge that extending the Contract benefits the Vendor, Sourcewell and Sourcewell’s Members. Vendor and Sourcewell agree to extend the Contract listed above for an additional period, with a new Contract expiration date of 2026-01-08 . All other terms and conditions of the Contract remain in full force and effect.

Sourcewell

DocuSigned by:  
*Jeremy Schwartz*  
C0FD2A139D06489...  
Authorized Signature

Jeremy Schwartz  
Name

Chief Operating and Procurement Officer  
Title

4/16/2024 | 1:44 PM CDT  
Date

DocuSigned by:  
*Cindy Chiu*  
B70ED1901C844BA...  
Authorized Signature

Cindy Chiu  
Name

VP; Finance & Administration  
Title

4/16/2024 | 1:29 PM PDT  
Date



**CONSENT AGENDA ITEM NO. 7.O.**

**FOR COUNCIL:** April 28, 2025

**WARD IMPACTED:** City-Wide Impact and Ward 1

**SUBJECT:** Consideration and Action on a Resolution Approving an Agreement with Lamar Johnson Collaborative, Inc., for the Miller Park Zoo Master Plan (RFQ # 2025-38), in the Amount of \$124,900, as requested by the Parks & Recreation Department.

**RECOMMENDED MOTION:** The proposed Resolution be approved.

**STRATEGIC PLAN LINK:**

Goal 2. Upgrade City Infrastructure and Facilities

Goal 5. Great Place - Livable, Sustainable City

**STRATEGIC PLAN SIGNIFICANCE:**

Objective 2d. Well-designed, well maintained City facilities emphasizing productivity and customer service

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

**BACKGROUND:** Miller Park Zoo is an approximately four-acre facility, located within Miller Park itself at 1020 South Morris Avenue. The zoo campus is comprised of a wide range of historic and more modern facilities, including:

- The Katthoefer Animal Building (KAB), originally opened in 1914.
- Tropical Rainforest and (currently) alligator and otter habitats/pools opened in 1976; Rainforest was remodeled in 2004.
- Several smaller animal exhibits built inside of the KAB in 1982.
- Education and Administration Building opened in 1992, serving as the entrance to the Zoo with a gift shop, administrative space, and a large multi-purpose event room.
- Red Wolf exhibit opened in 1993; "Wallaby Walk-About" in 1994; Bald Eagle exhibit in 1995; Red Panda exhibit in 1996.
- ZooLab and Children's Zoo opened in 2001; carousel was added that summer.
- Veterinary Hospital was built in 2008.
- Greater Flamingo exhibit was opened in June 2016.
- In 2018 an additional parking lot and concession stand were planned and constructed.
- In last few years, improvements included the De Brazza's monkey habitat, an Outdoor Education Theater, and South American habitats.
- The Putting Zoo, a miniature golf course adjacent to the zoo, is currently operated by Zoo staff.

The Zoo is open to the community 363 days a year, with the facility and its event spaces available for rental opportunities. The zoo currently only has two indoor locations for viewing and learning about the animals - Katthoefer Animal Building (KAB)/Rainforest and ZooLab. The goals for the Master Plan include improved use of available space/facilities, planning of upcoming improvements and habitats, and increasing opportunities for an enhanced guest

experience year-round. Some growth within Miller Park may be possible, at the discretion of the City. The City considers Miller Park Zoo both a community and a regional destination, averaging 100,000+ visitors annually. Projects are expected to permit staff to maintain and exceed accreditation guidelines per the Association of Zoos & Aquariums ("AZA"): <https://www.aza.org/accred-materials>.

There were nine submissions to RFQ #2025-38 through the City's *OpenGov* procurement portal. These submissions were independently evaluated and ranked by the Miller Park Zoo Master Plan evaluation team based on the RFQ evaluation criteria. Formal interviews were conducted with four firms by the evaluation team. Lamar Johnson Collaborative was the firm chosen to provide master plan services and deliverables due to their presentation quality, project approach, reputation in the industry, project team member qualifications, and AZA alignment which are in alignment with the evaluation criteria for the interview phase.

Lamar Johnson Collaborative will provide a complete master planning process, which includes meeting with City staff to review prior studies, exhibits, plans, maps, and related documentation; site visits to Miller Park Zoo to evaluate current conditions and obtain necessary documentation; conduct surveys and host public engagement workshops; develop phasing and rollout plans; and provide final master plan to City.

**COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED:** Miller Park Zoological Society. The Request for Proposals was advertised in *The Pantagraph* and *OpenGov* on February 2, 2025.

**FINANCIAL IMPACT:** If approved, the City will enter into a contract with Lamar Johnson Collaborative, in the amount not to exceed \$124,900. These funds are included in the FY 2025 Budget under the Capital Improvement Fund-Architectural and Engineering Services for Capital account (40100100-70051). Stakeholders can locate this information in the FY 2025 Budget Book titled "Other Funds and Capital Improvement" on pages 78, 81, 224, 245, and 277. The project is included in the FY 2025 Budget with a budget of \$125,000.

Respectfully submitted for consideration.

Prepared by: Dave Lamb, Assistant Director of Parks & Recreation

**ATTACHMENTS:**

[P&R 1B Resolution](#)

[P&R Resolution - Exhibit A - Agreement](#)

[P&R 1D Resolution - Exhibit B - Proposal](#)

**RESOLUTION NO. 2025 - \_\_\_\_**

**A RESOLUTION APPROVING AN AGREEMENT WITH LAMAR JOHNSON COLLABORATIVE, INC., FOR THE MILLER PARK ZOO MASTER PLAN (RFQ # 2025-38), IN THE AMOUNT OF \$124,900**

**WHEREAS**, subject to the provisions of the City Code, City staff are recommending an agreement with Lamar Johnson Collaborative, Inc., be approved for the Miller Park Zoo Master Plan (Exhibit A), in the amount of \$124,000; and

**WHEREAS**, the Miller Park Zoo Master Plan consists of work involving the study, evaluation, and preliminary design of potential improvements to Miller Park Zoo; and

**WHEREAS**, Lamar Johnson Collaborative, Inc. has met all the Request for Proposal (“RFQ”) specifications for RFQ #2025-38 Miller Park Zoo Master Plan (Exhibit B); and

**WHEREAS**, Lamar Johnson Collaborative, Inc. was determined through a thorough proposal, evaluation, and interview process to be the best possible firm to provide Miller Park Zoo Master Plan services to the City of Bloomington; and

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

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

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

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

**PASSED** this 28th day of April 2025.

**APPROVED** this \_\_\_\_ day of April 2025.

**CITY OF BLOOMINGTON**

**ATTEST**

\_\_\_\_\_  
Mboka Mwilambwe, Mayor

\_\_\_\_\_  
Leslie Smith-Yocum, City Clerk

**EXHIBIT A**

**CITY OF BLOOMINGTON AGREEMENT WITH  
LAMAR JOHNSON COLLABORATIVE, INC.  
FOR  
MILLER PARK ZOO MASTER PLAN**

**THIS AGREEMENT**, dated this \_\_\_ day of April, 2025, is between the City of Bloomington, IL (hereinafter "CITY") and Lamar Johnson Collaborative, 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 subject to the following procurement initiative by the CITY:

**Miller Park Zoo Master Plan RFQ # 2025-38** (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.

**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 **and fails to cure the default within the notice period set forth herein**, 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.

If the CITY fails to make timely payments to the VENDOR in accordance with this Agreement or has otherwise defaulted on any other term or condition of this Agreement and fails to cure pursuant to Section 6 hereof, the VENDOR may at its option, suspend performance or terminate this Agreement. In the event of suspension, the VENDOR shall not have liability to the CITY for delay or damage caused to the CITY because of such suspension, and before resuming services, VENDOR shall be paid all sums due prior to suspension and any costs incurred in resumption of VENDOR's services and VENDOR's time for performance shall be extended. In the event of termination, the VENDOR shall be compensated for all services performed through termination date.

**Section 8. Force Majeure.** Neither Party shall 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. Notwithstanding the foregoing, payment obligations under this Agreement shall not be excused by Force Majeure for Services performed. Force Majeure is defined as circumstances beyond either Party's reasonable control, including, without limitation, acts of God; earthquakes; fires; floods; wars; civil or military disturbances; acts of terrorism; sabotage; strikes; epidemics; pandemics; riots; power failures; computer failure and any such circumstances beyond its reasonable control as may cause interruption, loss or malfunction of utility, transportation, computer (hardware or software) or telephone communication service; accidents; labor disputes; acts of civil or military authority; governmental actions; or inability to obtain labor, material, equipment or transportation.

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

**Section 10. Indemnification.** To the fullest extent permitted by law, VENDOR shall indemnify and hold harmless CITY, its officers, officials, agents, and employees from claims, demands, causes of action, and liabilities of every kind and nature whatsoever arising out of or in connection with VENDOR's operations performed under this Agreement, but only to the extent caused by the VENDOR's negligence or misconduct. Nothing herein shall require VENDOR to indemnify and hold harmless the CITY from a loss, damage, or expense to the extent that such loss, damage, or expense has arisen from the sole gross negligence or willful misconduct of the CITY or the CITY's agents, servants, or independent vendors who are directly responsible to CITY. This indemnification shall survive termination and/or expiration of this Agreement ~~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, provided the CITY has satisfied its payment obligations. 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.

**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. To the extent not prohibited by law, the contents of such audits shall be treated as confidential information and not disclosed to third parties.

**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, however CITY will remain agreeable to discussion and mutual consideration of sharing any of such costs and/or fees. 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, for third party~~ causes of action, ~~disputes, prosecutions, of conflicts~~ arising from VENDOR's actual or alleged violation of FOIA, or VENDOR's failure to furnish all documentation related to a request within five (5) business days after CITY issues notice of request. Furthermore, should VENDOR request that CITY utilize a lawful exemption under FOIA in relation to any FOIA request, thereby denying that request, VENDOR agrees to pay all

costs connected therewith (such as reasonable attorney’s and witness fees, filing fees, and any other expenses) to defend the denial of the request. The defense shall include, but not be limited to, challenged or appealed denials of FOIA requests to either the Illinois Attorney General or a court of competent jurisdiction. VENDOR agrees to defend, indemnify, and hold harmless CITY, and agrees to pay all costs connected therewith (such as reasonable attorney’s and witness fees, filing fees, and any other expenses) to defend any denial of a FOIA request by VENDOR request to utilize a lawful exemption to CITY.

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

**If to VENDOR:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Copy to:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**If to CITY:**

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

Copy to:

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

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

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

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

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

Any controversy, claim or dispute arising out of or relating to the interpretation, construction, or performance of this Agreement, or breach thereof, shall be referred to the American Arbitration Association (the “AAA”) for a voluntary, non-binding mediation in the municipality where the Project is located and to be conducted by a mutually acceptable single mediator, in accordance with then applicable Construction Industry Mediation Rules, prior to resorting to litigation to any State or Federal Court located nearest to where the Project

is located. Neither party shall be liable for any indirect, incidental, or consequential damages of any nature or kind resulting from or arising in connection with this Agreement.

**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.

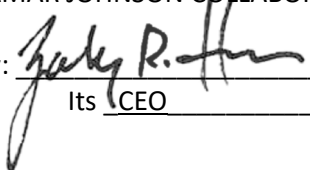
CITY OF BLOOMINGTON

By: \_\_\_\_\_  
Its City Manager

ATTEST:

By: \_\_\_\_\_  
Its City Clerk

LAMAR JOHNSON COLLABORATIVE, INC.

By:  \_\_\_\_\_  
Its CEO

By: \_\_\_\_\_  
Its \_\_\_\_\_

EXHIBIT A

DESCRIPTION OF SERVICES/WORK PROVIDED

Scope of Work to include all deliverables on Page 27 of Lamar Johnson Proposal to RFQ #2025-38, in summary:

1 Public Perception Survey

1 Public Engagement - In Person Workshop / Focus Group 3 Project Renderings

Market Analysis Site Analysis Goals / Strategies

Creative Development Attendance Projections Phasing/Roll - out Plan

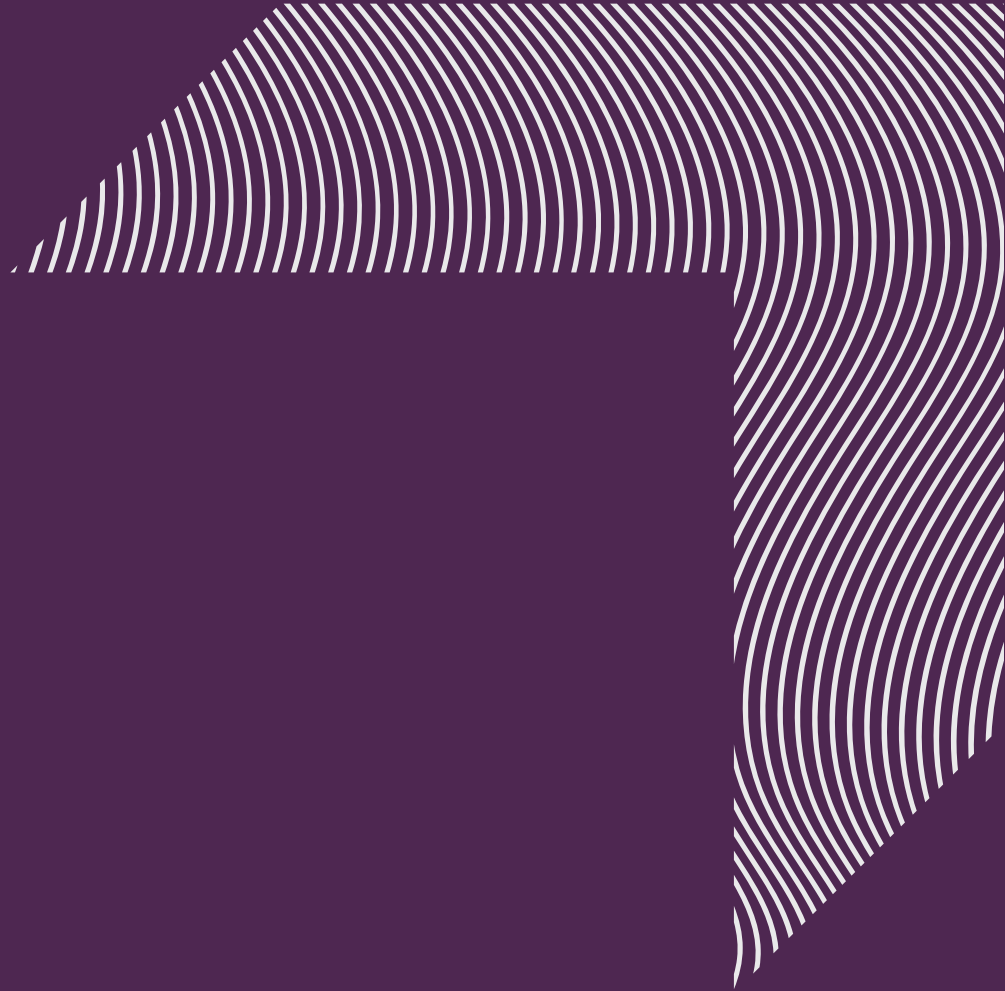
Estimates for projects defined during master planning process Design and Construction schedule for selected projects Facility Condition Assessments

6 in person meetings

EXHIBIT B  
COSTS/FEES

Lamar Johnson Collaborative, Inc. to be paid an amount up to and not to exceed \$124,900 for services outlined in scope of work and response proposal to RFQ # 2025-38.

## **EXHIBIT B**



Statement of Qualifications for

# Miller Park Zoo Master Plan RFQ #2025-38

March 20, 2025

**Lamar Johnson  
Collaborative** ↗

Carla Murillo  
Procurement Manager  
109 E. Olive Street  
Bloomington, IL 61701  
cmurillo@cityblm.org  
(309) 434-2277

Dear Carla,

Thank you so much for considering our team in your search for Master Planning and Design services. Looking to the future is always an exciting and important time, and we would be thrilled to assist the City of Bloomington's Parks and Recreation Department as you map out a vision of the coming years at the Miller Park Zoo.

Because this master plan is so important to the long-term success of the zoo, the selection of the right designer carries even more weight. The outcome of the master plan is, of course, a roadmap to the physical plan of the zoo, but the process of planning brings opportunities for hashing out issues, addressing challenges, and creating new ideas as a team. And the team we present here is committed to coming alongside yours. We want to engage with your staff: from directors, down to the keeper staff who spend every day with the animals at the heart of this project to develop the most creative, economical, and inspiring solutions for your animals, visitors, and staff alike.

Stacey Ludlum at Felis Consulting and the core team proposed here from Lamar Johnson Collaborative (LJC) have a working relationship that goes back many years. Individually, we all have experience working across the zoological industry and beyond. We understand that this process, when done right, provides a platform for holistic planning—programs, staffing, revenues, educational messaging, development and much more, which, in turn, guides the physical plan. This is especially true for small zoos as more limited resources require greater flexibility and more creative solutions for every aspect of your zoo. Stacey Ludlum's extensive experience with institutions your size will guide our way. The LJC's team's experience bringing projects in the zoo and aquarium industry from concept through construction will provide expertise in design, crowd-flow modeling, documentation, sustainability, estimating, and construction.

The members of this team believe that the impact of zoos can reach far beyond their walls. Conservation of our planet is an effort that has to be cultivated in the hearts of individuals, and not just larger organizations and corporations. Well cared-for, enriched animals and impactful messaging can empower people to make better choices. Our team believes this begins with good design that enables animals to thrive, zoo staff to do their best work, and a community to gather, connect, and learn. Our team is passionate about using our skills to help you, and thereby help our world.

Thank you again for this opportunity, we are thrilled at the possibility of working with you. We are confident our expertise and commitment to not only this project, but an ongoing relationship in the future, will make us a great partner in this endeavor.

Onward,



**Emily Pelcak**  
Associate Principal  
Lamar Johnson Collaborative  
8640 Evans Avenue  
Saint Louis, MO 63134  
pelcake@theljc.com  
(314) 930-6553



# Table of Contents

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Section 01 **Key Staff Members**

Section 02 **Firm Background**

Section 03 **Project Experience**

Section 04 **Team Approach**

# 01. Key Staff Members



**LJC** **FELIS**  
consulting

Sr. Project Manager  
**Emily Pelcak**

Strategic Planner & Site Evaluator  
**Josh Rodríguez**

Master Planner & Zoo Designer  
**Stacey Ludlum**

Project Designer  
**Rebecca Ridderhoff**

Landscape Architect  
**Chris Sanders**

**Potential Phase 2: Consultants**

**Site Surveyor**      **Lighting Designer**

**Civil Engineer**      **Landscape Architect**

**Structural Engineer**      **MEP Engineer**

**Theming & Graphic Designer**

# Josh Rodríguez

Senior Associate Strategic Planner & Site Evaluator



JOSH HAS 20+ YEARS OF EXPERIENCE IN THE DESIGN INDUSTRY

Josh brings over 20 years of experience designing entertainment, cultural, and hospitality venues. Throughout his career, he has perfected a data and operationally-minded approach to project design, coupled with a desire to provide the best guest or experience possible. He brings a wealth of knowledge of destination operations and programming to support campus and facility master planning for the creation of successful projects, along with a history of trusted client management and relationship-building.

**EDUCATION**

Master of Architecture | Washington University in St. Louis

Bachelor of Architecture | Bachelor of Science in Building Science | Rensselaer Polytechnic Institute

**PROFESSIONAL ORGANIZATIONS**

International Association of Amusement Parks and Attractions (IAAPA)

Themed Entertainment Association (TEA)

American Alliance of Museums (AAM)

World Waterpark Association (WWA)

Association of Zoos and Aquariums (AZA)

**PROJECT EXPERIENCE**

**Saint Louis Zoo | Exhibit & Facility Master Plan\***

SAINT LOUIS, MO | 90 AC

Analyzed existing popularity and age of exhibits and facilities to determine opportunities for revitalization or replacement, and optimized guest flow and experience

**Grant's Farm Master Plan and Vital Statistics\***

ST. LOUIS, MO | 276 AC

Analyzed annual and seasonal attendance to determine program and guest area adjustments needed across five years to double yearly attendance.

**The Alamo Exhibit Master Plan\***

SAN ANTONIO, TX | 4.2 AC

Analyzed crowd flow through site exhibit master plan, and analyzed impact of theater dispatches on building and exhibit circulation.

**PortAventura | Ferrari Land\***

BARCELONA, SPAIN | 17.3 AC

Developed master plan and capacity/operating model of new theme park containing 16 attractions themed to the Ferrari brand; analyzed annual attendance and Design Day attendance goals to determine attraction and revenue capacity goals and target program.

**Wrigley Field Winterland Event Master Plan\***

CHICAGO, IL | 10.8 AC

Developed master plan and operating model seasonal event focused on optimizing facility access, guest flow, and locations of attractions and amenities to improve overall guest experience

\*Work completed while at another firm

# STACEY LUDLUM



PRINCIPAL & FOUNDER

**FELIS CONSULTING**

**Master Planner & Zoo Designer**

## SELECTED ZOO & AQUARIUM WORK

### **Santa Fe College Teaching Zoo**

Strategic & Business Plans

### **Phillip Island Zoo**

Master & Business Plans

### **The Texas Zoo**

Master & Business Plans

### **Hillcrest Park Zoo**

Concept Design for Big Cats Habitat

### **Spring River Zoo**

Concept Design for Bear, Barn & Entry

### **Bowers School Farm & Johnson**

#### **Nature Center**

Strategic & Master Plans

### **Abilene Zoological Gardens**

Master Plan

### **Chehaw Park & Zoo, Thronateeska**

#### **Heritage Center, and Flint**

#### **RiverQuarium**

Master Plans and Concept Design

### **Zoovolution**

Visioning & Business Plan for New Zoo

### **Naples Zoo**

Concept Design of Tropical America Trail

### **Plumpton Park Zoo**

Visioning for Tiger Habitat

### **Pinecrest Gardens**

Master Plan & Sensory Inclusive Petting Zoo

### **Wright Park Zoo**

Master Plan & Schematic Design for Zoo

### **Big Bear Alpine Zoo\***

Master Plan & Parkwide Zoo Design

## EDUCATION

Michigan State University

1997 – 2000

Magna Cum Laude

North Carolina State University

2000 – 2003

Magna Cum Laude

World-renowned as an expert in zoo and aquarium design, Stacey has over two decades of experience focusing on facilities of all shapes and sizes. Stacey's dedication to the continuous examination of the industry and visionary explorations of the future of zoological institutions have been recognized around the world with design awards, speaking engagements, and media interviews. Stacey has been a regular contributor to Blooloop.com and is the author and editor of the niche professional blog, DesigningZoos.com. Stacey has served on the AZA Membership and Business Operations Committees. Stacey led the master planning efforts at over 20 institutions and regularly teams with local architecture firms providing zoo design expertise for projects leading to construction.

In the 15 years prior to founding Felis Consulting, Stacey's work at a large international design firm included design and planning for some of the most well-respected zoological institutions in the world: SeaWorld, Columbus Zoo & Aquarium, Saint Louis Zoo, Georgia Aquarium, Brookfield Zoo, San Antonio Zoo, Louisville Zoo, among many others.

Stacey led the design of the AZA Top Honors in Exhibit Design award winner, Heart of Africa, at the Columbus Zoo, and the innovative relocation of small rescue and rehab zoo, Big Bear Alpine Zoo. Her success as a design leader and visionary elevated her to Director of Zoo & Aquarium Planning and Design at PGAV Destinations.

But Stacey's true passion is working with small institutions and focusing on strategic, organization-wide planning for all sized facilities. Her vast experience including tourism market research, branding strategy, educational and experiential story development, business planning, her personal experiences as a volunteer and non-profit board member, and her completion of Indiana University's Non-Profit Executive Management Certificate program, influences her successful development of realistic strategic and master plans for institutions of all sizes.

### **Bachelor of Science in Zoology** (Zoo & Aquarium Science)

Completed study abroad in Kenya, an internship at Binder Park Zoo and Cincinnati Zoo & Botanical Gardens.

### **Master of Landscape Architecture**

Completed Independent Studio focusing on master planning for a small local zoo. TA and RA in Biology & College of Design, respectively. Recipient of national and regional ASLA design awards.

**Emily Pelcak** NCARB, RA, LEED AP  
 Associate Principal Senior Project Manager



EMILY HAS 20+ YEARS OF EXPERIENCE IN THE DESIGN INDUSTRY

Determination coupled with curiosity and an outgoing personality make Emily equally suited to a boardroom as a job site. Negotiating complex project conditions has become one of Emily’s specialty skills. Emily’s work has immersed her in many highly-specialized building types involving technically complex environments, including animal habitats, themed environments, interactives, cultural destinations, lodging facilities and waterparks. Emily has learned invaluable lessons from clients and mentors on destination development, about the ability to ‘deliver on the promise’, while seeking innovative solutions to complex problems.

**EDUCATION**

Master of Architecture  
 University of Illinois Urbana-Champaign

Bachelor of Science in Architectural Studies  
 University of Illinois Urbana-Champaign

**REGISTRATIONS/CERTIFICATIONS**

Licensed Architect (MO)  
 National Council of Architectural Registration Boards (NCARB)  
 Leadership in Energy and Environmental Design (LEED) Accredited Professional

**PROFESSIONAL ORGANIZATIONS**

International Association of Amusement Parks and Attractions (IAAPA)  
 Themed Entertainment Association (TEA)  
 American Alliance of Museums (AAM)  
 World Waterpark Association (WWA)  
 Association of Zoos and Aquariums (AZA)

**COMMUNITY INVOLVEMENT**

Maplewood Richmond Heights PTO, Co-Chairperson

**PROJECT EXPERIENCE**

**Sea Otter Surrogacy Tanks | SeaWorld San Diego\***  
 SAN DIEGO, CA | 20,000 SF

New BOH tanks with screen walls for orphaned sea otters to learn from resident female otters with the goal of being released back into the wild.

**Manatee Rescue Tanks | SeaWorld Orlando\***

ORLANDO, FL | 5,000 SF  
 75,000 gallon outdoor holding pools for rehabilitation of rescued manatees.

**San Antonio Zoo, Giraffe Exhibit & Feeding Experience\***

SAN ANTONIO, TX | 35,000 SF  
 New exhibit with sleeping barn and guest feeding deck.

**Turtle Reef | SeaWorld San Antonio\***

SAN ANTONIO, TX | 40,000 SF  
 126,000 gallon dynamic habitat for turtles and fish with the first integrated wetland filtration system and two family thrill flat rides.

**Kennedy Space Center, Visitors Complex Planet Play\***

CAPE CANAVERAL, FL | 14,000 SF  
 Indoor playground that simulates adventuring around the cosmos and includes climbing structures, themed planets, and interactive digital and physical play elements

**Dutch Wonderland Realm Development\***

LANCASTER, PA | 15 AC  
 Development of distinct, new themes for each of the park’s realms and proposal of character revisions for all rides to align with new themes.

**Niagara Falls Visitor Center\***

ONTARIO, CA  
 Location mapping and design intent documentation for park-wide wayfinding.

\*Work completed while at another firm

**Chris Sanders** PLA, SITES AP, ENV SP, ASLA  
Senior Associate Landscape Architect



CHRIS HAS 13 YEARS OF EXPERIENCE IN THE DESIGN INDUSTRY

Entering the design industry in 2013, Chris is an accomplished designer who understands the design process's complexity. His professional career includes experience in the public and private sectors, including corporate, parks & recreation, and civic amenities throughout all design phases. Chris' experience in water resource management, hydrogeological research, and water quality bring an added dimension and measurable benefit to each project.

**EDUCATION**

Masters of Landscape Architecture  
Kansas State University

**CERTIFICATIONS/ REGISTRATIONS**

Registered Landscape Architect (KS)  
Envision Sustainability Professional (ENV SP)  
SITES AP

**PROFESSIONAL ORGANIZATIONS**

Professional Landscape Architect (PLA)  
American Society of Landscape Architecture (ASLA)

**COMMUNITY INVOLVEMENT**

ASLA Prairie Gateway Chapter, treasurer (2020-present)

ASLA Prairie Gateway Chapter, Diversity Summit member

AIA Kansas City, Pillars Class of 2022

**PROJECT EXPERIENCE**

**Derby Parks Master Plan\***

DERBY, KS | 13 AC  
Worked with multi-disciplinary team to create a vision (master plan - Design Development) for two major park spaces within the city of Derby, KS. Madison Avenue Central Park and Warren Riverview park were conceptualized and budgeted as part of this exercise.

**Bonner Springs Downtown Master Plan**

BONNER SPRINGS, KS | 1,760 SF  
Master plan for the historic Bonner Springs community focusing on downtown placemaking, community pedestrian infrastructure and trails, and riverfront park space.

**St. Joseph Riverfront Park Master Plan\***

ST. JOSEPH MO | 720 AC  
A comprehensive master plan for the historic St. Joseph riverfront. Integrating downtown development, the Missouri River, existing amenities and the rich history of the region, the St. Joseph Riverfront master plan provides a roadmap to reinvigorating and re-imagining the community's riverfront amenity.

**Bellefontaine Neighbors Parks Assessment\***

BELLEFONTAINE NEIGHBORS, MO | 40 AC  
A comprehensive needs assessment of 8 community parks that resulted in an in-depth master planning effort for Bissel Hills Park.

**Great Bend Downtown Vision & Streetscape Improvement Plan**

GREAT BEND, KS | 105 AC  
A reimagining of the historic downtown Great Bend, KS. The vision plan creates a road map of improvements to guide the city into the next iteration of their downtown, embracing the past and creating modern streetscape amenities for the future.

\*Work completed while at another firm

# Rebecca Ridderhoff

Designer Project Designer



REBECCA HAS OVER 7 YEARS OF EXPERIENCE IN THE DESIGN INDUSTRY

Rebecca has been a part of some of the most dynamic projects as a young designer. She has contributed to many different project types and brings a range of experience and critical thought to her practice. Rebecca will tell you she's a storyteller at heart and it shows. The best stories are found in the details, and Rebecca knows exactly where to add that extra touch to a project to move it from good to great.

**EDUCATION**

Bachelor of Science in Architecture & English Literature, concentration in Creative Writing | Washington University in St. Louis

Master of Architecture | Southern Illinois University Carbondale

**REGISTRATIONS/CERTIFICATIONS**

Associate AIA

**PROFESSIONAL ORGANIZATIONS**

Association of Zoos and Aquariums (AZA)

American Alliance of Museums (AAM)

International Association of Amusement Parks and Attractions (IAAPA)

Themed Entertainment Association (TEA)

World Waterpark Association (WWA)

**PROJECT EXPERIENCE**

**Columbus Zoo & Aquarium | North American Region Master Plan\***

COLUMBUS, OH | 13.75 AC

Phased plan for the redesign of the exhibits and guest experiences.

**Columbus Zoo & Aquarium | North America Trek Phase 1\***

COLUMBUS, OH | 6 AC

Implementation of the first phase of the masterplan, creating new exhibits and support spaces for black bears, Mexican wolves, otters, bald eagles, and north American song birds.

**Phoenix Zoo | African Trail Exhibit\***

PHOENIX, AZ | 90,000 SF

A new lion, hyena, leopard, and meerkat habitats featuring an elevated walkway and tower for viewing exhibits.

**San Antonio Zoo | Congo Falls Gorilla Exhibit Concept Design\***

SAN ANTONIO, TX | 120,000 SF

New habitats and holding for lowland gorillas in addition to guest viewing pavilions and elevated walking trails.

**New Aquarium Exhibit**

ATLANTA, GA | 3,000 SF

Renovation of a corridor between existing exhibits to showcase a species that has never before been permanently displayed. New finishes and graphics set the stage for a ramped gallery space featuring overhead acrylic tanks.

**Georgia Aquarium | River Scout Alligator Exhibit Renovation\***

ATLANTA, GA | 3,700 SF

A bayou themed alligator exhibit.

**Georgia Aquarium Tropical Diver Exhibit Renovation\***

ATLANTA, GA | 22,000 SF

Retheming of existing gallery and addition of new moray eel and lionfish habitat.

\*Work completed while at another firm

# 02. Firm Background

## Lamar Johnson Collaborative

<b>160+</b> Award-Winning Designs	<b>1999</b> Year Founded	<b>290+</b> Employees	<b>160+</b> Licensed Professionals
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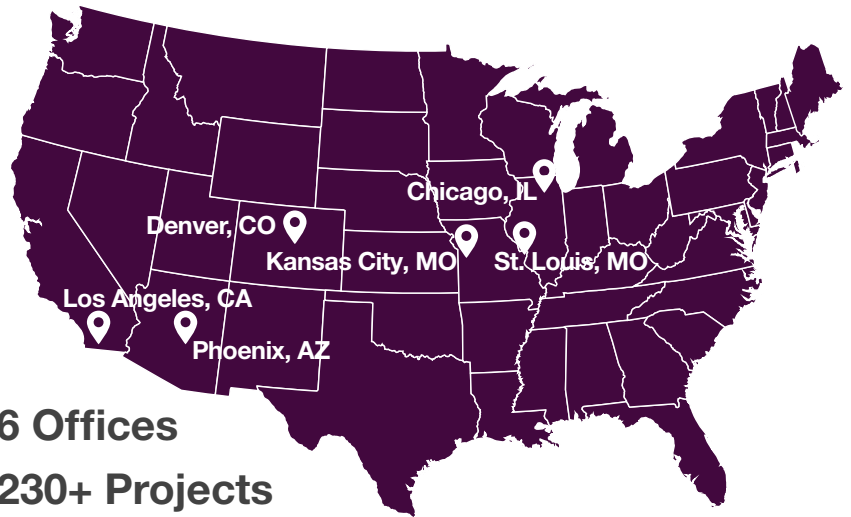
LJC is a full-service architecture, and design firm committed to creating and enhancing the quality of the human experience and improving how design and architecture can impact each individual’s emotional being. At LJC, we believe our work is a fundamental expression of our optimism for the future, and design is a means to affect positive, enduring change. The LJC design team consists of experts in a range of disciplines including architecture, interiors, planning, urban design, and landscape architecture.

LJC has created a model that uniquely combines the collective experiences of our talented and diverse staff. We are thinkers who recognize every design and solution we create must be authentic, effective, strategic, pragmatic, and thoughtful. We challenge conventional thinking. We don’t accept the status quo. Instead, we seek to understand the core needs of each assignment.

We constantly ask ourselves and our clients, “why not?” and “what if?” We love the problem, not the solution, because in doing so, we assure that we are always seeking the very best for our clients. We believe that we have a responsibility and an obligation to serve the communities we live in and the citizens within them. We are actively committed to supporting organizations that make our communities more livable, equitable, sustainable, safe, and beautiful. We actively and regularly engage in volunteerism and pro-bono work.

### Integrated Services

- Architecture
- Landscape Architecture
- Sustainability
- Interior Design
- Urban Planning & Design
- Technical Assurance Group








**6 Offices**

**230+ Projects**

### OUR SUSTAINABILITY PILLARS, COMMITMENTS & ACCOLADES

#### PILLARS

-  Energy & Carbon
-  Water & Ecology
-  Circular Economy
-  Community & Wellbeing
-  Governance & Innovation

**100** Sustainable certified projects

**23** DIBA Project awards

**#5** ENR’s Top 100 Green Contractors

**70+** Accredited Professionals



Founded in 2018 by zoo design expert, Stacey Ludlum, Felis Consulting LLC is a woman-owned, single-proprietor consultancy focused exclusively on long-term strategy and planning for small zoos and aquariums. With a network of talented graphic designers, illustrators, engineers, husbandry and veterinary consultants, business planners, estimators, and education and conservation consultants, Felis Consulting accomplishes high quality, creative, and realistic plans grounded in expertise from the largest and most successful institutions customized for the specialized needs of small facilities.

Our philosophy is rooted in the belief that each and every facility has the potential to do great things, and each and every one of you is special in your own one-of-a-kind way.

Small size.  
**Big Dreams. Big Hearts.**  
**BIG IMPACT.**

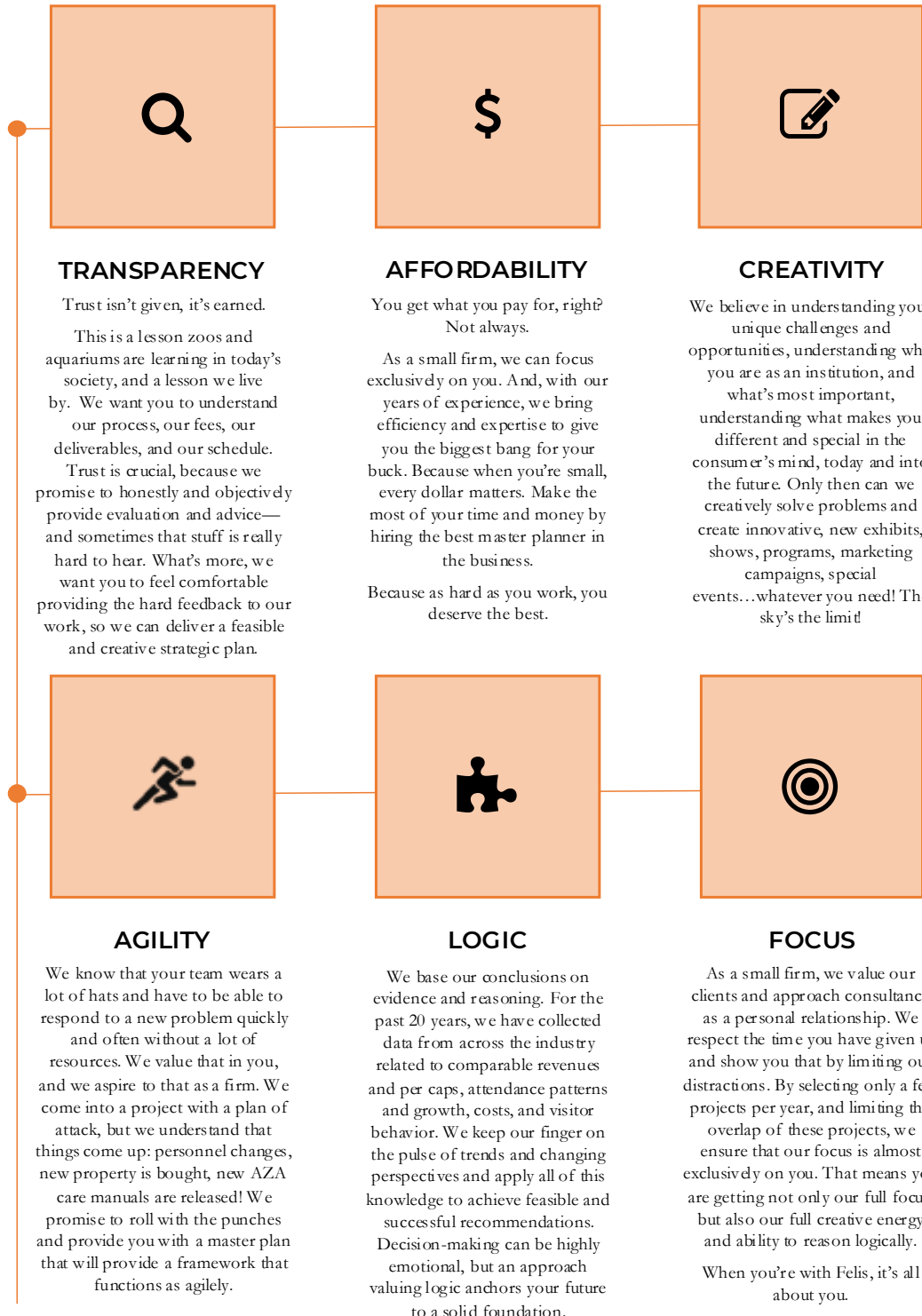
We are guided by a distinct set of values and principles that allow us to support your team and your mission.

# OUR VALUES

MISSION-BASED SUCCESS



*This is our promise to you.*



# OUR DESIGN PHILOSOPHY

ENRICHING EXPERIENCE FOR ALL



Our approach to zoological design centers on three fundamental design foci to optimize experience for our three design clients: *animals, guests, and staff.*



## MESSAGE

With every project, we explore the stories that will inspire setting and educational messaging, beginning with your organization's story to help define your brand experience identity. Then, we delve into the stories of the animals themselves (their behavior, their natural history), the cultural relevance of the animals (the legends about them, the intersection between people and animals), and the stories about conservation today (including the work your institution is doing to save them). These stories begin to create a visual palette for reference in design inspirations, as well as formulating the foundation for interpretive design. Message guides the development of every aspect of the guest experience—from the animal collection to the organization of the zoo to the choice of revenue opportunities and how to design them. The message is the critical first step of the experience design process.



## GUEST EXPERIENCE

Let's face it. Zoos and aquariums would not exist if not for the guests. We strive to create welcoming, comfortable, engaging opportunities for guests to enjoy time connecting with nature, animals, and each other. We blend landscapes and architecture to re-create real places and times or create fully new places that reflect your brand experience: the ideals and mission of your organization, and the story we are telling about you. More than just creating settings, though, we are experts at getting guests closer; at creating those moments that turn into lifelong memories—and are just plain fun! Together, for this project, we'll explore the options for these never-before-seen moments, including special revenue-producing experiences that allow guests to interact with animals in creative, safe, and enriching ways.



## ANIMAL WELLBEING

We approach animal wellbeing with the ultimate goal of creating habitats that allow animals to express their full range of natural behaviors in response to the stimuli in their environment. We strive to create dynamic habitats that begin to mimic natural ecosystems through embracing seasonality, weather, social variables, changing vistas, and flexible spaces that allow keepers to incorporate enrichment in a robust and safe way. Thinking about what the animals will see, hear, and do in their environment is critical to their wellbeing, and creating habitats that respond to animals' needs is the crux of our zoo design practice. More so, optimal animal wellbeing only occurs when their caregivers are able to function optimally. Our back of house designs create efficient, safe work environments that allow keepers and other staff to do their jobs effectively to make the lives of animals the most enriching possible.

# 03. Project Experience



North America Master Plan, Columbus Zoo & Aquarium\*

**We are committed to creating environments that educate, entertain, and inspire – making lasting impressions that have guests returning year after year.** Our approach is to hone the vision generated by you and the community and to make it responsive to the site, the needs of the user, established budgets, and current market conditions, while still allowing for future flexibility.

**We always design to the strictest and highest standards** (typically, AZA) whether or not a facility is AZA accredited or seeking accreditation. If a species does not have AZA recommendations published, we search for other accreditation or husbandry recommendations from reputable resources such as ZAA, EAZA, CAZA, SSPs / TAGs, AHS, IWRC, etc., as well as collecting data from benchmark exhibits as foundations of sizing and requirements.

Our team has a history of consistently meeting project schedules and deadlines for our clients. At the project's onset, the LJC+Felis Consulting team will coordinate an initial Kick-Off Meeting with Miller Park Zoo team members and other project representatives to establish the foundation for the planning and design process. This portion of the process

is essential in confirming the direction from previous plans, the goals for the project, and establishing protocols for the project. We have found that an initial meeting to discuss project expectations and set schedules has historically led to better outcomes for other clients. **Communication throughout the process to reinforce this relationship also contributes to more effective project management and enhances our ability to meet deadlines.**

**LJC benefits from a unique and “unfair advantage” as being part of the Clayco Enterprise**, a leading CMAR/ Design-Build construction company based in St. Louis. Founded in 1999 out of frustration with the technical skill set in the A/E industry, LJC has honed its expertise in delivering projects with early design packages, collaborating closely with contractors, and staying on budget and on schedule. This approach is embedded in our DNA.

**Our team consists of the best and brightest, with a deep understanding of construction cost estimation, project durations, and design methodology at the core of our work.**

\*Work completed by Rebecca Ridderhoff while with another firm

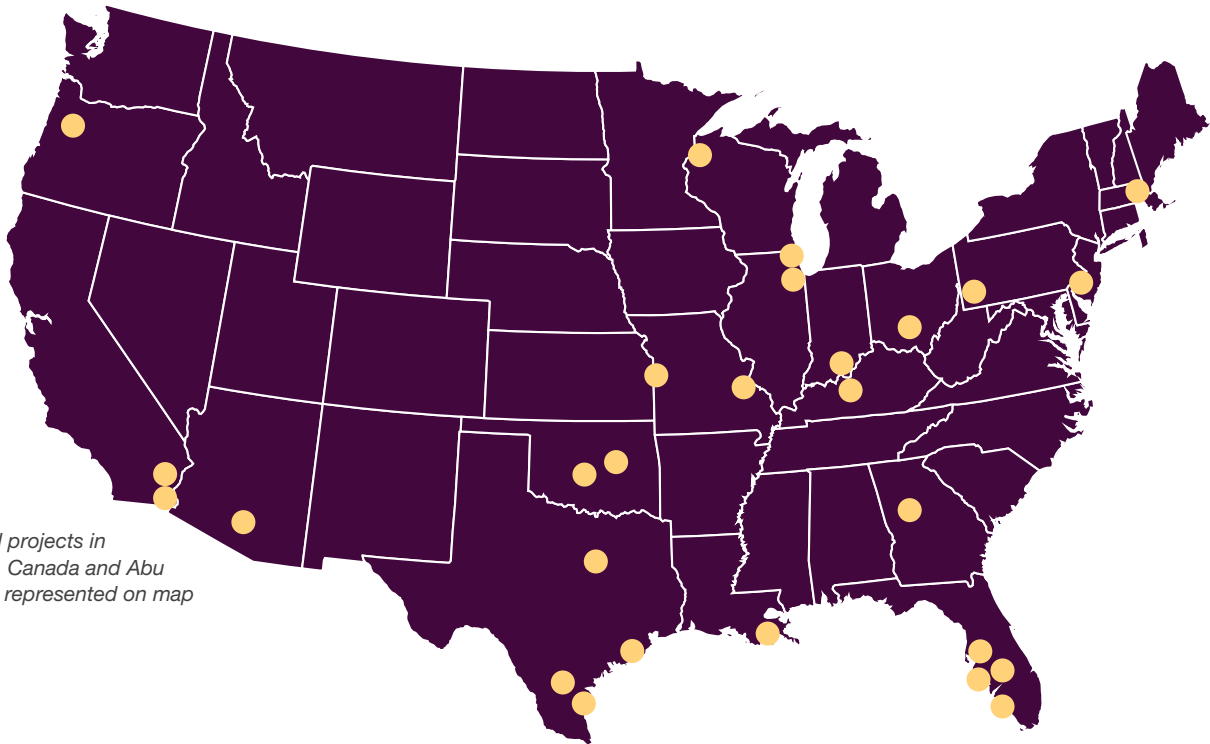
# 03. Project Experience

## AZA Accredited Facilities

Our team has worked with numerous AZA accredited facilities as shown below.

Both Stacey and Rebecca have experience designing habitats to comply with the AZA SAFE conservation strategies. For example, although Chehaw Zoo is not accredited by the AZA, it is participating in the Red Wolf SSP as a breeding facility. As such, the master plan created two separate yards—one for on-exhibit and one for off-exhibit holding at the specified areas required by AZA husbandry recommendations for breeding groups of wolves. The off-exhibit yard was placed in the quietest area of the zoo, away from most service traffic and out of view of guests in hopes the wolves bred on-site would eventually be recommended for re-introduction to the wild.

During the Master Plan and subsequent first phase of construction at Columbus Zoo, the existing habitat for the Mexican wolves was updated to comply with the most stringent AZA recommendations and help the zoo stay at the forefront of the SAFE conservation efforts for this critically endangered species. A new, on-exhibit yard was sited to allow the wolves to remain on the high-ground relative to any visible guests. A secluded off-exhibit yard, holding facility, and indoor/outdoor shift pens allowed for the flexibility needed to manage a breeding population with the potential for reintroduction to the wild.



Additional projects in Winnipeg, Canada and Abu Dhabi not represented on map

### AZA ACCREDITED OUR TEAM HAS WORKED WITH:

- |                            |                                     |                                 |                                     |
|----------------------------|-------------------------------------|---------------------------------|-------------------------------------|
| Abilene Zoological Gardens | Fort Worth Zoo                      | Naples Zoo at Caribbean Gardens | SeaWorld Orlando                    |
| Adventure Aquarium         | Georgia Aquarium                    | National Aviary                 | SeaWorld San Antonio                |
| Assiniboine Park Zoo       | Indianapolis Zoological Society     | Oklahoma City Zoo               | SeaWorld San Diego                  |
| Audubon Aquarium           | Kansas City Zoo                     | Oregon Zoo                      | Texas State Aquarium                |
| Brookfield Zoo Chicago     | Lake Superior Zoo                   | Saint Louis Zoo                 | The Living Desert Zoo and Gardens   |
| Busch Gardens Tampa Bay    | Landry's Houston Aquarium           | San Antonio Zoological Society  | The Phoenix Zoo                     |
| Columbus Zoo and Aquarium  | Louisville Zoological Gardens       | Santa Fe College Teaching Zoo   | Tulsa Zoo                           |
| Discovery Cove             | Milwaukee County Zoological Society | SeaWorld Abu Dhabi              | Zoo New England / Franklin Park Zoo |

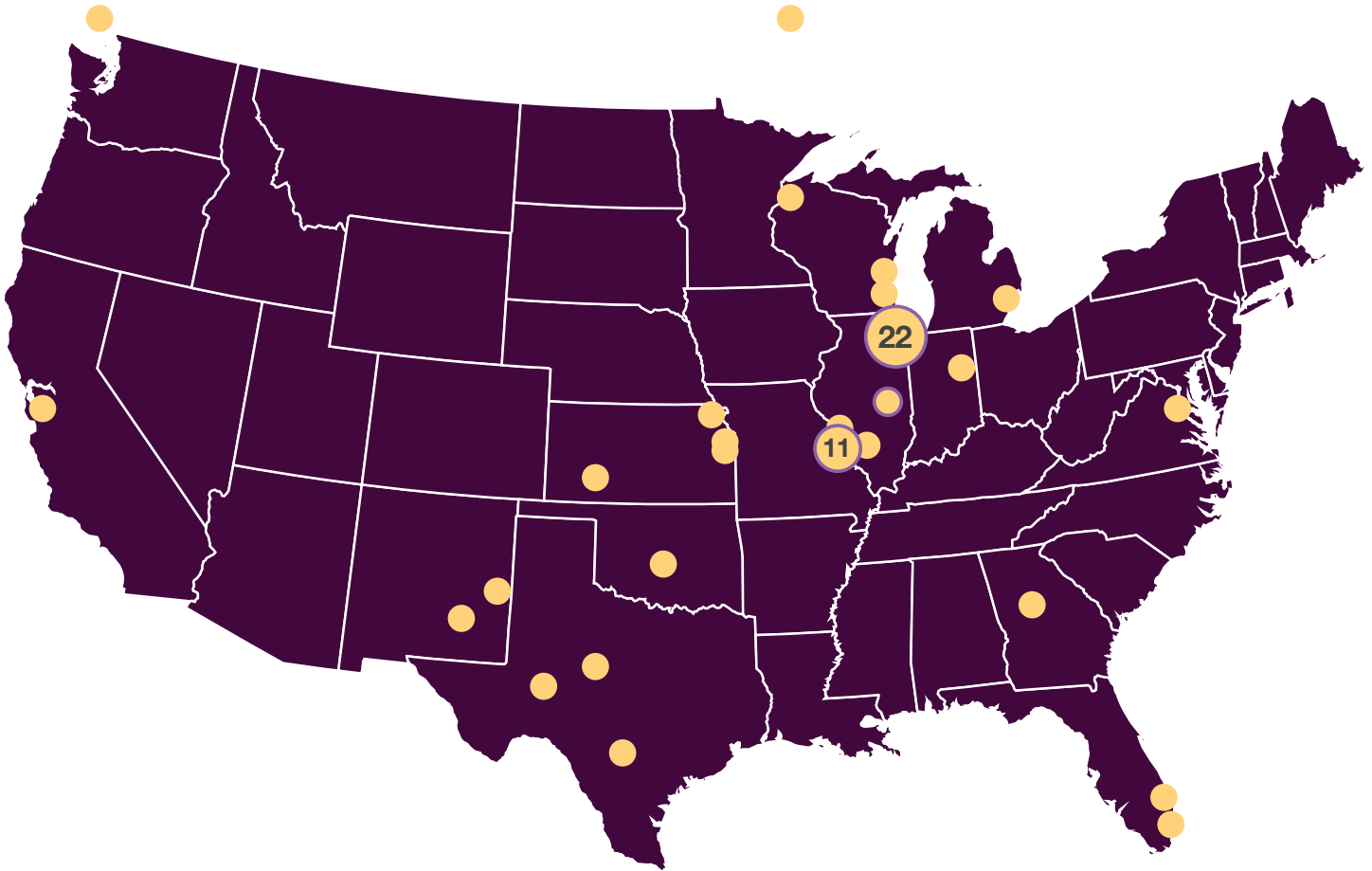
# 03. Project Experience

## Public Master Planning Experience

The below map represents both current engagements on master plans for government agencies and experience preparing park master plans for government agencies within the last ten years.

Within the last ten years, the team has worked on **63 master plan projects for government agencies** throughout the United States and Canada.

LJC currently has **fourteen active master plan projects** for government agencies indicated on the map below, including ten in the Greater Chicago Area, one in Champaign, Illinois, and three in St. Louis, Missouri.



LJC and Felis Consulting have extensive experience working with public sector clients with community engagement and stakeholder feedback, and a strong track record of successfully applying these strategies to actionable outcomes. Our team’s approach draws from a wealth of experience in urban planning, neighborhood engagement, and animal habitat design. We understand the importance of inclusivity in these processes, ensuring that the voices of the diverse communities are heard and represented.

# 03. Project Experience

## Integrated Experience Planning

### CAPACITY | DWELL TIME | CROWD FLOW

A successful project begins with forethought and strategic planning. Whether working on an existing facility or a new build, LJC offers several tools that bolster the strategic planning process by allowing for meaningful data-gathering and analysis, resulting in the best experience and a successful project.

#### 1 RESEARCH

##### Determining Consumer Categories

- Market intelligence from trusted sources provides data on who is visiting the venue and from where, providing a glimpse into guest profiles and behaviors
- If available, client-provided venue performance metrics, like throughput, transaction times, and others, are gathered into the data set



#### 2 ANALYSIS

##### Determining Project Components

- Daily and instantaneous capacity targets, length of stay, and group dwell time guide the determination of unique guest experiences and project scope
- An Operating Model gathers this data and informs operational needs and expected performance of the venue (guest flow, staffing expectations, revenue opportunities, and more), providing a backbone for the project's programmatic development



#### 3 SPATIAL MODELING & PERFORMANCE

- Research and analysis data is taken into crowd flow and spatial modeling to validate the guest experience program
- Crowd flow studies allow for multiple scenarios to be run with varying parameters, leading to refinement of the program and space ahead of physical execution, saving time and cost



## Client Reference

Karen Schenk  
Sr. Director, Planning & Design  
Columbus Zoo & Aquarium  
(614) 724-3593  
karen.schenk@columbuszoo.org



### At a Glance

**Location**  
Columbus, OH

**Size**  
22,000 SF

**Services**  
Master Planning  
Architecture  
Habitat Design

**Year Completed**  
2022

## North America Master Plan Columbus Zoo & Aquarium\*

Columbus Zoo wanted to renovate one of the oldest regions in their zoo: North America. The overall goal was to improve both the guest experience and animal care for the zoo's existing collection of North American animals, while also inspiring visitors to join in the zoo's efforts to preserve, protect, and live in harmony with local wildlife.

The master plan was the result of juggling many goals and needs. From the animal care perspective, many aging habitats and back-of-house buildings needed improvements. Some needed to be entirely removed, reconsidered, and rebuilt. Improving keeper access routes throughout the region was also critical. From the guest perspective, a clear route through the region needed to be defined, along with a compelling story and take-home conservation message. Resolving existing grade issues to create ADA accessible paths and providing better guest amenities also factored into the final master plan layout.

Ultimately, this project lays the groundwork for transforming CZA's existing North America region from a pass-through experience into a distinct destination full of transformative and educational moments.

\*Work completed by Rebecca Ridderhoff while with another firm

## Client Reference

Steve Byrd  
General Manager  
Grant's Farm  
(314) 843-1700  
steve.byrd@grantsfarm.com



### At a Glance

**Location**  
St. Louis, MO

**Size**  
270 AC

**Services**  
Strategic Planning  
Master Planning

**Year Completed**  
2021

## Grant's Farm Master Plan\*

Grant's Farm is a family-owned historic attraction featuring Clydesdale horses, tram rides through animal enclosures, animal feeding, restaurants and more. Beyond the everyday attractions, guests can enjoy seasonal events, concerts, drone shows, and tours.

The team worked with the stakeholders to determine strategies and solutions to grow attendance while honoring the legacy of the family and the significance of the historic site. The scope of work began with a vital statistics document to understand all guest-forward venues, such as attractions, guest amenities, revenue locations, and special events spaces.

Upon evaluating the existing facility, the team used market intelligence and property guest flow to develop solutions for future guest attraction, amenities, and additional seasonal opportunities. Using a bespoke operating model, we were able to determine operational needs and expected performance of the overall property for the desired attendance growth.

Expansion of special events was the most effective method assessed for growth, so the team developed master plan outlining the locations for new special events spaces, attractions, and amenities, as well as a phased approach for the desired facility growth.

\*Work completed by Josh Rodríguez while with another firm

# THE TEXAS ZOO

## MASTER PLAN & BUSINESS PLAN

**Year Completed:** 2024

**Client:** The Texas Zoo

**Manager:** William K. Baker, Jr., Executive Director

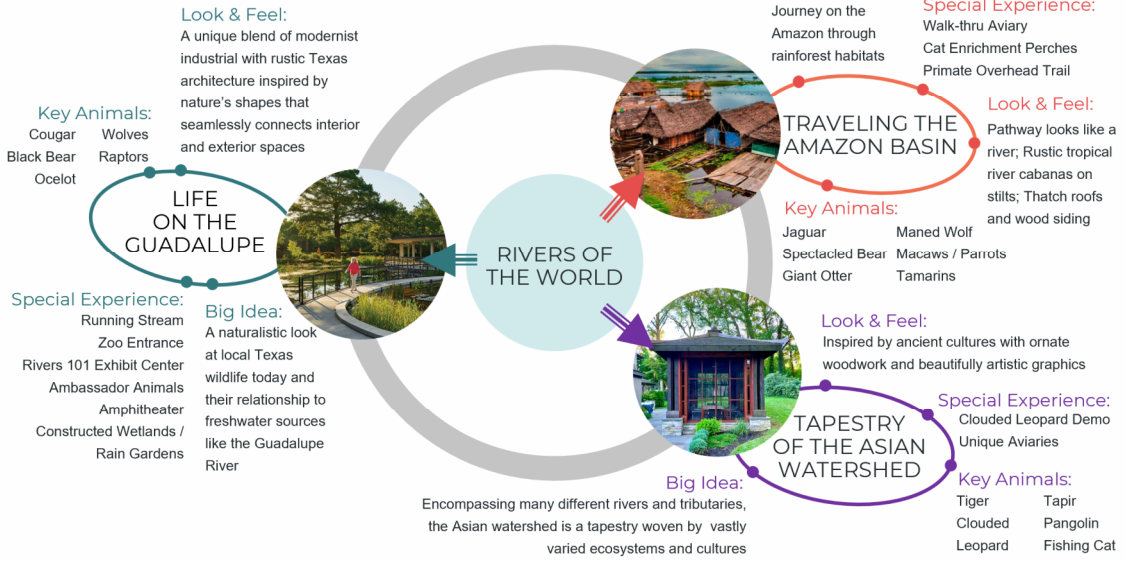
**Contact:** (361) 573-7681                      puma\_cat@hotmail.com

After many years of tumult with multiple changes of leadership and severe flooding, **The Texas Zoo** in Victoria, Texas desperately needed a plan. Felis Consulting was hired to guide the team through the decision-making process of possible relocation, visioning the future zoo, and determining its realistic feasibility. The master plan identified three goals: to become financially sustainable; to contribute to the advancement of Victoria; to become one of the finest small zoos in the country. After confirming relocation is the only option for long-term success and identifying a potential site, the Zoo's vision was defined. At the heart of the Zoo is the story of water—its impact locally and worldwide, focusing on the terrestrial animals that rely on its abundance and scarcity. This led to the creation of three organizing zones: the Guadalupe River and the state of Texas; the Amazonian River Basin, encompassing the countries of northern South America; the tapestry of watersheds across the entire Asian continent. The site plan can be phased, and the total project is budgeted at \$68 million. The business plan modeled profitable operation post-implementation utilizing specific strategies for revenue generation given the projected operating costs, including a major increase in staffing costs. Additionally, an economic impact assessment calculated a 6.7 times change in impact of the Zoo with the full implementation as compared to existing with estimated \$17 million in impact annually and an impressive \$78.5 million total impact over the 15-year phased implementation period.



FULL MASTER PLAN

# WATER IS LIFE



## CONCEPT SUMMARY



ARTISTIC RENDERINGS

Year	Attendance	Revenues	Operating Costs	Profit / Loss	
2025	35,000	\$816,900	\$863,780	-\$46,880	
2026	36,750	\$857,520	\$887,011	-\$29,491	
2027	38,588	\$901,326	\$920,004	-\$18,678	
2028	40,517	\$947,438	\$986,276	-\$38,838	
2029	42,543	\$995,982	\$1,053,041	-\$57,059	
<b>Open Phase 1</b>	<b>2030</b>	<b>125,000</b>	<b>\$2,944,691</b>	<b>\$2,199,473</b>	<b>\$745,219</b>
	2031	125,000	\$2,998,758	\$2,445,698	\$553,060
	2032	118,750	\$2,958,733	\$2,554,495	\$404,239
	2033	112,813	\$2,963,680	\$2,681,053	\$282,627
	2034	113,941	\$3,040,599	\$2,853,455	\$187,143
<b>Open Phase 2</b>	<b>2035</b>	<b>148,123</b>	<b>\$4,011,711</b>	<b>\$3,608,099</b>	<b>\$403,613</b>
	2036	148,123	\$4,080,957	\$3,684,809	\$396,148
	2037	140,717	\$3,938,671	\$3,764,203	\$174,468
	2038	133,681	\$3,928,493	\$3,846,933	\$81,560
	2039	135,018	\$4,118,445	\$3,972,583	\$145,862
<b>Open Phase 3</b>	<b>2040</b>	<b>155,270</b>	<b>\$4,817,443</b>	<b>\$4,572,932</b>	<b>\$244,511</b>
	2041	155,270	\$4,920,828	\$4,679,495	\$241,333
	2042	152,165	\$4,925,941	\$4,798,002	\$127,939
	2043	149,122	\$4,972,039	\$4,919,758	\$52,281
	2044	150,613	\$5,228,087	\$5,057,237	\$170,850
	2045	152,119	\$5,383,376	\$5,198,898	\$184,478

## PROFIT & LOSS PROJECTIONS

Direct & Indirect Impacts	Annual Impact Post-Construction (2041 and beyond)			
<b>Number of Jobs</b>	63			
Full Time	40			
Part Time and/or Seasonal	23			
<b>Employment Earnings</b>	\$3,268,540			
Employee Compensation	\$3,268,540			
<b>Spending Output</b>	\$3,857,128			
Visitor Off-Site Spends				\$3,291,730
Tourists	# Tourists	Ave. Daily Spend	Total	
	31,054	\$98	\$3,043,298	
Residents	# Residents	Ave. Daily Spend	Total	
	124,216	\$2	\$248,432	
Zoo Purchases	Total Spend	% Local	Total	\$409,824
Utilities	\$71,593	100%	\$71,593	
Supplies, General	\$202,836	20%	\$40,567	
Food & Beverage (including animal diets)	\$402,548	50%	\$201,274	
Professional Fees / Contracting	\$120,237	80%	\$96,190	
Construction	% of Project	Cost	% Local	Total
Materials Purchases	70%	\$0	0%	\$0
Labor & Professional Fees	30%	\$0	0%	\$0
Tax Revenues	Tax Rate	Taxable Revenues	Total	\$155,773
On-Site Revenue Spend (Sales Tax 1.5%)	1.5%	\$4,920,828	\$73,812	
Local Construction Materials (Sales Tax 1.5%)	1.5%	\$91,237	\$1,369	
Visitor Off-site Spend (Sales Tax 1.5%)	1.5%	\$3,291,730	\$49,376	
Hotel Occupancy Tax (8.9%)	6.9%	\$452,410	\$31,216	
				Subtotal of Direct & Indirect Impacts
				\$7,125,668

Induced Impacts	Annual Impact Post-Construction (2041 and beyond)			
Multiplier effect in the community	Input	Multiplier		
<b>Number of Jobs</b>	63	1.7	107	
<b>Employment Earnings</b>	\$3,268,540	1.7	\$5,556,516	
<b>Spending Output</b>	\$3,857,128	1.14	\$4,397,128	
			Subtotal of Induced Impacts	
			\$9,953,643	
			<b>TOTAL ANNUAL IMPACT</b>	
			<b>\$17,079,311</b>	

## ANNUAL ECONOMIC IMPACT

# WRIGHT PARK ZOO MASTER PLAN

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**Year Completed:** 2019

**Client:** City of Dodge City

**Manager:** Melissa McCoy, Assistant City Manager

**Contact:** (620) 225-8100    melissam@dodgecity.org

Seven-acre city-owned **Wright Park Zoo**, located in historic Dodge City, faced an uncertain future—close down or re-invest in a full renovation. As a city-owned zoo with zero current revenues, Wright Park Zoo relies entirely on the City for operating and capital budgets. Therefore, measuring public interest in re-investment in the zoo was critical to the decision-making, so the master plan included more than 16 public meetings, two digital surveys, and a digital public feedback website to prove support for the future of the zoo—and to gather an understanding of what would be appealing to residents and tourists alike. From that data, the master plan was created with the goal of improving animal wellbeing, creating revenues, and creating a strong, clear experiential brand identity. Based on projected revenues and operating expenses, the 10-year plan includes two new thematic zones, *Pioneers on the Prairie* and *Viva Kansas!*, with a relocated entry and improved efficiency of back of house service. Both thematic zones were created with the input from the community and tourists, especially the appeal of the historic nature of the region and the unique cultural influence of the large Hispanic community in Dodge City.



ARTISTIC RENDERING



**ARTISTIC RENDERINGS**

# CHEHAW ZOO MASTER PLAN

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**Year Completed:** 2021

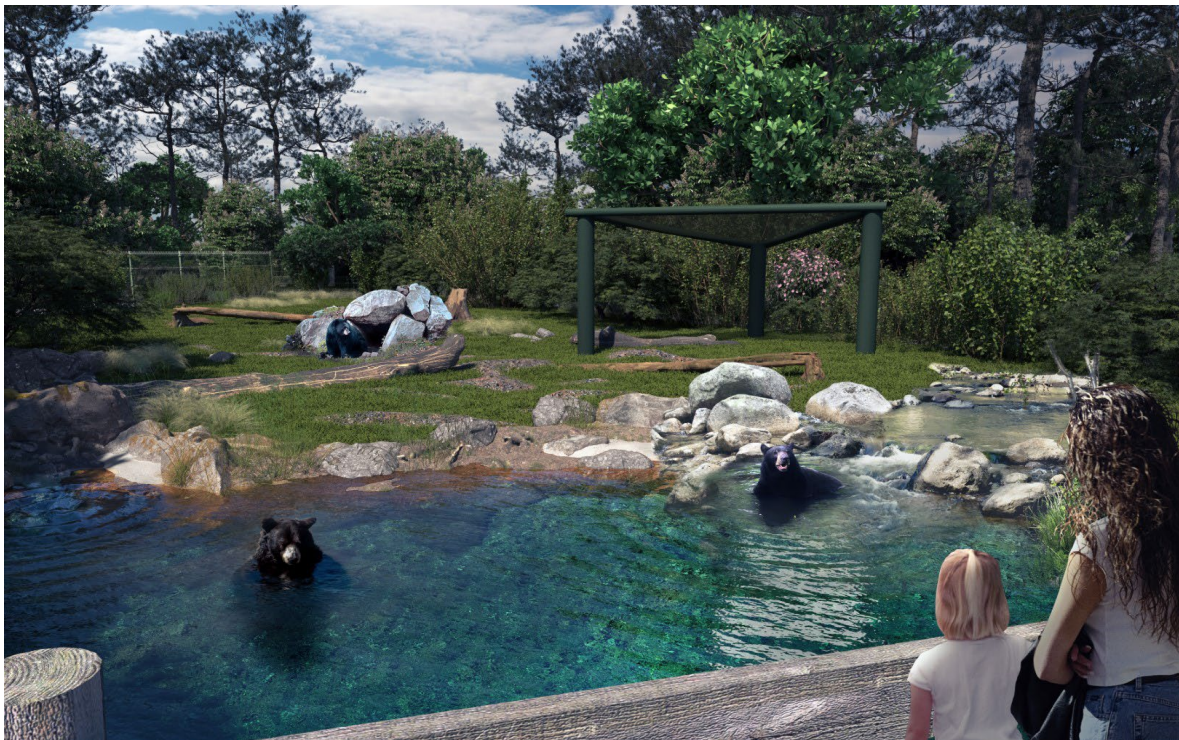
**Clients:** Artesian Alliance

**Manager:** Tommy Gregors, Executive Director

**Contact:** (229) 343-1288

TGregors@artesianalliance.org

**Chehaw Zoo**, located within private, non-profit Chehaw Park on the outskirts of Albany, Georgia, primarily lacked a cohesive brand identity and design approach and faced a mountain of deferred maintenance resulting from recent violent storms. Additionally, the Zoo had lost its AZA accreditation in recent years, and improvements to achieve accreditation guided the master plan. Faced with the challenge of being located on a very active floodplain, the Zoo was reorganized and downsized onto the highest grounds around a central theme of Basecamp Georgia—creating thematic zones based in three key habitats of Georgia. The Wetlands, Grasslands, and Forests zones introduce native animals found in these habitats, then take guests on a journey to visit important similar habitats around the world—balancing a native and exotic animal collection to appeal to both residents and tourists alike. This master plan was phased as part of a larger comprehensive master planning effort by Felis Consulting across four sister institutions of the Artesian Alliance. Chehaw Zoo’s loss of accreditation and declining attendance put it at the top of the priority list within the overall master plan. The zoo master plan shall be completed in four phases within the first stage of implementation of the Artesian Alliance plan.



ARTISTIC RENDERING OF CHEHAW ZOO

**LEGEND:**

1. Parking Lot
2. Zoo Trailhead (to Wetlands Trail & Accessible Recreational Trail)
3. Old Barn Picnic Shelter
4. Mini-Play Area
5. Old Train Depot Picnic Shelter
6. Entry / Exit Building with Toilets & Gift Shop
7. Entry Exhibit
8. Old Reptile House Entry to Forest Zone with Exhibit
9. Visayan Warty Pig
10. Lemur
11. Lorikeet Interactive Feeding Aviary
12. Komodo Dragon
13. Tiger
14. Colobus Monkey
15. Lemur
16. Okapi
17. Bats
18. Black Bear
19. Red Wolf
20. Off-Exhibit Conservation Yards for Red Wolf
21. Aldabra Tortoise
22. Georgia Native Grasslands Aviary
23. Nature Play with Birthday Party Room
24. Domestic Animal Yards and Interaction Zone
25. Red Fox
26. Toilets & Bird Habitat
27. Snack Stand with Indoor Dining Overlooking Cheetah
28. Reptiles and Amphibians of the Grasslands
29. Amphitheater
30. Cheetah
31. Hoofstock Distant Yard
32. Bypass to Black Bear Overlook
33. African Savanna (Hoofstock)
34. Australian Grasslands (Kangaroo, Emu)
35. Bactrian Camel
36. Meerkat Habitat with Pop-Up Photo-Op
37. Rhino and Rhino Interaction Area
38. Tapir and Capybara
39. Fishing Cat, Wetlands Reptiles & Amphibians, and Toilet
40. Education Center
41. Education Animal Habitats and Meet 'n Greet Plaza

42. Flamingos
43. Small Clawed Otters
44. American Alligator
45. Panther
46. Bald Eagle
47. Wetlands Birds of Georgia
48. Native Wetlands Habitat Overlook
49. Accessible Recreational Trail

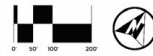
50. Service Road
51. Keeper Support Building
52. Nutrition Center
53. Quarantine Building
54. Veterinary Center
55. Enrichment Garden
56. Service Access Gate into Zoo
57. Service Access Gate into Zoo
58. Perimeter Fence



**ARTESIAN**  
- ALLIANCE -

**CHEHAW ZOO LONG-TERM VISION PLAN**  
Artesian Alliance Comprehensive Master Plan

Scale: 1" = 100'-0"  
December 17, 2021



**FELIS**  
consulting

FLINT RIVER AQUARIUM | CHEHAW ZOO | THRONATEESKA

**Stage 1: PHASE 1 OF CHEHAW ZOO**



**Stage 1: PHASE 3 OF CHEHAW ZOO**



**Stage 1: PHASE 2 OF CHEHAW ZOO**



**Stage 1: PHASE 4 OF CHEHAW ZOO**



# 04. Team Approach

Our team recognizes the importance of proper planning when mapping out the next chapter of your zoo. This is your opportunity to dream big—even as a small zoo! The master plan provides you the chance to plan strategically to create a strong guest experience that meets your mission; to optimize facilities for the needs of planned growth; to increase efficiency and build a financially and environmentally sustainable zoo. However, dreaming big should include understanding what is realistic to achieve, especially from a budget and personnel resource perspective. To achieve this, we need to define and address the successes and deficiencies of the current zoo and create strong foundational goals and strategies to guide the master plan forward.

Engaging the community in conservation, education, and fun appear to be the pillars of the Miller Park Zoo, and the master plan shall be created to uphold these values. In doing so, the master plan must anticipate the infrastructure required to support:

- **Staffing Needs:** Supporting staff through safe, efficient facility design with the room to do their best work; understanding design impacts on staff capacity.
- **Physical Infrastructure:** Service roads; utilities; water run-off and potential re-use; alternative green practices, construction, and energy sources; existing landscaping.
- **Animal Wellbeing:** Creating enriching environments for all of the animals in your care; allowing freedom of choice for animals to participate in programs and encourage natural behaviors; creating safe spaces for veterinary care; ensuring adequate off-exhibit spaces; meeting and exceeding AZA and USDA standards.
- **Visitor Experience:** Making meaningful experiences for all, inclusive of all ages and abilities; creating opportunities for guests to get up-close to animals; parking and toilet capacity; ease of entry and exit; addressing visitor comforts such as seating, shade, refreshments; infrastructure to support after-hours and holiday events.
- **Educational Programming:** Classroom capacity; spaces for outdoor learning; ability to host overnights; capacity for summer camps; efficiency of drop-off and entry for groups in addition to bus access and parking.

The master plan will serve as a roadmap to guide your zoo towards its vision. It will represent the shared vision among stakeholders and become a tool to build additional support and raise the necessary funds for implementation.

The Miller Park Zoo master plan will follow a traditional master planning process starting with a robust Analysis & Visioning phase, followed by Creative Development (focusing on site plan and experience design), and wrapping up with Implementation Planning (which is comprised of artistic renderings, phasing plans, attendance and capital cost projections, and a roll-out schedule).

## PHASE 1A: VISIONING & ANALYSIS — DEFINING POTENTIAL

The focus of this phase is defining the potential for the zoo—its purpose, experiences, customers, brand, culture, physical environment, etc.—and assess how each is performing today. Through analysis and discussions, we'll create a list of Goals and Strategies for the future. These will become the structure upon which we create a physical plan.

Our research will begin with an onsite kick-off meeting to meet the client team, experience the zoo first-hand, gather information on the site and facilities, and interview stakeholders and staff. Prior to this visit, we will prepare and distribute a questionnaire to key people within each of the stakeholder groups. Their responses will become the foundation for our interviews and discussions at the kick-off meeting.

In order to fully understand the opportunities of the zoo for staff and visitors, we need to examine the strengths and constraints of the existing site. During our site analysis, we'll examine:

- Animal Habitats and Care Facilities
- Service Facilities & Service Vehicle Access
- Existing Land Use
- Visitor Amenities
- Visitor Attendance & Circulation
- Traffic, Parking & Existing Contextual Location
- Existing Utilities & Infrastructure
- Hydrology & Topography & Existing Vegetation

These aspects will be analyzed through a combination of on-site observations, surveys, and interviews with staff, in addition to study of historical data and existing maps aerial imagery. Our findings will be compiled and presented in a series of diagrams, charts, narrative summaries, and facilities evaluation matrices.

# 04. Team Approach

During this time, we will also be compiling market-analysis data and conducting research to assess different components of the market including:

- **Reviewing past organization growth plans** (strategic plans, working plans, etc.)
- **Assessing the current and potential audience:** Who is visiting, where are they coming from, how long are they staying, and what are their motivations for visiting? Who are we missing currently, and what are their potential barriers to visitation?
- **Assessing the brand:** What is the “personality” of the existing zoo? What message is being communicated to visitors? What, if any, updates should be made to these?
- **Defining the competitors:** What other attractions in the area are competing for this same audience? How will we differentiate? What are the opportunities for new products, guest experiences, or services in the current marketplace?
- **Benchmarking:** What attractions across the nation are similar in size, organization, climate, and operating budget and what can we learn from them?

Although the development of a business plan is not included in this master plan, we will also analyze your existing zoo’s revenue generation to understand future potential. We will utilize AZA Earned Revenue at comparable institutions as a baseline for evaluation.

Finally, as part of the Analysis phase, we’ll develop a public engagement plan based on your goals and the audience you want to reach. We can help develop a digital perceptions survey to distribute to known zoo supporters (school groups, parents, members, community groups, etc.) as well as to local and tourist non-visitors. For in-person workshops, we’ll discuss the best approach for your facility to reach the intended audience more efficiently. In the past, we have held formal workshops with invited guests, open-houses with the general public, and produced tabling content (exercises and displays) that staff members have taken to community events. After we’ve considered all information, we’ll create a list of Goals and Strategies which will provide the springboard for creative brainstorming in the next phase.

## PHASE 1B: CREATIVE DEVELOPMENT—DEFINING THE BRAND EXPERIENCE

Using the analyses of Phase 1A as the foundation for creative development, we will outline the guest experiences and supporting infrastructure which will allow you to achieve the defined Goals and Strategies.

We’ll begin with a brainstorming workshop where we will discuss your aspirational brand and ideas for revenue generation, programs, experiences, and support spaces. We will also define key stories or messages that you want to tell at Miller Park Zoo, and discuss goals for your animal collection—such as well-being needs, enrichment, interactions, SSP involvement, etc.

Following this workshop, the design team will develop a brand experience statement and gather supporting, inspiration images to help create a structure for any future thematic zones within the zoo. The brand experience will go hand-in-hand with the site organization and serve as a guiding star for the entire zoo experience. The brand experience statement will be discussed with the zoo team, alongside review of the first round of site plan diagrams that illustrate how the experiential concepts and educational messages (described in the brand experience) can be incorporated into the existing zoo site and how circulation for guests and service can be improved to maximize safety and efficiency.

At the same time, the design team will develop design program spreadsheets utilizing AZA and USDA standards and capacity calculations to right-size all future and renovated facilities. We’ll also begin the first round of estimating construction costs to establish project budgets. If desired, this is also the perfect time to conduct a second digital survey or host in-person workshops / focus groups. With all this data in hand, we’ll review the project concepts and estimates with the zoo team and select those projects to be included within the final master plan. Rendered site plans and artistic renderings will be completed at this time (or in conjunction with public input) to communicate the look and feel of guest experiences and help support fundraising and marketing efforts.

# 04. Team Approach

## PHASE 1C: STRATEGIC DEVELOPMENT PLAN— CREATING A ROADMAP

From there, we plan the phased implementation of the master plan, making sure that the suggested phasing of the projects meets the strategies and goals outlined in Phase 1 and builds momentum for on-going growth. This roll-out plan will also include an assessment of fundraising needs and associated attendance and capital cost inflation projections. Once a roll-out plan is agreed upon, phased site plans will be produced showing the iterative implementation of the new zoo based on considerations of revenue generation, mission, and construction logistics.

The design team will combine this information into a single report and distribute it to the planning committee for review prior to final publication. We will also provide drawing files suitable for printing locally at 24" x 36" size. After publishing, we will present the full, final master plans to local audiences at a community meeting, if requested.

## PHASE 2: FULL DESIGN - IMPLEMENTATION OF SELECTED PROJECTS

We recognize the importance of an on-going relationship with your zoo master planner for design continuity as relocation plans progress. LJC and Felis Consulting can offer full design services through construction (as Architect of Record), and we would be thrilled to continue to partner with you as you bring this master plan to life.

As the selected projects are determined, we will participate in a kick-off with your team to confirm the overarching goals and needs for the project. As early as possible, we will initiate the survey to support the planning phase. We will meet with the Owner team throughout the planning phase to ensure the design approach is aligning with the project goals. We would provide design options for evaluation and review. At the end of the planning phase, we will present options to the City Council and at a public hearing, if required. Deliverables for presentation shall include site plans, interior plans, renderings, proposed project schedule and project costs.

After a concept from the planning phase is chosen, we will begin the Design Phase, following the AIA standard Schematic Design, Design Development, and Construction Document sub-phases. At the start of each phase, we will have a kick-off meeting with the internal design team to ensure all members understand the goals, deliverables, and deadlines. LJC will host weekly meetings to discuss any coordination topics or issues to ensure a resolution is timely to not delay the development of the project. These meetings are sometimes ten minutes, and sometimes an hour. We have found a group discussion is critical to ensure all disciplines are reacting to all other disciplines.

After each meeting, LJC will publish a note log of what was discussed, resolved, and outstanding. Each outstanding item will be assigned to a consultant with a deadline for resolution. The Owner can participate in any or all meetings, and will have access to this log throughout the process.

# 04. Team Approach

## Sample Schedule

Phase	Week #	Task or Milestone
<b>Visioning &amp; Analysis</b> (10 - 12 weeks)	0	Contract Signed
	1	Project planning call & questionnaires from distributed to stakeholders
	3	Background information and questionnaire responses received from MPZ
	4	Trip 1: Kick-off Workshop On-Site (2 days) <ul style="list-style-type: none"> <li>• Site Visit &amp; Evaluations (1 day)</li> <li>• Stakeholder Interviews (4 hours)</li> <li>• Public Engagement Strategy Discussion (1 hour)</li> </ul>
	5	Web Conference: Public Engagement Draft Review
	5	Web Conference: Digital Survey Approval & Planning for In-Person Public Workshops
	6	Digital Survey Distributed
	9	Trip 2: Draft Analysis Review & <b>In-Person Public Workshops</b> (2-day trip)
	12	Trip 3: Review of Analysis & Public Engagement Results and Discuss Goals & Strategies for Master Plan (Day 1 of 2-day trip)
<b>Creative Development</b> (8 - 10 weeks)	12	Trip 3: Brainstorming & Brand Experience Charrette (Day 2 of 2-day trip)
	14	Web Conference: Review of Brand Experience, Overall Organization & Conceptual Zone Narrative Diagrams
	16	Trip 4: Review of Revisions to Above, Plus Review Conceptual Zone Inspiration Boards & Site Layouts (1 day)
	18	Web Conference: Review of Revisions to Above, Plus Review Design Programs
	19	Trip 5: <b>Focus Groups to Review Master Plan</b> (can be completed via digital survey instead—adds 3 weeks)
	20	Web Conference: Review of Results of Focus Groups and / or Digital Concept Testing, Discuss Revisions Desired, if any
	22	Web Conference: Review Revisions to Master Plan and Draft Project Budgets
<b>Strategic Development Plan</b> (7 - 8 weeks)	24	Trip 6: Review Revised Project Budgets, Draft Roll-Out Schedule & Choose Renderings (1 day)
	26	Web Conference: Review of Phased Site Plans & Roll-Out Schedule, Draft Renderings, Revised Project Budgets, Attendance Projections
	28	Web Conference: Review Final Revisions to Renderings, Budgets, Attendance Projections, Roll-Out & Phasing Plans
	29	Draft Master Plan Published for Review
	29	Trip 7: <b>Public Meeting for Review of Master Plan</b> & Discussion of Comments on Draft Master Plan Book from MPZ; Discussion of any final revisions
	30	Final Master Plan Book & Supporting Files Published

**ST. LOUIS**

8640 Evans Ave.  
St. Louis, MO 63134

**CHICAGO**

35 E Wacker Dr., Suite 1300  
Chicago, IL 60601

**DENVER**

1801 California St., Suite 2400  
Denver, CO 80202

**KANSAS CITY**

2101 Broadway Blvd., Suite 22  
Kansas City, MO 64108

**LOS ANGELES**

8590 National Blvd  
Culver City, CA 90232

**PHOENIX**

2398 E. Camelback Rd, Suite 520  
Phoenix, AZ 85016



## CONSENT AGENDA ITEM NO. 7.P.

**FOR COUNCIL:** April 28, 2025

**WARD IMPACTED:** City-Wide Impact

**SUBJECT:** Consideration and Action on a Resolution Approving the List of Designated Architectural, Engineering, and Professional Services Firms Selected from Responses to the City's Request for Qualifications (RFQ #2025-32), as requested by the Engineering Department and the Public Works Department.

**RECOMMENDED MOTION:** The proposed Resolution be approved.

**STRATEGIC PLAN LINK:**

Goal 2. Upgrade City Infrastructure and Facilities

**STRATEGIC PLAN SIGNIFICANCE:**

Objective 2d. Well-designed, well maintained City facilities emphasizing productivity and customer service

**BACKGROUND:** If approved, the City will move forward with designating the selected firms for architectural, engineering, and professional services. Approval of the Resolution is recommended by the Engineering, Public Works - Facilities Division, Water, Public Works, and Parks & Recreation Departments.

Prior to 2016, the City selected professional firms to provide architectural, engineering, and professional services on an individual project basis. Most of these selections were performed using a Professional Services Qualification-Based Selection ("QBS") Process. This process involves: 1) sending out Request for Qualifications ("RFQ"); 2) reviewing the submitted Statement of Qualifications based on the criteria outlined in the RFQ and narrowing the list to a few consultants; 3) interviewing these consultants; and 4) selecting the top consultants. To minimize individual bias, the process is performed by a committee of at least four individuals associated with the project, typically City staff. The process is time-consuming and expends considerable resources, especially when done on a project-by-project basis.

In order to increase staff efficiency, reduce limited resource expenditures, and expedite the backlog of infrastructure maintenance and repair projects, the process was modified in 2016 with the City's first-ever issuance of a multi-year general architectural and engineering RFQ. The purpose of the 2016 RFQ, 2019 RFQ, 2022 RFQ, and recommended 2025 RFQ is to provide a list of professional firms that can be readily utilized for various projects throughout the City.

Multiple firms were selected for each of the following categories: (1) architectural; (2) structural and geotechnical engineering; (3) potable water supply, treatment, and mechanical maintenance; (4) utility infrastructure; (5) transportation; (6) land survey; (7) asset management; (8) environmental engineering; (9) environmental evaluation; (10) arc flash; (11) geotechnical and field testing and services; (12) landscape design; and (13) solar planning

and design. The categories were determined based on the past projects within City departments that often use consultants. The selected consultants can be utilized in any department, but most utilization will be from the recommending departments.

Since the consultants have already been selected through the City's QBS process, when a specific project arises under one of these categories, staff will determine the most qualified firm for the specific project and then attempt to negotiate favorable contractual terms with the most qualified firm. If the contractual terms or price cannot be agreed upon, staff will then start negotiating with the firm deemed to be the second most qualified for the project. Once staff have a recommended contract, the formal approval will go through the City's standard procurement process. Utilizing this system, City staff estimates that using designated firms within these categories will result in projects being started three to four months quicker than if a separate QBS process was utilized for each project. In addition to the aforementioned benefits, this RFQ may reduce strain on City budgets by maximizing our ability to seek grants for projects.

Staff expect that individual-specific RFQs will be issued for projects that are complex, unique, or include specific grant or funding requirements. Therefore, selection for most, but not all, projects will fall under this Multi-Year Professional Architectural, Engineering, and Professional Services RFQ.

As indicated, all of the firms were selected using the City's QBS process. The City's procurement agent was involved in this entire process to ensure that the procedure was performed in accordance with applicable standards. A list of the selected firms and the professional services category for which they were selected is attached. Note that the City's Local Preference Ordinance is not applicable to this process, as legal and federal requirements require strict adherence to the selection of such professionals based on qualifications.

**COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED:** RFQ #2025-32 was released through the City's *OpenGov* portal and advertised in *The Pantagraph* on February 3, 2025.

**FINANCIAL IMPACT:** Adoption of this resolution has no immediate financial impact. Contracts for projects initiated from this RFQ will be implemented in accordance with the City's procurement policy.

Respectfully submitted for consideration.

Prepared by: Bob Yehl, Assistant City Engineer

**ATTACHMENTS:**

[ENG 2B Resolution](#)

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

[ENG 2D Categories](#)

**RESOLUTION NO. 2025 - \_\_\_\_\_**

**A RESOLUTION APPROVING THE LIST OF DESIGNATED ARCHITECTURAL, ENGINEERING, AND PROFESSIONAL SERVICES FIRMS SELECTED FROM RESPONSES TO THE CITY'S REQUEST FOR QUALIFICATIONS (RFQ #2025-32)**

**WHEREAS**, subject to the provisions of the City Code, City staff are recommending the approval of a list of designated select firms, through the Fiscal Year ("FY") 2025 multi-year professional architectural, engineering, and professional services request for qualifications (RFQ #2025-32), that are the most qualified to perform general architectural, engineering, and professional services for a three-year period, with the option to requalify the firms for two additional, one-year periods (Exhibit A); and

**WHEREAS**, properly maintained public streets, sidewalks, sewers, water mains, buildings, parks, equipment, facilities, and other infrastructure are vital to the public health, public safety, and economic vitality of the community; and

**WHEREAS**, the City Council has received or adopted the City of Bloomington Streets, Sidewalks, Sewers, Lighting, Bicycle, Parks, Miller Park Zoo, and Facilities Master Plans; and

**WHEREAS**, the maintenance, repair, and construction of projects identified in these master plans, as included in the capital plan, and as arise from time to time, often require professional architectural, engineering, and other professional services; and

**WHEREAS**, the City issued a request for qualifications for the professional architectural, engineering, and professional services and have evaluated the firms deemed to be the most qualified to provide said services to the City using a Qualifications Based Selection ("QBS") process; and

**WHEREAS**, the City Council finds it in the best interest of the City to designate and select firms that are the most qualified to perform professional architectural, engineering, and other professional services to the City.

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

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

**SECTION 2.** The City Council hereby determines that the firms, as outlined in Exhibit A, are deemed to be the most qualified to provide services in the stated fields of general architecture, engineering, and professional services to the City and hereby selected accordingly.

**SECTION 3.** The firms outlined in Exhibit A shall be and are deemed the most qualified to provide the respective and identified professional services to the City. Except where individual specific RFQs are issued for projects that are complex, unique, or include specific grant or funding requirements, otherwise all projects where the City needs to utilize an outside professional within architectural, engineering and/or professional services fields, it shall utilize the list attached as Exhibit A and within said categories review the submittal information from each qualified firm to

determine the most qualified for the specific project. City staff shall then negotiate with the firm it deems as most qualified for the specific project and if an agreement is reached on contractual terms and price, the proposed firm contract shall be recommended for selection and approval. If an agreement cannot be reached as to contractual terms and price with the firm selected as the most qualified, it shall then begin negotiating with the next selected firm, and this process shall continue until an agreement can be reached.

**SECTION 4.** The determination of qualifications set forth herein shall be valid for three years, although upon a positive recommendation from staff, the City Manager may authorize the extension of the qualifications for any of the firms listed in Exhibit A for two additional one-year periods. City’s procurement manager shall send notification of extension letters to the firms 45 days prior to the expiration of the three-year initial period or the first one-year extension period.

**SECTION 5.** The City Manager, or designated representatives, are authorized to execute any necessary documents.

**PASSED** this 28th day of April 2025.

**APPROVED** this \_\_\_\_ day of April 2025.

**CITY OF BLOOMINGTON**

**ATTEST**

\_\_\_\_\_  
Mboka Mwilambwe, Mayor

\_\_\_\_\_  
Leslie Smith-Yocum, City Clerk

## EXHIBIT A

**MULTI YEAR PROFESSIONAL ARCHITECTURAL, ENGINEERING, and PROFESSIONAL SERVICES (RFQ 2025-32)**

**SELECTED FIRMS**

No.	Company	A: Architectural		B: Structural & Geotechnical		C: Potable Water		D: Utility Infrastructure		E: Transportation		F: Land Survey		G: Asset Management		H: Environmental Engineering		I: Environmental Evaluation		J: Arc Flash		K: Geotechnical & Field Testing		L: Landscape Design		M: Solar Planning & Design	
		Small	Large	Small	Large	Small	Large	Small	Large	Small	Large	Small	Large	Small	Large	Small	Large	Small	Large	Small	Large	Small	Large	Small	Large	Small	Large
1	Bailey Edward Design Inc.	X	X																								
2	Baxter & Woodman					X	X	X	X								X	X						X	X		
3	BKV Group	X	X																								
4	CDM Smith					X	X	X	X																		
5	Clark Dietz							X	X											X	X					X	X
6	Crawford, Murphy & Tilly			X	X	X	X	X	X	X	X																
7	Design Mavens Architecture	X	X																								
8	Dewberry Engineers	X	X																	X	X					X	X
9	Donohue & Associates			X	X	X	X	X	X																		
10	Eckenhoff Saunders	X	X																								
11	ECS Midwest																	X	X								
12	Farnsworth Group	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X			X	X			X	X	X	X
13	Fehr Graham							X	X	X	X	X	X			X	X										
14	Hanson Professional Services			X	X			X	X	X	X			X	X	X	X										
15	Hewn Studio	X																									
16	Hutchison Engineering							X	X	X	X																
17	IDEAL Environmental Engineering																	X	X								
18	Indigo Ecological Design																							X	X		
19	Kluber Architects + Engineers	X	X																								
20	Land Design Professionals									X		X															
21	Lewis, Yockey & Brown											X	X														
22	Lochmueller Group			X	X	X	X			X	X																
23	Northwater Consulting															X	X										
24	Planning Resources																							X	X		
25	RJN Group							X	X					X	X												
26	TWM			X	X			X	X	X	X	X	X														
27	Walker Consultants			X	X																						
28	WHKS			X	X			X	X	X	X																

Note: Small projects are defined as those where the fee is less than \$50,000. Large projects are defined as those where the fee is \$50,000 or greater.

**CATEGORIES & SPECIFIC WORK TYPE**  
**FY25 MULTI-YEAR ARCHITECTURAL, ENGINEERING and PROFESSIONAL SERVICES**  
**RFQ #2025-32**

- A. Architectural
  - 1. Facilities Master Planning
  - 2. Space Needs Analysis and Utilization Study
  - 3. Office Space Layout and Design
  - 4. Building Demolition Design and Coordination
  - 5. Building Renovation, Improvement, and New Construction Design
  - 6. Building HVAC Evaluation, Renovation, and New Construction Design
  - 7. Building Electrical Evaluation, Renovation, and New Construction Design
  - 8. Building Plumbing Evaluation, Renovation, and New Construction Design
  - 9. Building ADA and Life Safety Evaluation and Design
- B. Structural and Geotechnical Engineering
  - 1. Buildings and Related Components
  - 2. Parking Garage Design, Repair and Restoration
  - 3. Bridges and Related Components
  - 4. Retaining Walls, Culverts, Towers, Storage Tanks, and other Miscellaneous Structures
  - 5. Dam Inspections and Reporting
  - 6. Geotechnical Investigations, Studies, and Analysis
- C. Potable Water Supply, Treatment, and Mechanical Maintenance
  - 1. Water Supply Treatment, Storage and Distribution Technologies and Regulatory Compliance
  - 2. Drinking Water Treatment Process, Piping, Valves, and Storage
  - 3. System Modeling and Hydraulic Analysis
  - 4. Chemical Storage and Feed Systems
  - 5. Process Instrumentation, Control Systems, and Supervisory Control and Data Acquisition (SCADA)
  - 6. Electrical Power and Distribution Systems
  - 7. Pumps, Motors, and Controls
  - 8. Water Analysis and Laboratory Facilities
- D. Utility Infrastructure
  - 1. Water Distribution and Transmission
  - 2. Storm Sewers and Storm Water Drainage
  - 3. Sanitary Sewers
  - 4. Hydrological Investigations, Studies, and Analysis
  - 5. Subsurface Utility Engineering
  - 6. Hydraulic Modeling
- E. Transportation
  - 1. Streets, Sidewalks, and Trails
    - a) Planning
    - b) Design
    - c) Construction Services
    - d) Pavement Analysis and Design
  - 2. Traffic
    - a) Counts

- b) Analysis
  - c) Feasibility and Intersection Design Studies
  - d) Signal Design and Network Analysis
  - e) Pavement Markings
- F. Land Survey
- 1. Topographic Surveys
  - 2. Right-of-way Acquisition and Construction Easement Surveys
  - 3. Preparation of Plats and Legal Descriptions
  - 4. Locate and / or Establish Property Boundaries
  - 5. Right-of-way and Easement Staking
- G. Asset Management
- 1. Condition Assessment (right-of-way infrastructure, green infrastructure, etc.), Facilities Management Systems
  - 2. Data Collection Using Various Technologies (drones, LIDAR, specialty software, etc.)
  - 3. Data Analysis and Management Tools
  - 4. Data Management and Manipulation
- H. Environmental Engineering
- 1. Environmental, Biological, Cultural Permits
  - 2. Environmental Site Assessments and Investigations
  - 3. Permit Acquisition Assistance; IEPA, IDNR, COE, etc.
  - 4. Stream and Wetland Assessments
  - 5. Watershed Management
- I. Environmental Evaluation
- 1. Asbestos, Lead, Mold, and other Environmental Hazards Inspection, Testing, and Mitigation Design
- J. Arc Flash
- 1. Field Verification, Evaluation, and Documentation
  - 2. Short Circuit, Coordination, and Arc-flash Studies and Reports
  - 3. Hazard Labeling, Field Adjustments, and Record Drawing Updates
  - 4. Training related to Hazards, Report Overview and Recommendations, Maintenance Procedures, Labeling, and PPE Selection
- K. Geotechnical and Field Testing Services
- 1. Density, Gradation and Other Testing of Fill, Sub-grade, and Aggregate Base Materials
  - 2. Concrete and Asphalt Sampling and Testing
  - 3. Soil Borings
  - 4. Pavement Cores
- L. Landscape Design
- 1. Design
  - 2. Presentation
  - 3. Project Development
  - 4. Landscape Maintenance
  - 5. Planting
  - 6. Lawn care
  - 7. Hardscape
  - 8. Grading
  - 9. Tree Removal

## 10. Irrigation Design and Maintenance

### M. Solar Planning and Design

1. Site Evaluations for Potential Solar Array Installations
2. Roof Mounted Solar Array Evaluation, Planning, and Design
3. Ground Mounted Solar Array Evaluation, Planning, and Design

### Additional services related to all above categories (Not an exclusive Category)

1. Pre-Design Planning and Preparation of Schematic Design Documents
2. Preparation of Plans and Specifications
3. Preparation of Contract and Bidding Documents
4. Preparation of Construction Cost Estimate
5. Preparation of Estimate of Time
6. Coordination and Attendance of Public Meetings
7. Preparation of Record Drawings
8. Construction Observation Services
9. Permit Preparation and Acquisitions

The respondent must indicate on each category submission what project size (small, large or both) they are interested in being considered. Small projects are those where the fee is less than \$50,000. Large projects are those where the fee is \$50,000 or greater.



**CONSENT AGENDA ITEM NO. 7.Q.**

**FOR COUNCIL:** April 28, 2025

**WARD IMPACTED:** City-Wide Impact and Ward 7

**SUBJECT:** Consideration and Action on a Resolution Approving an Agreement with Stark Excavating, Inc. for Wylie Drive & Maple Hill Road Intersection Improvements (Bid #2025-25), in the Amount of \$448,920.50, as requested by the Engineering Department.

**RECOMMENDED MOTION:** The proposed Resolution be approved.

**STRATEGIC PLAN LINK:**

Goal 2. Upgrade City Infrastructure and Facilities

Goal 5. Great Place - Livable, Sustainable City

**STRATEGIC PLAN SIGNIFICANCE:**

Objective 2a. Better quality roads and sidewalks

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

**BACKGROUND:** This project was originally bid and advertised on May 9, 2024, as Bid #2025-03. The City received one bid from Stark, which was significantly higher than the engineer's estimate. Council approved the rejection of the bid on July 8, 2024. The Engineering Department amended the project scope in an effort to reduce the cost of the project. The project was bid a second time (Bid #2025-25) on January 31, 2025. The City received only one bid from Stark, which was higher than the engineer's estimate.

City Council approved Resolution No. 2025-42 on February 24, 2025, rejecting the sole bid from Stark, waiving the technical bidding requirements, and authorizing direct negotiations with Stark. City staff conducted negotiations with Stark for the proposed agreement (attached). Contingency is included in the agreement and shall be at the City's sole discretion, and any amount not used during the project shall revert to the City and not be paid to the contractor.

If approved, the City will enter into an agreement with Stark Excavating, Inc. ("Stark") for the project, which includes: 1) new sidewalk ramps at the northwest, northeast, and southeast corners of the intersection; 2) a new pedestrian refuge island located in the center of Wylie Drive on the north side of the intersection; 3) new sidewalk on the south side of Maple Hill Road extending approximately 290 feet east; 4) new sidewalk on the east side of Wylie Drive, from Market Street to Maple Hill Road; and 5) new concrete pavement located within the crosswalk area crossing Maple Hill Road.

**COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED:** N/A

**FINANCIAL IMPACT:** If approved, the City will enter into an agreement with Stark Excavating, Inc. in the amount of \$448,920.50. This is included in the FY 2025 Budget at a cost of \$629,633.00 with a DCEO grant for \$200,000. This project will be paid for out of the Capital Improvement Fund-Street Construction & Improvements account (40100100-72530). The

DCEO Grant Reimbursement will be recorded in the Capital Improvement Fund-State Grants account (40100100-53120). Stakeholders can locate this in the FY 2025 Budget Book titled "Other Funds & Capital Improvement" on pages 79, 81, 225, 246, 287, and 288.

Respectfully submitted for consideration.

Prepared by: Brock Sutton, Engineer

**ATTACHMENTS:**

[ENG 3B Resolution](#)

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

[ENG 3D Location Map](#)

**RESOLUTION NO. 2025 - \_\_\_\_**

**A RESOLUTION APPROVING AN AGREEMENT WITH STARK EXCAVATING, INC. FOR WYLIE DRIVE & MAPLE HILL ROAD INTERSECTION IMPROVEMENTS (BID #2025-25), IN THE AMOUNT OF \$448,920.50**

**WHEREAS**, subject to the provisions of the City Code, City staff are recommending an agreement with Stark Excavating, Inc. be approved for the Wylie Drive & Maple Hill Road Intersection Improvements Construction (Exhibit A), in the amount of \$448,920.50 ("PROJECT"); and

**WHEREAS**, the PROJECT consists of the installation of new American with Disabilities Act (ADA) compliant sidewalk ramps at the northwest, northeast, and southeast corners of the intersection, a new pedestrian refuge island located in the center of Wylie Drive on the north side of the intersection, new sidewalk on the south side of Maple Hill road extending to the east, and new Portland Cement Concrete (PCC) pavement located within the intersection; and

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

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

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

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

**PASSED** this 28th day of April 2025.

**APPROVED** this \_\_\_\_ day of April 2025.

**CITY OF BLOOMINGTON**

**ATTEST**

\_\_\_\_\_  
Mboka Mwilambwe, Mayor

\_\_\_\_\_  
Leslie Smith-Yocum, City Clerk

## EXHIBIT A

CITY OF BLOOMINGTON AGREEMENT WITH

Stark Excavating, Inc.

FOR

Wylie Drive & Maple Hill Road Intersection Improvements

THIS AGREEMENT, dated this \_\_\_ day of April 2025, is between the City of Bloomington, IL (hereinafter "CITY") and Stark Excavating, 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:

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

[ ] This Agreement was subject to the following procurement initiative by the CITY: \_\_\_\_\_ (hereinafter "REQUEST").

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**If to VENDOR:**

Stark Excavating, Inc.  
Attn: David Stark Jr  
1805 W. Washington St.  
Bloomington, IL 61701  
dstarkjr@starkcompanies

Copy to:

Anthony Pieper  
Stark Excavating, Inc  
apieper@starkcompanies

**If to CITY:**

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

Copy to:

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

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

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

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

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

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

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

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

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

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

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

CITY OF BLOOMINGTON

By: \_\_\_\_\_  
Its City Manager

ATTEST:

By: \_\_\_\_\_  
Its City Clerk

VENDOR

By:  \_\_\_\_\_  
Its Vice President

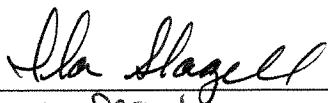
By:  \_\_\_\_\_  
Its Secretary

EXHIBIT A  
DESCRIPTION OF SERVICES/WORK PROVIDED

The proposed improvements include:

1. New pedestrian refuge island in the center of Wylie Drive just North of Maple Hill Road.
2. New sidewalk ramps at NW, NE, and SE corners of the intersection.
3. New sidewalk on the south side of Maple Hill Road, extending approximately 290' to the east.
4. New sidewalk on the east side of Wylie Drive, extending 350' north from Market Street to Maple Hill Road.
5. New PCC Pavement located within the crosswalk area crossing Maple Hill Road.
6. All other related items including removals, grading, and storm sewer improvements.

VENDOR will adhere to all scheduling requirements as set forth in the 12/17/24 Special Provisions document, which shall be incorporated into this agreement. This includes a final completion date of August 29, 2025 for all items.

EXHIBIT B  
COSTS/FEEES

**CITY OF BLOOMINGTON**  
**Wylie Drive & Maple Hill Intersection Improvements**  
**LIST OF PAY ITEMS**

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
<b>QUANTITIES</b>					
20200100	EARTH EXCAVATION	11	CU YD	\$ 1,000.00	\$ 11,000.00
21101505	TOPSOIL EXCAVATION AND PLACEMENT	52	CU YD	\$ 300.00	\$ 15,600.00
25000110	SEEDING, CLASS 1A	0.1	ACRE	\$ 20,000.00	\$ 2,000.00
25000400	NITROGEN FERTILIZER NUTRIENT	9	POUND	\$ 3.25	\$ 29.25
25000500	PHOSPHORUS FERTILIZER NUTRIENT	9	POUND	\$ 3.25	\$ 29.25
25000600	POTASSIUM FERTILIZER NUTRIENT	9	POUND	\$ 3.25	\$ 29.25
25100630	EROSION CONTROL BLANKET	531	SQ YD	\$ 2.25	\$ 1,194.75
28000400	PERIMETER EROSION BARRIER	560	FOOT	\$ 2.75	\$ 1,540.00
28000510	INLET FILTERS	2	EACH	\$ 160.00	\$ 320.00
35101600	AGGREGATE BASE COURSE, TYPE B 4"	523	SQ YD	\$ 46.00	\$ 24,058.00
COB42401	PCC SIDEWALK, SPECIAL	75	SQ FT	\$ 400.00	\$ 30,000.00
42300400	PORTLAND CEMENT CONCRETE DRIVEWAY PAVEMENT, 8 INCH	64	SQ YD	\$ 260.00	\$ 16,640.00
42400300	PORTLAND CEMENT CONCRETE SIDEWALK 6 INCH	3734	SQ FT	\$ 24.00	\$ 89,616.00
42400800	DETECTABLE WARNINGS	74	SQ FT	\$ 38.00	\$ 2,812.00
44000100	PAVEMENT REMOVAL	189	SQ YD	\$ 51.00	\$ 9,639.00
44000200	DRIVEWAY PAVEMENT REMOVAL	96	SQ YD	\$ 27.00	\$ 2,592.00
44000500	COMBINATION CURB AND GUTTER REMOVAL	155	FOOT	\$ 15.50	\$ 2,402.50
44000600	SIDEWALK REMOVAL	266	SQ FT	\$ 4.00	\$ 1,064.00
550A0050	STORM SEWERS, CLASS A, TYPE 1 12"	41	FOOT	\$ 360.00	\$ 14,760.00
55100500	STORM SEWER REMOVAL 12"	52	FOOT	\$ 40.00	\$ 2,080.00
60240220	INLETS, TYPE B, TYPE 3 FRAME AND GRATE	1	EACH	\$ 3,200.00	\$ 3,200.00
60260100	INLETS TO BE ADJUSTED	1	EACH	\$ 1,100.00	\$ 1,100.00
60500060	REMOVING INLETS	1	EACH	\$ 1,100.00	\$ 1,100.00
60604400	COMBINATION CONCRETE CURB AND GUTTER, TYPE B-6.18	155	FOOT	\$ 125.00	\$ 19,375.00
60619600	CONCRETE MEDIAN, TYPE SB-6.12	495	SQ FT	\$ 32.00	\$ 15,840.00
67100100	MOBILIZATION	1	L SUM	\$ 13,715.50	\$ 13,715.50
72400205	REMOVE AND RELOCATE SIGN PANEL ASSEMBLY - TYPE A	3	EACH	\$ 225.00	\$ 675.00
72400210	REMOVE AND RELOCATE SIGN PANEL ASSEMBLY - TYPE B	1	EACH	\$ 225.00	\$ 225.00
72400735	REMOVE AND RELOCATE SIGN PANEL - TYPE 1	13	SQ FT	\$ 18.00	\$ 234.00
Z0013798	CONSTRUCTION LAYOUT	1	L SUM	\$ 8,000.00	\$ 8,000.00
Z0062456	TEMPORARY PAVEMENT	61	SQ YD	\$ 250.00	\$ 15,250.00
X0322916	PROPOSED STORM SEWER CONNECTION TO EXISTING STORM SEWER	1	EACH	\$ 1,300.00	\$ 1,300.00
X7010216	TRAFFIC CONTROL AND PROTECTION, (SPECIAL)	1	L SUM	\$ 35,000.00	\$ 35,000.00
COB00620	CONTINGENCY	1	L SUM	\$ 46,000.00	\$ 46,000.00
42000300	PORTLAND CEMENT CONCRETE PAVEMENT 8" (JOINTED)	133	SQ YD	\$ 405.00	\$ 53,865.00
42000060	WELDED WIRE REINFORCEMENT	67	SQ YD	\$ 30.00	\$ 2,010.00
78001130	PAINT PAVEMENT MARKING - LINE 6"	502	FOOT	\$ 5.50	\$ 2,761.00
78001150	PAINT PAVEMENT MARKING - LINE 12"	144	FOOT	\$ 10.50	\$ 1,512.00
78001180	PAINT PAVEMENT MARKING - LINE 24"	16	FOOT	\$ 22.00	\$ 352.00
				TOTAL	\$ 448,920.50

# ArcGIS Web Map

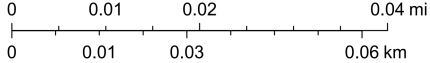


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Street Labels

- Streets
- - - Private Streets

1:1,128



Esri Community Maps Contributors, McGIS-McLean County GIS, © OpenStreetMap, Microsoft, Esri, TomTom, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, EPA, NPS, US Census Bureau, USDA, USFWS, Sources: Esri, Maxar, Airbus DS, USGS, NGA, NASA,



## CONSENT AGENDA ITEM NO. 7.R.

**FOR COUNCIL:** April 28, 2025

**WARD IMPACTED:** City-Wide Impact and Ward 2

**SUBJECT:** Consideration and Action on (1) a Resolution Approving a Construction Agreement with Union Pacific Railroad Company as a Part of the Fox Creek Road & Bridge Project, in the Amount \$342,415.60; and (2) a Supplemental Resolution for Improvement Under the Illinois Highway Code for Motor Fuel Tax (MFT) Funds, in the Amount \$342,415.60, as requested by the Engineering Department.

**RECOMMENDED MOTION:** The proposed Resolution and Supplemental Resolution be approved.

**STRATEGIC PLAN LINK:**

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

**STRATEGIC PLAN SIGNIFICANCE:**

Objective 2a. Better quality roads and sidewalks  
Objective 5a. Well-planned City with necessary services and infrastructure

**BACKGROUND:** If approved, the City will enter into a Construction Agreement with Union Pacific Railroad Company ("UP") for the construction of Fox Creek Road Bridge, along with other associated improvements described below, using Motor Fuel Tax ("MFT") Funds.

The new bridge will be a part of the Hamilton Road / Fox Creek Road corridor, which provides east-west mobility for the community. The bridge will replace the existing bridge to match the existing cross section of the roadway on both ends of the corridor and connect to the existing trail at the east and west ends of the project limits. UP requires an agreement for any work that is to be completed within their right-of-way. The cost for the construction agreement is \$43,215.60, which is the agreement to complete construction of the new bridge. As part of this agreement, UP will be relocating an existing fiber located within its property that will be in conflict with the proposed abutment for the bridge. The agreement also includes UP engineering review and support, UP construction observation, and project management services during the relocation. The estimate of cost is included within the construction agreement and is estimated at \$272,000. For budgeting purposes, a 10% contingency of \$27,200 is included. A total amount of \$342,415.60 is included in the attached resolutions.

On February 21, 2019, the Illinois Commerce Commission issued an order (Docket No. T17-0019) authorizing the construction of the new Fox Creek Road Bridge. The City is unable to hire an independent contractor as the work occurs within UP's property and must be completed by UP. City staff are confident that entering into the Construction Agreement is in the community's best interest to ensure the successful completion of the project.

**COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED:** In 2015, the City held

public open houses to discuss the project.

**FINANCIAL IMPACT:** If approved, a Supplemental Resolution for Improvement Under the Illinois Highway Code and a Construction Agreement with Union Pacific Railroad Company for Motor Fuel Tax (MFT) Funds, in the amount of \$342,415.60, will be executed. The improvements will be funded through the Motor Fuel Tax Fund-Street Construction and Improvements Account (20300300-72530). Stakeholders can locate this in the FY 2025 Budget Book titled "Other Funds & Capital Improvement" on pages 8, 223, 229, 230, and 231.

Respectfully submitted for consideration.

Prepared by: Brock Sutton, Engineer

**ATTACHMENTS:**

[ENG 4B Resolution](#)

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

[ENG 4D IDOT Resolution](#)

[ENG 4E Location Map](#)

**RESOLUTION NO. 2025 - \_\_\_\_\_**

**A RESOLUTION APPROVING A CONSTRUCTION AGREEMENT WITH UNION PACIFIC RAILROAD COMPANY AS A PART OF THE FOX CREEK ROAD & BRIDGE PROJECT, IN THE AMOUNT OF \$342,415.60**

**WHEREAS**, subject to the provisions of the City Code, City staff are recommending a construction agreement with Union Pacific Railroad Company be approved as a part of the Fox Creek Road & Bridge Project (Exhibit A), in the amount of \$342,415.60 (“Construction Agreement”); and

**WHEREAS**, Union Pacific Railroad Company (“UP”), which owns the railroad, requires a Construction Agreement for any contracted work on its property in the amount of \$43,215.60; and

**WHEREAS**, the project includes relocation of UP’s fiber, UP engineering review and support, UP construction observation, and public project management for the new proposed Fox Creek Road Bridge; and

**WHEREAS**, the Construction Agreement requires the City to reimburse the UP for the actual cost of the work performed by it, which is estimated to be \$272,000, plus a 10% contingency of \$27,200, for a total of \$299,200; and

**WHEREAS**, the City Council finds it in the best interest of the City to approve the Construction 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 Construction Agreement, and any other necessary documents. The City Manager, or designee, is further authorized to approve any changes to the work or increases in the contract amount, up to the contingency amount set forth in the contract, to the extent the City Manager finds such to be in the best interests of the City.

**PASSED** this 28th day of April 2025.

**APPROVED** this \_\_\_\_ day of April 2025.

**CITY OF BLOOMINGTON**

**ATTEST**

\_\_\_\_\_  
Mboka Mwilambwe, Mayor

\_\_\_\_\_  
Leslie Smith-Yocum, City Clerk

## EXHIBIT A

UP Real Estate Folder No.: 0416285  
Agreement Number \_\_\_\_\_

**PUBLIC HIGHWAY OVERPASS AGREEMENT**

Fox Creek Rd.  
DOT 290952F  
Mile Post 128.77 – Springfield Subdivision  
Bloomington, McLean County, Illinois

THIS AGREEMENT ("Agreement") is made and entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, 202 ("Effective Date"), by and between **UNION PACIFIC RAILROAD COMPANY**, a Delaware corporation, to be addressed at Real Estate Department, 1400 Douglas Street, Mail Stop 1690, Omaha, Nebraska 68179 ("Railroad") and **CITY OF BLOOMINGTON**, a municipal corporation or political subdivision of the State of Illinois to be addressed at 115 E. Washington St., Bloomington, Illinois 61702-3157 ("Political Body").

By instrument dated November 3, 1981, the Illinois Central Gulf Railroad Company and the County of McLean, Political Body entered into an agreement (the "Original Agreement") covering the construction, use, maintenance and repair of a grade separated overpass structure that carries vehicular traffic traversing on the Fox Creek Rd., over Railroad's track(s) at Railroad's Milepost at DOT 290952F on Railroad's Springfield Subdivision at or near Bloomington, McLean County, Illinois. The "Original Agreement" is attached hereto as Exhibit F and hereby made a part hereof.

Union Pacific Railroad Company is successor in interest to the Illinois Central Gulf Railroad Company. Political Body is the successor in interest to County of McLean under the Original Agreement.

The Political Body now desires to undertake as its project (the "Project") the reconstruction of the two existing structures ("Existing Structures") that were constructed under the Original Agreement into one span bridge structure 91' wide (94' – 11" Back-to-Back of Abutments) consisting of two west bound lanes, two east bound lanes, painted center median, a 14' multiuse path, and a 5' pedestrian sidewalk. The reconstructed bridge structure ("New Structure") is hereinafter the "Structure". The Political Body's type, size and location drawings of the Structure are marked **Exhibit A-1**, attached hereto and hereby made a part hereof.

The right of way granted to the Political Body under the terms of the Original Agreement, or a separate document is not sufficient to allow for the reconstruction and widening of the Structure. Therefore, under this Agreement, the Railroad will be granting additional rights to the Political Body so that the Political Body can perform the Project work. The portion of Railroad's property that Political Body needs for the reconstructed Structure (including the right of way area covered under the Original Agreement or a separate document) is shown as the New Crossing Area on the print marked **Exhibit A**, with each exhibit being attached hereto and hereby made a part hereof (the "Crossing Area").

The Railroad and the Political Body are entering into this Agreement to cover the above.

**AGREEMENT:**

NOW, THEREFORE, it is mutually agreed by and between the parties hereto as follows:

**Section 1. EXHIBITS B AND D**

The general terms and conditions marked **Exhibit B**, and the Railroad's Coordination Requirements marked **Exhibit D**, are attached hereto and hereby made a part hereof.

**Section 2. RAILROAD GRANTS RIGHT**

For and in consideration **FORTY THREE THOUSAND TWO HUNDRED FIFTEEN DOLLARS AND 60/100 (\$43,215.60)** to be paid by the Political Body to the Railroad upon the execution and delivery of this Agreement and in further consideration of the Political Body's agreement to perform and comply with the terms of this Agreement, the Railroad hereby grants to the Political Body the right to construct, maintain and repair the reconstructed Structure over and across the Crossing Area.

**Section 3. DEFINITION OF CONTRACTOR**

For purposes of this Agreement the term "Contractor" shall mean the contractor or contractors hired by the Political Body to perform any Project work on any portion of the Railroad's property and shall also include the Contractor's subcontractors and the Contractor's and subcontractor's respective employees, officers and agents, and others acting under its or their authority.

**Section 4. CONTRACTOR'S RIGHT OF ENTRY AGREEMENT - INSURANCE**

A. Prior to Contractor performing any work within the Crossing Area involving the Project, and any subsequent maintenance or repair work, the Political Body shall require the Contractor to:

- execute the Railroad's then current Contractor's Right of Entry Agreement
- obtain the then current insurance required in the Contractor's Right of Entry Agreement; and
- provide such insurance policies, certificates, binders and/or endorsements to the Railroad.

B. The Railroad's current Contractor's Right of Entry Agreement is marked **Exhibit E**, attached hereto and hereby made a part hereof. The Political Body confirms that it will inform its Contractor that it is required to execute such form of agreement and obtain the required insurance before commencing any work on any Railroad property. Under no circumstances will the Contractor be allowed on the Railroad's property without first executing the Railroad's Contractor's Right of Entry Agreement and obtaining the insurance set forth therein and providing to the Railroad the insurance policies, binders, certificates and/or endorsements described therein.

C. All insurance correspondence, binders, policies, certificates and/or endorsements shall be sent to:

Senior Manager - Contracts  
Union Pacific Railroad Company  
Real Estate Department  
1400 Douglas Street, Mail Stop 1690  
Omaha, NE 68179-1690  
UP File Folder No. 2881-12

D. If the Political Body's own employees will be performing any of the Project work, the Political Body may self-insure all or a portion of the insurance coverage subject to the Railroad's prior review and approval.

#### **Section 5. FEDERAL AID POLICY GUIDE**

If the Political Body will be receiving any federal funding for the Project the current rules, regulations and provisions of the Federal Aid Policy Guide as contained in 23 CFR 140, Subpart I and 23 CFR 646, Subparts A and B are incorporated into this Agreement by reference.

#### **Section 6. NO PROJECT EXPENSES TO BE BORNE BY RAILROAD**

The Political Body agrees that no Project costs and expenses are to be borne by the Railroad. In addition, the Railroad is not required to contribute any funding for the Project.

#### **Section 7. WORK TO BE PERFORMED BY RAILROAD; BILLING SENT TO POLITICAL BODY; POLITICAL BODY'S PAYMENT OF BILLS**

A. If work were to be conducted or performed by the Railroad, it would be done so at the Political Body's sole cost and expense and would be described in the Railroad's Material and Force Account Estimate dated March 11, 2025, marked **Exhibit C**, that would attach hereto and hereby made a part hereof (the "Estimate"). As set forth in the Estimate, the Railroad's estimated cost for the Railroad's work associated with the Project is **Two Hundred Seventy Two Thousand Dollars (\$272,000.00)**.

B. If work were to be conducted or performed by the Railroad, the Railroad, if it so elects, may recalculate and update the Estimate submitted to the Political Body in the event the Political Body does not commence construction on the portion of the Project located on the Railroad's property within six (6) months from the date of the Estimate.

C. If work were to be conducted or performed by the Railroad, the Political Body acknowledges that if the Estimate does not include any estimate of flagging or other protective service costs that are to be paid by the Political Body or the Contractor in connection with flagging or other protective services provided by the Railroad in connection with the Project. All of such

costs incurred by the Railroad are to be paid by the Political Body or the Contractor as determined by the Railroad and the Political Body. If it is determined that the Railroad will be billing the Contractor directly for such costs, the Political Body agrees that it will pay the Railroad for any flagging costs that have not been paid by any Contractor within thirty (30) days of the Contractor's receipt of billing.

D. If work were to be conducted or performed by the Railroad, the Railroad would send progressive billing to the Political Body during the Project, and final billing to the Political Body within one hundred eighty (180) days after receiving written notice from the Political Body that all Project work affecting the Railroad's property has been completed.

E. If work were to be conducted or performed by the Railroad, the Political Body agrees to reimburse the Railroad as required by the Local Government Prompt Payment Act, 50 ILCS 505/1 et seq.

### **Section 8. PLANS**

A. The Political Body, at its expense, shall prepare, or cause to be prepared by others, the detailed plans and specifications for the Project and the Structure and submit such plans and specifications to the Railroad's Assistant Vice President Engineering-Design, or his authorized representative, for prior review and approval. The plans and specifications shall include all appurtenances, associated drainage, shoring, sheeting and excavations for bents and/or abutments next to or adjacent to the Railroad's tracks and, if applicable, all demolition and removal plans for the existing structure.

B. The final one hundred percent (100%) completed plans that are approved in writing by the Railroad's Assistant Vice President Engineering-Design, or his authorized representative, are hereinafter referred to as the "Plans". The Plans are hereby made a part of this Agreement by reference.

C. No changes in the Plans shall be made unless the Railroad has consented to such changes in writing.

D. Upon completion of the Structure, the Political Body, at its expense, shall furnish to the Railroad reproducible electronic "as constructed" Plans of the Structure.

E. The Railroad's review and approval of the Plans in no way relieves the Political Body or the Contractor from their responsibilities, obligations and/or liabilities under this Agreement, and will be given with the understanding that the Railroad makes no representations or warranty as to the validity, accuracy, legal compliance or completeness of the Plans and that any reliance by the Political Body or Contractor on the Plans is at the risk of the Political Body and Contractor.

## **Section 9. NON-RAILROAD IMPROVEMENTS**

A. Submittals of plans and specifications for protecting, encasing, reinforcing, relocation, replacing, removing and abandoning in place all non-railroad owned facilities (the "Non-Railroad Facilities") affected by the Project including, without limitation, utilities, fiber optics, pipelines, wirelines, communication lines and fences is required under Section 8. The Non-Railroad Facilities plans and specifications shall comply with Railroad's standard specifications and requirements, including, without limitation, American Railway Engineering and Maintenance-of-Way Association ("AREMA") standards and guidelines. Railroad has no obligation to supply additional land for any Non-Railroad Facilities and does not waive its right to assert preemption defenses, challenge the right-to-take, or pursue compensation in any condemnation action, regardless of if the submitted Non-Railroad Facilities plans and specifications comply with Railroad's standard specifications and requirements. Railroad has no obligation to permit any Non-Railroad Facilities to be abandoned in place or relocated on Railroad's property.

B. Upon Railroad's approval of submitted Non-Railroad Facilities plans and specifications, Railroad will attempt to incorporate them into new agreements or supplements of existing agreements with Non-Railroad Facilities owners or operators. Railroad may use its standard terms and conditions, including, without limitation, its standard license fee and administrative charges when requiring supplements or new agreements for Non-Railroad Facilities. Non Railroad Facilities work shall not commence before a supplement or new agreement has been fully executed by Railroad and the Non Railroad Facilities owner or operator, or before Railroad and Political Body mutually agree in writing to (i) deem the approved Non Railroad Facilities plans and specifications to be Plans pursuant to Section 8B, (ii) deem the Non Railroad Facilities part of the Structure, and (iii) supplement this Agreement with terms and conditions covering the Non Railroad Facilities.

## **Section 10. RAILROAD'S COORDINATION REQUIREMENTS**

The Political Body, at its expense, shall ensure that the Contractor complies with all the terms and conditions contained in the Railroad's Coordination Requirements that are described in **Exhibit D**, attached hereto and hereby made a part hereof, and other special guidelines and/or requirements that the Railroad may provide to the Political Body for this Project.

## **Section 11. EFFECTIVE DATE; TERM; TERMINATION**

A. This Agreement is effective as of the Effective Date first herein written and shall continue in full force and effect for as long as the Structure remains on the Railroad's property.

B. The Railroad, if it so elects, may terminate this Agreement effective upon delivery of written notice to the Political Body in the event the Political Body does not commence construction on the portion of the Project located on the Railroad's property within twelve (12) months from the Effective Date.

C. If the Agreement is terminated as provided above, or for any other reason, the Political Body shall pay to the Railroad all actual costs incurred by the Railroad in connection with the Project up to the date of termination, including, without limitation, all actual costs incurred by the Railroad in connection with reviewing any preliminary or final Project Plans.

**Section 12. CONDITIONS TO BE MET BEFORE  
POLITICAL BODY CAN COMMENCE WORK**

Neither the Political Body nor the Contractor may commence any work within the Crossing Area or on any other Railroad property until:

- (i) The Railroad and the Political Body have executed this Agreement.
- (ii) The Railroad has provided to the Political Body the Railroad's written approval of the Plans.
- (iii) Each Contractor has executed Railroad's Contractor's Right of Entry Agreement and has obtained and/or provided to the Railroad the insurance policies, certificates, binders, and/or endorsements required under the Contractor's Right of Entry Agreement.
- (iv) Each Contractor has given the advance notice(s) required under the Contractor's Right of Entry Agreement to the Railroad Representative named in the Contractor's Right of Entry Agreement.

**Section 13. FUTURE PROJECTS**

Future projects involving substantial maintenance, repair, reconstruction, renewal and/or demolition of the Structure shall not commence until Railroad and Political Body agree on the plans for such future projects, cost allocations, right of entry terms and conditions and temporary construction rights, terms and conditions.

**Section 14. ASSIGNMENT: SUCCESSORS AND ASSIGNS**

- A. Political Body shall not assign this Agreement without the prior written consent of Railroad.
- B. Subject to the provisions of Paragraph A above, this Agreement shall inure to the benefit of and be binding upon the successors and assigns of Railroad and Political Body.

**Section 15. SPECIAL PROVISIONS PERTAINING TO AMERICAN  
RECOVERY AND REINVESTMENT ACT OF 2009**

If the Political Body will be receiving American Recovery and Reinvestment Act ("ARRA") funding for the Project, the Political Body agrees that it is responsible in performing and completing all ARRA reporting documents for the Project. The Political Body confirms and acknowledges that Section 1512 of the ARRA provisions apply only to a "recipient" receiving ARRA funding directing from the federal government and, therefore, (i) the ARRA reporting requirements are the responsibility of the Political Body and not of the Railroad, and (ii) the Political Body shall not delegate any ARRA reporting responsibilities to the Railroad. The Political Body also confirms and acknowledges that (i) the Railroad shall provide to the Political Body the Railroad's standard and customary billing for expenses incurred by the Railroad for the Project including the Railroad's standard and customary documentation to support such billing, and (ii) such standard and customary billing and documentation from the Railroad provides the information needed by the Political Body to perform and complete the ARRA reporting documents. The Railroad confirms that the Political Body and the Federal Highway Administration shall have the right to audit the

Railroad's billing and documentation for the Project as provided in Section 9 of **Exhibit B** of this Agreement.

**Section 16. SUPPLEMENTAL TO ORIGINAL AGREEMENT**

The Original Agreement dated November 3, 1981, shall be supplemented by this Agreement. In the event of any conflict between the Original Agreement and this Agreement, the terms and provisions of this Agreement shall control.

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

**UNION PACIFIC RAILROAD COMPANY**  
(Federal Tax ID #94-6001323)

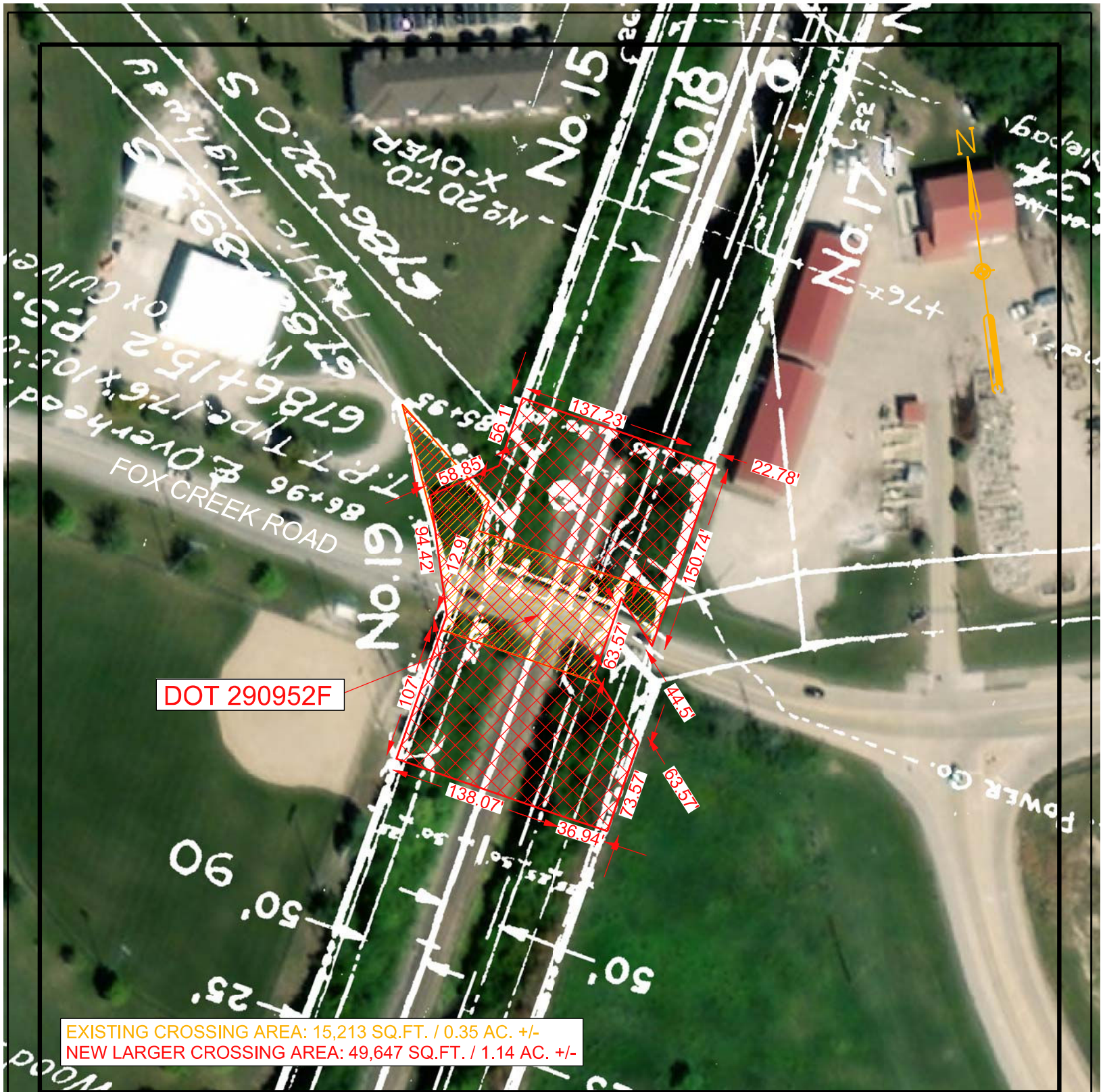
By \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**CITY OF BLOOMINGTON**

By \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**EXHIBIT A  
TO  
PUBLIC HIGHWAY OVERPASS AGREEMENT**




**Exhibit A** will be the Railroads print showing the Crossing Area (see Recitals)



**DOT 290952F**

**EXISTING CROSSING AREA: 15,213 SQ.FT. / 0.35 AC. +/-**  
**NEW LARGER CROSSING AREA: 49,647 SQ.FT. / 1.14 AC. +/-**

**LEGEND:**

- NEW CROSSING AREA ..... 
- EXISTING CROSSING AREA ..... 
- UPPRCO. R/W OUTLINED ..... 

NOTE: BEFORE YOU BEGIN ANY WORK, SEE AGREEMENT FOR FIBER OPTIC PROVISIONS.

EXHIBIT "A"

UNION PACIFIC RAILROAD COMPANY  
 BLOOMINGTON, MCLEAN COUNTY, IL  
 M.P. 128.77 - SPRINGFIELD SUB.

SPCSL/IL/V-1/48  
 SCALE: 1" = 100'

OFFICE OF REAL ESTATE  
 OMAHA, NEBRASKA DATE: 10-27-2020

DSK FILE: 2881-12

CADD FILENAME 0288112

SCAN FILENAME S:/SP/IL/SPCSL/1/ILV10048.TIF

**EXHIBIT  
A-1 TO  
PUBLIC HIGHWAY OVERPASS AGREEMENT**

**Exhibit A-1** will be the type, size, and location drawings of the Structure (see Recitals)



**EXHIBIT B**  
**TO**  
**PUBLIC HIGHWAY OVERPASS AGREEMENT**

**SECTION 1 - CONDITIONS AND COVENANTS**

A. The Railroad makes no covenant or warranty of title for quiet possession or against encumbrances. The Political Body shall not use or permit use of the Crossing Area for any purposes other than those described in this Agreement. Without limiting the foregoing, the Political Body shall not use or permit use of the Crossing Area for railroad purposes, or for gas, oil or gasoline pipelines. Any lines constructed on the Railroad's property by or under authority of the Political Body for the purpose of conveying electric power or communications incidental to the Political Body's use of the property for highway purposes shall be constructed in accordance with specifications and requirements of the Railroad, and in such manner as not adversely to affect communication or signal lines of the Railroad or its licensees now or hereafter located upon said property. No nonparty shall be admitted by the Political Body to use or occupy any part of the Railroad's property without the Railroad's written consent. Nothing herein shall obligate the Railroad to give such consent.

B. The Railroad reserves the right to cross the Crossing Area with such railroad tracks as may be required for its convenience or purposes.

C. The right hereby granted is subject to any existing encumbrances and rights (whether public or private), recorded or unrecorded, and also to any renewals thereof. The Political Body shall not damage, destroy or interfere with the property or rights of nonparties in, upon or relating to the Railroad's property, unless the Political Body at its own expense settles with and obtains releases from such nonparties.

D. The Railroad reserves the right to use and to grant to others the right to use the Crossing Area for any purpose not inconsistent with the right hereby granted, including, but not by way of limitation, the right to construct, reconstruct, maintain, operate, repair, alter, renew and replace tracks, facilities and appurtenances on the property and the right to cross the Crossing Area with all kinds of equipment. The Railroad further reserves the right to attach signal, communication or power lines to the Structure, provided that such attachments shall comply with Political Body's specifications, the structure is able to support the lines and will not interfere with the Political Body's use of the Crossing Area.

E. So far as it lawfully may do so, the Political Body will assume, bear and pay all taxes and assessments of whatsoever nature or kind (whether general, local or special) levied or assessed upon or against the Crossing Area, excepting taxes levied upon and against the property as a component part of the Railroad's operating property.

E. If any property or rights other than the right hereby granted are necessary for the construction, maintenance and use of the Structure and its appurtenances, or for the performance of any work in connection with the Project, the Political Body will acquire all such other property and rights at its own expense and without expense to the Railroad.

## **SECTION 2 - CONSTRUCTION OF STRUCTURE**

A. The Political Body, at its expense, will apply for and obtain all public authority required by law, ordinance, rule or regulation for the Project, and will furnish the Railroad upon request with satisfactory evidence that such authority has been obtained.

B. Except as may be otherwise specifically provided herein, the Political Body, at its expense, will furnish all necessary labor, material and equipment, and shall construct and complete the Structure and all appurtenances thereof. The appurtenances shall include, without limitation, all necessary and proper drainage facilities, guard rails or barriers, and right of way fences between the Structure and the railroad tracks. Upon completion of the Project, the Political Body shall remove from the Railroad's property all temporary structures and false work and will leave the Crossing Area in a condition satisfactory to the Railroad.

C. All construction work of the Political Body upon the Railroad's property (including, but not limited to, construction of the Structure and all appurtenances and all related and incidental work) shall be performed and completed in a manner satisfactory to the Assistant Vice President Engineering-Design of the Railroad or his authorized representative and in compliance with the Plans, the Railroad's Coordination Requirements set forth in **Exhibit D** and other guidelines furnished by the Railroad.

D. All construction work of the Political Body shall be performed diligently and completed within a reasonable time. No part of the Project shall be suspended, discontinued or unduly delayed without the Railroad's written consent, and subject to such reasonable conditions as the Railroad may specify. It is understood that the Railroad's tracks at and in the vicinity of the work will be in constant or frequent use during progress of the work and that movement or stoppage of trains, engines or cars may cause delays in the work of the Political Body. The Political Body hereby assumes the risk of any such delays and agrees that no claims for damages on account of any delay shall be made against the Railroad by the Political Body and/or the Contractor.

## **SECTION 3 - INJURY AND DAMAGE TO PROPERTY**

If the Political Body, in the performance of any work contemplated by this Agreement or by the failure to do or perform anything for which the Political Body is responsible under the provisions of this Agreement, shall injure, damage or destroy any property of the Railroad or of any other person lawfully occupying or using the property of the Railroad, such property shall be replaced or repaired by the Political Body at the Political Body's own expense, or by the Railroad at the expense of the Political Body, and to the satisfaction of the Railroad's Assistant Vice President Engineering-Design.

## **SECTION 4 - RAILROAD MAY USE CONTRACTORS TO PERFORM WORK**

The Railroad may contract for the performance of any of its work by other than railroad forces. The Railroad shall notify the Political Body of the contract price within ninety (90) days after it is awarded. Unless the Railroad's work is to be performed on a fixed price basis, the Political Body shall reimburse the Railroad for the amount of the contract.

## **SECTION 5 - MAINTENANCE AND REPAIRS**

A. The Political Body, at its expense, shall maintain, repair and renew, or cause to be maintained, repaired and renewed, the entire Structure, including, but not limited to, the superstructure, substructure, piers, abutments, walls, approaches and all backfill, grading and drainage required by reason of the Structure, as well as all graffiti removal or overpainting involving the Structure.

B. The Railroad, at its expense, will maintain, repair and renew, or cause to be maintained, repaired and renewed, the rails, ties, ballast and communication and signal facilities owned by the Railroad beneath the Structure.

## **SECTION 6 - SAFETY MEASURES; PROTECTION OF RAILROAD COMPANY OPERATIONS**

It is understood and recognized that safety and continuity of the Railroad's operations and communications are of the utmost importance; and in order that the same may be adequately safeguarded, protected and assured, and in order that accidents may be prevented and avoided, it is agreed with respect to all of said work of the Political Body that the work will be performed in a safe manner and in conformity with the following standards:

A. **Definitions.** All references in this Agreement to the Political Body shall also include the Contractor and their respective officers, agents and employees, and others acting under its or their authority; and all references in this Agreement to work of the Political Body shall include work both within and outside of the Railroad's property.

B. **Entry on to Railroad's Property by Political Body.** If the Political Body's employees need to enter Railroad's property in order to perform an inspection of the Structure, minor maintenance or other activities, the Political Body shall first provide at least ten (10) working days advance notice to the Railroad Representative. With respect to such entry on to Railroad's property, the Political Body, to the extent permitted by law, agrees to release, defend and indemnify the Railroad from and against any loss, damage, injury, liability, claim, cost or expense incurred by any person including, without limitation, the Political Body's employees, or damage to any property or equipment (collectively the "Loss") that arises from the presence or activities of Political Body's employees on Railroad's property, except to the extent that any Loss is caused by the sole direct negligence of Railroad.

C. **Flagging.**

(i) If the Political Body's employees need to enter Railroad's property as provided in Paragraph B above, the Political Body agrees to notify the Railroad Representative at least thirty (30) working days in advance of proposed performance of any work by Political Body in which any person or equipment will be within twenty-five (25) feet of any track or will be near enough to any track that any equipment extension (such as, but not limited to, a crane boom) will reach to within twenty-five (25) feet of any track. No work of any kind shall be performed, and no person, equipment, machinery, tool(s), material(s), vehicle(s), or thing(s) shall be located, operated, placed, or stored within twenty-five (25) feet of any of Railroad's track(s) at any time, for any reason, unless and until a Railroad flagman is provided to watch for trains. Upon receipt of such thirty (30) day notice, the Railroad Representative will determine and inform Political Body whether a flagman need be present and whether Political Body needs to implement any special protective or safety

measures. If flagging or other special protective or safety measures are performed by Railroad, Railroad will bill Political Body for such expenses incurred by Railroad. If Railroad performs any flagging, or other special protective or safety measures are performed by Railroad, Political Body agrees that Political Body is not relieved of any of its responsibilities or liabilities set forth in this Agreement.

(ii) The rate of pay per hour for each flagman will be the prevailing hourly rate in effect for an eight-hour day for the class of flagmen used during regularly assigned hours and overtime in accordance with Labor Agreements and Schedules in effect at the time the work is performed. In addition to the cost of such labor, a composite charge for vacation, holiday, health and welfare, supplemental sickness, Railroad Retirement and unemployment compensation, supplemental pension, Employees Liability and Property Damage and Administration will be included, computed on actual payroll. The composite charge will be the prevailing composite charge in effect at the time the work is performed. One and one-half times the current hourly rate is paid for overtime, Saturdays and Sundays, and two and one-half times current hourly rate for holidays. Wage rates are subject to change, at any time, by law or by agreement between Railroad and its employees and may be retroactive as a result of negotiations or a ruling of an authorized governmental agency. Additional charges on labor are also subject to change. If the wage rate or additional charges are changed, Political Body shall pay on the basis of the new rates and charges.

(iii) Reimbursement to Railroad will be required covering the full eight-hour day during which any flagman is furnished, unless the flagman can be assigned to other Railroad work during a portion of such day, in which event reimbursement will not be required for the portion of the day during which the flagman is engaged in other Railroad work. Reimbursement will also be required for any day not actually worked by the flagman following the flagman's assignment to work on the project for which Railroad is required to pay the flagman and which could not reasonably be avoided by Railroad by assignment of such flagman to other work, even though Political Body may not be working during such time. When it becomes necessary for Railroad to bulletin and assign an employee to a flagging position in compliance with union collective bargaining agreements, Political Body must provide Railroad a minimum of five (5) days' notice prior to the cessation of the need for a flagman. If five (5) days' notice of cessation is not given, Political Body will still be required to pay flagging charges for the five (5) day notice period required by union agreement to be given to the employee, even though flagging is not required for that period. An additional thirty (30) days' notice must then be given to Railroad if flagging services are needed again after such five-day cessation notice has been given to Railroad.

D. **Compliance With Laws**. The Political Body shall comply with all applicable federal, state and local laws, regulations and enactments affecting the work. The Political Body shall use only such methods as are consistent with safety, both as concerns the Political Body, the Political Body's agents and employees, the officers, agents, employees and property of the Railroad and the public in general. The Political Body (without limiting the generality of the foregoing) shall comply with all applicable state and federal occupational safety and health acts and regulations. All Federal Railroad Administration regulations shall be followed when work is performed on the Railroad's premises. If any failure by the Political Body to comply with any such laws, regulations, and enactments, shall result in any fine, penalty, cost or charge being assessed, imposed or charged against the Railroad, the Political Body shall reimburse and, to the extent it may lawfully do so, indemnify the Railroad for any such fine, penalty, cost, or charge, including without limitation attorney's fees, court costs and expenses. The Political Body further agrees in the event of any such action, upon notice thereof being provided by the Railroad, to defend such action free of cost, charge, or expense to the Railroad.

E. **No Interference or Delays.** The Political Body shall not do, suffer or permit anything which will or may obstruct, endanger, interfere with, hinder or delay maintenance or operation of the Railroad's tracks or facilities, or any communication or signal lines, installations or any appurtenances thereof, or the operations of others lawfully occupying or using the Railroad's property or facilities.

F. **Supervision.** The Political Body, at its own expense, shall adequately police and supervise all work to be performed by the Political Body, and shall not inflict injury to persons or damage to property for the safety of whom or of which the Railroad may be responsible, or to property of the Railroad. The responsibility of the Political Body for safe conduct and adequate policing and supervision of the Project shall not be lessened or otherwise affected by the Railroad's approval of plans and specifications, or by the Railroad's collaboration in performance of any work, or by the presence at the work site of the Railroad's representatives, or by compliance by the Political Body with any requests or recommendations made by such representatives. If a representative of the Railroad is assigned to the Project, the Political Body will give due consideration to suggestions and recommendations made by such representative for the safety and protection of the Railroad's property and operations.

G. **Suspension of Work.** If at any time the Political Body's engineers or the Vice President-Engineering Services of the Railroad or their respective representatives shall be of the opinion that any work of the Political Body is being or is about to be done or prosecuted without due regard and precaution for safety and security, the Political Body shall immediately suspend the work until suitable, adequate and proper protective measures are adopted and provided.

H. **Removal of Debris.** The Political Body shall not cause, suffer or permit material or debris to be deposited or cast upon, or to slide or fall upon any property or facilities of the Railroad; and any such material and debris shall be promptly removed from the Railroad's property by the Political Body at the Political Body's own expense or by the Railroad at the expense of the Political Body. The Political Body shall not cause, suffer or permit any snow to be plowed or cast upon the Railroad's property during snow removal from the Crossing Area.

I. **Explosives.** The Political Body shall not discharge any explosives on or in the vicinity of the Railroad's property without the prior consent of the Railroad's Vice President-Engineering Services, which shall not be given if, in the sole discretion of the Railroad's Vice President-Engineering Services, such discharge would be dangerous or would interfere with the Railroad's property or facilities. For the purposes hereof, the "vicinity of the Railroad's property" shall be deemed to be any place on the Railroad's property or in such close proximity to the Railroad's property that the discharge of explosives could cause injury to the Railroad's employees or other persons, or cause damage to or interference with the facilities or operations on the Railroad's property. The Railroad reserves the right to impose such conditions, restrictions or limitations on the transportation, handling, storage, security and use of explosives as the Railroad, in the Railroad's sole discretion, may deem to be necessary, desirable or appropriate.

J. **Excavation.** The Political Body shall not excavate from existing slopes nor construct new slopes which are excessive and may create hazards of slides or falling rock or impair or endanger the clearance between existing or new slopes and the tracks of the Railroad. The Political Body shall not do or cause to be done any work which will or may disturb the stability of any area or adversely affect the Railroad's tracks or facilities. The Political Body, at its own expense, shall install and maintain adequate shoring and cribbing for all excavation and/or trenching performed by the Political Body in connection with construction, maintenance or other work. The shoring and cribbing shall be constructed and maintained with materials and in a manner approved by the Railroad's

Assistant Vice President Engineering-Design to withstand all stresses likely to be encountered, including any stresses resulting from vibrations caused by the Railroad's operations in the vicinity.

K. **Drainage**. The Political Body, at the Political Body's own expense, shall provide and maintain suitable facilities for draining the Structure and its appurtenances, and shall not suffer or permit drainage water therefrom to flow or collect upon property of the Railroad. The Political Body, at the Political Body's own expense, shall provide adequate passageway for the waters of any streams, bodies of water and drainage facilities (either natural or artificial, and including water from the Railroad's culvert and drainage facilities), so that said waters may not, because of any facilities or work of the Political Body, be impeded, obstructed, diverted or caused to back up, overflow or damage the property of the Railroad or any part thereof, or property of others. The Political Body shall not obstruct or interfere with existing ditches or drainage facilities.

L. **Notice**. Before commencing any work, the Political Body shall provide the advance notice that is required under the Contractor's Right of Entry Agreement.

M. **Fiber Optic Cables**. Fiber optic cable systems may be buried on the Railroad's property. Protection of the fiber optic cable systems is of extreme importance since any break could disrupt service to users resulting in business interruption and loss of revenue and profits. Political Body shall telephone the Railroad during normal business hours (7:00 a.m. to 9:00 p.m. Central Time, Monday through Friday, except holidays) at 1-800-336-9193 (also a 24-hour, 7-day number for emergency calls) to determine if fiber optic cable is buried anywhere on the Railroad's premises to be used by the Political Body. If it is, Political Body will telephone the telecommunications company(ies) involved, arrange for a cable locator, and make arrangements for relocation or other protection of the fiber optic cable prior to beginning any work on the Railroad's premises.

#### **SECTION 7 - INTERIM WARNING DEVICES**

If at any time it is determined by a competent authority, by the Political Body, or by agreement between the parties, that new or improved train activated warning devices should be installed at the Crossing Area, the Political Body shall install adequate temporary warning devices or signs and impose appropriate vehicular control measures to protect the motoring public until the construction or reconstruction of the Structure has been completed.

#### **SECTION 8 - OTHER RAILROADS**

All protective and indemnifying provisions of this Agreement shall inure to the benefit of the Railroad and any other railroad company lawfully using the Railroad's property or facilities.

#### **SECTION 9 - BOOKS AND RECORDS**

The books, papers, records and accounts of Railroad, so far as they relate to the items of expense for the materials to be provided by Railroad under this Project, or are associated with the work to be performed by Railroad under this Project, shall be open to inspection and audit at Railroad's offices in Omaha, Nebraska, during normal business hours by the agents and authorized representatives of Political Body for a period of three (3) years following the date of Railroad's last billing sent to Political Body.

## **SECTION 10 - REMEDIES FOR BREACH OR NONUSE**

A. If the Political Body shall fail, refuse or neglect to perform and abide by the terms of this Agreement, the Railroad, in addition to any other rights and remedies, may perform any work which in the judgment of the Railroad is necessary to place the Structure and appurtenances in such condition as will not menace, endanger or interfere with the Railroad's facilities or operations or jeopardize the Railroad's employees; and the Political Body will reimburse the Railroad for the expenses thereof.

B. Nonuse by the Political Body of the Crossing Area for public highway purposes continuing at any time for a period of eighteen (18) months shall, at the option of the Railroad, work a termination of this Agreement and of all rights of the Political Body hereunder.

C. The Political Body will surrender peaceable possession of the Crossing Area and Structure upon termination of this Agreement. Termination of this Agreement shall not affect any rights, obligations or liabilities of the parties, accrued or otherwise, which may have arisen prior to termination.

## **SECTION 11 - MODIFICATION - ENTIRE AGREEMENT**

No waiver, modification or amendment of this Agreement shall be of any force or effect unless made in writing, signed by the Political Body and the Railroad and specifying with particularity the nature and extent of such waiver, modification or amendment. Any waiver by the Railroad of any default by the Political Body shall not affect or impair any right arising from any subsequent default. This Agreement and Exhibits attached hereto and made a part hereof constitute the entire understanding between the Political Body and the Railroad and cancel and supersede any prior negotiations, understandings or agreements, whether written or oral, with respect to the work or any part thereof.

**EXHIBIT C  
TO  
PUBLIC HIGHWAY OVERPASS AGREEMENT**

**Exhibit C** will be the Railroad's Material and Force Agreement Estimate.

**EXHIBIT C-1**

**ESTIMATE OF FORCE ACCOUNT WORK  
BY THE  
UNION PACIFIC RAILROAD COMPANY**

DESCRIPTION OF WORK: Engineering and other related services for work to be performed within railroad right of way. This includes railroad flagging services, project and construction management during construction activities in railroad right of way. All necessary railroad services will be billed at actual cost.

**DATE:**

3/11/2025

**LOCATION:**

**SUBDIVISION / MILEPOST:**

DOT# 290952F

Springfield Sub/MP. 128.770

DESCRIPTION	Unit	LABOR	MATERIAL	UP	Agency	TOTAL
				0%	100%	
<b>ENGINEERING</b>						
Public Projects Management	1.0	\$ 18,060.00	\$ -	\$ -	\$ 18,000.00	\$ 18,000
Engineering Review & Support	1.0	\$ 10,000.00	\$ -	\$ -	\$ 10,000.00	\$ 10,000
Construction Observation	1.0	\$ 138,399.00	\$ -	\$ -	\$ 139,000.00	\$ 139,000
UP Fiber Relocation	1.0	\$ 90,000.00	\$ 15,000.00		\$ 105,000.00	\$ 105,000
<b>TOTAL PROJECT:</b>		<b>\$ 256,459.00</b>	<b>\$ 15,000.00</b>	<b>\$ -</b>	<b>\$ 272,000.00</b>	<b>\$ 272,000</b>

**TOTAL ESTIMATED COST:**

**\$272,000**

**THE ABOVE FIGURES ARE ESTIMATES ONLY AND SUBJECT TO FLUCTUATION.  
IN THE EVENT OF AN INCREASE OR DECREASE IN THE COST OR QUANTITY OF  
MATERIAL OR LABOR REQUIRED, THE RAILROAD WILL BILL FOR ACTUAL  
COSTS AT THE CURRENT RATES EFFECTIVE THEREOF.**

<p>Flagging may be performed by a third-party contractor. Any flagging performed by a third-party contractor will be billed at said third-party contractor rate not included in the above estimate. Alternatively, the Agency may enter into a separate agreement with third-party contractor and will be responsible for all actual costs incurred.</p>
--

**EXHIBIT D**  
**TO**  
**PUBLIC HIGHWAY OVERPASS AGREEMENT**  
  
**RAILROAD COORDINATION REQUIREMENTS**

**1.01 DEFINITIONS**

Agreement: Agreement that has been signed, or will be signed, between Railroad and Agency covering the construction and maintenance of the Project.

Agency: City of Bloomington, Illinois

AREMA: American Railway Engineering and Maintenance-of-way Association

Contractor: The contractor or contractors hired by the Agency to perform any project work on any portion of Railroad's property and shall also include the Contractor's subcontractors and the Contractor's and subcontractor's

respective employees, officers and agents, and others acting under its or their authority.

MUTCD: Manual on Uniform Traffic Control Devices

Project: Agency's Project Number 50-11-12535-13-00 covering the reconstruction of the Fox Creek Road & Bridge

Railroad: Union Pacific Railroad Company

Railroad Project Representative: Railroad's Manager of Industry and Public Projects for this Project (see Section 1.03)

Railroad MTM Representative: Railroad's Manager of Track Maintenance for this Project (see Section 1.03)

Requirements: The Railroad Coordination Requirements set forth in this Exhibit.

**1.02 DESCRIPTION**

This Project includes construction work within Railroad's right-of-way. These Requirements describe coordination with the Railroad when work by the Contractor will be performed upon, over or under the Railroad right-of-way or may impact current or future Railroad operations. The Contractor will coordinate with the Railroad while performing the work outlined in this Agreement and shall afford the same cooperation with the Railroad as it does with the Agency. All submittals and work shall be completed in compliance with these Requirements, Railroad guidelines and requirements, AREMA recommendations and/or as directed by the Railroad Local Representative and/or the Railroad MTM Representative.

**1.03 UPRR CONTACTS**

The Railroad Project Representative for this project is:

**Sean Collier**

Technical Leader / Rail

D 303.374.3162

1525 Raleigh Street, Suite 400  
Denver, CO 80204  
O 303.237.2072

For Railroad flagging services and track work, contact the following Railroad MTM Representative:

**Greg E. Patten**  
SR MGR TRACK MNTCE  
811 W CHESTNUT  
BLOOMINGTON, IL 61701  
[gepatten@up.com](mailto:gepatten@up.com)  
573 330-6109

#### **1.04 PLANS / SPECIFICATIONS**

The plans and specifications for this Project, affecting the Railroad, are subject to the written approval by the Railroad. Changes in the plans made after the execution of the Agreement and/or the awarding of the Project to the Contractor are subject to the prior review and written approval of the Agency and the Railroad. No construction work shall commence until final stamped plans and/or changes to final stamped plans have been reviewed and approved by the Railroad in writing. The Railroad's review and approval of the Agency's and/or Contractor's plans in no way relieves the Agency and Contractor from their responsibilities, obligations and/or liabilities under this Agreement, Agency's agreement with the Contractor for the Project and/or in the separate Contractor's Right of Entry Agreement referenced in Section 1.08. Railroad's approval will be given with the understanding that the Railroad makes no representations or warranty as to the validity, accuracy, legal compliance or completeness of Agency's and/or Contractor's plans and that any reliance by the Agency or the Contractor with respect to such plans is at the risk of the Agency and the Contractor.

#### **1.05 UTILITIES AND FIBER OPTICS**

A. All installations shall be constructed in accordance with current AREMA recommendations and Railroad specifications and requirements. Railroad general guidelines and the required application forms for utility installations can be found on the Railroad website at <http://www.uprr.com/reus/pipeline/install.shtml>.

B. It shall be the responsibility of the Contractor, at its expense, to make arrangements directly with utility companies involving the protection, encasement, reinforcement, relocation, replacement, removing or abandonment in place of non-railroad facilities affected by the Project. Railroad has no obligation to supply additional Railroad property for non-railroad facilities affected by this Project, nor does the Railroad have any obligation to permit non railroad facilities to be abandoned in place or relocated on Railroad's property. Any facility and/or utility that crosses Railroad right of way must be covered under an agreement with the Railroad including, without limitation, any relocations of an existing facility and/or utility.

C. Any longitudinal fiber optic lines on Railroad right of way shall be treated as Railroad facilities. Project design may need to be altered to accommodate such facilities.

D. Any fiber optic relocations or protections that are required due to this Project will be at the Agency's expense.

## **1.06 GENERAL**

- A. It is essential that the proposed construction shall be performed without interference to Railroad operations and in compliance with all applicable Railroad and Federal Railroad Administration rules and regulations. The Railroad shall be reimbursed by the Contractor or Agency for train delay costs and lost revenue claims due to any delays or interruption of train operations resulting from the Contractor's construction or other activities.
- B. Track protection is required for all work equipment (including rubber-tired equipment) operating within 25 feet from nearest rail. All work shall be designed and executed outside the temporary construction clearance envelope defined in Section 1.12.
- C. The Contractor is also advised that new facilities within the Project may be scheduled to be built by the Railroad and that certain Contractor's activities cannot proceed until that work is complete. The Contractor shall be aware of the limits of responsibilities, allow sufficient time in the schedule for that work to be accomplished and shall coordinate its efforts with the Railroad.

## **1.07 RAILROAD OPERATIONS**

- A. The Contractor shall be advised that trains and/or equipment should be expected on any track, at any time, and in either direction. The Contractor shall communicate with the Railroad MTM Representative to improve the Contractor's understanding of Railroad traffic volume and operation at the Project site. The Contractor's bid shall be structured assuming intermittent track windows as defined in Section 1.07 C
- B. All Railroad tracks within and adjacent to the Project site are to be assumed as active and rail traffic over these facilities shall be maintained throughout the Project. Activities may include both through moves and switching moves to local customers. Railroad traffic and operations can occur continuously throughout the day and night on these tracks and shall be maintained at all times as defined herein. The Contractor shall coordinate and schedule the work so that construction activities do not interfere with Railroad's operations.
- C. Work windows for this Project shall be coordinated with the Agency or Contractor and the Railroad Project Representative and the Railroad MTM Representative. Types of work windows include Conditional Work Windows and Absolute Work Windows, as defined below:
  - 1. Conditional Work Window: A period of time in which Railroad's operations have priority over construction activities. When construction activities may occur on and adjacent to the railroad tracks within 25 feet of the nearest track, a Railroad flag person will be required. At the direction of the flag person, upon approach of a train and when trains are present on the tracks, the tracks must be cleared (i.e., no construction equipment, materials or personnel within 25 feet from the nearest active track or as directed by the Railroad MTM Representative). Conditional Work Windows are available for the project subject to Railroad's local operating unit review and approval.
  - 2. Absolute Work Window: A period of time in which construction activities are given priority over Railroad's operations. During this time the designated Railroad track(s) will be inactive for train movements and may be fouled by the Contractor. Before the end of an Absolute Work Window, all Railroad tracks and signals must be completely operational for normal train operations. Also, all Railroad, Public Utilities Commission and Federal Railroad Administration requirements, codes and regulations for operational tracks must be complied with. Should the operating tracks and/or signals be affected, the Railroad will perform inspections of the work prior to placing the affected track back

into service. Railroad flag persons will be required for construction activities requiring an Absolute Work Window. **Absolute Work Windows will generally not be granted. Any request will require a detailed written explanation for Railroad review and approval.**

### **1.08 RIGHT OF ENTRY. ADVANCE NOTICE AND WORK STOPPAGES**

- A. Prior to beginning any work within the Railroad right-of-way, the Contractor shall enter into an agreement with the Railroad in the form of the Contractor's Right of Entry Agreement, attached as Ex E or latest version thereof provided by the Railroad. There is a fee for processing of the agreement which shall be borne by the Contractor. The right of entry agreement shall specify working time frames, flagging, inspection and insurance requirements and any other items specified by the Railroad.
- B. The Contractor shall give advance notice to the Railroad as required in the Contractor's Right of Entry Agreement before commencing work in connection with construction upon or over Railroad's right-of-way and shall observe the Railroad rules and regulations with respect thereto.
- C. All work upon the Railroad right-of-way shall be done at such times and in such a manner as not to interfere with or endanger the operations of the Railroad. Whenever work may affect the operations or safety of trains, the method of doing such work shall first be submitted to the Railroad MTM Representative for approval, but such approval shall not relieve the Contractor from liability. Any work to be performed by the Contractor, which requires flagging service or inspection service, shall be deferred until the flagging protection required by the Railroad is available at the job site. See Section 1.21 for railroad flagging requirements.
- D. The Contractor shall make requests in writing to both the Railroad Project Representative and the Railroad MTM Representative for both Absolute and Conditional Work Windows, at least two weeks in advance of any work. The written request must include:
  - 1. Description of work to be done.
  - 2. The days and hours that work will be performed.
  - 3. The exact location of the work and proximity to the tracks.
  - 4. The type of window and amount of time requested.
  - 5. The designated contact person for the Contractor.

The Contractor shall provide a written confirmation notice to the Railroad MTM Representative at least fifteen (15) days prior to commencing work in connection with the approved work windows when work will be performed within **25 feet of any track center line**. All work shall be performed in accordance with previously approved work plans.

- E. Should a condition arise from, or in connection with, the work which requires immediate and unusual actions to be made to protect operations and property of the Railroad, the Contractor shall undertake such actions. If, in the judgment of the Railroad MTM Representative, such actions are insufficient, the Railroad MTM Representative may require or provide such actions as deemed necessary. In any event, such actions shall be at the Contractor's expense and without cost to the Railroad. The Railroad or Agency have the right to order the Contractor to temporarily cease operations in the event of an emergency or if, in the opinion of the Railroad MTM Representative, the Contractor's operations may inhibit the Railroads operations. In the event such an order is given, the Contractor shall immediately notify the Agency of the order.

### **1.09 INSURANCE**

The Contractor shall not begin work within the Railroad's right-of-way until the Railroad has been furnished the insurance policies, binders, certificates and endorsements required by the Contractor's Right-of-Entry Agreement, and the Railroad Project Representative has advised the Agency that such insurance is in accordance with such Agreement. The required insurance shall be kept in full force and effect during the performance of work and thereafter until the Contractor removes all tools, equipment, and material from Railroad property and cleans the premises in a manner reasonably satisfactory to the Railroad.

### **1.10 RAILROAD SAFETY ORIENTATION**

All personnel employed by the Agency, Contractor and all subcontractors must complete the Railroad's course "Orientation for Contractor's Safety" and be registered prior to working on Railroad property. This orientation is available at [www.contractororientation.com](http://www.contractororientation.com). This course is required to be completed annually. The preceding training does not apply for longitudinal fiber optic installations.

### **1.11 COOPERATION**

The Railroad shall cooperate with the Contractor in the scheduling of Project work with the understanding that Railroad's train operations at the job site shall have priority over the Contractor's activities.

### **1.12 CONSTRUCTION CLEARANCES**

The Contractor shall abide by the twenty-one (21.6) foot temporary vertical construction clearance defined in section 4.4.1.1 and twelve (15) foot temporary horizontal construction clearance defined in section 4.4.1.2 of BNSF and UPRR Guidelines for Railroad Grade Separation Projects. It shall be the Contractor's responsibility to obtain such guidelines from the Agency or Railroad.

Reduced temporary construction clearances, which are less than construction clearances defined above, will require special review and approval by the Railroad.

Any proposed variance on the specified minimum clearances due to the Contractor's operations shall be submitted to the Railroad Project Representative through the Agency at least thirty (30) days in advance of the work. No work shall be undertaken until the variance is approved in writing by the Railroad Project Representative.

### **1.13 SUBMITTALS**

- A. Construction submittals and Requests for Information (RFI) shall be submitted per Section 3.5 of BNSF and UPRR Guidelines for Railroad Grade Separation Projects.
- B. The minimum review times, as indicated in tables 3-1 and 3-2 of Section 3.5 of the BNSF and UPRR Guidelines for Railroad Grade Separation Projects, should be anticipated for review of all submittals. Guidelines for Railroad Grade Separation Projects should be anticipated for review of all submittals. The details of the construction affecting the Railroad tracks and property, not already included in the contract plans, shall be submitted by the Agency to the Railroad Project Representative for the Railroad's review and written approval before such construction is undertaken. The Railroad shall not be liable to Agency, Contractor, and or any other person or entity if the Railroad's review exceeds a four-week review time.

- C. As Built Submittals shall be submitted per Section 3.10 of BNSF and UPRR Guidelines for Railroad Grade Separation Projects.

#### **1.14 MAINTENANCE OF PROPER DRAINAGE AND DAMAGE TO RAILROAD FACILITIES**

- A. The Contractor, at its expense, shall be required to maintain all ditches and drainage structures free of silt or other obstructions which may result from the Contractor's operations and to repair and restore any Railroad property, tracks and facilities of Railroad and/or its tenants.
- B. The Contractor must submit a proposed method of erosion control and have the method reviewed and approved by the Railroad prior to beginning any grading on the project site. Erosion control methods must comply with all applicable local, state and federal regulations.

#### **1.15 SITE INSPECTIONS BY RAILROAD PROJECT REPRESENTATIVE, RAILROAD MTM REPRESENTATIVE OR RAILROAD'S CONTRACTOR**

- A. In addition to the office reviews of construction submittals, site observations will be performed by the Railroad Project Representative, Railroad MTM Representative or Railroad's Contractor at significant points during construction per Section 4.12 of BNSF and UPRR Guidelines for Railroad Grade Separation Projects.
- B. Site inspections are not limited to the milestone events listed in the guidelines. Site visits to check the progress of work may be performed at any time throughout the construction process as deemed necessary by the Railroad.
- C. A detailed construction schedule, including the proposed temporary horizontal and vertical clearances and construction sequence for all work to be performed, shall be provided by the Contractor to the Agency for submittal to the Railroad's Project Representative for review and approval prior to commencement of work. This schedule shall also include the anticipated dates on which the above listed events will occur. This schedule shall be updated for all critical listed events as necessary but at least monthly so that site visits may be scheduled.

#### **1.16 RAILROAD REPRESENTATIVES**

- A. Railroad representatives, conductors, flag persons or watch persons will be provided by the Railroad at the expense of the Agency or Contractor (as stated elsewhere in these bid documents) to protect Railroad facilities, property and movements of its trains and engines. In general, the Railroad will furnish such personnel or other protective services as follows:
1. When any part of any equipment or object, such as erection or construction activities, is standing or being operated within 25 feet, measured horizontally from centerline, of any track on which trains may operate.
  2. For any excavation below the elevation of track subgrade when, in the opinion of the Railroad MTM Representative, the track or other Railroad facilities may be subject to settlement or movement.
  3. During any clearing, grubbing, excavation or grading in proximity to Railroad facilities which, in the opinion of the Railroad MTM Representative, may affect Railroad facilities or inhibit operations.

4. During any Contractor's operations when, in the opinion of the Railroad MTM Representative, the Railroad facilities, including, but not limited to, tracks, buildings, signals, wire lines or pipelines, may be endangered.

- B. The Contractor shall arrange with the Railroad Local Representative to provide the adequate number of flag persons to accomplish the work.

### **1.17 WALKWAYS REQUIRED**

Parallel to the outer side of each exterior track of multiple operated tracks and on each side of single operated track, an unobstructed continuous space suitable for trainman's use in walking along trains, extending in width not less than twelve feet (12') perpendicular from centerline of track, shall be maintained. Any temporary impediments to walkways and track drainage encroachments or obstructions allowed during working hours must be covered, guarded and/or protected as soon as practical. Walkways with railings shall be constructed by the Contractor over open excavation areas when in close proximity of track, and railings shall not be closer than 9' perpendicular from the center line of tangent track or 9' - 6" horizontal from curved track.

### **1.18 COMMUNICATIONS AND SIGNAL LINES**

If required, the Railroad, at Agency's expense, will rearrange its communications and signal lines, grade crossing warning devices, train signals, tracks and facilities that are in use and maintained by Railroad forces in connection with its operation. This work by the Railroad will be done by its own forces or by contractors under a continuing contract and may or may not be a part of the work under this contract.

### **1.19 TRAFFIC CONTROL**

The Contractor's operations which control traffic across or around Railroad facilities shall be coordinated with and approved by the Railroad MTM Representative and shall be in compliance with the MUTCD.

### **1.20 CONSTRUCTION EXCAVATIONS: CALL BEFORE YOU DIG NUMBER**

- A. The Contractor shall be required to take special precautions and care in connection with excavating and shoring. Excavations for construction of footings, piers, columns, walls or other facilities that require shoring shall comply with requirements of OSHA, AREMA and Railroad "Guidelines for Temporary Shoring".
- B. In addition to calling the "811" number and/or the local "one call center", the Contractor shall call the Railroad's "Call Before Your Dig" number at least 48 hours prior to commencing work at 1-800-336-9193 during normal business hours (6:30 a.m. to 8:00 p.m. Central Standard Time, Monday through Friday, except holidays - also a 24-hour, 7 day a week number for emergency calls) to determine location of fiber optics. If a telecommunications system is buried anywhere on or near Railroad property, the Contractor will co-ordinate with the Railroad and the Telecommunication Company(ies) to arrange for relocation or other protection of the system prior to beginning any work on or near Railroad property. The determination of whether fiber optics will be affected by the Project shall be made during the initial design phase of the Project.
- C. The Railroad does not allow temporary at grade crossings unless absolutely necessary and there is no alternative route available to contractor to access the project site. Alternative plans should be considered to avoid crossing Railroad tracks at grade.

**EXHIBIT E  
TO  
PUBLIC HIGHWAY OVERPASS AGREEMENT**

**Exhibit E** will be Current Form of Contractor's Right of Entry Agreement

## **CONTRACTOR'S RIGHT OF ENTRY AGREEMENT**

**THIS AGREEMENT** is made and entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, 2025, by and between **UNION PACIFIC RAILROAD COMPANY**, a Delaware corporation ("Railroad"); and \_\_\_\_\_, a \_\_\_\_\_ corporation ("Contractor").

### **RECITALS:**

Contractor has been hired by the City of Bloomington for the reconstruction of the two existing structures ("Existing Structures") that were constructed under the Original Agreement into one span bridge grade separated overpass structure 91' wide (94'11" back to back of abutments) consisting of two westbound lanes, two eastbound lanes, painted center median, a 14' multiuse path, and a 5' pedestrian sidewalk that carries vehicular traffic traversing on the Fox Creek Rd., over Railroad's track(s) at Railroad's Milepost 128.77 at DOT 290952F on Railroad's Springfield Subdivision at or near Bloomington, McLean County, Illinois, as such location is in the general location shown on the print attached and marked **Exhibit A**, attached hereto and hereby made a part hereof between Railroad and the City.

Railroad is willing to permit Contractor to perform the work described above at the location described above subject to the terms and conditions contained in this agreement

### **AGREEMENT:**

**NOW, THEREFORE**, it is mutually agreed by and between Railroad and Contractor, as follows:

#### **ARTICLE 1 - DEFINITION OF CONTRACTOR.**

For purposes of this agreement, all references in this agreement to Contractor shall include Contractor's contractors, subcontractors, officers, agents and employees, and others acting under its or their authority. For purposes of clarity, Contractor agrees that any CIC (defined below) hired by Contractor is a subcontractor of Contractor and therefore included in the defined term Contractor pursuant to the foregoing sentence.

#### **ARTICLE 2 - RIGHT GRANTED: PURPOSE.**

Railroad hereby grants to Contractor the right, during the term hereinafter stated and upon and subject to each and all of the terms, provisions and conditions herein contained, to enter upon and have ingress to and egress from the property described in the Recitals for the purpose of performing the work described in the Recitals above. The right herein granted to Contractor is limited to those portions of Railroad's property specifically described herein, or as designated by the Railroad Representative named in Article 4.

#### **ARTICLE 3 - TERMS AND CONDITIONS CONTAINED IN EXHIBITS B AND C.**

The terms and conditions contained in **Exhibit B** and **Exhibit C**, attached hereto, are hereby made a part of this agreement.

#### **ARTICLE 4 - ALL EXPENSES TO BE BORNE BY CONTRACTOR: RAILROAD REPRESENTATIVE.**

A. Contractor shall bear any, and all costs and expenses associated with any work performed by Contractor (including without limitation any CIC), or any costs or expenses incurred by Railroad relating to this agreement.

B. Contractor shall coordinate all of its work with the following Railroad representative or his or her duly authorized representative (the "Railroad Representative"):

<p><b>Silvio Molina</b> MGR I TRACK MNTCE 17225 E ARENTH AVE CITY OF INDUSTRY, CA 91748 562 566-4447 <a href="mailto:smolina@up.com">smolina@up.com</a></p>	
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C. Contractor, at its own expense, shall adequately police and supervise all work to be performed by Contractor and shall ensure that such work is performed in a safe manner as set forth in Section 7 of **Exhibit B**. The responsibility of Contractor for safe conduct and adequate policing and supervision of Contractor's work shall not be lessened or otherwise affected by Railroad's approval of plans and specifications involving the work, or by Railroad's collaboration in performance of any work, or by the presence at the work site of a Railroad Representative, or by compliance by Contractor with any requests or recommendations made by Railroad Representative.

**ARTICLE 5 - SCHEDULE OF WORK ON A MONTHLY BASIS.**

The Contractor, at its expense, shall provide on a monthly basis a detailed schedule of work to the Railroad Representative named in Article 4B above. The reports shall start at the execution of this agreement and continue until this agreement is terminated as provided in this agreement or until the Contractor has completed all work on Railroad's property.

**ARTICLE 6 - TERM: TERMINATION.**

A. The grant of right herein made to Contractor shall commence on the date of this agreement, and continue until \_\_\_\_\_, unless sooner terminated as herein provided, or at such time as Contractor has completed its work on Railroad's property, whichever is earlier. Contractor agrees to notify the Railroad Representative in writing when it has completed its work on Railroad's property.

B. This agreement may be terminated by either party on ten (10) days written notice to the other party.

**ARTICLE 7 - CERTIFICATE OF INSURANCE.**

A. Before commencing any work and throughout the entire term of this Agreement, Contractor, at its expense, shall procure and maintain in full force and effect the types and minimum limits of insurance specified in **Exhibit C** of this agreement and require each of its subcontractors to include the insurance endorsements as required under Section 12 of **Exhibit B** of this agreement.

B. Not more frequently than once every two (2) years, Railroad may reasonably modify the required insurance coverage to reflect then-current risk management practices in the railroad industry and underwriting practices in the insurance industry.

C. Upon request of Railroad, Contractor shall provide to Railroad a certificate issued by its insurance carrier evidencing the insurance coverage required under **Exhibit B**.

D. Contractor understands and accepts that the terms of this Article are wholly separate from and independent of the terms of any indemnity provisions contained in this Agreement.

D. Upon request of Railroad, insurance correspondence, binders, policies, certificates and endorsements shall be sent to:

Union Pacific Railroad Company  
1400 Douglas St. STOP 1690

Omaha, NE 68179  
Attn: Sr. Mgr. Real Estate  
Project 0416285

**ARTICLE 8 - PRECONSTRUCTION MEETING.**

If the work to be performed by the Contractor will involve the Railroad providing any flagging protection (or if a CIC is approved to provide flagging protection pursuant to the terms set forth herein) and/or there is separate work to be performed by the Railroad, the Contractor confirms that no work shall commence until the Railroad and Contractor participate in a preconstruction meeting involving flagging procedures and coordination of work activities of the Contractor and the Railroad (and any CIC, as applicable.)

**ARTICLE 9. DISMISSAL OF CONTRACTOR'S EMPLOYEE.**

At the request of Railroad, Contractor shall remove from Railroad's property any employee of Contractor who fails to conform to the instructions of the Railroad Representative in connection with the work on Railroad's property, and any right of Contractor shall be suspended until such removal has occurred. Contractor shall indemnify Railroad against any claims arising from the removal of any such employee from Railroad's property.

**ARTICLE 10. ADMINISTRATIVE FEE.**

Upon the execution and delivery of this agreement, Contractor shall pay to Railroad **One Thousand Twenty-Five Dollars** (\$1025.00) as reimbursement for clerical, administrative and handling expenses in connection with the processing of this agreement.

**ARTICLE 11. CROSSINGS: COMPLIANCE WITH MUTCD AND FRA GUIDELINES.**

A. No additional vehicular crossings (including temporary haul roads) or pedestrian crossings over Railroad's trackage shall be installed or used by Contractor without the prior written permission of Railroad.

B. Any permanent or temporary changes, including temporary traffic control, to crossings must conform to the Manual of Uniform Traffic Control Devices (MUTCD) and any applicable Federal Railroad Administration rules, regulations and guidelines, and must be reviewed by the Railroad prior to any changes being implemented. In the event the Railroad is found to be out of compliance with federal safety regulations due to the Contractor's modifications, negligence, or any other reason arising from the Contractor's presence on the Railroad's property, the Contractor agrees to assume liability for any civil penalties imposed upon the Railroad for such noncompliance.

**ARTICLE 12.- EXPLOSIVES.**

Explosives or other highly flammable substances shall not be stored or used on Railroad's property without the prior written approval of Railroad.

**IN WITNESS WHEREOF**, the parties hereto have duly executed this agreement in duplicate as of the date first herein written.

**UNION PACIFIC RAILROAD COMPANY**

By: \_\_\_\_\_  
Title: Sr. Mgr. Real Estate

\_\_\_\_\_  
(Name of Contractor)

By: \_\_\_\_\_  
Title: \_\_\_\_\_

**EXHIBIT A**  
**TO**  
**CONTRACTOR'S RIGHT OF ENTRY AGREEMENT**

Exhibit A will be a print showing the general location of the work site.

**EXHIBIT B**  
**TO**  
**CONTRACTOR'S RIGHT OF ENTRY AGREEMENT**

**Section 1. NOTICE OF COMMENCEMENT OF WORK - RAILROAD FLAGGING - PRIVATE FLAGGING.**

A. Contractor agrees to notify the Railroad Representative at least ten (10) working days in advance of Contractor commencing its work and at least thirty (30) working days in advance of proposed performance of any work by Contractor in which any person or equipment will be within twenty-five (25) feet of any track, or will be near enough to any track that any equipment extension (such as, but not limited to, a crane boom) will reach to within twenty-five (25) feet of any track.

B. No work of any kind shall be performed, and no person, equipment, machinery, tool(s), material(s), vehicle(s), or thing(s) shall be located, operated, placed, or stored within twenty-five (25) feet of any of Railroad's track(s) at any time, for any reason, unless and until a Railroad approved flagman is provided to watch for trains. Upon receipt of such thirty (30)-day notice, the Railroad Representative will determine and inform Contractor whether a flagman need be present and whether Contractor needs to implement any special protective or safety measures.

C. Contractor shall be permitted to hire a private contractor to perform flagging or other special protective or safety measures (such private contractor being commonly known in the railroad industry as a contractor-in-charge ("CIC")) in lieu of Railroad providing such services or in concert with Railroad providing such services, subject to prior written approval by Railroad, which approval shall be in Railroad's sole and absolute discretion. If Railroad agrees to permit Contractor to utilize a CIC pursuant to the preceding sentence, Contractor shall obtain Railroad's prior approval in writing for each of the following items, as determined in all respects in Railroad's sole and absolute discretion: (i) the identity of the third-party performing the role of CIC; (ii) the scope of the services to be performed for the project by the approved CIC; and (iii) any other terms and conditions governing such services to be provided by the CIC. If flagging or other special protective or safety measures are performed by an approved CIC, Contractor shall be solely responsible for (and shall timely pay such CIC for) its services. Railroad reserves the right to rescind any approval pursuant to this Section 1, Subsection C., in whole or in part, at any time, as determined in Railroad's sole and absolute discretion.

D. If any flagging or other special protective or safety measures are performed by employees of Railroad and/or any contractor of Railroad, Railroad will bill Contractor for such expenses incurred by Railroad, unless Railroad and a federal, state or local governmental entity have agreed that Railroad is to bill such expenses to the federal, state or local governmental entity. If Railroad will be sending the bills to Contractor, Contractor shall pay such bills within thirty (30) days of Contractor's receipt of billing.

E. If any flagging or other special protective or safety measures are performed by Railroad or a CIC, Contractor agrees that Contractor is not relieved of any of its responsibilities or liabilities set forth in this agreement.

F. The provisions set forth in this subsection are only applicable for Flagging Services performed by employees of Railroad: the rate of pay per hour for each flagman will be the prevailing hourly rate in effect for an eight-hour day for the class of flagmen used during regularly assigned hours and overtime in accordance with labor agreements and schedules in effect at the time the work is performed. In addition to the cost of such labor, a composite charge for vacation, holiday, health and welfare, supplemental sickness, Railroad Retirement and unemployment compensation, supplemental pension, Employees Liability and Property Damage and Administration will be included, computed on actual payroll. The composite charge will be the prevailing composite charge in effect at the time the work is performed. One and one-half times the current hourly rate is paid for overtime, Saturdays and Sundays, and two and one-half times current hourly rate for holidays. Wage rates are subject to change, at any time, by law or by agreement between Railroad and its employees and may be retroactive as a result of negotiations or a ruling of an authorized governmental agency. Additional charges on labor are also subject to change. If the wage rate or additional charges are changed, Contractor (or the governmental entity, as applicable) shall pay on the basis of the new rates and charges. If flagging is performed by Railroad, reimbursement to Railroad will be required covering the full eight-hour day during which any flagman is furnished, unless the flagman can be assigned to other Railroad work during a portion of such day, in which event reimbursement will not be required for the portion of the day during which the flagman is engaged in other Railroad work. Reimbursement will also be required for any

day not actually worked by the flagman following the flagman's assignment to work on the project for which Railroad is required to pay the flagman and which could not reasonably be avoided by Railroad by assignment of such flagman to other work, even though Contractor may not be working during such time. When it becomes necessary for Railroad to bulletin and assign an employee to a flagging position in compliance with union collective bargaining agreements, Contractor must provide Railroad a minimum of five (5) days' notice prior to the cessation of the need for a flagman. If five (5) days' notice of cessation is not given, Contractor will still be required to pay flagging charges for the five (5) day notice period required by union agreement to be given to the employee, even though flagging is not required for that period. An additional thirty (30) days' notice must then be given to Railroad if flagging services are needed again after such five-day cessation notice has been given to Railroad.

## **Section 2. LIMITATION AND SUBORDINATION OF RIGHTS GRANTED**

A. The foregoing grant of right is subject and subordinate to the prior and continuing right and obligation of the Railroad to use and maintain its entire property including the right and power of Railroad to construct, maintain, repair, renew, use, operate, change, modify or relocate railroad tracks, roadways, signal, communication, fiber optics, or other wirelines, pipelines and other facilities upon, along or across any or all parts of its property, all or any of which may be freely done at any time or times by Railroad without liability to Contractor or to any other party for compensation or damages.

B. The foregoing grant is also subject to all outstanding superior rights (whether recorded or unrecorded and including those in favor of licensees and lessees of Railroad's property, and others) and the right of Railroad to renew and extend the same and is made without covenant of title or for quiet enjoyment.

## **Section 3. NO INTERFERENCE WITH OPERATIONS OF RAILROAD AND ITS TENANTS.**

A. Contractor shall conduct its operations so as not to interfere with the continuous and uninterrupted use and operation of the railroad tracks and property of Railroad, including without limitation, the operations of Railroad's lessees, licensees or others, unless specifically authorized in advance by the Railroad Representative. Nothing shall be done or permitted to be done by Contractor at any time that would in any manner impair the safety of such operations. When not in use, Contractor's machinery and materials shall be kept at least fifty (50) feet from the centerline of Railroad's nearest track, and there shall be no vehicular crossings of Railroad's tracks except at existing open public crossings.

B. Operations of Railroad and work performed by Railroad personnel and delays in the work to be performed by Contractor caused by such railroad operations and work are expected by Contractor, and Contractor agrees that Railroad shall have no liability to Contractor, or any other person or entity for any such delays. The Contractor shall coordinate its activities with those of Railroad and third parties so as to avoid interference with railroad operations. The safe operation of Railroad train movements and other activities by Railroad takes precedence over any work to be performed by Contractor.

## **Section 4. LIENS.**

Contractor shall pay in full all persons who perform labor or provide materials for the work to be performed by Contractor. Contractor shall not create, permit or suffer any mechanic's or materialmen's liens of any kind or nature to be created or enforced against any property of Railroad for any such work performed. Contractor shall indemnify and hold harmless Railroad from and against any and all liens, claims, demands, costs or expenses of whatsoever nature in any way connected with or growing out of such work done, labor performed, or materials furnished. If Contractor fails to promptly cause any lien to be released of record, Railroad may, at its election, discharge the lien or claim of lien at Contractor's expense.

## **Section 5. PROTECTION OF FIBER OPTIC CABLE SYSTEMS.**

A. Fiber optic cable systems may be buried on Railroad's property. Protection of the fiber optic cable systems is of extreme importance since any break could disrupt service to users resulting in business interruption and loss of revenue and profits. Contractor shall telephone Railroad during normal business hours (7:00 a.m. to 9:00 p.m. Central Time, Monday through Friday, except holidays) at 1-800-336-9193 (also a 24-hour, 7-day number for emergency calls) to determine if fiber optic cable is buried anywhere on Railroad's property to be used by Contractor. If it is, Contractor will telephone the telecommunications company(ies) involved, make arrangements for a cable locator and, if applicable, for relocation or other

protection of the fiber optic cable. Contractor shall not commence any work until all such protection or relocation (if applicable) has been accomplished.

**B. IN ADDITION TO OTHER INDEMNITY PROVISIONS IN THIS AGREEMENT, CONTRACTOR SHALL INDEMNIFY, DEFEND AND HOLD RAILROAD HARMLESS FROM AND AGAINST ALL COSTS, LIABILITY AND EXPENSE WHATSOEVER (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES, COURT COSTS AND EXPENSES) ARISING OUT OF ANY ACT OR OMISSION OF CONTRACTOR, ITS AGENTS AND/OR EMPLOYEES, THAT CAUSES OR CONTRIBUTES TO (1) ANY DAMAGE TO OR DESTRUCTION OF ANY TELECOMMUNICATIONS SYSTEM ON RAILROAD'S PROPERTY, AND/OR (2) ANY INJURY TO OR DEATH OF ANY PERSON EMPLOYED BY OR ON BEHALF OF ANY TELECOMMUNICATIONS COMPANY, AND/OR ITS CONTRACTOR, AGENTS AND/OR EMPLOYEES, ON RAILROAD'S PROPERTY. CONTRACTOR SHALL NOT HAVE OR SEEK RECOURSE AGAINST RAILROAD FOR ANY CLAIM OR CAUSE OF ACTION FOR ALLEGED LOSS OF PROFITS OR REVENUE OR LOSS OF SERVICE OR OTHER CONSEQUENTIAL DAMAGE TO A TELECOMMUNICATION COMPANY USING RAILROAD'S PROPERTY OR A CUSTOMER OR USER OF SERVICES OF THE FIBER OPTIC CABLE ON RAILROAD'S PROPERTY.**

**Section 6. PERMITS - COMPLIANCE WITH LAWS.**

In the prosecution of the work covered by this agreement, Contractor shall secure any and all necessary permits and shall comply with all applicable federal, state and local laws, regulations and enactments affecting the work including, without limitation, all applicable Federal Railroad Administration regulations.

**Section 7. SAFETY.**

A. Safety of personnel, property, rail operations and the public are of paramount importance in the prosecution of any work on Railroad property performed by Contractor. Contractor shall be responsible for initiating, maintaining and supervising all safety, operations and programs in connection with the work. Contractor shall, at a minimum, comply with Railroad's then current safety standards located at the below web address ("Railroad's Safety Standards") to ensure uniformity with the safety standards followed by Railroad's own forces. As a part of Contractor's safety responsibilities, Contractor shall notify Railroad if Contractor determines that any of Railroad's Safety Standards are contrary to good safety practices. Contractor shall furnish copies of Railroad's Safety Standards to each of its employees before they enter Railroad property.

[http://www.up.com/cs/groups/public/@uprr/@suppliers/documents/up\\_pdf\\_nativedocs/pdf\\_up\\_supplier\\_safety\\_req.pdf](http://www.up.com/cs/groups/public/@uprr/@suppliers/documents/up_pdf_nativedocs/pdf_up_supplier_safety_req.pdf)

B. Without limitation of the provisions of paragraph A above, Contractor shall keep the job site free from safety and health hazards and ensure that its employees are competent and adequately trained in all safety and health aspects of the job.

C. Contractor shall have proper first aid supplies available on the job site so that prompt first aid services may be provided to any person injured on the job site. Contractor shall promptly notify Railroad of any U.S. Occupational Safety and Health Administration reportable injuries. Contractor shall have a nondelegable duty to control its employees while they are on the job site or any other property of Railroad, and to be certain they do not use, be under the influence of, or have in their possession any alcoholic beverage, drug or other substance that may inhibit the safe performance of any work.

D. If and when requested by Railroad, Contractor shall deliver to Railroad a copy of Contractor's safety plan for conducting the work (the "Safety Plan"). Railroad shall have the right, but not the obligation, to require Contractor to correct any deficiencies in the Safety Plan. The terms of this agreement shall control if there are any inconsistencies between this agreement and the Safety Plan.

**Section 8. INDEMNITY.**

**A. TO THE EXTENT NOT PROHIBITED BY APPLICABLE STATUTE, CONTRACTOR SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS RAILROAD, ITS AFFILIATES, AND ITS AND THEIR OFFICERS, AGENTS AND EMPLOYEES (INDIVIDUALLY AN "INDEMNIFIED PARTY" OR COLLECTIVELY "INDEMNIFIED PARTIES") FROM AND AGAINST ANY AND ALL LOSS, DAMAGE, INJURY, LIABILITY, CLAIM, DEMAND, COST OR EXPENSE**

(INCLUDING, WITHOUT LIMITATION, ATTORNEY'S, CONSULTANT'S AND EXPERT'S FEES, AND COURT COSTS), FINE OR PENALTY (COLLECTIVELY, "LOSS") INCURRED BY ANY PERSON (INCLUDING, WITHOUT LIMITATION, ANY INDEMNIFIED PARTY, CONTRACTOR, OR ANY EMPLOYEE OF CONTRACTOR OR OF ANY INDEMNIFIED PARTY) ARISING OUT OF OR IN ANY MANNER CONNECTED WITH (I) ANY WORK PERFORMED BY CONTRACTOR, OR (II) ANY ACT OR OMISSION OF CONTRACTOR, ITS OFFICERS, AGENTS OR EMPLOYEES, OR (III) ANY BREACH OF THIS AGREEMENT BY CONTRACTOR.

B. THE RIGHT TO INDEMNITY UNDER THIS SECTION 8 SHALL ACCRUE UPON OCCURRENCE OF THE EVENT GIVING RISE TO THE LOSS AND SHALL APPLY REGARDLESS OF ANY NEGLIGENCE OR STRICT LIABILITY OF ANY INDEMNIFIED PARTY, EXCEPT WHERE THE LOSS IS CAUSED BY THE SOLE ACTIVE NEGLIGENCE OF AN INDEMNIFIED PARTY AS ESTABLISHED BY THE FINAL JUDGMENT OF A COURT OF COMPETENT JURISDICTION. THE SOLE ACTIVE NEGLIGENCE OF ANY INDEMNIFIED PARTY SHALL NOT BAR THE RECOVERY OF ANY OTHER INDEMNIFIED PARTY.

C. CONTRACTOR EXPRESSLY AND SPECIFICALLY ASSUMES POTENTIAL LIABILITY UNDER THIS SECTION 8 FOR CLAIMS OR ACTIONS BROUGHT BY CONTRACTOR'S OWN EMPLOYEES. CONTRACTOR WAIVES ANY IMMUNITY IT MAY HAVE UNDER WORKER'S COMPENSATION OR INDUSTRIAL INSURANCE ACTS TO INDEMNIFY THE INDEMNIFIED PARTIES UNDER THIS SECTION 8. CONTRACTOR ACKNOWLEDGES THAT THIS WAIVER WAS MUTUALLY NEGOTIATED BY THE PARTIES HERETO.

D. NO COURT OR JURY FINDINGS IN ANY EMPLOYEE'S SUIT PURSUANT TO ANY WORKER'S COMPENSATION ACT OR THE FEDERAL EMPLOYERS' LIABILITY ACT AGAINST A PARTY TO THIS AGREEMENT MAY BE RELIED UPON OR USED BY CONTRACTOR IN ANY ATTEMPT TO ASSERT LIABILITY AGAINST ANY INDEMNIFIED PARTY.

E. THE PROVISIONS OF THIS SECTION 8 SHALL SURVIVE THE COMPLETION OF ANY WORK PERFORMED BY CONTRACTOR OR THE TERMINATION OR EXPIRATION OF THIS AGREEMENT. IN NO EVENT SHALL THIS SECTION 8 OR ANY OTHER PROVISION OF THIS AGREEMENT BE DEEMED TO LIMIT ANY LIABILITY CONTRACTOR MAY HAVE TO ANY INDEMNIFIED PARTY BY STATUTE OR UNDER COMMON LAW.

**Section 9. RESTORATION OF PROPERTY.**

In the event Railroad authorizes Contractor to take down any fence of Railroad or in any manner move or disturb any of the other property of Railroad in connection with the work to be performed by Contractor, then in that event Contractor shall, as soon as possible and at Contractor's sole expense, restore such fence and other property to the same condition as the same were in before such fence was taken down or such other property was moved or disturbed. Contractor shall remove all of Contractor's tools, equipment, rubbish and other materials from Railroad's property promptly upon completion of the work, restoring Railroad's property to the same state and condition as when Contractor entered thereon.

**Section 10. WAIVER OF DEFAULT.**

Waiver by Railroad of any breach or default of any condition, covenant or agreement herein contained to be kept, observed and performed by Contractor shall in no way impair the right of Railroad to avail itself of any remedy for any subsequent breach or default.

**Section 11. MODIFICATION - ENTIRE AGREEMENT.**

No modification of this agreement shall be effective unless made in writing and signed by Contractor and Railroad. This agreement and the exhibits attached hereto and made a part hereof constitute the entire understanding between Contractor and Railroad and cancel and supersede any prior negotiations, understandings or agreements, whether written or oral, with respect to the work to be performed by Contractor.

**Section 12. ASSIGNMENT - SUBCONTRACTING.**

Contractor shall not assign or subcontract this agreement, or any interest therein, without the written consent of the Railroad. Contractor shall be responsible for the acts and omissions of all subcontractors. Before Contractor commences any work, the Contractor shall, except to the extent prohibited by law; (1) require each of its subcontractors to include the Contractor as "Additional Insured" on the subcontractor's Commercial General Liability policy and Umbrella or Excess policies (if applicable) with respect to all liabilities arising out of the subcontractor's performance of work on behalf of the Contractor by endorsing these policies with ISO Additional Insured Endorsements CG 20 10, and CG 20 37 (or substitute forms providing equivalent coverage; (2) require each of its subcontractors to endorse their Commercial General Liability Policy with "Contractual Liability Railroads" ISO Form CG 24 17 10 01 (or a substitute form providing equivalent coverage) for the job site; and (3) require each of its subcontractors to endorse their Business Automobile Policy with "Coverage For Certain Operations In Connection With Railroads" ISO Form CA 20 70 10 01 (or a substitute form providing equivalent coverage) for the job site.

**EXHIBIT C**  
**TO**  
**CONTRACTOR'S**  
**RIGHT OF ENTRY AGREEMENT**

**Union Pacific Railroad Company  
Insurance Requirements For  
Contractor's Right of Entry Agreement**

During the entire term of this Agreement and course of the Project, and until all Project work on Railroad's property has been completed and all equipment and materials have been removed from Railroad's property and Railroad's property has been clean and restored to Railroad's satisfaction, Contractor shall, at its sole cost and expense, procure and maintain the following insurance coverage:

- A. **Commercial General Liability** insurance. Commercial general liability (CGL) with a limit of not less than \$5,000,000 each occurrence and an aggregate limit of not less than \$10,000,000. CGL insurance must be written on ISO occurrence form CG 00 01 12 04 (or a substitute form providing equivalent coverage).

The policy must also contain the following endorsement, which must be stated on the certificate of insurance:

- Contractual Liability Railroads ISO form CG 24 17 10 01 (or a substitute form providing equivalent coverage) showing "Union Pacific Railroad Company Property" as the Designated Job Site.
- Designated Construction Project(s) General Aggregate Limit ISO Form CG 25 03 03 97 (or a substitute form providing equivalent coverage) showing the project on the form schedule.

- B. **Business Automobile Coverage** insurance. Business auto coverage written on ISO form CA 00 01 10 01 (or a substitute form providing equivalent liability coverage) with a combined single limit of not less \$5,000,000 for each accident and coverage must include liability arising out of any auto (including owned, hired and non-owned autos).

The policy must contain the following endorsements, which must be stated on the certificate of insurance:

- Coverage For Certain Operations In Connection With Railroads ISO form CA 20 70 10 01 (or a substitute form providing equivalent coverage) showing "Union Pacific Property" as the Designated Job Site.
- Motor Carrier Act Endorsement - Hazardous materials clean up (MCS-90) if required by law.

- C. **Workers' Compensation and Employers' Liability** insurance. Coverage must include but not be limited to:
- Contractor's statutory liability under the workers' compensation laws of the state where the work is being performed.
  - Employers' Liability (Part B) with limits of at least \$500,000 each accident, \$500,000 disease policy limit \$500,000 each employee.

If Contractor is self-insured, evidence of state approval and excess workers compensation coverage must be provided. Coverage must include liability arising out of the U. S. Longshoremen's and Harbor Workers' Act, the Jones Act, and the Outer Continental Shelf Land Act, if applicable.

- D. **Railroad Protective Liability** insurance. Contractor must maintain "Railroad Protective Liability" (RPL) insurance written on ISO occurrence form CG 00 35 12 04 (or a substitute form providing equivalent coverage) on behalf of Railroad as named insured, with a limit of not less than \$2,000,000 per occurrence and an aggregate of \$6,000,000. The definition of "JOB LOCATION" and "WORK" on the declaration page of the policy shall refer to this agreement and shall describe all WORK or OPERATIONS performed under this agreement. Contractor shall provide this agreement to Contractor's insurance agent(s) and/or broker(s) and Contractor shall instruct such agent(s) and/or broker(s) to procure the insurance coverage required by this agreement. A BINDER STATING THE POLICY IS IN PLACE MUST BE SUBMITTED TO RAILROAD BEFORE THE WORK MAY COMMENCE AND UNTIL THE ORIGINAL POLICY IS FORWARDED TO UNION PACIFIC RAILROAD.

- E. **Umbrella or Excess** insurance. If Contractor utilizes umbrella or excess policies, these policies must "follow form" and afford no less coverage than the primary policy.
- F. **Pollution Liability** insurance. Pollution liability coverage must be included when the scope of the work as defined in the agreement includes installation, temporary storage, or disposal of any "hazardous" material that is injurious in or upon land, the atmosphere, or any watercourses; or may cause bodily injury at any time.

If required, coverage may be provided in separate policy form or by endorsement to Contractors CGL or RPL. Any form coverage must be equivalent to that provided in ISO form CG 24 15 "Limited Pollution Liability Extension Endorsement" or CG 28 31 "Pollution Exclusion Amendment" with limits of at least \$5,000,000 per occurrence and an aggregate limit of \$10,000,000.

If the scope of work as defined in this agreement includes the disposal of any hazardous or non-hazardous materials from the job site, Contractor must furnish to Railroad evidence of pollution legal liability insurance maintained by the disposal site operator for losses arising from the insured facility accepting the materials, with coverage in minimum amounts of \$1,000,000 per loss, and an annual aggregate of \$2,000,000.

#### **Other Requirements**

- G. All policy(ies) required above (except business automobile, worker's compensation and employers' liability) must include Railroad as "Additional Insured" using ISO Additional Insured Endorsements CG 20 10, and CG 20 37 (or substitute forms providing equivalent coverage). The coverage provided to Railroad as additional insured shall not be limited by Contractor's liability under the indemnity provisions of this agreement. BOTH CONTRACTOR AND RAILROAD EXPECT THAT UNION PACIFIC RAILROAD COMPANY WILL BE PROVIDED WITH THE BROADEST POSSIBLE COVERAGE AVAILABLE BY OPERATION OF LAW UNDER ISO ADDITIONAL INSURED FORMS CG 20 10 AND CG 20 37.
- H. Punitive damages exclusion, if any, must be deleted (and the deletion indicated on the certificate of insurance), unless (a) insurance coverage may not lawfully be obtained for any punitive damages that may arise under this agreement, or (b) all punitive damages are prohibited by all states in which this agreement will be performed.
- I. Contractor waives all rights of recovery, and its insurers also waive all rights of subrogation of damages against Railroad and its agents, officers, directors and employees for damages covered by the workers compensation and employers' liability or commercial umbrella or excess liability obtained by Contractor required in this agreement where prohibited by law. This waiver must be stated on the certificate of insurance.
- J. Prior to commencing the work, Contractor shall furnish Railroad with a certificate(s) of insurance, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements in this agreement.
- K. All insurance policies must be written by a reputable insurance company acceptable to Railroad or with a current Best's Insurance Guide Rating of A- and Class VII or better and authorized to do business in the state where the work is being performed.
- L. The fact that insurance is obtained by Contractor or by Railroad on behalf of Contractor will not be deemed to release or diminish the liability of Contractor, including, without limitation, liability under the indemnity provisions of this agreement. Damages recoverable by Railroad from Contractor or any third party will not be limited by the amount of the required insurance coverage.

**EXHIBIT F**  
**TO**  
**PUBLIC HIGHWAY OVERPASS AGREEMENT**

**Exhibit F** will be the 1981 Public Highway Overpass Agreement

RESOLUTION BY THE BLOOMINGTON TOWNSHIP BOARD OF AUDITORS

Be it resolved by the Bloomington Township Board of Auditors that the Township Highway Commissioner be hereby authorized to execute an agreement dated November 3, 1981, with ILLINOIS CENTRAL GULF RAILROAD COMPANY, copy attached, for the grant of an easement for the construction of an overhead highway bridge across the land of the Illinois Central Gulf Railroad Company south of mile post A0 128.

Be it further resolved a certified copy of this resolution be transmitted to Illinois Central Gulf Railroad Company. I, Gary Pearl, Township Clerk of Bloomington Township do hereby certify the foregoing to be a true and correct copy of a resolution adopted by said Board of Auditors, at a meeting on November 3, 1981; that said resolution is still in effect; that the agreement referred to therein, attached thereto, is in the form presented to said meeting and in the form executed.

WITNESS the seal of said Bloomington Township and my signature this 3rd. day of November, 1981.

  
Name

Bloomington Township Clerk  
Title

(SEAL)

THIS INDENTURE WITNESSETH, that the Grantor, ILLINOIS CENTRAL GULF RAILROAD COMPANY, a corporation of the State of Delaware, for and in consideration of the sum of ONE DOLLAR (\$1.00), in hand paid, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, hereby grants, so far as it lawfully may, to Bloomington Township, COUNTY OF MCLEAN, ILLINOIS, acting by and through the Township Highway Commissioner, Grantee, easement for reconstruction of an overhead highway bridge, hereinafter for convenience referred to as the "Structure", on and across the land of the said ILLINOIS CENTRAL GULF RAILROAD COMPANY, south of Mile Post AO 128 at Bloomington, Illinois more particularly described as follows:

A parcel of land located in the NE corner of the SE 1/4 of Section 18, T 23 N, R 2 E of the 3rd. P.M., said parcel of land being described as follows; Beginning at a point 75 feet northwest of and at right angles to the center line of the Illinois Central Gulf Railroad track at Station 6786+96, thence southwesterly parallel to and 75 feet from the Illinois Central Gulf Railroad track to a point 75 feet northwest of said track at Station 6787+36, thence southeasterly 175 feet to a point on the east right of way line of the Illinois Central Gulf Railroad at Station 6787+36, thence northerly 81.394 feet to a point on the east right of way line of the Illinois Central Gulf Railroad at Station 6786+56, thence northwesterly 160 feet to a point 75 feet from the Illinois Central Gulf Railroad tracks at Station 6786+56, thence southwesterly 40 feet to the point of beginning, except that portion which is already a public highway.

In addition a triangular parcel of land lying on the southwest side of the public road west of the Illinois Central Gulf Railroad track and extending 174 feet north of the west line of the Illinois Central Gulf Railroad right of way to the public road and as described in a deed recorded in Plat Book 2, page 566 of the Recorder's records of McLean County.

The above described tract contains 0.377 acres, more or less as shown in green on the print attached hereto and made a part hereof.

1. (a) Anything herein to the contrary notwithstanding, the parties hereto agree that the cost of the Structure shall be distributed in accordance with the Illinois Commerce Commission Order issued on July 18, 1981 under Docket No. 81-0222, copy attached hereto and made a part hereof.

1. (b) The plans and specifications for the Structure will be prepared by or for Grantee and approved by Grantor. No change shall be made to any approved plan or specification without the consent in writing of Grantor.

1. (c) Grantee will require its contractor to comply with Grantor's Special Provisions Relative to Flagging and Protection of Railroad Traffic during the construction of the Structure, copy attached hereto and made a part hereof.

The grant aforesaid is made solely upon the conditions and limitations hereinafter contained, and the Grantee, by its acceptance of the said grant, accepts such conditions and limitations and agrees to the full, strict and prompt observance and performance thereof.

1. The easement granted in this indenture is limited to the uses and purposes hereinbefore expressed and for no other purpose whatever.

2. The Grantor reserves to itself, its grantees (other than the Grantee named in this indenture), licensees, lessees, successors and assigns, the right not only to continue to keep and use or operate all tracks and other facilities or structures now upon or beneath the surface of, or above, the said described premises, but also the right to install and use or operate additional tracks, facilities and structures upon and beneath the surface of and above the said described premises. The Grantor reserves also the right to grant to others permission to install and use or operate other facilities and structures, including, but not limited to, underground pipes and conduits, upon and beneath the surface of the said premises, and overhead wires, cables and poles or other structures for the support of such facilities and structures which may now or hereafter be on the said premises, provided that said installations may be made without substantial interference with the use of the said premises as provided in this indenture.

3. The Grantee shall, without charge or assessment therefor against the Grantor or the Grantor's property, perform all work and furnish all material necessary for the construction, maintenance or reconstruction of the Structure, and make or cause to be made any changes or alterations in the location or construction of the Grantor's facilities that may be made necessary by this grant or by the location, construction, or use of the Structure. The Grantee shall also assume and pay all expense incurred by the Grantor incident to, or as a result of, the exercise of this grant.

4. Neither the Grantor nor its property shall be subjected to any charge, assessment, or expense, arising from, growing out of, or in any way attributable to, the construction, maintenance, use or operation of the Structure, whether within or without the confines of Grantor's property, nor for any crossing protection thereat, nor for any highway improvement thereon if this easement is for roadway purposes. If the Grantor or its property is legally subjected to any such charge, assessment, or expense, the Grantee shall pay Grantor, as additional compensation for the rights granted in this indenture, an amount of money equal to any such charge, assessment or expense paid by the Grantor.

5. The Grantor does not warrant title to the said described premises in which the foregoing easement is granted and does not undertake to defend the Grantee in the peaceable enjoyment thereof, but the grant of easement aforesaid shall be subject to the continuing lien of all lawful outstanding existing liens and superior rights, if any, in and to said premises.

6. If any work to be performed by or for the Grantee is let by contract, the Grantee shall require each contractor before coming upon the Grantor's tracks or waylands, to obtain from the Grantor's authorized representative permission for occupancy and use of the premises and to ascertain and comply with the Grantor's requirements for clearances, operation, and its general safety regulations. The Grantor may furnish each contractor, at such contractor's sole cost and expense, protective services and devices, including, but not limited to, switchtenders, flagmen, or watchmen as the Grantor may deem desirable for the safety and continuity of railroad traffic during the work. Each contractor shall be required by the Grantee to reimburse the Grantor promptly upon receipt of bill for such protective services and devices furnished to the contractor.

The Grantee shall withhold final payment to its contractor or contractors until the Grantor has notified the Grantee that all such bills have been settled. The Grantee shall reimburse the Grantor upon receipt of bills for any work performed for the Grantee by the Grantor.

Cost and expense for work performed by Grantor, as referred to in this indenture, shall consist of the actual cost of labor and materials plus Grantor's standard additives in effect at the time the work is performed.

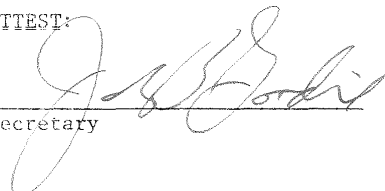
7. For any work let by contract, the Grantee shall require each of its contractors to furnish evidence of Workmen's Compensation coverage and to maintain at all times during any work: (A) Contractors' Public Liability and Property Damage Liability Insurance, including automobile coverage, with a combined single limit of \$2,000,000 per occurrence with an aggregate limit of \$6 million for the term of the policy; (B) if subcontractors are involved, Contractors' Protective Public Liability and Property Damage Liability Insurance, with the limits prescribed in (A) above; and (C) Railroad Protective Public Liability and Property Damage Liability Insurance with the limits prescribed in (A) above. A separate Railroad Protective policy shall name the Illinois Central Railroad Company and the National Railroad Passenger Corporation (AMTRAK) as the insured and shall include an endorsement in the form appearing in the Standard Provisions attached to and made a part of this indenture. The Grantee shall require each contractor to furnish to the Grantor the Railroad Protective policies and certificates evidencing the other insurance coverage required in this Section. The Railroad Protective policies and all insurance certificates shall be subject to the Grantor's approval before any work may be started on the Grantor's property by any contractor.

8. If the public use of the easement on the premises described in this indenture for the purposes expressed in it shall be abandoned or discontinued, or if the Grantee violates any provision of this indenture, the said easement shall thereupon cease and determine, and the Grantee shall surrender or cause to be surrendered to the Grantor, or its successors or assigns, the peaceable possession of the said described premises, and title to the said premises shall remain in the Grantor, or its successors or assigns, free and clear of all rights and claims of the Grantee and of the public for use and occupancy of the said premises. Full and complete title, ownership and use of Grantor's premises and of the portions thereof herein involved are reserved to Grantor, its successors or assigns, subject to the right, permission and authority herein expressly granted in this indenture. Upon termination of the easement for any reason, the Grantee shall restore the Grantor's premises to a like condition as at present, insofar as such restoration may in the opinion of the Grantor's duly authorized representative be practicable.

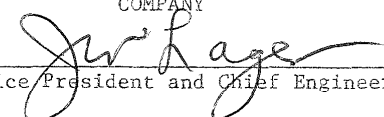
9. Subject to the provisions of the foregoing Section 8, this indenture and the conditions contained in it shall run with the land and be binding upon the respective grantees, licensees, lessees, successors and assigns of the parties.

IN WITNESS WHEREOF, the Grantor has caused this indenture to be signed and its corporate seal affixed by its proper duly authorized officers as of the 1st day of December, 19 81.

ATTEST:

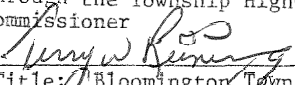
  
Secretary

ILLINOIS CENTRAL GULF RAILROAD  
COMPANY

BY   
Vice President and Chief Engineer

ACCEPTED:

Bloomington Township, COUNTY OF  
MCLEAN, ILLINOIS, acting by and  
through the Township Highway  
Commissioner

BY   
Title: Bloomington Township  
Highway Commissioner

Certified Resolution is required.

STATE OF ILLINOIS }  
COUNTY OF COOK } SS

I, WALTER F. BURT, a Notary Public in and for said  
County and State, hereby certify that J. W. LAGER,

~~VICE PRESIDENT AND CHIEF ENGINEER~~ of the aforesaid ILLINOIS CENTRAL  
GULF RAILROAD COMPANY, who is personally known to me, and known to be  
such ~~VICE PRESIDENT AND CHIEF ENGINEER~~ of said corporation, and the  
same person whose name is subscribed in the above instrument as such  
~~ICE PRESIDENT AND CHIEF ENGINEER~~ appeared before me this day in  
person in said State and County, and being by me duly sworn, did say  
that he was on the date of the execution of the said instrument  
~~ICE PRESIDENT AND CHIEF ENGINEER~~ of the said corporation, and that the seal  
affixed to said instrument is the corporate seal of said corporation,  
and that the said instrument was signed and sealed in behalf of said  
corporation by authority of its Board of Directors, and he acknowledged  
that he, being informed of the contents of the instrument as such  
~~ICE PRESIDENT AND CHIEF ENGINEER~~ signed, sealed and delivered the  
said instrument by signing the name of the corporation by himself  
as ~~ICE PRESIDENT AND CHIEF ENGINEER~~ as his own free and voluntary  
act as ~~ICE PRESIDENT AND CHIEF ENGINEER~~ and as the free and voluntary  
act and deed of the said corporation for the uses and purposes therein  
set forth. I further certify that the seal of said corporation as  
affixed to said instrument was attested and proven before me by  
J. B. GOODRICH, as Secretary of said corporation.

Given under my hand and seal of office in Chicago, Cook County,  
Illinois, this 7<sup>th</sup> day of DECEMBER, 1982.

Walter F. Burt  
Notary Public

My Commission Expires June 30, 1982.

**STANDARD PROVISIONS FOR GENERAL LIABILITY POLICIES**

**RAILROAD PROTECTIVE LIABILITY FORM  
(State or Federal Highway Projects)**

**Including Instructions for  
Preparation of Policies by Companies**

June 10, 1958

Revised May 1, 1966

Revised June 30, 1967

Revised September 29, 1967

## STANDARD PROVISIONS FOR GENERAL LIABILITY POLICIES

Railroad Protective Liability Form  
(State or Federal Highway Projects)

## GENERAL INSTRUCTIONS

## 1. Standard Language

This form is expressed in standard language which may not be amended and no part of which may be omitted except (a) as indicated by these instructions, or (b) as indicated in reference notes shown below referring to specific portions of the form, or (c) by an endorsement which states an amendment or exclusion of some provision of the form in accordance with the provisions of a manual rule, the form of which endorsement has been approved, if required, by the supervising authority of the state in which the policy is issued.

## 2. Optional Sequence and Arrangement

The several parts of the form, viz. "Insuring Agreements," "Exclusions," "Conditions" and "Declarations" may appear in the policy in such sequence as the company may elect and the sequence and arrangement of the several provisions of those parts are also optional with the company.

## 3. Descriptive Headings--Identifying or Indexing Designations

The descriptive headings of the parts of the form (as quoted above) and of the major insuring agreements ("Bodily Injury Liability," "Property Damage Liability," etc.) are standard expressions which may not be amended or omitted, but all other identifying or indexing designations (such as "Coverage A," "Defense, Settlement, Supplementary Payments," "Cancellation," etc.), including literal or numerical designations or paragraphs or phrases, may be amended or omitted at the company's option. When such identifying or indexing designations, used for the purpose of reference in the text of the form or any endorsement form applicable thereto, are amended or omitted, descriptive designations shall be substituted therefor.

## 4. Additional Coverages or Companies, Explanatory or Connective Language

When policies are issued to provide insurance in this form together with insurance covering other risks, the addition of necessary explanatory or connective language which does not amend the expression of this form is permissible and the introductory language of the "Insuring Agreements" which provides for the issuance of a policy by two companies may be used and, if necessary, paraphrased to permit such policies to be issued by more than two companies.

## 5. Declarations--Including Other Risks

A common set of declarations may be used in those cases where policies in this form are issued with policies covering other risks.

## \*6. Installment Premium Payment

Policies written to provide for payment of premium in installments may provide for lapse or suspension of the policy upon default of payment when due.

\*Not applicable in Texas

7. Addition of Coverage by Endorsement

When insuring agreements and other provisions relating to any particular class of insurance are added to this policy by endorsement, such additional insurance must be expressed in approved standard language relating to the particular class and must be subject to all standard provisions applicable to that class by the expressions of the endorsement or of the policy or of both taken together.

8. Definition of "Standard" and "Approved"

"Standard language" or "approved standard language" when used in these instructions means the form and endorsements either prescribed or approved by the insurance supervising authority of the state in which policy forms and endorsements are approved or prescribed. In those states where supervising authorities do not have the authority to approve or prescribe policies, forms and endorsements, the terms mean the forms and endorsements adopted by the companies for use in such states.

9. Premium Statement

The statement with respect to payment of premium may be amended by and endorsement to make necessary provision with respect to payment of premium, payment of additional premium and return of premium and dividends\* under the policy.

10. Special Conditions for Mutuals, Reciprocal and Participating Stock Companies

When the policy is issued by a mutual company, a reciprocal association or a participating stock company having special provisions applicable to its membership or policyholders, such provisions, when approved by the supervising authority of the state in which the policy is issued if such approval is required, may be inserted in the policy.

\*See General Instruction 10

REFERENCE NOTES

- 1--Matter in brackets may be included, omitted or amended at the option of the company.
- 2--The effective hour and date of the policy may be typed or printed in this space.
- 3--A statement may be added that a definite notation may be made in the premium column to show that a particular coverage is not afforded.
- 4--Name of company may be shown.
- 5--The capacity of the person countersigning may be stated.
- 6--Additional declarations of this type, calling for general information or information regarding installment payment of premium, may be used at the option of the company.
- 7--The name and location of the company are to be stated. The type of the company and the word used throughout the policy suitably to designate the company are to be stated.
- 8--The language of this paragraph is optional with the company.

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BLANK INDEMNITY COMPANY  
BLANK INSURANCE COMPANY

Railroad Protective Liability Policy No. \_\_\_\_\_  
(State of Federal Highway Projects)

DECLARATIONS

Item 1. Named Insured \_\_\_\_\_

Address \_\_\_\_\_

(No. \_\_\_\_\_ Street \_\_\_\_\_ Town / or City / 1 \_\_\_\_\_ County \_\_\_\_\_ State) \_\_\_\_\_

Item 2. Policy Period: From \_\_\_\_\_ (See Reference No. 2) \_\_\_\_\_ to \_\_\_\_\_  
12:01 A.M., standard time at the designated job site as stated herein.

Item 3. The insurance afforded is only with respect to such of the following coverages as are indicated in Item 6/1 by specific premium charge or charges. The limit of the company's liability against such coverage or coverages shall be as stated herein, subject to all the terms of this policy having reference thereto. (See Reference Note 3.)

Coverages	Limits of Liability
Blank Indemnity Company 4 A Bodily Injury Liability	\$ each person \$ each occurrence
Blank Insurance Company 4 B Property Damage Liability & C and Physical Damage to Property	\$ each occurrence \$ aggregate

Item 4. Name and Address of Contractor \_\_\_\_\_

Item 5. Name and Address of Governmental Authority for whom the work by the contractor is being performed \_\_\_\_\_

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Advance  
Premiums

Premium  
Bases

Rates

Coverage A Coverages B & C Coverage A Coverages B & C

Item 6. Designation of the Job Site and  
Description of Work

Per \$100 of Cost

Contract Cost

Per \$100 of Rental Cost

Rental Cost

If Policy Period more than one year:

Premium is payable: On effective date of Policy \$

1st Anniversary \$

2nd Anniversary \$

Date and Place of Issue

Countersigned [ ] 19 [ ] , at [ ]

1 by [ ]

(See Reference Note 5)

A. Renewal of policy number.

C. Endorsement serial numbers.

E. The named insured is a corporation.

D. Rating plan or premium discount.

Coverage C - Physical Damage to Property

To pay for direct and accidental loss of or damage to rolling stock and their contents, mechanical construction equipment, or motive power equipment, hereinafter called loss, arising out of acts or omissions at the designated job site which are related to or are in connection with the work described in Item 6 of the declarations; provided such property is owned by the named insured or is leased or entrusted to the named insured under a lease or trust agreement.

II. Definitions

- (a) Insured - The unqualified word "insured" includes the named insured and also includes any executive officer, director or stockholder thereof while acting within the scope of his duties as such.
- (b) Contractor - The word "contractor" means the contractor designated in Item 4 of the declarations and includes all subcontractors of said contractor but shall not include the named insured.
- (c) Designated employee of the insured - The words "designated employee of the insured" mean:
  - (1) any supervisory employee of the insured at the job site,
  - (2) any employee of the insured while operating, attached to or engaged on work trains or other railroad equipment at the job site which are assigned exclusively to the contractor, or
  - (3) any employee of the insured not within (1) or (2) who is specifically loaned or assigned to the work of the contractor for prevention of accidents or protection of property, the cost of whose services is borne specifically by the contractor or by governmental authority.
- (d) Contract - The word "contract" means any contract or agreement to carry a person or property for a consideration or any lease, trust or interchange contract or agreement respecting motive power, rolling stock or mechanical construction equipment.

III. Defense, Settlement, Supplementary Payments

With respect to such insurance as is afforded by this policy under coverages A and B, the company shall:

- (a) defend any suit against the insured alleging such bodily injury or property damage and seeking damages which are payable under the terms of this policy, even if any of the allegations of the suit are groundless, false or fraudulent; but the company may make such investigation and settlement of any claim or suit as it deems expedient;
- (b) pay, in addition to the applicable limits of liability:
  - (1) all expenses incurred by the company, all costs taxed against the insured in any such suit and all interest on the entire

amount of any judgment therein which accrues after entry of the judgment and before the company has paid or tendered or deposited in court that part of the judgment which does not exceed the limit of the company's liability thereon;

- (2) premiums on appeal bonds required in any such suit, premiums on bonds to release attachments for an amount not in excess of the applicable limit of liability of this policy, but without obligation to apply for or furnish any such bonds;
- (3) expenses incurred by the insured for such immediate medical and surgical relief to others as shall be imperative at the time of the occurrence;
- (4) all reasonable expenses, other than loss of earnings, incurred by the insured at the company's request.

#### IV. Policy Period, Territory

This policy applies only to occurrences and losses during the policy period and within the United States of America, its territories or possessions, or Canada.

#### EXCLUSIONS

This policy does not apply:

- (a) to liability assumed by the insured under any contract or agreement except a contract as defined herein;
- (b) to bodily injury or property damage caused intentionally by or at the direction of the insured;
- (c) to bodily injury, property damage or loss which occurs after notification to the named insured of the acceptance of the work by the governmental authority, other than bodily injury, property damage or loss resulting from the existence or removal of tools, uninstalled equipment and abandoned or unused materials;
- (d) under coverages A (i), B and C, to bodily injury, property damage or loss, the sole proximate cause of which is an act or omission of any insured other than acts or omissions of any designated employee of any insured;
- (e) under Coverage A, to any obligation for which the insured or any carrier as his insurer may be held liable under any workmen's compensation, unemployment compensation or disability benefits law, or under any similar law; provided that the Federal Employers' Liability Act, U. S. Code (1946) Title 45, Sections 51-60, as amended, shall for the purposes of this insurance be deemed not to be any similar law;
- (f) under coverage B, to injury to or destruction of property (i) owned by the named insured or (ii) leased or entrusted to the named insured under a lease or trust agreement.

(g)

1. Under any Liability Coverage, to injury, sickness, disease, death or destruction.
  - (a) with respect to which an insured under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or
  - (b) resulting from the hazardous properties of nuclear material and with respect to which (1) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (2) the insured is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.
2. Under any Medical Payments Coverage, or under any Supplementary-Payments provision relating to immediate medical or surgical relief, to expenses incurred with respect to bodily injury, sickness, disease or death resulting from the hazardous properties of nuclear material and arising out of the operation of a nuclear facility by any person or organization.
3. Under any Liability Coverage, to injury, sickness, disease, death or destruction resulting from the hazardous properties of nuclear material, if
  - (a) the nuclear material (1) is at any nuclear facility owned by, or operated by or on behalf of, an insured or (2) has been discharged or dispersed therefrom;
  - (b) the nuclear material is contained in spent fuel or waste at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an insured; or
  - (c) the injury, sickness, disease, death or destruction arises out of the furnishing by an insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any nuclear facility, but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (c) applies only to injury to or destruction of property at such nuclear facility.

4. As used in this exclusion:

"hazardous properties" include radioactive, toxic or explosive properties;

"nuclear material" means source material, special nuclear material or byproduct material;

"source material", "special nuclear material", and "byproduct material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof;

"spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a nuclear reactor;

"waste" means any waste material (1) containing byproduct material and (2) resulting from the operation by any person or organization of any nuclear facility included within the definition of nuclear facility under paragraph (a) or (b) thereof;

"nuclear facility" means

(a) any nuclear reactor

(b) any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium, (2) processing or utilizing spent fuel, or (3) handling, processing or packaging waste,

(c) any equipment or device used for the processing, fabricating or alloying of special nuclear material if at any time the total amount of such material in the custody of the insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235,

(d) any structure, basin, excavation, premises or place prepared or used for the storage or disposal of waste,

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations;

"nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material;

With respect to injury to or destruction of property, the work "injury" or destruction" includes all forms of radioactive contamination of property.

- (h) under Coverage C, to loss due to nuclear reaction, nuclear radiation or radioactive contamination, or to any act or condition incident to any of the foregoing.

## CONDITIONS

[The conditions, except conditions 3, 4, 5, 6, 7, 8, 9, 10, 11, and 12, apply to all coverages. Conditions 3, 4, 5, 6, 7, 8, 9, 10, 11, and 12 apply only to the coverage noted thereunder.]

1. Premium The premium bases and rates for the hazards described in the declarations are stated therein. Premium bases and rates for hazards not so described are those applicable in accordance with the manuals in use by the company.

The term "contract cost" means the total cost of all work described in Item 6 of the declarations.

The term "rental cost" means the total cost to the contractor for rental of work trains or other railroad equipment, including the remuneration of all employees of the insured while operating, attached to or engaged thereon.

The advance premium stated in the declarations is an estimated premium only. Upon termination of this policy the earned premium shall be computed in accordance with the company's rules, rates, rating plans, premiums and minimum premiums applicable to this insurance. If the earned premium thus computed exceeds the estimated advance premium paid, the company shall look to the contractor specified in the declarations for any such excess; if less, the company shall return to the said contractor the unearned portion paid.

In no event shall payment of premium be an obligation of the named insured.

2. Inspection The named insured shall make available to the company records of information relating to the subject matter of this insurance.

The company shall be permitted to inspect all operations in connection with the work described in Item 6 of the declarations.

3. Limits of Liability Coverage A The limit of bodily injury liability stated in the declarations as applicable to "each person" is the limit of the company's liability for all damages, including damages for care and loss of services, arising out of bodily injury sustained by one person as the result of any one occurrence; the limit of such liability stated in the declarations as applicable to "each occurrence" is, subject to the above provision respecting each person, the total limit of the company's liability for all such damage arising out of bodily injury sustained by two or more persons as the result of any one occurrence.

4. Limits of Liability Coverages B and C The limit of liability under coverages B and C stated in the declarations as applicable to "each occurrence" is the total limit of the company's liability for all damages and all loss under coverages B and C combined arising out of physical injury to, destruction or loss of all property of one or more persons or organizations, including the loss of use of any property due to such injury or destruction under coverage B, as the result of any one occurrence.

Subject to the above provision respecting "each occurrence," the limit of liability under coverages B and C stated in the declaration as "aggregate" is the total limit of the company's liability for all damages and all loss under coverages B and C combined arising out of physical injury to,

destruction or loss of property, including the loss of use of any property due to such injury or destruction under Coverage B.

Under Coverage C, the limit of the company's liability for loss shall not exceed the actual cash value of the property, or if the loss is of a part thereof the actual cash value of such part, at time of loss, nor what it would then cost to repair or replace the property or such part thereof with other of like kind and quality.

5. Severability of Interests The term "the insured" is used severally and Coverages A and B not collectively, but the inclusion herein of more than one insured shall not operate to increase the limits of the company's liability.

6. Notice In the event of an occurrence or loss, written notice containing particulars sufficient to identify the insured and also reasonably obtainable information with respect to the time, place and circumstances thereof, and the names and addresses of the injured and of available witnesses, shall be given by or for the insured to the company or any of its authorized agents as soon as practicable. If claim is made or suit is brought against the insured, he shall immediately forward to the company every demand, notice, summons or other process received by him or his representative.

7. Assistance and Cooperation of the Insured The insured shall cooperate with the company and, upon Coverages A and B the company's request, attend hearings and trials and assist in making settlements, securing and giving evidence, obtaining the attendance of witnesses and in the conduct of suits. The insured shall not, except at his own cost, voluntarily make any payment, assume any obligation or incur any expense other than for such immediate medical and surgical relief to others as shall be imperative at the time of accident.

8. Action Against Company No action shall lie against the company unless, Coverages A and B as a condition precedent thereto, the insured shall have fully complied with all the terms of this policy, nor until the amount of the insured's obligation to pay shall have been finally determined either by judgment against the insured after actual trial or by written agreement of the insured, the claimant and the company.

Any person or organization or the legal representative thereof who has secured such judgment or written agreement shall thereafter be entitled to recover under this policy to the extent of the insurance afforded by this policy. No person or organization shall have any right under this policy to join the company as a party to any action against the insured to determine the insured's liability. Bankruptcy or insolvency of the insured or of the insured's estate shall not relieve the company of any of its obligations hereunder.

Coverage C No action shall lie against the company unless, as a condition precedent thereto, there shall have been full compliance with all the terms of this policy nor until thirty days after proof of loss is filed and the amount of loss is determined as provided in this policy.

9. Insured's Duties in Event of Loss In the event of loss the insured shall: Coverage C

(a) protect the property, whether or not the loss is covered by this

policy, and any further loss due to the insured's failure to protect shall not be recoverable under this policy; reasonable expenses incurred in affording such protection shall be deemed incurred at the company's request;

- (b) file with the company, as soon as practicable after loss, his sworn proof of loss in such form and including such information as the company may reasonably require and shall, upon the company's request, exhibit the damaged property.

10. Appraisal If the insured and the company fail to agree as to the Coverage C amount of loss, either may, within 60 days after the proof of loss is filed, demand an appraisal of the loss. In such event the insured and the company shall each select a competent appraiser, and the appraisers shall select a competent and disinterested umpire. The appraisers shall state separately the actual cash value and the amount of loss and failing to agree shall submit their differences to the umpire. An award in writing of any two shall determine the amount of loss. The insured and the company shall each pay his chosen appraiser and shall bear equally the other expenses of the appraisal and umpire.

The company shall not be held to have waived any of its rights by any act relating to appraisal.

11. Payment of Loss The company may pay for the loss in money but there shall be no abandonment of the damaged property to the company.

12. No Benefit to Bailee The insurance afforded by this policy shall not enure directly or indirectly to the benefit of any carrier or bailee, other than the named insured, liable for loss to the property.

13. Subrogation In the event of any payment under this policy, the company shall be subrogated to all the insured's rights of recovery therefor against any person or organization and the insured shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The insured shall do nothing after loss to prejudice such rights.

14. Application of Insurance The insurance afforded by this policy is primary insurance.

15. Three Year Policy A policy period of three years is comprised of three consecutive annual periods. Computation and adjustment of earned premium shall be made at the end of each annual period. Aggregate limits of liability as stated in this policy shall apply separately to each annual period.

16. Changes Notice to any agent or knowledge possessed by any agent or by any other person shall not effect a waiver or a change in any part of this policy or estop the company from asserting any right under the terms of this policy; nor shall the terms of this policy be waived or changed, except by endorsement issued to form a part of this policy [signed by \_\_\_\_\_ (here insert titles of authorized company officials or representatives)]; provided, however changes may be made in the written portion of the declaration by \_\_\_\_\_ (here insert titles

f authorized company representatives) when initialed by such \_\_\_\_\_ (here insert titles of authorized company representatives) or by endorsement issued to form a part of this policy signed by such \_\_\_\_\_ (here insert titles of authorized company representatives) / 1.

17. Assignment Assignment of interest under this policy shall not bind the company until its consent is endorsed hereon.

18. Cancellation This policy may be canceled by the named insured by mailing to the company written notice stating when thereafter the cancellation shall be effective. This policy may be canceled by the company by mailing to the named insured, contractor and governmental authority at the respective addresses shown in this policy written notice stating when not less than thirty days thereafter such cancellation shall be effective. The mailing of notice as aforesaid shall be sufficient proof of notice. The effective date and hour of cancellation stated in the notice shall become the end of the policy period. Delivery of such written notice either by the named insured or by the company shall be equivalent to mailing.

If the named insured cancels, earned premium shall be computed in accordance with the customary short rate table and procedure. If the company cancels, earned premium shall be computed pro rata. Premium adjustment may be made either at the time cancellation is effected or as soon as practicable after cancellation becomes effective, but payment or tender of unearned premium is not a condition of cancellation.

19. Declarations By acceptance of this policy the named insured agrees that such statements in the declarations as are made by him are his agreements and representations, that this policy is issued in reliance upon the truth of such representations and that this policy embodies all agreements existing between himself and the company or any of its agents relating to this insurance.

(For policy issued by one company)

In witness whereof, the Blank Indemnity Company has caused this policy to be signed by its president and a secretary at \_\_\_\_\_, and countersigned on the declarations page by a duly authorized agent of the company. 10

(FACSIMILE OF SIGNATURE)  
Secretary

(FACSIMILE OF SIGNATURE)  
President

(For policy issued by two companies)

In witness whereof, the Blank Indemnity Company has caused this policy, with respect to coverages \_\_\_\_\_ and such other parts of the policy as are applicable thereto, to be signed by its president and a secretary at \_\_\_\_\_, and countersigned on the declarations page by a duly authorized agent of the company. 10

(FACSIMILE OF SIGNATURE)  
Secretary

(FACSIMILE OF SIGNATURE)  
President

In witness whereof, the Blank Insurance Company has caused this policy, with respect to coverages \_\_\_\_\_ and such other parts of the policy as are applicable thereto, to be signed by its president and a secretary at \_\_\_\_\_, and countersigned on the declarations page by a duly authorized agent of the company. 10

(FACSIMILE OF SIGNATURE)  
Secretary

(FACSIMILE OF SIGNATURE)  
President

STATE OF ILLINOIS

ILLINOIS COMMERCE COMMISSION

MCLEAN COUNTY :  
 and :  
 BLOOMINGTON TOWNSHIP :  
 :  
 -vs- : 81-0222  
 :  
 ILLINOIS CENTRAL GULF RAILROAD COMPANY; :  
 and STATE OF ILLINOIS, DEPARTMENT OF :  
 TRANSPORTATION, DIVISION OF HIGHWAYS :  
 :  
 Petition for reconstruction of Township :  
 Road 331 grade separation over the tracks :  
 of the Illinois Central Gulf Railroad in :  
 Bloomington Township, McLean County, :  
 Illinois. :

ORDER

By the Commission:

On March 25, 1981, McLean County and Bloomington Township ("Petitioners") filed the above-captioned petition with the Illinois Commerce Commission ("Commission"), therein naming as Respondents the Illinois Central Gulf Railroad Company ("ICG") and the State of Illinois, Department of Transportation, Division of Highways ("IDOT").

Pursuant to notice as required by law and the rules and regulations of the Commission, the matter was called for public hearing at the Commission's Springfield, Illinois, office before a duly authorized Hearing Examiner on May 6, 1981. Appearances were entered by an Assistant State's Attorney for McLean County, Illinois, on behalf of Petitioner McLean County, by the Highway Commissioner for Petitioner Bloomington Township in McLean County, Illinois, and by the Acting Chief Railroad Engineer for the Commission. No other appearances were entered. Petitioner presented oral and documentary evidence in support of the petition. At the close of the hearing, the record was marked "Held and Taken."

The Commission, after reviewing the entire record and being fully advised in the premises, is of the opinion and finds that:

- (1) Respondent ICG is a corporation engaged in the transportation of passengers and/or goods for hire in the State of Illinois, and as such, is a public utility within the meaning of the Illinois Public Utilities Act, as amended;
- (2) the Commission has jurisdiction over the parties and the subject matter in this proceeding;
- (3) Respondent ICG's double line main tracks extend in a general northeast-southwest direction through Bloomington Township, McLean County, Illinois. Bloomington Township Road 331, which is also known as "Cabintown Road," extends through said township in a general east-west direction. Said road approaches Respondent's tracks in a general northwest-southeast direction and crosses over said

- tracks by means of a grade separation consisting of a steel overpass structure with timber deck which is identified as Structure No. A0 128-8 (057-9904). Said structure is located in Section 18 of Bloomington Township just west of Interstate Highway 55 and the Bloomington, Illinois, city limits.
- (4) said existing overpass structure has been located at the present site since 1900; is 17.4 feet in width; will permit only single-lane traffic; and has maximum load ratings of 14 tons for 2 axle vehicles, 19 tons for 3 or 4 axle vehicles and 23 tons for 5 axle vehicles.
  - (5) said overpass structure provides the principal means of access to a developing area with increasing vehicular traffic, including state-wide traffic. A count conducted in 1978 reflected a daily traffic volume of 275 vehicles. Officials from Bloomington Township and McLean County estimate that the volume has at least doubled since 1978, and will increase to 3,500 vehicles per day by 1996. Present traffic includes trucks, buses and other heavy vehicles which exceed the load ratings of the current structure. Train traffic through the existing structure consists of six passenger trains as well as numerous freight trains travelling at varying speeds;
  - (6) in the instant petition, the Petitioners request that the Commission direct that a new concrete and steel overpass structure be constructed over the tracks of Respondent ICG at the same location as the existing structure and in replacement thereof. Preliminary plans for the proposed two pier, three span structure, were presented as Petitioners' Exhibit 5. Said plans show the vertical clearance above the top of rail and the horizontal clearance from center line of track to exceed the minimum requirements in the Commission's General Order No. 22, as amended;
  - (7) cost estimates submitted by Petitioners for construction of the proposed structure total \$325,000, and include \$25,000 for engineering, \$273,400 for construction, \$16,600 for relocation of signals governing train movements, \$6,000 for communication relocation, and \$4,000 for railroad flagmen protection during construction;
  - (8) Petitioners represent that funds of \$198,000 are available to Petitioners for the proposed project, including \$160,000 from the Federal Bridge Replacement Program, \$28,000 from the Township Bridge Matching Program, and \$10,000 from the McLean County Bridge Matching Program. Petitioners propose that Respondent IDOT be directed to pay one-third of the cost of the project from the Grade Crossing Protection Fund, and that \$20,000 be paid by Respondent ICG as its share of the cost. Petitioners further state that Bloomington Township will maintain the structure and realign the road approaching

it in order to remove a sharp "S" curve immediately west of the structure. Petitioners' Exhibit 1 is a letter from Respondent ICG concurring in Petitioners' proposal with respect to the railroad's contribution;

- (9) the evidence indicates that continued use of a grade separation rather than a grade level crossing is warranted because the tracks are in a cut and the grades approaching said tracks would be severe if a grade level crossing were constructed. Further, a motorist's view of trains approaching a grade crossing at said location would be limited;
- (10) construction of the proposed overpass structure is required by public convenience and necessity, and by public safety. Approval should be granted therefor as hereinafter set forth;
- (11) one-third of the cost of the proposed project should be paid by Respondent IDOT from the Grade Crossing Protection Fund in an amount not to exceed \$108,333, and Respondent ICG should be required to pay \$20,000. The acquisition of funding for the balance of the cost should be the responsibility of Petitioners. Maintenance of the proposed structure after completion thereof and realignment of the road approaching the structure should be the responsibility of Petitioner Bloomington Township;
- (12) Respondent ICG should be directed to post the load rating limits for the existing structure for the remainder of the time it is in use.

IT IS THEREFORE ORDERED by the Commission that Petitioners are hereby authorized and directed to construct a new overpass structure, as shown in a preliminary plan and elevation identified as Petitioners' Exhibit 5 and described hereinabove, over the tracks of Respondent ICG at the same location as an existing overpass structure, identified as Structure No. AO 128-8 (057-9904), in Section 18 of Bloomington Township in McLean County, Illinois, and in replacement thereof.

IT IS FURTHER ORDERED that the costs of the project herein approved shall be divided among the parties, federal funding and matching programs, and the Grade Crossing Protection Fund of the Motor Fuel Tax Law, in the manner prescribed in Finding Nos. 8 and 11 hereinabove.

IT IS FURTHER ORDERED that Petitioners shall, prior to the awarding of a contract for the construction of the proposed overpass structure, furnish to IDOT for its approval the required number of copies of the cost estimates and detailed plans for the project.

IT IS FURTHER ORDERED that Petitioners shall, at six (6) month intervals from the date of this Order, forward to the Chief Clerk of the Commission a detailed progress report for the project herein approved.

IT IS FURTHER ORDERED that in view of the use of Federal funding in the project herein approved, Petitioners or their contractors shall provide railroad liability insurance in accordance with Volume 6, Chapter 6, Section 2, Subsection 1 of the Federal Aid Highway Program Manual, and shall provide railroad flagmen protection during construction in accordance with the provisions of said manual, and that all other applicable provisions of said manual shall be complied with in performance of the project herein approved.

IT IS FURTHER ORDERED that the project herein approved shall be completed within two years from the date of this Order.

IT IS FURTHER ORDERED that Petitioners shall, within five (5) days after completion of the project herein approved, provide written notice thereof to the Chief Clerk of the Commission.

IT IS FURTHER ORDERED that Respondent ICG shall, within thirty (30) days of the date of this Order, post the load rating limits for the existing structure as set out in Finding No. 4 hereinabove.

By order of the Commission this 8th day of July, 1981.

(SIGNED) MICHAEL V. HASTEN

Chairman

(S E A L)

## SPECIAL PROVISIONS

### RELATIVE TO FLAGGING AND OTHER PROTECTION OF RAILROAD TRAFFIC DURING THE CONSTRUCTION OF OVERHEAD BRIDGE ALONG, ON, OVER OR ACROSS THE PROPERTY OR TRACKS OF THE ILLINOIS CENTRAL GULF RAILROAD COMPANY

The Contractor shall before entering upon the property of the Railroad for performance of any construction work, or work preparatory thereto, secure permission from the Superintendent of the Railroad Company for the occupancy and use of the Railroad's property and shall confer with the Railroad relative to requirements for railroad clearances, operation and general safety regulations.

The Contractor shall, at all times, conduct his work in a manner satisfactory to the Superintendent of the Railroad Company, or his authorized representative, and shall exercise care so as to not damage the property of the Railroad Company or to interfere with the operations of the Railroad.

The Superintendent of the Railroad Company, or his authorized representative, will, at all times, have jurisdiction over the safety of railroad operation, and the decision of the Superintendent or his authorized representative as to procedures which may affect the safety of railroad operation shall be final, and the Contractor must be governed by such decision.

Should any damage occur to railroad property as a result of the Contractor's unauthorized or negligent operations and the Railroad Company deems it necessary to repair such damage or perform any work for the protection of its property, the required materials, labor and equipment shall be furnished by the Railroad Company, and the Contractor shall reimburse the Railroad Company for costs incurred.

If the Contractor requires the construction of a temporary grade crossing across the tracks of the Railroad for use during the construction of the improvement, the Contractor shall make the necessary arrangements with the Railroad for the construction, protection, and later removal of such temporary grade crossing. The cost of such temporary grade crossing construction, protection, maintenance and later removal shall be reimbursed to the Railroad on the basis of the Railroad's bills, to be rendered monthly.

The Contractor shall at no time cross the Railroad's property or tracks with vehicles or equipment of any kind or character, except at such temporary grade crossing as may be constructed as outlined herein, or at an existing and open public grade crossing.

Any flagging protection or watchman service required by the Railroad for the safety or railway operations because of work being performed

by the Contractor or in connection therewith, will be provided by the Railroad and the cost thereof shall be reimbursed to the Railroad on the basis of Railroad's bills, to be rendered monthly. The Contractor must include in his unit prices bid, sufficient money to cover the cost of such protection. The requirements of the Railroad are as follows:

The services of two (2) watchmen or flagmen will be required during the excavation, placing and removal of cofferdams or sheeting, driving of foundation piling and placing of the concrete footings for piers adjacent to the track, driving of pile bents adjacent to the track, construction and removal of any falsework, bracing or forms over or adjacent to the track, construction of the permanent structure over and adjacent the track., transporting material or equipment across the track, any construction operations involving direct interference with the Railroad's tracks or traffic, fouling of railroad operating clearances, or resonable probability of accidental hazard to railroad traffic. If an existing bridge or other structure is to be removed, the services of two (2) watchmen or flagmen will be required during the removal of that portion of the existing structure immediately over or adjacent to any track. Flagmen will also be furnished whenever, in the opinion of the Railroad's Superintendent, such protection is needed.

The rate of pay for the Railroad employees will be the prevailing Railroad hourly rate for an eight (8) hour day for the class of men during the regularly assigned hours, overtime in accordance with Labor Agreements and Schedules and Railroad's standard additives, all as in effect at the time the work is performed.

Wage rates are subject to change, at any time, by law or by agreement between the Railroad and employees, and may be retroactive as a result of negotiations or a ruling of an authorized Governmental Agency. If the wage rates are changed, the Contractor shall pay on the basis of the new rates.

The Contractor will be required to reimburse, monthly, the Railroad for the costs of all services performed by the Railroad Company for the Contractor, and furnish the State, County, City or other owner satisfactory evidence that the Railroad has acknowledged receipt of same before final settlement.

In order that the Railroad Company may be prepared to furnish protective services, the Contractor shall notify the Railroad Company 36 hours in advance when the protective services are required.

During the construction of the footings or piers or other supports or structures adjacent to any track of the Railroad, the Contractor shall make adequate provisions against sliding, shifting, sinking, or in any way disturbing the railroad embankment and track adjacent to said piers, supports or structures due to his construction operations, by driving temporary sheeting, in a manner satisfactory to the Engineer and Railroad Engineer.

Before commencing work on any pier or structure adjacent to any track, the Contractor shall submit prints of the proposed sheeting and bracing details for the protection of the Railroad Company's track to the Engineer for his approval. This submittal shall include the proposed method of installation and be accompanied by supporting data, including design computations, logs of soil borings and other pertinent information.

After approval by the Engineer, four prints of the proposed sheeting and bracing details bearing the seal of a registered structural or professional engineer, registered in the state where the bridge will be located, together with supporting documents, shall be forwarded to the Railroad Engineer for review and approval.

The Contractor shall notify the Railroad Engineer (in writing) not less than seven (7) days in advance of the proposed time of the beginning of the construction of the piers, supports or structures adjacent to the track.

The following temporary clearances are the minimum which must be maintained at all times during the construction operations:

Vertical: 21'-6" above top of highest rail

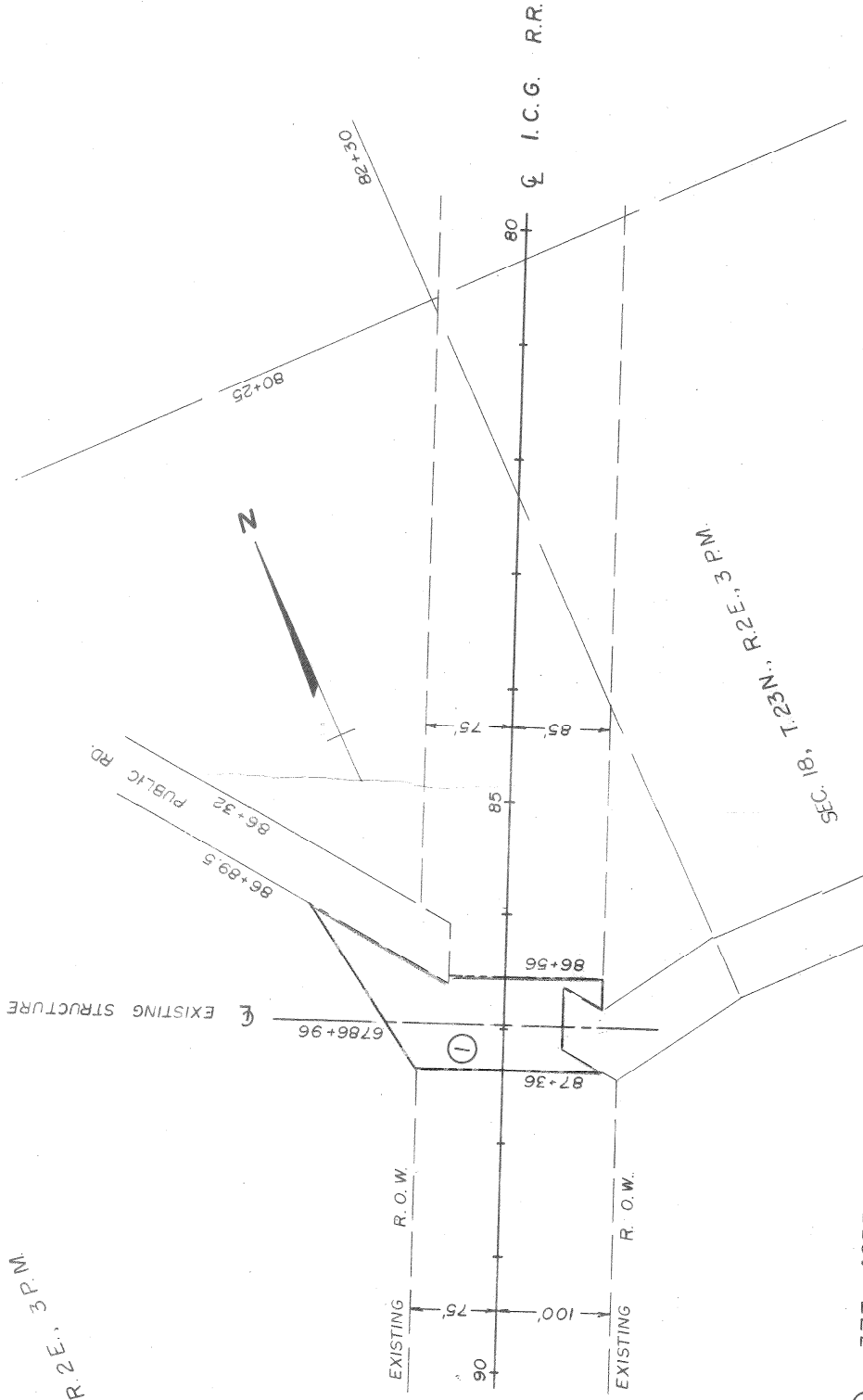
Horizontal: 8'-6" from centerline of the nearest track,  
measured at right angles thereto

If lesser clearances than the above are required for any part of the work, the Contractor shall secure written authorization from the Chief Engineer of the Railroad Company for such lesser clearances in advance of the start of work of that portion of the project along, on, over or across the property or tracks of the Railroad.

The Contractor shall not store any materials, supplies or equipment closer than 15'-0" from the centerline of any railroad track, measured at right angles thereto.

The Contractor will be required, upon completion of the work to remove from within the limits of the property of the Railroad, all machinery, equipment, surplus materials, falsework, rubbish or temporary buildings of said Contractor, and to leave said property in a neat condition satisfactory to the Superintendent of the Railroad Company or his authorized representative.

SEC. 18, T. 23 N., R. 2 E., 3 P.M.

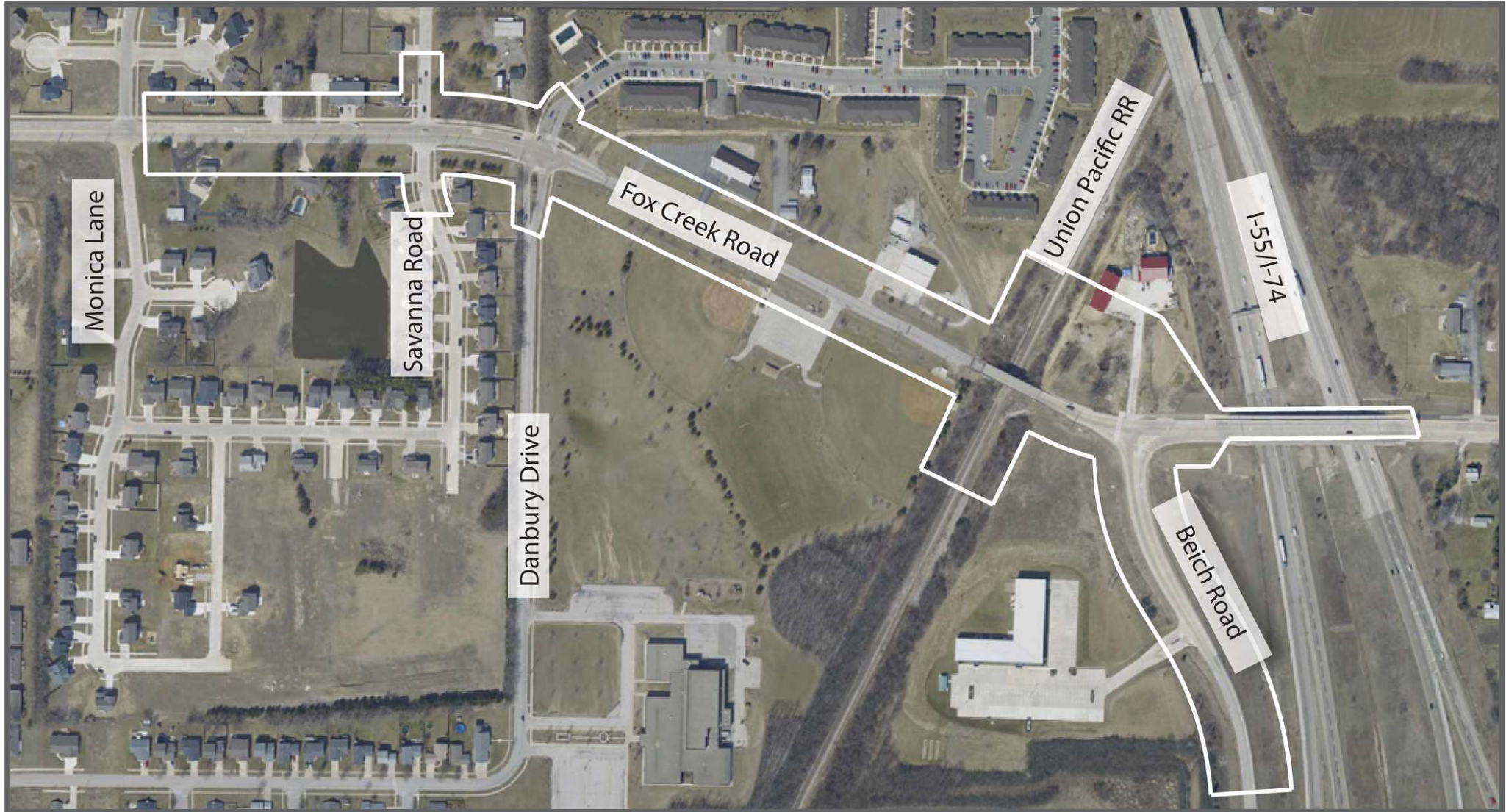


① .377 ACRES

ILLINOIS CENTRAL GULF RAILROAD COMPANY



# Fox Creek Road & Bridge Improvements





**CONSENT AGENDA ITEM NO. 7.S.**

**FOR COUNCIL:** April 28, 2025

**WARD IMPACTED:** City-Wide Impact

**SUBJECT:** Consideration and Action on a Resolution Authorizing the Approval of the Proposal from Farnsworth Group for the Police Department HVAC Improvements Design, in an Amount Not to Exceed \$98,390, as requested by the Public Works Department and the Police Department.

**RECOMMENDED MOTION:** The proposed Resolution be approved.

**STRATEGIC PLAN LINK:**

- Goal 1. Financially Sound City Providing Quality Basic Services
- Goal 2. Upgrade City Infrastructure and Facilities
- Goal 5. Great Place - Livable, Sustainable City

**STRATEGIC PLAN SIGNIFICANCE:**

- Objective 1d. City services delivered in the most cost-effective, efficient manner
- Objective 2d. Well-designed, well maintained City facilities emphasizing productivity and customer service
- Objective 5a. Well-planned City with necessary services and infrastructure

**BACKGROUND:** If approved, the City will accept a proposal from Farnsworth Group to design improvements to the Police Department's heating, ventilation, and air conditioning ("HVAC") system.

The Police Station is nearly 25 years old, and, as regulations and statutes have evolved over the past few decades, the City has made modifications to the building layout, operational systems, and other systems. These changes have significantly impacted the building's HVAC systems, which are original to the building's construction. The system is still functional, but some components are severely deteriorated and could fail. In addition, the system doesn't maintain temperatures throughout the building or adequately handle high humidity conditions.

A mechanical engineering assessment of the building was completed by Farnsworth Group and the deficiencies discovered are summarized in the attached assessment report, which also includes recommended improvements, are attached. The attached proposal from Farnsworth includes mechanical engineering design of recommended improvements which will address the wide temperature variations and high humidity conditions throughout the building.

Through Request for Qualifications ("RFQ") 2022-25 (Resolution No. 2022-13), Council approved a list of prequalified vendors for Architectural and Engineering Services. RFQ 2022-25 established 10 categories of professional services and identified qualified vendors to provide services in each category by project cost. For each category, small projects cost less than \$50,000, and large projects cost \$50,000 or more. City staff reviewed the six selected

firms under the Architectural (Large) category, which is the key service for the project as described above, and determined Farnsworth to be the most qualified firm to do the work that best meets the City's needs. Based on Farnsworth's selection under RFQ 2022-25 and their experience with this facility, they were asked to submit a proposal to design the improvements to the Police Department's HVAC system. 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:** Farnsworth Group

**FINANCIAL IMPACT:** This is a FY 2025 Budget Item. If approved, the City will enter into an agreement with the Farnsworth Group in an amount not to exceed \$98,390. This will be paid out of the Capital Improvement Fund-Architectural & Engineering Services for Capital account (40100100-70051). The overall evaluation and improvement recommendations, design, and construction project are included in the FY 2025 Budget at \$550,000. Stakeholders can locate this in the FY 2025 Budget Book titled "Other Funds & Capital Improvement" on pages 77, 81, 224, 243, 261, and 262. If approved, a budget transfer will be processed to move \$98,390 from the Capital Improvement Fund-Buildings account (40100100-72520) to the Capital Improvement Fund-Architectural & Engineering Services for Capital account (40100100-70051) to pay for the design.

Respectfully submitted for consideration.

Prepared by: Russ Waller, Facility Manager

**ATTACHMENTS:**

[PD 2B Resolution](#)

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

[PD 2D Assessment Report](#)

**RESOLUTION NO. 2025 - \_\_\_\_**

**A RESOLUTION AUTHORIZING THE APPROVAL OF THE PROPOSAL FROM FARNSWORTH GROUP FOR POLICE DEPARTMENT HVAC IMPROVEMENTS DESIGN, IN THE AMOUNT NOT TO EXCEED \$98,390**

**WHEREAS**, subject to the provisions of the City Code, City staff are recommending the approval of the proposal (Exhibit A) from Farnsworth Group be approved for Police Department Heating, Ventilation, and Air Conditioning (“HVAC”) Improvements Design (PROJECT), in the amount not to exceed \$98,390; and

**WHEREAS**, the PROJECT consists of work necessary to design and recommend improvements to the Police Department's HVAC system; and

**WHEREAS**, the PROJECT includes mechanical engineering design of recommended improvements to HVAC system, which will address the wide temperature variations and high humidity conditions throughout the building; and

**WHEREAS**, the Police Station is nearly 25 years old, and, as regulations and statutes have evolved over the past few decades, the City has made modifications to the building layout, operational systems, and other systems; and

**WHEREAS**, these changes have significantly impacted the building's HVAC systems, which are original to the building's construction, and the system doesn't adequately control temperatures or handle high humidity conditions; and

**WHEREAS**, the completed mechanical engineering assessment of the system has identified deficiencies with the current HVAC system; and

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

**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 Proposal, and any other necessary documents.

**PASSED** this 28th day of April 2025.

**APPROVED** this \_\_\_\_ day of April 2025.

**CITY OF BLOOMINGTON**

**ATTEST**

\_\_\_\_\_  
Mboka Mwilambwe, Mayor

\_\_\_\_\_  
Leslie Smith-Yocum, City Clerk

## EXHIBIT A



PROJECT SERVICES PROPOSAL

# Bloomington Police HVAC Modifications

City of Bloomington

April 16, 2025

April 16, 2025

Russ Waller  
Facility Manager  
City of Bloomington

RE: Project Services Proposal for Bloomington Police HVAC Modifications

Dear Russ:

Farnsworth Group, Inc. (“Farnsworth Group”) is pleased to present this Project Services Proposal to City of Bloomington (“Client”) to provide design services for the Bloomington Police HVAC Modifications project located in Bloomington, Illinois. We have prepared this Project Services Proposal to match the scope of the work as we understand it, identified as follows:

## PROJECT OVERVIEW /

Our understanding of the project is based on the following documents:

- HVAC Assessment Report prepared by Farnsworth Group dated April 14, 2025 describing PRIORITY recommendations to address deficiencies identified within the document. The PRIORITY recommendations are as follows:
  - Re-commission and/or replacement of primary HVAC components (hot water distribution pumps, relief air fans, and exhaust fans EF-9 and EF-10)
  - Construction of Conditioned Vestibules at lower level 2 elevator openings
  - Reduction of outdoor air quantities to meet 2018 International Mechanical Code
  - Enhancements to current ventilation strategy and control sequences

## SCOPE OF PROFESSIONAL SERVICES /

### SCOPE OF WORK

Farnsworth Group’s scope of work includes a full-service approach within the parameters set by the scope identified within this proposal. We have included Architectural, Electrical, and Mechanical design services, as well as necessary interface with the Client and review agencies.

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

#### General Services

- Execute design of PRIORITY recommendations described within the Bloomington Police HVAC Assessment dated April 14, 2025.
- Creation of documents (drawings and specifications) appropriate for bidding, permitting, and construction signed by a licensed professional of the State of Illinois.
- Bid Phase Services include:

- Attending Pre-bid Meeting
- Reviewing and responding to Bidder questions
- Preparation of Addenda
- o Construction Phase Services include:
  - Participation in pre-construction meeting
  - Response to City of Bloomington review comments
  - Review of product and materials submittals
  - Review of contractor pay applications
  - Respond to contractor Requests for Information (RFI)
  - Up to (3) site visits for construction observation
  - (1) Punchlist review and documentation

### Architecture

- o Review and verify existing conditions at the elevators located on Lower Level II of the parking deck.
- o Develop a model of existing conditions of the Lower Level and other areas necessary to support MEP work.
- o Develop floor plan, reflected ceiling plan, sections, elevations, details for recommended improvements at the elevators located on Lower Level II of the parking deck, including:
  - Adding insulation to the exposed elevator shaft walls
  - Adding an aluminum storefront vestibule at the elevator locations.
- o Prepare Div. 00, 01, and architectural technical specifications, in book format.

### Mechanical

- o Field documentation of HVAC components and systems impacted by the proposed scope of work. These include piping arrangements, ductwork routing, and physical location of primary HVAC components.
- o Verification of heating hot water distribution and design flow rates for the purpose of sizing replacement distribution pumps.
- o Design of Demand Control Ventilation (DCV) control sequence and components allowing modulation of outdoor air quantities at AHU-1 and AHU-2 to closely match occupant population.
- o Selection and specification of variable speed relief air fans along with control sequence tracking relief air volume to outdoor air intake volume minus direct exhaust thus maintaining appropriate building pressure.
- o Selection and specification of replacement exhaust fans EF-9 and EF-10.
- o Design of system adjustments increasing HVAC system performance based on reduction of outdoor air volume in response to the 2018 International Mechanical Code.
- o Design and specification of a ductless split air-source heat pump system serving each of the two proposed lower level 2 elevator lobbies.
- o Design of an approximate 400-gallon chilled water buffer tank installed within the mechanical room to prevent excessive cycling of the chiller compressors. This item will be identified as an **Alternate Bid** and assumes existing structure is adequate to support an additional load of approximately 3,400 lbs. (confirmation during design).
- o Prepare division 23 technical specifications.

## Electrical

- o Field documentation of available electrical sources to accomplish proposed scope of work
- o Design of power connections to new or replacement equipment
- o Design of lighting and controls serving two proposed lower level 2 elevator vestibules
- o Prepare division 26 technical specifications

## DELIVERABLES

The scope of work includes the deliverables described as follows:

1. 50% complete documents in PDF format for review and comment by City of Bloomington stakeholders.
2. 90% complete documents in PDF format for review and comment by City of Bloomington stakeholders.
3. 100% complete bidding documents in PDF format.

## MAIN POINT OF CONTACT /

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

## PROFESSIONAL FEES /

Farnsworth Group proposes to provide the services described on a fixed fee basis of **\$98,390 (ninety-eight thousand, three hundred and ninety dollars)**.

## PROJECT TIMELINE /

We estimate the design scope of work described could take as many as 7 weeks to complete upon notice to proceed and are happy to negotiate a schedule for completion which is mutually agreeable.

## ASSUMPTIONS AND CLARIFICATIONS /

- Design activities beyond the listed scope of services are not included in this proposal
- Distribution of bidding documents by the City of Bloomington via OpenGov

## CLIENT RESPONSIBILITIES /

The following services or items are required to be provided by Client allowing Farnsworth to complete the scope of services outlined above.

- Designate a representative (or team of representatives) to discuss goals, assist in the decision-making process, and provide access to the building and site.

AGREEMENT /

FARNSWORTH GROUP, INC.

  
\_\_\_\_\_  
Signature

Dustin Rhoades  
\_\_\_\_\_  
Typed Name

Senior Engineering Manager  
\_\_\_\_\_  
Title

April 16, 2025  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Signature

Tim Kiefer  
\_\_\_\_\_  
Typed Name

Principal  
\_\_\_\_\_  
Title

April 16, 2025  
\_\_\_\_\_

CITY OF BLOOMINGTON

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Typed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date



**Date:** April 16, 2025  
**Client:** City of Bloomington, Illinois  
**Project:** Bloomington Police HVAC Modifications

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

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

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

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

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

**Invoices:** Client will pay Farnsworth Group the fees set forth in the Agreement (the "Fees"). Charges for services will be billed at least as frequently as monthly, and at the completion of Project. Farnsworth Group understands that Client is tax exempt, and as such shall not be responsible for the payment of any tax or surcharge imposed by the government or passed through by Farnsworth Group, and that proof of such exemption shall be provided upon receipt. Payment of invoices shall not be subject to any discounts or set-offs by Client unless agreed to in writing by Farnsworth Group. Invoices are delinquent if payment has not been received within forty-five (45) days from date of invoice. Amounts outstanding more than forty-five (45) days will accrue interest at the rate of 1.5% per month

(compounded), or if lower, the maximum rate permitted by applicable law. Should a past due amount exceed sixty (60) days, Farnsworth Group shall have the right to suspend all Services, without liability of any kind to Client, until full payment is received. All time spent and expenses incurred (including attorney's fees) in connection with collection of any delinquent amount will be paid by Client to Farnsworth Group per Farnsworth Group's then current Schedule of Charges. Client will reimburse Farnsworth Group at the rate of cost plus 10% for reasonable meals and travel expenses incurred in connection with travel requested by Client outside the metropolitan area in which the individual employee or contractor of Farnsworth Group normally works.

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

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

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

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

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

With a copy to:  
City of Bloomington  
Attn: Legal Department  
115 E. Washington St., Suite 103  
Bloomington, IL 61701  
E-mail: legal@cityblm.org

If to Farnsworth Group:  
Farnsworth Group, Inc.  
Attn: Robert C. Kohlhasse  
2709 McGraw Drive  
Bloomington, IL 61704  
E-mail: rkohlhasse@F-W.com

With a copy (which will not constitute notice) to:  
Farnsworth Group, Inc.  
Attn: Michael Redington  
2709 McGraw Drive  
Bloomington, IL 61704  
E-mail: mredington@F-W.com

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

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

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

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

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

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

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

**Reuse of Documents:** All documents including reports, drawings, specifications, and electronic media prepared by Farnsworth Group and/or any subconsultant pursuant to the Agreement are instruments of its services for use solely with respect to this Project. Farnsworth Group and/or any subconsultant shall be deemed the authors and owners of their respective instruments of service and shall retain all common law, statutory and other reserved rights, including copyrights. They are not intended or represented to be suitable for reuse by Client or others on extensions of the Project or on any other project. Any reuse without specific written verification or adaptation by Farnsworth Group will be at Client's sole risk, and without liability to Farnsworth Group, and Client shall indemnify and hold harmless Farnsworth Group or any subconsultant from all claims, damages, losses and expenses including court costs and attorney's fees arising out of or resulting therefrom. Any such verification or adaptation will entitle Farnsworth Group to further compensation at rates to be agreed upon by Client and Farnsworth Group. Nothing herein, however, shall limit the Client's right to use the documents for municipal purpose, including but not limited to the Client's right to use the document in an unencumbered manner for purposes of remediation, remodeling and/or construction.

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

**Third Party Beneficiaries:** Nothing contained in the Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either Client or Farnsworth Group, except as expressly provided herein. Farnsworth Group's services under the Agreement are being performed solely for Client's benefit, and no other party or entity shall have any claim against Farnsworth Group because of the Agreement; or the performance or nonperformance of services hereunder; or reliance upon any report or document prepared hereunder. Neither Farnsworth Group nor Client shall have any obligation to indemnify each other from third party claims, except as expressly provided herein.

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

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

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

**Electronic Files Transfer.**

(a) Farnsworth Group may prepare electronic files which contain machine-readable information or certain information for a project ("Project Files"). Client may

request Project Files to facilitate Client's understanding of the project. The Parties recognize that the Project Files are subject to alteration, either intentionally or unintentionally, due to, among other causes, transmission, conversion, media degradation, software error or human error. The Parties further understand that the transfer of Project Files from the system and format used by Farnsworth Group to an alternate system or format cannot be accomplished without the introduction of anomalies and/or errors.

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

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

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

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

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

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

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

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

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

**Discovery of Unanticipated Hazardous Substances or Pollutants:** Hazardous substances are those so defined by prevailing Federal, State, or Local laws. Pollutants mean any solid, liquid, gaseous, or thermal irritant or contaminant including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Hazardous substances or pollutants may exist at a site where they would not reasonably be expected to be present. Client and Farnsworth Group and/or any subconsultant agree that the discovery of unanticipated hazardous substances or pollutants constitutes a "changed condition" mandating a renegotiation of the scope of services or termination of services. Client and Farnsworth Group and/or any subconsultant also agree that the discovery of unanticipated hazardous substances or pollutants will make it necessary for Farnsworth Group and/or any subconsultant to take immediate measures to protect human health and safety, and/or the environment. Farnsworth Group and/or any subconsultant agree to notify Client as soon as possible if unanticipated known or suspected hazardous substances or pollutants are encountered. Client encourages Farnsworth Group and/or any subconsultant to take any and all measures that in Farnsworth Group's

and/or any subconsultant's professional opinion are justified to preserve and protect the health and safety of Farnsworth Group's and/or any subconsultant's personnel and the public, and/or the environment, and Client agrees to compensate Farnsworth Group and/or any subconsultant for the additional cost of such reasonable measures. In addition, Client waives any claim against Farnsworth Group and/or any subconsultant, and agrees to indemnify and hold Farnsworth Group and/or any subconsultant harmless from any claim or liability for injury or loss arising from the presence of unanticipated known or suspected hazardous substances or pollutants. Client also agrees to compensate Farnsworth Group and/or any subconsultant for any time spent and expenses incurred by Farnsworth Group and/or any subconsultant in defense of any such claim, with such compensation to be based upon Farnsworth Group's and/or any subconsultant's prevailing fee schedule and expense reimbursement policy. Further, Client recognizes that Farnsworth Group and/or any subconsultant has neither responsibility nor liability for the removal, handling, transportation, or disposal of asbestos containing materials, nor will Farnsworth Group and/or any subconsultant act as one who owns or operates an asbestos demolition or renovation activity, as defined in regulations under the Clean Air Act.

**Job Site:** Client agrees that services performed by Farnsworth Group and/or any subconsultant during construction will be limited to providing observation of the progress of the work and to address questions by Client's representative concerning conformance with the Contract Documents. This activity is not to be interpreted as an inspection service, a construction supervision service, or guaranteeing the construction contractor's or construction subconsultant's performance. Farnsworth Group and/or any subconsultant will not be responsible for construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs. Farnsworth Group and/or any subconsultant will not be responsible for construction contractor's or construction subconsultant's obligation to carry out the work according to the Contract Documents. Farnsworth Group and/or any subconsultant will not be considered an agent of Client and will not have authority to direct construction contractor's or construction subconsultant's work or to stop work.

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

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

**Environmental Site Assessments:** No Environmental Site Assessment can wholly eliminate uncertainty regarding the potential for Recognized Environmental Conditions in connection with a Subject Property. Performance of an Environmental Site Assessment is intended to reduce, but not eliminate, uncertainty regarding potential for Recognized Environmental Conditions in connection with a Subject Property. In order to conduct the Environmental Site Assessment, information will

be obtained and reviewed from outside sources, potentially including, but not limited to, interview questionnaires, database searches, and historical records. Farnsworth Group is not responsible for the quality, accuracy, and content of information from these sources. Any non-scope items provided in the Phase I Environmental Site Assessment Report are provided at the discretion of the environmental professional for the benefit of Client. Inclusion of any non-scope finding(s) does not imply a review of any other non-scope items with the Environmental Site Assessment investigation or report. The Environmental Site Assessment report is prepared for the sole and exclusive use of Client. Farnsworth Group does not intend, without its written consent, for the Phase I Environmental Site Assessment Report to be disseminated to anyone beside Client, or to be used or relied upon by anyone beside Client. Use of the report by any other person or entity is unauthorized and such use is at their sole risk.

**Consequential Damages:** Notwithstanding any other provision of the Agreement, and to the fullest extent permitted by law, neither Client nor Farnsworth Group, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for incidental, indirect, or consequential damages arising out of or connected in any way to the Project or Services performed under this Agreement. This mutual waiver of consequential damages shall include, but not be limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation and any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict and implied warranty. Both Client and Farnsworth Group shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in Project.

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

**General Insurance and Limitation:** Farnsworth Group is covered by commercial general liability insurance, automobile liability insurance and workers compensation insurance in a limit amount not less than one million dollars (\$1,000,000.00) per occurrence. Certificates of all insurance shall be provided to Client prior to the commencement of work under this Agreement. Within the limits and conditions of such insurance, Farnsworth Group agrees to indemnify and hold Client harmless from any loss, damage or liability arising directly from any negligent act by Farnsworth Group. Farnsworth Group shall not be responsible for any loss, damage or liability beyond the amounts, limits and conditions of such insurance. Farnsworth Group shall not be responsible for any loss, damage or liability arising from any act by Client, its agents, staff, other consultants, independent contractors, third parties or others working on the Project over which Farnsworth Group has no supervision or control. Notwithstanding the foregoing agreement to indemnify and hold harmless, the parties agree that Farnsworth Group has no duty to defend Client from and against any claims, causes of action or proceedings of any kind. Further, Client shall be named as an additional insured on all such insurance policies, excluding workers compensation.

**Professional Liability Insurance and Limitation:** Farnsworth Group is covered by professional liability insurance for its professional acts, errors and omissions, with limits which Farnsworth Group considers reasonable; however, in no case be less than two million dollars (\$2,000,000.00) per claim. Certificates of insurance shall be provided to Client prior to the commencement of work under this Agreement. Within the limits and conditions of such insurance, Farnsworth Group agrees to indemnify and hold Client harmless from loss, damage or liability arising from errors or omissions by Farnsworth Group that exceed the industry standard of care for the services provided. Farnsworth Group shall not be responsible for any loss, damage or liability beyond the amounts, limits and conditions of such insurance. Farnsworth Group shall not be responsible for any loss, damage or liability arising from any act, error or omission by Client, its agents, staff, other consultants, independent contractors, third parties or others working on the Project over which Farnsworth Group has no supervision or control. Notwithstanding the foregoing agreement to indemnify and hold harmless, the parties agree that Farnsworth Group has no duty to defend Client from and against any claims,

causes of action or proceedings of any kind.

**ADDITIONAL LIMITATION:** IN RECOGNITION OF THE RELATIVE RISKS AND BENEFITS OF THE PROJECT TO BOTH CLIENT AND FARNSWORTH GROUP, THE RISKS HAVE BEEN ALLOCATED SUCH THAT CLIENT AGREES THAT FOR THE COMPENSATION HEREIN PROVIDED, FARNSWORTH GROUP CANNOT EXPOSE ITSELF TO DAMAGES DISPROPORTIONATE TO THE NATURE AND SCOPE OF FARNSWORTH GROUP'S SERVICES OR THE COMPENSATION PAYABLE TO IT HEREUNDER. THEREFORE, TO THE MAXIMUM EXTENT PERMITTED BY LAW, CLIENT AGREES THAT THE LIABILITY OF FARNSWORTH GROUP TO CLIENT FOR ANY AND ALL CAUSES OF ACTION, INCLUDING, WITHOUT LIMITATION, CONTRIBUTION, ASSERTED BY CLIENT AND ARISING OUT OF OR RELATED TO THE NEGLIGENCE ACTS, ERRORS OR OMISSIONS OF FARNSWORTH GROUP IN PERFORMING PROFESSIONAL SERVICES SHALL BE LIMITED TO THE AVAILABLE LIMITS OF FARNSWORTH GROUP'S APPLICABLE INSURANCE COVERAGE ("LIMITATION"). CLIENT HEREBY WAIVES AND RELEASES (I) ALL PRESENT AND FUTURE CLAIMS AGAINST FARNSWORTH GROUP, OTHER THAN THOSE DESCRIBED IN THE PREVIOUS SENTENCE, AND (II) ANY LIABILITY OF FARNSWORTH GROUP IN EXCESS OF THE LIMITATION. IN CONSIDERATION OF THE PROMISES CONTAINED HEREIN AND FOR OTHER SEPARATE, VALUABLE CONSIDERATION, THE RECEIPT AND SUFFICIENCY OF WHICH ARE HEREBY ACKNOWLEDGED, CLIENT ACKNOWLEDGES AND AGREES THAT (I) BUT FOR THE LIMITATION, FARNSWORTH GROUP WOULD NOT HAVE PERFORMED THE SERVICES, (II) CLIENT HAS HAD THE OPPORTUNITY TO NEGOTIATE THE TERMS OF THE LIMITATION AS PART OF AN "ARMS-LENGTH" TRANSACTION, (III) THE LIMITATION AMOUNT MAY BE LESS THAN THE AMOUNT OF PROFESSIONAL LIABILITY INSURANCE REQUIRED OF FARNSWORTH GROUP UNDER THE AGREEMENT, (IV) THE LIMITATION IS MERELY A LIMITATION OF, AND NOT AN EXCULPATION FROM, FARNSWORTH GROUP'S LIABILITY AND DOES NOT IN ANY WAY OBLIGATE CLIENT TO DEFEND, INDEMNIFY OR HOLD HARMLESS FARNSWORTH GROUP, (V) THE LIMITATION IS AN AGREED REMEDY, AND (VI) THE LIMITATION AMOUNT IS NEITHER NOMINAL NOR A DISINCENTIVE TO FARNSWORTH GROUP PERFORMING THE SERVICES IN ACCORDANCE WITH THE STANDARD OF CARE.

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

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

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

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

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

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



# ASSESSMENT

## Bloomington Police Department HVAC

April 14, 2025

2709 McGraw Drive / Bloomington, IL 61704  
o / 309.663.8435

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**Exhibits**

- Exhibit A:** Baseline Testing Report conducted by BPI Testing, LLC
- Exhibit B:** Heat Loss/Gain Calculation reports

**City of Bloomington Contact:** Russel Waller  
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The City of Bloomington engaged Farnsworth Group to assess current Heating, Ventilating, and Air Conditioning (HVAC) equipment and strategies pertaining to the Bloomington Police Department. A meeting with City of Bloomington facilities staff and stakeholders was conducted on-site to identify project goals and share known deficiencies with the present HVAC systems. The meeting was immediately followed by a tour of the facility to observe first-hand the equipment and challenges associated with replacement.

Farnsworth Group evaluated viable strategies to achieve the City's stated objectives and developed recommendations along with opinion of probable construction cost pertaining to those recommendations.

The recommended course of action for the Bloomington Police Station are as follows:

*Note that material costs are extremely volatile at the time of this report due to uncertainty surrounding tariffs on imported goods.*

### PRIORITY

- **Recommission Primary HVAC Components**  
Opinion of probable construction cost: \$300,000
- **Construction of Conditioned Vestibules at Lower level 2 Elevator Openings**  
Opinion of probable construction cost: \$137,000
- **Reduce Outdoor Air Ventilation Quantities**  
Opinion of Probable Construction Cost: \$15,500

### Selective Enhancements

- Supplemental Cooling within 911 Dispatch  
Opinion of Probable Construction Cost: \$59,500
- Chilled Water Buffer Tank  
Opinion of Probable Construction Cost: \$24,750
- High Efficiency Condensing Boilers  
Opinion of Probable Construction Cost: \$175,000
- Variable Volume Hot Water Distribution  
Opinion of Probable Construction Cost: \$122,500

This assessment of the Bloomington Police Department HVAC system focuses on evaluation of current heating, cooling, and ventilation strategies employed within the facility. Elements of the evaluation include, but not limited to:

- Building heat loss/gain calculations for the purpose of determining appropriate capacity of heating and cooling apparatus.
- Field testing and measurement of key HVAC components establishing current “baseline” operating conditions.
- Evaluate current fresh air (outdoor air) quantity, operation, and filtration strategy.
- Evaluate conditions contributing to elevated humidity levels throughout the building.
- Evaluate present HVAC operational control strategies.
- Identification of viable measures to address deficiencies, diminish operational costs, and reduce energy consumption.

City of Bloomington representatives have stated objectives relating to HVAC system upgrades which include correcting known deficiencies associated with the operation and maintenance of present equipment, and improved energy performance.

The Bloomington Police Station is under the jurisdiction of the City of Bloomington and significant modifications to the HVAC system need to comply with the International Mechanical Code (IMC) 2018, and Illinois Energy Conservation Code (IECC) 2021.

A meeting to discuss operational, maintenance, and performance concerns was conducted onsite June 25, 2024. The meeting included a tour of the facility and first-hand observation of the current HVAC installations.

The City of Bloomington has provided Farnsworth Group with architectural, structural, mechanical, and electrical drawings from which the facility was constructed in 1997.

## Current HVAC System Description

Constructed in 1997, the facility's infrastructure remains original to the building. There have of course been renovations in several locations to address the Police Department's operational needs and mechanical components have been replaced or updated as necessary.

The Heating, Ventilating, and Air Conditioning (HVAC) strategy employed is commonly referred to as "VAV Reheat. Simply stated, variable air volume (VAV) air-handling units provide year around discharge air temperature of 55 degrees to the numerous thermostatic zones created by VAV air terminal boxes which are equipped with hot water heating (reheat) coils. This strategy allows interior zones of the building to be "cooled" while perimeter zones, which are subject to greater heat loss, can temper the supply air temperature via the associated VAV terminal's reheat coil. Both interior and perimeter zone VAV air terminals also possess the ability to modulate supply air quantity to the zone served preventing excessive cooling or heating resulting in greater comfort control.

The air conditioning strategy employs water as the cooling medium. As designed, an air-cooled chiller located on the roof provides 42°F water to the cooling coils of the facility's primary air-handling units housed with the second floor mechanical room. Chilled water is circulated through air-handling unit coils and the chiller by means of two chilled water circulating pumps in a duty-standby arrangement (100% redundancy). The chilled water loop is a constant volume piping arrangement.

Heating hot water is generated by four 80% efficient gas-fired boilers housed in the second floor mechanical room. Hot water is circulated through air-handling unit coils, VAV terminal box coils, finned tube radiation, and unit heaters by means of two heating hot water circulating pumps in a duty-standby arrangement (100% redundancy). The heating hot water circuit is a constant volume piping arrangement.

HVAC system components are as follows:

- **AHU-1:** Central station air-handling unit equipped with variable speed blower, chilled water cooling coil, hot water heating coil, and full economizer (free-cooling). 16,000 CFM supply air (4,500 CFM minimum outdoor air), 240.2 MBH heating, 473.5 MBH cooling.
- **AHU-2:** Central station air-handling unit equipped with variable speed blower, chilled water cooling coil, hot water heating coil, and full economizer (free-cooling). 15,500 CFM supply air (3,200 CFM minimum outdoor air), 190.7 MBH heating, 393.5 MBH cooling.
- **RF-1:** Relief air fan associated with AHU-1, 11,500 CFM.
- **RF-2:** Relief air fan associated with AHU-2, 12,300 CFM.
- **CH-1:** Air-Cooled chiller, 113 ton nominal capacity. EWT 52, LWT 42, (25% glycol solution).
- **B1-A, B, C, and D:** Gas-fired hot water boilers. 80% efficient, 1,160 MBH each, EWT 180, LWT 200.
- **P-1 and P-2:** Hot water end-suction secondary distribution pumps. 130 GPM each.
- **P-3 and P-4:** Chilled water circulating pumps. 261 GPM each.
- **CP-1:** In-line circulating pump serving AHU-1 heating coil. 16 GPM.
- **CP-2:** In-line circulating pump serving AHU-2 heating coil. 12.7 GPM.

- **Variable Volume air terminals:** Total of 49 terminals equipped with hot water reheat coils. EAT 55, 57.5 total GPM.
- **Unit Heaters:** Total of 20 hot water unit heaters, total 23 GPM.
- **Finned Tube Radiation:** Total of 159 feet of perimeter hot water radiation. Total 11.3 MBH, total 1.13 GPM.
- **Exhaust Fans:** EF-1 through 4 serve Lower Level 2 mechanical spaces, total 685 CFM. EF-5 through 8 serve parking garages, total 62,570 CFM, EF-9 thru 12 provide general building exhaust totaling 9,060 CFM. EF-13 serves mechanical room, 2,620 CFM.

- |                           |                          |                                   |
|---------------------------|--------------------------|-----------------------------------|
| ① Air-Handling Unit AHU-1 | ① Exhaust Fan EF-9       | ① Hot Water Pumps P-1 and P-2     |
| ② Air-Handling Unit AHU-2 | ② Exhaust Fan EF-13      | ② Air-Cooled Chiller CH-1         |
| ③ Relief Fan RF-1         | ③ Boilers B1-A thru B1-D | ③ Chilled Water Pumps P-3 and P-4 |
| ④ Relief Fan RF-2         |                          |                                   |

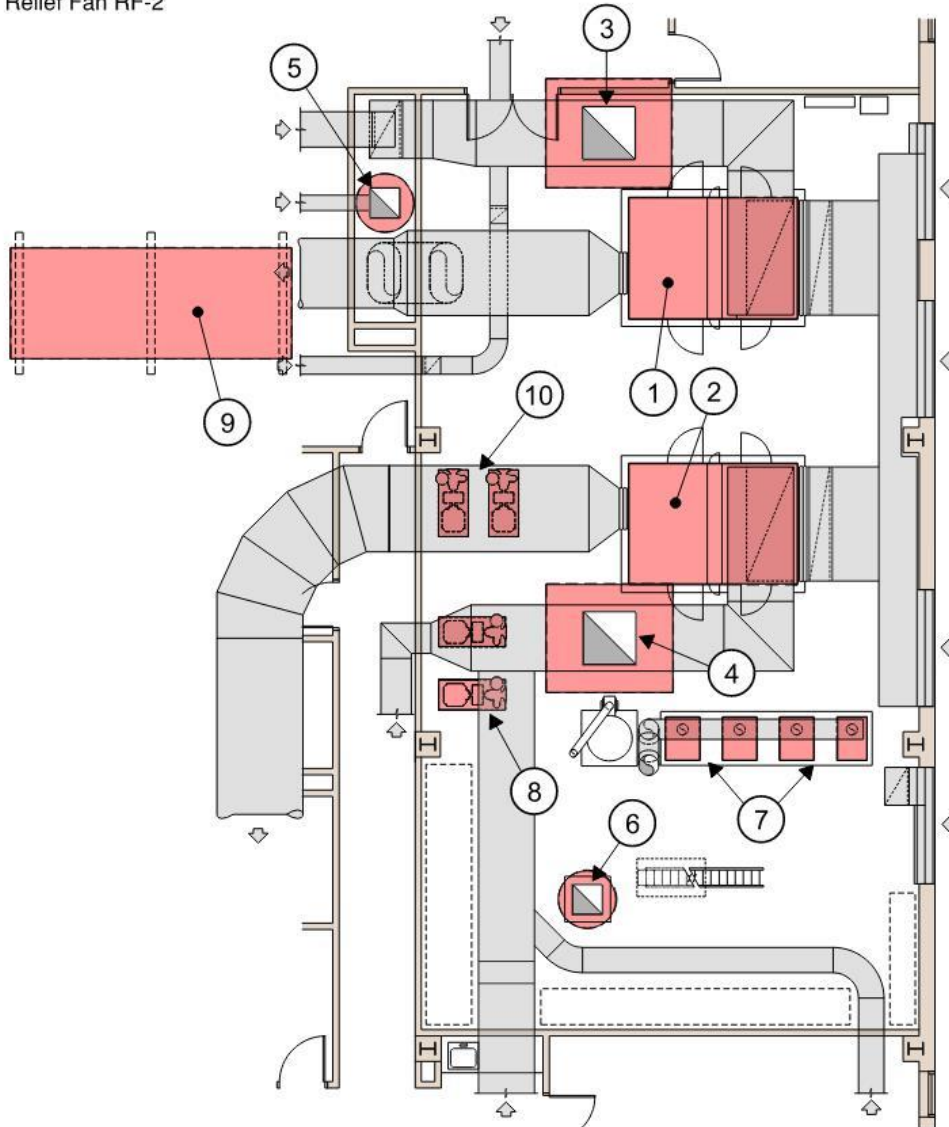


Figure 1 - Existing Mechanical Room Configuration



Figure 2 – Lower Level 1 VAV Air Terminal Zones

# Denotes VAV Terminal Mark



Figure 3 - First Floor VAV Air Terminal Zones

# Denotes VAV Terminal Mark

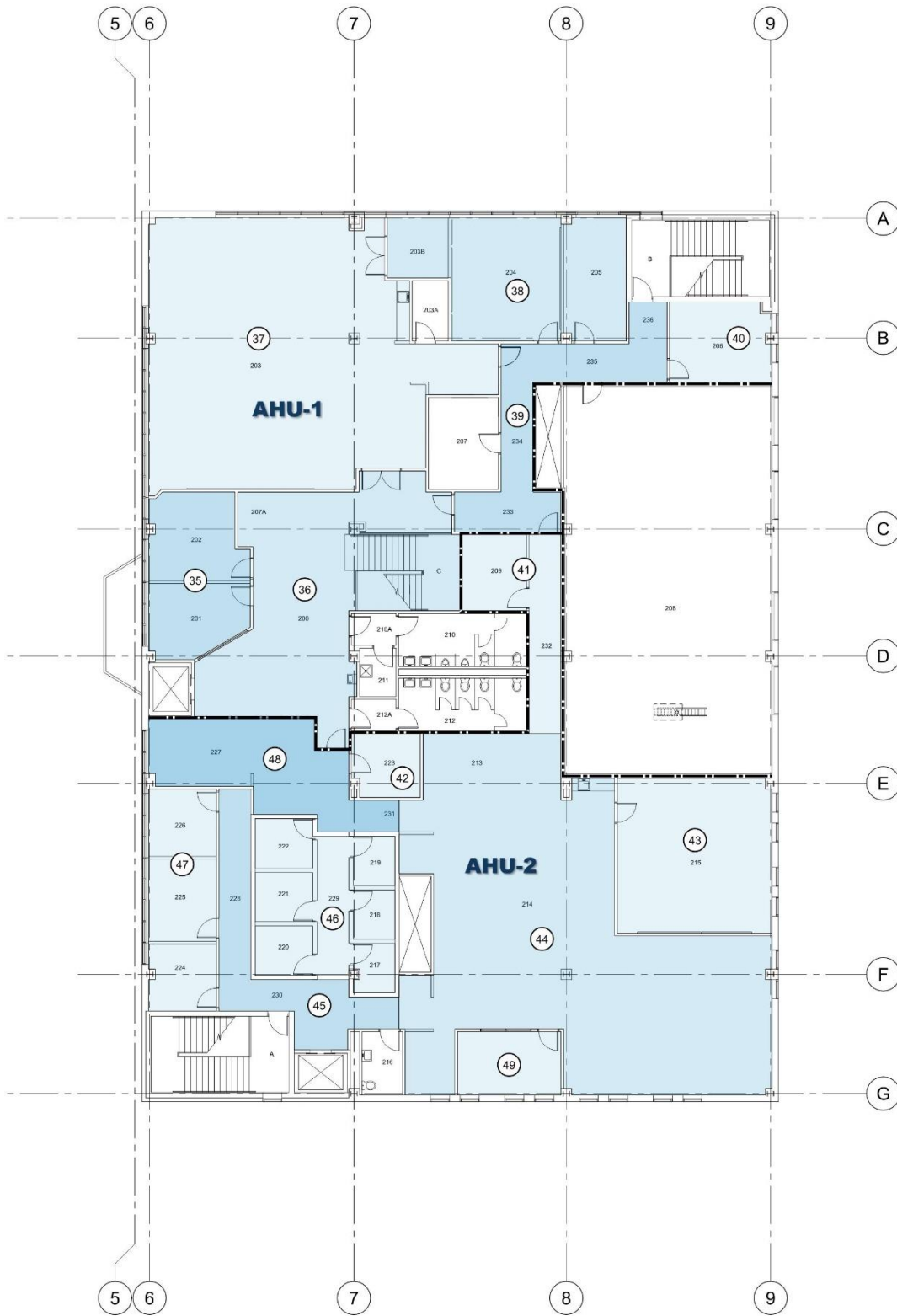


Figure 4 - Second Floor VAV Air Terminal Zones

# Denotes VAV Terminal Mark

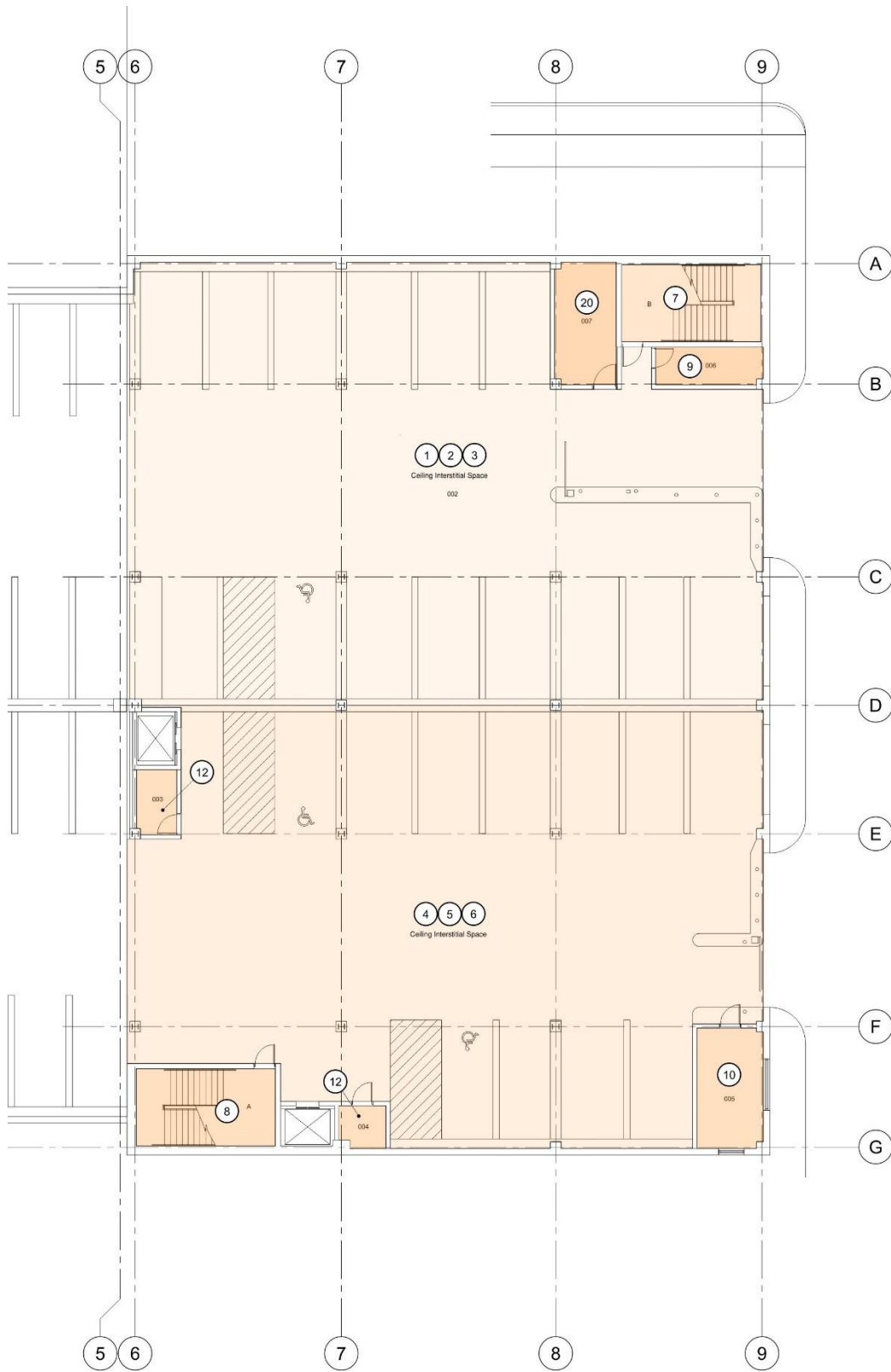


Figure 5 - Lower Level 2 Unit Heater and Finned Radiation Zones

# Denotes Unit Heater Mark

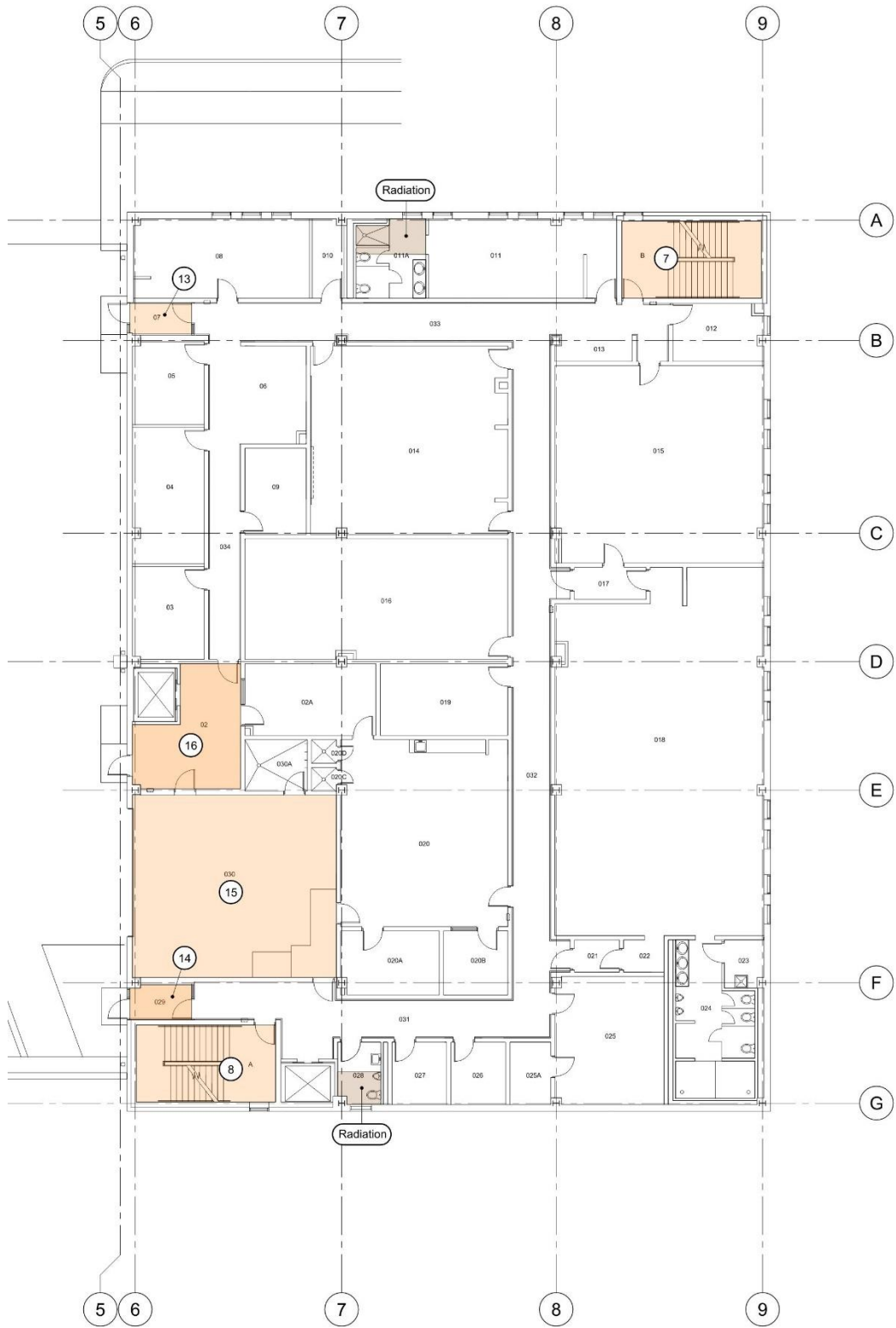


Figure 6 - Lower Level 1 Unit Heater and Finned Radiation Zones

# Denotes Unit Heater Mark

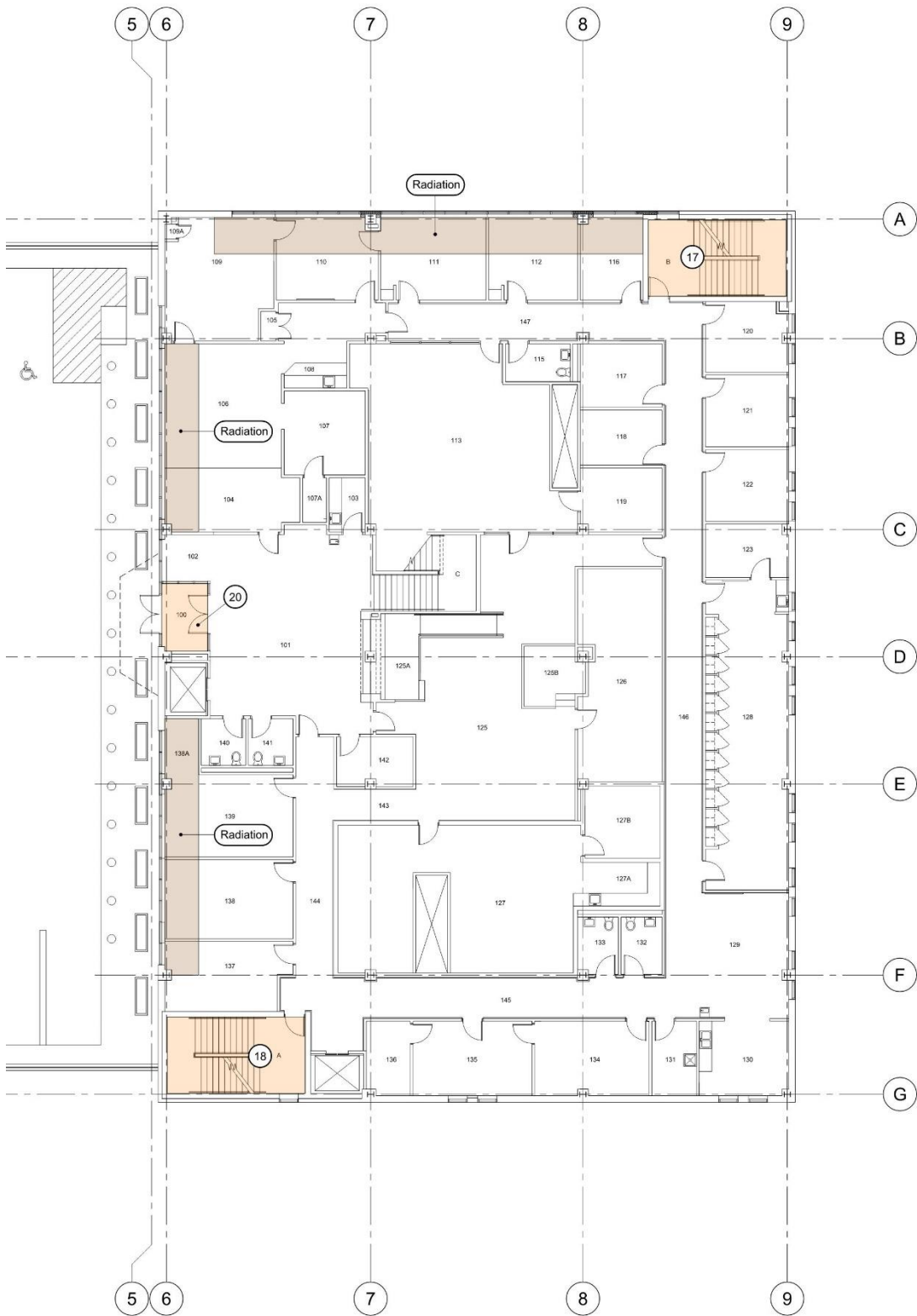


Figure 7 - First Floor Unit Heater and Finned Radiation Zones

# Denotes Unit Heater Mark

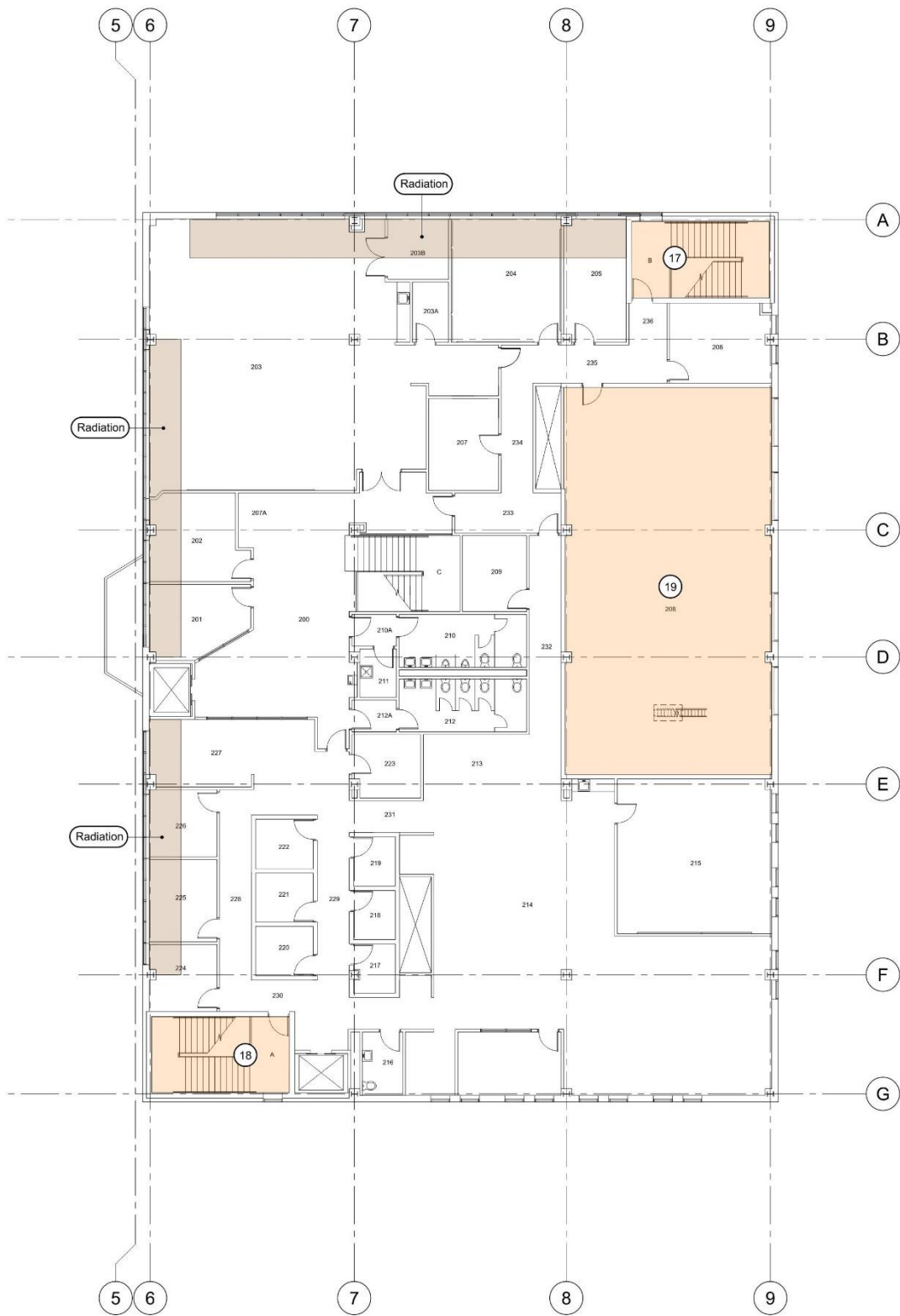


Figure 8 - Second Floor Unit Heater and Finned Radiation Zones

# Denotes Unit Heater Mark

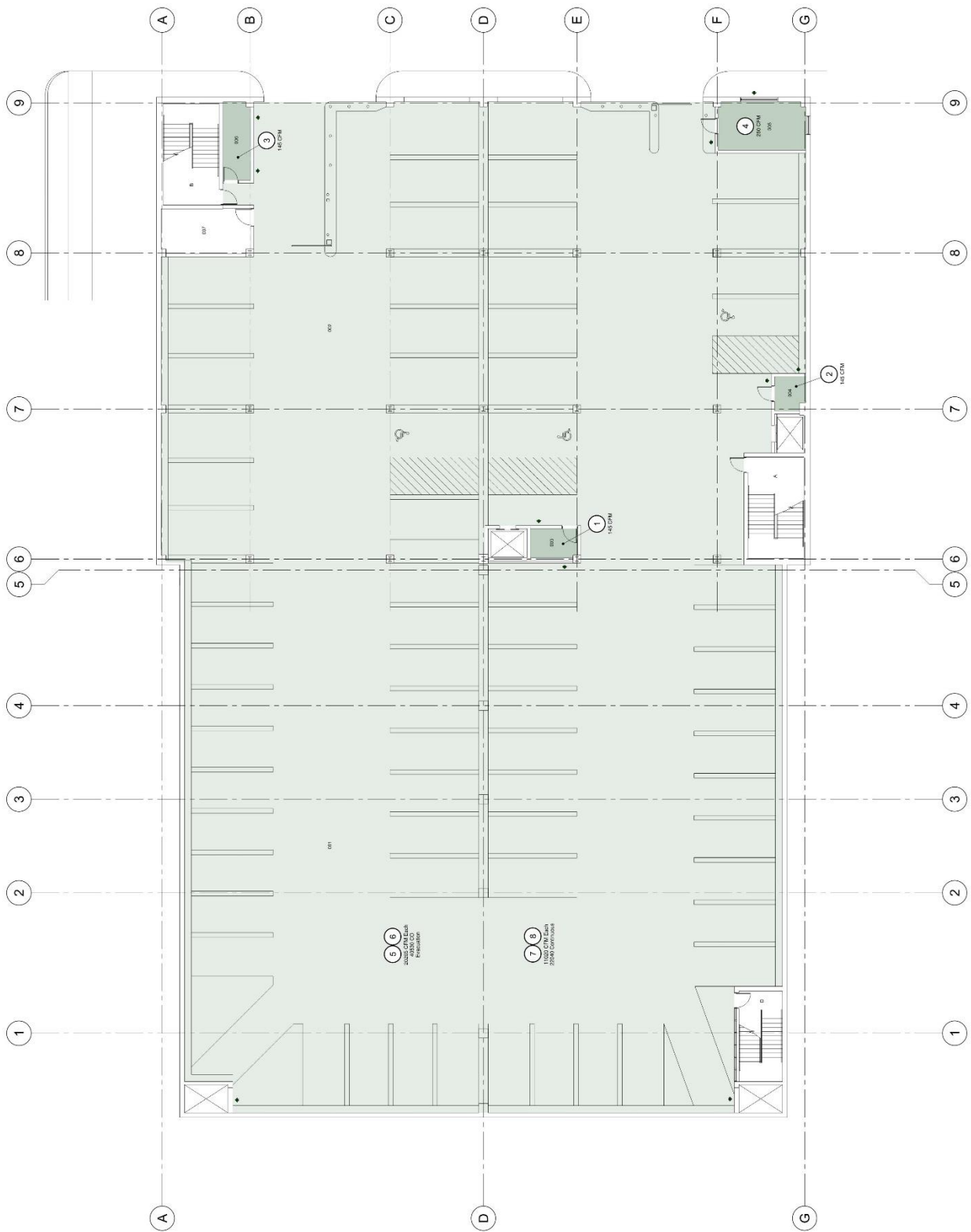


Figure 9 - Lower Level 2 Exhaust Zones

# Denotes Exhaust Fan Mark

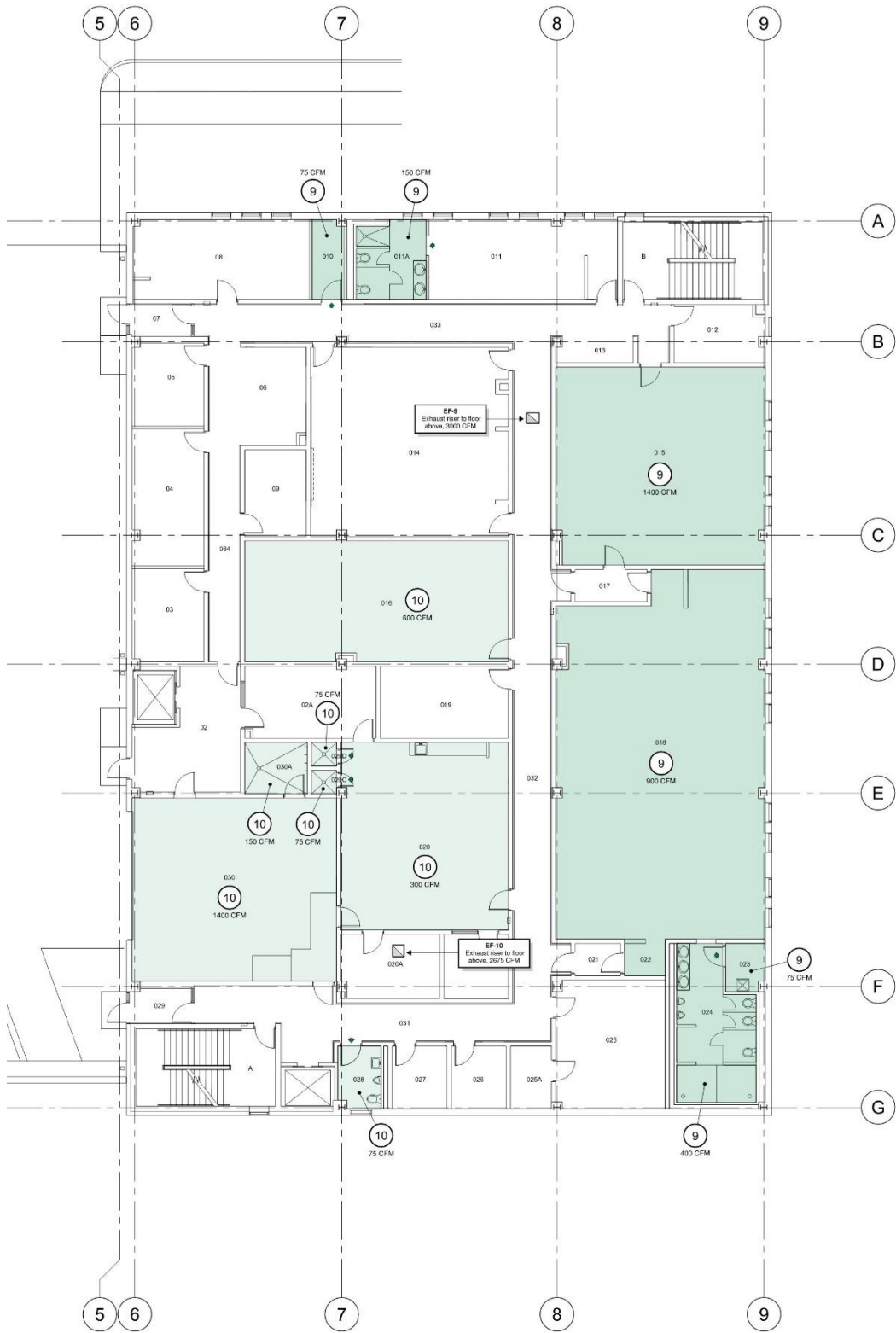


Figure 10 - Lower Level 1 Exhaust Zones

# Denotes Exhaust Fan Mark

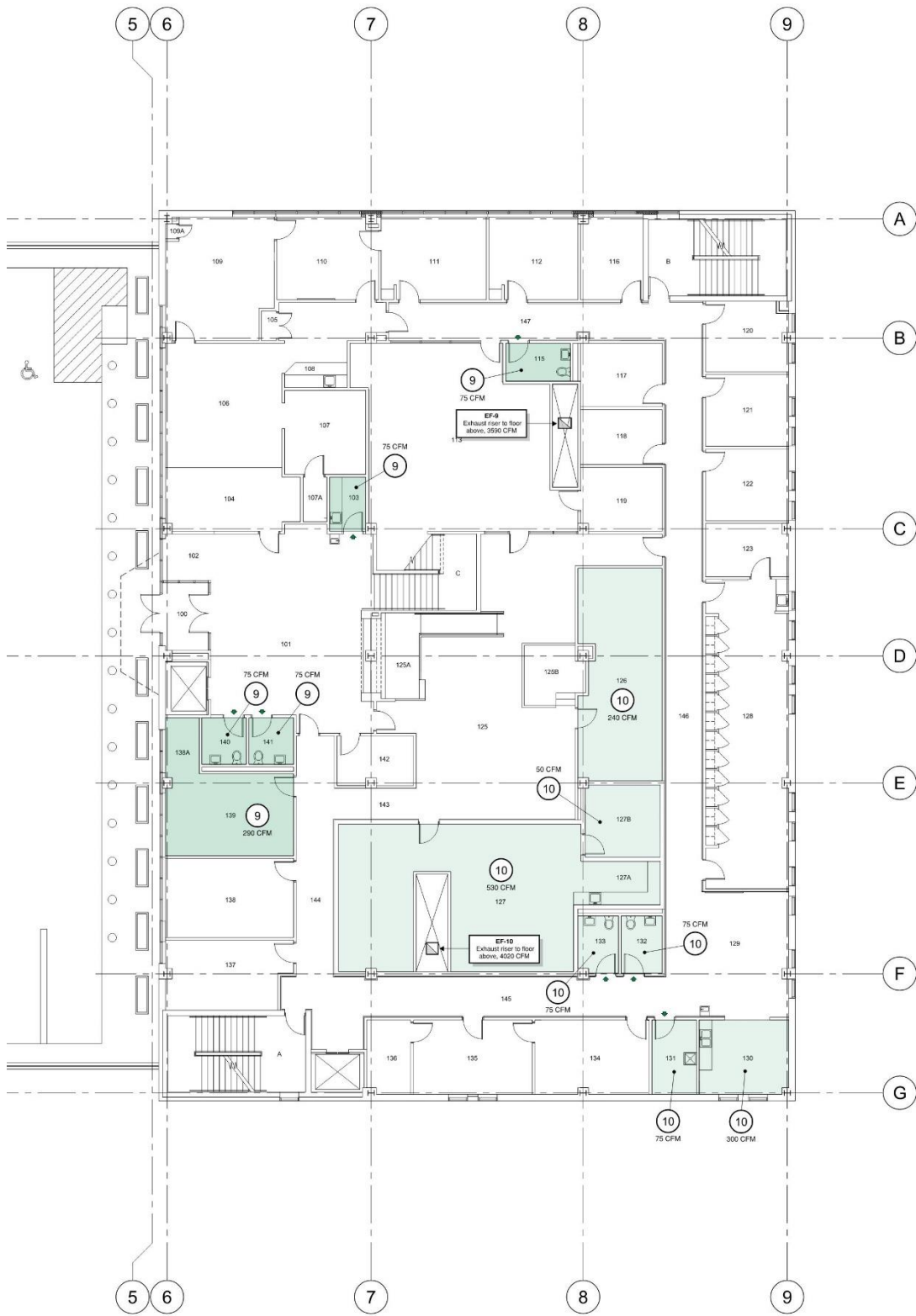


Figure 11 - First Floor Exhaust Zones

# Denotes Exhaust Fan Mark



Figure 12 - Second Floor Exhaust Zones

# Denotes Exhaust Fan Mark

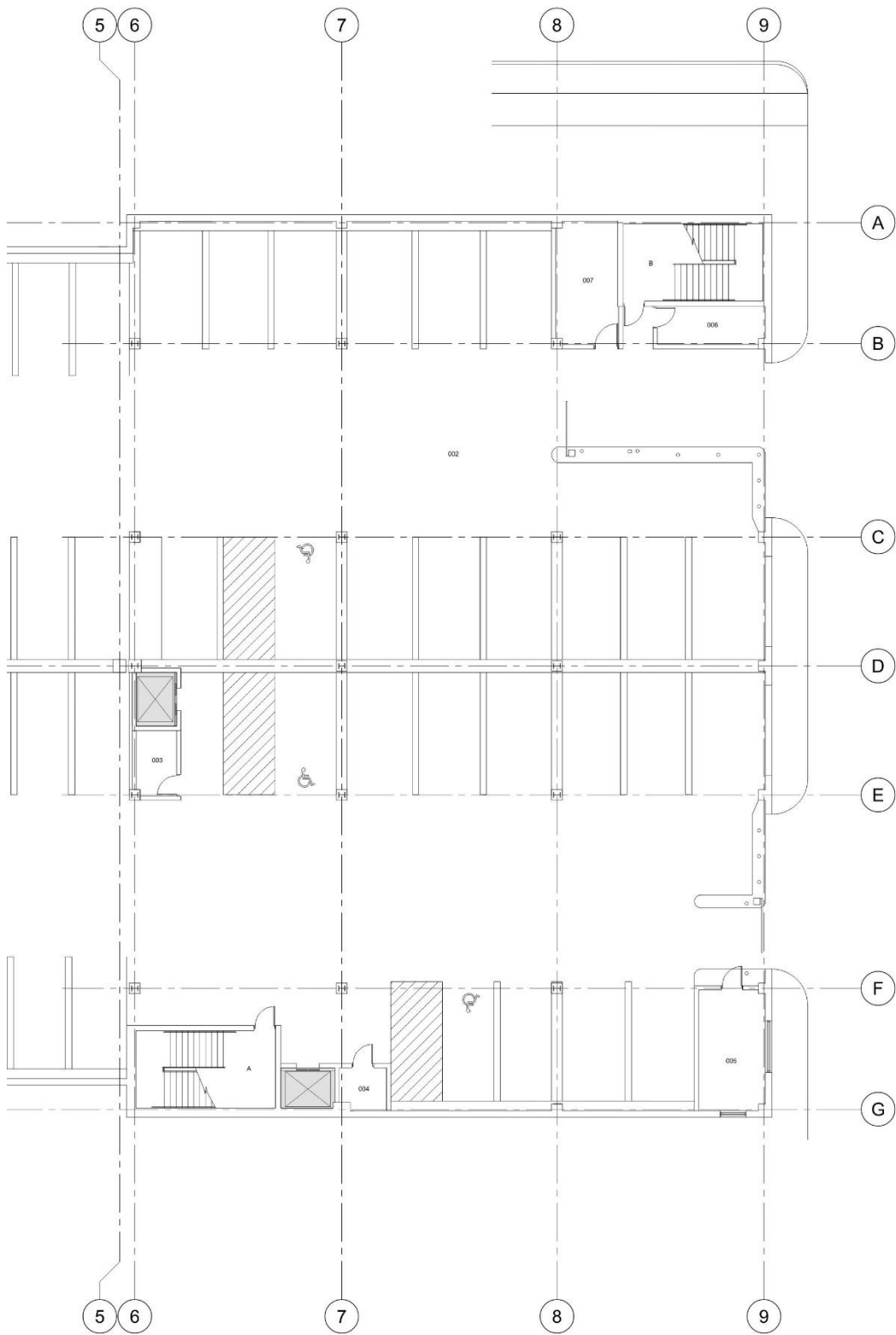


Figure 13 - Lower Level 2 Unconditioned Spaces



Figure 14 - Lower Level 1 Unconditioned Spaces

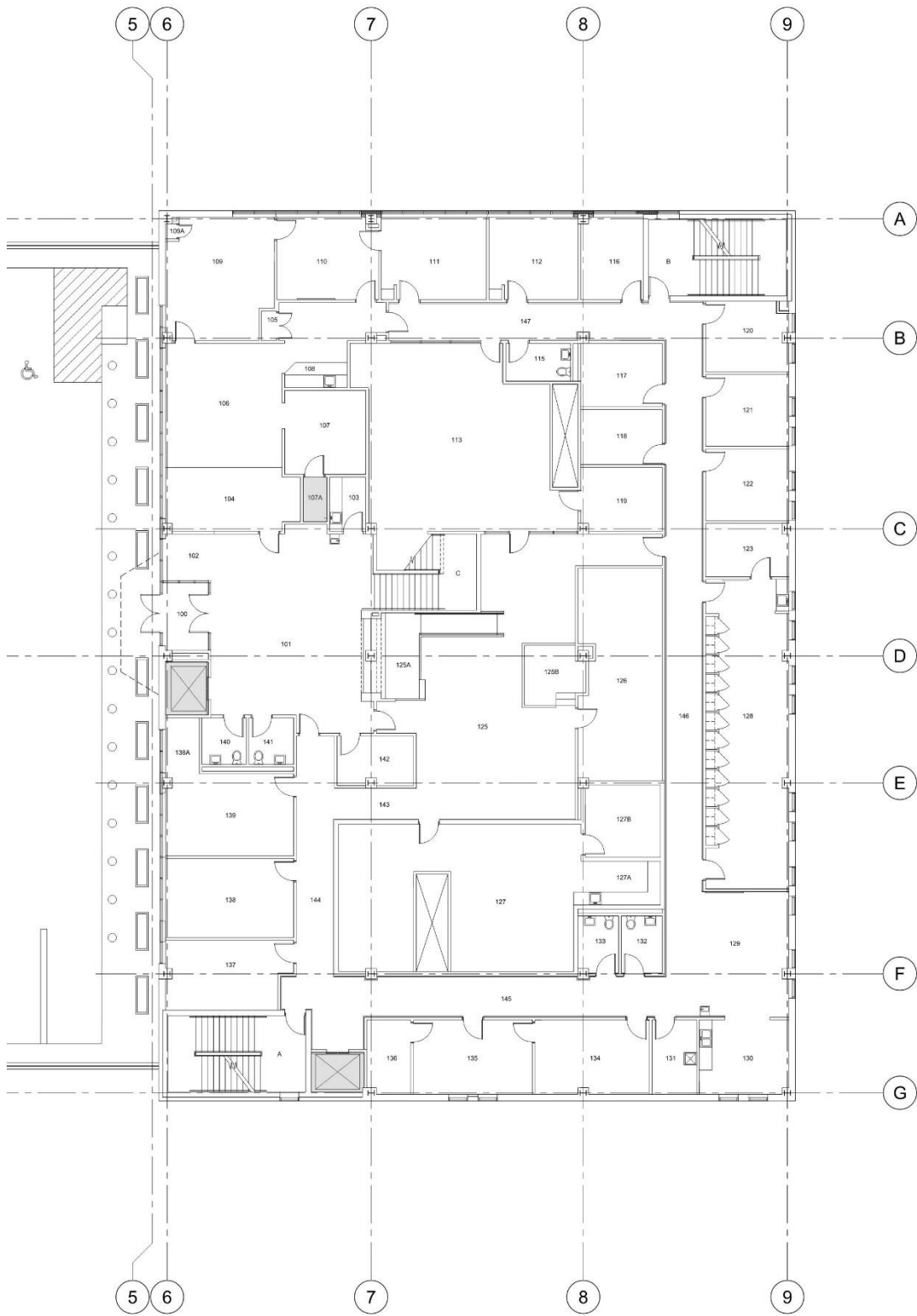


Figure 15 - First Floor Unconditioned Spaces



Figure 16 - Second Floor Unconditioned Spaces

## Baseline System Testing

Farnsworth Group contracted BPI Testing, LLC of Bloomington, Illinois to perform baseline testing of the facility's primary HVAC. The testing provides insight into the current operation of HVAC components as compared to the original design.

### AIR HANDLING UNITS

MARK	DESCRIPTION	DESIGN			PERFORMANCE MAX		
		SUPPLY	RETURN	OUTDOOR	SUPPLY	RETURN	OUTDOOR
AHU-1	Air handling unit	16,000	11,500	4,500	16,220	10,103	6,117
AHU-2	Air handling unit	15,500	12,300	3,200	15,116	8,648	6,468
<i>Measurements taken January 14, 2025</i> <i>Outdoor conditions 19°F, dewpoint 7.88°F</i>					PERFORMANCE "NORMAL"		
					SUPPLY	RETURN	OUTDOOR
					11,563	6,930	4,633
					11,670	6,658	5,012

An excessive amount of outdoor air (43% of the air stream) is being introduced into air-handling unit AHU-2. Under some outdoor ambient conditions, this could result in mixed air temperatures leading to possible rupture of the hot water heating coil due to freezing during winter operation. In cooling mode, excessive outdoor air detrimentally impacts the air handler's ability to properly cool and dehumidify.

### PRIMARY FANS

MARK	DESCRIPTION	DESIGN	ACTUAL	DELTA	DESIGN%
RF-1	Relief fan	11,500	12,196	696	106.1
RF-2	Relief fan	12,300	8,341	(3,959)	67.8
EF-9	Exhaust fan	4,465	3,192	(1,273)	71.5
EF-10	Exhaust fan	4,095	2,775	(1,320)	67.8

Apart from relief fan RF-1, the primary exhaust and relief fans serving the building are significantly underperforming when compared to original design. The result being toilet rooms, evidence storage rooms, exercise rooms, etc. are likely poorly ventilated.

## HYDRONICS

MARK	DESCRIPTION	DESIGN	ACTUAL	MAX	DELTA	DESIGN%
P-1	Hot water pump	130	48.3	92.3	81.7	37.2
P-2	Hot water pump	130	56.2	102.7	73.8	43.2
P-3	Chilled water pump	261	220.4		40.6	84.4
P-4	Chilled water pump	261	225.0		36	86.2
CH-1	Air cooled chiller	261	225.0		36	86.2
AHU1 HC	AHU-1 heat coil	16	1.0	18.02*	15.02	6.1
AHU1 CC	AHU-1 cool coil	151	99.8		51.24	66.1
AHU2 HC	AHU-2 heat coil	12.7	1.9	3.9*	10.84	14.6
AHU2 CC	AHU-2 cool coil	109.9	125.8		15.9	114.5

\* Value reflects balancing valves 100% open

All pumps are under performing. Hot water distribution pumps in particular provide only 43% of design water flow at best under present operating conditions. The result of this deficiency should be evident at heating equipment located at the furthest point from the distribution pumps.

Refer to Appendix A for detailed report.

## Building Heat Loss/Gain Calculations

Farnsworth Group performed building heating/cooling/ventilation load calculations employing Carrier Corporation's HAP (Hourly Analysis Program) version 6.2 software.

Original construction documents in conjunction with field observations were referenced to determine building materials, HVAC equipment, thermostatic zoning, building population, etc., input into the software.

The software output is based on the following criteria:

- Variable volume air handling units equipped with hot and chilled water coils
- Air-cooled chiller employing 25% glycol solution
- Chilled water distribution via constant volume pump
- 80% efficient gas-fired hot water boiler
- Hot water distribution via constant volume pump
- Variable volume air terminals equipped with hot water reheat coils
- Heating setpoint 70°F
- Cooling setpoint 72°F
- "Heating Only" hydronic apparatus based on a 2-pipe fan coil
- Ventilation rates per ASHRAE 90.1 and 2018 International Mechanical Code
- Occupancy density per 2018 International Mechanical Code

Calculation results are as follows:

- Total cooling 70 Tons
- Total heating 349.3 MBH
- 24,149 CFM supply air
- 5,105 CFM outdoor air

Note these results represent the minimum capacity required to meet the criteria defined within the software. Numerous variables come into play during the design process which impact system characteristics to address human comfort. These include but are not limited to increased air flow to avoid "stale" environments, heating discharge air temperatures at or above human body temperature at peak heating demand, etc.

Refer to Appendix B for detailed output.

## Ventilation Evaluation

The Bloomington Police Station was likely designed and constructed under the 1996 edition of the International Mechanical Code. During this period “Sick Building Syndrome” was a focus of the occupiable built environment. Building codes addressed the issue of indoor air quality by requiring elevated volumes of outdoor per occupant and transient spaces such as corridors.

The past two decades have revealed the strategy resulted in over ventilation of occupiable spaces, increased heating and cooling capacity, and of course increased energy consumption.

Today’s building codes recognize the negative impact of over ventilation. In short, required ventilation rates have been dramatically reduced. That reduction significantly impacts heating and cooling demands placed upon the building’s HVAC systems.

Control strategies are commonly employed today which closely match ventilation air volume to occupant load such as modulating the outdoor air quantity based on measured carbon dioxide levels either within a space(s) or in the return air stream.

Occupancy Classification	1996 International Mechanical Code		2018 International Mechanical Code		
	Estimated Max Occupant load per 1,000 Square feet	Outdoor Air per Person (cubic feet per minute) Unless Noted Otherwise	Estimated Max Occupant load per 1,000 Square feet	People Outdoor Airflow Rate in Breathing Zone (cfm per person)	Area Outdoor Airflow Rate in Breathing Zone (cfm per square foot)
Conference Rooms	50	20	50	5	0.06
Office Spaces	7	20	5	5	0.06
Reception Areas	60	20	30	5	0.06
Corridors		0.05 cfm/sf			0.06
Locker and Dressing Rooms		0.5 cfm/sf			0.25
Toilet Rooms		75 cfm/water closet and urinal			50 cfm/water closet and urinal

Figure 17 - Ventilation rate comparison

Humidity concerns within the facility can likely be attributed to conditions described as follows.

Excessive outdoor air introduced to air handling unit RTU-2 as described in baseline testing imposes significant stress upon the unit's ability to properly cool and dehumidify air supplied to occupied spaces from this unit. Additionally, the minimum outdoor air volume specified to both AHU-1 and AHU-2 as originally designed far surpass the requirements of current building codes. Any degradation of the HVAC system's cooling cycle will detrimentally impact humidity control.

The lack of conditioned enclosures (vestibules) at each of the lower level 2 elevator openings offers an immense opportunity to draw, and distribute, the exterior ambient air condition to the Bloomington Police Station interior. This includes not only hot moisture laden air leading to elevated humidity levels within the building during warm weather months but air temps below freezing during cold weather months.

Low discharge air temperatures supplied from the air-handling units (below 50°F) may result in condensation forming on uninsulated duct surfaces and components installed within ceiling interstitial spaces. Base line testing suggests such a condition is not possible short of driving chilled water temperature below the original design setpoint of 42°F.

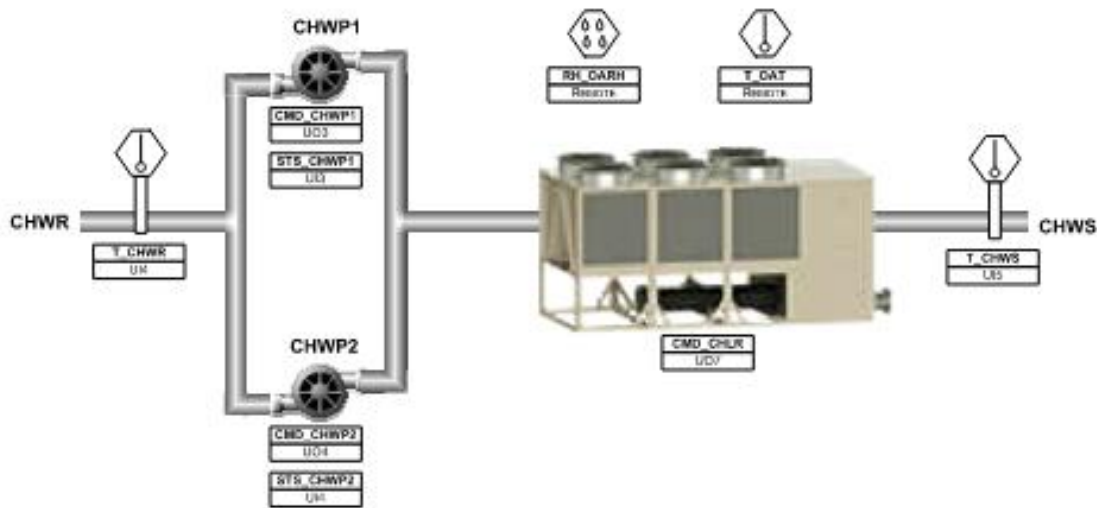
Lastly the possibility of a breach in the building's exterior envelope can result in excessive humidity introduced to the interior environment. This condition is amplified if proper building pressurization is not maintained via the HVAC system.

## Automated Control Strategy

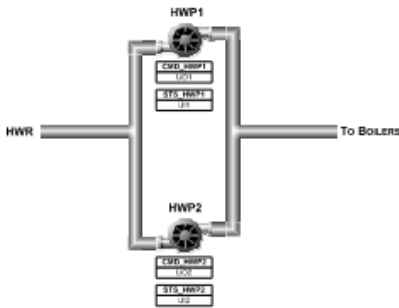
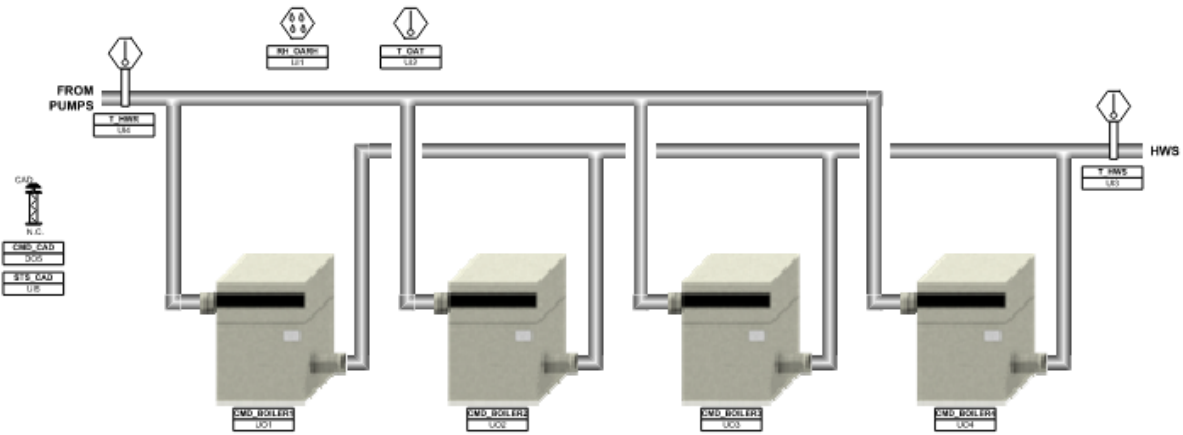
The following schematics and sequences of operation were provided courtesy of Technical Solutions and Services Inc, (TSS) and describe the Police Station's current automation strategy.

### Chilled Water System

A control sequence was not provided by TSS however from the schematic it can be deduced chiller operation responds to a leaving water temperature setpoint when enabled. Constant volume pumps CHWP-1 and CHWP-2 employ a duty/standby strategy in which each pump is sized for 100% design flow. Pumps alternate "duty" status via a schedule equalizing run time and pump wear.



## Hot Water System



### SEQUENCE OF OPERATION

#### HOT WATER PUMPS

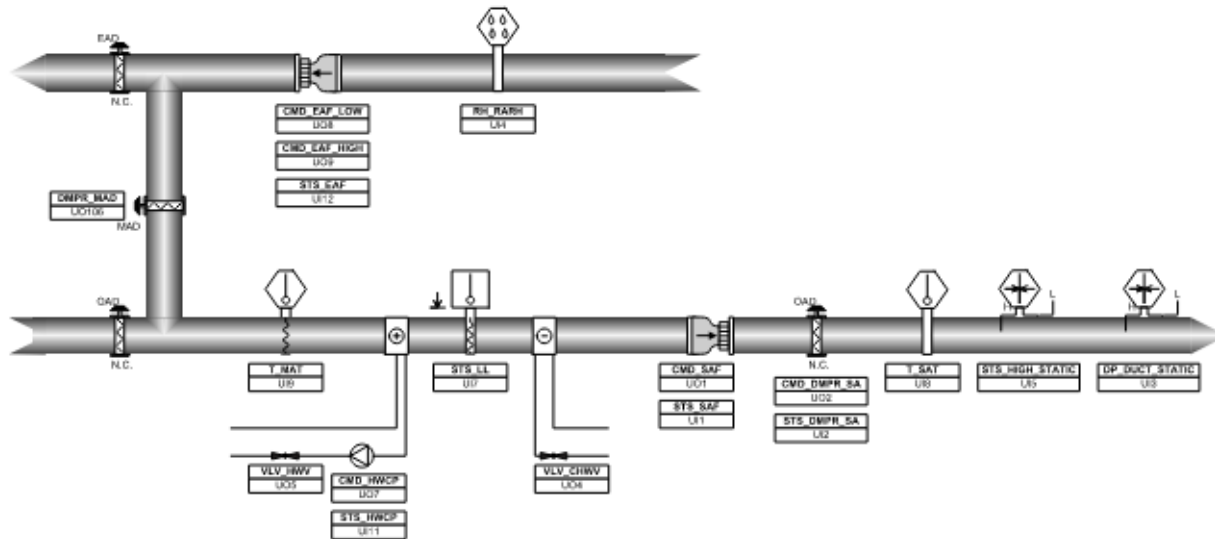
- The boilers shall switch lead/lag on the 16<sup>th</sup> of each month.
- On days 1 - 15, the boiler sequence is 1\_2\_3\_4
- On days 16 - 31, the boiler sequence is 4\_3\_2\_1
- Provided a hot water pump is active, the boilers stage on/off to maintain HW supply setpoint.
- The combustion air damper is commanded open and open status must be active before a boiler is energized.

Boiler supply setpoint is reset based on outside air temperature as follows:

OUTSIDE AIR	HWS SETPOINT
20°	180°
80°	140°

Boilers are enabled (staged) to meet hot water setpoint as heating demand increases and staged off and load diminishes. Constant volume pumps HWP-1 and HWP-2 employ a duty/standby strategy in which each pump is sized for 100% design flow. Pumps alternate “duty” status via a schedule equalizing run time and pump wear.

## Air-Handling Units



### SEQUENCE OF OPERATION

#### FANS

- The supply fan shall be commanded on continuously.
- The supply fan shall modulate speed to maintain duct static pressure setpoint.
- The return fan low speed shall be activated when the relief damper is greater than 50% open.
- The return fan low speed shall be de-activated when the relief damper is less than 30% open.
- The return fan high speed shall be activated when the relief damper is greater than 90% open.
- The return fan high speed shall be de-activated when the relief damper is less than 50% open.

#### ECONOMIZER MODE

- Chiller status is received from the BACnet system.
- If the chiller is commanded off, the AHU shall operate in economizer mode and shall modulate the outside air damper to maintain supply air setpoint.
- If the supply fan is off, the outside air damper shall be commanded 100% closed.

#### DEHUMIDIFY MODE

- If the return air humidity is greater than 50% and the chiller is active, dehumidify mode is activated.

#### CHILL WATER VALVE

- The valve shall modulate to maintain supply air setpoint.
- If dehumidify mode is active, the valve shall be commanded 100% open.
- If the supply fan is off, the valve shall be commanded 100% closed.

#### HOT WATER VALVE

- If dehumidify mode is active, the valve shall modulate to maintain supply air setpoint.
- If the supply fan is off, the valve shall be commanded 100% open.

#### HOT WATER PUMP

- The pump shall be activated if the hot water valve is greater than 10% open.
- The pump shall be activated if the outside air is less than 38°.
- The pump shall be activated if the low limit is active.

#### SAFETYS

- If the low temperature limit or high static is active, all fans are commanded off.
- The existing fire alarm system is hardwired into the VFD to stop the fan in a fire event.

## Variable Volume Air Terminals with Reheat

### SEQUENCE OF OPERATION - VARIABLE AIR VOLUME - TERMINAL UNIT

#### RUN CONDITIONS

THE UNIT SHALL CONTROL 24/7 365 DAYS PER YEAR

#### ALARMS SHALL BE PROVIDED AS FOLLOWS:

- HIGH ZONE TEMP: IF THE ZONE TEMPERATURE IS GREATER THAN THE COOLING SETPOINT BY A USER DEFINABLE AMOUNT (ADJ.).
- LOW ZONE TEMP: IF THE ZONE TEMPERATURE IS LESS THAN THE HEATING SETPOINT BY A USER DEFINABLE AMOUNT (ADJ.).

#### ZONE SETPOINT ADJUST:

THE OCCUPANT SHALL BE ABLE TO ADJUST THE ZONE TEMPERATURE HEATING AND COOLING SETPOINTS AT THE ZONE SENSOR. SETPOINT CAN ALSO BE ADJUSTED OR LOCKED OUT AT THE BAS OPERATOR WORKSTATION.

#### REHEAT VARIABLE VOLUME TERMINAL UNIT – REHEAT & FLOW CONTROL:

THE UNIT SHALL MAINTAIN ZONE SETPOINTS BY CONTROLLING THE AIRFLOW AND HEATING THROUGH ONE OF THE FOLLOWING:

- WHEN ZONE TEMPERATURE IS GREATER THAN ITS COOLING SETPOINT, THE ZONE DAMPER SHALL MODULATE BETWEEN THE MINIMUM OCCUPIED AIRFLOW (ADJ.) AND THE MAXIMUM COOLING AIRFLOW (ADJ.) UNTIL THE ZONE IS SATISFIED.
- WHEN THE ZONE TEMPERATURE IS BETWEEN THE COOLING SETPOINT AND THE HEATING SETPOINT, THE ZONE DAMPER SHALL MAINTAIN THE MINIMUM REQUIRED ZONE VENTILATION (ADJ.).
- WHEN ZONE TEMPERATURE IS LESS THAN ITS HEATING SETPOINT, THE CONTROLLER SHALL ENABLE HEATING TO MAINTAIN THE ZONE TEMPERATURE AT ITS HEATING SETPOINT. IF EQUIPPED, THE FIN TUBE SHALL MODULATE OPEN PRIOR TO THE AIRFLOW INCREASING OR THE REHEAT VALVE OPENING. ADDITIONALLY, OTHERWISE THE REHEAT VALVE SHALL MODULATE OPEN AND THEN THE ZONE DAMPER SHALL MODULATE BETWEEN THE MINIMUM OCCUPIED AIRFLOW (ADJ.) AND THE MAXIMUM HEATING AIRFLOW (ADJ.) UNTIL THE ZONE IS SATISFIED.

#### DISCHARGE AIR TEMPERATURE:

THE CONTROLLER SHALL MONITOR THE DISCHARGE AIR TEMPERATURE.

## Proposed Modifications & Enhancements

Farnsworth Group evaluated strategies to address deficiencies identified within this report along with opportunities to improve system performance and diminish operating costs. Those recommendations are described below and include those actions considered priority.

Farnsworth Group feels the prudent course of action is to address the priority recommendations as funding becomes available. Selective enhancements reflect increased system performance and/or energy savings but have less immediate impact on known comfort issues within the facility.

### PRIORITY

#### Recommission Primary HVAC Systems

As indicated by baseline testing, the majority of primary HVAC components are not performing per original design thus having a detrimental impact on the building's interior environment. Hot water distribution pumps should be replaced and variable frequency drives installed for the purpose of balancing pump flow and accommodating future system modifications.

Install carbon dioxide sensors in the return air stream of each air-handling unit to modulate outdoor air volume in accordance with building population (Demand Control Ventilation). Replace relief air fans with variable speed fans responding to incoming outdoor air volume or OA damper position at the air handling unit and modulate fan speed accordingly to maintain building pressure setpoint (typically 0.05" positive).

The airflow deficit at exhaust fans EF-9 and EF-10 suggest these fans are beyond correction with simple balancing. Both roof mounted fans should be replaced.

#### Construct Conditioned Vestibules at Lower Level 2 Elevators

Add insulation to the parking deck side of the masonry elevator shaft walls to achieve a thermal resistance of R-15 or greater. Two systems we recommend include insulated metal panels or exterior insulation finish system.

Construct a vestibule between the elevator doors and the parking deck. The vestibule space would be conditioned via a ductless split system, illuminated with LED fixtures, and would provide a barrier between the unconditioned parking deck and the elevator. Farnsworth recommends the vestibule be constructed of a thermally broken, aluminum storefront system and 1" insulated glazing, keeping the area visible for safety and security.

#### Reduce Outdoor Air Ventilation Quantities

In addition to Demand Control Ventilation, redefine and rebalance minimum outdoor quantities based on current building codes and constant volume direct exhaust systems.

## Selective Enhancements

### Supplemental Cooling within 911 Dispatch

If recommissioning and enhancements noted are made to the primary HVAC components there is a strong possibility additional airflow can be supplied to the dispatch area providing adequate year around cooling. Should this not prove a viable option, Farnsworth Group recommends installation of a ductless split cooling system operating in conjunction with the current variable volume air terminal to satisfy the demand of the dispatch room.

### Chilled Water Buffer Tank

Install an approximate 400-gallon chilled water buffer tank within the mechanical room providing 5+ gallons system volume per ton of cooling system capacity. The increased volume of the chilled water loop reduces compressor cycling during part load operation.

### High Efficiency Condensing Boilers

Replace the four 80% efficient boilers with two high efficiency 3,500 MBH condensing boilers. These boilers have modulating burners and turn down ratios of 25:1 or greater thus tightly matching heating demand. These boilers are also direct-vent therefore eliminating the current mechanical room combustion air dampers which introduce outdoor air to the mechanical room when boiler(s) are operating which is typically year around.

### Variable Volume Hot Water Distribution

Convert the hot water distribution strategy from constant to variable volume. During conditions where only zone reheat is required to satisfy zone temperature setpoint, pressure sensors within the piping system will modulate pump speed via the BAS closely matching hot water flow to demand. The strategy greatly improves system precision while significantly reducing pumping energy. This option requires variable volume air terminal reheat coils be equipped with fully modulating hot water control valves.



**CONSENT AGENDA ITEM NO. 7.T.**

**FOR COUNCIL:** April 28, 2025

**WARD IMPACTED:** City-Wide Impact

**SUBJECT:** Consideration and Action on a Resolution Approving the First Amendment to the Contract Between the City of Bloomington and Jeffrey R. Jurgens, as requested by City Council and Mayor Mboka Mwilambwe.

**RECOMMENDED MOTION:** The proposed Resolution be approved.

**STRATEGIC PLAN LINK:**

Goal 1. Financially Sound City Providing Quality Basic Services

**STRATEGIC PLAN SIGNIFICANCE:**

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

**BACKGROUND:** On April 22, 2024, Council approved the initial employment agreement with Jeff Jurgens, City Manager. The performance review for the City Manager's first year of service resulted in positive findings and supported an increase/adjustment in salary and an extension of the length of his employment agreement. As a result, a Resolution is being presented to provide the City Manager with an increase in salary effective May 1, 2025, and an extension of the employment agreement to May 1, 2030.

**COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED:** N/A

**FINANCIAL IMPACT:** The financial terms are set forth in the attached Resolution.

Respectfully submitted for consideration.

Prepared by: Chris Spanos, Corporation Counsel

**ATTACHMENTS:**

[ADM 5B Resolution](#)

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

**RESOLUTION 2025 - \_\_\_\_\_**

**A RESOLUTION APPROVING THE FIRST AMENDMENT TO THE CONTRACT  
BETWEEN THE CITY OF BLOOMINGTON AND JEFFERY R. JURGENS**

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

**WHEREAS**, on April 22, 2024, the Council approved the initial employment agreement (Agreement) with Jeffery R. Jurgens, City Manager; and

**WHEREAS**, the City Manager’s performance during the first year of the Agreement was discussed during a Closed/Executive Session held on April 14, 2025, during which a consensus was reached that City Manager Jurgens' performance warranted an increase in salary and an extension of the term of the Agreement; and

**WHEREAS**, the City Council desires to approve the First Amendment to the Agreement (Exhibit A) to reflect the salary increase and the extension of the initial term.

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

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

**SECTION 2.** The City Council hereby approves the First Amendment to the Agreement between the City of Bloomington and Jeffery R. Jurgens as set forth in Exhibit A, and the Mayor and City Clerk are hereby authorized to execute said Amendment.

**SECTION 3.** Except as provided herein, the Agreement, as amended, shall remain in full force and effect.

**SECTION 4.** If any section, clause, provision, or part of this Resolution shall be found and determined to be invalid by a court of competent jurisdiction, all valid parts that are severable from the invalid parts shall remain in full force and effect.

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

**PASSED** this 28th day of April 2025.

**APPROVED** this \_\_\_\_\_ day of April 2025.

**CITY OF BLOOMINGTON**

**ATTEST**

\_\_\_\_\_  
Mboka Mwilambwe, Mayor

\_\_\_\_\_  
Leslie Smith-Yocum, City Clerk

## EXHIBIT A

Exhibit A

FIRST AMENDMENT TO CONTRACT  
BETWEEN THE CITY OF BLOOMINGTON AND JEFFERY R. JURGENS

This First Amendment to the Contract between the City of Bloomington and Jeffery R. Jurgens is made on this \_\_\_\_ day of April 2024, as set forth herein, between the CITY OF BLOOMINGTON, a municipal corporation in the County of McLean and State of Illinois ("City"), and JEFFERY R. JURGENS.

**RECITALS**

A. Effective May 6, 2024, the City entered a contract providing that Jeffery R. Jurgens would commence employment as the City Manager no later than May 6, 2024, and the agreement would end on May 5, 2027.

B. The parties desire to further amend the contract to adjust the salary and extend the term of the agreement based on the contract's performance criteria.

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

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

2. Section 2(A) shall be amended, in pertinent part, as follows:

A. . . . This agreement shall terminate on May 5, ~~2027~~ 2030. . .

3. Section 6(A) shall be amended, in pertinent part, as follows:

A. City agrees to pay Manager for services rendered pursuant hereto an annual base salary of Two-Hundred and Twenty Thousand and Five-Hundred Dollars (\$220,500.00) effective May 1, 2025, ~~Two-Hundred and Nine Thousand and Two-Hundred and Twenty-Four Dollars (\$209,224.00) effective July 23, 2022~~ payable in installments at the same time as other Employees of the City are paid. . .

4. In all other respects the Contract Between the City of Bloomington and Jeffery R. Jurgens shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Second Amendment to Contract Between the City of Bloomington and Jeffery R. Jurgens in duplicate this day and year first above written.

CITY OF BLOOMINGTON

JEFFERY R. JURGENS

By: \_\_\_\_\_  
Its City Mayor

By: \_\_\_\_\_  
Jeffery R. Jurgens

ATTEST:

By: \_\_\_\_\_  
Its City Clerk



**CONSENT AGENDA ITEM NO. 7.U.**

**FOR COUNCIL:** April 28, 2025

**WARD IMPACTED:** City-Wide Impact

**SUBJECT:** Consideration and Action on an Ordinance Amending Chapter 29 of the Bloomington City Code to Prohibit Loitering on Medians Within the City that are Less than Six Feet Wide, as requested by the Legal Department and the Administration Department.

**RECOMMENDED MOTION:** The proposed Ordinance be approved.

**STRATEGIC PLAN LINK:**  
Goal 4. Strong Neighborhoods

**STRATEGIC PLAN SIGNIFICANCE:**  
Objective 4a. Residents feeling safe in their homes and neighborhoods

**BACKGROUND:** The City has seen a growing number of instances where pedestrians occupy or loiter on medians situated between opposing lanes of traffic on busy roadways - areas where vehicles travel at high speeds and drivers do not anticipate the presence of pedestrians. Multiple studies have shown that the incidence of pedestrian deaths has risen significantly in recent years. Over the last decade, deaths of people on foot have risen at a pace nearly seven times higher than U.S. population growth (7%); and pedestrian fatalities in Illinois increased by 19% from 2023 to 2024, and by an estimated 50% since 2019, according to the Governors Highway Safety Association ("GHSA").

According to the Insurance Institute for Highway Safety (IIHS), pedestrian fatalities account for about 18% of all crash deaths, and that pedestrian deaths have increased by 83% since 2009. The Illinois Department of Transportation's 2024 Illinois Crash Facts and Statistics show that while the total number of fatal crashes in Illinois decreased by 3.5%, there was a 9.5% increase in pedestrian fatalities from the previous year.

The intended purpose of medians on divided highways is to serve as a buffer between opposing lanes of fast-moving traffic and, where necessary, to provide temporary refuge for pedestrians crossing the roadway, but not to allow for extended occupation by or presence of pedestrians. Further, some streets and intersections in the City are neither intended nor designed to support extended pedestrian occupation, particularly within medians.

Because it is dangerous for pedestrians to occupy narrow medians, and the National Association of City Transportation Officials (NACTO) Urban Street Design Guide (2011), the American Association of State Highway and Transportation Officials ("AASHTO") "Guide for the Planning, Design, and Operation of Pedestrian Facilities" (2018), and the Public Rights-of-Way Accessibility Guidelines (PROWAG) from the United States Access Board all recommend that medians or pedestrian islands be at least six feet wide where pedestrian use is anticipated. The AASHTO advises that medians are designed for vehicle separation and occasional emergency refuge, but not for standing or loitering.

In order to protect the health, safety, and welfare of residents and visitors to the City, Staff recommends amending the City Code to include an ordinance that prohibits individuals from loitering - regardless of purpose - on medians that are less than six feet wide.

**COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED:** N/A

**FINANCIAL IMPACT:** Unknown.

Respectfully submitted for consideration.

Prepared by: Chris Spanos, Corporation Counsel

**ATTACHMENTS:**

[LGL 1B Ordinance](#)

[LGL 1C Ordinance - Exhibit A](#)

**ORDINANCE NO. 2025 - \_\_\_\_\_**

**AN ORDINANCE AMENDING CHAPTER 29 OF THE BLOOMINGTON CITY CODE TO PROHIBIT LOITERING ON MEDIANS WITHIN THE CITY THAT ARE LESS THAN SIX FEET WIDE**

**WHEREAS**, the City of Bloomington, McLean County, Illinois (hereinafter “City”) is an Illinois home-rule municipality with authority to legislate in matters concerning its local government and affairs; and

**WHEREAS**, the City has a significant interest in promoting public safety for both pedestrians and motorists; and

**WHEREAS**, standing, sitting, or loitering on certain medians can create dangerous distractions for drivers and impede traffic flow, increasing the risk of accidents; and

**WHEREAS**, the City has seen a growing number of instances where pedestrians occupy or loiter on medians situated between opposing lanes of traffic on busy roadways - areas where vehicles travel at high speeds and drivers do not anticipate the presence of pedestrians; and

**WHEREAS**, the Governors Highway Safety Association (“GHSA”) reports that while pedestrian deaths during the first six months of 2024 fell slightly from the year before, they are 12% higher than 2019 and up a shocking 48% since 2014; and

**WHEREAS**, over the last decade, deaths of people on foot have risen at a pace nearly seven times higher than U.S. population growth (7%); and pedestrian fatalities in Illinois increased by an 19% from 2023 to 2024, and by an estimated 50% since 2019, according to the GHSA; and

**WHEREAS**, according to the Insurance Institute for Highway Safety (IIHS), pedestrian fatalities account for about 18% of all crash deaths, and that pedestrian deaths have increased by 83% since 2009; and

**WHEREAS**, the Illinois Department of Transportation’s 2024 Illinois Crash Facts and Statistics show that while the total number of fatal crashes in Illinois decreased by 3.5%, there was a 9.5% increase in pedestrian fatalities from the previous year; and

**WHEREAS**, some streets and intersections in the City are neither intended nor designed to support extended pedestrian occupation, particularly within medians; and

**WHEREAS**, the intended purpose of medians on divided highways is to serve as a buffer between opposing lanes of fast-moving traffic and, where necessary, to provide temporary refuge for pedestrians crossing the roadway, but not to allow for extended occupation by or presence of pedestrians; and

**WHEREAS**, the National Association of City Transportation Officials (NACTO) Urban Street Design Guide (2011) recommends that medians or pedestrian islands be at least six feet wide where pedestrian use is anticipated; and

**WHEREAS**, the American Association of State Highway and Transportation Officials

("AASHTO") states that medians are designed for vehicle separation and occasional emergency refuge – but not for standing or loitering; and

**WHEREAS**, the AASHTO "Guide for the Planning, Design, and Operation of Pedestrian Facilities" (2018) recommends a minimum standard width of six feet for pedestrian refuge islands (like medians) to safely accommodate pedestrians; and

**WHEREAS**, this recommendation aligns with the Public Rights-of-Way Accessibility Guidelines (PROWAG) from the United States Access Board, which also specifies a six-foot width for pedestrian refuges in streets (excluding curbs), while the Federal Highway Administration (FHWA) advises that medians should be eight feet wide to enhance pedestrian safety; and

**WHEREAS**, to protect the health, safety, and welfare of residents and visitors to the City, staff recommend amending the City Code to include an ordinance that prohibits individuals from loitering, regardless of purpose, on medians that are less than six feet wide.

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

**SECTION 1.** That Chapter 29 of the Municipal Code of the City, 1960, as amended, is hereby amended to read as set forth in Exhibit A (additions underlined and deletions stricken).

**SECTION 2.** The Bloomington City Code is hereby further amended by renumbering, redesignating, and reformatting the chapters and subsections as needed to conform to the above-referenced amendments and removals.

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

**SECTION 4.** This Ordinance shall take effect immediately after passage.

**SECTION 5.** This Ordinance is adopted pursuant to Home Rule Authority granted to the City of Bloomington by Article VII, Section 6, of the Illinois Constitution, 1970.

**PASSED** this 28th day of April 2025.

**APPROVED** this \_\_\_ day of April 2025.

**CITY OF BLOOMINGTON**

**ATTEST**

\_\_\_\_\_  
Mboka Mwilambwe, Mayor

\_\_\_\_\_  
Leslie Smith-Yocum, City Clerk

## EXHIBIT A

### SEC. 29-1011 LOITERING ON MEDIANS

A. Definitions. As used in this section:

- (1) "Loitering on a median" means standing or lingering on a median for any purpose other than to safely and lawfully cross the street or roadway, except in an emergency or where the median is specifically designated for pedestrians.
- (2) "Median" means the area that divides opposite lanes of traffic of a street or roadway or an area between two parallel streets or roadways.

B. Loitering on certain medians prohibited. It is unlawful for any person to loiter on any median located within the City that is less than six (6) feet wide.

C. Exceptions. Nothing in this section prohibits any of the following:

- (1) Law enforcement, fire and rescue, or other government employees or contractors acting within the scope of their lawful authority.
- (2) A person conducting inspection, construction, maintenance, repair, survey, or other legally authorized services.
- (3) A person responding to lend aid during an emergency.
- (4) A person or persons authorized to do so for a special event permitted by the appropriate governmental entity.



**CONSENT AGENDA ITEM NO. 7.V.**

**FOR COUNCIL:** April 28, 2025

**WARD IMPACTED:** City-Wide Impact

**SUBJECT:** Consideration and Action on an Ordinance Amending Section 30 of Chapter 1 of the City Code Regarding the Biennial Review of the Schedule of Fees, as requested by the City Clerk Department.

**RECOMMENDED MOTION:** The proposed Ordinance be approved.

**STRATEGIC PLAN LINK:**

Goal 1. Financially Sound City Providing Quality Basic Services

**STRATEGIC PLAN SIGNIFICANCE:**

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

**BACKGROUND:** Per the City Code, the City Clerk is in charge of managing the City's Schedule of Fees. §1-125 [Ch. 1, Sec. 30] of the Code allows for a biennial review of the Schedule of Fees, and all City Departments must notify the Clerk of any requested changes by December 31st of each year.

The proposed Ordinance, if approved, will update the fees, as well as clean up formatting issues, terminology, etc. It should also be noted that the Schedule of Fees references specific chapters and sections of the Code that are being updated this year to align the listed references with the numbering system being used in today's Code as part of the City's ongoing recodification project. The edited references, while extensive throughout, are not material to the fees.

The following fee edits are being proposed:

- **City Clerk Department -**
  - *Catering Liquor License (Chapter 6); Entertainment Venue Operator License (Chapter 7); Amusement Device Owner License (Chapter 7); Commercial Vehicle Relocator License (Chapter 29); and Secondhand Dealers License (Chapter 32):*
    - After rolling out several efficiencies and further evaluating staff time, the City Clerk is recommending reduced application fees for the above-stated licenses (\$250 to \$100).
- **Fire Department -**
  - *Fire Department & Fire Prevention (Chapter 17):*
    - The increased fees are a match to the actual cost for Emergency Medical Services (EMS) and transportation.
- **Police Department -**
  - *Motor Vehicles & Traffic (Chapter 29):*
    - The increased daily parking permit fee for contractors, utility companies, etc. is requested to cover the cost of creating and issuing the permit (\$5 to \$25).

- The impounded vehicle release fee is for towed vehicles (\$10 to \$25).
- *Police Department (Chapter 35)*:
  - The requested fee for fingerprinting is to match the cost associated to the service (\$20 to \$40).
  - The change in billing format for the false alarm service policy is a move to charging by the day instead of per instance in an effort to better benefit the location experiencing a troubling alarm.
- **Public Works Department -**
  - *Waste Collectors or Waste Haulers (Chapter 36)*: The request is to add fees (\$100) for the license type that were found to be missing from the Schedule of Fees.

Per the City Code, if approved, the proposed Ordinance and revised fees will go into effect May 1, 2025.

**COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED:** N/A

**FINANCIAL IMPACT:** If approved, the revised fees will take effect May 1, 2025.

Respectfully submitted for consideration.

Prepared by: Leslie Yocum, City Clerk

**ATTACHMENTS:**  
[CLK 2B Ordinance](#)

**ORDINANCE NO. 2025 - \_\_\_\_\_**

**AN ORDINANCE AMENDING SECTION 30 OF CHAPTER 1 OF THE CITY CODE REGARDING THE BIENNIAL REVIEW OF THE SCHEDULE OF FEES**

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

**WHEREAS**, the City charges fees for services, licenses, permits, and registrations; and

**WHEREAS**, the City Council on October 8, 2018 adopted Ordinance No. 2018-89 “Adopting a Schedule of Fees for the City of Bloomington and Amending the City Code”; and

**WHEREAS**, in accordance with City Code §1-125 (Chapter 1, Section 30), City Council has amended the Schedule of Fees via an ordinance from time-to-time as deemed appropriate; and

**WHEREAS**, the City Code provides for a biennial review of the Schedule of Fees and in accordance with that review, changes are being requested in the best interest of the City; and

**WHEREAS**, the City Council desires to amend the Schedule of Fees to reflect the updated fees.

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

**SECTION 1.** The above recitals are incorporated herein as if specifically stated in full.

**SECTION 2.** That the Schedule of Fees, City Code §1-125 (Chapter 1, Section 30), be amended as set forth in Exhibit A.

**SECTION 3.** Except as provided herein, the Bloomington City Code, 1960, as amended, shall remain in full force and effect.

**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 on May 1, 2025, after its approval and publication as required by law.

**PASSED** this 28th day of April 2025.

**APPROVED** this \_\_\_\_ day of April 2025.

**CITY OF BLOOMINGTON**

**ATTEST**

\_\_\_\_\_  
Mboka Mwilambwe, Mayor

\_\_\_\_\_  
Leslie Smith-Yocum, City Clerk

## EXHIBIT A

### SCHEDULE OF FEES – EFFECTIVE- MAY 1, 2025

The following fees are applicable for the respective licenses and fees required under “The City Code of the City of Bloomington, Illinois, or as otherwise established by law.

(Reference to the related Chapter-Section of the City Code is listed ~~to right~~ with the of Fee)

#### ADMINISTRATION (CHAPTER 2)

##### A. Fees for Certain Services

###### Fee Schedule:

For Issuing every license:	<del>\$0.50 (2-9)</del>
For transferring each license:	<del>\$0.50 (2-9)</del>
For taking bond on license transfer:	<del>\$0.50 (2-9)</del>
For each deed for real estate issued:	\$2.00 (2- <u>1119</u> )
For certified copies of any record: (In addition to \$0.18/page):	\$1.00 (2- <u>1119</u> )

##### B. Disclosure of Public Records

###### Fee Schedule:

###### Xerox Copies/Photocopies:

Black and White: Documents over fifty-one (51) pages, duplex whenever possible:	\$0.15 (2- <del>32045.3(B)</del> )
Color: (per page):	Actual Cost of Reproduction (2- <del>32045.3(B)</del> )
Blueprints:	Actual Cost of Reproduction (2- <del>32045.3(B)</del> )
CD:	Actual Cost of Reproduction (2- <del>32045.3(B)</del> )
Photographs:	Actual Cost of Reproduction (2- <del>32045.3(B)</del> )
Flash Drives:	Actual Cost of Reproduction (2- <del>32045.3(B)</del> )
Voluminous Requests: Amount permitted by Freedom of Information Act	(2- <del>32045.3(B)</del> )

##### ~~C. Board of Fire and Police Commissioners~~

<del>1. Application for employment (entry level police officer and firefighter):</del>	<del>No fee (2-63(c))</del>
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#### ADVERTISING SIGN CODE (CHAPTER 3)

A. Sign Contractor’s Registration	(3- <del>3023.2(B)</del> )
1. Contractor Registration Fee:	\$100.00
2. Annual Renewal Fee:	\$50.00

B. Sign Permit Fees

1. Fee Schedule Based on Estimated Value of Improvements:

<u>Estimate Cost of Improvement</u>	<u>Fee*</u>	
Less than \$1,000	\$15.00 plus \$0.26 per square foot of sign area	(3-3-10(b))
Between \$1,000 and \$10,000	\$14.00 plus \$8.00 per thousand of estimated cost over \$1,000 plus \$0.26 per square foot of sign area	(3-3-10(b))
Over \$10,000	\$87.00 plus \$5.00 per thousand of estimated cost over \$10,000 plus \$0.26 per square foot of sign area	(3-3-10(b))

*\*The calculation of the permit fee for any sign shall be based on all faces with a message, except that for double faced sign the fee shall be based on the large face multiplied by 1.5*

2. All portable temporary signs not exempted in the Code: 20.00 (3-3-10(C))

C. Non-electric Portable Signs: \$20.00 (3-110411.4(A))

D. License Fee (Distribution of handbills, samples, and advertisements): \$50.00 (3-150524)

**AIR POLLUTION (CHAPTER 4)**

A. Inspection and Permit Fees (Fuel Burning Plants/ Refuse Burning Equipment): No Fee (4-20613)

B. Inspection and Permit Fees (Ventilation): No Fee (4-20613)

**ALCOHOLIC BEVERAGES (CHAPTER 6)**

A. Annual License Fee for ~~Each Class of~~ per Liquor License Class

- 1. For calendar year 2021 and thereafter (6-1137B)
  - (a) BYOB-1: \$250.00
  - (b) BYOB-2 and FM: \$100.00
  - (c) CA, EA, RA, and TA-Class Licenses: \$2,700.00
  - (d) CB, EB, RB, and TB-Class Licenses: \$900.00
  - (e) GPA and PA Class License: \$1,300.00
    - (1) Holder of a CA, EA, RA, or TA-Class License: \$0.00
  - (f) GPB and PB-Class License: \$1,000.00
    - (1) Holder of a CB, EB, RB or TB-Class License: \$300.00
    - (2) Holder of a CA, EA, RA, or TA-Class License: \$0.00
  - (g) S-Class License: \$600.00

(1) Holder of a CA and CB <del>Class License</del> :	\$0.00
(h) MA <del>Class License</del> :	\$1,300.00
(i) MB <del>Class License</del> :	\$850.00
(j) PAP <del>Class License</del> :	\$2,200.00
(k) PBP <del>Class License</del> :	\$1,200.00
2. NPA, NPB, SA, and SB <del>Class Licenses</del> :	
(a) First day License is in effect:	\$100.00
(b) Subsequent days ( <u>up to \$500 total</u> ):	\$50.00
(c) <del>up to \$500.00 Total</del>	
3. <del>License Fee for W-Class License</del> :	\$100 per event
B. Miscellaneous <del>Alcoholic Beverage Fees</del> :	
1. Application Fee for Creation of New License:	(6- <del>103</del> )
(a) All Classes except for those mentioned below in (b-d):	\$400.00
(b) <u>W</u> (Reduced Fee): <del>W</del>	<del>\$250</del> <u>100.00</u>
(c) <u>BYOB-1, BYOB-2, and FM</u> (Reduced Fee): <del>BYOB-1, BYOB-2, and FM</del>	\$100.00
(d) <u>NPA, NPB, SA, &amp; SB</u> (No Fee): <del>NPA, NPB, SA, &amp; SB</del>	\$0.00
2. Printed License Fee:	\$5.00 (6- <del>116</del> 9)

## ENTERTAINMENT VENUES AND AMUSEMENTS (CHAPTER 7)

A. Entertainment Venue Operator	
1. Application Fee:	<del>\$250</del> <u>100.00</u> (7-103)
2. Annual License Fee:	\$500.00 (7-104)
B. Amusement <del>Terminal</del> <u>Device</u> Owner	
1. Application Fee:	<del>\$250</del> <u>100.00</u> (7-203)
2. License Fees	
(a) Annual Fee per Device:	\$75.00 (7-206)
(b) Annual License Fee:	\$250.00 (7-206)
C. Video Gaming	
<del>1. Annual License Fee</del>	<del>\$500.00 per video gaming terminal (7-1306)</del>
<del>2. Annual License Fee for Fraternal/Veteran's Organizations</del>	<del>\$250.00 per terminal (7-1306)</del>
<u>3</u> 1. Application Fee:	\$250.00 (7-4306)
2. <u>License Fees</u>	
(a) <u>Annual Fee per Terminal</u> :	<u>\$500.00 (7-306)</u>

(b) Annual Fee for Fraternal/Veteran’s Organizations per Terminal: \$250.00 (7-306)

**3. Miscellaneous Fees**

(a) License Transfer Fee: \$100.00 (7-313)

(b) Location Change Fee: \$250.00 (7-314)

**ANIMALS AND FOULS (CHAPTER 8)**

**A. Impoundment**

1. Reclamation of Impounded Animal: \$50.00 (8-20453(A)(1))

**ANNEXATIONS (CHAPTER 8.5)**

**A. Annexation Requirements and Procedure**

1. Filing Fee – Annexation Agreement: \$1,000.00 in addition to the cost of Legal Notice publication (8.5-203(Ba))

2. Fees to be Paid as a Condition of Annexation

(a) City Annexation Fee per Residential Lot: \$737.74\* (8.5-2065(A))

(b) City Annexation Fee per Commercial Square Foot: \$0.06\* (8.5-2065(A))

*\*The fees set forth above are set at the dollar value for November (2018). The fees set forth above shall be automatically increased annually according to the consumer price index for all urban consumers (CPI-U) as established by the U.S. Department of Labor at the time such fees are paid. In the event of a dispute, the decision of the City Manager as to the proper price index (annually or monthly, seasonally adjusted or not adjusted) shall be final. (See also 17-19(b)).*

**BUILDING CODE (CHAPTER 10)**

**A. Building Board of Appeals**

1. Appeal: \$50.00 (10-21223(F)(2))

**B. Schedule of Fees**

1. Fee Schedule based on estimated value of improvements: (10-401409.7)

<b>Table 1</b>	
<b>Estimated Cost</b>	<b>Fee</b>
\$0 - \$1,000	\$32.00 minimum
\$1,001- \$5,000	\$32.00 plus \$.86 per hundred or part thereof of the estimated cost over \$1,000 -- Maximum - \$75.00
\$5,001 - \$10,000	\$75.00 plus \$.58 per hundred or part thereof of the estimated cost over \$5,000 -- Maximum - \$104.00

\$10,001 - \$50,000	\$104.00 plus \$.47 per hundred or part thereof of the estimated cost over \$10,000 -- Maximum - \$292.00
\$50,001 - \$100,000	\$292.00 plus \$.39 per hundred or part thereof of the estimated cost over \$50,000 -- Maximum - \$487.00
\$100,001 - \$500,000	\$487.00 plus \$.31 per hundred or part thereof of the estimated cost over \$100,000 -- Maximum - \$1,727.00
\$500,001 - \$1,000,000	\$1,727.00 plus \$.29 per hundred or part thereof of the estimated cost over \$500,000 -- Maximum - \$3,177.00
\$1,000,001 - \$5,000,000	\$3,177.00 plus \$.25 per hundred or part thereof of the estimated cost over \$1,000,000 -- Maximum - \$13,177.00
\$5,000,001 - \$10,000,000	\$13,177.00 plus \$.22 per hundred or part thereof of the estimated cost over \$5,000,000 -- Maximum - \$24,177.00
\$10,000,001 - \$50,000,000	\$24,177.00 plus \$.17 per hundred or part thereof of the estimated cost over \$10,000,000 -- Maximum - \$92,177.00

2. Fee Schedule (New one-and two-family homes) (10-401409.7(d))

- (a) Finished Floor Area: \$0.15 per gross square foot
- (b) Finished Basements: \$0.15 per gross square foot
- (c) Unfinished Basements: \$0.10 per gross square foot
- (d) Garages/Carports: \$0.10 per gross square foot
- (e) Building Additions: Shall be based on area or cost of work per the Building Permit Fee Schedule (See Table 1 above)

3. Fee Surcharge (10-401409.7(f))

- (a) Fee Surcharge (Construction without Permit): 100% of regular charge or Fifty Dollars (\$50.00), whichever is greater

4. Review of Construction Documents/Plans (Other than one-and two-family dwellings): (10-401409.7(g))

<b>Table 2</b>	
<b>Estimated Costs</b>	<b>New Work Installations, Replacement or Additional/Alteration</b>
\$500 or less	\$20.00 minimum
\$501 - \$1,000	\$30.00 minimum
\$1001 - \$20,000	\$30.00 plus \$2.40 per hundred or part thereof of estimated cost over \$1,000
\$20,001 - \$50,000	\$496.00 plus \$0.42 per hundred or part thereof of estimated cost over \$20,000
\$50,001 and over	\$612.00 plus \$0.24 per hundred or part thereof of estimated cost over \$50,000

- C. Moving Buildings: See Fee Schedule Table 1 above, plus \$25.00 (10-401409.8)  
 D. Demolition of Buildings: See Fee Schedule Table 1 above (10-401409.9)

EE. Mechanical Work (HVAC) and Fees

1. Fee Schedule based on estimated cost/value of improvements: (10-401409.14)

<b>Table 3</b>	
<b>Estimated Costs</b>	<b>New Work Installations, Replacement or Additional/Alteration</b>
\$500 or less	\$20.00 minimum
\$501 - \$1,000	\$30.00 minimum
\$1001 - \$20,000	\$30.00 plus \$2.40 per hundred or part thereof
\$20,001 - \$50,000	\$496.00 plus \$0.42 per hundred or part thereof
\$50,001 and over	\$612.00 plus \$0.24 per hundred or part thereof

*\* Permits issued to the owner of owner-occupied single-family residences shall be charged a permit fee based on the above schedule with a 50% surcharge*

2. Commercial Kitchen Hoods Fire Suppression Hoods: (10-401409.24)  
 Commercial Kitchen Hood Fees shall be based on Table 3

EG. Contractor Registration

1. Contractor Registration Fee: \$100.00 (10-401409.20.3(a))  
 2. Annual Renewal Fee: \$100.00 (10-401409.20.3(a))  
 3. Forfeited License: Annual Renewal Fee plus \$25.00 per month or portion of a month that delinquency has continued (10-401409.20.3(b))  
 4. Renewal Late Fee: \$50.00

GH. Manufactured Home Park Fees

1. Manufactured Home Permit Fees (10-401409.24)  
 (a) Multi-Purpose Permit: (See Table 1 above)  
 (b) HVAC Permit: (See Table 3 above)  
 (c) Plumbing Permit: (See Plumbing Code Fee Chart – Chapter 34)  
 (d) Electrical Permit: (See Electricity Fee Schedules – Chapter 15)  
 (e) Manufactured Home Connection: \$75.00 includes Occupancy Certificate  
 (f) Manufactured Home Disconnect: \$75.00

HJ. Fire Protection Systems (Sprinklers) Permits and Fees

1. Fire Protection System Fees (10-401409.23)  
 (a) System Riser or Standpipes: \$125.00

(b) System Zones:	\$30.00 per zone after the first year
(c) System Heads:	\$1.20 per head
(d) Fire Pump:	\$75.00
(e) Alterations/Modifications:	(See Table 1 above)
(f) 13D Fire Protection Systems:	\$125.00
<u>I</u> J. Construction Trailers	(10- <del>401409</del> .22)
1. Tie Down Permit:	\$30.00
<u>J</u> K. Reinspection Fees	(10- <del>401409</del> .17)
1. Final Inspections:	\$15.00 per inspector or 50% of the permit fee, whichever is greater

### **TELECOMMUNICATIONS (CHAPTER 14)**

#### A. Small Wireless Facilities Deployment

##### 1. Application Fees

(a) Collocate Single Wireless Facility – Existing utility pole/wireless support structure:	\$650.00 each (14- <del>20343</del> (D)(1))
(b) Collocate more than one Single Wireless Facility – Existing utility pole/wireless support structure:	\$350.00 each (14- <del>20343</del> (D)(1))
(c) Collocate Single Wireless Facility – New utility pole installation:	1,000.00 each (14- <del>20343</del> (D)(2))

### **ELECTRICAL CODEELECTRICITY (CHAPTER 15)**

#### A. Electrical Contractor

##### 1. Electrical Contractor License Fee

(a) Annual License Fee:	\$100.00 (15- <del>2024</del> )
(b) Renewal Fee:	\$100.00 (15- <del>2035</del> )(15- <del>2046</del> )
(c) Forfeited License:	Annual Renewal Fee plus \$25.00 per month or portion of a month that delinquency continued (15- <del>204</del> )
(d) Inactive License Status:	\$100.00 (15- <del>2046</del> )
(e) Reciprocal Registration Fee:	\$100.00 (15- <del>2067</del> .4)
2. Application for Certificate of License:	\$50.00 (15- <del>2035</del> (C))
3. Limited License (Heating Contractor)	
(a) Application for Limited License:	\$50.00 (15- <del>2035</del> (E))
(b) Annual Renewal – Limited License:	\$50.00 (15- <del>2035</del> (E))

#### B. Permit Fees

1. Permit Fee Schedule – Service Entrance or Feeder

(15-~~31119~~(A))

Service Entrance or Feeder	Fee
0 to 100 amp	\$ 30.00
101 to 200 amp	\$ 60.00
201 to 400 amp	\$100.00
401 to 600 amp	\$150.00
601 to 800 amp	\$200.00
801 to 1000 amp	\$250.00
1001 to 1200 amp	\$300.00
Over 1200 amp	\$350.00

2. Permit Fee Schedule – Valuation

(a) Fee Schedule

(15-~~31119~~(B))

Valuation	Fee
\$500.00 or less	\$30.00
\$501.00 to \$1,000.00	\$50.00
\$1,001.00 to \$10,000.00	\$50.00 plus \$1.75 per hundred or fraction thereof over \$1,000.00
\$10,001.00 to \$50,000.00	\$207.50 plus \$.55 per hundred or fraction thereof over \$10,000.00
Above \$50,001.00	\$427.50 plus \$.35 per hundred or fraction thereof over \$50,000.00

(b) Owner Occupied – Single Family Residence

(Owner as Contractor):

50% surcharge (15-~~31119~~(B))

(c) Fee Surcharge

(Construction without Permit):

100% surcharge or \$50.00, whichever is greater (15-19(B))

C. Annual Limited Permits:

\$50.00 (15-~~31220~~(B))

D. Electrical Commission (Variance/Interpretation)

1. Filing Fee (Variance/Interpretation):

\$150.00 (15-~~31523~~(B))

**DEPARTMENT OF FINANCE (CHAPTER 16)**

A. Fees for Certain Services

Fee Schedule:

1. Charge for Returned Check:

\$25.00 (16-~~21938~~)

**FIRE DEPARTMENT AND FIRE PREVENTION (CHAPTER 17)**

A. Emergency Medical Services (17-40192(B))

1. Fee for Emergency Medical Services and Transportation

- (a) Emergency Medical Services and Transportation including Basic Life Support: \$1,910.71\*
- (b) Advanced Life Support, and: \$2,232.87\*
- (c) Advanced Life Support 2: \$2,232.87 \$1,949.41\*
- (d) Mileage: \$19.25 \$17.62 per Mile\*
- (e) Medical Treatment with No Transport: \$240.70 \$220.28\*\*
- (f) Oxygen: \$23.36 \$21.38\*\*

*\*The charges for the foregoing emergency medical and transportation services shall be adjusted on January 1 of every year beginning in 2023, without further City Council action, in accordance with the annual Cost Report submitted for the previous year to the Illinois Department of Healthcare and Family Services (HFS) and/or the federal Centers for Medicare and Medicaid Services (CMS) reflecting the actual cost incurred for transport of individuals. Ambulance user fees shall be assessed a fee equal to the amount listed in the Cost Report. Such persons shall not be billed for the remaining charges which may exist once final payment has been received from all insurance providers of the person.*

*\*\* The charges for mileage, medical treatment with no transport, and oxygen shall be adjusted on January 1 of every year by multiplying the then current fee by 1.03 and the product shall be the new fee for such service.*

- 2. Failure to Pay: \$25.00 plus accruing interest (17-92(d))

B. Supplemental Fire Department Fees (17-401(F))

1. Fire Department Fees

- (a) ~~Standby EMS Chase Event:~~ ~~\$125.00 per hour billed to the nearest ¼ hour w/ 2 hr. minimum \$250.00~~
- (~~b~~) Standby Medic Event  
(May not apply to Large Contracted Events): \$525.00 Flat rate up to 4 hrs.  
\$250.00 per additional hour billed to the nearest ¼ hour  
w/ 2 hr. minimum \$500.00
- (~~b~~)(c) Standby College Sporting Event: \$400.00 ~~\$350.00~~ Flat rate up to 4 hrs.
- (~~d~~) Standby Additional College Hours: \$150.00 ~~\$250.00~~ per additional hour billed to the nearest ¼ hr.
- (~~c~~)(e) Standby High School Sporting Event: \$270.00 ~~\$220.00~~ Flat rate up to 4 hrs.
- (f) Standby Additional High School Hours: \$150.00 ~~\$121.00~~ per additional hour billed to the nearest ¼ hr.

2. False Alarm Service Policy

- (a) False Alarm – First three in calendar year: No Fee

(b) False Alarm – Fourth and Fifth in calendar year:	\$75.00 per each
(c) False Alarm – Sixth and Seventh in calendar year:	\$100.00 per each
(d) False Alarm – Eighth and Ninth in calendar year:	\$200.00 per each
(e) False Alarm – Tenth and every succeeding false alarm:	\$300.00 per each
(f) False Alarm without Permit/Certificate of Acceptance:	\$400.00 per each

### **BULK WASTE COLLECTION FEES (CHAPTER 21)**

A. Bulk Waste Fee (Residents)	(21-307(B))
1. Residential Bucket Fee:	\$25.00/bucket
B. Out-of-Program Bulk Waste Refuse Program (Landlords and Rental Agencies)	(21-307(F))
1. Out-of-Program Bulk Pick Up Fee:	\$100.00/bucket
2. Habitual Offender – Out-of-Program Bulk Pick-Up Fee	
(a) 1 <sup>st</sup> Offense:	\$250.00 fine plus \$150.00/bucket
(b) 2 <sup>nd</sup> Offense:	\$500.00 fine plus \$150.00/bucket
(c) 3 <sup>rd</sup> Offense:	\$750.00 fine plus \$150.00/bucket
C. In-Program Bulk Waste Refuse Program (Landlords and Rental Agencies)	(21-307(G))
1. In-Program Bulk Pick-Up Fee	
(a) Scheduled Pick-Up Day:	\$25.00/bucket
(b) Unscheduled Pick-Up Day:	\$100.00/bucket
2. Habitual Offender – In-Program Bulk Pick-Up Fee	
(a) 1 <sup>st</sup> Offense:	\$250.00 fine plus \$100.00/bucket
(b) 2 <sup>nd</sup> Offense:	\$500.00 fine plus \$100.00/bucket
(c) 3 <sup>rd</sup> Offense:	\$750.00 fine plus \$100.00/bucket

#### D. Refuse Fee

##### Effective May 1, 2016 (21-316(A))

1. Refuse Collection Service (per dwelling unit)	
(a) 35-Gallon Refuse Cart	\$16.00/month
(b) 65-Gallon Refuse Cart	\$21.00/month
(c) 95-Gallon Refuse Cart	\$25.00/month

##### Effective May 1, 2018 (21-316(B))

2. Refuse Collection Service (per dwelling unit)	
(a) 35-Gallon Refuse Cart	\$16.00/month
(b) 65-Gallon Refuse Cart	\$25.00/month

(c) 95-Gallon Refuse Cart \$29.00/month

Effective May 1, 2019 – May 1, 2024 (21-316(C))

3. Refuse Collection Service (per dwelling unit)

(a) 35-Gallon Refuse Cart 3% annual compounding increase over previous year rate charged monthly

(b) 65-Gallon Refuse Cart 3% annual compounding increase over previous year rate charged monthly

(c) 95-Gallon Refuse Cart 3% annual compounding increase over previous year rate charged monthly

Effective May 1, 2024 (21-316(C))

4. Refuse Collection Service (per dwelling unit)

(a) 35-Gallon Refuse Cart: annual increase on avg cart fees of previous calendar year

(b) 65-Gallon Refuse Cart: annual increase on avg cart fees of previous calendar year

(c) 95-Gallon Refuse Cart: annual increase on avg cart fees of previous calendar year

5. Refuse Collection Service (multiple-family dwelling unit exceptions)

(a) Landlord who elects refuse cart sharing: 35-gallon cart rate/tenant (21-316(D))

(b) BLM Housing Authority Units ~~who~~that are excluded from wheeled cart collection: 35-gallon cart rate/tenant (21-316(E))

(c) Downtown Service Area Residents ~~who~~that are excluded from wheeled cart collection: 35-gallon cart rate/tenant (21-316(F))

E. Refuse Cart Exchange or Substitution Cart (21-316(G))

(a) Upsizing Cart: \$30.00

(b) Downsizing Cart: \$0.00

F. Nuisance Administrative Expense: \$100.00/lot or \$400/acre (21-811(B))

G. Nuisance Lien Interest Rate: 6.00%/year (21- ~~811(C)~~316(E))

**HEALTH AND SANITATION (CHAPTER 22)**

A. Construction and Operation of Swimming Pools (22-~~61384~~)

1. Permit Fees – Private Pool: \$10.00

2. Permit Fees – Public Pool: \$90.00

B. Septic Tanks (22-~~70488~~)

1. Permit Fees – Septic Tank, Privy, Sink Drain, or Cesspool: No Fee

C. Massage Establishments and Massage Services

1. Filing of Application and Fee – Massage Establishment: \$25 per quarter year

2. Filing of Application and Fee – Masseur or Masseuse

- (a) Original Application Fee: \$25.00 (22-1007159)
- (b) Renewal Fee: \$10.00 (22-1007183(b))

**LAND SUBDIVISIONS AND PLANNED UNIT DEVELOPMENT CODE (CHAPTER 24)**

A. Submission and Review Procedures

1. Preliminary Subdivision Plan

- (a) Filing Fee (Preliminary Subdivision Plan): \$300.00 plus \$20.00 per lot  
(24- 302(B)3.2.2)
- 2. Plan Review and Inspection Fee: Actual cost incurred by City\* (24-304(C)3.4.3)
- 3. Final Plat
  - (a) Filing Fee (Expedited Subdivision Plat): \$300.00 plus \$20.00 per lot  
(24-305(F)(2)(d)3.5.6(b)(4))

B. Erosion and Sediment Control

1. Erosion and Sediment Control Permit

- (a) Subdivisions with Public Improvements: Fee included with 24-304(C)3.4.3  
(24-603(D)(1)6.3.4(a))
- (b) Sites less than or equal to one (1) acre: \$65.00 (24-603(D)(2)6.3.4(b))
- (c) Sites greater than one (1) acres, but less than or equal to fifty (50) acres: \$65 for first acre plus \$30.00 per acre for each additional acre or part thereof up to 50 acres total (24-603(D)(3)6.3.4(c))
- (d) Sites greater than one (1) acres, but less than or equal to fifty (50) acres: \$65 for first acre plus \$30.00 per acre up to fifty (50) acres, plus \$5.00 for each acre or part thereof over 50 acres total (24-603(D)(4)6.3.4(d))

*\*2% of estimated construction costs of public improvements shall be due prior to plan approval. The balance of actual costs incurred by the City shall be due prior to acceptance of the public improvements and upon the presentation of a statement from the City itemizing the time and costs of the City for the plan review and inspection.*

**MOTOR VEHICLES AND TRAFFIC (CHAPTER 29)**

A. Parking Permits

1. Parking Permit Fees (Contractor, Utility Company, or Other Agency)

- (a) Parking Permit Fees (Daily): \$25.00 per day (29-1608130(A))

- (b) Parking Permit Fees (Monthly): \$50.00 per month (29-~~1608130~~(A))
- (c) Replacement Fee (Lost, Stolen, or Misplaced): \$25.00 (29-~~1608130~~(D))
- (d) Auto Release Fee: \$50.00 (29-~~1608130~~(G))

**B. City Parking System (Fees, Lots, and Garages)**

- 1. Abraham Lincoln Memorial Parking Garages (29-~~2107480~~(B)(1))
  - (a) Hourly Rate: \$1.00
  - (b) Daily Maximum: \$10.00
  - (c) Monthly Rate: \$50.00
- 2. Association of Commerce Parking Garage (29-~~2107480~~(B)(2))
  - (a) Hourly Rate: \$1.00
  - (b) Daily Maximum: \$10.00
  - (c) Monthly Rate: \$50.00
- 3. Major Butler Parking Lot (29-~~2107480~~(B)(3))
  - (a) Monthly Rate: \$50.00
- 4. Arena Parking Garage (29-~~2107480~~(B)(4))
  - (a) Hourly Rate: \$1.00
  - (b) Daily Maximum: \$10.00
  - (c) Monthly Rate: \$50.00
- (e) All other City-owned parking facilities (29-~~2107480~~(B)(3))
  - (a) Monthly Fee: \$50.00

**C. Vehicle Seizure and Impoundment**

- 1. Release Fee – Towed Vehicles
  - (a) Release Fee: ~~\$25.00~~ \$10.00 (29-~~2209(C)~~195(3))
  - (b) Release Fee (Second Vehicle Towed for Violation of Section 29-194A): \$100.00 increasing \$100.00 per each vehicle towed up to and not to exceed \$1,000.00 (29-~~2209(D)~~195(4))
  - (c) Release Fee (Second Vehicle Towed for Violation of Section 29-193): \$100.00 increasing \$100.00 per each vehicle towed up to and not to exceed \$1,000.00 (29-~~2209(E)~~195(5))

**D. Commercial Vehicle Relocator License**

- 1. Application Fee: \$100.00 ~~\$250~~ (29-2510(A))
- 2. Annual License Fee: \$250.00 (29-~~2511~~228(a))

2. ~~Application Fee:~~

~~\$250.00 (29-229)~~

E. Overweight Permit Movements on City Streets

1. Fees for Load Exceeding Maximum Practical Weights:

Specified in Tables 1 and 2  
(29-~~2746285~~)

Category	f	g	h	i	j	k	l	m	n	o	p
Total Axles	6 or more	6 or more	6 or more	6 or more	5	5	4 or more	4 or more	3 or more	3 or more	2
Gross Weight (Max)	88,000	100,000		120,000	88,000	100,000	72,000	76,000	60,000	68,000	48,000
Front tandem or axle (max)/ axles	34,000 /2	44,000 /2	44,000 /2	48,000 /2	44,000 /2	48,000 /2	34,000 /2	44,000 /2	21,000/1	21,000 /1	25,000 /1
Rear tandem or axle (max)/ axles	48,000 /3	54,000 /3	54,000 /3	60,000 /3	44,000 /2	48,000 /2	40,000 /2	44,000 /2	40,000 /2	48,000 /2	
Fee	\$50.00	\$55.00	\$60.00	\$70.00	\$55.00	\$70.00	\$55.00	\$70.00	\$55.00	\$60.00	\$55.00

Gross Weight	Total Axles	No Axle Exceeds	Fee
120,001 – 129,999	7 or more	25,000	\$180.00
130,000 – 139,999	7 or more	25,000	\$190.00
140,000 or more	8 or more	25,000	\$200.00

*\*Fees for Round Trip Movements will be calculated at 1.5 times the Single Trip Movement fees listed in Table 1 and 2*

2. Extended Term Permits (3-month extended term permits):

\$250.00 (29-~~2747289(a)~~)

3. Supplement Permit Fees:

\$15.00 (29-~~2748287~~)

F. Engineering Inspections and Investigations

1. Engineering Inspections and Investigations Fees (Normal)

(29-~~2750289(A)~~)

(a) Bridge Structural Analysis:

\$60.00 per hour plus computer costs

(b) Pavement Structural Analysis:

\$60.00 per hour

(c) Field Investigation of Movement Feasibility:

\$60.00 per hour

(d) Accompanying the Move:

\$60.00 per hour

(e) Interim or final inspection for damages:

\$60.00 per hour

2. Engineering Inspections and Investigations Fees  
(Unusually Large Movements) (29-~~2750~~289(B))
  - (a) Bridge Structural Analysis: \$60.00 per hour
  - (b) Pavement Structural Analysis: \$60.00 per hour
  - (c) Field Investigation of Movement Feasibility: \$60.00 per hour for each Employee
  - (d) Accompanying the Move: \$60.00 per hour for each Employee
  - (e) Interim or final inspection for damages: \$60.00 per hour for each Employee

### **PARKS AND CEMETERIES (CHAPTER 31)**

#### A. City Sexton

##### Fee Schedule:

- For each grave for interment of person under ten (10) years of age: \$50.00 (31-1310)
- For each grave for interment of person over ten (10) years of age: \$60.00 (31-1310)
- For each exhumation of a person: \$80.00 (31-1310)
- For other services performed: Materials and labor, plus 25% to cover overhead (31-1310)

### **SECONDHAND DEALERS (CHAPTER 32)**

#### A. Secondhand Dealers

1. Application Fee: ~~\$250~~100.00 (32-~~1044~~02)
2. License Fee: —1st Year \$500.00 (32-~~1044~~03)
- ~~—3. License Fee—Continuous Years \$250.00 (32-103)~~

### **PLUMBING CODE (CHAPTER 34)**

#### A. Contractor Registration

##### 1. Plumbing Contractor License Fee

- (a) Annual License Fee: No Fee (34-~~2015~~)
- (b) Renewal Late Fee: No Fee (34-~~2015~~)

#### B. General Rules and Regulations

1. Lawn Sprinkler Application (Lawn Sprinkler Contractors): \$30.00 per system (34-~~406~~24.4)

#### C. Regulations on Cross Connections Control

##### 1. Cross Connection Control Devices (Back Flow Prevention Devices) Fees

- (a) Survey Filing Fees (Biennial): \$60.00 (34-~~51655~~(A))
- (b) Inspection: \$60.00 per hour (34-~~51655~~(B))

(c) Annual Certification of Cross Connection  
Control Device (Block Flow Device):

\$40.00 (34-51655(C))

D. Fees

1. Minimum Permit Fee:

\$30.00 (34-705117(A))

2. Fee Chart:

(34-705117(A))

Aspirators		\$15.00
Backwater Valve		\$15.00
Bathtub With or Without Shower		\$15.00
Bidets		\$15.00
Cuspidors		\$15.00
Dishwashers:	Residential	\$15.00
	Commercial	\$15.00
Disposals:	Garbage	\$15.00
Drains:	Floor Drain	\$15.00
	Roof Drain	\$15.00
	Carwash or Repair Garage	\$15.00
	Trench Drain	\$15.00
	Open Site Drain	\$15.00
	Parking Lot Drain	\$15.00
Fountains:	Drinking Fountain	\$15.00
	Water Fountain	\$15.00
Grease Interceptor		\$30.00
Oil Interceptors		\$30.00
Lawn Sprinkler:	Each Sprinkler Head	\$1.00
Irrigation System		\$30.00
Lavatory/Hand Sink		\$15.00
Medical Equipment:	Instruments, Utensils, Etc.	\$15.00
	Sinks	\$15.00
	Emergency Showers	\$15.00
Pools:	Spas	\$15.00
	Whirlpools	\$15.00
	Private Pools	\$30.00
Pumps:	Water Pressure Built-In	\$30.00

	Sewage Injection Pump	\$30.00
	Circulating Pump	\$15.00
Water/Sewer:	Water Service	\$30.00
	Sanitary Sewer Service	\$30.00
	Storm Sewer Connection	\$30.00
Shower:	Stall or Compartment	\$15.00
Sinks:	Kitchen Sink	\$15.00
	3 Compartment Sink	\$15.00
	Laundry (tub) Sink	\$15.00
	Service (Mop) Sink	\$15.00
	Bar Sink	\$15.00
	Surgeon, Pantry, Bedpan	\$15.00
Softener	Water Softener/Filtration	\$30.00
Sprinkler System:	Service Connection	\$30.00
	Backflow Preventer	\$30.00
Tanks:	Water Supply	\$30.00
	Pressure Tanks	\$30.00
Traps, Standpipes, Etc.		\$15.00
Urinals:	Wall or Floor Type	\$15.00
Waterclosets:	Floor or Wall Mounted	\$15.00
Water Heaters:	Domestic or Residential	\$30.00
	Commercial	\$30.00
	Replacement with Piping	\$30.00
Washer:	Clothes	\$15.00
	Garbage Can	\$15.00

3. Pipe Replacement Fee: (See Building Code Table 1 Fee Schedule – Chapter 10)  
(34-705447(B))
4. Minor Repairs: \$30.00 (34-705447(C))
5. Pipe Work: (See Building Code Table 1 Fee Schedule – Chapter 10) (34-705447(D))
6. Owner Occupied – Single Family Residence  
(Owner as Contractor): 50% surcharge (34-705447(E))
7. Fee Surcharge (Construction without Permit): 100% surcharge, but not less than \$50.00  
(34-705447(F))
8. Re-Inspection Fee: \$50.00 (34-705447(G))

## **POLICE DEPARTMENT (CHAPTER 35)**

### **A. Fees for Certain Services**

1. Fingerprint Requests: \$40.00 ~~\$20.00~~ per fingerprint card (35-13230)
2. Traffic Accident Reports
  - (a) Standard Traffic Accident Reports: \$5.00 (35-13334)
  - (b) Investigated Traffic Accident Reports: \$20.00 (35-13334)

### **B. Supplemental Police Department Fees (35-13434.5)**

#### **1. Police Department Service Fees**

- (a) Subpoena Duces Tecum Fees: \$25.00

#### **2. Sex Offender Registration**

- (a) Violent Offender Against Youth: \$20.00 for initial registration  
and \$10.00 thereafter

#### **3. Towing Violations**

- (a) Impound Fee: \$400.00
- (b) Tow Release Fee: \$10.00

#### **4. False Alarm Service Policy**

- (a) False Alarm – First four in calendar year: No Fee
- (b) False Alarm – Fifth in calendar year: ~~\$250.00~~ per each
- ~~(c) False Alarm – Sixth and every succeeding day with a false alarm: ~~\$250.00~~ per day each~~

## **WASTE COLLECTORS OR WASTE HAULERS (CHAPTER 36)**

### **A. Waste Collectors or Waste Haulers**

1. Application Fee: \$100.00 (36-104)
2. Annual License Fee: \$100.00 (36-104)

## **SEXUALLY ORIENTED ENTERTAINMENT BUSINESSES (CHAPTER 37.5)**

### **A. Sexually Oriented Entertainment Business**

1. Administrative Processing Fee: \$250.00 (37.5-6076.7(B))
2. Annual License Renewal Fee: \$250.00 (37.5-6076.7(B))

## **STREETS, SIDEWALKS AND OTHER PUBLIC WAYS (CHAPTER 38)**

### **A. General Regulations**

1. Loudspeakers or Radio Broadcasting Equipment Permit: \$2.00 (38-11748)

B. Sidewalks

- 1. Public Sidewalk Construction Permit: \$40.00 (38-~~202~~47(B))
- 2. Public Sidewalk Construction Permit (Construction Prior to Permit Issuance): \$70.00 (38-~~202~~47(B))
- 3. Street Closure Permit (Permission to Restrict City Streets): No Fee (38- ~~217~~(A)~~63~~)

C. Obstruction and Encroachments

- 1. Street Closure Permit (Obstruct Sidewalk, Parkway, and/or Parking Lane) (38-~~303~~78(A)(2))
  - (a) Street Closure Permit (Up to 2 weeks): \$40.00
  - (b) Street Closure Permit (More than weeks, but less than one month): \$70.00
- 2. Street Closure Permit (Obstruct Traffic Lane) (38-~~303~~78(B)(2))
  - (a) Street Closure Permit: \$10.00 per day
  - (b) Street Closure Permit (Obstruction Prior to Permit Issuance): \$20.00 per day
- 3. Mailbox Policy
  - (a) Mailbox Permit: No Fee (38-~~309~~83.4)
  - (b) Damage Reimbursement Cap: \$150.00 (38-~~313~~83.5)

D. Excavations

- 1. Excavation/Utility Permits (38-~~401~~87(B))
  - (a) Excavation Permit (No cut of curbing or pavement): \$40.00
  - (b) Excavation Permit (with cut of curbing or pavement): \$40.00 plus deposit-  
Deposit of \$100 for water main and \$200 for sewer main for each permit requiring cut in street curbing or pavement
  - (c) Excavation Permit (Excavation Prior to Permit Issuance): \$80.00

E. Driveways

- 1. Permits for Driveways Approaches (Curb Cuts) (38- ~~602~~(B)(3)~~423~~(e))
  - (a) Driveways Approach Permit: \$40.00
  - (b) Driveway Approach Permit (Construction Prior to Permit Issuance): \$80.00

F. House Movers

- 1. Annual License Fee: \$75.00 (38-~~702~~139)

G. Soliciting Funds on Sidewalks and Public Ways

- 1. Soliciting Permit Fee: No Fee (38-~~905~~164)

H. Sales from Vehicles, Carts, Etc. (Street Vendors)

- 1. License FeesRequired

- (a) Annual Fee  
(Locations in the Downtown Business Districts): \$250.00 (38-~~923166-2~~(D)(1))
- (b) Annual Fee  
(Locations outside Downtown Business Districts): \$250.00 (38-~~923166-2~~(D)(2))
- (c) Non-Annual Fee (All locations)
  - (1) Less than one week: \$20.00 per day (38-~~923166-2~~(D)(3))
  - (2) One week: \$100.00 per week (38-~~923166-2~~(D)(3))

I. Sidewalk Café

- 1. Annual Permit Fee: \$100.00 (38-~~942(D)167-2~~)

**VEHICLE FOR HIRE (CHAPTER 40)**

A. Vehicle for Hire Companies

- 1. Application Fee: \$250.00 (40- ~~207202~~)
- 2. License Fees
  - ~~(a)~~ Annual License Fees: \$250.00 (40-207)
  - ~~(b)~~ Annual Fee per Vehicle: \$100.00 (40-207)
- ~~43.~~ Investigation Fee: Determined by City Contract Fee (~~40-203~~)

B. Drivers Permit

- 1. Application Fee: \$100.00 (40-302)
- 2. Annual Permit Fee: \$50.00 (40-302)
- 3. Replacement of Permit: \$10.00 (40-307)
- 4. Investigation Fee: Determined by City Contract Fee (~~40-302~~)

C. Transportation Network Providers

- 1. Application Fee: \$400.00 (40-904(A))
- 2. Annual License Fee: \$3,000.00 (40-905(A))

**TOBACCO (CHAPTER 41)**

A. ~~Licensing the Sale of Tobacco~~

- 1. Application Fee: ~~\$250~~100.00 (41-~~104103~~)
- 2. Annual License Fee: \$250.00 (41-104)

## MOBILE HOME PARKS & HOUSE-CAR TRAILERS (CHAPTER 43)

### A. Manufactured Home Park RegistrationLicenses

#### 1. RegistrationLicenses

- (a) Application Fee: \$400.00 (43-~~1043~~-4)
- (b) Annual RegistrationLicense Fee: \$200.00, plus \$5.00 per each lot (43-~~1043~~-4)
- (c) RegistrationLicense Transfer: \$100.00 (43-~~1043~~-3)

## ZONING (CHAPTER 44)

### A. General Provisions

#### 1. Accessory Buildings and Uses

- (a) Temporary Sales: \$50.00 filing fee per location or annual fee of \$250.00 per month or portion of a month that delinquency has continued (~~44-907~~)(9-7)
- (b) Accessory Use Permit (Initial): \$100.00
- (c) Accessory Use Permit (Annual) Renewal: \$25.00

### B. Schedule of Fees\*

- 1. Text or Zoning Map Amendments: \$325.00
- 2. Special Use Permits: \$325.00
- 3. Planned Unit Developments: See Ch. 24, ~~Division 3~~
- 4. Legislative Site Plan Reviews: \$325.00
- 5. Appeals: \$325.00
- 6. Zoning Verification Letter: \$15.00
- 7. Variation or Interpretation: \$325.00

*\*In addition to the filing fee cited hereinabove, the applicant shall be responsible for paying the City for the cost of any recording fees that result from City Council action on the subject case.*

## PROPERTY MAINTENANCE CODE (CHAPTER 45)

### A. Property Maintenance Inspection

#### 1. Fees

- (a) Re-Inspection Fee: \$25.00 (45-103.5(a))
- (b) Inspection Fee for Code Compliance (Per Instructor): \$10.00 (45-103.5(a))

### B. Rental Property Inspection

- 1. Fees (45-900.13(a))

- (a) Annual Registration Fee (Per Building or, if more than one rented condominium unit with building, then \$65 per rented unit): \$65.00
- (b) Additional Registration Fee (Per Unit in Building with 3 or more units): \$5.00
- (c) Missed Inspection Fee (Per Building or condominium): \$75.00
- (d) Second Re-Inspection Appointment Fee: \$100.00
- (e) Late fees on billing statements: 10% interest per month on outstanding balance

C. Neighborhood Preservation

1. Fees (45-3054100.5(A))

- (a) Derelict Building Registration Fee (Initial Term): \$30.00
- (b) Annual Derelict Renewal Registration: \$100.00
- (c) Vacant Commercial Building Registration Fee: \$0.00  
(Registration is good for 12 months)
- (d) Vacant Building Renewal Registration: \$0.00



**CONSENT AGENDA ITEM NO. 7.W.**

**FOR COUNCIL:** April 28, 2025

**WARD IMPACTED:** City-Wide Impact

**SUBJECT:** Consideration and Action on an Ordinance Amending Section 1204 of Chapter 39 of the Bloomington City Code to Exempt Military Veterans Rated as 100% Service-Connected Disability as Determined by the United States Veterans Administration from the City's Vehicle Use Tax, as requested by the Legal Department.

**RECOMMENDED MOTION:** The proposed Ordinance be approved.

**STRATEGIC PLAN LINK:**

Goal 3. Grow the Local Economy

**STRATEGIC PLAN SIGNIFICANCE:**

Objective 3e. Strong working relationship among the City, businesses, economic development organizations

**BACKGROUND:** The Mayor and City Manager are recommending that the Council recognize that the Military service and economic hardship of veterans rated as 100% disabled by the United States Veterans Administration by exempting them from paying the City's vehicle use tax.

**COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED:** N/A

**FINANCIAL IMPACT:** It is not known the exact dollar amount that is collected from the City's Vehicle Use Tax from veterans rated as 100% disabled by the United States Veterans Administration.

Respectfully submitted for consideration.

Prepared by: Katarina Belt, Legal Assistant

**ATTACHMENTS:**

[LGL 2B Ordinance](#)

[LGL 2C Ordinance - Exhibit A](#)

**ORDINANCE NO. 2025 - \_\_\_\_**

**AN ORDINANCE AMENDING SECTION 1204 OF CHAPTER 39 OF THE BLOOMINGTON CITY CODE TO EXEMPT MILITARY VETERANS RATED AS 100% SERVICE-CONNECTED DISABILITY AS DETERMINED BY THE UNITED STATES VETERANS ADMINISTRATION FROM THE CITY'S VEHICLE USE TAX**

**WHEREAS**, the City of Bloomington, McLean County, Illinois (hereinafter "City") is an Illinois home-rule municipality with authority to legislate in matters concerning its local government and affairs; and

**WHEREAS**, the detailed proposed code changes are attached (Exhibit A); and

**WHEREAS**, the City Council is responsible for managing the City Code; and

**WHEREAS**, the City Council finds it appropriate to recognize the Military service and economic hardship of veterans who have a service-connected disability rated as 100% by the United States Veterans Administration by exempting them from paying the City's vehicle use tax.

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

**SECTION 1.** That Chapter 39, Section 39-1204 of the Municipal Code of the City of Bloomington, Illinois, 1960, as amended, is hereby amended to read as set forth in Exhibit A (additions underlined and deletions stricken).

**SECTION 2.** The City Clerk is authorized and directed to publish this Ordinance in pamphlet form as provided by law.

**SECTION 3.** This Ordinance shall take effect immediately after passage.

**SECTION 4.** This Ordinance is adopted pursuant to Home Rule Authority granted to the City of Bloomington by Article VII, Section 6 of the Illinois Constitution, 1970.

**PASSED** this 28th day of April 2025.

**APPROVED** this \_\_\_\_ day of April 2025.

**CITY OF BLOOMINGTON**

**ATTEST**

\_\_\_\_\_  
Mboka Mwilambwe, Mayor

\_\_\_\_\_  
Leslie Smith-Yocum, City Clerk

## EXHIBIT A

### Chapter 39: Taxation

#### § 39-1204. [Ch. 39, Sec. 143] Exemptions.

A. Purchases or uses of tangible personal property under the following circumstances shall not be subject to the tax imposed by this article:

- (1) The proceeds for the sale of motor vehicles to military veterans with a 100% service connected disability as determined by the United States Veterans Administration, or ~~the~~ the proceeds from the sales of motor vehicles of the first division, or any motor vehicle of the second division which is on the van configuration designed for the transportation of not less than seven nor more than 16 passengers, as defined in Section 1-146 of the Illinois Vehicle Code (Ill. Rev. Stat. ch. 95°, @ 1-146, et seq.) which are used for automobile renting as defined in the Automobile Renting Occupation and Use Tax Act (Ill. Rev. Stat. ch. 120, @ 170);1

...



**CONSENT AGENDA ITEM NO. 7.X.**

**FOR COUNCIL:** April 28, 2025

**WARD IMPACTED:** City-Wide Impact

**SUBJECT:** Consideration and Action on an Ordinance Amending the Bloomington City Code Updating Chapter 44 Pertaining to Text Amendments to the Zoning Code Relating to Use Tables, Definitions, Landscaping, and Screening, as requested by the Development Services Department.

**RECOMMENDED MOTION:** The proposed Ordinance be approved.

**STRATEGIC PLAN LINK:**

- Goal 1. Financially Sound City Providing Quality Basic Services
- Goal 3. Grow the Local Economy
- Goal 5. Great Place - Livable, Sustainable City

**STRATEGIC PLAN SIGNIFICANCE:**

- Objective 1d. City services delivered in the most cost-effective, efficient manner
- Objective 3e. Strong working relationship among the City, businesses, economic development organizations
- Objective 5a. Well-planned City with necessary services and infrastructure

**BACKGROUND:** Per § 44-1706B, text amendments may be proposed by City Staff. The following are recommendations for improvements or additions to the existing Zoning Code for the City of Bloomington (Chapter 44).

The following items are provided for consideration and are discussed in detail in the [Staff Report found online here](#).

- Term Change: “Economic and Community Development” to “Development Services”
- Changes to Household Living Uses Permission in Manufacturing Districts
- Adjustment to Commercial and Industrial Permissions in Manufacturing Districts
- Creation of “Data Center” Use and Associated Use Provisions
- Addition of “Catch All” Industrial Use Categories and Associated Definitions

On March 5, 2025, the Planning Commission held a public hearing on Z-01-25, established findings of fact that the proposed text amendments are in the public interest, and passed *Planning Commission Resolution No. 2025-01* (attached), recommending approval to City Council.

Following the Planning Commission hearing, internal review of the amendments resulted in additional changes to Article 17 (Administrative Procedures); that Article has been removed from consideration at this time and the additional changes will be reviewed again by the Planning Commission prior to Council review. One additional correction was identified and has been made to Table 602A, related to Vehicle Salvage and Wrecking; this use shares the same definition as Junkyard, and yet was assigned differently in the use table and was missing the

related Use Provision reference (§ 44-1022). Despite the use of synonyms to create multiple uses for ease of understanding, two uses with the same definition can not be treated differently in fact or in administration. For clarity, the more stringent existing condition has been assigned to both uses and the missing Use Provision reference was added.

**COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED:** Notice was published in *The Pantagraph* on Friday, January 17, 2025. The February 5, 2025, meeting noticed in the publication was subsequently cancelled, and this case was automatically deferred until this March 5 meeting; no additional notice was required.

**FINANCIAL IMPACT:** Potential increase in property taxes if new commercial uses are developed in conformance with additional permissions; potential increase in property value as nonconforming uses become conforming; rare decrease in property value if conforming use(s) become nonconforming but this is mitigated by existing nonconforming use protections.

Respectfully submitted for consideration.

Prepared by: Alissa Pemberton, City Planner

**ATTACHMENTS:**

[DSD 1B Ordinance](#)

[DSD 1C Ordinance - Exhibit A - Code Changes](#)

[DSD 1D Planning Commission Resolution No 2025-01](#)

ORDINANCE NO. 2025 - \_\_\_\_\_

**AN ORDINANCE AMENDING THE BLOOMINGTON CITY CODE UPDATING CHAPTER 44  
PERTAINING TO TEXT AMENDMENTS TO THE ZONING CODE RELATING TO USE  
TABLES, DEFINITIONS, LANDSCAPING, AND SCREENING**

**WHEREAS**, the City of Bloomington, McLean County, Illinois (hereinafter “City”) is an Illinois home-rule municipality with authority to legislate in matters concerning its local government and affairs; and

**WHEREAS**, the detailed proposed code changes are attached (Exhibit A); and

**WHEREAS**, the City Council is responsible for managing the City Code; and

**WHEREAS**, pursuant to § 44-1706B, staff of the Development Services Department initiated a request to amend the text of the Zoning Code [Chapter 44] modifying Manufacturing District use tables, creating additional uses and associated definitions, modifying parking lot landscape requirements, and modifying definitions and administrative procedures; and

**WHEREAS**, the Planning Commission (COMMISSION), after proper notice was given, on March 5, 2025, conducted a public hearing on said request for text amendments of the City Code Chapter 44, as set forth in Exhibit A (AMENDMENTS); and

**WHEREAS**, following said public hearing, the COMMISSION passed *Planning Commission Resolution No. 2025-01*, finding that the proposed AMENDMENTS are in the public interest and recommending that Council pass this Ordinance; and

**WHEREAS**, Council is authorized to adopt this Ordinance and approve said AMENDMENTS.

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

**SECTION 1.** That Chapter 44 of the Municipal Code of the City of Bloomington, Illinois, 1960, as amended, is hereby amended to read as set forth in Exhibit A (additions underlined and deletions stricken).

**SECTION 2.** The Bloomington City Code is hereby further amended by renumbering, redesignating, and reformatting the chapters and subsections as needed to conform to the above-referenced amendments and removals.

**SECTION 3.** Council hereby adopts the findings of fact of the COMMISSION and the request for AMENDMENTS to Chapter 44, as set forth in Exhibit A, is hereby approved.

**SECTION 4.** In the event that any section, clause, provision, or part of this Ordinance shall be found and determined to be invalid by a court of competent jurisdiction, all valid parts that are severable from the invalid parts shall remain in full force and effect.

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

**SECTION 6.** This Ordinance shall take effect immediately after passage.

**SECTION 7.** 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.

**PASSED** this 28th day of April 2025.

**APPROVED** this \_\_\_\_ day of April 2025.

**CITY OF BLOOMINGTON**

**ATTEST**

\_\_\_\_\_  
Mboka Mwilambwe, Mayor

\_\_\_\_\_  
Leslie Smith-Yocum, City Clerk

**EXHIBIT A**

**Chapter 44  
Zoning Code of the City of Bloomington, Illinois**

Comprehensive review and replacement of Chapter 44 (Zoning) for the following:

- 1) “~~Economic and Community Development Department~~” to be replaced with “Development Services Department”
- 2) “~~Director of Economic and Community Development~~” to be replaced with “Director of Development Services”

**§ 44-602 [Ch. 44, 6-2] Manufacturing District – permitted and special uses.**

Table 602A: Manufacturing District - Permitted and Special Uses			
	M-1	M-2	Reference
<b>Agricultural</b>			
Apiary, Beekeeping	S		§ 44-1005
Aquaculture, Aquaponics, Hydroponics	P	P	
Animal Breeding Services	P <sup>1</sup>	P <sup>1</sup>	
Fish Hatcheries, Poultry Hatcheries	P <sup>1</sup>	P <sup>1</sup>	
Horticultural Services	P	P	
Urban Agriculture	P	P	
Urban Garden	P		
<b>RESIDENTIAL</b>			
<b>Household Living</b>			
Dwelling, Single-Family	P <sup>2</sup>	P <sup>2</sup>	
Dwelling, Multiple-Family	S	<del>S</del>	
<u>Dwelling, Single-Family Attached</u>	<u>S</u>		
<u>Live/Work</u>	<u>P</u>		
<b>Group Living</b>			
Adult and Juvenile Detention Facilities	S	S	
<b>INSTITUTIONAL</b>			
<b>Education</b>			
Business and Trade Schools	P	S	
College and University Classrooms	S		
<b>Government</b>			
Animal Detention Facilities, w/o outdoor exercise area	P <sup>1</sup>	P <sup>1</sup>	
Animal Detention Facilities, with outdoor exercise area	S	<del>S</del> P <sup>1</sup>	§ 44-1004
Government Services and Facilities	P	P	
Military Bases, Depots, Communication Facilities	S	S	
Police Stations, Fire Stations	P	P	
<b>Religious</b>			
Place of Worship	S		

Table 602A: Manufacturing District - Permitted and Special Uses

	M-1	M-2	Reference
<b>Other Institutional, Cultural</b>			
Emergency Shelters	P	S	§ 44-1047
<b>COMMERCIAL</b>			
<b>Aircraft and Automotive</b>			
Car Wash	P <sup>1</sup>		§ 44-1009
Farm Machinery Sales and Service	P <sup>1</sup>	P <sup>1</sup>	
Towing Services	<u>P<sup>1</sup></u>	<u>P<sup>1</sup> S</u>	
Truck Stops, Truck Plazas	P <sup>1</sup>		
Truck Wash	P <sup>1</sup>	P <sup>1</sup>	
Vehicle Fueling Station	P	P	
Vehicle Repair and Service	P <sup>1</sup>	P <sup>1</sup>	§ 44-1034
Vehicle Rental Service	P <sup>1</sup>	P <sup>1</sup>	
Vehicle Sales and Service	P <sup>1</sup>	S	
Vehicle Salvage and Wrecking Operations		<u>S P<sup>1</sup></u>	<u>§ 44-1022</u>
Vehicle Storage	P <sup>1</sup>	P <sup>1</sup>	
<b>Entertainment and Hospitality</b>			
Entertainment and Exhibition Venues	S		
Sports and Fitness Establishments	<u>S P</u>		
<b>Offices</b>			
Financial Services	P		
General Offices, Business of Professional	P	P	
Materials Testing Facility	P	P	
Medical or Dental Office or Clinic	P		§ 44-1024
Medical Laboratory Facility	P	P	
Printing, Copying and Mailing Services	P	P	
Research Facility or Laboratory	S	P <sup>1</sup>	
<b>Personal Services</b>			
Clothing Care: Tailor, Dry Cleaning, Coin Laundry, Shoe Repair, etc.	P		
Instructional Studios	S		
Kennels, with no outdoor exercise areas	P <sup>1</sup>	P <sup>1</sup>	
Kennels, with outdoor exercise areas	S	<u>S P<sup>1</sup></u>	<u>§ 44-1004</u>
Personal Care: Barber Shop, Beauty Salon, Day Spa, etc.	P		
Pet Care: Grooming, day care, training	P	P	
Veterinary Office or Clinic	<u>P<sup>2 3</sup></u>	<u>P<sup>2 3</sup></u>	
Day-care centers	S		
<b>Retail and Service</b>			
Adult-use cannabis dispensing organization	S	S	§ 44-1039
Artisanal/Craft Production and Retail	P	P	
Auction Houses	P	P	
Bars, Taverns, Nightclubs	P <sup>1</sup>		
Building Materials and Supplies	P	P	
Catering Services	P	P	
Manufactured and Mobile Home Sales	P	P	§ 44-1023

Table 602A: Manufacturing District - Permitted and Special Uses

	M-1	M-2	Reference
Medical Marijuana Dispensing Organization	P <sup>1</sup>	P <sup>1</sup>	
Restaurants, Cafeterias	P	P	
Retail Sales, General	S	S	
Retail sales, Outdoor	<u>S P<sup>1</sup></u>	<u>P</u>	
Specialty Food Shops	S	S	
<b>INDUSTRIAL</b>			
<b>Manufacturing and Production, Light</b>			
Apparel, Fabrics, Leather Industries	P	P	
Commercial Cleaning and Repair Services	P	P	
Commercial Community Kitchen	P	P	
Crematories	S <sup>3</sup>	S <sup>3</sup>	
Electronics Assembly Plants	P	P	
Fabricated Metal Industries	<u>S P<sup>1</sup></u>	<u>P<sup>4</sup> P</u>	
Furniture and Fixtures Industries	P	P	
Lumber and Wood Industries	P	P	
Professional, Scientific Industries	P	P	
Secondary Manufacturing Assembly Plants	S	P	
Textile Mill Products Industries		P <sup>1</sup>	
Trade and Construction Services	P	P	
Wholesaling, Distribution and Storage Facilities	P <sup>1</sup>	P <sup>1</sup>	
<b>Manufacturing and Production, Heavy</b>			
Asphaltic Concrete Plants		S	§ 44-1006
Chemicals and Allied Industries		P	
Food and Kindred Industries	P <sup>1</sup>	P	
Paper and Allied Products Industry	P	P	
Petroleum Refining, Related Uses	S		
Mining, Quarrying		S	§ 44-1025
Primary Metal Industries		P	
Recycling Facility		S	§ 44-1028
Refractory Lined Pit Burners		S	§ 44-1029
Refuse Disposal Services		S	§ 44-1028
Rubber and Plastic Industries		P	
Sanitary Landfills		S	§ 44-1028
Solid Waste Disposal Area		S	§ 44-1028
Stone, Clay, Glass Industries	S	P	
Waste Transfer Station		S	§ 44-1028
<b>Storage and Equipment Yards</b>			
Aircraft Storage	P	P	
Composting Facility	P	P	
<u>Data Centers</u>	<u>P<sup>1</sup></u>	<u>P</u>	<u>§ 44-1048</u>
Junkyards		S	§ 44-1022
Marine Craft Storage, Marinas	P <sup>1</sup>	P <sup>1</sup>	
Mini Warehouses	P <sup>1</sup>	P <sup>1</sup>	§ 44-1026
Parking Lot, Commercial	P <sup>1</sup>	P <sup>1</sup>	
Petroleum Products Storage	P	P	

Table 602A: Manufacturing District - Permitted and Special Uses			
	M-1	M-2	Reference
Railroad Marshalling Yards		S	
Warehouse	P	P	
<b>Transportation</b>			
Bus and Taxi Passenger Terminals	P		
Heliports, Heliport Terminals	S	S	
Rail Passenger Terminals	P		
<b>Utilities</b>			
Electricity or Natural Gas Production Plant		S	
Nuclear Power Plant		S	
Private Solar Energy Conversion Facilities	P	P	§ 44-1031
Private Wind Energy Conversion Facilities	P	P	§ 44-1036
Public or Private Utility Facility, Minor	P	P	
Radio, Television Stations-Towers	P	P	
Wireless Communication Facilities	P <sup>4</sup>	P <sup>4</sup>	§ 44-1037
<b><u>Light Industrial Uses Not Elsewhere Classified</u></b>	<b><u>S</u></b>	<b><u>P<sup>1</sup></u></b>	
<b><u>Heavy Industrial Uses Not Elsewhere Classified</u></b>		<b><u>S</u></b>	

Notes:

1. A Special Use is required when the use adjoins a Residential District boundary line.
2. The dwelling unit is allowed only as an accessory residence, intended for occupancy by ~~for~~ watchmen or caretakers of business or industrial uses permitted in that zoning district.
3. A structure containing a Crematory shall be located no closer than 300 feet to a Residential District boundary line.
4. The use is permitted as a principal use provided that the maximum height of the Wireless Communication Facility shall not exceed one foot for each two feet that such Wireless Communication Facility is set back from Protected Residential Property.

**§ 44-1048 – Data Centers.**

A. Administrative site plan approval shall be required pursuant to § 44-1709 of this Code.

B. Design

(1) Architectural Standards.

- (a) Frontage. Any building elevation adjacent to a public right-of-way must include either:
  - i. A change in the primary facade surface for every approximately 150 horizontal feet of at least one of the following: building material, pattern, texture, color, or accent material; or
  - ii. A minimum of thirty percent (30%) of the primary facade shall be comprised of windows, doors, or similar fenestration design features such as faux windows that are generally distributed horizontally and vertically across the façade.
- (b) Entry. A data center building must include a primary entrance feature that is differentiated from the remainder of the building façade by a change in building

material, pattern, texture, color, or accent material. The entrance feature must also either project or recess from the adjoining building plane.

(c) Non-frontage public façades. All façades adjacent to an exterior property line shall be designed to complement local architectural character or to blend and reduce the visual impact on the surrounding landscape. For large sites, this applies only to the first set of buildings inside the property line that may be viewed from an exterior site; buildings visible only from the interior of the site are exempt from these architectural standards. See Figure § 44-1048B1 (Example Large Site Data Center Design and Buffering Standards Plan).

(2) Height of necessary appurtenances. Chimneys, parapet walls, cooling towers, elevator bulkheads, fire towers, antennas or other necessary appurtenances commonly constructed above the roof line shall be permitted to exceed the maximum height limitations of the district in which they are located if they comply with all other pertinent ordinances of this municipality but may not exceed 65 feet. The height shall be measured as the vertical distance from the average finished grade nearest the structure to the highest point of the structure. See Figure § 44-1048B2 (Measurement of Height for Appurtenance Structures).

Figure § 44-1048B1 Example Large Site Data Center Design and Buffering Standards Plan

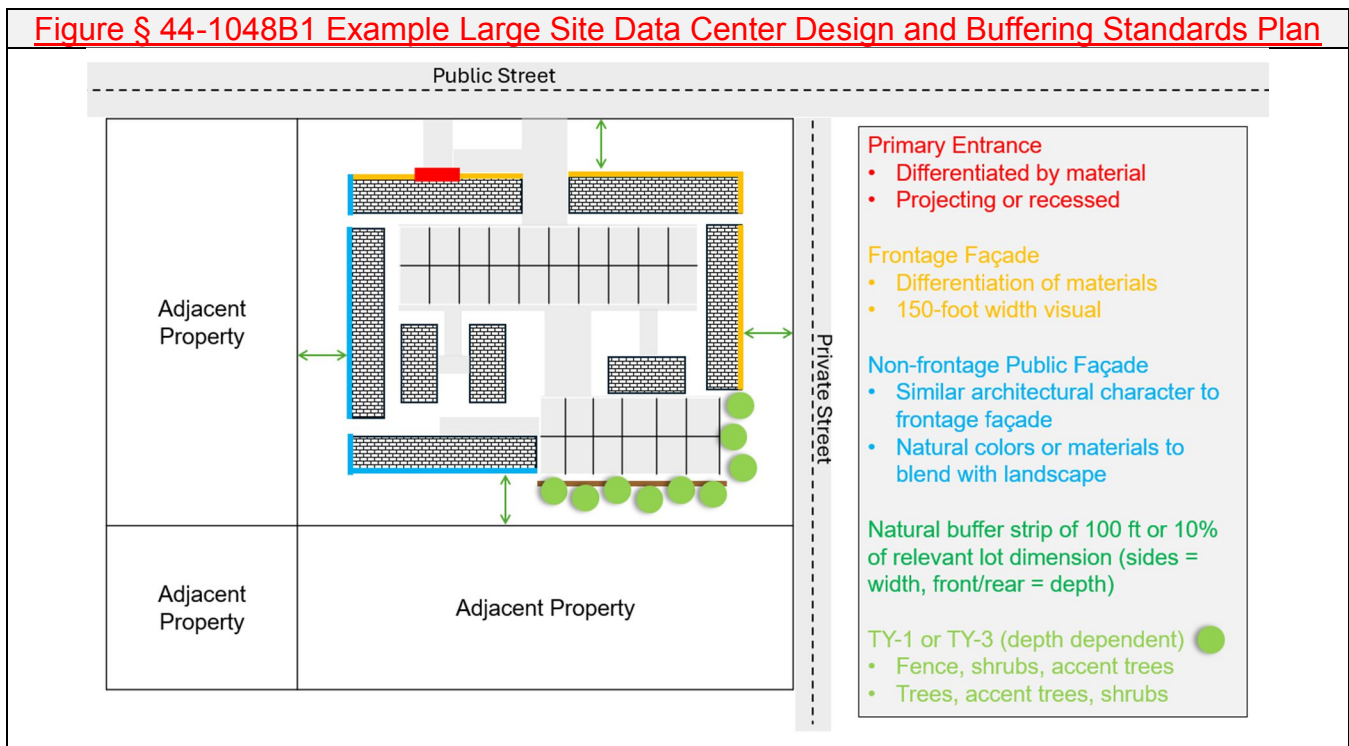
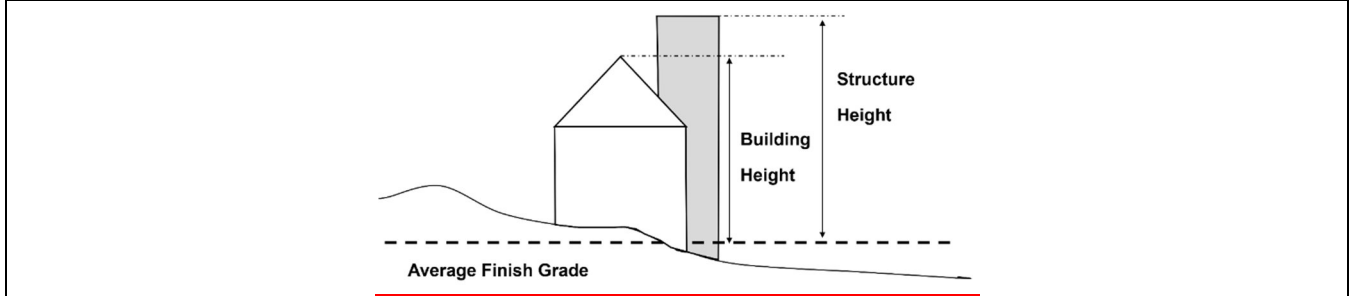


Figure § 44-1048B2 Measurement of Height for Appurtenance Structures



C. Parking and circulation.

- (1) Off-Street Parking shall be provided at a rate of at least 1.5 spaces per employee and shall be provided for each phase of development prior to the occupancy of such.
- (2) With the exception of equipment and material storage areas, all parking and traffic circulation areas shall be hard surfaced.
- (3) The facility shall have a driveway paved with an approved concrete or asphalt/concrete surface and at least 25 feet wide wherever any continuous truck traffic is proposed.
- (4) All secure entry points shall be designed and constructed to provide a safe turning radius for a 26-foot truck, on the public side, to prevent the requirement of backing for exit onto the public road.

D. Buffers and screening. In addition to the requirements of Article XIII of this Code, the following minimum buffers and screening shall be required.

- (1) A natural buffer strip, of at least 100 feet or 10% of the relevant lot dimension (width for side yards, depth for front and rear yards), whichever is less.
- (2) Portions of the property line that are not taken up by facades that comply with the architectural standards of § 44-1048A(1) shall include at least the treatment of TY-1 if the required yard is less than 10 feet, and TY-3 if the required yard is 10 feet or greater, according to the yard types established in § 44-1306B(2)(c). See Figure § 44-1048B1 (Example Large Site Data Center Design and Buffering Standards Plan).
- (3) Roof mounted mechanical units shall not require screening, unless the total building height and unit height together exceed 2.5 stories or 35 feet.

E. Noise.

- (1) The standards of § 44-911C shall apply to this when located in the B-1 or M-1 zoning district.
- (2) Low frequency noise readings shall not exceed the following:
  - (a) 50 decibels adjacent to such use's lot line;
  - (b) 35 decibels at 25 feet from such lot line; and
  - (c) 30 decibels at 50 feet from such lot line.

F. Other code compliance. The proposed use shall comply with all applicable regulations, including but not limited to, of the United States and/or Illinois Environmental Protection Agency (USEPA, IEPA), National Fire Protection Agency (NFPA), McLean County Health Department, United States Department of Agriculture (USDA) and may be required to provide proof of compliance.

...

**§ 44-1307 [Ch. 44, 13-7] Parking lot landscape requirements.**

A. Parking lot landscape requirements. All parking lots shall include landscaping and trees located within...

B. Parking lot perimeter landscaping.

(1) Requirements. All parking lots shall comply with the following standards for perimeter landscaping...

...

(2) Exemptions. Parking lot perimeter landscaping is not required when the parking lot or vehicular use area is not visible from adjacent street right-of-way or may be modified as permitted by the ~~Economic and Community~~ Development Services Director via the Site Plan Review process.

C. Parking lot interior landscaping.

(1) Requirements. For parking lots consisting of 10 or more spaces, interior parking lot landscaping shall be...

...

(2) Exemptions. Parking lot interior landscaping may be modified as permitted by the Development Services Director via the Site Plan Review Process. Relocation of landscaping requirements within the interior parking area is generally permissible. If relocation is not possible, islands may be eliminated, but at least 80% of the original total area required must be retained.

---

**§ 44-1604 [Ch. 44, 16-04] Definitions "D."**

...

**DATA CENTER**

A building or a group of buildings used to house computer systems and associated components, such as telecommunications and storage systems. Data Centers are differentiated from specially designed computer rooms (such as a server room inside a general office building), by their nature as a primary use (such as an enterprise or colocation data center). Data Centers may range in size and scale, from modular systems on infill lots that can be supported by existing infrastructure, to hyperscale campuses of industrial-scale that require as much infrastructure support as a small town. All Data Centers generally includes redundant or backup power

supplies, redundant data communications connections, environmental controls (e.g. air conditioning, fire suppression), and various security devices.

...

#### **§ 44-1610 [Ch. 44, 16-10] Definitions "I."**

...

#### **IMPROVEMENT**

Any building, structure, bridge area, place, work of art, parking facility, public facility, fence, gate, wall, landscaping bed, or other object constituting a physical addition to real property, or any part of such addition.

#### **INDUSTRIAL USES**

A set of uses that are employment-based, generally land-intensive and often involving processes, materials, noise, light, and hours of operation that may be incompatible in residential or mixed-use environments, without thoughtful site design or mitigation measures.

#### **INDUSTRIAL USES, LIGHT**

Any industrial use which assembles, improves, treats, compounds, packages, or operates any combination of goods, materials, equipment, or services, in such a manner so as to limit the negative externalities of the activity. Little noise, dust, odor, smoke, glare, or vibration is noticeable outside of the building in which the activity takes place. These uses typically incorporate accessory uses, such as office space or warehousing of a finished product. This use category includes, but is not limited to, printing plants, assemblers or data processing equipment, regional distribution, and research and development, but excludes basic industrial processing from raw materials, and vehicle/equipment services. High-tech and clean technology uses may be included in this category when their land use requirements or expected external impact exceed that of a general office use.

#### **INDUSTRIAL USES, HEAVY**

Heavy industrial uses include high impact and outdoor uses which are likely to have a substantial adverse effect on the environment or on surrounding properties and which require special measures and careful site selection to ensure compatibility with the surrounding area. Heavy industrial uses often include processing of raw materials and production of primary materials, or the storage or manufacturing of flammable or explosive materials, or storage or manufacturing processes that potentially involve hazardous conditions. These uses typically have the potential to create substantial noise, smoke, dust, vibration and other environmental impacts or pollution.

#### **INFRASTRUCTURE**

Public or private structures that serve the common needs of the population, such as: potable water systems ...

...

#### **§ 44-1614 [Ch. 44, 16-14] Definitions "M."**

...

#### **MANUFACTURED AND MOBILE HOME SALES**

An establishment primarily dedicated to the sale of manufactured and mobile homes in an open-air or enclosed environment. This use does not include community-based home dealers that sell within a community setting and do not acting as an intermediary, agent or broker for any manufacturer.

...

#### § 44-1617 [Ch. 44, 16-17] Definitions "P."

...

#### **PRIMARY ENTRANCE**

The doorway into a building that faces a public street and is of greatest importance relative to other building entrances; the primary entrance is often the doorway facing the street on which the building is addressed.

#### **PRIMARY FACADE**

The elevation of a building that faces a public street, private street, or public place, that is not part of the same development or master plan.

...

#### **PUBLIC PLACE**

Building frontage at least 30 feet wide which is accessible unobstructed for the Fire Department.

...

#### § 44-1621 [Ch. 44, 16-21] Definitions "T."

...

#### **TOWING SERVICES**

~~A service for the relocation of a disabled, unsafe, or illegally parked motor vehicle to a place of repair or an approved facility for proper disposal.~~ Establishment that provides for the removal and temporary storage of vehicles but does not include disposal, permanent disassembly, salvage, or accessory storage of inoperable vehicles.

...

#### § 44-1623 [Ch. 44, 16-23] Definitions "V."

...

#### **[Vehicle] Storage**

~~A structure or part thereof~~ Any lot, land, parcel, building, structure, or part thereof, used for the storage, or long-term parking, or servicing of motor vehicles, but not for the repair thereof. This includes, but is not limited to, cars, boats, and Recreational Vehicles (RVs).

...

**PLANNING COMMISSION RESOLUTION NO. 2025-01**

**A RESOLUTION ESTABLISHING FINDINGS OF FACT AND RECOMMENDING APPROVAL OF PROPOSED TEXT AMENDMENTS TO THE ZONING CODE OF THE CITY OF BLOOMINGTON [CHAPTER 44], RELATING TO USE TABLES, (2) DEFINITIONS, (3) LANDSCAPING AND SCREENING, AND (4) ADMINISTRATIVE PROCEDURES**

**WHEREAS**, pursuant to § 44-1706B, staff of the Development Services Department initiated a request to amend the text of the Zoning Code of the City of Bloomington, [Chapter 44], relating to 1) use tables, (2) definitions, (3) landscaping and screening, and (4) administrative procedures, as set forth in Exhibit A (AMENDMENTS); and

**WHEREAS**, the Planning Commission of the City of Bloomington (COMMISSION) is charged by § 44-1706E of the City Code to hold at least one public hearing on any proposed text amendment and report to the Council its findings of fact and recommendations; and

**WHEREAS**, the COMMISSION, after proper notice was given, on March 5, 2025, conducted a public hearing on said proposed AMENDMENTS to the Zoning Code; and

**WHEREAS**, during the hearing before the COMMISSION, no testimony was provided in support of adopting the proposed amendments; and

**WHEREAS**, during the hearing before the COMMISSION, no testimony was provided against adoption of the proposed amendments; and

**WHEREAS**, the COMMISSION shall be guided by those purposes, standards, and objectives of the Zoning Code and shall not recommend the adoption of any amendment unless it finds that such amendment is in the public interest and not solely for the benefit of the applicant.

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

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

**Section 2:** The COMMISSION hereby finds that the proposed amendments *are* in the public interest, taking the following factors into consideration:

The proposed amendments *are* consistent with the public interest, giving due consideration for the purpose and intent of this code as set forth in § 44-1701.

Property values *are not* diminished by the proposed particular zoning restriction.

Any destruction of property values *does* promote the health, safety, morals, or general welfare of the public.

The City of Bloomington has an adopted a Comprehensive Plan for land use and development (Bring It On!), with a planning horizon of 2035, and the proposed AMENDMENTS *are* in harmony with it.

The City needs *does* need the additional types of uses or development allowed by the proposed amendment(s).


**Section 3.** The COMMISSION hereby recommends that the City Council of the City of Bloomington, Illinois, approve the proposed AMENDMENTS to the Zoning Code of the City of Bloomington, Illinois, with the following modifications: change the proposed AMENDMENTS (Exhibit A), to allow Towing Services as “P<sup>1</sup>” in M-2 (General Manufacturing) District, rather than as “P” as initially presented.

**PASSED** this 5th day of March 2025.

**PLANNING COMMISSION**

  
\_\_\_\_\_  
Jackie Beyer, Vice Chair

**CITY OF BLOOMINGTON**

  
\_\_\_\_\_  
Alissa Pemberton, Staff Liaison

**PLANNING COMMISSION RESOLUTION 2025-01, EXHIBIT A**

**Proposed Amendments to (Ch. 44) the Zoning Code of the City of Bloomington, Illinois**

(Additions are indicated by underlining; deletions are indicated ~~strikeout~~.)

Comprehensive review and replacement of Chapter 44 (Zoning) for the following:

- 1) “~~Economic and Community Development Department~~” to be replaced with “Development Services Department”
- 2) “~~Director of Economic and Community Development~~” to be replaced with “Director of Development Services”

**§ 44-602 [Ch. 44, 6-2] Manufacturing District – permitted and special uses.**

Table 602A: Manufacturing District - Permitted and Special Uses			
	M-1	M-2	Reference
<b>Agricultural</b>			
Apiary, Beekeeping	S		§ 44-1005
Aquaculture, Aquaponics, Hydroponics	P	P	
Animal Breeding Services	P <sup>1</sup>	P <sup>1</sup>	
Fish Hatcheries, Poultry Hatcheries	P <sup>1</sup>	P <sup>1</sup>	
Horticultural Services	P	P	
Urban Agriculture	P	P	
Urban Garden	P		
<b>RESIDENTIAL</b>			
<b>Household Living</b>			
Dwelling, Single-Family	P <sup>2</sup>	P <sup>2</sup>	
Dwelling, Multiple-Family	S	<del>S</del>	
<u>Dwelling, Single-Family Attached</u>	<u>S</u>		
<u>Live/Work</u>	<u>P</u>		
<b>Group Living</b>			
Adult and Juvenile Detention Facilities	S	S	
<b>INSTITUTIONAL</b>			
<b>Education</b>			
Business and Trade Schools	P	S	
College and University Classrooms	S		
<b>Government</b>			
Animal Detention Facilities, w/o outdoor exercise area	P <sup>1</sup>	P <sup>4</sup>	
Animal Detention Facilities, with outdoor exercise area	S	<del>S</del> <u>P<sup>1</sup></u>	§ 44-1004
Government Services and Facilities	P	P	
Military Bases, Depots, Communication Facilities	S	S	
Police Stations, Fire Stations	P	P	
<b>Religious</b>			

Table 602A: Manufacturing District - Permitted and Special Uses			
	M-1	M-2	Reference
Place of Worship	S		
<b>Other Institutional, Cultural</b>			
Emergency Shelters	P	S	§ 44-1047
<b>COMMERCIAL</b>			
<b>Aircraft and Automotive</b>			
Car Wash	P <sup>1</sup>		§ 44-1009
Farm Machinery Sales and Service	P <sup>1</sup>	P <sup>1</sup>	
Towing Services	<u>P<sup>1</sup></u>	<u>P</u> <u>S</u>	
Truck Stops, Truck Plazas	P <sup>1</sup>		
Truck Wash	P <sup>1</sup>	P <sup>1</sup>	
Vehicle Fueling Station	P	P	
Vehicle Repair and Service	P <sup>1</sup>	P <sup>1</sup>	§ 44-1034
Vehicle Rental Service	P <sup>1</sup>	P <sup>1</sup>	
Vehicle Sales and Service	P <sup>1</sup>	S	
Vehicle Salvage and Wrecking Operations		P <sup>1</sup>	
Vehicle Storage	P <sup>1</sup>	P <sup>1</sup>	
<b>Entertainment and Hospitality</b>			
Entertainment and Exhibition Venues	S		
Sports and Fitness Establishments	<u>S</u> <u>P</u>		
<b>Offices</b>			
Financial Services	P		
General Offices, Business of Professional	P	P	
Materials Testing Facility	P	P	
Medical or Dental Office or Clinic	P		§ 44-1024
Medical Laboratory Facility	P	P	
Printing, Copying and Mailing Services	P	P	
Research Facility or Laboratory	S	P <sup>1</sup>	
<b>Personal Services</b>			
Clothing Care: Tailor, Dry Cleaning, Coin Laundry, Shoe Repair, etc.	P		
Instructional Studios	S		
Kennels, with no outdoor exercise areas	P <sup>1</sup>	P <sup>1</sup>	
Kennels, with outdoor exercise areas	S	<u>S</u> <u>P<sup>1</sup></u>	<u>§ 44-1004</u>
Personal Care: Barber Shop, Beauty Salon, Day Spa, etc.	P		
Pet Care: Grooming, day care, training	P	P	
Veterinary Office or Clinic	<u>P<sup>2</sup></u> <u>3</u>	<u>P<sup>2</sup></u> <u>3</u>	
Day-care centers	S		
<b>Retail and Service</b>			
Adult-use cannabis dispensing organization	S	S	§ 44-1039
Artisanal/Craft Production and Retail	P	P	
Auction Houses	P	P	
Bars, Taverns, Nightclubs	P <sup>1</sup>		
Building Materials and Supplies	P	P	
Catering Services	P	P	

Change to P<sup>1</sup> following Commission discussion and vote

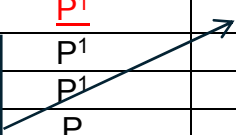


Table 602A: Manufacturing District - Permitted and Special Uses			
	M-1	M-2	Reference
Manufactured and Mobile Home Sales	P	P	§ 44-1023
Medical Marijuana Dispensing Organization	P <sup>1</sup>	P <sup>1</sup>	
Restaurants, Cafeterias	P	P	
Retail Sales, General	S	S	
Retail sales, Outdoor	§ P <sup>1</sup>	P	
Specialty Food Shops	S	S	
<b>INDUSTRIAL</b>			
<b>Manufacturing and Production, Light</b>			
Apparel, Fabrics, Leather Industries	P	P	
Commercial Cleaning and Repair Services	P	P	
Commercial Community Kitchen	P	P	
Crematories	S <sup>3</sup>	S <sup>3</sup>	
Electronics Assembly Plants	P	P	
Fabricated Metal Industries	§ P <sup>1</sup>	P <sup>1</sup> P	
Furniture and Fixtures Industries	P	P	
Lumber and Wood Industries	P	P	
Professional, Scientific Industries	P	P	
Secondary Manufacturing Assembly Plants	S	P	
Textile Mill Products Industries		P <sup>1</sup>	
Trade and Construction Services	P	P	
Wholesaling, Distribution and Storage Facilities	P <sup>1</sup>	P <sup>1</sup>	
<b>Manufacturing and Production, Heavy</b>			
Asphaltic Concrete Plants		S	§ 44-1006
Chemicals and Allied Industries		P	
Food and Kindred Industries	P <sup>1</sup>	P	
Paper and Allied Products Industry	P	P	
Petroleum Refining, Related Uses	S		
Mining, Quarrying		S	§ 44-1025
Primary Metal Industries		P	
Recycling Facility		S	§ 44-1028
Refractory Lined Pit Burners		S	§ 44-1029
Refuse Disposal Services		S	§ 44-1028
Rubber and Plastic Industries		P	
Sanitary Landfills		S	§ 44-1028
Solid Waste Disposal Area		S	§ 44-1028
Stone, Clay, Glass Industries	S	P	
Waste Transfer Station		S	§ 44-1028
<b>Storage and Equipment Yards</b>			
Aircraft Storage	P	P	
Composting Facility	P	P	
<u>Data Centers</u>	P <sup>1</sup>	P	§ 44-1048
Junkyards		S	§ 44-1022
Marine Craft Storage, Marinas	P <sup>1</sup>	P <sup>1</sup>	
Mini Warehouses	P <sup>1</sup>	P <sup>1</sup>	§ 44-1026
Parking Lot, Commercial	P <sup>1</sup>	P <sup>1</sup>	

Table 602A: Manufacturing District - Permitted and Special Uses			
	M-1	M-2	Reference
Petroleum Products Storage	P	P	
Railroad Marshalling Yards		S	
Warehouse	P	P	
<b>Transportation</b>			
Bus and Taxi Passenger Terminals	P		
Heliports, Heliport Terminals	S	S	
Rail Passenger Terminals	P		
<b>Utilities</b>			
Electricity or Natural Gas Production Plant		S	
Nuclear Power Plant		S	
Private Solar Energy Conversion Facilities	P	P	§ 44-1031
Private Wind Energy Conversion Facilities	P	P	§ 44-1036
Public or Private Utility Facility, Minor	P	P	
Radio, Television Stations-Towers	P	P	
Wireless Communication Facilities	P <sup>4</sup>	P <sup>4</sup>	§ 44-1037
<b><u>Light Industrial Uses Not Elsewhere Classified</u></b>	<u>S</u>	<u>P<sup>1</sup></u>	
<b><u>Heavy Industrial Uses Not Elsewhere Classified</u></b>		<u>S</u>	

Notes:

1. A Special Use is required when the use adjoins a Residential District boundary line.
2. The dwelling unit is allowed only as an accessory residence, intended for occupancy by ~~for~~ watchmen or caretakers of business or industrial uses permitted in that zoning district.
3. A structure containing a Crematory shall be located no closer than 300 feet to a Residential District boundary line.
4. The use is permitted as a principal use provided that the maximum height of the Wireless Communication Facility shall not exceed one foot for each two feet that such Wireless Communication Facility is set back from Protected Residential Property.

**§ 44-1048 – Data Centers.**

**A. Administrative site plan approval shall be required pursuant to § 44-1709 of this Code.**

**B. Design**

**(1) Architectural Standards.**

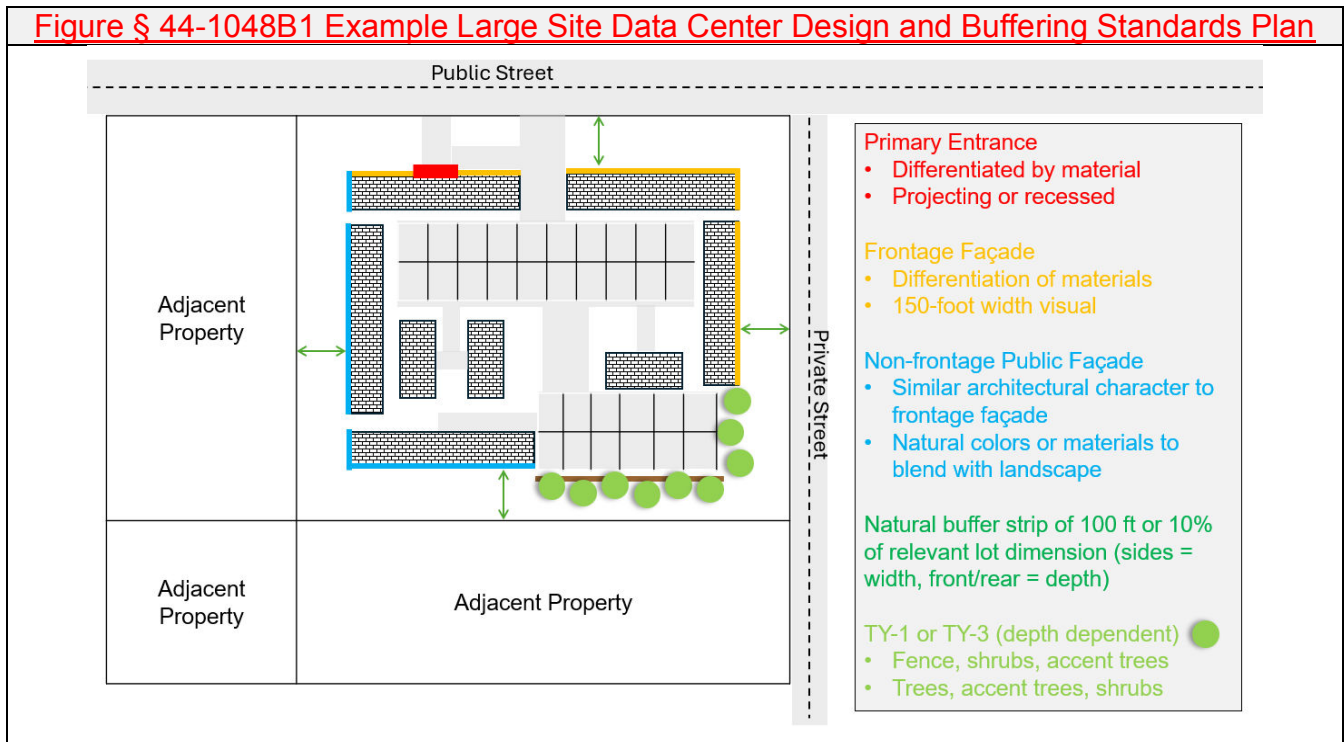
- (a) Frontage. Any building elevation adjacent to a public right-of-way must include either:
  - i. A change in the primary facade surface for every approximately 150 horizontal feet of at least one of the following: building material, pattern, texture, color, or accent material; or
  - ii. A minimum of thirty percent (30%) of the primary facade shall be comprised of windows, doors, or similar fenestration design features such as faux windows that are generally distributed horizontally and vertically across the façade.
- (b) Entry. A data center building must include a primary entrance feature that is differentiated from the remainder of the building façade by a change in building

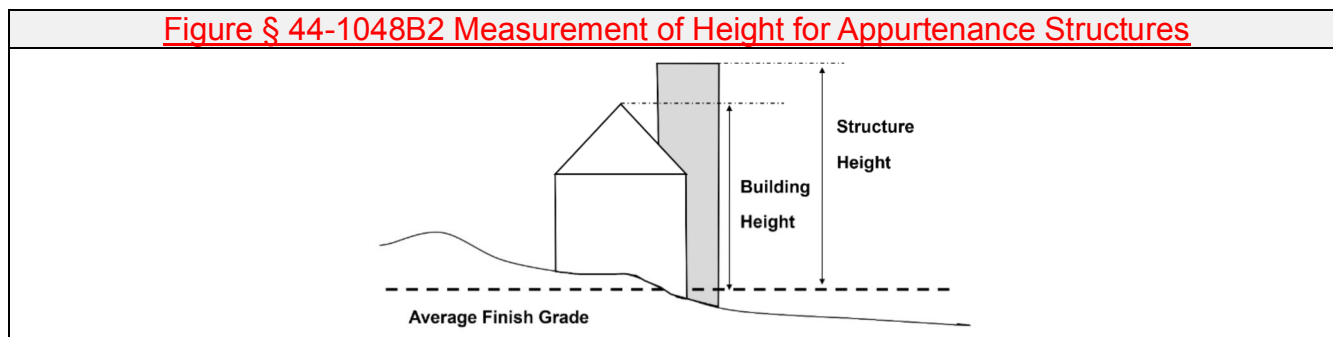
material, pattern, texture, color, or accent material. The entrance feature must also either project or recess from the adjoining building plane.

(c) Non-frontage public façades. All façades adjacent to an exterior property line shall be designed to complement local architectural character or to blend and reduce the visual impact on the surrounding landscape. For large sites, this applies only to the first set of buildings inside the property line that may be viewed from an exterior site; buildings visible only from the interior of the site are exempt from these architectural standards. See Figure § 44-1048B1 (Example Large Site Data Center Design and Buffering Standards Plan).

(2) Height of necessary appurtenances. Chimneys, parapet walls, cooling towers, elevator bulkheads, fire towers, antennas or other necessary appurtenances commonly constructed above the roof line shall be permitted to exceed the maximum height limitations of the district in which they are located if they comply with all other pertinent ordinances of this municipality but may not exceed 65 feet. The height shall be measured as the vertical distance from the average finished grade nearest the structure to the highest point of the structure. See Figure § 44-1048B2 (Measurement of Height for Appurtenance Structures).

Figure § 44-1048B1 Example Large Site Data Center Design and Buffering Standards Plan





C. Parking and circulation.

- (1) Off-Street Parking shall be provided at a rate of at least 1.5 spaces per employee and shall be provided for each phase of development prior to the occupancy of such.
- (2) With the exception of equipment and material storage areas, all parking and traffic circulation areas shall be hard surfaced.
- (3) The facility shall have a driveway paved with an approved concrete or asphalt/concrete surface and at least 25 feet wide wherever any continuous truck traffic is proposed.
- (4) All secure entry points shall be designed and constructed to provide a safe turning radius for a 26-foot truck, on the public side, to prevent the requirement of backing for exit onto the public road.

D. Buffers and screening. In addition to the requirements of Article XIII of this Code, the following minimum buffers and screening shall be required.

- (1) A natural buffer strip, of at least 100 feet or 10% of the relevant lot dimension (width for side yards, depth for front and rear yards), whichever is less.
- (2) Portions of the property line that are not taken up by facades that comply with the architectural standards of § 44-1048A(1) shall include at least the treatment of TY-1 if the required yard is less than 10 feet, and TY-3 if the required yard is 10 feet or greater, according to the yard types established in § 44-1306B(2)(c). See Figure § 44-1048B1 (Example Large Site Data Center Design and Buffering Standards Plan).
- (3) Roof mounted mechanical units shall not require screening, unless the total building height and unit height together exceed 2.5 stories or 35 feet.

E. Noise.

- (1) The standards of § 44-911C shall apply to this when located in the B-1 or M-1 zoning district.
- (2) Low frequency noise readings shall not exceed the following:
  - (a) 50 decibels adjacent to such use's lot line;
  - (b) 35 decibels at 25 feet from such lot line; and
  - (c) 30 decibels at 50 feet from such lot line.

F. Other code compliance. The proposed use shall comply with all applicable regulations, including but not limited to, of the United States and/or Illinois Environmental Protection Agency (USEPA, IEPA), National Fire Protection Agency (NFPA), McLean County Health Department, United States Department of Agriculture (USDA) and may be required to provide proof of compliance.

...

**§ 44-1307 [Ch. 44, 13-7] Parking lot landscape requirements.**

A. Parking lot landscape requirements. All parking lots shall include landscaping and trees located within...

B. Parking lot perimeter landscaping.

(1) Requirements. All parking lots shall comply with the following standards for perimeter landscaping...

...

(2) Exemptions. Parking lot perimeter landscaping is not required when the parking lot or vehicular use area is not visible from adjacent street right-of-way or may be modified as permitted by the ~~Economic and Community~~ Development Services Director via the Site Plan Review process.

C. Parking lot interior landscaping.

(1) Requirements. For parking lots consisting of 10 or more spaces, interior parking lot landscaping shall be...

...

(2) Exemptions. Parking lot interior landscaping may be modified as permitted by the Development Services Director via the Site Plan Review Process. Relocation of landscaping requirements within the interior parking area is generally permissible. If relocation is not possible, islands may be eliminated, but at least 80% of the original total area required must be retained.

---

**§ 44-1604 [Ch. 44, 16-04] Definitions "D."**

...

**DATA CENTER**

A building or a group of buildings used to house computer systems and associated components, such as telecommunications and storage systems. Data Centers are differentiated from specially designed computer rooms (such as a server room inside a general office building), by their nature as a primary use (such as an enterprise or colocation data center). Data Centers may range in size and scale, from modular systems on infill lots that can be supported by existing infrastructure, to hyperscale campuses of industrial-scale that require as much infrastructure support as a small town. All Data Centers generally includes redundant or backup power

supplies, redundant data communications connections, environmental controls (e.g. air conditioning, fire suppression), and various security devices.

...

**§ 44-1610 [Ch. 44, 16-10] Definitions "I."**

...

**IMPROVEMENT**

Any building, structure, bridge area, place, work of art, parking facility, public facility, fence, gate, wall, landscaping bed, or other object constituting a physical addition to real property, or any part of such addition.

**INDUSTRIAL USES**

A set of uses that are employment-based, generally land-intensive and often involving processes, materials, noise, light, and hours of operation that may be incompatible in residential or mixed-use environments, without thoughtful site design or mitigation measures.

**INDUSTRIAL USES, LIGHT**

Any industrial use which assembles, improves, treats, compounds, packages, or operates any combination of goods, materials, equipment, or services, in such a manner so as to limit the negative externalities of the activity. Little noise, dust, odor, smoke, glare, or vibration is noticeable outside of the building in which the activity takes place. These uses typically incorporate accessory uses, such as office space or warehousing of a finished product. This use category includes, but is not limited to, printing plants, assemblers or data processing equipment, regional distribution, and research and development, but excludes basic industrial processing from raw materials, and vehicle/equipment services. High-tech and clean technology uses may be included in this category when their land use requirements or expected external impact exceed that of a general office use.

**INDUSTRIAL USES, HEAVY**

Heavy industrial uses include high impact and outdoor uses which are likely to have a substantial adverse effect on the environment or on surrounding properties and which require special measures and careful site selection to ensure compatibility with the surrounding area. Heavy industrial uses often include processing of raw materials and production of primary materials, or the storage or manufacturing of flammable or explosive materials, or storage or manufacturing processes that potentially involve hazardous conditions. These uses typically have the potential to create substantial noise, smoke, dust, vibration and other environmental impacts or pollution.

**INFRASTRUCTURE**

Public or private structures that serve the common needs of the population, such as: potable water systems ...

...

**§ 44-1614 [Ch. 44, 16-14] Definitions "M."**

...

**MANUFACTURED AND MOBILE HOME SALES**

An establishment primarily dedicated to the sale of manufactured and mobile homes in an open-air or enclosed environment. This use does not include community-based home dealers that sell within a community setting and do not acting as an intermediary, agent or broker for any manufacturer.

...

**§ 44-1617 [Ch. 44, 16-17] Definitions "P."**

...

**PRIMARY ENTRANCE**

The doorway into a building that faces a public street and is of greatest importance relative to other building entrances; the primary entrance is often the doorway facing the street on which the building is addressed.

**PRIMARY FACADE**

The elevation of a building that faces a public street, private street, or public place, that is not part of the same development or master plan.

...

**PUBLIC PLACE**

Building frontage at least 30 feet wide which is accessible unobstructed for the Fire Department.

...

**§ 44-1621 [Ch. 44, 16-21] Definitions "T."**

...

**TOWING SERVICES**

~~A service for the relocation of a disabled, unsafe, or illegally parked motor vehicle to a place of repair or an approved facility for proper disposal.~~ Establishment that provides for the removal and temporary storage of vehicles but does not include disposal, permanent disassembly, salvage, or accessory storage of inoperable vehicles.

...

**§ 44-1623 [Ch. 44, 16-23] Definitions "V."**

...

**[Vehicle] Storage**

~~A structure or part thereof~~ Any lot, land, parcel, building, structure, or part thereof, used for the storage, or long-term parking, ~~or servicing of motor~~ vehicles, but not for the repair thereof. This includes, but is not limited to, cars, boats, and Recreational Vehicles (RVs).

...

**§ 44-1702 [Ch. 44, 17-2] Decision-making bodies (Zoning Board of Appeals, Historic Preservation Commission, Planning Commission).**

A. General

...

(3) Meetings.

- (a) A quorum shall consist of a majority of the members currently serving. All decisions or actions of the Board or commission shall be made by a majority vote of those members present and voting at any meeting where a quorum exists.
- (b) The decision-making bodies shall establish annual meeting schedules, which shall include at least one meeting per month to be held at a regular time and place. Meetings ~~shall~~ may also be held at ~~regularly-scheduled times established herein or at~~ any time upon the call of the chairperson.
- (c) No member of the Board or commission shall vote on any matter that may materially or apparently affect the property, income, or business interest of that member.
- (d) The chairperson, and in his or her absence the acting chairperson, may administer oaths and compel the attendance of witnesses.
- (e) All meetings shall be conducted in accordance with the Open meetings Act, 5 Illinois Compiled Statutes 120/1, et seq. All meetings shall provide opportunity for public comment pursuant to local ordinances. Meeting minutes shall be prepared and maintained in accordance with local and state law.

...

B. Zoning Board of Appeals.

...

~~(4) Meetings. Meetings shall be held on the third Wednesday of each month at 4:00 p.m. or at any time upon the call of the chairperson at such times and place as the Board may determine.~~

C. Historic Preservation Commission.

...

(4) ~~Meetings.~~ Limitations.

- ~~(a) Meetings shall be held on the third Thursday of each month at 5:00 p.m. or at any time upon the call of the chairperson at such times and place as the Commission may determine.~~
- ~~(b)~~ No action shall be taken by the Preservation Commission that could in any manner deprive or restrict the owner of a property in its use, modification, maintenance, disposition, or demolition until such owner shall first have had the opportunity to be heard at a public meeting of the Preservation Commission, as provided herein.

...

D. Planning Commission.

...

~~(4) Meetings. Meetings shall be held on the first Wednesday of each month at 4:00 p.m. or at any time upon the call of the chairperson at such times and place as the Commission may determine.~~

...

**§ 44-1704 [Ch. 44, 17-4] Application processing.**

A. Completeness review. An application shall not be considered by any decision-making body unless such...

(5) All applications must be deemed complete at least ~~24~~ 28 days prior to a meeting or public hearing, unless otherwise allowed by the review official...

...

**§ 44-1705 [Ch. 44, 17-5] Notice and public hearings.**

A. Required legal notice. After an application has been certified as required by § 44-1704, the applicable review or...

B. Courtesy notice. In addition to any required legal notice as provided herein, courtesy notice may be given at the direction of the Director of Economic and Community Development.

(1) Notice shall also be sent by mail or personal delivery to the property owner as shown on the records of the Local Tax Assessor's Office of record of all parcels, lying in whole or in part within ~~500~~ 250 feet, inclusive...

...

**§ 44-1707 [Ch. 44, 17-7] Special uses.**

...

D. Application requirements.

(1) An application for a special use permit shall be submitted on the form provided by the Office of the ~~Economic and Community~~ Development Services Department.

(2) The application shall include a statement describing the nature of the proposed use and a full-size, legible site plan.

(3) Applications shall conform to the requirements of § 44-1703. The information requested on the application is deemed to be a minimum, and the applicant may be required to supply additional information prior to the public hearing on their requests.

(4) The site plan shall be prepared to scale and provide the following information on one or more sheets, to permit the review of compliance with the relevant standards and provisions:

- (a) ~~Location by Section, Town and Range or other~~ Legal description, or common address and PIN;
- (b) ~~Names and addresses of the persons having proprietary interest over the property;~~
- (c) ~~Graphic (engineering) scale;~~
- (d) North-points;
- (e) ~~Date of preparation;~~

- (f) The boundary lines of the property in question;
- (g) ~~Location of all survey monuments and their descriptions;~~
- (h) ~~Proposed~~ location, width, and type of surface material of all existing and proposed sidewalks, pedestrian ways, driveways, parking areas, service areas, and recreation areas;
- (i) Size, location, height, number of stories, building design, and arrangement of proposed buildings and structures and existing buildings and structures;
- (j) Size and location of existing or proposed parking areas, with arrangement and dimensions of parking spaces and bays and aisles and curb cuts, and with indication of the total number of spaces;
- (k) Size, location, and composition of all proposed fencing, refuse enclosures and landscaped screening material, if the project would result in new refuse enclosures or refuse enclosure changes;
- (l) Landscaping plan indicating size, location, and general characteristics of plant materials as specified in Article XIII of this Zoning Ordinance, if the project would result in new landscaping or landscape changes;
- (m) A site drainage plan for the proposed project if required;
- (n) A photometric/lighting plan for the proposed project if the project would result in new exterior lighting or changes to exterior lighting.

...

**§ 44-1708 [Ch. 44, 17-8] Variations (Variances).**

...

**A. Applicability.**

...

- (2) The Zoning Board of Appeals may grant variations only in specific instances where there would be practical difficulties or particular hardships (physical, not economic) in carrying out the strict letter of those sections of this Code stated herein, due to a particular physical characteristic or set of characteristics, of the subject property.

...

**G. Approval.** An affirmative vote of four members is required to approve the variance. If approval is established by fewer than four members the case may be referred to City Council for final action.

...

**§ 44-1709 [Ch. 44, 17-9] Site plan review.**

...

**C. Application requirements.**

- (1) An application for a site plan review shall be submitted on the form provided by the Office of the ~~Economic and Community~~ Development Services Department.

- (2) Applications shall conform to the requirements of § 44-1703. The information requested on the application is deemed to be a minimum, and the applicant may be required to supply additional information.
- (3) The site plan shall be prepared to scale and provide the following information on one or more sheets to permit the review of compliance with the relevant standards and provisions:
1. ~~Location by Section, Town and Range or other~~ legal description, or common address and PIN;
  2. ~~Names and addresses of the persons having proprietary interest over the property;~~
  3. ~~Graphic (engineering) scale;~~
  4. North-points;
  5. ~~Date of preparation;~~
  6. The boundary lines of the property in question;
  7. Size, location, height, number of stories, building design, and arrangement of proposed buildings and structures and existing buildings and structures;
  8. ~~Schematic drawings illustrating the~~ locations and dimensions of proposed buildings and structures, the design and character of the building, elevations, exterior building materials and types of construction of all proposed buildings and structures;
  9. ~~A scaled site plan showing the e~~Existing buildings and land uses, contiguous land uses, natural topographic features, zoning districts, public thoroughfares, transportation, and utilities.
  10. ~~A scaled site plan of the proposed development showing~~ lot area, the required yards and setbacks, contour lines, common space, and the location, floor area ratio, lot area coverage and heights of buildings and structures, size, and location of proposed parking areas with dimensions of parking spaces and arrangement of bays and aisles and curb cuts, and with indication of the total number of spaces;
  11. ~~Schematic drawings illustrating the design and character of the building elevations, types of construction, and f~~ Floor plans of all proposed buildings and structures. The drawings shall also include a schedule showing the number, type, and floor area of all uses or combinations of uses, and the floor area of the entire development.
  12. Size, location, and composition of all proposed fencing, refuse enclosures, and landscaped screening material;
  13. Landscaping plan indicating size, location, and general characteristics of plant materials as specified in Article XIII of this Zoning Ordinance if the project would result in new landscaping or landscape changes.
  14. A site drainage plan for the proposed project if required.
  15. A photometric/lighting plan for the proposed project if the project would result in new exterior lighting or changes to exterior lighting.

...

**§ 44-1711[Ch. 44, 17-11] Demolition review.**

A. Applicability. Except for local historic landmarks zoned S-4 and buildings located in a local S-4 historic district where district-specific regulations apply, structures buildings shall be subject to the requirements of this section where:

- (1) The proposed demolition exceeds 500 square feet of gross floor area; and

- (2) The structure building was constructed more than 50 years before the date of the application for a demolition permit, as determined on the basis of available records.

B. Administrative review of demolition. Upon receipt of an application for a demolition permit, or a building permit involving demolition, the Director ~~of Economic and Community Development Services~~ shall review the application to determine if the structure building meets the criteria of Subsection A. If it does, the Director ~~of Economic and Community Development Services~~ shall:

- (1) Notify the applicant in writing within ~~40 five (5)~~ business days that the application for demolition must be reviewed before proceeding.
- (2) Within ~~40 five (5)~~ business days, forward a copy of the application to the Preservation Commission chairperson and any standing committee of the Preservation Commission that is empowered to review demolition permits.
  - (a) Within ~~five 10 business~~ days of a receipt of the copy of the application, the chairperson or duly authorized committee shall issue a preliminary recommendation regarding the granting of the demolition permit. If a favorable recommendation is issued, the demolition permit shall be issued. If the chairperson or committee determines that the building is potentially significant pursuant to the standards of § 44-804B, a recommendation may be made in opposition to granting the demolition permit.
  - (b) If the chairperson or committee determines that the structure building is potentially significant, it shall schedule a public hearing review before the Preservation Commission to consider the structure building 's historical or architectural significance. Said hearing shall be scheduled and conducted at the next Regular Meeting of the Commission, within 45 days of initial submittal of the permit application. The City shall give courtesy notice in the manner prescribed by § 44-1705B(2).

C. Public hearing Procedure.

- (1) Public review. ~~The p~~Public hearing review shall be conducted generally in accordance with the procedures of § 44-1705, and although may be less formal, shall still comply with the requirements of substantive and procedural due process.
  - ~~(a) The Preservation Commission shall hear all public testimony regarding the potential significance of the building and the proposed demolition.~~
- (2) Decision.
  - (a) At the conclusion of the hearing review, the Commission shall make findings and issue a determination as to the significance of the structure building, and the technical or practical feasibility of preserving or restoring it.

~~D. Decision.~~

- (b) If the structure building is determined to be not significant or not suitable for preservation or restoration, the Director ~~of Economic and Community Development~~

Services shall cause such demolition or building permit to be issued, provided that it complies with all other requirements of the Code.

- (c) If the structure building is determined to be significant and suitable for preservation or restoration, the Preservation Commission may request a stay of demolition, of up to 10 business days, to allow alternatives considered during the review to be explored, prior to issuance of the demolition or building permit. Director of Economic and Community Development shall conduct a meeting between the chairperson or committee and the owner (or his or her representative), within 10 days of the public hearing, to discuss alternatives to demolition.

#### E. Demolition.

- (1) The demolition review process shall not delay the issuance of a demolition or building permit by more than 60 days.
- (2) If no alternatives to demolition have been identified and agreed to by the applicant within said sixty-day period, the Director of ~~Economic and Community~~ Development Services shall cause the demolition or building permit to be issued provided that it complies with all other requirements of this Code.
- (3) Nothing in this section shall be construed to prevent immediate demolition or partial demolition where public safety is at risk and where the building has been determined by the Building Official to be a public hazard and demolition is the only viable recourse.

...



**REGULAR AGENDA ITEM NO. 8.A.**

**FOR COUNCIL:** April 28, 2025

**WARD IMPACTED:** City-Wide Impact

**SUBJECT:** Consideration and Action on an Ordinance Establishing a Standardized Housing Incentive Program, as requested by the Administration Department.

**RECOMMENDED MOTION:** The proposed Ordinance be approved.

**STRATEGIC PLAN LINK:**

Goal 5. Great Place - Livable, Sustainable City

**STRATEGIC PLAN SIGNIFICANCE:**

Objective 5b. City decisions consistent with plans and policies

**BACKGROUND:**

The City of Bloomington is facing a critical housing shortage, with recent studies estimating a need for thousands of additional affordable units to meet current and projected demand. This shortage has created barriers not only for residents seeking affordable housing options, but also for local employers whose workforce is increasingly commuting from surrounding communities due to a lack of attainable housing within City limits.

The City Council directed City staff to develop a **Standardized Housing Incentive Program** to help address this issue, a plan that provides a transparent and consistent framework for supporting residential development. The program is designed to reduce upfront development costs, streamline the approval process, and promote the construction of a broad spectrum of housing types identified as priorities for the City, including affordable, workforce, multi-family, missing middle, and low-income housing

For qualifying projects, the initiative would provide:

- A 50% reduction in City fees
- 100% City fee reduction for Tax Credit Projects
- 75% Tax Increment Financing ("TIF") increment for eligible project costs for qualifying projects in TIF Districts
- Density bonuses (allowing more units) for projects with at least 20% of units for affordable housing and workforce housing
- Five-year property tax freeze for the City's portion of taxes and five-year sales/food and beverage tax rebate, subject to City Council approval
- A standardized application process and fast tracking of applications

This initiative aligns with the City Council's goals of fostering responsible growth, retaining a strong local workforce, and ensuring a vibrant, inclusive community. By incentivizing projects that meet clearly defined criteria, the City seeks to make Bloomington a more attractive place to live and invest, while helping developers make more informed and confident decisions.

On July 22, 2024, the City Council adopted a resolution (Resolution No. 2024 - 040) setting forth its priorities regarding the current housing stock, emphasizing the need for strategies to address housing affordability, availability, and quality within the community. One of the key priorities identified in the resolution was for City staff to develop standardized housing incentives that can streamline and support housing development in alignment with the City's goals.

On April 22, 2025, staff presented an overview of the proposed standardized housing incentives, including specific measures aimed at supporting the development of affordable and low-income housing. These incentives are designed to reduce barriers for developers and create opportunities for more diverse housing options within Bloomington. Staff also outlined the financial impact of each proposed financial incentive, providing a clear understanding of the costs and benefits associated with these initiatives.

**COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED:** N/A

**FINANCIAL IMPACT:** N/A

Respectfully submitted for consideration.

Prepared by: Leslie Yocum, City Clerk

**ATTACHMENTS:**

[ADM 6B Ordinance](#)

[ADM 6C Resolution No. 2024 - 040](#)

**ORDINANCE 2025 - \_\_\_\_\_**

**AN ORDINANCE ESTABLISHING A STANDARDIZED HOUSING INCENTIVE PROGRAM**

**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 recognizes the need to encourage the development of diverse and affordable housing options; and

**WHEREAS**, to achieve this, the CITY aims to create standardized incentives and streamlined processes; and

**WHEREAS**, this Ordinance seeks to establish a clear and consistent framework for housing incentives to encourage development that meets community needs; and

**WHEREAS**, this Ordinance aims to implement standardized housing incentives, particularly for multi-family, low-income, and affordable housing projects, to stimulate development; and

**WHEREAS**, the incentives will be available to projects that meet certain criteria and contribute to the City's housing goals.

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

**SECTION 1.** The above-mentioned recitals are incorporated herein by reference.

**SECTION 2.** A Standardized Housing Incentive Program, as set forth in Exhibit A, is hereby approved and shall be effective until May 31, 2028.

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

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

**SECTION 5.** This Ordinance shall be effective beginning May 31, 2025, after its passage and publication as required by law.

**SECTION 6.** This ordinance is passed and approved pursuant to the home rule authority granted Article VII, Section 6 of the 1970 Illinois Constitution.

**PASSED** this 28th day of April, 2025.

**APPROVED** this \_\_\_\_\_ day of April, 2025.

**CITY OF BLOOMINGTON**

**ATTEST**

\_\_\_\_\_  
Mboka Mwilambwe, Mayor

\_\_\_\_\_  
Leslie Smith-Yocum, City Clerk

## **Exhibit A**

### **Standardized Housing Incentive Program**

#### **Section 1. Definitions**

For the purposes of this policy, the following definitions shall apply:

- (i) “Affordable Housing Projects” shall be defined as developments in which at least 20% of the units are set aside for five years for households earning at or below 80% of the Area Median Income (AMI), as defined by the U.S. Department of Housing and Urban Development (HUD). Projects may be subject to annual income verification.
- (ii) “City Fees” shall be defined as the various charges imposed by the City for development, construction, business operations, and regulatory compliance. These fees include, but are not limited to, building permit fees, plan review and inspection fees, zoning and site plan review fees, utility connection fees (water, sewer, and stormwater), right-of-way and excavation permits, and development fees, and fire and safety inspection fees. Additionally, other applicable regulatory or administrative fees established by City ordinance may be included. Any fee reductions authorized under this policy apply only to fees directly assessed by the City and do not extend to fees imposed by other governmental entities or utility providers.
- (iii) “Low-Income Housing Projects” shall be defined as developments utilizing federal, state, or local programs aimed at serving households earning at or below 60% of the AMI. Examples include projects financed through the Low-Income Housing Tax Credit (LIHTC) program or HUD Section 8 housing.
- (iv) “Missing Middle Housing” shall be defined as Duplexes, triplexes, fourplexes, and accessory dwelling units (ADUs) designed to integrate seamlessly into existing neighborhoods while providing additional housing options as defined by or to be constructed in areas targeted by the Opticos Missing Middle Housing study. MMH shall be targeted as housing that is affordable for middle-income workers, earning between 80% and 120% of the area median income (AMI) as defined by the U.S. Department of Housing and Urban Development (HUD).
- (v) “Multi-Family Housing Projects” shall be defined as residential developments with five (5) or more dwelling units on the same site, including apartments, townhomes, and condominiums. If the units are not on the same site, the City Council must approve the units being scattered in different parts of the neighborhood or city to qualify as a Multi-Family Housing Project.
- (vi) “New Subdivisions” shall be defined as developments that involve the establishment of a new residential subdivision, including the construction of single-family homes. To qualify for incentives under this policy, such subdivisions must: (1) include a minimum of 50 homes with an estimated market value under \$400,000; (2) designate at least 10% of the homes as affordable housing (80% AMI or below) for at least five years; and (3) support the City's goals for responsible growth, sustainability, and integration with existing neighborhoods as defined in the City's Comprehensive Plan, promoting features such as walkability, environmental sustainability, and a diversity of housing types.

- (vii) “Single-Family Homes” shall be defined as new single-family residential homes with an estimated market value under \$400,000. These homes must be designed for households with earnings at or below the Area Median Income level as determined by IHDA and align with the City's objectives for expanding housing affordability while promoting community integration. This category is intended to encourage the development of more affordable options within the single-family housing market.
- (viii) “Tax Credit Projects” shall be defined as housing developments utilizing tax credits such as Low-Income Housing Tax Credits (LIHTC), Historic Preservation Tax Credits, or Senior Housing Tax Credits.
- (ix) “Workforce Housing” shall be defined as housing that is affordable for middle-income workers, earning between 80% and 120% of the area median income (AMI) as defined by the U.S. Department of Housing and Urban Development (HUD).

**Section 2. Qualifying Projects**

The following projects shall qualify for the incentives outlined in Section 3 of this policy:

- (i) Affordable Housing Projects
- (ii) Workforce Housing
- (iii) Low-Income Housing Projects
- (iv) Missing Middle Housing
- (v) Multi-Family Housing Projects
- (vi) New Subdivisions
- (vii) Single-Family Homes
- (viii) Tax Credit Projects

Qualifying projects may be residential or mixed use and include new construction or adaptive reuse projects that convert existing buildings into qualifying housing projects.

**Section 3. Incentives**

To encourage and accelerate housing development, the City Council is offering a range of incentives aimed at making housing projects more viable and accessible. These incentives are designed to support a variety of housing types, including affordable, low-income, and market-rate developments. The following incentives are not mutually exclusive and may be combined based on the specific needs of each project, subject to eligibility and approval criteria outlined below:

- A. City Fee Reductions

- (i) A base 50% reduction in City Fees is available for any Qualifying Project that commences construction prior to May 31, 2028. Projects that demonstrate a financial gap or require additional financial assistance to proceed may receive an increased fee reduction, up to 100%, based on financial need and approvals required herein.
- (ii) A 100% reduction in City Fees for any Tax Credit Projects that commence construction prior to May 31, 2028.

B. Tax Increment Financing (TIF) Benefits

- (i) If a Qualifying Project is located within a Tax Increment Financing (TIF) district and meet statutory TIF standards for eligibility, the project shall receive up to 75% of the TIF increment for eligible project costs, including infrastructure improvements, site preparation, and public amenities.

C. Density Bonuses

- (i) Qualifying Projects that allocate at least 20% of units for affordable housing (80% AMI or below) shall be eligible for increased allowable density, reduced parking requirements, and relaxed height restrictions where not prohibited by other governing bodies.
- (ii) Developments incorporating workforce housing (earning between 80% and 120% AMI) may qualify for additional density incentives.

D. Property Tax Freeze

- (i) Qualifying Affordable Housing, Low-Income Housing, and Tax Credit Projects may be eligible for a five-year property tax abatement of the City's portion of property taxes. The five-year period would begin once occupancy permits are granted and the abatement would be of the city's portion of the property taxes owed and paid above the amount assessed at the time the project's building permit is granted. Eligibility and specific terms shall be subject to a development agreement approved by the City Council, which will outline project commitments, affordability requirements, and any additional conditions deemed necessary by the City.

E. Commercial Tax Rebates

- (i) Qualifying Projects that include commercial components, such as retail or restaurant spaces, may be eligible for a five-year 50% rebate on sales and food & beverage taxes. Eligibility and the specific terms of the rebate will be subject to approval by the City Council, which will review the project's overall impact, business viability, and alignment with the City's goals for economic development. Rebates shall be contingent on the business being (i) new to the city of Bloomington or (ii) a 2<sup>nd</sup> location to an existing Bloomington business contingent upon the original location remaining open and the Municipal Taxes generated by said original location remaining at or above the amounts generated in the 12-month

calendar year prior to the opening of the commercial location at the qualifying project.

#### **Section 4. Application Process & Approvals**

- A. Standardized Application Process. The Development Services Department shall develop and manage a standardized application process for all projects seeking incentives under this policy. This process will ensure clarity, transparency, and consistency in how applications are submitted and reviewed.
- B. Application Materials and Guidelines. All application materials, instructions, and detailed guidelines will be made available online at [www.buildingbloomington.com](http://www.buildingbloomington.com). Applicants are encouraged to review these resources prior to submission to ensure compliance with all requirements.
- C. Fee Reductions. The City Manager and the Director of Development Services have the authority to approve fee reductions as defined herein, including those outlined in Section (3)(A), for qualifying projects.
- D. Other Incentives. All other incentives, including Tax Increment Financing (TIF) benefits, density bonuses, property tax freezes, and sales and food & beverage tax rebates, must be approved by the City Council. These benefits will be formalized through a development agreement, which outlines the specific terms and conditions, including project scope, performance targets/deadlines and incentive terms.
- E. Fast-Tracking Applications. To promote timely project development, all applications for benefits under this policy shall be fast-tracked. The City will prioritize these applications for review and approval to ensure expedited processing while maintaining necessary due diligence.

## RESOLUTION NO. 2024 - 040

### A RESOLUTION SETTING HOUSING PRIORITIES RELATED TO THE AFFORDABILITY OF THE CURRENT HOUSING STOCK IN THE CITY OF BLOOMINGTON

**WHEREAS**, the City of Bloomington (hereinafter “City”) recognizes the critical importance of addressing the current affordability of housing to ensure the well-being, economic stability, and growth of our community; and

**WHEREAS**, the City Council is dedicated to making Bloomington the most business-friendly city, ensuring exceptional service and value to all residents, investors and developers who contribute to our community; and

**WHEREAS**, the City wishes to foster responsive conditions to housing affordability; and

**WHEREAS**, the City aims to establish a standard housing incentive that promotes the development of housing that is affordable to those whose household income is at or below the median through various supportive measures; and

**WHEREAS**, a clear, effective, and well-articulated Zoning Code is crucial for addressing housing challenges and highlighting development opportunities within the City; and

**WHEREAS**, addressing blighted areas and adding more housing units back onto the market through a comprehensive neighborhood rehabilitation program is a priority for the City Council; and

**WHEREAS**, collaboration with local intergovernmental partners is crucial to develop joint initiatives that meet our collective housing goals and objectives; and

**WHEREAS**, the City lacks the financial capacity to provide low-interest loans or similar incentives to stimulate housing developments, the Council acknowledges that high development costs are the primary barrier and urges continued collaboration on innovative responses.

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

**SECTION 1. Recitals.** That the recitals set forth above are incorporated herein by reference as if fully stated in this Section 1.

**SECTION 2. Housing Priorities.** The City Council sets the following priorities in relation to housing within the community:

- (A) **Standardize Housing Incentives.** City staff is to develop and bring back for formal consideration by the City Council a short-term, low-risk housing incentive program. As part of this, City staff will review and consider items like the following: (1) a reduction of fees for affordable and low-income housing projects and housing projects that are eligible for and

utilize tax credits; and (2) a process for requesting assistance with housing projects that meets certain defined criteria.

- (B) Housing Rehabilitation Program. City staff is to develop and bring back for formal consideration by the City Council a comprehensive housing program that focuses on: (1) addressing and improving blighted areas; (2) adding more housing units back onto the market; and (3) providing potential incentives and support for property owners to rehabilitate and develop neighborhoods.
- (C) Intergovernmental Collaboration. Consistent with the McLean County Regional Planning Commission Housing Recovery Plan, the City Council is interested in participating in an intergovernmental rapid response team to work on joint housing initiatives. The City Council is supportive of a unified approach to address housing development that meets collective goals and objectives.
- (D) Zoning Code & Subdivision Code Review. A review of the Zoning Code and Subdivision Code, under the direction of and coordinated by City staff with input from neighborhood groups and/or associations, should be completed to ensure it addresses current and future housing needs. City staff should actively showcase development opportunities and offer flexible compliance pathways. As a subset of this, City staff should work with property owners to thoroughly investigate and report to Council on whether other responses for housing development (which should include the national Strong Towns) are feasible.

**SECTION 3. Financial Considerations**. City staff shall fully consider all financial components and fiscal impact of the potential housing programs being developed. The financial components shall be presented to the City Council at the time the programs are brought back for formal consideration and approval by the City Council.

**SECTION 4. Reports**. The City Manager, or his designee, shall provide regular reports on progress, challenges, and successes related to the priorities of the City Council identified in Section 2 to ensure accountability and transparency.


**SECTION 5. Non-Inclusive**. Although this Resolution sets forth the main priorities of the City Council regarding housing, City staff is encouraged and expected to continue working on other initiatives to respond to the ever-changing housing landscape within the community and may modify or remove the items in Section 2 and/or bring forward other proposals as developed. This includes looking at the concerns raised involving the taxation of land.

**SECTION 6. Effectiveness**. This Resolution shall take effect immediately upon its passage and approval.

**PASSED** this 22nd day of July 2024.

**APPROVED** this 24th day of July 2024.

**CITY OF BLOOMINGTON**

  
\_\_\_\_\_  
Mboka Mwilambwe, Mayor

**ATTEST**

  
\_\_\_\_\_  
Leslie Smith-Yocum, City Clerk





**REGULAR AGENDA ITEM NO. 8.B.**

**FOR COUNCIL:** April 28, 2025

**WARD IMPACTED:** City-Wide Impact

**SUBJECT:** Recognition of Outgoing Mayor and City Council Members, as requested by the Administration Department.

**RECOMMENDED MOTION:** None; Recognition only.

**STRATEGIC PLAN LINK:**

Goal 5. Great Place - Livable, Sustainable City

**STRATEGIC PLAN SIGNIFICANCE:**

Objective 5b. City decisions consistent with plans and policies

**BACKGROUND:** Opportunity for recognition and expression of gratitude to the outgoing Mayor and Council Members.

**COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED:** N/A

**FINANCIAL IMPACT:** N/A

Respectfully submitted for consideration.

Prepared by: Leslie Yocum, City Clerk