BLOOMINGTON & NORMAL
WATER RECLAMATION DISTRICT

Board Meeting
September 14, 2026

Vision

Maintain public trust, steward public resources, clean water, and do our part to support resilient communities and a healthy watershed.

Mission

Protect the environment and public health by applying best practices to resource recovery and maintaining compliance with regulatory requirements.

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BLOOMINGTON & NORMAL
WATER RECLAMATION
DISTRICT

REGULAR SESSION BOARD OF TRUSTEES MEETING AGENDA
TRUSTEE BOARDROOM
2015 W. Oakland Avenue, Bloomington, IL 61701
Monday, September 14, 2026, 4:00 P.M.

1. Roll Call

2. Public Comment

3. Recognition/Appointments

A. Recognize Travis Connour, Mechanic 3 for his 5 years of service to the District.

4. Reports

A. Presentation of the Operations Report
B. Presentation of the Engineering Project Reports
   a. The Farnsworth Group
   b. Baxter & Woodman
C. Presentation of the 1^{st} Quarter Farm Report

5. Old Business

A. Consideration and Approval of 2026-27 Ordinance for the Bloomington and Normal Water Reclamation District, McLean County, Illinois, authorizing and providing for an Installment Purchase Agreement for the purpose paying the cost of purchasing real or personal property, or both, in and for the District, and authorizing and providing for the issue of the District's Debt Certificates, Series 2026B, in an aggregate principal amount of $15,000,000, evidencing the rights to payment under the Agreement, prescribing the details of the Agreement and Certificates, and providing for the security for and means of payment under the Agreement of the Certificates:
Recommend Approval of Ordinance 2026-27, for Debt Certificates Series 2026B.

B. Consideration and Approval of 2026-28 Ordinance for the Bloomington and Normal Water Reclamation District, McLean County, Illinois, authorizing and providing for an Installment Purchase Agreement for the purpose paying the cost of purchasing real or personal property, or both, in and for the District, and authorizing and providing for the issue of the District's Debt Certificates, Series 2026C, in an aggregate principal amount not to exceed $50,000,000, evidencing the rights to payment under the Agreement and existing installment purchase agreements of the District for the purpose of refunding certificates issued thereunder, prescribing the details of the Agreement and Certificates, providing for the security for and means of payment under the Agreement and such existing agreement of the Certificates:
Recommend Approval of Ordinance 2026-28, for Debt Certificates Series 2026C.

6. Consent Agenda

(All items under the Consent Agenda are considered routine and will be enacted by one motion. There will be no separate discussion of these items unless a Trustee, Executive Director, or Corporation Counsel requests. In that event, the item will be removed from the Consent Agenda and considered in the New Business Agenda, Item #9. Waiving the competitive procurement requirements may be approved when the Board of Trustees determines the bid waiver to be in the best interest of the District and the waiver is for construction contracts, professional services, single source, repair and maintenance, services, goods, supplies, materials, and equipment which is authorized by two-thirds of the Board.)

A. **Approve the Monthly Financial Transactions:**
Recommend Approval of the Regular Bills & Financial Reports, Special Bills, Purchases Confirmation, and Authorizations.

B. **Review and Approve the Minutes of August 2026 Regular Meeting & Special Session:**
Recommend that the reading of the August 2026 Meetings minutes be dispensed with and that the minutes be approved as printed.

C. **Easement acquisition for the Septic to Sewer Program for East Oakland Avenue:**
Recommend Acceptance of the seven easements to complete Phase 1 of the Septic to Sewer E. Oakland Avenue Project.

D. **Consideration and Approval of Resolution 2026-20, Establishing an Intergovernmental Agreement with the City of Bloomington for Siting and Maintaining Drone Docking Stations and Public Safety Camera Infrastructure:**
Recommend Approval of Resolution 2026-20 and Ratify the IGA with City of Bloomington.

E. **Approve the Professional Service Agreement with HMG Engineers for the design of a 1,107 lineal feet sewer in the Grandview neighborhood to a shovel ready status:**
Approval of the Professional Services Agreement with HMG Engineers in an amount not to exceed $49,700 and authorized the Executive Director to sign the necessary documents.

F. **Consideration and Approval of Resolution 2026-21, Financial Commitment to the Children’s Discovery Museum Water Exhibit:**
Recommend Approval Resolution 2026-21 authorizing funding for the construction of Children’s Discovery Museum Water Exhibit.

G. **Review and Approve the Revision of the Contract for sale to purchase parcel 28-11-400-012 which is located east of the Southeast Wastewater Treatment Facility along N 1675 East Road:**
Approve the Revised Contract for Sale of Real Estate to sale to purchase parcel 28-11-400-012 and authorize the Executive Director to sign the necessary documents.

H. **Consideration and Approval of Resolution 2026-22 Support of an Illinois Transportation Enhancement Program (ITEP) Grant Application for Bicycle and Pedestrian Improvements:**
Recommend Approving the Resolution 2026-22 Confirming the Financial Commitment for the Transportation Enhancement Program (ITEP) Grant.

I. **Retain Baxter & Woodman for the civil and ecological design services to restore the Sugar Creek corridor between W. Market St. and W. Washington St. as part of the 2026 State of Illinois Green Infrastructure Grant Opportunities (GIGO) Award:**
Recommend Approval of Work Order 26-010 from Baxter & Woodman in the amount of $123,500.

J. **Retain Baxter & Woodman for the Sugar Creek at White Oak Park Restoration Design and Permitting:**

Recommend Approval of Work Order 26-011 from Baxter & Woodman in the amount of $108,260.

K. **Participation in the U.S. Department of Energy Award for Renewable Natural Gas Feasibility Study:**
For Informational purposes only, no Board action required.

L. **Consideration and Approval of Ordinance 2026-29, Transfer of the Gridley St. Alley Property from the City of Bloomington to the District:**
Recommend Approval of Ordinance 2026-29.

7. **Annexations**

A. **Consideration and Approval of Annexation Ordinance 2026-23 and the Petition to Annex parcels 21-06-277-012 and 21-06-277-008, commonly located at 702 Brad Street:**
Recommend Approval of the Annexation Petition and Ordinance 2026-23.

B. **Consideration and Approval of Annexation Ordinance 2026-24 and the Petition to Annex parcel 22-30-427-014, commonly located at 1 Mikes Way:**
Recommend Approval of the Annexation Petition and Ordinance 2026-24.

C. **Consideration and Approval of Annexation Ordinance 2026-25 and the Petition to Annex parcel 21-10-305-006, commonly located at 3 Ash Street:**
Recommend Approval of the Annexation Petition and Ordinance 2026-25.

D. **Consideration and Approval of Annexation Ordinance 2026-26 and the Petition to Annex parcels 21-10-305-007 and 21-10-306-024, commonly located at 8 Ash Street:**
Recommend Approval of the Annexation Petition and Ordinance 2026-26.

8. **Executive Session**

9. **New Business - Items removed from the Consent Agenda (if any) will be Item A**

A. **Proposal regarding the real estate Tax Levy for the fiscal year beginning May 1, 2027, and ending April 30, 2028:**
Recommend Authorizing the District to proceed with the public notice requirements under the Truth in Taxation statute for the 2026 Tax Levy and Ordinance, which is expected to exceed the 5% threshold.

B. **Enter into an Engineering Services Agreement with the Farnsworth Group, In., for the Southeast WWTP Digester and Residuals Improvements Design:**
Recommend Approval of an Engineering Services Agreement with Farnsworth Group, Inc. for the Southeast WWTP Digester and Residuals Improvements Design in an amount not to exceed $858,000, with the Executive Director authorized to sign necessary documents pending review by Corporate Counsel.

C. **Enter into an Engineering Services Agreement with Baxter & Woodman, Inc., for the West WWTP Liquid Process Phase 5B-5D Preliminary Design:**
Recommend Approval of an Engineering Services Agreement with Baxter & Woodman, Inc. for the West WWTP Liquid Process Phase 5B-5D Preliminary Design in the amount not to exceed $4,297,000 with the Executive Director authorized to sign necessary documents pending review by Corporate Council.

10. **Additional Business/Discussion**

11. **Adjournment**

Bloomington and Normal
Water
Reclamation
District

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Recognition/Appointments

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REPORTS

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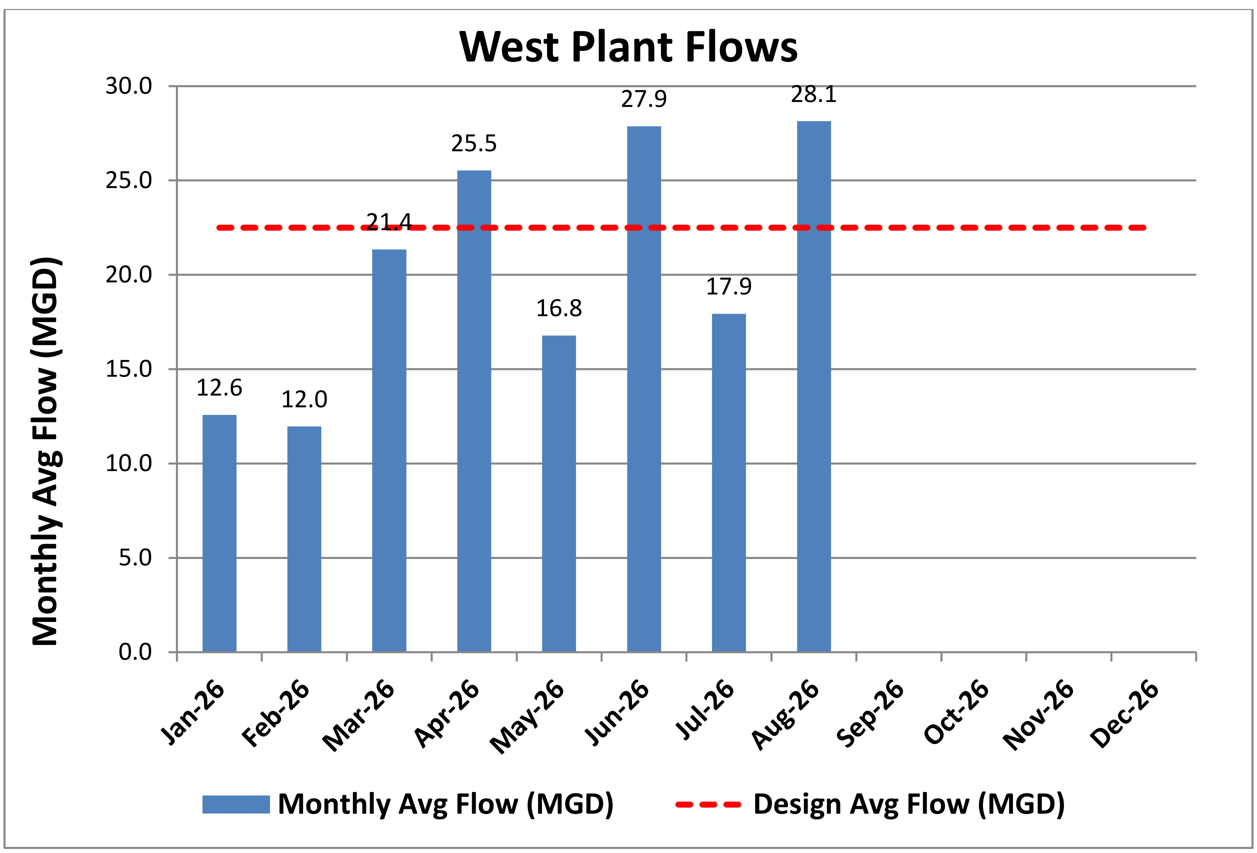
To: Tim Ervin, Executive Director

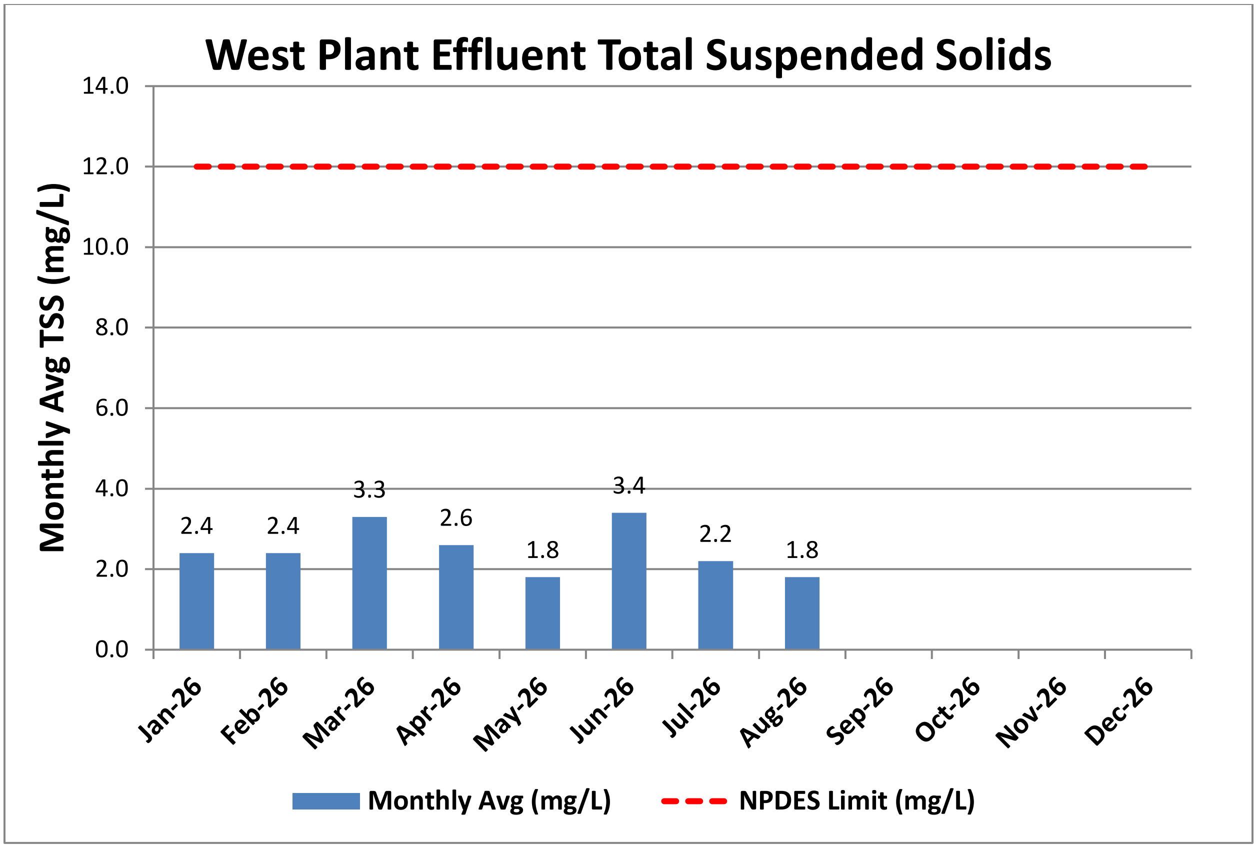
From: Josh Stevens, Director of Operations and Maintenance

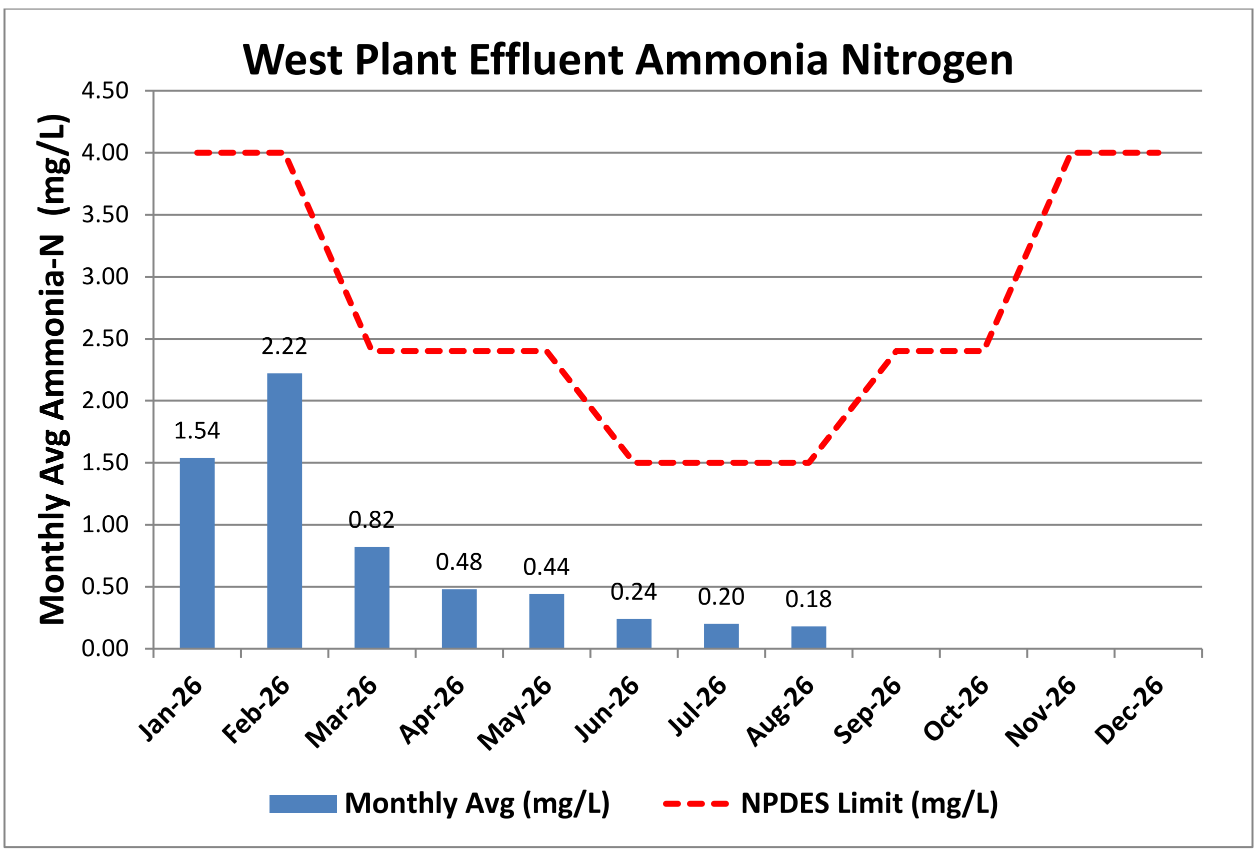
Subject: September 2026 Operations Report

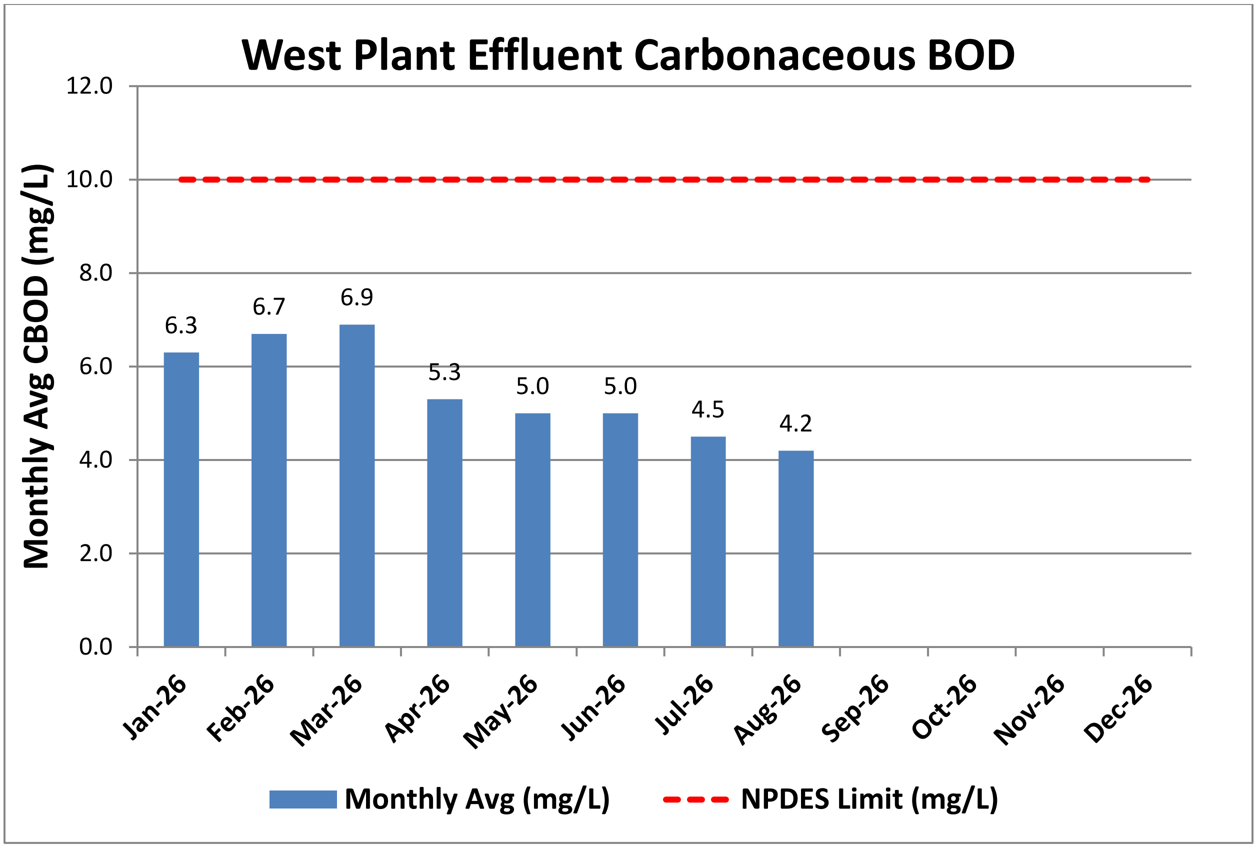
The West and Southeast Plant (SE Plant) were both in compliance with National Pollutant Discharge Elimination System (NPDES) Permit effluent limits during August 2026. This report includes data on key performance indicators and a few relevant Operational updates.

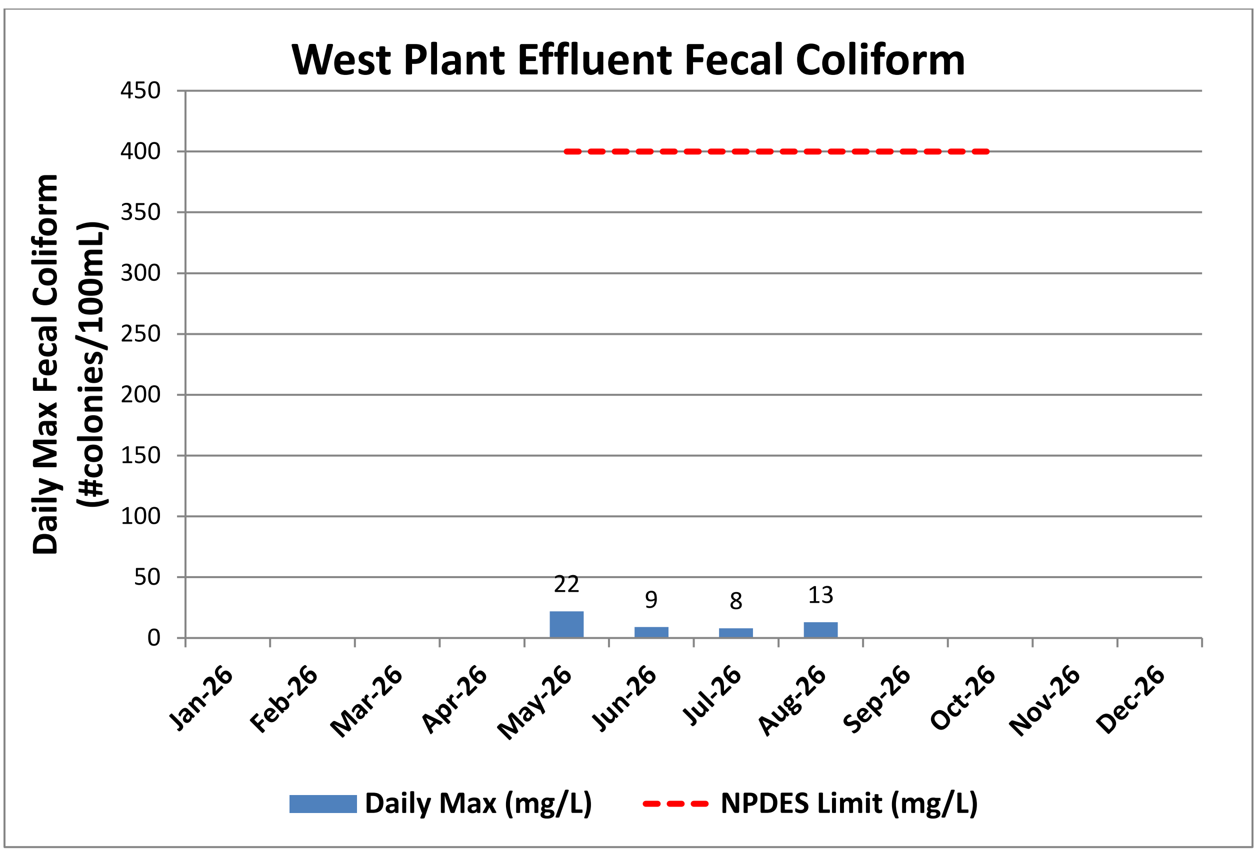
- On August 28th Illinois EPA staff visited the West Plant for their bi-annual inspection of the facility. The visit included a performance review of the treatment process, overview of the ongoing upgrades and a field inspection of the plant and associated combined sewer overflow outfalls. No significant concerns were raised by IEPA. Staff anticipates the final inspection report to reflect favorable remarks.
- Air piping leaks were addressed on the east aeration tanks at the West Plant. Air was escaping from several connections in the tank air distribution piping. These repairs will help with more efficient blower operation and oxygen transfer to the activated sludge microorganisms.
- SE Plant blower building PLC upgrade work was completed. This was the final PLC that needed replaced as part of the overall project to upgrade all the existing PLCs at the facility.

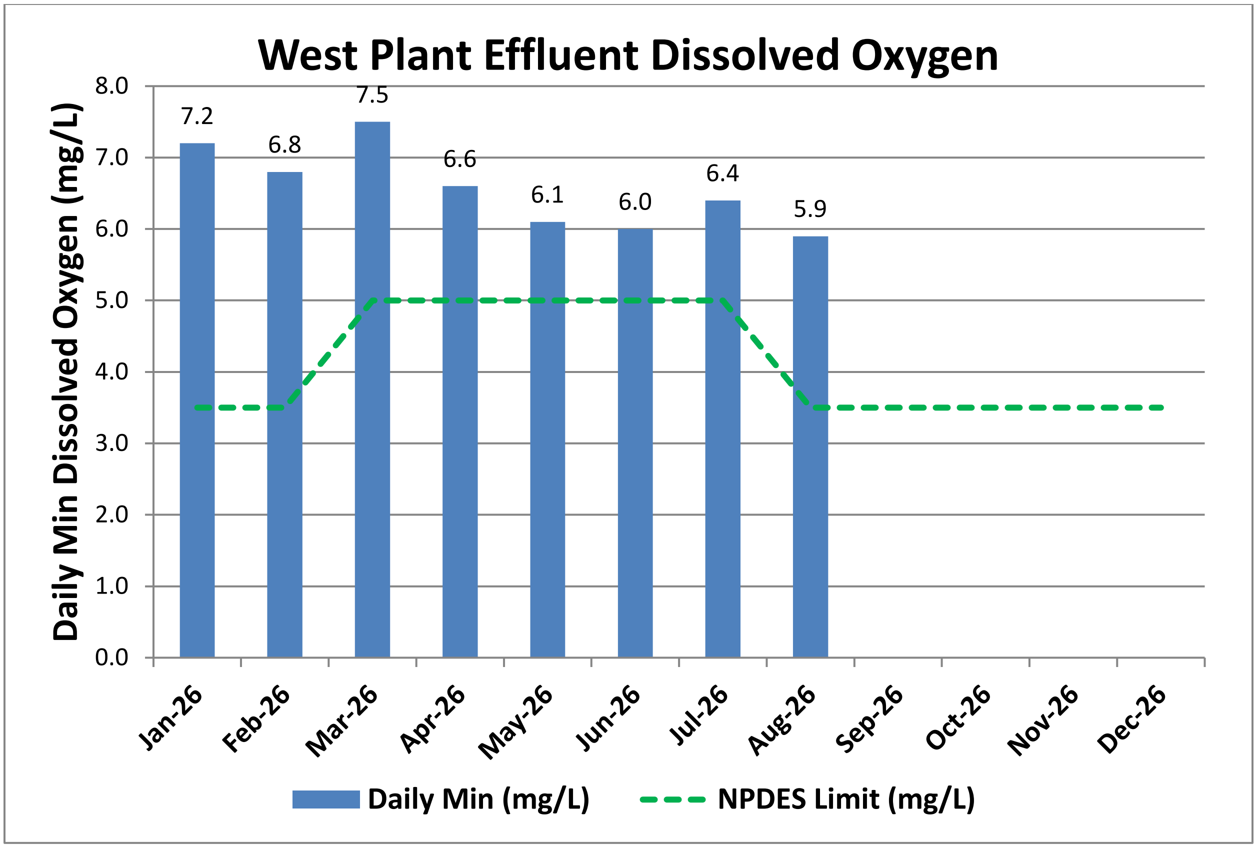



West Plant Effluent Total Suspended Solids
Monthly Avg TSS (mg/L)
14.0
12.0
10.0
8.0
6.0
4.0
2.0
0.0
2.4
2.4
3.3
2.6
1.8
3.4
2.2
1.8
Jan-26
Feb-26
Mar-26
Apr-26
May-26
Jun-26
Jul-26
Aug-26
Sep-26
Oct-26
Nov-26
Dec-26
Monthly Avg (mg/L)
NPDES Limit (mg/L)

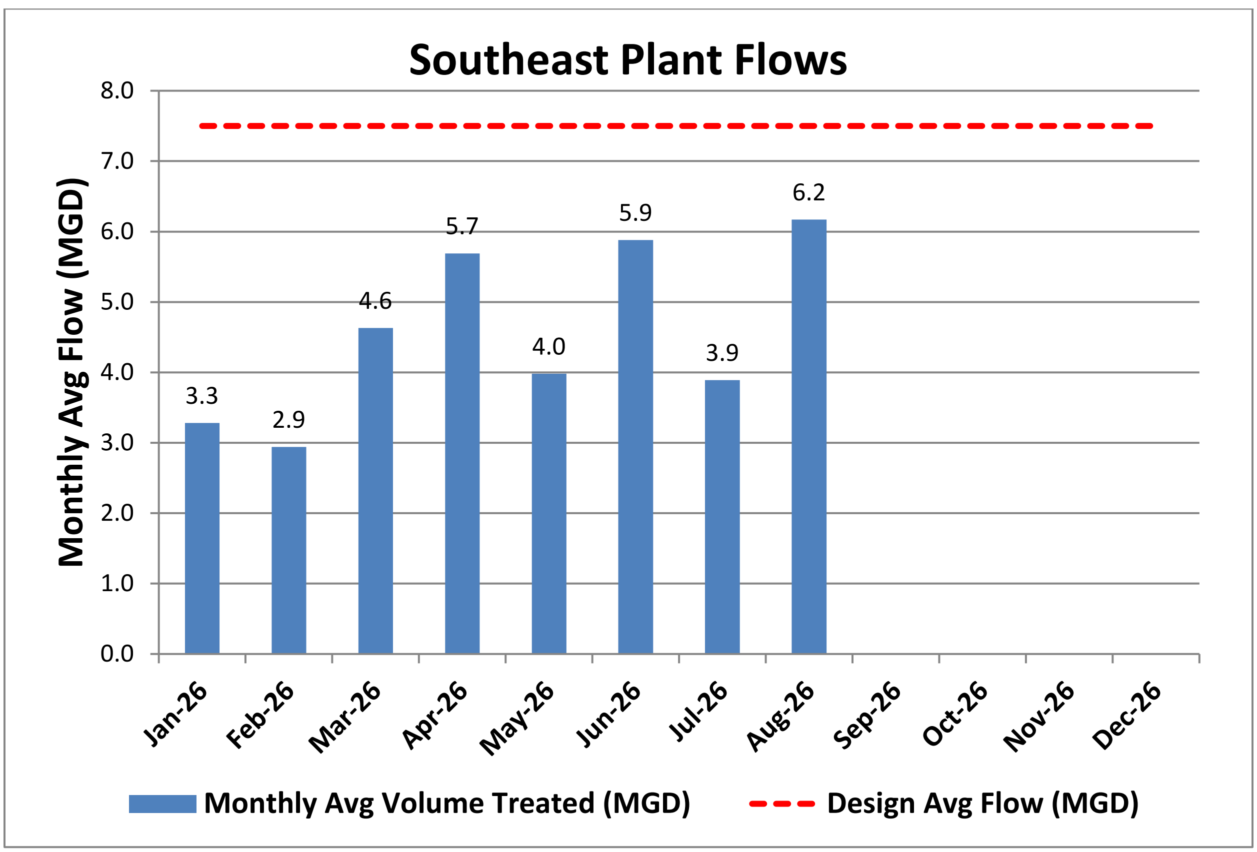

West Plant Effluent Ammonia Nitrogen
Monthly Avg Ammonia-N (mg/L)
4.50
4.00
3.50
3.00
2.50
2.00
1.50
1.00
0.50
0.00
1.54
2.22
0.82
0.48
0.44
0.24
0.20
0.18
Jan-26
Feb-26
Mar-26
Apr-26
May-26
Jun-26
Jul-26
Aug-26
Sep-26
Oct-26
Nov-26
Dec-26
Monthly Avg (mg/L)
NPDES Limit (mg/L)


West Plant Effluent Carbonaceous BOD
Monthly Avg CBOD (mg/L)
12.0
10.0
8.0
6.0
4.0
2.0
0.0
6.3
6.7
6.9
5.3
5.0
5.0
4.5
4.2
Jan-26
Feb-26
Mar-26
Apr-26
May-26
Jun-26
Jul-26
Aug-26
Sep-26
Oct-26
Nov-26
Dec-26
Monthly Avg (mg/L)
NPDES Limit (mg/L)

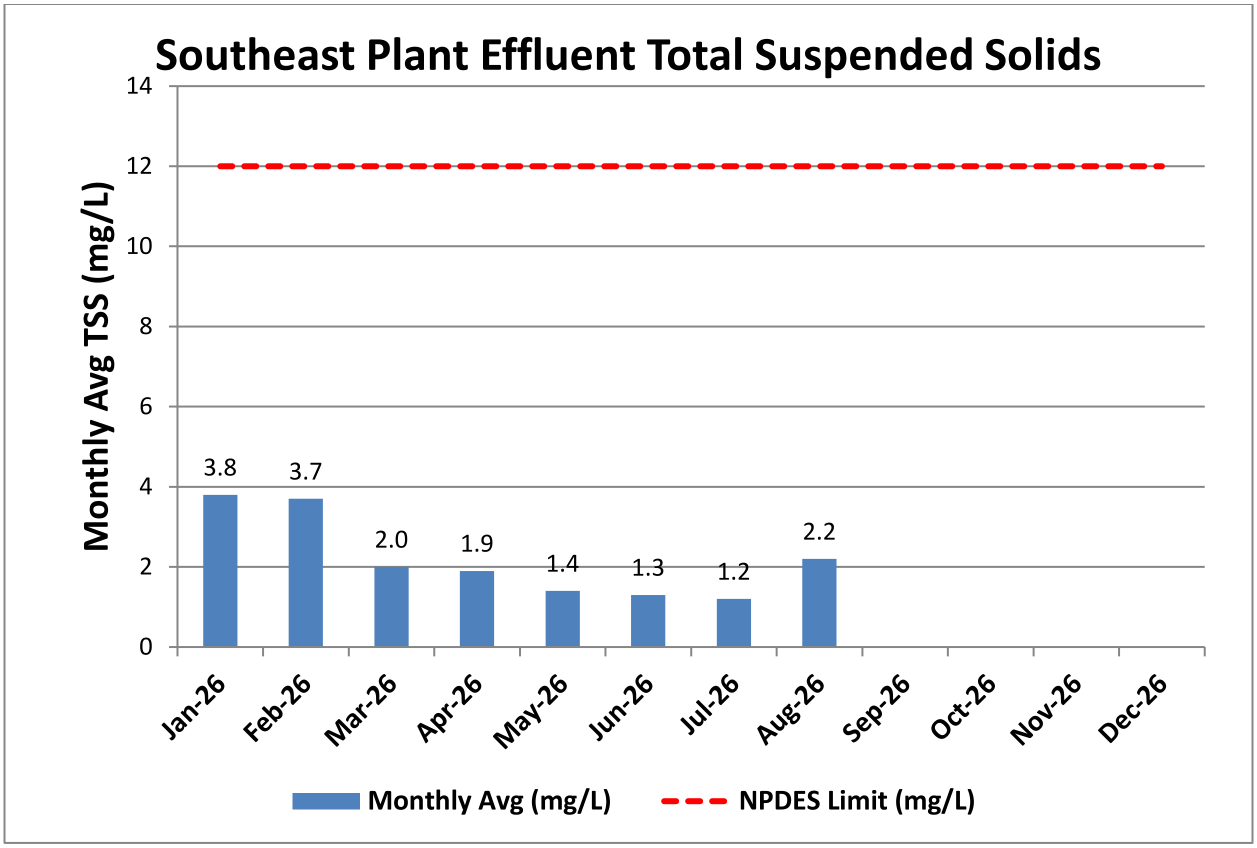

West Plant Effluent Fecal Coliform
Daily Max Fecal Coliform (#colonies/100mL)
450
400
350
300
250
200
150
100
50
0
22
9
8
13
Jan-26
Feb-26
Mar-26
Apr-26
May-26
Jun-26
Jul-26
Aug-26
Sep-26
Oct-26
Nov-26
Dec-26
Daily Max (mg/L)
NPDES Limit (mg/L)

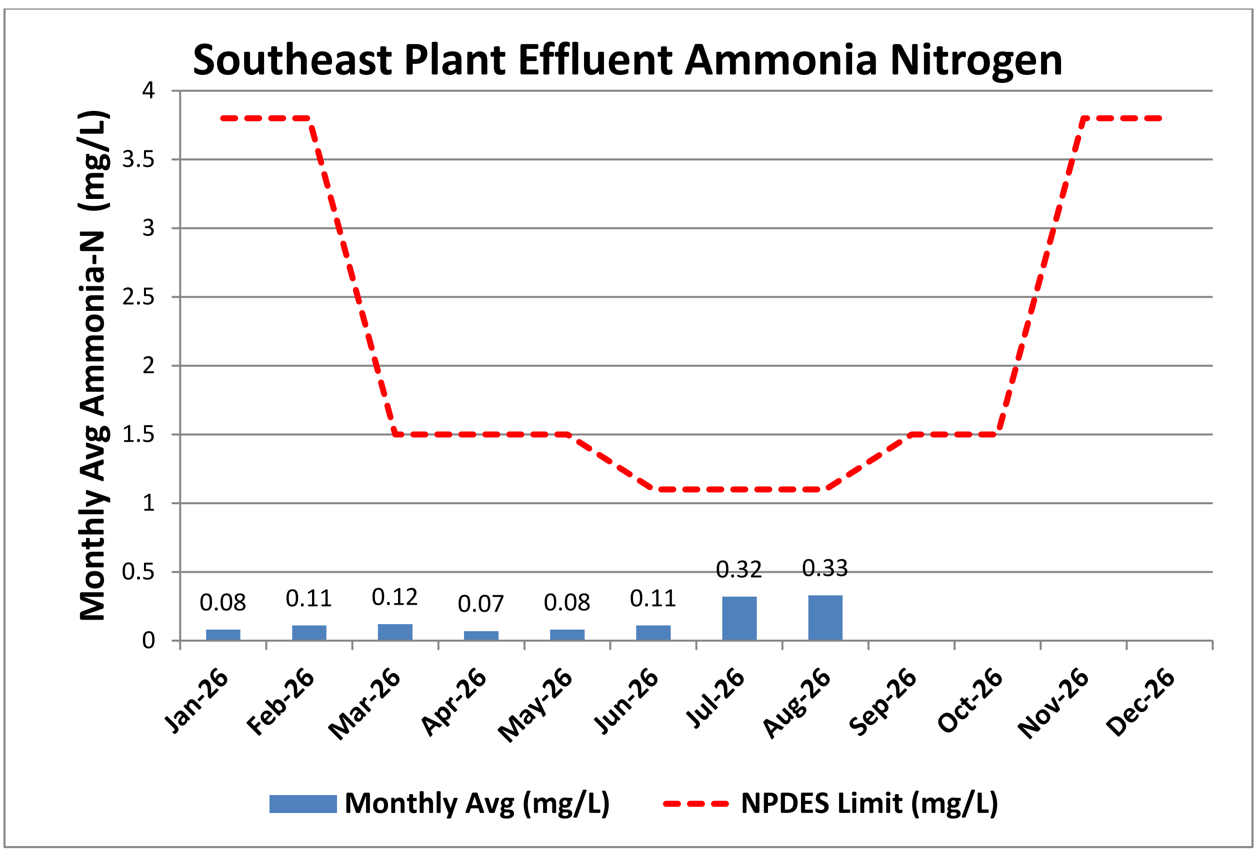


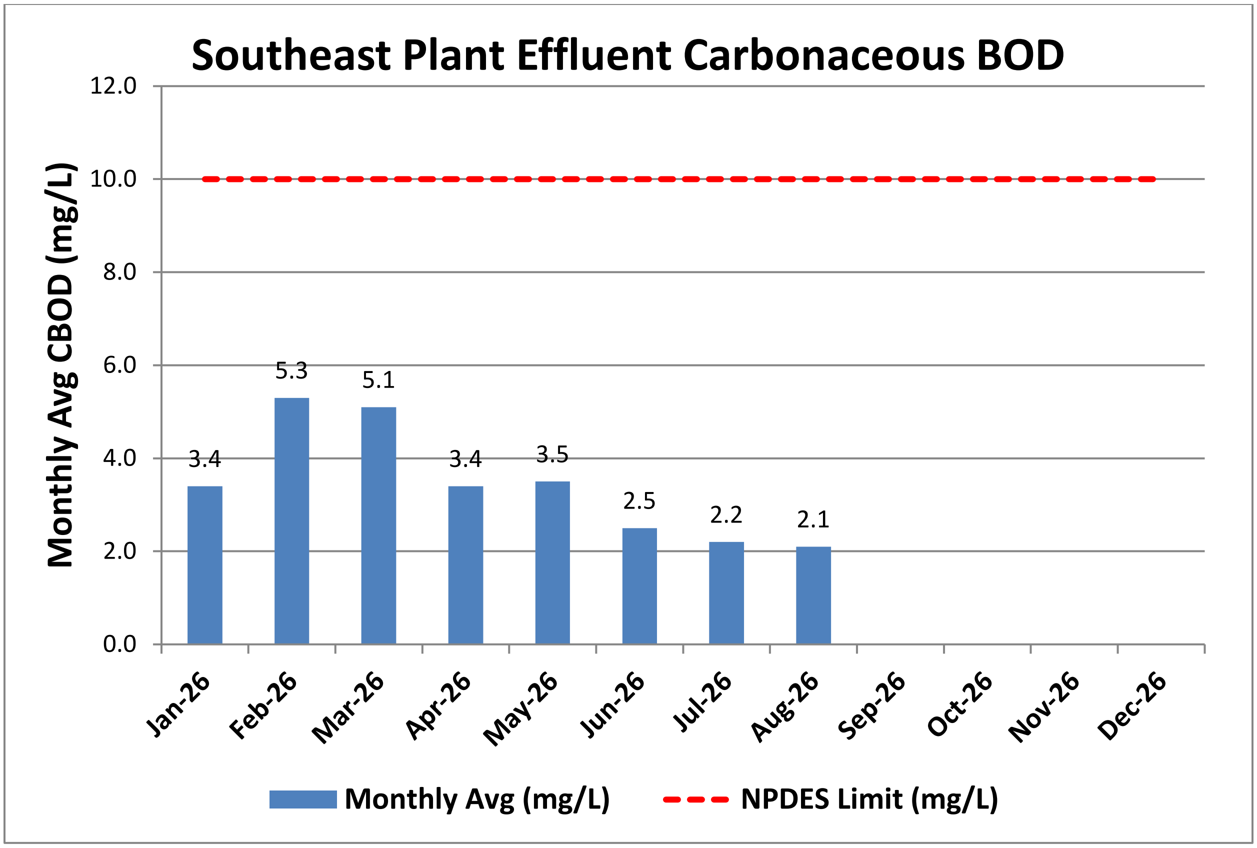
West Plant Effluent Dissolved Oxygen
Daily Min Dissolved Oxygen (mg/L)
8.0
7.0
6.0
5.0
4.0
3.0
2.0
1.0
0.0
7.2
6.8
7.5
6.6
6.1
6.0
6.4
5.9
Jan-26
Feb-26
Mar-26
Apr-26
May-26
Jun-26
Jul-26
Aug-26
Sep-26
Oct-26
Nov-26
Dec-26
Daily Min (mg/L)
NPDES Limit (mg/L)



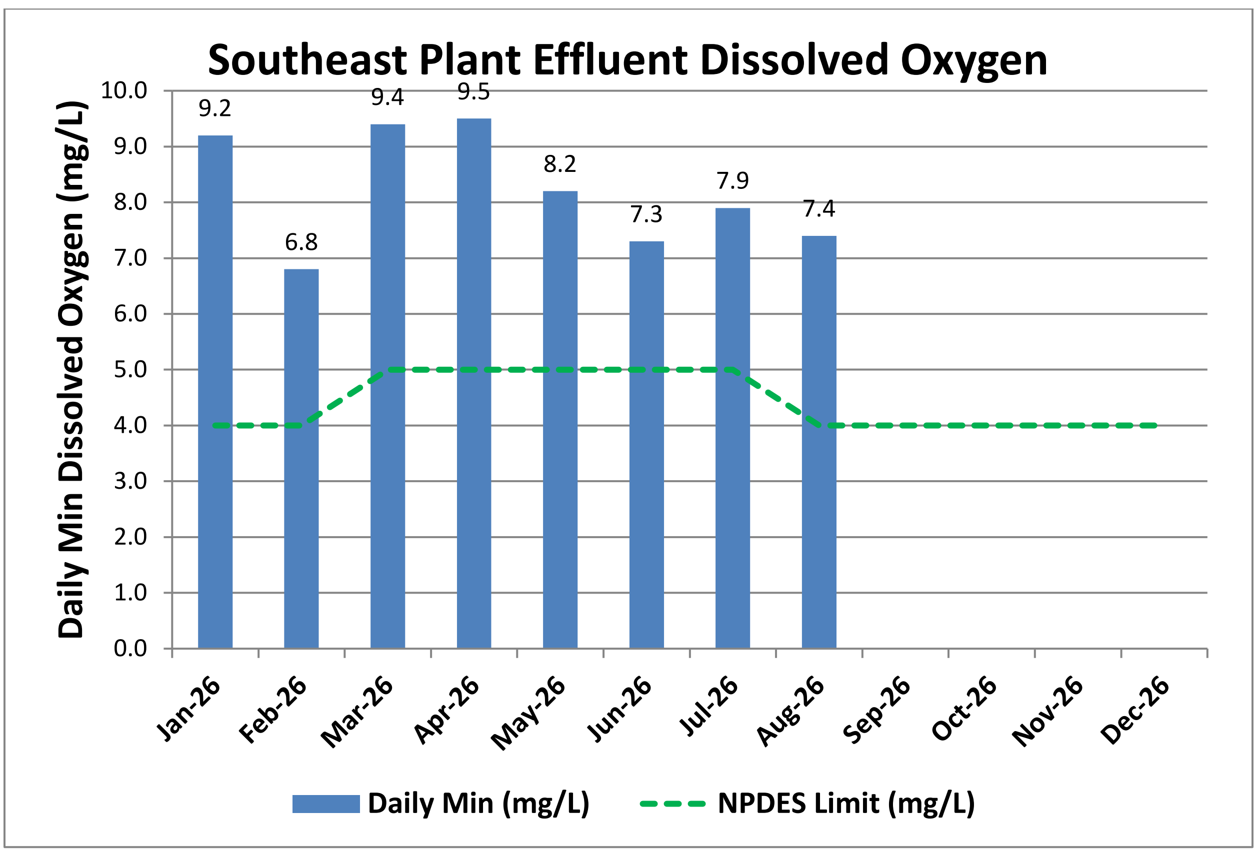
Southeast Plant Flows
Monthly Avg Flow (MGD)
8.0
7.0
6.0
5.0
4.0
3.0
2.0
1.0
0.0
3.3
2.9
4.6
5.7
4.0
5.9
3.9
6.2
Jan-26
Feb-26
Mar-26
Apr-26
May-26
Jun-26
Jul-26
Aug-26
Sep-26
Oct-26
Nov-26
Dec-26
Monthly Avg Volume Treated (MGD)
Design Avg Flow (MGD)


Southeast Plant Effluent Total Suspended Solids
Monthly Avg TSS (mg/L)
14
12
10
8
6
4
2
0
3.8
3.7
2.0
1.9
1.4
1.3
1.2
2.2
Jan-26
Feb-26
Mar-26
Apr-26
May-26
Jun-26
Jul-26
Aug-26
Sep-26
Oct-26
Nov-26
Dec-26
Monthly Avg (mg/L)
NPDES Limit (mg/L)

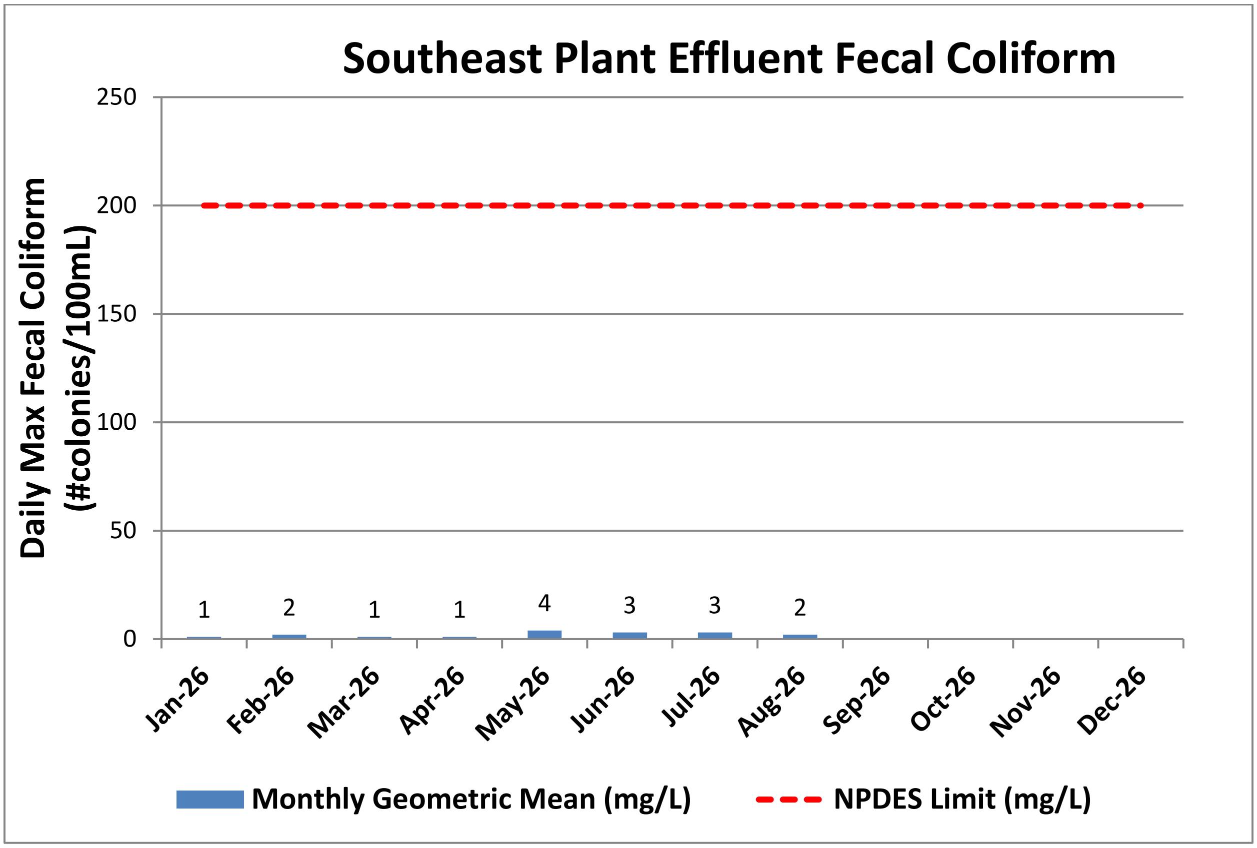

Southeast Plant Effluent Ammonia Nitrogen
Monthly Avg Ammonia-N (mg/L)
4
3.5
3
2.5
2
1.5
1
0.5
0
0.08
0.11
0.12
0.07
0.08
0.11
0.32
0.33
Jan-26
Feb-26
Mar-26
Apr-26
May-26
Jun-26
Jul-26
Aug-26
Sep-26
Oct-26
Nov-26
Dec-26
Monthly Avg (mg/L)
NPDES Limit (mg/L)

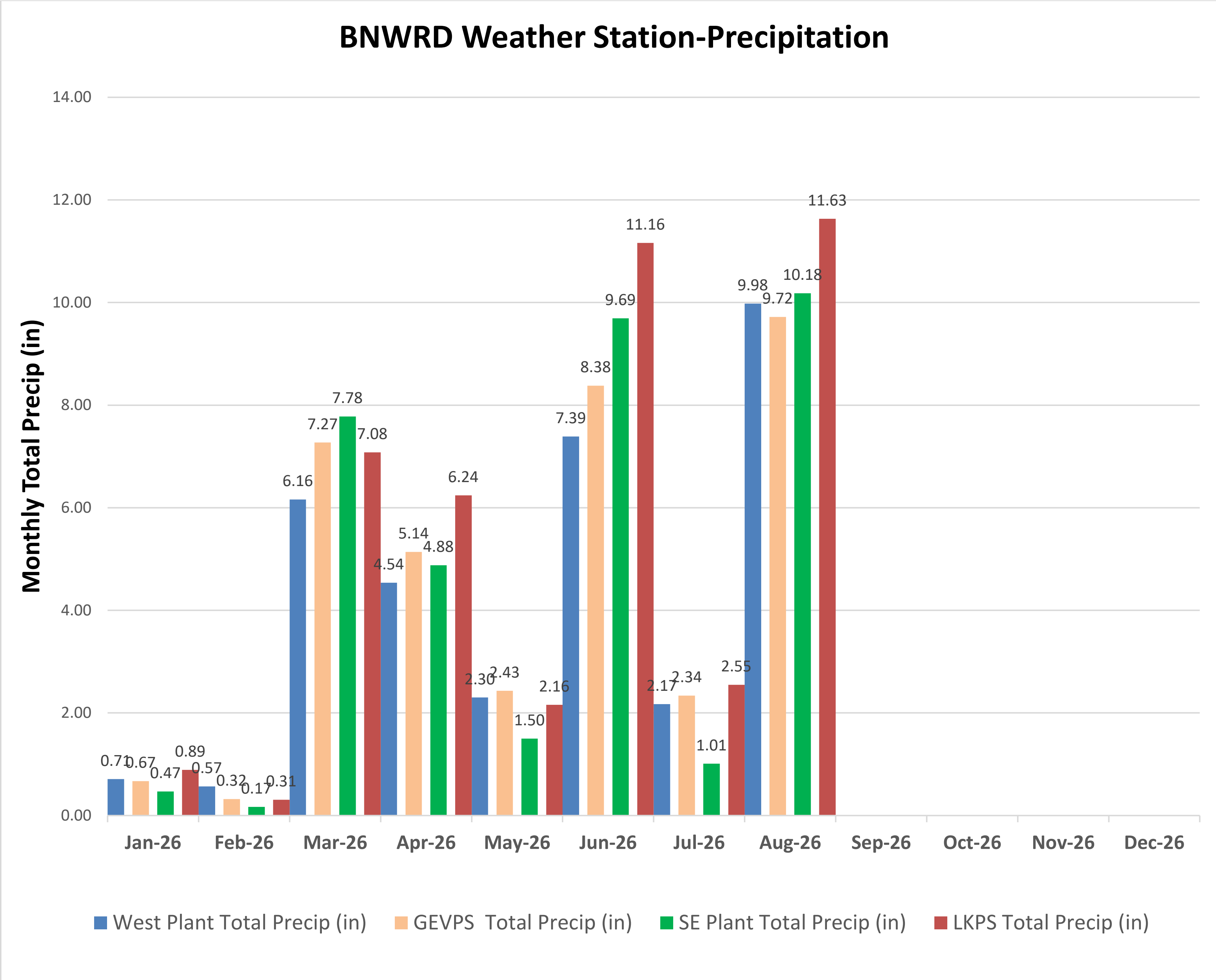


Southeast Plant Effluent Carbonaceous BOD
Monthly Avg CBOD (mg/L)
12.0
10.0
8.0
6.0
4.0
2.0
0.0
3.4
5.3
5.1
3.4
3.5
2.5
2.2
2.1
Jan-26
Feb-26
Mar-26
Apr-26
May-26
Jun-26
Jul-26
Aug-26
Sep-26
Oct-26
Nov-26
Dec-26
Monthly Avg (mg/L)
NPDES Limit (mg/L)



Southeast Plant Effluent Dissolved Oxygen
Daily Min Dissolved Oxygen (mg/L)
10.0
9.0
8.0
7.0
6.0
5.0
4.0
3.0
2.0
1.0
0.0
9.2
6.8
9.4
9.5
8.2
7.3
7.9
7.4
Jan-26
Feb-26
Mar-26
Apr-26
May-26
Jun-26
Jul-26
Aug-26
Sep-26
Oct-26
Nov-26
Dec-26
Daily Min (mg/L)
NPDES Limit (mg/L)


Southeast Plant Effluent Fecal Coliform
Daily Max Fecal Coliform (#colonies/100mL)
250
200
150
100
50
0
1
2
1
1
4
3
3
2
Jan-26
Feb-26
Mar-26
Apr-26
May-26
Jun-26
Jul-26
Aug-26
Sep-26
Oct-26
Nov-26
Dec-26
Monthly Geometric Mean (mg/L)
NPDES Limit (mg/L)


BNWRD Weather Station-Precipitation
Monthly Total Precip (in)
14.00
12.00
10.00
8.00
6.00
4.00
2.00
0.00
0.71
0.67
0.47
0.89
0.57
0.32
0.17
0.31
6.16
7.27
7.78
7.08
4.54
5.14
4.88
6.24
2.30
2.43
1.50
2.16
7.39
8.38
9.69
11.16
2.17
2.34
1.01
2.55
9.98
9.72
10.18
11.63
Jan-26
Feb-26
Mar-26
Apr-26
May-26
Jun-26
Jul-26
Aug-26
Sep-26
Oct-26
Nov-26
Dec-26
West Plant Total Precip (in)
GEVPS Total Precip (in)
SE Plant Total Precip (in)
LKPS Total Precip (in)

Farnsworth GROUP

200 West College Avenue, Suite 301
Normal, Illinois 61761
p 309.663.8435

www.f-w.com

September 14, 2026

Bloomington and Normal Water Reclamation District
Attention: Mr. Tim Ervin and Board Trustees
2015 West Oakland Avenue,
Bloomington, IL 61701

Subject: September 2026 Engineering Project Status Report

Dear Tim and Trustees:

Following are the Engineering Project's monthly status summary.

ACTION ITEMS

A. WWWTP – 5A Primary Clarifiers and Electrical Distribution Improvements
   a. **30% Progress Design Set submitted to District for review on August 28, 2026.**
   b. **Process & Electrical Progress Meetings continue for 60% Progress Design.**

B. CSO 13 Construction – Phase I (Task Order 2025-17)
   a. **New Interceptor Sewer responded well to recent storms.**
   b. **Sewer abandonment and seeding restoration to be completed by October 4, 2026.**

C. Gridley Street Green Infrastructure Improvements
   a. **Stark Excavating has begun rain garden and green alley excavation.**
   b. **Storm sewer installation and road repairs scheduled for late September.**
   c. **Penn Landscaping scheduled for mobilization in October 2026.**

ACTIVE PROJECT STATUS

D. West Interceptor Sewer Rehabilitation (Task Order 2025-3)
   a. FGI reviewing post-installation records submitted by Hoerr for Project Closeout.

E. Interceptor Sewer Heavy Grit Maintenance (Task Order 2026-01)
   a. 1,800 LF of 36" Dia. 1965 Sewer cleaning completed near Hungarian Club (60-70% Full).
   b. Hoerr beginning cleaning of 1,400 LF of 27" Dia. 1926 Sewer near Hungarian Club.

F. Colonial Meadows Sewer and Water System Design (Task Order 2025-10)
    a. Ongoing coordination with City of Bloomington for permit approval of proposed sanitary sewer and water main improvements.
    b. Following City approval, project documents will be submitted to IEPA for permit approval.

G. WWWTP Box Culvert Assessment (Task Order 2026-13)
    a. Box culvert site reconnaissance completed August 4, 2026.
    b. Draft Structural Assessment to be submitted for District review by October 5, 2026.

H. Kickapoo Restoration OSLAD Design (Task Order 2026-10) and Grant App. (Task Order 2026-09)
    a. Draft Design submitted to District August 27, 2026.
    b. OSLAD Public Hearing held August 27, 2026. Application submitted August 28, 2026.
    c. Prairie Platform design to be submitted to District for review by November 19, 2026.

I. SEWWTP Biological Phosphorus Removal Improvements
    a. Williams Brothers completing remaining punchlist items for Final Completion.
    b. Coordination with IEPA for Loan Closeout ongoing.

J. WWWTP Lab Building HVAC Improvements (Task Order 2024-6)
    a. Punchlist and Closeout to be completed by November 18, 2026

K. Northwest Interceptor Sewer
    a. $5,000,000 DCEO Site Readiness Grant Awarded for Phase 1.
    b. Phase 1 Archeological Survey scheduled for October 2026 following harvest.

L. Highland Course Box Culvert Design (Task Order 2026-11) & Bridge Demo (Task Order 2026-12)
    a. Topographic Survey completed July 31, 2026.
    b. Draft design documents to be submitted to District by November 13, 2026.

IN REVIEW

M. East Oakland Septic to Sewer Design and Permitting (Task Order 2026-16)
    a. Proposed sewer plans and IEPA Permit Applications submitted to City of Bloomington on July 10, 2026 for review and approval.

N. North Main Street Septic to Sewer Design and Permitting (Task Order 2026-18)
    a. Proposed sewer plans and IEPA Permit Applications submitted to Town of Normal on July 10, 2026 for review and approval.

O. WWWTP Building Assessment (Task Order 2025-21)

[redacted]

Bloomington Normal Water Reclam. Dist.

Client Manager:
Brent Perz
bperz@baxterwoodman.com
Project Status Report Issued On: 9/8/2026

Project Title/Job	Project Description	Project Manager	Tasks Completed This Period	Milestones Next Period/ Due Date	Non-Scope Work	Action Items	Estimated Completion
Grant Writing Services Job Number: [0220582.30]	Engineering services to identify funding opportunities compatible with projects identified by the District.	Mark Gockowski 815-444-4960 mgockowski@baxterwoodman.com	CDS grant work	Additional grant applications as requested.		None	12/31/2026
2025 Technical Support Job Number: [0221342.32]	Provide hydraulic design and modeling technical support services for the year 2025.	Zach Schuster 779-216-5697 zschuster@baxterwoodman.com	No work completed.	None			12/31/2026
West WWTP Headwork Rehab Construction Services Job Number:	Const. Engineering assistance for the West WWTP Headworks Rehab Design Project.	Reggie Jansen 815-444-3391 rjansen@baxterwoodman.com	General punch list items. Substantial Completion on 6/25/26.	Project punchlist - Eaton O&Ms, Electrical Labels, and a Disconnect. Final closeout and negotiating LDs.			9/30/2026
Plant 3 Headworks Improvements Construction Services Job Number: [0230285.01]	Const. Engineering assistance for the Plant 3 Headworks Improvement Project.	Reggie Jansen 815-444-3391 rjansen@baxterwoodman.com	General Construction Administration, Shop Drawing Review, Field Observation of Excavation and Demolition work.	General Construction Administration, Shop Drawing Review, Continued Field Observation of Excavation and Demolition work.			11/19/2027
Digester and CHP Improvements CS Job Number: [0230391.01]	Provide general construction administration and field observation services to oversee the Digester and CHP Improvements Project for the Bloomington-Normal Water Reclamation District.	Reggie Jansen 815-444-3391 rjansen@baxterwoodman.com	General Construction Administration, Progress Meetings, Submittal Review, Field Observation of Digester 1, FOG Receiving Station, Tunnel work.	General Construction Administration, Progress Meetings, Submittal Reviews, Continued Field Observation of Digester 1, FOG Receiving Station, Tunnel work.			1/31/2028
Clearview Lift Station CS Job Number: [2325150.04]	Provide General Construction Administration and Field Observation services to oversee the Clearview Lift Station Project	Reggie Jansen 815-444-3391 rjansen@baxterwoodman.com	Lift Station, Force Main, Church and Ideal systems are all complete.	Final Invoice.			9/30/2026
Clearview CIPP and Lagoon CS Job Number: [2325150.05]	Provide General Construction Administration and Field Observation services to oversee the Clearview CIPP and Lagoon Project	Reggie Jansen 815-444-3391 rjansen@baxterwoodman.com	Re-apply for IEPA Permit.	IEPA Loan disbursements and management.		Lagoon work to take place in October/November when liquid waste can be farm field applied. Pending permit reapproval.	11/30/2026
Goose Creek Green Infrastructure Restoration Job Number: [2400523.50]	Prepare a restoration design, obtain permits, and implement wetland conversion and stream restoration of approximately 2,300 linear feet of Goose Creek	Cecily Cunz 815-444-4440 ccunz@baxterwoodman.com	Survey, tree survey, and wetland delineation complete. Kickoff meeting completed August 18th.	Process survey, tree survey, and wetland delineation data and incorporate in design. Advance design. Draft BMP design and draft educational sign due October 28th.		Advance design	8/31/2028
Sunnyside Park Sustainability Initiative Job Number: [2400544.50]	Indigo Ecological Design will lead the design process while Baxter & Woodman will provide engineering services.	Cecily Cunz 815-444-4440 ccunz@baxterwoodman.com	Manage ongoing design questions, coordination on construction/construction observation, ongoing meetings. Rough grading almost complete; staking out prairie paths.	Answer design questions, coordinate on construction. Complete rough grading, complete native seed and blanketing, complete staking of paths, parking lot, and concrete.		Answer design questions, coordinate on construction. Complete rough grading, complete native seed and blanketing, complete staking of paths, parking lot, and concrete.	3/31/2027
Goose Creek RR Crossing Job Number: [2401849.00]	Complete a concept design and initiate permit process for the installation of a culvert crossing under the Union Pacific Railroad and construction of a recreational trail.	Corey Van Dyk 815-444-3258 cvandyk@baxterwoodman.com	Preliminary plans sent to UPRR for permit review initiation. No response from UPRR despite following up. Will continue to request review timeline.	Will continue to request review timeline		Waiting for meeting with UPRR	11/20/2026

West Branch Grant Funding Job Number: [2401909.01]	Pursue grant funding components of West Branch Sugar Creek project, including grant programs from IEPA, IDNR, and IDOT.	Cecily Cunz 815-444-4440 ccunz@baxterwoodman.com	Coordinated with DCEO on grant agreement execution fund construction of the West Branch Bridge at Oakdale Elementary. Coordinated on ITEP grant application details for the trails adjacent West Branch Sugar Creek.	Kickoff grant with DCEO after execution of grant agreement. Prep full ITEP grant application for review by end of September.		None	12/31/2026
West Branch Oakdale Bridge Design & Permitting Job Number: [2401909.40]	Preliminary design for a new pedestrian bridge, with associated approach sidewalks and in-stream improvements.	Cecily Cunz 815-444-4440 ccunz@baxterwoodman.com	Completed survey, tree survey and wetland delineation. The regulatory model has been converted, the existing model is complete and being reviewed internally.	Complete review of existing model, then model proposed conditions to verify no changes needed to bridge elevations. Then begin final bridge design.		Complete review of existing model, then model proposed conditions to verify no changes needed to bridge elevations.	4/14/2027
Residuals and Influent Pump Station Improvements Job Number: [2402005.00]	This project will include the design of thickening and dewatering processes to prepare the solids handling at the West WWTP with the pending future liquid process improvements.	Amanda Streicher 815-444-3373 astreicher@baxterwoodman.com	30% Rev-2 Meeting, Construction Sequencing, continue with design, NPW system review, PBC Meeting	NPW Water Model, Process Control Descriptions Review		N/A	3/31/2027
Children's Museum WW Video Job Number: [2500548.00]	Collaborate with the Children's Muesun to define the vision and direction for creative digital media used to enrich museum exhibits and engage their audience.	Brent Perz 815-444-4403 bperz@baxterwoodman.com	None. Underpass was approved and the Children's Museum is determining the space available for this exhibit.	Coordinate with Children's Museum on brainstorming session with subject matter experts and the Boss water table team. Send email reminder to Children's Museum to setup meeting.		None.	12/31/2026
Sunnyside Park Drone Flights Job Number: [2500883.00]	Provide drone flights of the Sunnyside Park site over the next four years.	Cecily Cunz 815-444-4440 ccunz@baxterwoodman.com	None.	None. Next drone flight likely early 2027.		None	9/30/2029
WWWTP Nutrient Upgrade Modeling Job Number: [2501146.00]	Data analysis of additional influent fractionation data for the West Wastewater Treatment Plant (WWWTP) to support future Nutrient Upgrade Design.	Mark Gockowski 815-444-4960 mgockowski@baxterwoodman.com	Brandon provided final sampling data	Finish data compilation and analysis. Provide summary report.			9/30/2026
Sunnyside SITES Certification Assistance Job Number: [2501291.00]	Indigo Ecological Design will lead the SITES Certification process while Baxter & Woodman will provide support services toward certification as identified in the scope of services.	Cecily Cunz 815-444-4440 ccunz@baxterwoodman.com	Wrapped up draft review of all SITES scoring, processed electronic signatures on all documentation. Ongoing SITES scoring narrative and supporting documentation as needed. IPRA '27 Conference Case Study not selected for presentation. Stacey received SITES AP certification.	Ongoing SITES narrative and supporting documentation as needed. Most of remainder will happen after construction.		Ongoing SITES narrative and supporting documentation as needed.	3/31/2027
Pretreatment Assist 2026-2027 Job Number: [2600119.00]	Data analysis of additional influent fractionation data for the West Wastewater Treatment Plant (WWWTP) to support future Nutrient Upgrade Design.	Nichie Schaeffer 815-444-3372 nschaeffer@baxterwoodman.com	General PT & Compliance Assistance - Flow/Time proportional sampling research IU Survey - GIS coordination on survey layer and prepare windshield survey layer guide for District. FSE Survey - GIS Updates and coordination; client corresondence. PFAS Survey - None IU Permit Updates - Continue IU permit fact sheet updates including time-proportional composite sample rationale. New IU Permits - None. Annual Report - None. Project Management - CSR/Invoicing; internal B&W PM coordination and internal meeting; updates from Joy	General PT & Compliance Assistance - Continue to provide pretreatment assistance as requested by the District. IU Survey - Start 2026 survey campaign after FSE survey is complete and Client finishes the windshield survey. FSE Survey - Continue with GIS support and survey support PFAS Survey - None IU Permits - Edit IU Permit Fact Sheet updates for the renewed permits based on client comments New IU Permits - None Annual Report - None	None.	None.	4/30/2027
West Branch Stream Restoration Design Job Number: [2600864.00]	Provide design to restore and stabilize areas of concern along West Branch Sugar Creek between W College Ave and W Hovey Ave	Cecily Cunz 815-444-4440 ccunz@baxterwoodman.com	Survey, tree survey, and wetland delineation all completed and being processed internally. Initiated modeling and permitting for stream restoration design.	Advance modeling and permitting for stream restoration design.	None	advance design	4/30/2027
Sugar Creek Assessment at White Oak Job Number: [2600866.00]	Conduct stream assessment along Sugar Creek from Cottage Avenue to IL Route 9 and complete pollutant load reduction calculations.	Cecily Cunz 815-444-4440 ccunz@baxterwoodman.com	Assessment completed. Determined project would rank highly for future 319 grant application. Tim asked for proposal to advance project to design and permitting.	None. Project complete.		None project complete.	9/30/2026

Kickapoo Creek Headwaters WBP Grant App Job Number: [2601215.00]	Develop project narrative and an IEPA 604b Water Quality Management Program Grant.	Cecily Cunz 815-444-4440 ccunz@baxterwoodman.com	Developing narrative for 604b grant application for the Kickapoo Creek Headwaters watershed plan later this fall. Meeting with Tim and Jackie from McLean Co SWCD to discuss scope this week. Watershed plan will help support appropriate development for watershed within BNWRD's south plant.	Meet w/Tim and Jackie, see if we can get support from DeWitt County. Ongoing narrative development.			12/31/2026
Grant Assistance Job Number: [2601298.00]	Ongoing grant management for Goose Creek IEPA GIGO Grant #25GIGO01(26-2388-14776) and 2026 IEPA 319 Grant resubmittal for IWU Sugar Creek Stream Restoration project.	Cecily Cunz 815-444-4440 ccunz@baxterwoodman.com	Ongoing Goose Creek GIGO and Sugar Creek GIGO grant administration in GATA portal - first quarterly report due by October 30th. IWU Sugar Creek 319 grant resubmittal in progress, sent revised letters of support, partially completed in GATA. Due Sept. 16th.	Goose Creek GIGO grant administration ongoing. Sugar Creek GIGO grant administration starting this week. Complete IWU resubmittal. Send to Tim to review week of Sept 7th. 319 due Sept. 16th.			7/16/2027

Completed Projects

Project Title/Job	Project Description	Project Manager	Tasks Completed This Period	Milestones Next Period/ Due Date	Non-Scope Work	Action Items	Completion
WWWTP Hydrocyclone Pilot Job Number: [2400822.00]	Evaluate the hydrocyclone technology with a pilot, that is proposed to be implemented at scale as part of the upcoming Liquid Process Conversion project.	Mark Gockowski 815-444-4960 mgockowski@baxterwoodman.com	Provided summary report to BNWRD. Project is complete.	Project close out.		None	8/30/2025
APC Sewer Connection Job Number: [2401920.00]	Design assistance with the evaluation of possible sewer connection alternatives for the APC Church.	Mike Kenny 815-444-3371 mkenny@baxterwoodman.com	Incorporated into the Clearview Construction project. This projects is complete.	Project close out.			10/31/2025
Sugar Creek Tree Clearing Adelaide Job Number: [2501374.00]	Invasive brush removal along approximately 700 linear feet on the south side of Sugar Creek.	Lane Linnenkohl llinnenkohl@baxterwoodman.com	Project Complete.				1/30/2026
2025 Sugar Creek Clearing Parcel 2 Job Number: [2501374.01]	Invasive brush removal along approximately 1200 linear feet on the south side of Sugar Creek.	Lane Linnenkohl llinnenkohl@baxterwoodman.com	Project Complete.				1/30/2026
Margret St Tree & Brush Clearing Job Number: [2501448.00]	Invasive brush removal along approximately 500 linear feet on the south side of Margaret Street.	Lane Linnenkohl llinnenkohl@baxterwoodman.com	Project Complete				1/30/2026
Plant 3 Headworks Job Number: [0230285.00]	Make improvements to the Plant 3 Headworks Screen and Grit Removal Building. The improvements will replace aging infrastructure, improve process efficiencies, increase hydraulic capacity and improve O&M.	Mark Gockowski 815-444-4960 mgockowski@baxterwoodman.com	Project Complete				2/21/2026
Hungarian Club Invasive Brush Removal Job Number:	Invasive brush removal on the Hungarian Club Parcel on Sugar Creek.	Lane Linnenkohl llinnenkohl@baxterwoodman.com	Project Complete				3/27/2026
2025 Sugar Creek Clearing Parcel 3 Job Number: [2501374.02]	Invasive brush removal along approximately 1400 linear feet on the south side of Sugar Creek.	Lane Linnenkohl llinnenkohl@baxterwoodman.com	Project Complete				3/31/2026
General Engineering Assistance Job Number: [0221506.00]	General engineering assistance for work requested on an as needed basis.	Brent Perz 815-444-4403 bperz@baxterwoodman.com	None.				12/31/2026
Sugar Creek Tree Clearing Adelaide Job Number: [2501374.00]	Invasive brush removal along approximately 1400 linear feet on the south side of Sugar Creek.	Lane Linnenkohl llinnenkohl@baxterwoodman.com	Project Complete.	02-27-2026 - Will be preparing and extending a proposal for maintenance of this and other tracts cleared this and last winter.			1/30/2026

2025 Sugar Creek Clearing Parcel 2 Job Number: [2501374.01]	Invasive brush removal along approximately 1400 linear feet on the south side of Sugar Creek.	Lane Linnenkohl llinnenkohl@baxterwoodman.com	Project Complete.	02-27-2026 - Will be preparing and extending a proposal for maintenance of this and other tracts cleared this and last winter.			1/30/2026
2025 Sugar Creek Clearing Parcel 3 Job Number: [2501374.02]	Invasive brush removal along approximately 1400 linear feet on the south side of Sugar Creek.	Lane Linnenkohl llinnenkohl@baxterwoodman.com	Received Amendment No. 1 on 1/16/2026. 2-27-2026 - Work is completed and invoiced out.	Schedule invasive brush removal. 02-27-2026 - Will be preparing and extending a proposal for maintenance of this and other tracts cleared this and last winter.			3/31/2026
Hungarian Club Invasive Brush Removal Job Number: [2501374.03]	Invasive brush removal on the Hungarian Club Parcel on Sugar Creek.	Lane Linnenkohl llinnenkohl@baxterwoodman.com	02-27-2026 - Project complete and invoiced out.	Received Signed Contract. 02-27-2026 - Will be preparing and extending a proposal for maintenance of this and other tracts cleared this and last winter.			3/27/2026
Margret St Tree & Brush Clearing Job Number: [2501448.00]	Invasive brush removal along approximately 500 linear feet on the south side of Margaret Street.	Lane Linnenkohl llinnenkohl@baxterwoodman.com	Project Complete				1/30/2026
Nord Parcel Greenway NRI Job Number: [2501364.00]	Conduct a natural resource inventory, stream assessment, and wetland analysis for parcel #21-07-100-016 in Bloomington, IL.	Cecily Cunz 815-444-4440 ccunz@baxterwoodman.com	Completed	Complete prioritized list of reaches by pollutant load reduction vs cost and present to Tim		Complete prioritized list of reaches by pollutant load reduction vs cost and present to Tim	5/29/2026
SCADA Master Plan Job Number: [2500187.00]	Assess the existing SCADA system accurately, analyze where improvements and upgrades should be made, and then methodically plan the best and most cost-effective way to move forward.	Keith Bosecker 815-444-4428 kbosecker@goconcentric.com	Master plan presented during meeting at the south plant. The district has reviewed and provided feedback - currently addressing the comments and finalizing network diagram.	Final master plan report to be delivered by end of month.			4/30/2026
Sugar Creek GIGO Restoration Job Number: [2500335.00]	Develop a preliminary concept plan and cost estimate to restore Sugar Creek and an adjacent wetland between Route 9/W Market Street in Bloomington, IL.	Cecily Cunz 815-444-4440 ccunz@baxterwoodman.com	initiated project closeout	none. Await grant contract from IEPA. Maybe August 2026.		Await grant contract from IEPA. Maybe August 2026.	5/29/2026
Pretreatment Assistance 2025-2026 Job Number: [2500584.00]	Provide assistance with the District's pretreatment program.	Nichie Schaeffer 815-444-3372 nschaeffer@baxterwoodman.com				None	5/30/2026
Margret St Tree & Brush Clearing Job Number: [2501448.00]	Invasive brush removal on the Margret Street	Lane Linnenkohl llinnenkohl@baxterwoodman.com	Project Complete				5/30/2026
SEWWTP Matterport Scan Job Number: [2600326.00]	Compelete Matterport scan of the SE WWTP once construction is substantially complete.	Mark Gockowski 815-444-4960 mgockowski@baxterwoodman.com	Complete				7/30/2026
2026 Creek Corridor Stewardship Job Number: [2600928.00]	Provide vegetation maintenance along certain sections of Sugar Creek corridor that were cleared of invasive brush and trees within the past two winters.	Lane Linnenkohl llinnenkohl@baxterwoodman.com	Completed last treatment this month. Working on proposal for invasive brush clearing on opposite side of stretch of Sugar Creek				8/30/2026

Digester and CHP Improvements CS - Job Number: [0230391.01]
Construction Photos
Welding ceiling plates for the Digester #1 Cover and backfilling around the FOG/HSW structure.

Plant 3 Headworks Improvements Construction Services - Job Number: [0230285.01]
Construction Photos
Slide Gate GR_INFL_GT installed, anchored, and grouted. Driving sheet piling along the existing Grit Tank South wall

Bloomington and Normal
Water
Reclamation
District

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Bloomington-Normal Water Reclamation District

First Quarter Farm Report

July 31, 2026

Heartland Bank and Trust Company
AGRICULTURAL SERVICES

BLOOMINGTON-NORMAL WATER RECLAMATION DISTRICT

Farm Report - September 14, 2026

2025 Crop Yields

	Soybeans
Shirley	80.22

2026 Planting

Crop	Acres	Planting Date
Corn	93.97	5/11/2026

2026 Farm Lease

Base Rent:	$250.00	per acre
Bonus Rent:	TBD	per acre
Total:		per acre

Current Farm Activities

Shirley: The corn that was planted on May 11th has continued to grow and develop normally this summer. By mid-July it was tasselled and pollinating the ears. The financial report includes payment of the first installment of real estate taxes, and payment to Blake Fitzgerald for planting sunflowers in the food plot areas again this year. Much of the area corn has been sprayed with fungicide, due to concerns about disease pressure following periods of heavy rainfall and humid conditions.

Ag News: Crop conditions throughout central Illinois are good, but not great. Plant health appears good, but there have been corn pollination issues, and there are of course drowned out areas where spring rains flooded crops. Because of these issues and the uncertainty of overall crop yields, grain markets have rebounded over the past several months. Harvest will begin in earnest after Labor Day, and actual yield reports will be the main market driver as we head into fall. Soybeans will continue to benefit from August rains as pod fill is underway.

With fertilizer, seed, and chemical expenses high, the USDA has offered some relief in the form of delayed crop insurance premium due dates. This will allow farmers to pay their bills after harvest, rather than draw on already high lines of credit. While growing soybeans is generally cheaper than planting corn, the market will dictate which crop will be more profitable in 2027. Most farmers will likely make their cropping decisions following harvest, while decisions on marginal land may be delayed until late winter.

Heartland Bank and Trust Company
Income Statement - Period vs. YTD
BNWR PRIMARY (BNWR00002)
05/01/2026 to 07/31/2026

	Period	YTD
Income		
Interest	$991.74	$991.74
Total Income	**$991.74**	**$991.74**
Expense		
Custom Hire	$531.40	$531.40
Real Estate Taxes	$4,177.28	$4,177.28
Farm Management Fee	$69.40	$69.40
Total Expense	**$4,778.08**	**$4,778.08**
Total Net Income	**($3,786.34)**	**($3,786.34)**
Cash Flow Summary		
Beginning Cash	$114,337.73	$114,337.73
Receipts	$991.74	$991.74
Operating Expenses	($4,778.08)	($4,778.08)
Ending Balance	**$110,551.39**	**$110,551.39**

HEARTLAND BANK AND TRUST COMPANY
TRANSACTION JOURNAL BY FARM
FOR FARM: BNWR PRIMARY
FOR PERIOD 05/01/2026 THRU 07/31/2026

Farm No. BNWR00002 BNWR PRIMARY

DATE	RECEIVED FROM OR PAID TO	CHECK #	RECEIVED	PAID	BALANCE
05/01/2026	Beginning Bank Balance				$114,337.73
05/05/2026	HEARTLAND BANK AND TRUST C Interest & Dividends		$330.54		$114,668.27
05/05/2026	HEARTLAND BANK AND TRUST C Interest & Dividends Farm Mangement Fee			$23.13	$114,645.14
06/01/2026	MCLEAN COUNTY COLLECTOR BNWR0499 BNWR/FITZGERALD Real Estate 1ST INSTALLMENT RE TAXES 21-32-100-004	55690		$4,177.28	$110,467.86
06/02/2026	HEARTLAND BANK AND TRUST C Interest & Dividends		$341.26		$110,809.12
06/02/2026	HEARTLAND BANK AND TRUST C Interest & Dividends Farm Mangement Fee			$23.88	$110,785.24
06/09/2026	FITZGERALD FAMILY FARMS LLC BNWR0499 BNWR/FITZGERALD Custom Hire Exp: General PLANTING OF SUNFLOWERS	55861		$531.40	$110,253.84
07/06/2026	HEARTLAND BANK AND TRUST C Interest & Dividends		$319.94		$110,573.78
07/06/2026	HEARTLAND BANK AND TRUST C Interest & Dividends Farm Mangement Fee			$22.39	$110,551.39

END OF REPORT Ending Balance 07/31/2026 $110,551.39

Heartland Bank and Trust Company
Income Statement - Period vs. YTD
BNWR/FITZGERALD (BNWR0499)
05/01/2026 to 07/31/2026

	Period	YTD
Income		
Expense		
Custom Hire	$531.40	$531.40
Real Estate Taxes	$4,177.28	$4,177.28
Total Expense	**$4,708.68**	**$4,708.68**
Total Net Income	**($4,708.68)**	**($4,708.68)**

Farm No. BNWR0499 BNWR/FITZGERALD

DATE	RECEIVED FROM OR PAID TO	CHECK #	RECEIVED	PAID
06/01/2026	MCLEAN COUNTY COLLECTOR Real Estate 1ST INSTALLMENT RE TAXES 21-32-100-004	55690		$4,177.28
06/09/2026	FITZGERALD FAMILY FARMS LLC Custom Hire Exp: General PLANTING OF SUNFLOWERS	55861		$531.40

OLD BUSINESS

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OLD BUSINESS A

BOARD MEETING DATE: September 14, 2026

SUBJECT: Consideration and Approval of 2026-27 Ordinance for the Bloomington and Normal Water Reclamation District, McLean County, Illinois, authorizing and providing for an Installment Purchase Agreement for the purpose paying the cost of purchasing real or personal property, or both, in and for the District, and authorizing and providing for the issue of the District's Debt Certificates, Series 2026B, in an aggregate principal amount of $15,000,000, evidencing the rights to payment under the Agreement, prescribing the details of the Agreement and Certificates, and providing for the security for and means of payment under the Agreement of the Certificates

PREPARED BY: Timothy Ervin, Executive Director

REVIEWED BY: Anthony Miceli, President, Speer Financial, Inc.; Attorney Elizabeth Megli, Partner with Livingston, Barger, Brandt, and Schroeder; Attorney Kent Floros, Partner with Chapman and Cutler LLP.

STAFF RECOMMENDATION Approval of Ordinance 2026-27, for Debt Certificates Series 2026B.

ATTACHMENTS: Parameter Bond Ordinance 2026-27; Preliminary Term Sheet

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BACKGROUND: Sewer system expansion and regionalization support sustainable growth by aligning wastewater infrastructure with economic development needs. As communities grow, aging or undersized systems can become overburdened, increasing the risk of overflows, environmental impacts, regulatory violations, and public health concerns. Expanding and regionalizing capacity helps ensure wastewater is collected, treated, and discharged in compliance with environmental standards while improving service reliability, reducing per-capita costs through economies of scale, and extending capacity to underserved areas.

Reliable wastewater infrastructure also strengthens communities' ability to attract private investment, support residential and commercial development, improve property values, and expand the tax base. Through shared governance, infrastructure, or service delivery, regional models allow communities to pool resources and expertise, address aging-system challenges, and preserve an appropriate level of local control. In this way, sewer regionalization serves not only as an operational strategy, but also as an economic development tool that helps communities become more resilient, competitive, and prepared for future growth.

Beyond infrastructure investment, long-term wastewater planning also depends on public understanding and community stewardship. Teaching youth about water quality helps build that foundation by showing how daily water use affects local waterways, public health, ecosystems, and economic stability. For wastewater entities, youth education highlights the role treatment plants play in removing pollutants and returning water safely to the environment. Hands-on activities, such as building aquifer models, simulating wastewater treatment, and exploring watersheds, help students understand the science and engineering behind water protection. Early exposure encourages responsible water use, supports future interest in environmental and wastewater careers, and helps cultivate a public that values clean water, regulatory compliance, and conservation. By incorporating water quality education into schools and community programs, wastewater entities can help prepare future generations to protect and sustainably manage water resources.

Debt Certificate Financing — A **debt certificate** allows the District to finance the construction of multi-year infrastructure through a short-term municipal debt instrument. This approach is particularly useful in an unfavorable long-term interest rate environment because it allows construction to proceed without immediately locking the District into long-term debt at elevated rates.

Under this structure, the District issues debt certificates to provide interim construction funding for the capital improvements listed in the table below. The certificates establish the District's repayment obligation and are secured by general operating revenues.

Once construction is complete and project costs are finalized, the District can refinance the short-term debt with long-term financing, such as a WIFIA loan or other long-term debt instrument. This strategy preserves project momentum while giving the District flexibility to evaluate market conditions and secure more favorable long-term rates when the permanent financing is placed.

Key benefits of this approach include:

- Provides short-term construction funding while avoiding an immediate long-term borrowing commitment in an unfavorable rate environment;
- Allows critical capital projects to proceed while long-term interest rates and permanent financing options continue to be evaluated;
- Supports refinancing after construction, when final project costs are known and long-term debt can be structured more efficiently; and
- Preserves flexibility to transition from interim debt certificates to long-term financing when market conditions are more favorable.

BLOOMINGTON & NORMAL WATER RECLAMATION DISTRICT

This financing mechanism gives the District a flexible bridge between near-term construction needs and permanent long-term financing, helping advance essential infrastructure while managing interest-rate risk.

Wastewater Project(s) and Endeavors – Debt Certificate 2026B will fund three projects that support wastewater regionalization, reliable utility service, and water quality education. The infrastructure work includes continued design and construction of the multi-phase Northwest Interceptor and extension of dependable sewer and water service to the Colonial Meadows Subdivision. Together, these improvements will help meet current and future wastewater and drinking water needs in McLean County, including the Sugar Creek and Goose Creek watersheds within the District's corporate limits. The District also will establish a long-term partnership with the Children's Discovery Museum to help fund the expansion, design, and integration of a water quality exhibit that promotes public understanding and stewardship of McLean County's water cycle.

The following infrastructure projects are included:

Project	Activity	Infrastructure	Total
Colonial Meadows	Construction	Sewer/Water System	$6,000,000
Northwest Interceptor – WWTP to College Ave.	Construction	Sewer System	4,700,000
Children's Discovery Center Exhibit	Design & Construction	Education	2,000,000
Northwest Interceptor – E 2000 N Rd to Hudson	Design	Sewer System	650,000
Northwest Interceptor – College Ave. to E 2000 N Rd	Design	Sewer System	500,000
Issuance Costs	Issuance Costs	-	40,000
		Total:	**$13,890,000**

Staff recommend using a competitive bid process for the debt certificate. Through this formal process, multiple lenders or investors submit financing proposals under specified terms, including interest rates, repayment schedules, and other conditions. The District then evaluates the bids for cost, compliance with requirements, and overall value. This approach promotes transparency, encourages competition, and helps secure the lowest responsible cost of funds while supporting fiscal accountability and market fairness.

STRATEGIC PLAN ALIGNMENT:

☐Goal I – Compliance & Reliability

☐Goal II – Workforce Excellence

☐Goal III – Public Trust

☒Goal IV – Financial Stability

☐Goal V – Capital Stewardship

Alignment Narrative: Maintain structurally balanced budgets while continuing to manage operating expenses and invest in critical infrastructure. These projects support reliable sewage conveyance, regionalization, and water quality education for youth. They also align with the goal of prioritizing and sequencing capital investments through transparent, data-driven criteria that balance regulatory requirements, system reliability, community benefit, and financial sustainability.

BUDGET IMPACT: The District's long-term financial model includes the $13,850,000 Debt Certificate for the capital projects assigned to this issuance. The fiscal impact of the debt has been incorporated into the recommended long-term user rate structure. The sewer projects address long-term system needs and potential service challenges within the District's corporate limits. The Northwest Interceptor will increase sewer conveyance capacity in west Bloomington and Normal and establish the infrastructure needed to extend sewer service to north Normal and the Village of Hudson. The extension of sewer and drinking water infrastructure to the Colonial Meadows Subdivision will address service issues documented since the 1970s. Using debt certificates will allow these projects to move forward on an accelerated schedule.

EXTRACT OF MINUTES of a regular public meeting of the Board of Trustees of the Bloomington and Normal Water Reclamation District, McLean County, Illinois, held in the Trustee Board Room of the District Office, 2015 West Oakland Avenue, Bloomington, Illinois, in said District, at 4:00 p.m., on the 14th day of September, 2026.

The President called the meeting to order and directed the Clerk to call the roll.

Upon the roll being called, Jeffrey K. Feid, the President, and the following Trustees were physically present at said location: ____

____

The following Trustees were allowed by a majority of the members of the Board of Trustees in accordance with and to the extent allowed by rules adopted by the Board of Trustees to attend the meeting by video or audio conference: _________________________________

No Trustee was not permitted to attend the meeting by video or audio conference.

The following Trustees were absent and did not participate in the meeting in any manner or to any extent whatsoever: ____

The President announced that the next item for consideration was the issuance of not to exceed $15,000,000 Debt Certificates, Series 2026B, to be issued by the District pursuant to Section 17(b) of the Local Government Debt Reform Act, and that the Board of Trustees would consider the adoption of an ordinance providing for an Installment Purchase Agreement in order to finance the costs of improving the sewerage system of the District, authorizing the issuance of said Certificates evidencing the rights to payment under said Agreement and providing for the sale of said Certificates. The President then explained that the ordinance sets forth the parameters for the issuance of said Certificates and sale thereof by designated officials of the District and summarized the pertinent terms of said parameters, including the specific parameters governing the manner of sale, length of maturity, rates of interest, and purchase price for said Certificates.

Whereupon __________________ presented and read by title an ordinance as follows, a copy of which was provided to each Trustee prior to said meeting and to everyone in attendance at said meeting who requested a copy:

ORDINANCE NO. 2026-27

AN ORDINANCE of the Bloomington and Normal Water Reclamation District, McLean County, Illinois, authorizing and providing for an Installment Purchase Agreement for the purpose paying the cost of purchasing real or personal property, or both, in and for the District, and authorizing and providing for the issue of the District's Debt Certificates, Series 2026B, in an aggregate principal amount of not to exceed $15,000,000, evidencing the rights to payment under the Agreement, prescribing the details of the Agreement and Certificates, and providing for the security for and means of payment under the Agreement of the Certificates.

WHEREAS, the Bloomington and Normal Water Reclamation District, McLean County, Illinois (the *"District"*), is a duly organized and existing sanitary district incorporated and existing under the Sanitary District Act of 1917, as amended (the *"Sanitary District Act"*), and particularly as supplemented and amended by the Local Government Debt Reform Act, as amended (the *"Debt Reform Act"*) , and Section 17(b) of the Debt Reform Act (collectively, the *"Installment Purchase Provisions"*), in each case, as supplemented and amended (collectively, *"Applicable Law"*); and

WHEREAS, for many years, the District has owned and operated, and continues to own and operate a water treatment and sewage system (the *"System"*) in accordance with the provisions of the Sanitary District Act, the Clean Water Act of 1977, and the regulations established by the United States Environmental Protection Agency and the Illinois Environmental Protection Agency; and

WHEREAS, the Board of Trustees of the District (the *"Board"*) has determined that it is advisable, necessary and in the best interests of the public health, safety and welfare of the District to pay costs of improving the System, all in accordance with preliminary plans and estimate of costs heretofore approved by the Board and now on file in the office of the Clerk of the District (the *"Clerk"*), and to pay the engineering, construction, legal, financial and administrative expenses related thereto (collectively, the *"Project"*); and

WHEREAS, the District has secured financing for a portion of the costs of the Project from the United States Environmental Protection Agency (*"USEPA"*), such financing to be secured through one or more Water Infrastructure and Innovation Act loans pursuant to a Master Loan Agreement between the District and USEPA (collectively, the *"WIFIA Loans"*); and

WHEREAS, in evidence of the initial WIFIA Loan, the Board has issued its General Obligation Bonds (Alternate Revenue Source) (WIFIA – N22106IL), dated April 23, 2024 (the *"WIFIA Bond"*), which WIFIA Bond was issued in a principal amount of $38,295,600 and of which $0 has been drawn as of the date hereof; and

WHEREAS, the Board has determined that it is necessary and the best interests of the District to establish a facility to pay costs of the Project prior to drawing the funds available under the WIFIA Loans and, specifically, the WIFIA Bond; and

WHEREAS, the Certificates are being issued to increase such facility; and

WHEREAS, the District is authorized to draw on the WIFIA Bond to pay Eligible Project Costs (as defined in the WIFIA Bond); and

WHEREAS, the District does hereby find and determine that the costs of the Project constitute Eligible Project Costs under the WIFIA Loans and the WIFIA Bond; and

WHEREAS, the Board has determined the total cost of the Project and expenses incidental thereto, including financial, legal, architectural, and engineering services related to such work and to the Agreement hereinafter provided for in this Ordinance to be not less than $15,000,000, plus estimated investment earnings which may be received on said sum prior to disbursement; and

WHEREAS, the Board finds that it does not have sufficient funds on hand to pay the costs of the Project aforesaid, and it will, therefore, be necessary to borrow money in the amount of not to exceed $15,000,000 for the purpose of paying such costs; and

WHEREAS, pursuant to the Installment Purchase Provisions, the District has the power to purchase real or personal property through agreements that provide that the consideration for the purchase may be paid through installments made at stated intervals for a period of no more than 20 years, to sell, convey and reacquire either real or personal property upon any terms and conditions and in any manner as the Board shall determine, if the District will lease, acquire by purchase agreement, or otherwise reacquire the property as authorized by applicable law and to issue certificates evidencing indebtedness incurred under such agreements; and

WHEREAS, the Board further finds that it is desirable and in the best interests of the District to avail of the provisions of the Installment Purchase Provisions to authorize an Installment Purchase Agreement (the *"Agreement"*); name as counter-party to the Agreement the Treasurer (the *"Treasurer"*), as nominee-seller; authorize the President of the District (the *"President"*) and Clerk to execute and attest, respectively, the Agreement on behalf of the District and to file same with the Clerk in his or her capacity as keeper of the records and files of the District; and issue certificates evidencing the indebtedness incurred under the Agreement in an amount not to exceed $15,000,000 (as hereinafter more fully defined, the *"Certificates"*):

NOW THEREFORE Be It Ordained by the Board of Trustees of the Bloomington and Normal Water Reclamation District, McLean County, Illinois, as follows:

Section 1. Incorporation of Preambles. The Board hereby finds that the recitals contained in the preambles to this Ordinance are true, correct, and complete and does incorporate them into this Ordinance by this reference.

Section 2. Authorization. It is necessary and advisable for the public health, safety, welfare and convenience of residents of the District to pay the costs of the Project and to borrow money and, in evidence thereof and for the purpose of financing the same, enter into the Agreement and to provide for the issuance and delivery of the Certificates evidencing the indebtedness incurred under the Agreement.

Section 3. Agreement and Certificates Are General Obligations; Annual Appropriation. The District hereby represents, warrants, and agrees that the obligation to make the payments due under the Agreement and on the Certificates shall be a general obligation of the District payable from any funds of the District lawfully available and annually appropriated for such purpose. The District represents and warrants that the total amount due under the Agreement and on the Certificates, together with all other indebtedness of the District, is within all statutory and constitutional debt limitations. The District agrees to appropriate funds of the District annually and in a timely manner so as to provide for the making of all payments when due under the terms of the Agreement and the Certificates.

The Certificates are being issued by the District as an interim financing with the intent to reimburse itself with the proceeds of an obligation payable in whole or in part from the revenues of the System (or from the proceeds of alternate revenue bonds of the District issued pursuant to the Debt Reform Act, including the proceeds of the WIFIA Bond). The costs of the Project constitute lawful expenditures of the revenues of the System.

Section 4. Execution and Filing of the Agreement. From and after the effective date of this Ordinance, the President and Clerk be and they are hereby authorized and directed to execute and attest, respectively, the Agreement, in substantially the form thereof set forth below in the text of this Ordinance, and to do all things necessary and essential to effectuate the provisions of the Agreement, including the execution of any documents and certificates incidental thereto or necessary to carry out the provisions thereof. Further, as nominee-seller, the Treasurer is hereby authorized and directed to execute the Agreement. Upon full execution, the original of the Agreement shall be filed with the Clerk and retained in the District records and constitute authority for issuance of the Certificates. Subject to such discretion of the officers signatory to the document as described in the foregoing text, the Installment Purchase Agreement shall be in substantially the form as follows:

INSTALLMENT PURCHASE AGREEMENT for the purchase of real or personal property, or both, in and for the Bloomington and Normal Water Reclamation District, McLean County, Illinois.

THIS INSTALLMENT PURCHASE AGREEMENT (this *"Agreement"*) dated as of _______________, 2026, by and between the Treasurer (the *"Treasurer"*) of the Board (as hereinafter defined), as Nominee-Seller (the *"Seller"*), and the Bloomington and Normal Water Reclamation District, McLean County, Illinois, a municipality of the State of Illinois (the *"District"*):

WITNESSETH

A. The Board of Trustees of the District (the *"Board"*) has determined to improve the water treatment and sewage system of the District (the *"Project"*), all as previously approved by the Board and on file with the Clerk of the Board (the *"Clerk"*).

B. Pursuant to the provisions of the Sanitary District Act of 1917, the Local Government Debt Reform Act (the *"Debt Reform Act"*), and, in particular, the provisions of Section 17(b) of the Debt Reform Act (collectively, the *"Installment Purchase Provisions"*), in each case, as supplemented and amended (collectively, *"Applicable Law"*), the District has the power to purchase real or personal property through agreements that provide that the consideration for the purchase may be paid through installments made at stated intervals for a period of no more than 20 years, to sell, convey and reacquire either real or personal property upon any terms and conditions and in any manner as the Board shall determine, if the District will lease, acquire by purchase agreement, or otherwise reacquire the property as authorized by applicable law and to issue certificates evidencing indebtedness incurred under such agreements.

C. On the 14th day of September, 2026, the Board, pursuant to Applicable Law and the need to provide for the Project, adopted an ordinance (the *"Ordinance"*), authorizing the borrowing of money for the Project, the execution and delivery of this Agreement to finance same and the issuance of certificates evidencing the indebtedness so incurred (the *"Certificates"*).

D. The Ordinance is

(a) incorporated herein by reference; and

(b) made a part hereof as if set out at this place in full;

and each of the terms as defined in the Ordinance is also incorporated by reference for use in this Agreement.

E. The Seller, as nominee as expressly permitted by the Installment Purchase Provisions of the Debt Reform Act, has agreed to make, construct, acquire and provide for the Project on the terms as hereinafter provided.

NOW THEREFORE in consideration of the mutual covenants and agreements hereinafter contained and other valuable consideration, it is mutually agreed between the Seller and the District as follows:

1. MAKE AND ACQUIRE PROJECT

The Seller agrees to make, construct, and acquire the Project upon real estate owned or to be owned by or upon which valid easements have been obtained in favor of the District.

2. CONVEYANCE

The Seller agrees to convey each part of the Project to the District and to perform all necessary work and convey all necessary equipment; and the District agrees to purchase the Project from the Seller and pay for the Project the purchase price of not to exceed $__________; plus the amount of investment earnings which are earned on the amount deposited with the Treasurer from the sale of the Certificate and in no event shall the total aggregate principal purchase price to be paid pursuant to this Agreement exceed the sum of $___________, plus the amount of investment earnings which are earned on the amount deposited with the Treasurer from the sale of the Certificate.

3. PAYMENTS

The payment of the entire sum of said purchase price shall (a) be payable in installments due on the dates and in the amounts, (b) bear interest at the rates percent per annum which interest shall also be payable on the dates and in the amounts, and (c) be payable at the place or places of payment, in the medium of payment, and upon such other terms, including prepayment (redemption), all as provided for payment of the Certificate in the Ordinance.

4. ASSIGNMENT

Rights to payment of the Seller as provided in this Agreement are assigned as a matter of law, under the Installment Purchase Provisions of the Debt Reform Act, to the owners of the Certificates. This Agreement and any right, title, or interest herein shall not be further assignable so long as the Certificates remain outstanding. The Certificates, evidencing the indebtedness incurred hereby, are assignable (registrable) as provided in the Ordinance.

5. TAX COVENANTS

The covenants relating to the tax-exempt status of the Certificates, as set forth in the Ordinance, insofar as may be applicable, apply to the work to be performed and the payments made under this Agreement.

6. TITLE.

(a) *Vesting of Title*. Title in and to any part of the Project, upon delivery or as made, during all stages of the making or acquisition thereof, shall and does vest immediately in the District.

(b) *Damage, Destruction, and Condemnation*. If, during the term of this Agreement, (i) all or any part of the Project shall be destroyed, in whole or in part, or damaged by fire or other casualty or event; or (ii) title to, or the temporary or permanent use of, all or any part of the Project shall be taken under the exercise of the power of eminent domain by any governmental body or by any person, firm, or corporation acting under governmental authority; or (iii) a material defect in construction of all or any part of the Project shall become apparent; or (iv) title to or the use of all or any part of the Project shall be lost by reason of a defect in title; then the District shall continue to make payments as promised herein and in the Certificates and to take such action as it shall deem necessary or appropriate to repair and replace the Project.

7. LAWFUL CORPORATE OBLIGATION

The District hereby represents, warrants, and agrees that the obligation to make the payments due hereunder shall be a lawful direct general obligation of the District payable from the general funds of the District and such other sources of payment as are otherwise lawfully available. The District represents and warrants that the total amount due the Seller hereunder, together with all other indebtedness of the District, is within all statutory and constitutional debt limitations. The District agrees to appropriate funds of the District annually and in a timely manner so as to provide for the making of all payments when due under the terms of this Agreement.

8. GENERAL COVENANT AND RECITAL

It is hereby certified and recited by the Seller and the District, respectively, that as to each, respectively, for itself, all conditions, acts, and things required by law to exist or to be done precedent to and in the execution of this Agreement did exist, have happened, been done and performed in regular and due form and time as required by law.

9. NO SEPARATE TAX

THE SELLER AND THE DISTRICT RECOGNIZE THAT THERE IS NO STATUTORY AUTHORITY FOR THE LEVY OF A SEPARATE TAX IN ADDITION TO OTHER TAXES OF THE DISTRICT OR THE LEVY OF A SPECIAL TAX UNLIMITED AS TO RATE OR AMOUNT TO PAY ANY OF THE AMOUNTS DUE HEREUNDER.

10. DEFAULT

In the event of a default in payment hereunder by the District, the Seller or the Certificates holder may pursue any available remedy by suit at law or equity to enforce the payment of all amounts due or to become due under this Agreement, including, without limitation, an action for specific performance.

IN WITNESS WHEREOF the Seller has caused this Installment Purchase Agreement to be executed and attested, and his or her signature to be attested by the Clerk, and the District has caused this Installment Purchase Agreement to be executed by its President as authorized officer of the District to execute said Agreement and also attested by the Clerk, and the official seal of the District to be hereunto affixed, all as of the day and year first above written.

SELLER:

Signature: ______________________________

__________________,
as Nominee-Seller and Treasurer

ATTEST:

____
Clerk

BLOOMINGTON AND NORMAL WATER
RECLAMATION DISTRICT,
MCLEAN COUNTY, ILLINOIS

____
President

[SEAL]

ATTEST:

____
Clerk

Section 5. Certificate Details. For the purpose of providing for the Project, there shall be issued and sold the Certificates of the District in the principal amount not to exceed $15,000,000, which shall be designated "Debt Certificates, Series 2026B" or with such other designations or descriptions as shall be necessary to identify the Certificates, as set forth in the Certificate Notification (as hereinafter defined). The Certificates may be issued in one or more series, shall be dated the date of the issuance thereof, shall be in fully registered form, shall be in denominations of $100,000 each and multiples of $5 in excess thereof (but no single Certificates shall represent installments of principal maturing on more than one date) or such other denominations as set forth in the Certificate Notification, and shall be numbered 1 and upward. The Certificates shall become due and payable serially or be subject to mandatory redemption (subject to prior redemption as hereinafter set forth) on the dates (not later than May 1, 2029), in the amounts (not exceeding $15,000,000 per year) and bearing interest at the interest rates per annum (not exceeding 9.00%) as set forth in the Certificate Notification.

The Certificates shall bear interest from their date or from the most recent interest payment date to which interest has been paid or duly provided for, until the principal amount of the Certificates is paid, such interest (computed upon the basis of a 360-day year of twelve 30-day months) being payable on May 1 and November 1 of each year, commencing on the date set forth in the Certificate Notification. Interest on each Certificate shall be paid by check or draft of the certificate registrar and paying agent (which shall be the Purchaser (as hereinafter defined), the Treasurer, or a bank or trust company authorized to do business in the State of Illinois, as set forth in the Certificate Notification) (the *"Certificate Registrar"*), payable upon presentation in lawful money of the United States of America, to the person in whose name the Certificates are registered at the close of business on the 15th day of the month next preceding any interest payment date.

The principal of the Certificates shall be payable in lawful money of the United States of America at the principal office of the Certificate Registrar.

The Certificates shall be signed by the manual or facsimile signature of the President and shall be attested by the Clerk, as they shall determine, and shall have impressed or imprinted thereon the corporate seal or facsimile thereof of the District, and in case any officer whose signature shall appear on any Certificate shall cease to be such officer before the delivery of such Certificate, such signature shall nevertheless be valid and sufficient for all purposes, the same as if such officer had remained in office until delivery.

All Certificates shall have thereon a certificate of authentication substantially in the form hereinafter set forth duly executed by the Certificate Registrar as authenticating agent of the District and showing the date of authentication. No Certificate shall be valid or obligatory for any purpose or be entitled to any security or benefit under this Ordinance unless and until such certificate of authentication shall have been duly executed by the Certificate Registrar by manual signature, and such certificate of authentication upon any such Certificate shall be conclusive evidence that such Certificate has been authenticated and delivered under this Ordinance. The certificate of authentication on any Certificate shall be deemed to have been executed by the Certificate Registrar if signed by an authorized officer of the Certificate Registrar, but it shall not be necessary that the same officer sign the certificate of authentication on all of the Certificates issued hereunder.

Section 6. Registration of Certificates; Persons Treated as Owners. The District shall cause books (the *"Certificate Register"*) for the registration and for the transfer of the Certificates as provided in this Ordinance to be kept at the principal office of the Certificate Registrar, which is hereby constituted and appointed the registrar of the District. The District is authorized to prepare, and the Certificate Registrar shall keep custody of, multiple Certificate blanks executed by the District for use in the transfer and exchange of Certificates.

Upon surrender for transfer of any Certificate at the principal office of the Certificate Registrar, duly endorsed by, or accompanied by a written instrument or instruments of transfer in form satisfactory to the Certificate Registrar and duly executed by the registered owner or his or her attorney duly authorized in writing, the District shall execute and the Certificate Registrar shall authenticate, date, and deliver in the name of the transferee or transferees a new fully registered Certificate or Certificates of the same series and maturity of authorized denominations, for a like aggregate principal amount. Any fully registered Certificate or Certificates may be exchanged at said office of the Certificate Registrar for a like aggregate principal amount of Certificate or Certificates of the same series and maturity of other authorized denominations. The execution by the District of any fully registered Certificate shall constitute full and due authorization of such Certificate and the Certificate Registrar shall thereby be authorized to authenticate, date, and deliver such Certificate; *provided, however,* the principal amount of outstanding Certificates of each series and maturity authenticated by the Certificate Registrar shall not exceed the authorized principal amount of Certificates for such series and maturity less previous retirements.

The Certificate Registrar shall not be required to transfer or exchange any Certificate during the period beginning at the close of business on the 15th day of the month next preceding any interest payment date on such Certificate and ending at the opening of business on such interest payment date, nor to transfer or exchange any Certificate after notice calling such Certificate for redemption has been mailed, nor during a period of fifteen (15) days next preceding mailing of a notice of redemption of any Certificates.

The person in whose name any Certificate shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes, and payment of the principal of or interest on any

Certificate shall be made only to or upon the order of the registered owner thereof or his or her legal representative. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Certificate to the extent of the sum or sums so paid.

No service charge shall be made for any transfer or exchange of Certificates, but the District or the Certificate Registrar may require payment of a sum sufficient to cover any tax or other governmental charge that may be imposed in connection with any transfer or exchange of Certificates except in the case of the issuance of a Certificate or Certificates for the unredeemed portion of a Certificate surrendered for redemption.

Section 7. (a) *Optional Redemption.* The Certificates shall be subject to redemption prior to maturity at the option of the District from any available funds, as a whole or in part, and if in part in integral multiples of $100,000, in any order of their maturity as determined by the District, on the date, if any, specified in the Certificate Notification, at the redemption price of par plus accrued interest to the date fixed for redemption.

(b) *Mandatory Redemption.* The Certificates shall be subject to mandatory redemption, in integral multiples of $100,000 selected by lot by the Certificate Registrar, at a redemption price of par plus accrued interest to the redemption date for such Certificates, on the dates, if any, and in the principal amounts, if any, as indicated in such Certificate Notification.

The principal amounts of Certificates to be mandatorily redeemed in each year may be reduced through the earlier optional redemption thereof, with any partial optional redemptions of such Certificates credited against future mandatory redemption requirements in such order of the mandatory redemption dates as the District may determine. In addition, on or prior to the 60th day preceding any mandatory redemption date, the Certificate Registrar may, and if directed by the Board shall, purchase Certificates required to be retired on such mandatory redemption date. Any such Certificates so purchased shall be cancelled and the principal amount thereof shall be credited against the mandatory redemption required on such next mandatory redemption date.

(c) *General.* The Certificates shall be redeemed only in the principal amount of $100,000 and integral multiples thereof subject to the limitations set forth in this section. The District shall, at least twenty (20) days prior to any optional redemption date (unless a shorter time period shall be satisfactory to the Certificate Registrar) notify the Certificate Registrar of such redemption date and of the principal amount of the Certificates to be redeemed.

Section 8. Redemption Procedure. Unless waived by any holder of Certificates to be redeemed, notice of the call for any such redemption shall be given by the Certificate Registrar on behalf of the District by mailing the redemption notice by first class mail at least twenty (20) days and not more than sixty (60) days prior to the date fixed for redemption to the registered owner of the Certificate or Certificates to be redeemed at the address shown on the Certificate Register or at such other address as is furnished in writing by such registered owner to the Certificate Registrar.

All notices of redemption shall state:

(1) the redemption date,

(2) the redemption price,

(3) if less than all outstanding Certificates are to be redeemed, the identification (and, in the case of partial redemption, the respective principal amounts) of the Certificates to be redeemed,

(4) that on the redemption date the redemption price will become due and payable upon each such Certificate or portion thereof called for redemption, and that interest thereon shall cease to accrue from and after said date,

(5) the place where such Certificates are to be surrendered for payment of the redemption price, which place of payment shall be the principal office of the Certificate Registrar, and

(6) such other information then required by custom, practice or industry standard.

Unless moneys sufficient to pay the redemption price of the Certificates to be redeemed at the option of the District shall have been received by the Certificate Registrar prior to the giving of such notice of redemption, such notice may, at the option of the District, state that said redemption shall be conditional upon the receipt of such moneys by the Certificate Registrar on or prior to the date fixed for redemption. If such moneys are not received, such notice shall be of no force and effect, the District shall not redeem such Certificates, and the Certificate Registrar shall give notice, in the same manner in which the notice of redemption shall have been given, that such moneys were not so received and that such Certificates will not be redeemed. Otherwise, prior to any redemption date, the District shall deposit with the Certificate Registrar an amount of money sufficient to pay the redemption price of all the Certificates or portions of Certificates which are to be redeemed on that date.

Subject to the provisions for a conditional redemption described above, notice of redemption having been given as aforesaid, the Certificates or portions of Certificates so to be redeemed shall, on the redemption date, become due and payable at the redemption price therein specified, and from and after such date (unless the District shall default in the payment of the redemption price) such Certificates or portions of Certificates shall cease to bear interest. Upon surrender of such Certificates for redemption in accordance with said notice, such Certificates shall be paid by the Certificate Registrar at the redemption price. Installments of interest due on or prior to the redemption date shall be payable as herein provided for payment of interest. Upon surrender for any partial redemption of any Certificate, there shall be prepared for the registered holder a new Certificate or Certificates of the same maturity in the amount of the unpaid principal.

If any Certificate or portion of Certificate called for redemption shall not be so paid upon surrender thereof for redemption, the principal shall, until paid, bear interest from the redemption date at the rate borne by the Certificate or portion of Certificate so called for redemption. All

Certificates which have been redeemed shall be cancelled and destroyed by the Certificate Registrar and shall not be reissued.

Section 9. Form of Certificates. The Certificates shall be in substantially the form hereinafter set forth; *provided*, *however*, that if the text of the Certificates is to be printed in its entirety on the front side of the Certificates, then the second paragraph on the front side and the legend “See Reverse Side for Additional Provisions” shall be omitted and the text of paragraphs set forth for the reverse side shall be inserted immediately after the first paragraph.

[FORM OF CERTIFICATE - FRONT SIDE]

REGISTERED
NO. 1

REGISTERED
$_________

UNITED STATES OF AMERICA
STATE OF ILLINOIS
COUNTY OF MCLEAN
BLOOMINGTON AND NORMAL WATER RECLAMATION DISTRICT
DEBT CERTIFICATES, SERIES 2026B

See Reverse Side for
Additional Provisions.

Interest Rate: ____%	Maturity Date: May 1, 20__	Dated Date: __________, 2026

Registered Owner:

Principal Amount:

KNOW ALL PERSONS BY THESE PRESENTS that the Bloomington and Normal Water Reclamation District, McLean County, Illinois, a sanitary district and political subdivision of the State of Illinois (the *"District"*), hereby acknowledges itself to owe and for value received promises to pay from the source and as hereinafter provided to the Registered Owner identified above, or registered assigns as hereinafter provided, on the Maturity Date identified above, the Principal Amount identified above and to pay interest (computed on the basis of a 360-day year of twelve 30-day months) on such Principal Amount from the date of this Certificate or from the most recent interest payment date to which interest has been paid at the Interest Rate per annum set forth above on May 1 and November 1 of each year, commencing ___________, 20__, until said Principal Amount is paid. Principal of this Certificate is payable in lawful money of the United States of America upon presentation and surrender hereof at the principal office of the Treasurer of the District, as certificate registrar and paying agent (the *"Certificate Registrar"*). Payment of the installments of interest shall be made to the Registered Owner hereof as shown on the registration books of the District maintained by the Certificate Registrar at the close of business on the 15th day of the month of each interest payment date and shall be paid by check or draft of the Certificate Registrar, payable upon presentation in lawful money of the United States of America, mailed to the address of such Registered Owner as it appears on such registration books or at such other address furnished in writing by such Registered Owner to the Certificate Registrar.

Reference is hereby made to the further provisions of this Certificate set forth on the reverse hereof, and such further provisions shall for all purposes have the same effect as if set forth at this place.

It is hereby certified and recited that all conditions, acts and things required by law to exist or to be done precedent to and in the issuance of this Certificate did exist, have happened, been done and performed in regular and due form and time as required by law; that the indebtedness of the District, including the issue of certificates of which this is one, does not exceed any limitation imposed by law; that the obligation to make payments due hereon is a general obligation of the District payable from any funds of the District legally available for such purpose, that the District shall appropriate funds annually and in a timely manner so as to provide for the making of all payments hereon when due. THE OWNER OF THIS CERTIFICATE ACKNOWLEDGES THAT THERE IS NO STATUTORY AUTHORITY FOR THE LEVY OF A SEPARATE TAX IN ADDITION TO OTHER TAXES OF THE DISTRICT OR THE LEVY OF A SPECIAL TAX UNLIMITED AS TO RATE OR AMOUNT TO PAY ANY OF THE AMOUNTS DUE HEREUNDER.

This Certificate shall not be valid or become obligatory for any purpose until the certificate of authentication hereon shall have been signed by the Certificate Registrar.

IN WITNESS WHEREOF, said Bloomington and Normal Water Reclamation District, McLean County, Illinois, by its Board of Trustees, has caused this Certificate to be signed by the manual or duly authorized facsimile signatures of its President and attested by the manual or duly authorized facsimile signature of the Clerk and its corporate seal or a facsimile thereof to be impressed or reproduced hereon, all as of the Dated Date identified above.

President

(SEAL)

ATTEST:

Clerk

Date of Authentication: ___________, 2026

CERTIFICATE
OF
AUTHENTICATION

This Certificate is described in the within mentioned ordinance and is one of the Debt Certificates, Series 2026B, of the Bloomington and Normal Water Reclamation District, McLean County, Illinois.

Certificate Registrar and Paying Agent:

[FORM OF CERTIFICATE - REVERSE SIDE]

This Certificate is issued by the District to improve the water treatment and sewage system of the District, in full compliance with the provisions of the Sanitary District Act of 1917, as amended, and the Local Government Debt Reform Act (the *"Debt Reform Act"*), and all laws amendatory thereof and supplementary thereto, and is authorized by the Board by an ordinance duly and properly adopted for the above purposes (the *"Ordinance"*), in all respects as provided by law. This Certificate has been issued in evidence of the indebtedness incurred pursuant to a certain Installment Purchase Agreement (the *"Agreement"*), dated as of ___________, 2026, entered into by and between the District and the Treasurer, as Seller-Nominee, to which reference is hereby expressly made for further definitions and terms and to all the provisions of which the holder by the acceptance of this certificate assents.

[Optional and Mandatory Redemption Provisions to be Inserted]

[Notice of any such redemption shall be sent by first class mail not less than ten (10) days nor more than sixty (60) days prior to the date fixed for redemption to the registered owner of each Certificate to be redeemed at the address shown on the registration books of the District maintained by the Certificate Registrar or at such other address as is furnished in writing by such registered owner to the Certificate Registrar. When so called for redemption, this Certificate will cease to bear interest on the specified redemption date, provided funds for redemption are paid to the owner of this Certificate at that time, and shall not be deemed to be outstanding.]

This Certificate is transferable by the Registered Owner hereof in person or by his or her attorney duly authorized in writing at the principal office of the Certificate Registrar in Bloomington, Illinois, but only in the manner, subject to the limitations and upon payment of the charges provided in the authorizing ordinance, and upon surrender and cancellation of this Certificate. Upon such transfer a new Certificate or Certificates of authorized denominations of the same maturity and for the same aggregate principal amount will be issued to the transferee in exchange therefor.

The Certificates are issued in fully registered form in the denomination of $100,000 each or authorized integral multiples of $5 in excess thereof. This Certificate may be exchanged at the principal corporate trust office of the Certificate Registrar for a like aggregate principal amount of Certificates of the same maturity of other authorized denominations, upon the terms set forth in the authorizing ordinance. The Certificate Registrar shall not be required to transfer or exchange any Certificate during the period beginning at the close of business on the 15th day of the month next preceding any interest payment date on such Certificate and ending at the opening of business on such interest payment date, nor to transfer or exchange any Certificate after notice calling such Certificate for redemption has been mailed, nor during a period of fifteen (15) days next preceding mailing of a notice of redemption of any Certificates.

The District and the Certificate Registrar may deem and treat the Registered Owner hereof as the absolute owner hereof for the purpose of receiving payment of or on account of principal hereof and interest due hereon and for all other purposes and neither the District nor the Certificate Registrar shall be affected by any notice to the contrary. No consent or waiver, express or implied, to or of any breach or default in the performance of any obligation under this Certificate, the Certificate Ordinance or any document executed in connection therewith shall constitute a consent or waiver to or of any other breach or default in the performance of the same or any obligation.

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers unto

	[Here insert identifying number such as TID, SSN, or other]

____

____

(Name and Address of Assignee)

the within Certificate and does hereby irrevocably constitute and appoint

____

as attorney to transfer the said Certificate on the books kept for registration thereof with full power of substitution in the premises.

Dated:______________________________ ______________________________

Signature guaranteed: ________________________________

NOTICE: The signature to this assignment must correspond with the name of the Registered Owner as it appears upon the face of the within Certificate in every particular, without alteration or enlargement or any change whatever.

Section 10. Sale of Certificates. The President of the Board and the Executive Director (the *"Executive Director"*) of the District (the *"Designated Representatives"*) are hereby authorized to proceed at any time not later than the 14th day of March, 2027, without any further authorization or direction from the Board, to sell the Certificates, in one or more series, upon the terms as prescribed in this Ordinance. The Certificates hereby authorized shall be executed as in this Ordinance provided as soon after the passage hereof as may be, and thereupon be deposited with the Treasurer, and, after authentication thereof by the Certificate Registrar, be by the Treasurer delivered to the purchaser or purchasers thereof (the *"Purchaser"*) upon receipt of the purchase price therefor, the same being not less than 96.0% of the principal amount of the Certificates (exclusive of original issue discount), on a series-by-series basis, plus accrued interest to the date of delivery, if any.

Any Purchaser of the Certificates shall be (i) a bank or financial institution authorized to do business in the State of Illinois, (ii) a governmental unit as defined in the Debt Reform Act or (iii) an "accredited investor" as defined in Rule 501 of Regulation D as promulgated under the Securities Act of 1933, as amended.

Prior to the sale of a series of the Certificates, the President, the Clerk, the Treasurer, the Executive Director or any other official of the District is hereby authorized to approve and execute a commitment for the purchase of a Municipal Bond Insurance Policy (as hereinafter defined), to further secure the Certificates, as long as the present value of the fee to be paid for the Municipal Bond Insurance Policy (using as a discount rate the expected yield on the Certificates treating the fee paid as interest on the Certificates) is less than the present value of the interest reasonably expected to be saved on the Certificates over the term of the Certificates as a result of the Municipal Bond Insurance Policy.

Upon the sale of a series of the Certificates, the Designated Representatives shall prepare a Notification of Sale, which shall include the pertinent details of sale as provided herein (the "*Certificate Notification*"). In the Certificate Notification for a series of the Certificates, the Designated Representatives shall find and determine that such Certificates have been sold at such price and bear interest at such rates that either the true interest cost (yield) or the net interest rate received upon the sale of such series of the Certificates does not exceed the maximum rate otherwise authorized by applicable law. Each Certificate Notification shall be entered into the records of the District and made available to the Board at the next regular meeting thereof; but such action shall be for information purposes only, and the Board shall have no right or authority at such time to approve or reject such sale as evidenced in the Certificate Notification.

Upon the sale of the Certificates as evidenced by the execution and delivery of the Certificate Notification by the Designated Representatives, the President, the Clerk, the Treasurer, the Executive Director or any other officer of the District, as shall be appropriate, shall be and are hereby authorized and directed to approve or execute, or both, such documents of sale of such series of the Certificates as may be necessary, including, without limitation, the contract for the sale of the Certificates between the District and the Purchaser (which may be evidenced by an executed bid form or term sheet) (the "*Purchase Contract*"). Prior to the execution and delivery of the Purchase Contract, the Designated Representatives shall find and determine that no person holding any office of the District, either by election or appointment, is in any manner financially interested either directly in his or her own name or indirectly in the name of any other person, association, trust or corporation, in the Purchase Contract.

The Certificates before being issued shall be registered, numbered and countersigned by the Finance Director, such registration being made in a book provided for that purpose, in which shall be entered the record of the ordinance authorizing the Board to borrow said money and a description of the Certificates issued, including the number, date, to whom issued, amount, rate of interest and when due.

The use by the Purchaser of any Preliminary Official Statement and any final Official Statement relating to the Certificates (the *"Official Statement"*) and by the District of any term sheet with respect to the Certificates is hereby ratified, approved and authorized; the execution and delivery of the Official Statement and any term sheet is hereby authorized; and the officers of the District are hereby authorized to take any action as may be required on the part of the District to consummate the transactions contemplated by the Purchase Contract, this Ordinance, said Preliminary Official Statement, the Official Statement, any term sheet and the Certificates.

Section 11. Creation of Funds and Appropriations.

A. There is hereby created the *"Debt Certificates, Series 2026B, Certificate Fund"* (the *"Certificate Fund"*), which shall be the fund for the payment of the principal of and interest on the Certificates. Funds lawfully available for the purpose shall be deposited into the Certificate Fund and used solely and only for the purpose of paying the principal of and interest on the Certificates. Interest income or investment profit earned in the Certificate Fund shall be retained in the Certificate Fund for payment of the principal of or interest on the Certificates on the interest payment date next after such interest or profit is received or, to the extent lawful and as determined by the Board, transferred to such other fund as may be determined. Moneys on deposit in the Certificate Fund (*"Certificate Moneys"*) shall be applied to the payment of interest when due and principal or redemption price when due at maturity or upon redemption prior to maturity.

B. As and when received, the purchase price of the Certificates shall be deposited into the Debt Certificates, Series 2026B, Project Fund (the *"Project Fund"*), hereby created. Moneys in the Project Fund shall be used to pay costs of the Project, including costs of issuance of the

Certificates, and that portion not needed to pay such costs of issuance shall be expended in accordance with the following procedures:

1. Contracts (*"Work Contracts"*) have been or shall be awarded, from time to time, by the Board for the work on the Project; and the Board represents and covenants that each Work Contract has been or will be let in strict accordance with Applicable Law and the rules and procedures of the District for same.

2. Pursuant to ordinance or resolution to be duly adopted, the Board shall identify all or a designated portion of each Work Contract to the Agreement. This Ordinance and any such further ordinance or resolution shall be filed of record with the Clerk and the Treasurer. The adoption and filing of any such ordinance or resolution and the Work Contracts with such officers shall constitute authority for the officer or officers of the District to make disbursements from the Project Fund to pay amounts due under such Work Contracts from time to time, upon such further resolutions, orders, vouchers, warrants, or other proceedings as are required under Applicable Law and the rules and procedures of the District for same. No action need be taken by or with respect to the contractors under the Work Contracts as, pursuant to the Installment Purchase Provisions of the Debt Reform Act, the Treasurer acts as Nominee-Seller of the Project for all purposes, enabling the issuance of the Certificates. Funds on deposit in the Project Fund shall be invested by the appropriate officers of the District in any lawful manner. Within sixty (60) days after full depletion of the Project Fund, the appropriate officers of the District shall certify to the Board the fact of such depletion; and, upon approval of such certification by the Board, the Project Fund shall be closed.

C. Alternatively to the creation of the funds described above, the appropriate officers may allocate the Certificate Moneys or proceeds of the Certificates to one or more related funds or accounts of the District already in existence and in accordance with good accounting practice; *provided, however,* that this shall not relieve such officers of the duty to account and invest the Certificate Moneys and the proceeds of the Certificates, as herein provided, as if such funds had in fact been created.

Section 12. Non-Arbitrage and Tax-Exemption. The District hereby covenants that it will not take any action, omit to take any action or permit the taking or omission of any action within its control (including, without limitation, making or permitting any use of the proceeds of the Certificates) if taking, permitting or omitting to take such action would cause the Certificates to be an arbitrage bond or a private activity bond within the meaning of the Internal Revenue Code of 1986, as amended (the *"Code"*), or would otherwise cause the interest on the Certificate to be included in the gross income of the recipients thereof for federal income tax purposes. The District acknowledges that, in the event of an examination by the Internal Revenue Service (the *"IRS"*) of the Certificates, under present rules, the District may be treated as a "taxpayer" in such examination and agrees that it will respond in a commercially reasonable manner to any inquiries from the IRS in connection with such an examination.

The District also agrees and covenants with the purchasers and holders of the Certificates from time to time outstanding that, to the extent possible under Illinois law, it will comply with whatever federal tax law is adopted in the future which applies to the Certificates and affects the tax-exempt status of the Certificates.

The Board hereby authorizes the officials of the District responsible for issuing the Certificates, the same being the President, Clerk and Treasurer, to make such further covenants and certifications as may be necessary to assure that the use thereof will not cause the Certificates to be arbitrage bonds and to assure that the interest on the Certificates will be exempt from federal income taxation. In connection therewith, the District and the Board further agree: (a) through their officers, to make such further specific covenants, representations as shall be truthful, and assurances as may be necessary or advisable; (b) to consult with counsel approving the Certificates and to comply with such advice as may be given; (c) to pay to the United States, as necessary, such sums of money representing required rebates of excess arbitrage profits relating to the Certificates; (d) to file such forms, statements, and supporting documents as may be required and in a timely manner; and (e) if deemed necessary or advisable by their officers, to employ and pay fiscal agents, financial advisors, attorneys, and other persons to assist the District in such compliance.

Section 13. List of Certificateholders. The Certificate Registrar shall maintain a list of the names and addresses of the holders of all Certificates and upon any transfer shall add the name and address of the new Certificateholder and eliminate the name and address of the transferor Certificateholder.

Section 14. Duties of Certificate Registrar. If requested by the Certificate Registrar, the President and Clerk are authorized to execute the Certificate Registrar's standard form of agreement between the District and the Certificate Registrar with respect to the obligations and duties of the Certificate Registrar hereunder which may include the following:

(a) to act as certificate registrar, authenticating agent, paying agent and transfer agent as provided herein;

(b) to maintain a list of Certificateholders as set forth herein and to furnish such list to the District upon request, but otherwise to keep such list confidential;

(c) to give notice of redemption of the Certificates as provided herein;

(d) to cancel and/or destroy the Certificates when paid at maturity or upon earlier redemption or submitted for exchange or transfer;

(e) to furnish the District at least annually a certificate with respect to the Certificate when cancelled and/or destroyed; and

(f) to furnish the District at least annually an audit confirmation of Certificate payments.

Section 15. *Record-Keeping Policy and Post-Issuance Compliance Matters.* On April 15, 2024, the Board adopted a record-keeping policy (the *"Policy"*) in order to maintain sufficient records to demonstrate compliance with its covenants and expectations to ensure the appropriate federal tax status for the debt obligations of the District, the interest on which is excludable from "gross income" for federal income tax purposes or which enable the District or the holder to receive federal tax benefits, including, but not limited to, qualified tax credit bonds and other specified tax credit bonds. The Board and the District hereby reaffirm the Policy.

Section 16. *Severability.* If any section, paragraph, clause or provision of this Ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Ordinance.

Section 17. *Repeal.* All ordinances, resolutions or parts thereof in conflict herewith be and the same are hereby repealed, and this Ordinance shall be in full force and effect forthwith upon its adoption.

Adopted September 14, 2026.

____
President

Attest:

____
Clerk

Trustee ______________________ moved and Trustee ______________________ seconded the motion that said ordinance as presented and read by title by the Clerk be adopted.

After a full and complete discussion thereof, the President directed that the roll be called for a vote upon the motion to adopt the ordinance as read by title.

Upon the roll being called, the following Trustees voted AYE: ______________________
____ .

NAY: ____

Whereupon the President declared the motion carried and the ordinance adopted, and henceforth did approve and sign the same in open meeting and did direct the Clerk to record the same in full in the records of the Bloomington and Normal Water Reclamation District, McLean County, Illinois, which was done.

Other business not pertinent to the adoption of said ordinance was duly transacted at said meeting.

Upon motion duly made and seconded, the meeting was adjourned.

____
Clerk

STATE OF ILLINOIS)
) SS
COUNTY OF MCLEAN)

CERTIFICATION OF MINUTES AND ORDINANCE

I, the undersigned, do hereby certify that I am the duly qualified and acting Clerk of the Bloomington and Normal Water Reclamation District, McLean County, Illinois (the *"District"*), and as such official I am the keeper of the records and files of the Board of Trustees of the District (the *"Board"*).

I do further certify that the foregoing constitutes a full, true and complete transcript of the minutes of the meeting of the Board held on the 14th day of September, 2026, insofar as same relates to the adoption of Ordinance No. 2026-__ entitled:

> AN ORDINANCE of the Bloomington and Normal Water Reclamation District, McLean County, Illinois, authorizing and providing for an Installment Purchase Agreement for the purpose paying the cost of purchasing real or personal property, or both, in and for the District, and authorizing and providing for the issue of the District's Debt Certificates, Series 2026B, in an aggregate principal amount of not to exceed $15,000,000, evidencing the rights to payment under the Agreement, prescribing the details of the Agreement and Certificates, and providing for the security for and means of payment under the Agreement of the Certificates.

a true, correct and complete copy of which said ordinance as adopted at said meeting appears in the foregoing transcript of the minutes of said meeting.

I do further certify that the deliberations of the Board on the adoption of said ordinance were conducted openly, that the vote on the adoption of said ordinance was taken openly, that said meeting was held at a specified time and place convenient to the public, that notice of said meeting was duly given to all of the news media requesting such notice, that an agenda for said meeting was posted at the location where said meeting was held and at the principal office of the Board at least 72 hours in advance of the holding of said meeting, that at least one copy of said agenda was continuously available for public review during the entire 72-hour period preceding said meeting, that said agenda contained a separate specific item concerning the proposed adoption of said ordinance, a true, correct and complete copy of the agenda as so posted being attached hereto as *Exhibit A*, that said meeting was called and held in strict compliance with the provisions the Open Meetings Act of the State of Illinois, as amended, and with the provisions of the Sanitary District Act of 1917, as amended, and that the Board has complied with all of the applicable provisions of said Acts and its procedural rules in the adoption of said ordinance.

IN WITNESS WHEREOF, I hereunto affix my official signature and seal of said District, this 14th day of September, 2026.

____

Clerk

(SEAL)

STATE OF ILLINOIS)
) SS
COUNTY OF MCLEAN)

CERTIFICATE OF FILING

We, the undersigned, do hereby certify that we are, respectively, the duly qualified and acting Clerk and Treasurer of the Bloomington and Normal Water Reclamation District, McLean County, Illinois (the *"District"*), respectively, and as such officers we do hereby certify that on the 14th day of September, 2026, there was filed with each of us, respectively, and placed on deposit in our respective records, a properly certified copy of Ordinance No. 2026-__ adopted by the Board of Trustees of the District on the 14th day of September, 2026, and entitled:

> AN ORDINANCE of the Bloomington and Normal Water Reclamation District, McLean County, Illinois, authorizing and providing for an Installment Purchase Agreement for the purpose paying the cost of purchasing real or personal property, or both, in and for the District, and authorizing and providing for the issue of the District's Debt Certificates, Series 2026B, in an aggregate principal amount of not to exceed $15,000,000, evidencing the rights to payment under the Agreement, prescribing the details of the Agreement and Certificates, and providing for the security for and means of payment under the Agreement of the Certificates.

together with any Work Contracts identified by the adoption of said Ordinance and attached thereto as *Exhibit 1*, and that the same have all been deposited in, and all as appears from, the official files and records of our respective offices.

IN WITNESS WHEREOF, we hereunto affix our official signatures and the seal of the District, this 14th day of September, 2026.

____

Clerk

____

Treasurer

(SEAL)

OLD BUSINESS B

BOARD MEETING DATE: September 14, 2026

SUBJECT: Consideration and Approval of 2026-28 Ordinance for the Bloomington and Normal Water Reclamation District, McLean County, Illinois, authorizing and providing for an Installment Purchase Agreement for the purpose paying the cost of purchasing real or personal property, or both, in and for the District, and authorizing and providing for the issue of the District's Debt Certificates, Series 2026C, in an aggregate principal amount not to exceed $50,000,000, evidencing the rights to payment under the Agreement and existing installment purchase agreements of the District for the purpose of refunding certificates issued thereunder, prescribing the details of the Agreement and Certificates, providing for the security for and means of payment under the Agreement and such existing agreement of the Certificates

PREPARED BY: Timothy Ervin, Executive Director

REVIEWED BY: Anthony Miceli, President, Speer Financial, Inc.; Attorney Elizabeth Megli, Partner with Livingston, Barger, Brandt, and Schroeder; Attorney Kent Floros, Partner with Chapman and Cutler LLP.

STAFF RECOMMENDATION Approval of Ordinance 2026-28, for Debt Certificates Series 2026C.

ATTACHMENTS: Parameter Bond Ordinance 2026-28; Preliminary Term Sheet

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BACKGROUND: Sewer infrastructure costs have increased significantly in recent years due to aging systems, stricter environmental regulations, and broader economic pressures. Much of the nation's sewer network was built decades ago and now requires major repair or replacement, which requires substantial labor and materials. Water quality and pollution-control requirements have also added complexity and cost to these projects. Inflation, supply chain disruptions, and rising costs for construction materials and skilled labor have further increased expenses. Climate-related impacts, including heavier rainfall and flooding, have increased the need for more resilient systems, placing additional financial pressure on municipalities and ratepayers.

Modernization of the 1920 West Oakland Wastewater Treatment Plant (WWTP) is necessary to meet current and future nutrient-removal requirements, protect water quality, and support continued community growth. Aging infrastructure has become less efficient, more costly to maintain, and more susceptible to operational risk, making replacement and upgrades a priority. Advanced treatment technologies and expanded plant capacity will enable the WWTP to consistently reduce nutrient discharges, accommodate projected residential and industrial growth, maintain long-term environmental compliance, and improve overall system resilience.

On June 4, 2021, IEPA issued an NPDES permit for the West Plant that includes comparable phosphorus-removal requirements by 2035. Engineers have reviewed the improvements needed at each facility to meet the revised standards, replace obsolete infrastructure, and increase hydraulic capacity for expected regional growth. The upgrades are estimated to exceed $200 million, with total costs and the project schedule likely to increase because of inflation plus.

Debt Certificate Financing — A **debt certificate** allows the District to finance the construction of multi-year infrastructure through a short-term municipal debt instrument. This approach is particularly useful in an unfavorable long-term interest rate environment because it allows construction to proceed without immediately locking the District into long-term debt at elevated rates.

Under this structure, the District issues debt certificates to provide interim construction funding for the capital improvements listed in the table below. The certificates establish the District's repayment obligation and are secured by property taxes, which will be abated annually as general revenue is used to repay the debt.

Once construction is complete and project costs are finalized, the District can refinance the short-term debt with long-term financing. This strategy preserves project momentum while giving the District flexibility to evaluate market conditions and secure more favorable long-term rates when the permanent financing is placed.

Key benefits of this approach include:

- Provides short-term construction funding while avoiding an immediate long-term borrowing commitment in an unfavorable rate environment;
- Allows critical capital projects to proceed while long-term interest rates and permanent financing options continue to be evaluated;
- Supports refinancing after construction, when final project costs are known and long-term debt can be structured more efficiently; and
- Preserves flexibility to transition from interim debt certificates to long-term financing when market conditions are more favorable.

This financing mechanism gives the District a flexible bridge between near-term construction needs and permanent long-term financing, helping advance essential infrastructure while managing interest-rate risk.

Wastewater Project(s) and Endeavors Engineers have identified five phases for modernizing the West Oakland WWTP. Phase one, the renovation of Headworks #1, is complete. The proposed short-term debt certificates will fund phase two, Solids Processing and CHP Integration; phase three, Headworks #3; and phase five, Process Improvements. In 2025, the District borrowed $19,500,000 to begin Solids Processing and CHP Integration and $12,000,000 to begin Headworks #3. The proposed debt certificates will refinance the portion of those borrowings which become due on December 1, 2026, and provide additional funding to complete both phases. The borrowing will support design work for Process Improvements of $4,000,000, including the renovation of the primary clarifiers and construction of new aeration tanks, disinfection buildings and effluent outfall.

The following infrastructure projects are included:

Fiscal Year 2027 Projects

Project	Infrastructure Type	Refinance Existing Debt Certificates	Total Debt Certificates
Solids Processing & CHP Integration	Wastewater Facility	$10,000,000	$32,500,000
Headworks Plant #3	Wastewater Facility	$8,000,000	11,500,000
West WWTP Phase 5A - Design	Wastewater Facility	-	2,000,000
West WWTP Phase 5A - Design	Wastewater Facility	-	2,000,000
Issuance Costs	Issuance Costs	-	75,000
	Total:	**$18,000,000**	**$48,075,000**

Staff recommend using a direct placement with Commerce Bank for this debt certificate. This structure allows the District to sell the debt directly to Commerce Bank rather than pursue a broad public offering. Commerce Bank issued the original $31,500,000 in short-term debt certificates for the Solids Processing & CHP Integration and Headworks #3 modernization projects. Combining the refinancing of the $18,000,000 of those borrowings which become due on December 1, 2026, through a direct placement is expected to lower issuance costs, shorten the financing timeline, and reduce ongoing disclosure and compliance obligations. Negotiated terms also allow interest rates, repayment schedules, and covenants to be tailored to the needs of both the District and the investor, providing greater flexibility and potentially more favorable borrowing terms.

STRATEGIC PLAN ALIGNMENT:

☐Goal I – Compliance & Reliability

☐Goal II – Workforce Excellence

☐Goal III – Public Trust

☒Goal IV – Financial Stability

☐Goal V – Capital Stewardship

Alignment Narrative: Maintain structurally balanced budgets while continuing to manage operating expenses and invest in critical infrastructure. These projects support the modernization of the West Oakland WWTP which is the backbone of the wastewater treatment process within McClean County. They also align with the goal of prioritizing and sequencing capital investments through transparent, data-driven criteria that balance regulatory requirements, system reliability, community benefit, and financial sustainability.

BUDGET IMPACT: The District's long-term financial model accounts for refinancing $18,000,000 in existing debt certificates and issuing an additional $30,075,000 in new debt to support the capital projects included in this financing package. Combining the refinancing with new debt issuance allows the District to address prior short-term project financing while also securing additional funding needed to advance ongoing wastewater infrastructure improvements.

EXTRACT OF MINUTES of a regular public meeting of the Board of Trustees of the Bloomington and Normal Water Reclamation District, McLean County, Illinois, held in the Trustee Board Room of the District Office, 2015 West Oakland Avenue, Bloomington, Illinois, in said District, at 4:00 p.m., on the 14th day of September, 2026.

The President called the meeting to order and directed the Clerk to call the roll.

Upon the roll being called, Jeffrey K. Feid, the President, and the following Trustees were physically present at said location: ____

____

The following Trustees were allowed by a majority of the members of the Board of Trustees in accordance with and to the extent allowed by rules adopted by the Board of Trustees to attend the meeting by video or audio conference: ________________________________

No Trustee was not permitted to attend the meeting by video or audio conference.

The following Trustees were absent and did not participate in the meeting in any manner or to any extent whatsoever: ____

The President announced that the next item for consideration was the issuance of not to exceed $50,000,000 Debt Certificates, Series 2026C, to be issued by the District pursuant to Section 17(b) of the Local Government Debt Reform Act, and that the Board of Trustees would consider the adoption of an ordinance authorizing (i) the refunding of certain outstanding debt certificates of the District issued pursuant to a prior Installment Purchase Agreement, (ii) the execution of an Installment Purchase Agreement in order to finance the costs of improving the sewerage system of the District, (iii) the issuance of said Certificates evidencing the rights to payment under said Agreements and (iv) providing for the sale of said Certificates. The President then explained that the ordinance sets forth the parameters for the issuance of said Certificates and sale thereof by designated officials of the District and summarized the pertinent terms of said parameters, including the specific parameters governing the manner of sale, length of maturity, rates of interest, and purchase price for said Certificates.

Whereupon __________________ presented and read by title an ordinance as follows, a copy of which was provided to each Trustee prior to said meeting and to everyone in attendance at said meeting who requested a copy:

ORDINANCE NO. 2026-28

AN ORDINANCE of the Bloomington and Normal Water Reclamation District, McLean County, Illinois, authorizing and providing for an Installment Purchase Agreement for the purpose paying the cost of purchasing real or personal property, or both, in and for the District, and authorizing and providing for the issue of the District's Debt Certificates, Series 2026C, in an aggregate principal amount not to exceed $50,000,000, evidencing the rights to payment under the Agreement and existing installment purchase agreements of the District for the purpose of refunding certificates issued thereunder, prescribing the details of the Agreement and Certificates, providing for the security for and means of payment under the Agreement and such existing agreement of the Certificates.

WHEREAS, the Bloomington and Normal Water Reclamation District, McLean County, Illinois (the *"District"*), is a duly organized and existing sanitary district incorporated and existing under the Sanitary District Act of 1917, as amended (the *"Sanitary District Act"*), and particularly as supplemented and amended by the Local Government Debt Reform Act, as amended (the *"Debt Reform Act"*) , and Section 17(b) of the Debt Reform Act (collectively, the *"Installment Purchase Provisions"*), in each case, as supplemented and amended (collectively, *"Applicable Law"*); and

WHEREAS, for many years, the District has owned and operated, and continues to own and operate a water treatment and sewage system (the *"System"*) in accordance with the provisions of the Sanitary District Act, the Clean Water Act of 1977, and the regulations established by the United States Environmental Protection Agency and the Illinois Environmental Protection Agency; and

WHEREAS, the Board of Trustees of the District (the *"Board"*) has determined that it is advisable, necessary and in the best interests of the public health, safety and welfare of the District to pay costs of improving the System, all in accordance with preliminary plans and estimate of costs heretofore approved by the Board and now on file in the office of the Clerk of the District (the *"Clerk"*), and to pay the engineering, construction, legal, financial and administrative expenses related thereto (collectively, the *"Project"*); and

WHEREAS, the Board has determined the total cost of the Project and expenses incidental thereto, including financial, legal, architectural, and engineering services related to such work and to the Agreement hereinafter provided for in this Ordinance to be not less than $35,000,000, plus estimated investment earnings which may be received on said sum prior to disbursement; and

WHEREAS, the Board finds that it does not have sufficient funds on hand to pay the costs of the Project aforesaid, and it will, therefore, be necessary to borrow money in the amount of not to exceed $35,000,000 for the purpose of paying such costs; and

WHEREAS, pursuant to the Installment Purchase Provisions, the District has the power to purchase real or personal property through agreements that provide that the consideration for the purchase may be paid through installments made at stated intervals for a period of no more than 20 years, to sell, convey and reacquire either real or personal property upon any terms and conditions and in any manner as the Board shall determine, if the District will lease, acquire by purchase agreement, or otherwise reacquire the property as authorized by applicable law and to issue certificates evidencing indebtedness incurred under such agreements; and

WHEREAS, the Board further finds that it is desirable and in the best interests of the District to avail of the provisions of the Installment Purchase Provisions to authorize an Installment Purchase Agreement (the *"Agreement"*); name as counter-party to the Agreement the Treasurer (the *"Treasurer"*), as nominee-seller; authorize the President of the District (the *"President"*) and Clerk to execute and attest, respectively, the Agreement on behalf of the District and to file same with the Clerk in his or her capacity as keeper of the records and files of the District; and issue certificates evidencing the indebtedness incurred under the Agreement in an amount not to exceed $35,000,000 (the *"New Money Certificates"*); and

WHEREAS, pursuant to the Installment Purchase Provisions, the District previously entered into an Installment Purchase Agreement, dated December 19, 2024, described as follows:

> INSTALLMENT PURCHASE AGREEMENT for the purchase of real or personal property, or both, in and for the Bloomington and Normal Water Reclamation District, McLean County, Illinois.

(the *"Prior 2024B Agreement"*) and, pursuant thereto, the Board did provide for the issuance of certificates evidencing the debt thereunder, described as Debt Certificates, Series 2024B, dated December 19, 2024 (the *"Prior 2024B Certificates"*); and

WHEREAS, the Prior 2024B Certificates are presently outstanding and unpaid in the principal amount of $19,500,000, and are binding and subsisting legal obligations of the District; and

WHEREAS, is necessary and desirable to refund the Prior 2024B Certificates maturing on December 30, 2026, in the amount of $10,000,000 (the *"Refunded 2024B Certificates"*) in order to restructure the debt burden of the District; and

WHEREAS, pursuant to the Installment Purchase Provisions, the District previously entered into an Installment Purchase Agreement, dated December 19, 2024, described as follows:

> INSTALLMENT PURCHASE AGREEMENT for the purchase of real or personal property, or both, in and for the Bloomington and Normal Water Reclamation District, McLean County, Illinois.

(the *"Prior 2024C Agreement"* and, together with the Prior 2024B Agreement, the *"Prior Agreements"*) and, pursuant thereto, the Board did provide for the issuance of certificates evidencing the debt thereunder, described as Debt Certificates, Series 2024C, dated December 19, 2024 (the *"Prior 2024C Certificates"* and, together with the Prior 2024B Certificates, the *"Prior Certificates"*); and

WHEREAS, the Prior 2024C Certificates are presently outstanding and unpaid in the principal amount of $12,000,000, and are binding and subsisting legal obligations of the District; and

WHEREAS, is necessary and desirable to refund the Prior 2024C Certificates maturing on December 30, 2026, in the amount of $8,000,000 (the *"Refunded 2024C Certificates"*) in order to restructure the debt burden of the District; and

WHEREAS, sufficient funds of the District are not available for the purpose of refunding the Refunded 2024B Certificates and the Refunded 2024C Certificates (the *"Refunding"*) and it will, therefore, be necessary to borrow money in an amount not to exceed $25,000,000 for the purpose of paying such costs; and

WHEREAS, pursuant to the provisions of the Debt Reform Act, the Refunded Certificates may properly be refunded by a new series of certificates as herein provided; and

WHEREAS, the Board finds that it is desirable and in the best interests of the District to avail of the provisions of the Debt Reform Act to issue certificates in an amount not to exceed $25,000,000 to refund the Refunded Certificates (the *"Refunding Certificates"*); and

WHEREAS, the District has determined that it necessary and in the best interests of the District to issue the New Money Certificates to pay the costs of the Project in an amount not to exceed $35,000,000 and to issue the Refunding Certificates to pay the costs of the Refunding in an amount not to exceed $25,000,000, said New Money Certificates and Refunding Certificates to be issued in a single issue of certificates in a principal amount not to exceed $50,000,000 (the *"Certificates"*); and

WHEREAS, in accordance with the terms of the Refunded Certificates, the Refunded Certificates may be called for redemption prior to maturity, and it is necessary and desirable to make such call for the redemption of the Refunded Certificates on their earliest possible and practicable call date, and provide for the giving of proper notice to the registered owners of the Refunded Certificates:

NOW THEREFORE Be It Ordained by the Board of Trustees of the Bloomington and Normal Water Reclamation District, McLean County, Illinois, as follows:

Section 1. Incorporation of Preambles. The Board hereby finds that the recitals contained in the preambles to this Ordinance are true, correct, and complete and does incorporate them into this Ordinance by this reference.

Section 2. Certain Determinations of the Board; Intent to Reimburse. It is hereby found and determined that the Board has been authorized by law to pay the costs of the Project and to borrow money therefor, and in evidence thereof and for the purpose of financing the same, enter into the Agreement and to provide for the issuance and delivery of the New Money Certificates in evidence thereof, said New Money Certificates to be issued in an amount not to exceed $35,000,000, and it is further found and determined that the Board has been authorized by law to borrow an amount not to exceed $25,000,000 upon the credit of the District and as evidence thereof to issue the Refunding Certificates of the District to said amount, the proceeds of said Refunding Certificate to be used to refund the Refunded Certificates, and that it is necessary and for the best interests of the District that there be issued an amount not to exceed $35,000,000 of the Refunding Certificates so authorized, said Refunding Certificates to be issued together with the New Money Certificates as one issue of the Certificate in a principal amount not to exceed $50,000,000.

The Certificates are being issued by the District as an interim financing with the intent to reimburse itself with the proceeds of an obligation payable in whole or in part from the revenues of the System (or from the proceeds of alternate revenue bonds of the District issued pursuant to the Debt Reform Act). The costs of the Project constitute lawful expenditures of the revenues of the System.

Section 3. Agreement, Prior Agreement and Certificates Are General Obligations; Annual Appropriation. The District hereby represents, warrants, and agrees that the obligation to make the payments due under the Agreement and the Prior Agreement and on the Certificates shall be a general obligation of the District payable from any funds of the District lawfully available and annually appropriated for such purpose. The District represents and warrants that the total amount due under the Agreement and the Prior Agreement and on the Certificates, together with all other indebtedness of the District, is within all statutory and constitutional debt limitations. The District agrees to appropriate funds of the District annually and in a timely manner so as to provide for the making of all payments when due under the terms of the Agreement, the Prior Agreement and the Certificates.

Section 4. Execution and Filing of the Agreement. From and after the effective date of this Ordinance, the President and Clerk be and they are hereby authorized and directed to execute and attest, respectively, the Agreement, in substantially the form thereof set forth below in the text of this Ordinance, and to do all things necessary and essential to effectuate the provisions of the Agreement, including the execution of any documents and certificates incidental thereto or necessary to carry out the provisions thereof. Further, as nominee-seller, the Treasurer is hereby authorized and directed to execute the Agreement. Upon full execution, the original of the Agreement shall be filed with the Clerk and retained in the District records and constitute authority for issuance of the Certificates. Subject to such discretion of the officers signatory to the document as described in the foregoing text, the Installment Purchase Agreement shall be in substantially the form as follows:

INSTALLMENT PURCHASE AGREEMENT for the purchase of real or personal property, or both, in and for the Bloomington and Normal Water Reclamation District, McLean County, Illinois.

THIS INSTALLMENT PURCHASE AGREEMENT (this *"Agreement"*) dated as of _______________, 2026, by and between the Treasurer (the *"Treasurer"*) of the Board (as hereinafter defined), as Nominee-Seller (the *"Seller"*), and the Bloomington and Normal Water Reclamation District, McLean County, Illinois, a municipality of the State of Illinois (the *"District"*):

WITNESSETH

A. The Board of Trustees of the District (the *"Board"*) has determined to improve the water treatment and sewage system of the District (the *"Project"*), all as previously approved by the Board and on file with the Clerk of the Board (the *"Clerk"*).

B. Pursuant to the provisions of the Sanitary District Act of 1917, the Local Government Debt Reform Act (the *"Debt Reform Act"*), and, in particular, the provisions of Section 17(b) of the Debt Reform Act (collectively, the *"Installment Purchase Provisions"*), in each case, as supplemented and amended (collectively, *"Applicable Law"*), the District has the power to purchase real or personal property through agreements that provide that the consideration for the purchase may be paid through installments made at stated intervals for a period of no more than 20 years, to sell, convey and reacquire either real or personal property upon any terms and conditions and in any manner as the Board shall determine, if the District will lease, acquire by purchase agreement, or otherwise reacquire the property as authorized by applicable law and to issue certificates evidencing indebtedness incurred under such agreements.

C. On the 14th day of September, 2026, the Board, pursuant to Applicable Law and the need to provide for the Project, adopted an ordinance (the *"Ordinance"*), authorizing the borrowing of money for the Project, the execution and delivery of this Agreement to finance same and the issuance of certificates evidencing the indebtedness so incurred (the *"Certificates"*).

D. The Ordinance is

(a) incorporated herein by reference; and

(b) made a part hereof as if set out at this place in full;

and each of the terms as defined in the Ordinance is also incorporated by reference for use in this Agreement.

E. The Seller, as nominee as expressly permitted by the Installment Purchase Provisions of the Debt Reform Act, has agreed to make, construct, acquire and provide for the Project on the terms as hereinafter provided.

NOW THEREFORE in consideration of the mutual covenants and agreements hereinafter contained and other valuable consideration, it is mutually agreed between the Seller and the District as follows:

1. MAKE AND ACQUIRE PROJECT

The Seller agrees to make, construct, and acquire the Project upon real estate owned or to be owned by or upon which valid easements have been obtained in favor of the District.

2. CONVEYANCE

The Seller agrees to convey each part of the Project to the District and to perform all necessary work and convey all necessary equipment; and the District agrees to purchase the Project from the Seller and pay for the Project the purchase price of not to exceed $__________; plus the amount of investment earnings which are earned on the amount deposited with the Treasurer from the sale of the Certificate and in no event shall the total aggregate principal purchase price to be paid pursuant to this Agreement exceed the sum of $___________, plus the amount of investment earnings which are earned on the amount deposited with the Treasurer from the sale of the Certificate.

3. PAYMENTS

The payment of the entire sum of said purchase price shall (a) be payable in installments due on the dates and in the amounts, (b) bear interest at the rates percent per annum which interest shall also be payable on the dates and in the amounts, and (c) be payable at the place or places of payment, in the medium of payment, and upon such other terms, including prepayment (redemption), all as provided for payment of the Certificate in the Ordinance.

4. ASSIGNMENT

Rights to payment of the Seller as provided in this Agreement are assigned as a matter of law, under the Installment Purchase Provisions of the Debt Reform Act, to the owners of the Certificates. This Agreement and any right, title, or interest herein shall not be further assignable so long as the Certificates remain outstanding. The Certificates, evidencing the indebtedness incurred hereby, are assignable (registrable) as provided in the Ordinance.

5. TAX COVENANTS

The covenants relating to the tax-exempt status of the Certificates, as set forth in the Ordinance, insofar as may be applicable, apply to the work to be performed and the payments made under this Agreement.

6. TITLE.

(a) *Vesting of Title*. Title in and to any part of the Project, upon delivery or as made, during all stages of the making or acquisition thereof, shall and does vest immediately in the District.

(b) *Damage, Destruction, and Condemnation*. If, during the term of this Agreement, (i) all or any part of the Project shall be destroyed, in whole or in part, or damaged by fire or other casualty or event; or (ii) title to, or the temporary or permanent use of, all or any part of the Project shall be taken under the exercise of the power of eminent domain by any governmental body or by any person, firm, or corporation acting under governmental authority; or (iii) a material defect in construction of all or any part of the Project shall become apparent; or (iv) title to or the use of all or any part of the Project shall be lost by reason of a defect in title; then the District shall continue to make payments as promised herein and in the Certificates and to take such action as it shall deem necessary or appropriate to repair and replace the Project.

7. LAWFUL CORPORATE OBLIGATION

The District hereby represents, warrants, and agrees that the obligation to make the payments due hereunder shall be a lawful direct general obligation of the District payable from the general funds of the District and such other sources of payment as are otherwise lawfully available. The District represents and warrants that the total amount due the Seller hereunder, together with all other indebtedness of the District, is within all statutory and constitutional debt limitations. The District agrees to appropriate funds of the District annually and in a timely manner so as to provide for the making of all payments when due under the terms of this Agreement.

8. GENERAL COVENANT AND RECITAL

It is hereby certified and recited by the Seller and the District, respectively, that as to each, respectively, for itself, all conditions, acts, and things required by law to exist or to be done precedent to and in the execution of this Agreement did exist, have happened, been done and performed in regular and due form and time as required by law.

9. NO SEPARATE TAX

THE SELLER AND THE DISTRICT RECOGNIZE THAT THERE IS NO STATUTORY AUTHORITY FOR THE LEVY OF A SEPARATE TAX IN ADDITION TO OTHER TAXES OF THE DISTRICT OR THE LEVY OF A SPECIAL TAX UNLIMITED AS TO RATE OR AMOUNT TO PAY ANY OF THE AMOUNTS DUE HEREUNDER.

10. DEFAULT

In the event of a default in payment hereunder by the District, the Seller or the Certificates holder may pursue any available remedy by suit at law or equity to enforce the payment of all amounts due or to become due under this Agreement, including, without limitation, an action for specific performance.

IN WITNESS WHEREOF the Seller has caused this Installment Purchase Agreement to be executed and attested, and his or her signature to be attested by the Clerk, and the District has caused this Installment Purchase Agreement to be executed by its President as authorized officer of the District to execute said Agreement and also attested by the Clerk, and the official seal of the District to be hereunto affixed, all as of the day and year first above written.

SELLER:

Signature: ________________________________

__________________,
as Nominee-Seller and Treasurer

ATTEST:

____
Clerk

BLOOMINGTON AND NORMAL WATER RECLAMATION DISTRICT, MCLEAN COUNTY, ILLINOIS

____
President

[SEAL]

ATTEST:

____
Clerk

Section 5. Certificate Details. For the purpose of providing for the Project, there shall be issued and sold the Certificates of the District in the principal amount not to exceed $50,000,000, which shall be designated "Debt Certificates, Series 2026C" or with such other designations or descriptions as shall be necessary to identify the Certificates, as set forth in the Certificate Notification (as hereinafter defined). The Certificates may be issued in one or more series, shall be dated the date of the issuance thereof, shall be in fully registered form, shall be in denominations of $100,000 each and multiples of $5 in excess thereof (but no single Certificates shall represent installments of principal maturing on more than one date) or such other denominations as set forth in the Certificate Notification, and shall be numbered 1 and upward. The Certificates shall become due and payable serially or be subject to mandatory redemption (subject to prior redemption as hereinafter set forth) on the dates (not later than May 1, 2031), in the amounts (not exceeding $17,000,000 per year) and bearing interest at the interest rates per annum (not exceeding 9.00%) as set forth in the Certificate Notification.

The Certificates shall bear interest from their date or from the most recent interest payment date to which interest has been paid or duly provided for, until the principal amount of the Certificates is paid, such interest (computed upon the basis of a 360-day year of twelve 30-day months) being payable on May 1 and November 1 of each year, commencing on the date set forth in the Certificate Notification. Interest on each Certificate shall be paid by check or draft of the certificate registrar and paying agent (which shall be the Purchaser (as hereinafter defined), the Treasurer, or a bank or trust company authorized to do business in the State of Illinois, as set forth in the Certificate Notification) (the *"Certificate Registrar"*), payable upon presentation in lawful money of the United States of America, to the person in whose name the Certificates are registered at the close of business on the 15th day of the month next preceding any interest payment date.

The principal of the Certificates shall be payable in lawful money of the United States of America at the principal office of the Certificate Registrar.

The Certificates shall be signed by the manual or facsimile signature of the President and shall be attested by the Clerk, as they shall determine, and shall have impressed or imprinted thereon the corporate seal or facsimile thereof of the District, and in case any officer whose signature shall appear on any Certificate shall cease to be such officer before the delivery of such Certificate, such signature shall nevertheless be valid and sufficient for all purposes, the same as if such officer had remained in office until delivery.

All Certificates shall have thereon a certificate of authentication substantially in the form hereinafter set forth duly executed by the Certificate Registrar as authenticating agent of the District and showing the date of authentication. No Certificate shall be valid or obligatory for any purpose or be entitled to any security or benefit under this Ordinance unless and until such certificate of authentication shall have been duly executed by the Certificate Registrar by manual signature, and such certificate of authentication upon any such Certificate shall be conclusive evidence that such Certificate has been authenticated and delivered under this Ordinance. The certificate of authentication on any Certificate shall be deemed to have been executed by the Certificate Registrar if signed by an authorized officer of the Certificate Registrar, but it shall not be necessary that the same officer sign the certificate of authentication on all of the Certificates issued hereunder.

Section 6. Registration of Certificates; Persons Treated as Owners. The District shall cause books (the *"Certificate Register"*) for the registration and for the transfer of the Certificates as provided in this Ordinance to be kept at the principal office of the Certificate Registrar, which is hereby constituted and appointed the registrar of the District. The District is authorized to prepare, and the Certificate Registrar shall keep custody of, multiple Certificate blanks executed by the District for use in the transfer and exchange of Certificates.

Upon surrender for transfer of any Certificate at the principal office of the Certificate Registrar, duly endorsed by, or accompanied by a written instrument or instruments of transfer in form satisfactory to the Certificate Registrar and duly executed by the registered owner or his or her attorney duly authorized in writing, the District shall execute and the Certificate Registrar shall authenticate, date, and deliver in the name of the transferee or transferees a new fully registered Certificate or Certificates of the same series and maturity of authorized denominations, for a like aggregate principal amount. Any fully registered Certificate or Certificates may be exchanged at said office of the Certificate Registrar for a like aggregate principal amount of Certificate or Certificates of the same series and maturity of other authorized denominations. The execution by the District of any fully registered Certificate shall constitute full and due authorization of such Certificate and the Certificate Registrar shall thereby be authorized to authenticate, date, and deliver such Certificate; *provided, however,* the principal amount of outstanding Certificates of each series and maturity authenticated by the Certificate Registrar shall not exceed the authorized principal amount of Certificates for such series and maturity less previous retirements.

The Certificate Registrar shall not be required to transfer or exchange any Certificate during the period beginning at the close of business on the 15th day of the month next preceding any interest payment date on such Certificate and ending at the opening of business on such interest payment date, nor to transfer or exchange any Certificate after notice calling such Certificate for redemption has been mailed, nor during a period of fifteen (15) days next preceding mailing of a notice of redemption of any Certificates.

The person in whose name any Certificate shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes, and payment of the principal of or interest on any

Certificate shall be made only to or upon the order of the registered owner thereof or his or her legal representative. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Certificate to the extent of the sum or sums so paid.

No service charge shall be made for any transfer or exchange of Certificates, but the District or the Certificate Registrar may require payment of a sum sufficient to cover any tax or other governmental charge that may be imposed in connection with any transfer or exchange of Certificates except in the case of the issuance of a Certificate or Certificates for the unredeemed portion of a Certificate surrendered for redemption.

Section 7. (a) *Optional Redemption.* The Certificates shall be subject to redemption prior to maturity at the option of the District from any available funds, as a whole or in part, and if in part in integral multiples of $100,000, in any order of their maturity as determined by the District, on the date, if any, specified in the Certificate Notification, at the redemption price of par plus accrued interest to the date fixed for redemption.

(b) *Mandatory Redemption.* The Certificates shall be subject to mandatory redemption, in integral multiples of $100,000 selected by lot by the Certificate Registrar, at a redemption price of par plus accrued interest to the redemption date for such Certificates, on the dates, if any, and in the principal amounts, if any, as indicated in such Certificate Notification.

The principal amounts of Certificates to be mandatorily redeemed in each year may be reduced through the earlier optional redemption thereof, with any partial optional redemptions of such Certificates credited against future mandatory redemption requirements in such order of the mandatory redemption dates as the District may determine. In addition, on or prior to the 60th day preceding any mandatory redemption date, the Certificate Registrar may, and if directed by the Board shall, purchase Certificates required to be retired on such mandatory redemption date. Any such Certificates so purchased shall be cancelled and the principal amount thereof shall be credited against the mandatory redemption required on such next mandatory redemption date.

(c) *General.* The Certificates shall be redeemed only in the principal amount of $100,000 and integral multiples thereof subject to the limitations set forth in this section. The District shall, at least twenty (20) days prior to any optional redemption date (unless a shorter time period shall be satisfactory to the Certificate Registrar) notify the Certificate Registrar of such redemption date and of the principal amount of the Certificates to be redeemed.

Section 8. Redemption Procedure. Unless waived by any holder of Certificates to be redeemed, notice of the call for any such redemption shall be given by the Certificate Registrar on behalf of the District by mailing the redemption notice by first class mail at least twenty (20) days and not more than sixty (60) days prior to the date fixed for redemption to the registered owner of the Certificate or Certificates to be redeemed at the address shown on the Certificate Register or at such other address as is furnished in writing by such registered owner to the Certificate Registrar.

All notices of redemption shall state:

(1) the redemption date,

(2) the redemption price,

(3) if less than all outstanding Certificates are to be redeemed, the identification (and, in the case of partial redemption, the respective principal amounts) of the Certificates to be redeemed,

(4) that on the redemption date the redemption price will become due and payable upon each such Certificate or portion thereof called for redemption, and that interest thereon shall cease to accrue from and after said date,

(5) the place where such Certificates are to be surrendered for payment of the redemption price, which place of payment shall be the principal office of the Certificate Registrar, and

(6) such other information then required by custom, practice or industry standard.

Unless moneys sufficient to pay the redemption price of the Certificates to be redeemed at the option of the District shall have been received by the Certificate Registrar prior to the giving of such notice of redemption, such notice may, at the option of the District, state that said redemption shall be conditional upon the receipt of such moneys by the Certificate Registrar on or prior to the date fixed for redemption. If such moneys are not received, such notice shall be of no force and effect, the District shall not redeem such Certificates, and the Certificate Registrar shall give notice, in the same manner in which the notice of redemption shall have been given, that such moneys were not so received and that such Certificates will not be redeemed. Otherwise, prior to any redemption date, the District shall deposit with the Certificate Registrar an amount of money sufficient to pay the redemption price of all the Certificates or portions of Certificates which are to be redeemed on that date.

Subject to the provisions for a conditional redemption described above, notice of redemption having been given as aforesaid, the Certificates or portions of Certificates so to be redeemed shall, on the redemption date, become due and payable at the redemption price therein specified, and from and after such date (unless the District shall default in the payment of the redemption price) such Certificates or portions of Certificates shall cease to bear interest. Upon surrender of such Certificates for redemption in accordance with said notice, such Certificates shall be paid by the Certificate Registrar at the redemption price. Installments of interest due on or prior to the redemption date shall be payable as herein provided for payment of interest. Upon surrender for any partial redemption of any Certificate, there shall be prepared for the registered holder a new Certificate or Certificates of the same maturity in the amount of the unpaid principal.

If any Certificate or portion of Certificate called for redemption shall not be so paid upon surrender thereof for redemption, the principal shall, until paid, bear interest from the redemption date at the rate borne by the Certificate or portion of Certificate so called for redemption. All

Certificates which have been redeemed shall be cancelled and destroyed by the Certificate Registrar and shall not be reissued.

Section 9. Form of Certificates. The Certificates shall be in substantially the form hereinafter set forth; *provided*, *however*, that if the text of the Certificates is to be printed in its entirety on the front side of the Certificates, then the second paragraph on the front side and the legend "See Reverse Side for Additional Provisions" shall be omitted and the text of paragraphs set forth for the reverse side shall be inserted immediately after the first paragraph.

[FORM OF CERTIFICATE - FRONT SIDE]

REGISTERED
NO. 1

REGISTERED
$_________

UNITED STATES OF AMERICA
STATE OF ILLINOIS
COUNTY OF MCLEAN
BLOOMINGTON AND NORMAL WATER RECLAMATION DISTRICT
DEBT CERTIFICATES, SERIES 2026C

See Reverse Side for
Additional Provisions.

Interest Rate: ____%	Maturity Date: May 1, 20__	Dated Date: __________, 2026

Registered Owner:

Principal Amount:

KNOW ALL PERSONS BY THESE PRESENTS that the Bloomington and Normal Water Reclamation District, McLean County, Illinois, a sanitary district and political subdivision of the State of Illinois (the *"District"*), hereby acknowledges itself to owe and for value received promises to pay from the source and as hereinafter provided to the Registered Owner identified above, or registered assigns as hereinafter provided, on the Maturity Date identified above, the Principal Amount identified above and to pay interest (computed on the basis of a 360-day year of twelve 30-day months) on such Principal Amount from the date of this Certificate or from the most recent interest payment date to which interest has been paid at the Interest Rate per annum set forth above on May 1 and November 1 of each year, commencing ___________, 20__, until said Principal Amount is paid. Principal of this Certificate is payable in lawful money of the United States of America upon presentation and surrender hereof at the principal office of the Treasurer of the District, as certificate registrar and paying agent (the *"Certificate Registrar"*). Payment of the installments of interest shall be made to the Registered Owner hereof as shown on the registration books of the District maintained by the Certificate Registrar at the close of business on the 15th day of the month of each interest payment date and shall be paid by check or draft of the Certificate Registrar, payable upon presentation in lawful money of the United States of America, mailed to the address of such Registered Owner as it appears on such registration books or at such other address furnished in writing by such Registered Owner to the Certificate Registrar.

Reference is hereby made to the further provisions of this Certificate set forth on the reverse hereof, and such further provisions shall for all purposes have the same effect as if set forth at this place.

It is hereby certified and recited that all conditions, acts and things required by law to exist or to be done precedent to and in the issuance of this Certificate did exist, have happened, been done and performed in regular and due form and time as required by law; that the indebtedness of the District, including the issue of certificates of which this is one, does not exceed any limitation imposed by law; that the obligation to make payments due hereon is a general obligation of the District payable from any funds of the District legally available for such purpose, that the District shall appropriate funds annually and in a timely manner so as to provide for the making of all payments hereon when due. THE OWNER OF THIS CERTIFICATE ACKNOWLEDGES THAT THERE IS NO STATUTORY AUTHORITY FOR THE LEVY OF A SEPARATE TAX IN ADDITION TO OTHER TAXES OF THE DISTRICT OR THE LEVY OF A SPECIAL TAX UNLIMITED AS TO RATE OR AMOUNT TO PAY ANY OF THE AMOUNTS DUE HEREUNDER.

This Certificate shall not be valid or become obligatory for any purpose until the certificate of authentication hereon shall have been signed by the Certificate Registrar.

IN WITNESS WHEREOF, said Bloomington and Normal Water Reclamation District, McLean County, Illinois, by its Board of Trustees, has caused this Certificate to be signed by the manual or duly authorized facsimile signatures of its President and attested by the manual or duly authorized facsimile signature of the Clerk and its corporate seal or a facsimile thereof to be impressed or reproduced hereon, all as of the Dated Date identified above.

President

(SEAL)

ATTEST:

Clerk

Date of Authentication: ___________, 2026

CERTIFICATE
OF
AUTHENTICATION

This Certificate is described in the within mentioned ordinance and is one of the Debt Certificates, Series 2026C, of the Bloomington and Normal Water Reclamation District, McLean County, Illinois.

Certificate Registrar and Paying Agent:

[FORM OF CERTIFICATE - REVERSE SIDE]

This Certificate is issued by the District to improve the water treatment and sewage system of the District, in full compliance with the provisions of the Sanitary District Act of 1917, as amended, and the Local Government Debt Reform Act (the *"Debt Reform Act"*), and all laws amendatory thereof and supplementary thereto, and is authorized by the Board by an ordinance duly and properly adopted for the above purposes (the *"Ordinance"*), in all respects as provided by law. This Certificate has been issued (i) in evidence of the indebtedness incurred pursuant to those certain Installment Purchase Agreements (the *"Prior Agreements"*), dated as of December 19, 2024, in evidence of which the District's Debt Certificates, Series 2024B, and Debt Certificates, Series 2024C, were issued, and (ii) in evidence of the indebtedness incurred pursuant to a certain Installment Purchase Agreement (the *"Agreement"*), dated as of ___________, 2026, entered into by and between the District and the Treasurer, as Seller-Nominee, to which reference is hereby expressly made for further definitions and terms and to all the provisions of which the holder by the acceptance of this certificate assents.

[Optional and Mandatory Redemption Provisions to be Inserted]

[Notice of any such redemption shall be sent by first class mail not less than ten (10) days nor more than sixty (60) days prior to the date fixed for redemption to the registered owner of each Certificate to be redeemed at the address shown on the registration books of the District maintained by the Certificate Registrar or at such other address as is furnished in writing by such registered owner to the Certificate Registrar. When so called for redemption, this Certificate will cease to bear interest on the specified redemption date, provided funds for redemption are paid to the owner of this Certificate at that time, and shall not be deemed to be outstanding.]

This Certificate is transferable by the Registered Owner hereof in person or by his or her attorney duly authorized in writing at the principal office of the Certificate Registrar in Bloomington, Illinois, but only in the manner, subject to the limitations and upon payment of the charges provided in the authorizing ordinance, and upon surrender and cancellation of this Certificate. Upon such transfer a new Certificate or Certificates of authorized denominations of the same maturity and for the same aggregate principal amount will be issued to the transferee in exchange therefor.

The Certificates are issued in fully registered form in the denomination of $100,000 each or authorized integral multiples of $5 in excess thereof. This Certificate may be exchanged at the principal corporate trust office of the Certificate Registrar for a like aggregate principal amount of Certificates of the same maturity of other authorized denominations, upon the terms set forth in the authorizing ordinance. The Certificate Registrar shall not be required to transfer or exchange any Certificate during the period beginning at the close of business on the 15th day of the month next preceding any interest payment date on such Certificate and ending at the opening of business on such interest payment date, nor to transfer or exchange any Certificate after notice calling such Certificate for redemption has been mailed, nor during a period of fifteen (15) days next preceding mailing of a notice of redemption of any Certificates.

The District and the Certificate Registrar may deem and treat the Registered Owner hereof as the absolute owner hereof for the purpose of receiving payment of or on account of principal hereof and interest due hereon and for all other purposes and neither the District nor the Certificate Registrar shall be affected by any notice to the contrary. No consent or waiver, express or implied, to or of any breach or default in the performance of any obligation under this Certificate, the Certificate Ordinance or any document executed in connection therewith shall constitute a consent or waiver to or of any other breach or default in the performance of the same or any obligation.

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers unto

	[Here insert identifying number such as TID, SSN, or other]

____

____

(Name and Address of Assignee)

the within Certificate and does hereby irrevocably constitute and appoint

____

as attorney to transfer the said Certificate on the books kept for registration thereof with full power of substitution in the premises.

Dated:______________________________ ______________________________

Signature guaranteed: ________________________________

NOTICE: The signature to this assignment must correspond with the name of the Registered Owner as it appears upon the face of the within Certificate in every particular, without alteration or enlargement or any change whatever.

Section 10. Sale of Certificates. The President of the Board and the Executive Director (the *"Executive Director"*) of the District (the *"Designated Representatives"*) are hereby authorized to proceed at any time not later than the 14th day of March, 2027, without any further authorization or direction from the Board, to sell the Certificates, in one or more series, upon the terms as prescribed in this Ordinance. The Certificates hereby authorized shall be executed as in this Ordinance provided as soon after the passage hereof as may be, and thereupon be deposited with the Treasurer, and, after authentication thereof by the Certificate Registrar, be by the Treasurer delivered to the purchaser or purchasers thereof (the *"Purchaser"*) upon receipt of the purchase price therefor, the same being not less than 96.0% of the principal amount of the Certificates (exclusive of original issue discount), on a series-by-series basis, plus accrued interest to the date of delivery, if any.

Any Purchaser of the Certificates shall be (i) a bank or financial institution authorized to do business in the State of Illinois, (ii) a governmental unit as defined in the Debt Reform Act or (iii) an "accredited investor" as defined in Rule 501 of Regulation D as promulgated under the Securities Act of 1933, as amended.

Prior to the sale of a series of the Certificates, the President, the Clerk, the Treasurer, the Executive Director or any other official of the District is hereby authorized to approve and execute a commitment for the purchase of a Municipal Bond Insurance Policy (as hereinafter defined), to further secure the Certificates, as long as the present value of the fee to be paid for the Municipal Bond Insurance Policy (using as a discount rate the expected yield on the Certificates treating the fee paid as interest on the Certificates) is less than the present value of the interest reasonably expected to be saved on the Certificates over the term of the Certificates as a result of the Municipal Bond Insurance Policy.

Upon the sale of a series of the Certificates, the Designated Representatives shall prepare a Notification of Sale, which shall include the pertinent details of sale as provided herein (the "*Certificate Notification*"). In the Certificate Notification for a series of the Certificates, the Designated Representatives shall find and determine that such Certificates have been sold at such price and bear interest at such rates that either the true interest cost (yield) or the net interest rate received upon the sale of such series of the Certificates does not exceed the maximum rate otherwise authorized by applicable law. Each Certificate Notification shall be entered into the records of the District and made available to the Board at the next regular meeting thereof; but such action shall be for information purposes only, and the Board shall have no right or authority at such time to approve or reject such sale as evidenced in the Certificate Notification.

Upon the sale of the Certificates as evidenced by the execution and delivery of the Certificate Notification by the Designated Representatives, the President, the Clerk, the Treasurer, the Executive Director or any other officer of the District, as shall be appropriate, shall be and are hereby authorized and directed to approve or execute, or both, such documents of sale of such series of the Certificates as may be necessary, including, without limitation, the contract for the sale of the Certificates between the District and the Purchaser (which may be evidenced by an executed bid form or term sheet) (the "*Purchase Contract*"). Prior to the execution and delivery of the Purchase Contract, the Designated Representatives shall find and determine that no person holding any office of the District, either by election or appointment, is in any manner financially interested either directly in his or her own name or indirectly in the name of any other person, association, trust or corporation, in the Purchase Contract.

The Certificates before being issued shall be registered, numbered and countersigned by the Finance Director, such registration being made in a book provided for that purpose, in which shall be entered the record of the ordinance authorizing the Board to borrow said money and a description of the Certificates issued, including the number, date, to whom issued, amount, rate of interest and when due.

The use by the Purchaser of any Preliminary Official Statement and any final Official Statement relating to the Certificates (the *"Official Statement"*) and by the District of any term sheet with respect to the Certificates is hereby ratified, approved and authorized; the execution and delivery of the Official Statement and any term sheet is hereby authorized; and the officers of the District are hereby authorized to take any action as may be required on the part of the District to consummate the transactions contemplated by the Purchase Contract, this Ordinance, said Preliminary Official Statement, the Official Statement, any term sheet and the Certificates.

Section 11. Creation of Funds and Appropriations.

A. There is hereby created the *"Debt Certificates, Series 2026C, Certificate Fund"* (the *"Certificate Fund"*), which shall be the fund for the payment of the principal of and interest on the Certificates. Funds lawfully available for the purpose shall be deposited into the Certificate Fund and used solely and only for the purpose of paying the principal of and interest on the Certificates. Interest income or investment profit earned in the Certificate Fund shall be retained in the Certificate Fund for payment of the principal of or interest on the Certificates on the interest payment date next after such interest or profit is received or, to the extent lawful and as determined by the Board, transferred to such other fund as may be determined. Moneys on deposit in the Certificate Fund (*"Certificate Moneys"*) shall be applied to the payment of interest when due and principal or redemption price when due at maturity or upon redemption prior to maturity.

B. Simultaneously with the delivery of the Certificates, proceeds from the sale of the Refunding Certificates and such additional amounts as may be necessary from the general funds of the District, are hereby appropriated to pay the costs of issuance of the Certificates and for the purpose of refunding the Refunded Certificates, and that portion thereof not needed to pay such costs is hereby ordered deposited with the paying agent for the Prior Certificates for the purpose of consummating such refunding.

C. Simultaneously with the delivery of the Certificates, proceeds from the sale of the New Money Certificates and such additional amounts as may be necessary from the general funds of the District are hereby appropriated to pay the costs of issuance of the Certificates, and the portion thereof not needed to pay such costs shall be deposited into the Debt Certificates, Series 2026C, Project Fund (the *"Project Fund"*), hereby created. Moneys in the Project Fund shall be used to pay costs of the Project, including costs of issuance of the Certificates, and that portion not needed to pay such costs of issuance shall be expended in accordance with the following procedures:

1. Contracts (*"Work Contracts"*) have been or shall be awarded, from time to time, by the Board for the work on the Project; and the Board represents and covenants that each Work Contract has been or will be let in strict accordance with Applicable Law and the rules and procedures of the District for same.

2. Pursuant to ordinance or resolution to be duly adopted, the Board shall identify all or a designated portion of each Work Contract to the Agreement. This Ordinance and any such further ordinance or resolution shall be filed of record with the Clerk and the Treasurer. The adoption and filing of any such ordinance or resolution and the Work Contracts with such officers shall constitute authority for the officer or officers of the District to make disbursements from the Project Fund to pay amounts due under such Work Contracts from time to time, upon such further resolutions, orders, vouchers, warrants, or other proceedings as are required under Applicable Law and the rules and procedures of the District for same. No action need be taken by or with respect to the contractors under the Work Contracts as, pursuant to the Installment Purchase Provisions

of the Debt Reform Act, the Treasurer acts as Nominee-Seller of the Project for all purposes, enabling the issuance of the Certificates. Funds on deposit in the Project Fund shall be invested by the appropriate officers of the District in any lawful manner. Within sixty (60) days after full depletion of the Project Fund, the appropriate officers of the District shall certify to the Board the fact of such depletion; and, upon approval of such certification by the Board, the Project Fund shall be closed.

C. Alternatively to the creation of the funds described above, the appropriate officers may allocate the Certificate Moneys or proceeds of the Certificates to one or more related funds or accounts of the District already in existence and in accordance with good accounting practice; *provided, however,* that this shall not relieve such officers of the duty to account and invest the Certificate Moneys and the proceeds of the Certificates, as herein provided, as if such funds had in fact been created.

Section 12. Call of the Refunded Certificates. In accordance with the redemption provisions of the ordinance authorizing the issuance of the Refunded Certificates, the District by the Board does hereby make provision for the payment of and does hereby call (subject only to the delivery of the Certificates) the Refunded Certificates on the date set forth in the Certificate Notification. The form and time of the giving of such notice regarding the redemption of such Refunded Certificates shall be as specified in the respective ordinance authorizing the issuance of the Prior Certificates.

Section 13. Non-Arbitrage and Tax-Exemption. The District hereby covenants that it will not take any action, omit to take any action or permit the taking or omission of any action within its control (including, without limitation, making or permitting any use of the proceeds of the Certificates) if taking, permitting or omitting to take such action would cause the Certificates to be an arbitrage bond or a private activity bond within the meaning of the Internal Revenue Code of 1986, as amended (the *"Code"*), or would otherwise cause the interest on the Certificate to be included in the gross income of the recipients thereof for federal income tax purposes. The District acknowledges that, in the event of an examination by the Internal Revenue Service (the *"IRS"*) of the Certificates, under present rules, the District may be treated as a "taxpayer" in such examination and agrees that it will respond in a commercially reasonable manner to any inquiries from the IRS in connection with such an examination.

The District also agrees and covenants with the purchasers and holders of the Certificates from time to time outstanding that, to the extent possible under Illinois law, it will comply with whatever federal tax law is adopted in the future which applies to the Certificates and affects the tax-exempt status of the Certificates.

The Board hereby authorizes the officials of the District responsible for issuing the Certificates, the same being the President, Clerk and Treasurer, to make such further covenants and certifications as may be necessary to assure that the use thereof will not cause the Certificates to be arbitrage bonds and to assure that the interest on the Certificates will be exempt from federal income taxation. In connection therewith, the District and the Board further agree: (a) through their officers, to make such further specific covenants, representations as shall be truthful, and assurances as may be necessary or advisable; (b) to consult with counsel approving the Certificates and to comply with such advice as may be given; (c) to pay to the United States, as necessary, such sums of money representing required rebates of excess arbitrage profits relating to the Certificates; (d) to file such forms, statements, and supporting documents as may be required and in a timely manner; and (e) if deemed necessary or advisable by their officers, to employ and pay fiscal agents, financial advisors, attorneys, and other persons to assist the District in such compliance.

Section 14. List of Certificateholders. The Certificate Registrar shall maintain a list of the names and addresses of the holders of all Certificates and upon any transfer shall add the name and address of the new Certificateholder and eliminate the name and address of the transferor Certificateholder.

Section 15. Duties of Certificate Registrar. If requested by the Certificate Registrar, the President and Clerk are authorized to execute the Certificate Registrar's standard form of agreement between the District and the Certificate Registrar with respect to the obligations and duties of the Certificate Registrar hereunder which may include the following:

(a) to act as certificate registrar, authenticating agent, paying agent and transfer agent as provided herein;

(b) to maintain a list of Certificateholders as set forth herein and to furnish such list to the District upon request, but otherwise to keep such list confidential;

(c) to give notice of redemption of the Certificates as provided herein;

(d) to cancel and/or destroy the Certificates when paid at maturity or upon earlier redemption or submitted for exchange or transfer;

(e) to furnish the District at least annually a certificate with respect to the Certificate when cancelled and/or destroyed; and

(f) to furnish the District at least annually an audit confirmation of Certificate payments.

Section 16. Record-Keeping Policy and Post-Issuance Compliance Matters. On April 15, 2024, the Board adopted a record-keeping policy (the *"Policy"*) in order to maintain sufficient records to demonstrate compliance with its covenants and expectations to ensure the appropriate federal tax status for the debt obligations of the District, the interest on which is excludable from "gross income" for federal income tax purposes or which enable the District or the holder to receive federal tax benefits, including, but not limited to, qualified tax credit bonds and other specified tax credit bonds. The Board and the District hereby reaffirm the Policy.

Section 17. *Severability.* If any section, paragraph, clause or provision of this Ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Ordinance.

Section 18. Repeal. All ordinances, resolutions or parts thereof in conflict herewith be and the same are hereby repealed, and this Ordinance shall be in full force and effect forthwith upon its adoption.

Adopted September 14, 2026.

President

Attest:

Clerk

Trustee ______________________ moved and Trustee ______________________ seconded the motion that said ordinance as presented and read by title by the Clerk be adopted.

After a full and complete discussion thereof, the President directed that the roll be called for a vote upon the motion to adopt the ordinance as read by title.

Upon the roll being called, the following Trustees voted AYE: ______________________

____ .

NAY: ____

Whereupon the President declared the motion carried and the ordinance adopted, and henceforth did approve and sign the same in open meeting and did direct the Clerk to record the same in full in the records of the Bloomington and Normal Water Reclamation District, McLean County, Illinois, which was done.

Other business not pertinent to the adoption of said ordinance was duly transacted at said meeting.

Upon motion duly made and seconded, the meeting was adjourned.

____

Clerk

STATE OF ILLINOIS)
) SS
COUNTY OF MCLEAN)

CERTIFICATION OF MINUTES AND ORDINANCE

I, the undersigned, do hereby certify that I am the duly qualified and acting Clerk of the Bloomington and Normal Water Reclamation District, McLean County, Illinois (the *"District"*), and as such official I am the keeper of the records and files of the Board of Trustees of the District (the *"Board"*).

I do further certify that the foregoing constitutes a full, true and complete transcript of the minutes of the meeting of the Board held on the 14th day of September, 2026, insofar as same relates to the adoption of Ordinance No. 2026-__ entitled:

> AN ORDINANCE of the Bloomington and Normal Water Reclamation District, McLean County, Illinois, authorizing and providing for an Installment Purchase Agreement for the purpose paying the cost of purchasing real or personal property, or both, in and for the District, and authorizing and providing for the issue of the District's Debt Certificates, Series 2026C, in an aggregate principal amount not to exceed $50,000,000, evidencing the rights to payment under the Agreement and existing installment purchase agreements of the District for the purpose of refunding certificates issued thereunder, prescribing the details of the Agreement and Certificates, providing for the security for and means of payment under the Agreement and such existing agreement of the Certificates.

a true, correct and complete copy of which said ordinance as adopted at said meeting appears in the foregoing transcript of the minutes of said meeting.

I do further certify that the deliberations of the Board on the adoption of said ordinance were conducted openly, that the vote on the adoption of said ordinance was taken openly, that said meeting was held at a specified time and place convenient to the public, that notice of said meeting was duly given to all of the news media requesting such notice, that an agenda for said meeting was posted at the location where said meeting was held and at the principal office of the Board at least 72 hours in advance of the holding of said meeting, that at least one copy of said agenda was continuously available for public review during the entire 72-hour period preceding said meeting, that said agenda contained a separate specific item concerning the proposed adoption of said ordinance, a true, correct and complete copy of the agenda as so posted being attached hereto as *Exhibit A*, that said meeting was called and held in strict compliance with the provisions the Open Meetings Act of the State of Illinois, as amended, and with the provisions of the Sanitary District Act of 1917, as amended, and that the Board has complied with all of the applicable provisions of said Acts and its procedural rules in the adoption of said ordinance.

IN WITNESS WHEREOF, I hereunto affix my official signature and seal of said District, this 14th day of September, 2026.

____
Clerk

(SEAL)

STATE OF ILLINOIS)
) SS
COUNTY OF MCLEAN)

CERTIFICATE OF FILING

We, the undersigned, do hereby certify that we are, respectively, the duly qualified and acting Clerk and Treasurer of the Bloomington and Normal Water Reclamation District, McLean County, Illinois (the *"District"*), respectively, and as such officers we do hereby certify that on the 14th day of September, 2026, there was filed with each of us, respectively, and placed on deposit in our respective records, a properly certified copy of Ordinance No. 2026-__ adopted by the Board of Trustees of the District on the 14th day of September, 2026, and entitled:

> AN ORDINANCE of the Bloomington and Normal Water Reclamation District, McLean County, Illinois, authorizing and providing for an Installment Purchase Agreement for the purpose paying the cost of purchasing real or personal property, or both, in and for the District, and authorizing and providing for the issue of the District's Debt Certificates, Series 2026C, in an aggregate principal amount not to exceed $50,000,000, evidencing the rights to payment under the Agreement and existing installment purchase agreements of the District for the purpose of refunding certificates issued thereunder, prescribing the details of the Agreement and Certificates, providing for the security for and means of payment under the Agreement and such existing agreement of the Certificates.

together with any Work Contracts identified by the adoption of said Ordinance and attached thereto as *Exhibit 1*, and that the same have all been deposited in, and all as appears from, the official files and records of our respective offices.

IN WITNESS WHEREOF, we hereunto affix our official signatures and the seal of the District, this 14th day of September, 2026.

____
Clerk

____
Treasurer

(SEAL)

CONSENT AGENDA

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BLOOMINGTON & NORMAL WATER RECLAMATION DISTRICT

CONSENT AGENDA A

BOARD MEETING DATE: September 14, 2026

SUBJECT: BNWRD Monthly Financials

PREPARED BY: Jessica Runge, Finance Manager

REVIEWED BY: Jake Callahan, Assistant Executive Director

STAFF RECOMMENDATION: Approve the Regular Bills & Financial Reports, Special Bills, Purchases Confirmations, and Authorizations

ATTACHMENT: August 2026 Financials

BACKGROUND:

A. Approval of Financial Reports:
1) Refer to the Financial Statements for each fund.

B. Approval of Regular & Special Bills:
1) Refer to Payment History Report
   a. Payroll – August 5, 2026 -- $142,534.75
   b. Payroll – August 19, 2026 -- $154,783.21

C. Investment Authorization & Confirmation
1) Short Term Capital Fund
   a) Certificate of Deposit
      (1) Goldman Sachs Bank USA
         (a) $44,000 – @ 5.45% with a maturity of April 11, 2024
      (2) Beal Bank USA Las Vegas Nev
         (a) $44,000 – @ 5.45% with a maturity of April 24, 2024
2) Equipment Replacement Fund
   a) Certificate of Deposit
      (1) Goldman Sachs Bank USA
         (a) $73,000 – @ 5.45% with a maturity of April 11, 2024
      (2) Beal Bank USA Las Vegas Nev
         (a) $74,000 – @ 5.45% with a maturity of April 24, 2024
3)Nutrient Fund
   a) Certificate of Deposit

(1) Goldman Sachs Bank USA
  (a) $78,000 – @ 5.45% with a maturity of April 11, 2024
(2) Beal Bank USA Las Vegas Nev
  (a) $79,000 – @ 5.45% with a maturity of April 24, 2024

STRATEGIC PLAN ALIGNMENT:

☐Goal I – Compliance & Reliability

☐Goal II – Workforce Excellence

☐Goal III – Public Trust

☒Goal IV – Financial Stability

☐Goal V – Capital Stewardship

Alignment Narrative:

Monthly financial reporting directly supports the "Maintain Long-Term Financial Stability" strategic pillar by providing the real-time data needed to safeguard rate structures, diversify revenue, and uphold elite external accreditations.

BUDGET IMPACT: There is no monetary budget impact however, monthly financial reporting minimizes structural budget deficits by shifting fiscal management from a reactive, annual review to proactive, continuous oversight.

August 2026

Financial Transactions

	Fund ID	Fund	Check #	Payment Amount	Payment Date	Vendor ID	Vendor Name	Bill #	GL Account	GL Account Description	Total transaction paid
10											
	10	West Plant	071112060003922	273.00	08/14/2026	V1197	Fish Window Cleaning	2879- 142200	420900	Plant Maintenance	273.00
	10	West Plant	071112060003923	7,598.73	08/14/2026	V1089	Evergreen FS Inc	10262036	430000	Utilities	1,767.53
	10	West Plant	071112060003923	7,598.73	08/14/2026	V1089	Evergreen FS Inc	10262142	430000	Utilities	2,146.44
	10	West Plant	071112060003924	195.00	08/14/2026	V1060	IL Assoc of Wastewater Agencies	6391	410600	Employee Benefits	65.00
	10	West Plant	071112060003924	195.00	08/14/2026	V1060	IL Assoc of Wastewater Agencies	6391	410600	Employee Benefits	65.00
	10	West Plant	071112060003924	195.00	08/14/2026	V1060	IL Assoc of Wastewater Agencies	6391	410600	Employee Benefits	65.00
	10	West Plant	071112060003925	695.00	08/14/2026	V1608	Poindexter Trucking, LLC	10101	420900	Plant Maintenance	695.00
	10	West Plant	071112060003926	7,372.36	08/14/2026	V1083	Motion Industries Inc	IL66-01114392	420900	Plant Maintenance	7,372.36
	10	West Plant	071112060003927	2,282.00	08/14/2026	V1387	IGS Energy	071426183665	430000	Utilities	2,186.20
	10	West Plant	071112060003928	1,343.08	08/14/2026	V1132	LAI Ltd Inc	26-64037	420900	Plant Maintenance	1,343.08
	10	West Plant	071112060003929	399.00	08/14/2026	V1017	ORKIN	304900029	420100	Service Contracts	399.00
	10	West Plant	071112060003930	3,914.56	08/14/2026	V1450	CDW Government LLC	AK2CV4S	420100	Service Contracts	372.84
	10	West Plant	071112060003930	3,914.56	08/14/2026	V1450	CDW Government LLC	AK18L6A	420100	Service Contracts	274.56
	10	West Plant	071112060003930	3,914.56	08/14/2026	V1450	CDW Government LLC	AK4125U	420100	Service Contracts	2,441.38
	10	West Plant	071112060003930	3,914.56	08/14/2026	V1450	CDW Government LLC	AK2Z38T	420100	Service Contracts	825.78
	10	West Plant	071112060003932	6,052.64	08/14/2026	V1007	Fisher Scientific Inc	0427296	450000	Equipment	5,849.69
	10	West Plant	071112060003932	6,052.64	08/14/2026	V1007	Fisher Scientific Inc	0143286	420600	Supplies	202.95
	10	West Plant	071112060003933	2,622.37	08/14/2026	V1178	ULine Inc	211116270	420600	Supplies	435.02
	10	West Plant	071112060003933	2,622.37	08/14/2026	V1178	ULine Inc	210850204	420600	Supplies	728.35
	10	West Plant	071112060003933	2,622.37	08/14/2026	V1178	ULine Inc	211068910	420600	Supplies	1,459.00
	10	West Plant	071112060003935	5,503.73	08/14/2026	V1011	Grainger W W Inc	9017663452	410800	Safety	306.79
	10	West Plant	071112060003935	5,503.73	08/14/2026	V1011	Grainger W W Inc	9013411088	420600	Supplies	289.44
	10	West Plant	071112060003935	5,503.73	08/14/2026	V1011	Grainger W W Inc	9023669089	420600	Supplies	188.35
	10	West Plant	071112060003935	5,503.73	08/14/2026	V1011	Grainger W W Inc	9033043127	410800	Safety	706.86

BNWRD
Payment History Report

Fund ID	Fund	Check #	Payment Amount	Payment Date	Vendor ID	Vendor Name	Bill #	GL Account	GL Account Description	Total transaction paid
10	West Plant	071112060003935	5,503.73	08/14/2026	V1011	Grainger W W Inc	9027731877	420600	Supplies	280.74
10	West Plant	071112060003935	5,503.73	08/14/2026	V1011	Grainger W W Inc	9034082926	420900	Plant Maintenance	20.04
10	West Plant	071112060003935	5,503.73	08/14/2026	V1011	Grainger W W Inc	9035990770	420900	Plant Maintenance	412.72
10	West Plant	071112060003935	5,503.73	08/14/2026	V1011	Grainger W W Inc	9037059137	410800	Safety	279.42
10	West Plant	071112060003936	109.60	08/14/2026	V1075	Menards Inc	14	420600	Supplies	37.26
10	West Plant	071112060003936	109.60	08/14/2026	V1075	Menards Inc	94	420600	Supplies	72.34
10	West Plant	071112060003937	6,152.70	08/14/2026	V1260	TEKlab Inc	350487	420100	Service Contracts	169.00
10	West Plant	071112060003937	6,152.70	08/14/2026	V1260	TEKlab Inc	350439	420100	Service Contracts	3,026.45
10	West Plant	071112060003937	6,152.70	08/14/2026	V1260	TEKlab Inc	350794	420100	Service Contracts	1,583.45
10	West Plant	071112060003937	6,152.70	08/14/2026	V1260	TEKlab Inc	350797	420100	Service Contracts	860.15
10	West Plant	071112060003937	6,152.70	08/14/2026	V1260	TEKlab Inc	351136	420100	Service Contracts	126.75
10	West Plant	071112060003937	6,152.70	08/14/2026	V1260	TEKlab Inc	350970	420100	Service Contracts	302.40
10	West Plant	071112060003937	6,152.70	08/14/2026	V1260	TEKlab Inc	350747	420100	Service Contracts	84.50
10	West Plant	071112060003938	507.47	08/14/2026	V1585	Blain Supply, Inc.	SOI000002320	420600	Supplies	17.20
10	West Plant	071112060003938	507.47	08/14/2026	V1585	Blain Supply, Inc.	SOI000002393	420900	Plant Maintenance	119.97
10	West Plant	071112060003938	507.47	08/14/2026	V1585	Blain Supply, Inc.	SOI000002394	420600	Supplies	95.62
10	West Plant	071112060003938	507.47	08/14/2026	V1585	Blain Supply, Inc.	SOI000002420	420600	Supplies	41.93
10	West Plant	071112060003938	507.47	08/14/2026	V1585	Blain Supply, Inc.	SOI000002421	420600	Supplies	23.97
10	West Plant	071112060003938	507.47	08/14/2026	V1585	Blain Supply, Inc.	SOI000002559	420900	Plant Maintenance	137.35
10	West Plant	071112060003938	507.47	08/14/2026	V1585	Blain Supply, Inc.	SOI000002514	420900	Plant Maintenance	26.49
10	West Plant	071112060003938	507.47	08/14/2026	V1585	Blain Supply, Inc.	SOI000002596	420600	Supplies	44.94
10	West Plant	071112060003939	235.04	08/14/2026	V1518	Pennell Forklift Service, Inc	24012521	420100	Service Contracts	235.04
10	West Plant	071112060003940	14,559.77	08/14/2026	V1147	Securitas Security Services USA Inc	12635985	420100	Service Contracts	7,279.89
10	West Plant	071112060003941	389.90	08/14/2026	V1025	Wilkens-Anderson Company Inc	S1217028.001	420600	Supplies	389.90
10	West Plant	071112060003942	1,001.42	08/14/2026	V1214	Automatic Data Processing Inc	727287619	420100	Service Contracts	533.17

BNWRD
Payment History Report

Fund ID	Fund	Check #	Payment Amount	Payment Date	Vendor ID	Vendor Name	Bill #	GL Account	GL Account Description	Total transaction paid
10	West Plant	071112060003942	1,001.42	08/14/2026	V1214	Automatic Data Processing Inc	728399229	420100	Service Contracts	468.25
10	West Plant	071112060003943	375.39	08/14/2026	V1026	YSI Inc A Xylem Brand	1217918	420600	Supplies	375.39
10	West Plant	071112060003944	77.54	08/14/2026	V1496	Cintas Corporation No 2	4276982023	410600	Employee Benefits	38.77
10	West Plant	071112060003944	77.54	08/14/2026	V1496	Cintas Corporation No 2	4277793507	410600	Employee Benefits	38.77
10	West Plant	071112060003945	1,632.31	08/14/2026	V1055	McMaster-Carr Supply Co Inc	69148356	420900	Plant Maintenance	829.73
10	West Plant	071112060003946	777.98	08/14/2026	V1049	Fastenal Company Inc	ILBLM520151	420600	Supplies	126.24
10	West Plant	071112060003947	950.28	08/14/2026	V1487	Johnson Controls US Holdings	54293036	420900	Plant Maintenance	950.28
10	West Plant	071112060003948	160.00	08/14/2026	V1306	Imaging Office Systems Inc	LAB031339	420100	Service Contracts	160.00
10	West Plant	071112060003949	20.94	08/14/2026	V1184	Graybar Electric Co Inc	9354114713	420900	Plant Maintenance	20.94
10	West Plant	071112060003950	2,880.00	08/14/2026	V1224	MSA Safety Inc	965789018	420900	Plant Maintenance	1,440.00
10	West Plant	071112060003951	340.16	08/14/2026	V1326	Staples, Inc	7010812221	420600	Supplies	236.94
10	West Plant	071112060003951	340.16	08/14/2026	V1326	Staples, Inc	7010812221	420600	Supplies	50.25
10	West Plant	071112060003951	340.16	08/14/2026	V1326	Staples, Inc	7010894122	420600	Supplies	52.97
10	West Plant	071112060003952	562.35	08/14/2026	V1174	Airgas Inc dba Airgas USA LLC	5526371069	420100	Service Contracts	562.35
10	West Plant	071112060003953	183.15	08/14/2026	V1040	Cole-Parmer Instrument Company Inc	4320976	420600	Supplies	65.46
10	West Plant	071112060003953	183.15	08/14/2026	V1040	Cole-Parmer Instrument Company Inc	4321894	420600	Supplies	117.69
10	West Plant	071112060003954	425.45	08/14/2026	V1379	D H Pace Company Inc	SVC/264-892436	420900	Plant Maintenance	425.45
10	West Plant	071112060003955	294.99	08/14/2026	V1092	Adrians Shoes & Repair	0111379	410600	Employee Benefits	294.99
10	West Plant	071112060003956	16,440.00	08/14/2026	V1562	Midstate Land Solutions LLC	1414	420100	Service Contracts	9,850.00
10	West Plant	071112060003956	16,440.00	08/14/2026	V1562	Midstate Land Solutions LLC	1411	420100	Service Contracts	6,590.00
10	West Plant	071112060003957	10,829.85	08/14/2026	V1432	Ampion PBC - Cameron	2026080003193793	430000	Utilities	10,829.85
10	West Plant	071112060003958	9,634.35	08/14/2026	V1470	Ampion PBC - Marine 2	2026080003204343	430000	Utilities	5,413.96
10	West Plant	071112060003959	19,779.62	08/14/2026	V1491	Ampion PBC - Highland 1	2026080003204345	430000	Utilities	19,779.62
10	West Plant	071112060003960	469.45	08/14/2026	V1124	Digital Copy Systems LLC	AR325362	420100	Service Contracts	108.54
10	West Plant	0711120600039	469.45	08/14/2026	V1124	Digital Copy Sys-	AR325064	420100	Service Con-	14

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		60				tems LLC			tracts	
10	West Plant	071112060003960	469.45	08/14/2026	V1124	Digital Copy Systems LLC	AR325122	420100	Service Contracts	106.00
10	West Plant	071112060003961	1,825.85	08/14/2026	V1030	HACH Company Inc	15110998	420600	Supplies	612.05
10	West Plant	071112060003961	1,825.85	08/14/2026	V1030	HACH Company Inc	15109955	420600	Supplies	223.80
10	West Plant	071112060003961	1,825.85	08/14/2026	V1030	HACH Company Inc	15109285	420100	Service Contracts	990.00
10	West Plant	071112060003962	906.74	08/14/2026	V1642	Left Lane Auto LLC, dba Don Owen Tire	507294	420900	Plant Maintenance	906.74
10	West Plant	071112060003963	332.72	08/14/2026	V1085	Altorfer Inc	PC020893590	420900	Plant Maintenance	182.52
10	West Plant	071112060003963	332.72	08/14/2026	V1085	Altorfer Inc	PC020893763	420900	Plant Maintenance	150.20
10	West Plant	071112060003964	900.00	08/14/2026	V1654	Penn Landscaping	99089	420100	Service Contracts	900.00
10	West Plant	071112060003965	36.00	08/14/2026	V1592	Ace-Hi Glass Company	ISG-0804-77030	420900	Plant Maintenance	36.00
10	West Plant	071112060003966	2,337.19	08/14/2026	V1084	Morgan Distributing Inc	INV-158041	420900	Plant Maintenance	2,337.19
10	West Plant	071112060003967	473.60	08/14/2026	V1172	Rush Truck Centers of IL Inc	3047223025	420900	Plant Maintenance	473.60
10	West Plant	071112060003968	399.98	08/14/2026	V1656	McNabb Motorsports	13615	420900	Plant Maintenance	399.98
10	West Plant	071112060003969	8.99	08/14/2026	V1043	NAPA Auto Parts	799082	420900	Plant Maintenance	8.99
10	West Plant	071112060003970	804.00	08/14/2026	V1673	VT Development	19459912	420100	Service Contracts	804.00
10	West Plant	071112060003971	1,503.63	08/14/2026	V1418	Microsoft Corporation	G176638563	420100	Service Contracts	1,503.63
10	West Plant	071112060003972	244.99	08/14/2026	V1053	Central Illinois Trucks Inc	101W77798	420900	Plant Maintenance	244.99
10	West Plant	071112060003973	4,522.00	08/20/2026	V1262	MAS Rigging Inc	26-125001	420100	Service Contracts	4,522.00
10	West Plant	071112060003976	288.03	08/20/2026	V1049	Fastenal Company Inc	ILBLM520285	410800	Safety	288.03
10	West Plant	071112060003977	1,741.62	08/20/2026	V1108	Ideal Environmental Engineering	67483	420100	Service Contracts	1,741.62
10	West Plant	071112060003978	4,664.09	08/20/2026	V1487	Johnson Controls US Holdings	54306124	420900	Plant Maintenance	4,664.09
10	West Plant	071112060003979	1,811.25	08/20/2026	V1168	Clark Baird Smith LLP	4257	420100	Service Contracts	1,811.25
10	West Plant	071112060003981	1,370.16	08/20/2026	V1089	Evergreen FS Inc	10262266	430000	Utilities	1,310.86
10	West Plant	071112060003981	1,370.16	08/20/2026	V1089	Evergreen FS Inc	135390176	430000	Utilities	59.30
10	West Plant	071112060003982	11,751.00	08/20/2026	V1006	Farnsworth Group Inc	271093	420100	Service Contracts	11,751.00

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10	West Plant	071112060003983	12,790.80	08/20/2026	V1453	Midwest Chemical & Equipment	8325	420800	Dewatering Chemicals	12,790.80
10	West Plant	071112060003984	2,008.10	08/20/2026	V1129	USA BlueBook	INV01124825	420600	Supplies	1,934.63
10	West Plant	071112060003984	2,008.10	08/20/2026	V1129	USA BlueBook	INV01125191	420600	Supplies	73.47
10	West Plant	071112060003985	14,649.64	08/20/2026	V1147	Securitas Security Services USA Inc	12655881	420100	Service Contracts	7,324.82
10	West Plant	071112060003986	800.00	08/20/2026	V1279	G3 Machining LLC	19725	420900	Plant Maintenance	800.00
10	West Plant	071112060003987	57.99	08/20/2026	V1075	Menards Inc	1546	420600	Supplies	57.99
10	West Plant	071112060003988	419.82	08/20/2026	V1281	JX Enterprises Inc	1947936S	420900	Plant Maintenance	209.91
10	West Plant	071112060003988	419.82	08/20/2026	V1281	JX Enterprises Inc	1948010S	420900	Plant Maintenance	209.91
10	West Plant	071112060003989	24.99	08/20/2026	V1585	Blain Supply, Inc.	SOI000002643	420900	Plant Maintenance	24.99
10	West Plant	071112060003991	78.75	08/20/2026	V1079	Capitol Group Inc	S2837961.001	420600	Supplies	78.75
10	West Plant	071112060003992	161.00	08/20/2026	V1120	Prairie Land Golf Cars	INV330160	420900	Plant Maintenance	161.00
10	West Plant	071112060003993	524.01	08/20/2026	V1011	Grainger W W Inc	9041206609	420600	Supplies	270.59
10	West Plant	071112060003993	524.01	08/20/2026	V1011	Grainger W W Inc	9040399645	420600	Supplies	249.12
10	West Plant	071112060003994	315.00	08/20/2026	V1026	YSI Inc A Xylem Brand	1220886	420600	Supplies	315.00
10	West Plant	071112060003995	50.00	08/20/2026	V1443	American Pest Control	957896	420100	Service Contracts	50.00
10	West Plant	071112060003996	1,343.75	08/20/2026	V1214	Automatic Data Processing Inc	728991055	420100	Service Contracts	1,343.75
10	West Plant	071112060003997	112.66	08/20/2026	V1326	Staples, Inc	7010971470	420600	Supplies	112.66
10	West Plant	071112060003998	1,553.15	08/20/2026	V1030	HACH Company Inc	15127342	420600	Supplies	231.20
10	West Plant	071112060003998	1,553.15	08/20/2026	V1030	HACH Company Inc	15127332	420600	Supplies	1,321.95
10	West Plant	071112060004000	5,842.50	08/20/2026	V1654	Penn Landscaping	99143	420100	Service Contracts	3,237.50
10	West Plant	071112060004000	5,842.50	08/20/2026	V1654	Penn Landscaping	99145	420100	Service Contracts	545.00
10	West Plant	071112060004000	5,842.50	08/20/2026	V1654	Penn Landscaping	99142	420100	Service Contracts	2,060.00
10	West Plant	071112060004001	4,144.30	08/20/2026	V1224	MSA Safety Inc	965825254	420900	Plant Maintenance	4,144.30
10	West Plant	102575	708.65	08/14/2026	V1363	Best One of Central IL	50 - 680970	420900	Plant Maintenance	352.40
10	West Plant	102575	708.65	08/14/2026	V1363	Best One of Central IL	50 - 680290	420900	Plant Maintenance	356.25
10	West Plant	102576	1,133.00	08/14/2026	V1240	Carle Physician	NoMRN15,	410600	Employee Bene-	245.00

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						Group	6BL-524-6FF		fits	
10	West Plant	102576	1,133.00	08/14/2026	V1240	Carle Physician Group	NoMRN15, 6BL-524-6FF	410600	Employee Benefits	108.00
10	West Plant	102576	1,133.00	08/14/2026	V1240	Carle Physician Group	NoMRN18, H6J-KV2-8G2	410600	Employee Benefits	424.00
10	West Plant	102576	1,133.00	08/14/2026	V1240	Carle Physician Group	NoMRN15, 6BL-524-6FF	410600	Employee Benefits	356.00
10	West Plant	102577	16,814.75	08/14/2026	V1001	City of Bloomington -BilledSrv	12827	420100	Service Contracts	334.00
10	West Plant	102578	432.85	08/14/2026	V1070	Crescent Electric Supply Co In	S514265790.001	420900	Plant Maintenance	42.08
10	West Plant	102578	432.85	08/14/2026	V1070	Crescent Electric Supply Co In	S514265827.001	420900	Plant Maintenance	288.54
10	West Plant	102578	432.85	08/14/2026	V1070	Crescent Electric Supply Co In	S514265844.001	420900	Plant Maintenance	102.23
10	West Plant	102579	437.20	08/14/2026	V1004	Culligan Water Conditioning Co	0092963	420100	Service Contracts	251.95
10	West Plant	102579	437.20	08/14/2026	V1004	Culligan Water Conditioning Co	0092992	420100	Service Contracts	44.75
10	West Plant	102579	437.20	08/14/2026	V1004	Culligan Water Conditioning Co	0093069	420100	Service Contracts	44.75
10	West Plant	102579	437.20	08/14/2026	V1004	Culligan Water Conditioning Co	0093113	420100	Service Contracts	51.75
10	West Plant	102579	437.20	08/14/2026	V1004	Culligan Water Conditioning Co	0093182	420100	Service Contracts	44.00
10	West Plant	102580	371.76	08/14/2026	V1160	Eagle Automotive-Bloomington	22IB3821	420900	Plant Maintenance	69.12
10	West Plant	102580	371.76	08/14/2026	V1160	Eagle Automotive-Bloomington	22IF7275	420900	Plant Maintenance	302.64
10	West Plant	102581	7,059.00	08/14/2026	V1225	Evergreen Cleaning Services	0809	420100	Service Contracts	5,294.25
10	West Plant	102582	677.45	08/14/2026	V1324	German-Bliss Equipment Inc	BLN-3008788	420900	Plant Maintenance	677.45
10	West Plant	102583	1,160.00	08/14/2026	V1196	Getz Fire Equipment Inc	I2-593737	420100	Service Contracts	1,160.00
10	West Plant	102584	845.50	08/14/2026	V1076	Hermes Service & Sales Inc	#9930292	420900	Plant Maintenance	655.50
10	West Plant	102584	845.50	08/14/2026	V1076	Hermes Service & Sales Inc	#9930214	420900	Plant Maintenance	190.00
10	West Plant	102585	3,645.00	08/14/2026	V1646	Illinois Central Lawn Care	9328	420100	Service Contracts	3,645.00
10	West Plant	102586	62.32	08/14/2026	V1273	Koenig Body & Equipment Inc	99382	420900	Plant Maintenance	62.32
10	West Plant	102587	14.00	08/14/2026	V1014	Martin Equip of IL Inc	991395	420100	Service Contracts	14.00
10	West Plant	102588	2,950.00	08/14/2026	V1095	McLean County Health Depart	June 2026	420100	Service Contracts	1,425.00
10	West Plant	102588	2,950.00	08/14/2026	V1095	McLean County Health Depart	May 2026	420100	Service Contracts	1,525.00
10	West Plant	102589	35.00	08/14/2026	V1077	Mutual Wheel Co Inc	BLO-INV-00413	420900	Plant Maintenance	35.00

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10	West Plant	102590	790.00	08/14/2026	V1015	Normal, Town of - Other Invoices	11526	420100	Service Contracts	790.00
10	West Plant	102591	152.24	08/14/2026	V1153	The Sherwin-Williams Co	20191174380826	420600	Supplies	152.24
10	West Plant	102593	350.00	08/14/2026	V1561	Zeschke Septic Inc	INV-1478	420900	Plant Maintenance	350.00
10	West Plant	EP2700162	2,229.90	08/07/2026	V1113	Verizon Wireless	6148454343	430000	Utilities	770.76
10	West Plant	EP2700162	2,229.90	08/07/2026	V1113	Verizon Wireless	6148454343	430000	Utilities	246.58
10	West Plant	EP2700162	2,229.90	08/07/2026	V1113	Verizon Wireless	6148454343	430000	Utilities	659.16
10	West Plant	EP2700162	2,229.90	08/07/2026	V1113	Verizon Wireless	6148454343	430000	Utilities	296.70
10	West Plant	EP2700162	2,229.90	08/07/2026	V1113	Verizon Wireless	6148454343	430000	Utilities	108.68
10	West Plant	EP2700162	2,229.90	08/07/2026	V1113	Verizon Wireless	6148454343	430000	Utilities	98.68
10	West Plant	EP2700162	2,229.90	08/07/2026	V1113	Verizon Wireless	6148454343	430000	Utilities	49.34
10	West Plant	EP2700163	325.90	08/07/2026	V1119	Ameren IP	01139-06097/Aug26	430000	Utilities	325.90
10	West Plant	EP2700164	18.40	08/07/2026	V1141	Town of Normal - Water Bills Only	60609-29846/July26	430000	Utilities	13.80
10	West Plant	EP2700164	18.40	08/07/2026	V1141	Town of Normal - Water Bills Only	60609-29882/July26	430000	Utilities	4.60
10	West Plant	EP2700165	6.00	08/07/2026	V1474	Alpine BH Web Services	HSA August 2026	420100	Service Contracts	6.00
10	West Plant	EP2700166	75,465.01	08/07/2026	V1473	Direct Energy Business LLC	261980059852833	430000	Utilities	75,465.01
10	West Plant	EP2700168	6,764.82	08/07/2026	V1241	Guardian	August 2026	410600	Employee Benefits	212.73
10	West Plant	EP2700168	6,764.82	08/07/2026	V1241	Guardian	August 2026	410600	Employee Benefits	51.65
10	West Plant	EP2700168	6,764.82	08/07/2026	V1241	Guardian	August 2026	410600	Employee Benefits	51.65
10	West Plant	EP2700168	6,764.82	08/07/2026	V1241	Guardian	August 2026	410600	Employee Benefits	534.86
10	West Plant	EP2700168	6,764.82	08/07/2026	V1241	Guardian	August 2026	410600	Employee Benefits	98.52
10	West Plant	EP2700168	6,764.82	08/07/2026	V1241	Guardian	August 2026	410600	Employee Benefits	238.37
10	West Plant	EP2700168	6,764.82	08/07/2026	V1241	Guardian	August 2026	410600	Employee Benefits	331.94
10	West Plant	EP2700168	6,764.82	08/07/2026	V1241	Guardian	August 2026	410600	Employee Benefits	251.83
10	West Plant	EP2700168	6,764.82	08/07/2026	V1241	Guardian	August 2026	410600	Employee Benefits	3.81
10	West Plant	EP2700168	6,764.82	08/07/2026	V1241	Guardian	August 2026	410600	Employee Benefits	267.09
10	West Plant	EP2700168	6,764.82	08/07/2026	V1241	Guardian	August 2026	410600	Employee Benefits	99.75
10	West Plant	EP2700168	6,764.82	08/07/2026	V1241	Guardian	August 2026	410600	Employee Benefits	212.06
10	West Plant	EP2700168	6,764.82	08/07/2026	V1241	Guardian	August 2026	410600	Employee Benefits	59.82
10	West Plant	EP2700168	6,764.82	08/07/2026	V1241	Guardian	August 2026	410600	Employee Benefits	273.41

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10	West Plant	EP2700168	6,764.82	08/07/2026	V1241	Guardian	August 2026	410600	Employee Benefits	19.37
10	West Plant	EP2700168	6,764.82	08/07/2026	V1241	Guardian	August 2026	410600	Employee Benefits	19.37
10	West Plant	EP2700168	6,764.82	08/07/2026	V1241	Guardian	August 2026	410600	Employee Benefits	95.49
10	West Plant	EP2700168	6,764.82	08/07/2026	V1241	Guardian	August 2026	410600	Employee Benefits	26.13
10	West Plant	EP2700168	6,764.82	08/07/2026	V1241	Guardian	August 2026	410600	Employee Benefits	38.88
10	West Plant	EP2700168	6,764.82	08/07/2026	V1241	Guardian	August 2026	410600	Employee Benefits	29.94
10	West Plant	EP2700168	6,764.82	08/07/2026	V1241	Guardian	August 2026	410600	Employee Benefits	3.81
10	West Plant	EP2700168	6,764.82	08/07/2026	V1241	Guardian	August 2026	410600	Employee Benefits	67.93
10	West Plant	EP2700168	6,764.82	08/07/2026	V1241	Guardian	August 2026	410600	Employee Benefits	3.81
10	West Plant	EP2700168	6,764.82	08/07/2026	V1241	Guardian	August 2026	410600	Employee Benefits	3.81
10	West Plant	EP2700169	3,070.18	08/07/2026	V1595	Nexamp, Inc	INV03184850	430000	Utilities	652.61
10	West Plant	EP2700169	3,070.18	08/07/2026	V1595	Nexamp, Inc	INV03184852	430000	Utilities	443.27
10	West Plant	EP2700169	3,070.18	08/07/2026	V1595	Nexamp, Inc	INV03184844	430000	Utilities	578.39
10	West Plant	EP2700169	3,070.18	08/07/2026	V1595	Nexamp, Inc	INV03184847	430000	Utilities	79.23
10	West Plant	EP2700169	3,070.18	08/07/2026	V1595	Nexamp, Inc	INV03184851	430000	Utilities	92.50
10	West Plant	EP2700169	3,070.18	08/07/2026	V1595	Nexamp, Inc	INV03184849	430000	Utilities	78.34
10	West Plant	EP2700169	3,070.18	08/07/2026	V1595	Nexamp, Inc	INV03184845	430000	Utilities	233.29
10	West Plant	EP2700169	3,070.18	08/07/2026	V1595	Nexamp, Inc	INV03184843	430000	Utilities	308.65
10	West Plant	EP2700169	3,070.18	08/07/2026	V1595	Nexamp, Inc	INV03184842	430000	Utilities	603.90
10	West Plant	EP2700170	140.00	08/07/2026	V1380	Bernard Health LLC	August 2026	420100	Service Contracts	140.00
10	West Plant	EP2700171	77.00	08/07/2026	V1474	Alpine BH Web Services	August 2026	420100	Service Contracts	77.00
10	West Plant	EP2700173	87.06	08/07/2026	V1052	FedEx Inc	9-388-50518	420600	Supplies	87.06
10	West Plant	EP2700175	595.26	08/07/2026	V1119	Ameren IP	1020155028/Aug 26	430000	Utilities	80.81
10	West Plant	EP2700175	595.26	08/07/2026	V1119	Ameren IP	9391872009/July 26	430000	Utilities	294.23
10	West Plant	EP2700176	20.02	08/07/2026	V1473	Direct Energy Business LLC	262030059878734	430000	Utilities	20.02
10	West Plant	EP2700177	7.41	08/07/2026	V1101	City of Bloomington- Water	2025720	430000	Utilities	7.41
10	West Plant	EP2700183	102.75	08/14/2026	V1052	FedEx Inc	9-397-78689	420600	Supplies	102.75
10	West Plant	EP2700184	4,869.36	08/14/2026	V1101	City of Bloomington- Water	2027719	430000	Utilities	101.47
10	West Plant	EP2700184	4,869.36	08/14/2026	V1101	City of Bloomington- Water	2029289	430000	Utilities	4,605.35
10	West Plant	EP2700184	4,869.36	08/14/2026	V1101	City of Bloomington- Water	2030364	430000	Utilities	12.35

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10	West Plant	EP2700184	4,869.36	08/14/2026	V1101	City of Bloomington- Water	2029154	430000	Utilities	130.95
10	West Plant	EP2700184	4,869.36	08/14/2026	V1101	City of Bloomington- Water	2029049	430000	Utilities	19.24
10	West Plant	EP2700185	480.24	08/14/2026	V1616	Nextiva, Inc.	40006580695	430000	Utilities	480.24
10	West Plant	EP2700187	414.17	08/14/2026	V1119	Ameren IP	1031251028/Aug26	430000	Utilities	414.17
10	West Plant	EP2700189	24,482.12	08/21/2026	V1056	IMRF	5920067-C1W6	410600	Employee Benefits	263.88
10	West Plant	EP2700189	24,482.12	08/21/2026	V1056	IMRF	5920067-C1W6	410600	Employee Benefits	167.36
10	West Plant	EP2700189	24,482.12	08/21/2026	V1056	IMRF	5920067-C1W6	410600	Employee Benefits	159.22
10	West Plant	EP2700189	24,482.12	08/21/2026	V1056	IMRF	5920067-C1W6	410600	Employee Benefits	1,620.93
10	West Plant	EP2700189	24,482.12	08/21/2026	V1056	IMRF	5920067-C1W6	410600	Employee Benefits	456.69
10	West Plant	EP2700189	24,482.12	08/21/2026	V1056	IMRF	5920067-C1W6	410600	Employee Benefits	706.85
10	West Plant	EP2700189	24,482.12	08/21/2026	V1056	IMRF	5920067-C1W6	410600	Employee Benefits	932.70
10	West Plant	EP2700189	24,482.12	08/21/2026	V1056	IMRF	5920067-C1W6	410600	Employee Benefits	1,185.34
10	West Plant	EP2700190	649.64	08/21/2026	V1384	TMobile	July 2026	430000	Utilities	608.64
10	West Plant	EP2700190	649.64	08/21/2026	V1384	TMobile	July 2026	430000	Utilities	41.00
10	West Plant	EP2700191	97.74	08/21/2026	V1052	FedEx Inc	9-407-99949	420600	Supplies	97.74
10	West Plant	EP2700193	377.68	08/21/2026	V1473	Direct Energy Business LLC	262150059945677	430000	Utilities	377.68
10	West Plant	EP2700194	394.74	08/21/2026	V1074	AT&T Company Inc	287316104146X08032026	430000	Utilities	394.74
10	West Plant	EP2700195	1,945.52	08/21/2026	V1258	Nicor	39-17-66-16413/Aug26	430000	Utilities	88.31
10	West Plant	EP2700195	1,945.52	08/21/2026	V1258	Nicor	59-85-39-10004/July26	430000	Utilities	1,157.42
10	West Plant	EP2700196	779.44	08/21/2026	V1473	Direct Energy Business LLC	262160059954462	430000	Utilities	779.44
10	West Plant	EP2700197	786.13	08/21/2026	V1119	Ameren IP	2243381290/Aug26	430000	Utilities	786.13
10	West Plant	EP2700198	5,176.39	08/21/2026	V1335	Fuelman	NP70988132	430000	Utilities	2,988.19
10	West Plant	EP2700198	5,176.39	08/21/2026	V1335	Fuelman	NP70942106	430000	Utilities	2,188.20
10	West Plant	EP2700199	6,866.33	08/21/2026	V1355	Stratus Networks, Inc	259737	430000	Utilities	3,193.71
10	West Plant	EP2700202	2,920.54	08/21/2026	V1177	Republic Services Inc #368	0368-001196057	420100	Service Contracts	2,620.93
10	West Plant	EP2700203	34.21	08/28/2026	V1413	UPS, Inc.	0000R3C572336	420600	Supplies	34.21
10	West Plant	EP2700204	90.63	08/28/2026	V1052	FedEx Inc	9-416-00151	420600	Supplies	90.63
10	West Plant	EP2700209	100.00	08/31/2026	V1239	Wageworks Inc	0726 - TR95862	420100	Service Contracts	100.00
10	West Plant	EP2700210	114.90	08/31/2026	V1052	FedEx Inc	9-421-53627	420600	Supplies	114.90
10	West Plant	EP2700211	324.09	08/31/2026	V1119	Ameren IP	01139-06097/Se	430000	Utilities	324.09

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Fund ID	Fund	Check #	Payment Amount	Payment Date	Vendor ID	Vendor Name	Bill #	GL Account	GL Account Description	Total transaction paid
10	West Plant	EP2700212	6,764.82	08/31/2026	V1241	Guardian	pt26 September 2026	410600	Employee Benefits	99.75
10	West Plant	EP2700212	6,764.82	08/31/2026	V1241	Guardian	September 2026	410600	Employee Benefits	51.65
10	West Plant	EP2700212	6,764.82	08/31/2026	V1241	Guardian	September 2026	410600	Employee Benefits	212.73
10	West Plant	EP2700212	6,764.82	08/31/2026	V1241	Guardian	September 2026	410600	Employee Benefits	212.06
10	West Plant	EP2700212	6,764.82	08/31/2026	V1241	Guardian	September 2026	410600	Employee Benefits	59.82
10	West Plant	EP2700212	6,764.82	08/31/2026	V1241	Guardian	September 2026	410600	Employee Benefits	273.41
10	West Plant	EP2700212	6,764.82	08/31/2026	V1241	Guardian	September 2026	410600	Employee Benefits	19.37
10	West Plant	EP2700212	6,764.82	08/31/2026	V1241	Guardian	September 2026	410600	Employee Benefits	19.37
10	West Plant	EP2700212	6,764.82	08/31/2026	V1241	Guardian	September 2026	410600	Employee Benefits	95.49
10	West Plant	EP2700212	6,764.82	08/31/2026	V1241	Guardian	September 2026	410600	Employee Benefits	26.13
10	West Plant	EP2700212	6,764.82	08/31/2026	V1241	Guardian	September 2026	410600	Employee Benefits	38.88
10	West Plant	EP2700212	6,764.82	08/31/2026	V1241	Guardian	September 2026	410600	Employee Benefits	29.94
10	West Plant	EP2700212	6,764.82	08/31/2026	V1241	Guardian	September 2026	410600	Employee Benefits	3.81
10	West Plant	EP2700212	6,764.82	08/31/2026	V1241	Guardian	September 2026	410600	Employee Benefits	67.93
10	West Plant	EP2700212	6,764.82	08/31/2026	V1241	Guardian	September 2026	410600	Employee Benefits	3.81
10	West Plant	EP2700212	6,764.82	08/31/2026	V1241	Guardian	September 2026	410600	Employee Benefits	3.81
10	West Plant	EP2700212	6,764.82	08/31/2026	V1241	Guardian	September 2026	410600	Employee Benefits	3.81
10	West Plant	EP2700212	6,764.82	08/31/2026	V1241	Guardian	September 2026	410600	Employee Benefits	251.83
10	West Plant	EP2700212	6,764.82	08/31/2026	V1241	Guardian	September 2026	410600	Employee Benefits	331.94
10	West Plant	EP2700212	6,764.82	08/31/2026	V1241	Guardian	September 2026	410600	Employee Benefits	238.37
10	West Plant	EP2700212	6,764.82	08/31/2026	V1241	Guardian	September 2026	410600	Employee Benefits	51.65
10	West Plant	EP2700212	6,764.82	08/31/2026	V1241	Guardian	September 2026	410600	Employee Benefits	534.86
10	West Plant	EP2700212	6,764.82	08/31/2026	V1241	Guardian	September 2026	410600	Employee Benefits	98.52
10	West Plant	EP2700212	6,764.82	08/31/2026	V1241	Guardian	September 2026	410600	Employee Benefits	267.09
10	West Plant	EP2700213	78,611.81	08/31/2026	V1081	Blue Cross/Blue Shield of IL	September 2026	410600	Employee Benefits	11,183.09
10	West Plant	EP2700213	78,611.81	08/31/2026	V1081	Blue Cross/Blue	September 2026	410600	Employee Bene-	13,053.2

	Fund ID	Fund	Check #	Payment Amount	Payment Date	Vendor ID	Vendor Name	Bill #	GL Account	GL Account Description	Total transaction paid
							Shield of IL			fits	
	10	West Plant	EP2700213	78,611.81	08/31/2026	V1081	Blue Cross/Blue Shield of IL	September 2026	410600	Employee Benefits	11,327.11
	10	West Plant	EP2700213	78,611.81	08/31/2026	V1081	Blue Cross/Blue Shield of IL	September 2026	410600	Employee Benefits	2,815.29
	10	West Plant	EP2700213	78,611.81	08/31/2026	V1081	Blue Cross/Blue Shield of IL	September 2026	410600	Employee Benefits	22,721.86
	10	West Plant	EP2700213	78,611.81	08/31/2026	V1081	Blue Cross/Blue Shield of IL	September 2026	410600	Employee Benefits	676.43
	10	West Plant	EP2700213	78,611.81	08/31/2026	V1081	Blue Cross/Blue Shield of IL	September 2026	410600	Employee Benefits	685.34
	10	West Plant	EP2700213	78,611.81	08/31/2026	V1081	Blue Cross/Blue Shield of IL	September 2026	410600	Employee Benefits	1,189.60
	10	West Plant	EP2700213	78,611.81	08/31/2026	V1081	Blue Cross/Blue Shield of IL	September 2026	410600	Employee Benefits	25.64
	10	West Plant	EP2700213	78,611.81	08/31/2026	V1081	Blue Cross/Blue Shield of IL	September 2026	410600	Employee Benefits	3.88
Sum for 10				**1,888,424.14**							
1001	1001	District Operating	071112060003974	208,333.33	08/20/2026	V1293	Short Term Capital	July 2026	460200	Transfer To Short Term Capital Fund	208,333.33
	1001	District Operating	071112060003975	166,666.66	08/20/2026	V1292	Nutrient Fund	July 2026	460300	Transfer To Nutrient Fund	166,666.66
	1001	District Operating	071112060003980	58,416.66	08/20/2026	V1291	Equipment Replacement Fund	July 2026	460100	Transfer To Equipment Replacement Fund	58,416.66
	1001	District Operating	102577	16,814.75	08/14/2026	V1001	City of Bloomington -BilledSrv	12855	430200	Billing Fees	16,480.75
	1001	District Operating	102592	2,500.00	08/14/2026	V1155	Village of Downs	INVC-12448	430200	Billing Fees	1,250.00
	1001	District Operating	102592	2,500.00	08/14/2026	V1155	Village of Downs	INVC-15234	430200	Billing Fees	1,250.00
	1001	District Operating	Charge payoffs - 32307	5,450.69	08/10/2026	V1672	Ramp Business Corporation	Charge payoffs - 32307	230200	P-Card Suspense	206.00
	1001	District Operating	EP2700167	16,362.30	08/07/2026	V1106	Commrc-P\C	July 2026	230100	Suspended Account	16,362.30
	1001	District Operating	EP2700168	6,764.82	08/07/2026	V1241	Guardian	August 2026	210000	Payroll Liabilities	194.96
	1001	District Operating	EP2700168	6,764.82	08/07/2026	V1241	Guardian	August 2026	210000	Payroll Liabilities	1,294.41
	1001	District Operating	EP2700168	6,764.82	08/07/2026	V1241	Guardian	August 2026	210000	Payroll Liabilities	1,468.20
	1001	District Operating	EP2700168	6,764.82	08/07/2026	V1241	Guardian	August 2026	210000	Payroll Liabilities	436.38
	1001	District Operating	EP2700168	6,764.82	08/07/2026	V1241	Guardian	August 2026	210000	Payroll Liabilities	66.98
	1001	District Operating	EP2700174	2,408.47	08/07/2026	V1198	ICMA-RC VantagePntTrnsAgnt-457	6357853	210000	Payroll Liabilities	2,408.47
	1001	District Operating	EP2700178	5,450.69	08/14/2026	V1672	Ramp Business Corporation	Charge payoffs - 32307	230200	P-Card Suspense	13.03

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Fund ID	Fund	Check #	Payment Amount	Payment Date	Vendor ID	Vendor Name	Bill #	GL Account	GL Account Description	Total transaction paid
1001	District rat-Opeing	EP2700178	5,450.69	08/14/2026	V1672	Ramp Business Corporation	Charge payoffs - 32307	230200	P-Card Suspense	206.00
1001	District Operating	EP2700178	5,450.69	08/14/2026	V1672	Ramp Business Corporation	Charge payoffs - 32307	230200	P-Card Suspense	81.11
1001	District Operating	EP2700178	5,450.69	08/14/2026	V1672	Ramp Business Corporation	Charge payoffs - 32307	230200	P-Card Suspense	28.96
1001	District Operating	EP2700178	5,450.69	08/14/2026	V1672	Ramp Business Corporation	Charge payoffs - 32307	230200	P-Card Suspense	1.00
1001	District Operating	EP2700178	5,450.69	08/14/2026	V1672	Ramp Business Corporation	Charge payoffs - 32307	230200	P-Card Suspense	199.00
1001	District Operating	EP2700178	5,450.69	08/14/2026	V1672	Ramp Business Corporation	Charge payoffs - 32307	230200	P-Card Suspense	45.22
1001	District Operating	EP2700178	5,450.69	08/14/2026	V1672	Ramp Business Corporation	Charge payoffs - 32307	230200	P-Card Suspense	35.94
1001	District Operating	EP2700178	5,450.69	08/14/2026	V1672	Ramp Business Corporation	Charge payoffs - 32307	230200	P-Card Suspense	341.96
1001	District Operating	EP2700178	5,450.69	08/14/2026	V1672	Ramp Business Corporation	Charge payoffs - 32307	230200	P-Card Suspense	84.98
1001	District Operating	EP2700178	5,450.69	08/14/2026	V1672	Ramp Business Corporation	Charge payoffs - 32307	230200	P-Card Suspense	81.98
1001	District Operating	EP2700178	5,450.69	08/14/2026	V1672	Ramp Business Corporation	Charge payoffs - 32307	230200	P-Card Suspense	104.91
1001	District Operating	EP2700178	5,450.69	08/14/2026	V1672	Ramp Business Corporation	Charge payoffs - 32307	230200	P-Card Suspense	300.76
1001	District Operating	EP2700178	5,450.69	08/14/2026	V1672	Ramp Business Corporation	Charge payoffs - 32307	230200	P-Card Suspense	39.92
1001	District Operating	EP2700178	5,450.69	08/14/2026	V1672	Ramp Business Corporation	Charge payoffs - 32307	230200	P-Card Suspense	179.28
1001	District Operating	EP2700178	5,450.69	08/14/2026	V1672	Ramp Business Corporation	Charge payoffs - 32307	230200	P-Card Suspense	385.00
1001	District Operating	EP2700178	5,450.69	08/14/2026	V1672	Ramp Business Corporation	Charge payoffs - 32307	230200	P-Card Suspense	216.25
1001	District Operating	EP2700178	5,450.69	08/14/2026	V1672	Ramp Business Corporation	Charge payoffs - 32307	230200	P-Card Suspense	6.37
1001	District Operating	EP2700178	5,450.69	08/14/2026	V1672	Ramp Business Corporation	Charge payoffs - 32307	230200	P-Card Suspense	317.09
1001	District Operating	EP2700178	5,450.69	08/14/2026	V1672	Ramp Business Corporation	Charge payoffs - 32307	230200	P-Card Suspense	0.99
1001	District Operating	EP2700178	5,450.69	08/14/2026	V1672	Ramp Business Corporation	Charge payoffs - 32307	230200	P-Card Suspense	23.46
1001	District rat-Opeing	EP2700178	5,450.69	08/14/2026	V1672	Ramp Business Corporation	Charge payoffs - 32307	230200	P-Card Suspense	0.99
1001	District Operating	EP2700178	5,450.69	08/14/2026	V1672	Ramp Business Corporation	Charge payoffs - 32307	230200	P-Card Suspense	19.03
1001	District Operating	EP2700178	5,450.69	08/14/2026	V1672	Ramp Business Corporation	Charge payoffs - 32307	230200	P-Card Suspense	0.99
1001	District Operating	EP2700178	5,450.69	08/14/2026	V1672	Ramp Business Corporation	Charge payoffs - 32307	230200	P-Card Suspense	59.98
1001	District Operating	EP2700178	5,450.69	08/14/2026	V1672	Ramp Business Corporation	Charge payoffs - 32307	230200	P-Card Suspense	140.73
1001	District Operating	EP2700178	5,450.69	08/14/2026	V1672	Ramp Business Corporation	Charge payoffs - 32307	230200	P-Card Suspense	178.82

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Fund ID	Fund	Check #	Payment Amount	Payment Date	Vendor ID	Vendor Name	Bill #	GL Account	GL Account Description	Total transaction paid
1001	District Operating	EP2700178	5,450.69	08/14/2026	V1672	Ramp Business Corporation	Charge payoffs - 32307	230200	P-Card Suspense	261.56
1001	District Operating	EP2700178	5,450.69	08/14/2026	V1672	Ramp Business Corporation	Charge payoffs - 32307	230200	P-Card Suspense	85.98
1001	District Operating	EP2700178	5,450.69	08/14/2026	V1672	Ramp Business Corporation	Charge payoffs - 32307	230200	P-Card Suspense	224.24
1001	District Operating	EP2700178	5,450.69	08/14/2026	V1672	Ramp Business Corporation	Charge payoffs - 32307	230200	P-Card Suspense	109.99
1001	District Operating	EP2700178	5,450.69	08/14/2026	V1672	Ramp Business Corporation	Charge payoffs - 32307	230200	P-Card Suspense	192.90
1001	District Operating	EP2700178	5,450.69	08/14/2026	V1672	Ramp Business Corporation	Charge payoffs - 32307	230200	P-Card Suspense	197.77
1001	District Operating	EP2700178	5,450.69	08/14/2026	V1672	Ramp Business Corporation	Charge payoffs - 32307	230200	P-Card Suspense	77.70
1001	District Operating	EP2700178	5,450.69	08/14/2026	V1672	Ramp Business Corporation	Charge payoffs - 32307	230200	P-Card Suspense	319.98
1001	District Operating	EP2700178	5,450.69	08/14/2026	V1672	Ramp Business Corporation	Charge payoffs - 32307	230200	P-Card Suspense	0.99
1001	District Operating	EP2700178	5,450.69	08/14/2026	V1672	Ramp Business Corporation	Charge payoffs - 32307	230200	P-Card Suspense	92.64
1001	District Operating	EP2700178	5,450.69	08/14/2026	V1672	Ramp Business Corporation	Charge payoffs - 32307	230200	P-Card Suspense	76.71
1001	District Operating	EP2700178	5,450.69	08/14/2026	V1672	Ramp Business Corporation	Charge payoffs - 32307	230200	P-Card Suspense	801.46
1001	District Operating	EP2700180	3.48	08/14/2026	V1474	Alpine BH Web Services	08-09-2026	210000	Payroll Liabilities	3.48
1001	District Operating	EP2700181	2,547.80	08/14/2026	V1345	American Express	July 2026	230100	Suspended Account	2,547.80
1001	District Operating	EP2700185	79.69	08/14/2026	V1101	City of Bloomington- Water	2029177	430000	Utilities	79.69
1001	District Operating	EP2700189	24,482.12	08/21/2026	V1056	IMRF	5920067-C1W6	210000	Payroll Liabilities	13,595.67
1001	District Operating	EP2700189	24,482.12	08/21/2026	V1056	IMRF	5920067-C1W6	210000	Payroll Liabilities	5,085.65
1001	District Operating	EP2700192	129.70	08/21/2026	V1560	AFLAC	677110	210000	Payroll Liabilities	129.70
1001	District Operating	EP2700200	22.13	08/21/2026	V1474	Alpine BH Web Services	8-20-2026	210000	Payroll Liabilities	22.13
1001	District Operating	EP2700205	29.00	08/28/2026	V1474	Alpine BH Web Services	08-26-2026	210000	Payroll Liabilities	29.00
1001	District Operating	EP2700206	2,408.47	08/28/2026	V1198	ICMA-RC VantagePntTrnsAgnt-457	6949163	210000	Payroll Liabilities	2,408.47
1001	District Operating	EP2700207	62.00	08/28/2026	V1474	Alpine BH Web Services	08-15-2026	210000	Payroll Liabilities	62.00
1001	District Operating	EP2700208	50.00	08/31/2026	V1474	Alpine BH Web Services	08-28-2026	210000	Payroll Liabilities	50.00
1001	District Operating	EP2700212	6,764.82	08/31/2026	V1241	Guardian	September 2026	210000	Payroll Liabilities	66.98
1001	District Operating	EP2700212	6,764.82	08/31/2026	V1241	Guardian	September 2026	210000	Payroll Liabilities	436.38
1001	District Operat-	EP2700212	6,764.82	08/31/2026	V1241	Guardian	September 2026	210000	Payroll Liabilities	1,468.

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	Fund ID	Fund	Check #	Payment Amount	Payment Date	Vendor ID	Vendor Name	Bill #	GL Account	GL Account Description	Total transaction paid
		ing									
	1001	District Operating	EP2700212	6,764.82	08/31/2026	V1241	Guardian	September 2026	210000	Payroll Liabilities	194.96
	1001	District Operating	EP2700212	6,764.82	08/31/2026	V1241	Guardian	September 2026	210000	Payroll Liabilities	1,294.41
	1001	District Operating	EP2700213	78,611.81	08/31/2026	V1081	Blue Cross/Blue Shield of IL	September 2026	210000	Payroll Liabilities	1,827.60
	1001	District Operating	EP2700213	78,611.81	08/31/2026	V1081	Blue Cross/Blue Shield of IL	September 2026	210000	Payroll Liabilities	7,378.23
	1001	District Operating	EP2700214	546,398.00	08/31/2026	V1229	Travelers Indemnity Company Inc	2026-2027	430300	Insurance	19,988.00
	1001	District Operating	EP2700214	546,398.00	08/31/2026	V1229	Travelers Indemnity Company Inc	2026-2027	430300	Insurance	33,262.00
	1001	District Operating	EP2700214	546,398.00	08/31/2026	V1229	Travelers Indemnity Company Inc	2026-2027	430300	Insurance	493,148.00
Sum for 1001				**2,610,392.10**							
20											
	10	West Plant	9019953679 9977344432	(186.78)	08/04/2026	V1011	Grainger W W Inc	9041206609	420600	Supplies	270.59
	20	Southeast Plant	071112060003923	7,598.73	08/14/2026	V1089	Evergreen FS Inc	10262129	430000	Utilities	3,684.76
	20	Southeast Plant	071112060003927	2,282.00	08/14/2026	V1387	IGS Energy	071426183665	430000	Utilities	95.80
	20	Southeast Plant	071112060003931	9,830.00	08/14/2026	V1137	William Masters Inc	15752	420900	Plant Maintenance	9,830.00
	20	Southeast Plant	071112060003934	324.88	08/14/2026	V1222	GFL Environmental Services USA Inc	LQ03593621	420100	Service Contracts	324.88
	20	Southeast Plant	071112060003935	5,503.73	08/14/2026	V1011	Grainger W W Inc	9021096913	420900	Plant Maintenance	91.36
	20	Southeast Plant	071112060003935	5,503.73	08/14/2026	V1011	Grainger W W Inc	9021305793	420600	Supplies	2,879.92
	20	Southeast Plant	071112060003935	5,503.73	08/14/2026	V1011	Grainger W W Inc	9029224822	420600	Supplies	48.09
	20	Southeast Plant	071112060003940	14,559.77	08/14/2026	V1147	Securitas Security Services USA Inc	12635985	420100	Service Contracts	7,279.88
	20	Southeast Plant	071112060003945	1,632.31	08/14/2026	V1055	McMaster-Carr Supply Co Inc	69427894	420600	Supplies	85.88
	20	Southeast Plant	071112060003945	1,632.31	08/14/2026	V1055	McMaster-Carr Supply Co Inc	69051360	420600	Supplies	716.70
	20	Southeast Plant	071112060003946	777.98	08/14/2026	V1049	Fastenal Company Inc	ILBLM520466	420600	Supplies	651.74
	20	Southeast Plant	071112060003950	2,880.00	08/14/2026	V1224	MSA Safety Inc	965789018	420900	Plant Maintenance	1,440.00
	20	Southeast Plant	071112060003958	9,634.35	08/14/2026	V1470	Ampion PBC - Marine 2	2026080003204343	430000	Utilities	4,220.39
	20	Southeast Plant	071112060003960	469.45	08/14/2026	V1124	Digital Copy Systems LLC	AR325122	420100	Service Contracts	106.00

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Fund ID	Fund	Check #	Payment Amount	Payment Date	Vendor ID	Vendor Name	Bill #	GL Account	GL Account Description	Total transaction paid
20	Southeast Plant	071112060003985	14,649.64	08/20/2026	V1147	Securitas Security Services USA Inc	12655881	420100	Service Contracts	7,324.82
20	Southeast Plant	071112060003990	2,997.18	08/20/2026	V1085	Altorfer Inc	WO430082931	420100	Service Contracts	2,997.18
20	Southeast Plant	071112060003993	524.01	08/20/2026	V1011	Grainger W W Inc	9042706748	420900	Plant Maintenance	48.72
20	Southeast Plant	071112060003993	524.01	08/20/2026	V1011	Grainger W W Inc	9040399652	420600	Supplies	142.36
20	Southeast Plant	071112060003999	166.38	08/20/2026	V1055	McMaster-Carr Supply Co Inc	70164119	420900	Plant Maintenance	166.38
20	Southeast Plant	102581	7,059.00	08/14/2026	V1225	Evergreen Cleaning Services	0809	420100	Service Contracts	1,764.75
20	Southeast Plant	EP2700161	3,683.11	08/07/2026	V1473	Direct Energy Business LLC	261970059843031	430000	Utilities	3,683.11
20	Southeast Plant	EP2700168	6,764.82	08/07/2026	V1241	Guardian	August 2026	410600	Employee Benefits	3.05
20	Southeast Plant	EP2700168	6,764.82	08/07/2026	V1241	Guardian	August 2026	410600	Employee Benefits	13.83
20	Southeast Plant	EP2700168	6,764.82	08/07/2026	V1241	Guardian	August 2026	410600	Employee Benefits	39.60
20	Southeast Plant	EP2700168	6,764.82	08/07/2026	V1241	Guardian	August 2026	410600	Employee Benefits	95.49
20	Southeast Plant	EP2700168	6,764.82	08/07/2026	V1241	Guardian	August 2026	410600	Employee Benefits	89.51
20	Southeast Plant	EP2700168	6,764.82	08/07/2026	V1241	Guardian	August 2026	410600	Employee Benefits	66.38
20	Southeast Plant	EP2700172	25,640.47	08/07/2026	V1099	Corn Belt Energy Inc	#1649301/July26	430000	Utilities	297.19
20	Southeast Plant	EP2700172	25,640.47	08/07/2026	V1099	Corn Belt Energy Inc	#2326800/July26	430000	Utilities	25,343.28
20	Southeast Plant	EP2700175	595.26	08/07/2026	V1119	Ameren IP	0039026151/July26	430000	Utilities	220.22
20	Southeast Plant	EP2700179	20.23	08/14/2026	V1052	FedEx Inc	9-396-17402	420900	Plant Maintenance	20.23
20	Southeast Plant	EP2700182	1,750.00	08/14/2026	V1371	Phil Bachman	August 2026	420100	Service Contracts	1,750.00
20	Southeast Plant	EP2700188	1,044.96	08/21/2026	V1122	Bloomington Township PWD	July 2026	430000	Utilities	1,044.96
20	Southeast Plant	EP2700189	24,482.12	08/21/2026	V1056	IMRF	5920067-C1W6	410600	Employee Benefits	91.54
20	Southeast Plant	EP2700189	24,482.12	08/21/2026	V1056	IMRF	5920067-C1W6	410600	Employee Benefits	216.29
20	Southeast Plant	EP2700195	1,945.52	08/21/2026	V1258	Nicor	09-09-62-30710/July26	430000	Utilities	101.10
20	Southeast Plant	EP2700195	1,945.52	08/21/2026	V1258	Nicor	51-96-51-30100/July26	430000	Utilities	598.69
20	Southeast Plant	EP2700199	6,866.33	08/21/2026	V1355	Stratus Networks, Inc	259737	430000	Utilities	3,672.62
20	Southeast Plant	EP2700201	364.64	08/21/2026	V1101	City of Bloomington- Water	2035636	430000	Utilities	364.64

	Fund ID	Fund	Check #	Payment Amount	Payment Date	Vendor ID	Vendor Name	Bill #	GL Account	GL Account Description	Total transaction paid
	20	Southeast Plant	EP2700202	2,920.54	08/21/2026	V1177	Republic Services Inc #368	0368-001196057	420100	Service Contracts	299.61
	20	Southeast Plant	EP2700212	6,764.82	08/31/2026	V1241	Guardian	September 2026	410600	Employee Benefits	39.60
	20	Southeast Plant	EP2700212	6,764.82	08/31/2026	V1241	Guardian	September 2026	410600	Employee Benefits	3.05
	20	Southeast Plant	EP2700212	6,764.82	08/31/2026	V1241	Guardian	September 2026	410600	Employee Benefits	66.38
	20	Southeast Plant	EP2700212	6,764.82	08/31/2026	V1241	Guardian	September 2026	410600	Employee Benefits	89.51
	20	Southeast Plant	EP2700212	6,764.82	08/31/2026	V1241	Guardian	September 2026	410600	Employee Benefits	13.83
	20	Southeast Plant	EP2700212	6,764.82	08/31/2026	V1241	Guardian	September 2026	410600	Employee Benefits	95.49
	20	Southeast Plant	EP2700213	78,611.81	08/31/2026	V1081	Blue Cross/Blue Shield of IL	September 2026	410600	Employee Benefits	2,157.99
	20	Southeast Plant	EP2700213	78,611.81	08/31/2026	V1081	Blue Cross/Blue Shield of IL	September 2026	410600	Employee Benefits	3,566.49
Sum for 20				**453,649.16**							
2001											
	2001	Equipment Replacement	101000010000674	4,292.50	08/14/2026	V1137	William Masters Inc	15953	600300	Facility_EQF	4,292.50
	2001	Equipment Replacement	101000010000675	3,105.97	08/14/2026	V1083	Motion Industries Inc	IL66-01115189	600100	Permit Compliance	3,105.97
	2001	Equipment Replacement	101000010000676	2,315.43	08/14/2026	V1318	Detection Instruments Corp	2929-64804	600100	Permit Compliance	2,315.43
	2001	Equipment Replacement	101000010000677	6,834.53	08/14/2026	V1008	Foremost Industrial Tech Inc	0103426	600600	Pumps	6,834.53
	2001	Equipment Replacement	101000010000678	52,902.00	08/14/2026	V1677	SEAL Analytical, Inc	79509	600100	Permit Compliance	52,902.00
	2001	Equipment Replacement	101000010000679	5,353.47	08/14/2026	V1140	G A Rich & Sons Inc	1479172	600200	Process Efficiency	5,353.47
	2001	Equipment Replacement	101000010000680	853.00	08/14/2026	V1450	CDW Government LLC	AK4HE2V	600700	Computers	853.00
	2001	Equipment Replacement	101000010000681	540.00	08/14/2026	V1031	Interstate All Battery Center	1900401032745	610000	Interceptor Sewers	540.00
	2001	Equipment Replacement	101000010000682	2,758.20	08/14/2026	V1011	Grainger W W Inc	9039644472	600000	Safety_EQF	809.34
	2001	Equipment Replacement	101000010000682	2,758.20	08/14/2026	V1011	Grainger W W Inc	9034517764	600000	Safety_EQF	1,948.86
	2001	Equipment Replacement	101000010000683	18,859.00	08/20/2026	V1140	G A Rich & Sons Inc	1479173	600300	Facility_EQF	18,859.00
	2001	Equipment Replacement	101000010000684	4,292.50	08/20/2026	V1137	William Masters Inc	16308	600300	Facility_EQF	4,292.50
	2001	Equipment Replacement	101000010000685	4,598.68	08/20/2026	V1680	BluSky Restoration Contractors, LLC	303227	600300	Facility_EQF	4,598.68
	2001	Equipment Replacement	101000010000686	2,568.00	08/20/2026	V1006	Farnsworth Group Inc	271094	600700	Computers	2,568.00
	2001	Equipment Replacement	101000010000687	1,649.12	08/20/2026	V1465	SHI International Corp	B21539169	600700	Computers	1,649.12
	2001	Equipment Re-	1010000100006	540.00	08/20/2026	V1418	Microsoft Corpo-	E0501066H7	600700	Computers	5

	Fund ID	Fund	Check #	Payment Amount	Payment Date	Vendor ID	Vendor Name	Bill #	GL Account	GL Account Description	Total transaction paid
		placement	88				ration				
	2001	Equipment Replacement	101000010000689	29,327.30	08/20/2026	V1490	McCrometer Inc	634822	610000	Interceptor Sewers	29,327.30
	2001	Equipment Replacement	EP2700004	5,625.55	08/14/2026	V1672	Ramp Business Corporation	Charge payoffs - 32299	230200	P-Card Suspense	2,677.55
	2001	Equipment Replacement	EP2700004	5,625.55	08/14/2026	V1672	Ramp Business Corporation	Charge payoffs - 32299	230200	P-Card Suspense	2,948.00
	2001	Equipment Replacement	EP2700005	8,600.00	08/14/2026	V1672	Ramp Business Corporation	2026-2027	600700	Computers	8,600.00
	2001	Equipment Replacement	EP2700006	2,586.42	08/21/2026	V1097	Sage Software Inc	INV02142610	600700	Computers	2,586.42
	2001	Equipment Replacement	EP2700007	15,658.91	08/21/2026	V1361	Enterprise FM Trust	FBN5718735	600900	Mobile Equipment	15,658.91
Sum for 2001				**181,644.33**							
3001											
	3001	Short Term Capital	071112060000251	76,645.00	08/14/2026	V1479	A Drain Doctor	10858	500100	Interceptor Sewer Projects	24,192.50
	3001	Short Term Capital	071112060000251	76,645.00	08/14/2026	V1479	A Drain Doctor	10856	500100	Interceptor Sewer Projects	52,452.50
	3001	Short Term Capital	071112060000252	280,298.95	08/14/2026	V1660	PJ Hoerr, Inc	Lab HVAC Pay App 6	500400	Structures - West	280,298.95
	3001	Short Term Capital	071112060000253	32,221.00	08/14/2026	V1673	VT Development	19459913	500100	Interceptor Sewer Projects	676.00
	3001	Short Term Capital	071112060000253	32,221.00	08/14/2026	V1673	VT Development	19372018	500100	Interceptor Sewer Projects	11,523.00
	3001	Short Term Capital	071112060000253	32,221.00	08/14/2026	V1673	VT Development	19372019	500100	Interceptor Sewer Projects	2,400.00
	3001	Short Term Capital	071112060000253	32,221.00	08/14/2026	V1673	VT Development	19459915	500100	Interceptor Sewer Projects	15,222.00
	3001	Short Term Capital	071112060000253	32,221.00	08/14/2026	V1673	VT Development	19459914	500100	Interceptor Sewer Projects	2,400.00
	3001	Short Term Capital	071112060000254	2,820.00	08/14/2026	V1654	Penn Landscaping	99103	490000	Contingency	2,820.00
	3001	Short Term Capital	071112060000255	2,090.00	08/20/2026	V1232	Baxter & Woodman Inc	0287886	500900	Other Capital Projects	1,460.00
	3001	Short Term Capital	071112060000255	2,090.00	08/20/2026	V1232	Baxter & Woodman Inc	0287883	500900	Other Capital Projects	630.00
	3001	Short Term Capital	071112060000256	4,117.75	08/20/2026	V1006	Farnsworth Group Inc	270939	490000	Contingency	4,117.75
	3001	Short Term Capital	071112060000257	50,807.50	08/20/2026	V1654	Penn Landscaping	99094	490000	Contingency	50,807.50
	3001	Short Term Capital	071112060000258	32,667.00	08/20/2026	V1479	A Drain Doctor	10862	500100	Interceptor Sewer Projects	32,667.00
	3001	Short Term Capital	071112060000259	8,207.44	08/20/2026	V1520	HMG Engineers, Inc	8798-101	500100	Interceptor Sewer Projects	8,207.44
	3001	Short Term Capital	071112060000260	97,477.75	08/20/2026	V1171	Evoqua Water Technologies LLC	907701097	500300	Equipment - Southeast	97,477.75
	3001	Short Term Capital	071112060000261	18,102.00	08/20/2026	V1673	VT Development	19530319	500100	Interceptor Sewer Projects	18,102.00
	3001	Short Term Capital	100214	2,093.00	08/14/2026	V1679	Karlene Dryer	1208 W College Ave	500100	Interceptor Sewer Projects	2,093.00

BNWRD
Payment History Report

	Fund ID	Fund	Check #	Payment Amount	Payment Date	Vendor ID	Vendor Name	Bill #	GL Account	GL Account Description	Total transaction paid
Sum for 3001				**815,166.39**							
4001											
	4001	Nutrient	071112060000341	6,437.95	08/14/2026	V1137	William Masters Inc	15952	700300	Process Improvement	6,437.95
	4001	Nutrient	071112060000342	20,300.00	08/14/2026	V1582	Indigo Ecological Design, LLC	1402	700700	Community Outreach	8,500.00
	4001	Nutrient	071112060000342	20,300.00	08/14/2026	V1582	Indigo Ecological Design, LLC	1404	700700	Community Outreach	11,800.00
	4001	Nutrient	071112060000343	12,290.00	08/14/2026	V1654	Penn Landscaping	99108	700800	Economic Development	12,290.00
	4001	Nutrient	071112060000344	16,900.20	08/20/2026	V1140	G A Rich & Sons Inc	1478984	700800	Economic Development	16,900.20
	4001	Nutrient	071112060000345	12,000.00	08/20/2026	V1685	Interchange City West, LLC	Easements July 2026	700500	Construction_NUT	12,000.00
	4001	Nutrient	071112060000346	3,000.00	08/20/2026	V1021	Stark Excavating Inc	Easements July 2026	700500	Construction_NUT	3,000.00
	4001	Nutrient	071112060000347	136,040.17	08/20/2026	V1232	Baxter & Woodman Inc	0287891	700700	Community Outreach	13,802.86
	4001	Nutrient	071112060000347	136,040.17	08/20/2026	V1232	Baxter & Woodman Inc	0287892	700400	Environmental Rehabilitation	8,290.00
	4001	Nutrient	071112060000347	136,040.17	08/20/2026	V1232	Baxter & Woodman Inc	0287888	700000	Design & Studies	112,632.31
	4001	Nutrient	071112060000347	136,040.17	08/20/2026	V1232	Baxter & Woodman Inc	0287887	700700	Community Outreach	1,315.00
	4001	Nutrient	071112060000348	88,421.25	08/20/2026	V1006	Farnsworth Group Inc	270942	700800	Economic Development	12,870.25
	4001	Nutrient	071112060000348	88,421.25	08/20/2026	V1006	Farnsworth Group Inc	270941	490000	Contingency	13,360.50
	4001	Nutrient	071112060000348	88,421.25	08/20/2026	V1006	Farnsworth Group Inc	271095	700300	Process Improvement	62,190.50
	4001	Nutrient	100150	2,000.00	08/25/2026	V1678	Winks Shell LLC	Easements August 2026	700500	Construction_NUT	2,000.00
	4001	Nutrient	101000010000026	269,829.86	08/14/2026	V1674	Grunloh Building Inc	P3 HW #1	700500	Construction_NUT	269,829.86
	4001	Nutrient	101000010000027	49,747.50	08/20/2026	V1232	Baxter & Woodman Inc	0287884	700500	Construction_NUT	49,747.50
	4001	Nutrient	101000010000033	78,937.50	08/14/2026	V1232	Baxter & Woodman Inc	0283261 Again	700500	Construction_NUT	78,937.50
	4001	Nutrient	101000010000034	106,648.96	08/20/2026	V1232	Baxter & Woodman Inc	0287885	700500	Construction_NUT	106,648.96
	4001	Nutrient	EP2700001	2,508.00	08/14/2026	V1296	IL EPA Fiscal Services Section	CSD Permit App 2026	700800	Economic Development	2,508.00
	4001	Nutrient	EP2700002	291,905.91	08/28/2026	V1119	Ameren IP	42111-39094/Aug26	700900	Other Nutrient	291,905.91
	4001	Nutrient	EP2700003	1,275.00	08/28/2026	V1119	Ameren IP	DER-83543	700500	Construction_NUT	1,275.00
	4001	Nutrient	Voided - 071112060000337	0.00	08/14/2026	V1232	Baxter & Woodman Inc	0283261 Again	700500	Construction_NUT	78,937.50
	4001	Nutrient	Voided - 071112060000338	0.00	08/14/2026	V1137	William Masters Inc	15952	700300	Process Improvement	6,437.95

BNWRD
Payment History Report

	Fund ID	Fund	Check #	Payment Amount	Payment Date	Vendor ID	Vendor Name	Bill #	GL Account	GL Account Description	Total transaction paid
	4001	Nutrient	Voided - 071112060000339	0.00	08/14/2026	V1582	Indigo Ecological Design, LLC	1404	700700	Community Outreach	11,800.00
	4001	Nutrient	Voided - 071112060000339	0.00	08/14/2026	V1582	Indigo Ecological Design, LLC	1402	700700	Community Outreach	8,500.00
	4001	Nutrient	Voided - 071112060000340	0.00	08/14/2026	V1654	Penn Landscaping	99108	700800	Economic Development	12,290.00
Sum for 4001				**1,703,505.31**							
5001											
	5001	IEPA Loan Retirement	EP2700001	169,919.01	08/11/2026	V1272	IL Environmental Protection Agency	L17-2499/#39	480000	IL EPA Loan Payment	169,919.01
Sum for 5001				**169,919.01**							
8001											
	8001	WIFIA	071000300000043	67,525.65	08/14/2026	V1358	Hoerr Construction Inc	260607	800100	Interceptor Sewer Improvement	67,525.65
	8001	WIFIA	071000300000046	155,493.17	08/20/2026	V1140	G A Rich & Sons Inc	NWI #1 WIFIA	800100	Interceptor Sewer Improvement	51,806.25
	8001	WIFIA	071000300000046	155,493.17	08/20/2026	V1140	G A Rich & Sons Inc	NWI #4	800100	Interceptor Sewer Improvement	5,706.39
	8001	WIFIA	071000300000046	155,493.17	08/20/2026	V1140	G A Rich & Sons Inc	NWI #3	800100	Interceptor Sewer Improvement	70,806.15
	8001	WIFIA	071000300000046	155,493.17	08/20/2026	V1140	G A Rich & Sons Inc	NWI #2	800100	Interceptor Sewer Improvement	27,174.38
	8001	WIFIA	071000300000047	397,806.53	08/20/2026	V1358	Hoerr Construction Inc	260599	800100	Interceptor Sewer Improvement	397,806.53
	8001	WIFIA	071000300000048	6,823.50	08/20/2026	V1006	Farnsworth Group Inc	270940	800100	Interceptor Sewer Improvement	6,823.50
	8001	WIFIA	071112060000052	107,806.95	08/14/2026	V1500	Williams Brothers Construction Inc	25	800800	Treatment Plant Renovation	107,806.95
	8001	WIFIA	071112060000053	52,688.48	08/20/2026	V1006	Farnsworth Group Inc	270936	800800	Treatment Plant Renovation	52,688.48
	8001	WIFIA	Voided - 071000300000044	0.00	08/19/2026	V1140	G A Rich & Sons Inc	NWI #3	800100	Interceptor Sewer Improvement	70,806.15
	8001	WIFIA	Voided - 071000300000044	0.00	08/19/2026	V1140	G A Rich & Sons Inc	NWI #2	800100	Interceptor Sewer Improvement	27,174.38
	8001	WIFIA	Voided - 071000300000044	0.00	08/19/2026	V1140	G A Rich & Sons Inc	NWI #1 WIFIA	800100	Interceptor Sewer Improvement	51,806.25
	8001	WIFIA	Voided -	0.00	08/19/2026	V1140	G A Rich & Sons	NWI #4	800100	Interceptor	5,706.39

BNWRD
Payment History Report

Fund ID	Fund	Check #	Payment Amount	Payment Date	Vendor ID	Vendor Name	Bill #	GL Account	GL Account Description	Total transaction paid
		0710003000000 44				Inc			Sewer Improvement	
8001	WIFIA	Voided - 00000 0710003045	0.00	08/20/2026	V1140	G A Rich & Sons Inc	NWI #2	800100	Interceptor Sewer Improvement	27,174.38
8001	WIFIA	Voided - 0710003000000 45	0.00	08/20/2026	V1140	G A Rich & Sons Inc	NWI #1 WIFIA	800100	Interceptor Sewer Improvement	51,806.25
8001	WIFIA	Voided - 0710003000000 45	0.00	08/20/2026	V1140	G A Rich & Sons Inc	NWI #4	800100	Interceptor Sewer Improvement	5,706.39
8001	WIFIA	Voided - 0710003000000 45	0.00	08/20/2026	V1140	G A Rich & Sons Inc	NWI #3	800100	Interceptor Sewer Improvement	70,806.15
Sum for 8001			**1,254,623.79**							
Sum Total			**9,077,324.23**							

Water Reclamation District

BNWRD
Statement of Revenue
As of August 31, 2026
Year To Date 08/31/2026

Revenue Source	Total Revenue	Budget	Budget Diff
Program Service Revenue			
Sewer Connection Fees	245,327.00	401,000.00	(155,673.00)
User Fees	3,071,930.55	17,018,728.00	(13,946,797.45)
Billable Revenues	32,003.22	77,000.00	(44,996.78)
Total Program Service Revenue	3,349,260.77	17,496,728.00	(14,147,467.23)
Other Revenue			
Investment Income			
Interest Income	321,048.91	1,393,100.00	(1,072,051.09)
Total Investment Income	321,048.91	1,393,100.00	(1,072,051.09)
Gain / Loss on Sales of Fixed Assets			
Unrealized Gain or Loss	11,756.57	32,000.00	(20,243.43)
Gain on Sale	0.00	5,000.00	(5,000.00)
Total Gain / Loss on Sales of Fixed Assets	11,756.57	37,000.00	(25,243.43)
Total Other Revenue	332,805.48	1,430,100.00	(1,097,294.52)
Miscellaneous Revenue			
Property Tax	4,898,841.28	6,221,936.00	(1,323,094.72)
Illinois Replacement Tax	117,842.24	400,000.00	(282,157.76)
Transfer From General Fund	1,166,916.63	5,601,000.00	(4,434,083.37)
Transfer From Nutrient Fund	6,620,900.00	0.00	6,620,900.00
City of Bloomington	415,711.75	729,472.00	(313,760.25)
Annexation Fee	0.00	1,200.00	(1,200.00)
Loan Receipts	717,451.88	4,556,155.57	(3,838,703.69)
Other Contribution	3,015,000.00	49,266,380.00	(46,251,380.00)
Farm Operations	0.00	30,000.00	(30,000.00)
Miscellaneous	28,209.12	21,000.00	7,209.12
Total Miscellaneous Revenue	16,980,872.90	66,827,143.57	(49,846,270.67)
Total Revenue	20,662,939.15	85,753,971.57	(65,091,032.42)

District Operating

BNWRD
Balance Sheet

	Year To Date 08/31/2026 Current Year Balance	Prior Year To Date 08/31/2025 Prior Year	Summary
Assets			
Current Assets			
Cash and Cash Equivalents	5,031,951.65	4,415,037.95	616,913.70
Accounts Receivable, Net	1,990,733.87	2,967,359.09	(976,625.22)
Other Current Assets	671,803.80	1,006,486.07	(334,682.27)
Total Current Assets	7,694,489.32	8,388,883.11	(694,393.79)
Long-term Assets			
Property & Equipment	223,668,810.63	191,822,770.88	31,846,039.75
Other Long-term Assets	3,926,065.43	2,598,934.54	1,327,130.89
Total Long-term Assets	227,594,876.06	194,421,705.42	33,173,170.64
Interfund Due from	365.39	8,867.76	(8,502.37)
Total Assets	**235,289,730.77**	**202,819,456.29**	**32,470,274.48**
Liabilities and Net Assets			
Liabilities			
Short-term Liabilities			
Accounts Payable	667,420.58	304,610.27	362,810.31
Accrued Liabilities	9,980.86	0.53	9,980.33
Withholding Tax Payable	417,763.19	358,731.66	59,031.53
Other Short-term Liabilities	590,907.16	954,671.36	(363,764.20)
Total Short-term Liabilities	1,686,071.79	1,618,013.82	68,057.97
Long Term Liabilities			
Other Long-term Liabilities	1,668,744.33	17,277.75	1,651,466.58
Total Long Term Liabilities	1,668,744.33	17,277.75	1,651,466.58
Total Liabilities	3,354,816.12	1,635,291.57	1,719,524.55
Net Assets	231,934,914.65	201,184,164.72	30,750,749.93
Total Liabilities and Net Assets	**235,289,730.77**	**202,819,456.29**	**32,470,274.48**

Water Reclamation District

District Operating
Statement of Activities - Actual vs Budget
Year To Date 08/31/2026

	Actual	Budget	Budget Diff
Operating Revenue			
Revenue - Other			
Annexation Fee	0.00	1,200.00	1,200.00
Farm Revenue	0.00	30,000.00	30,000.00
Gain on Sale	0.00	5,000.00	5,000.00
Interest Income	34,335.28	90,000.00	55,664.72
Late Payment Penalty	0.00	1,000.00	1,000.00
Misc Revenue	8,367.81	20,000.00	11,632.19
Property Tax	2,209,025.05	639,000.00	(1,570,025.05)
Total Revenue - Other	2,251,728.14	786,200.00	(1,465,528.14)
Revenue - Services			
BTPWD_REV	3,719.88	13,941.00	10,221.12
Car Wash Grit	0.00	500.00	500.00
City of Bloomington_REV	1,563,255.40	10,590,002.00	9,026,746.60
Grease Trap Sludge	0.00	10,000.00	10,000.00
High Strength Waste	17,316.22	40,000.00	22,683.78
Illicit Discharge	0.00	1,000.00	1,000.00
Industrial Permits	0.00	3,000.00	3,000.00
Permit Violations	3,800.00	0.00	(3,800.00)
Reporting Violation	0.00	2,500.00	2,500.00
Septic Tank Haulers	10,887.00	20,000.00	9,113.00
Town of Normal_REV	1,486,251.27	6,286,826.00	4,800,574.73
Village of Downs - R9E Equivalent	81.30	0.00	(81.30)
Village of Downs_REV	18,622.70	127,959.00	109,336.30
Total Revenue - Services	3,103,933.77	17,095,728.00	13,991,794.23
Total Operating Revenue	5,355,661.91	17,881,928.00	12,526,266.09
Expenditures			
Personnel			
Salary and Wages			
Employee Wages	**1,181,368.04**	**1,227,975.23**	**46,607.19**
Overtime Wages	**34,963.93**	**148,000.00**	**113,036.07**
Trustee Wages	**4,800.00**	**14,400.00**	**9,600.00**
Total Salary and Wages	1,221,131.97	1,390,375.23	169,243.26
Payroll Benefits			
Continuing Education	9,381.36	69,500.00	60,118.64
Dental_ER	6,453.21	15,459.00	9,005.79
Employee Assistance Program	0.00	2,000.00	2,000.00
FR Uniform Service	4,467.09	16,000.00	11,532.91
Health Insurance_ER	333,645.60	797,818.00	464,172.40
IMRF Pension	17,573.93	70,485.00	52,911.07
Insurance Workers Compensation	68,299.00	100,500.00	32,201.00
Life Insurance_ER	9,069.11	21,866.00	12,796.89
Other Benefits	255.29	6,800.00	6,544.71
Physical Exams	1,226.00	3,500.00	2,274.00
Protective Footwear	1,375.87	11,800.00	10,424.13
RX Glasses	0.00	2,190.00	2,190.00
Unemployment	142.88	5,281.50	5,138.62
Uniforms	13,424.69	50,400.00	36,975.31
Vision_ER	976.09	2,352.00	1,375.91

Water Reclamation District

District Operating
Statement of Activities - Actual vs Budget
Year To Date 08/31/2026

	Actual	Budget	Budget Diff
Wellness	1,186.35	10,000.00	8,813.65
Total Payroll Benefits	467,476.47	1,185,951.50	718,475.03
Payroll Taxes			
Social Security/Medicare	**90,979.59**	**280,840.00**	**189,860.41**
Total Payroll Taxes	90,979.59	280,840.00	189,860.41
Total Personnel	1,779,588.03	2,857,166.73	1,077,578.70
Occupancy			
Rental Easements	1,393.08	3,000.00	1,606.92
Total Occupancy	1,393.08	3,000.00	1,606.92
Service Contracts			
Annual PT Report	0.00	5,000.00	5,000.00
Audit Services	40,425.00	77,000.00	36,575.00
Bank	1,953.57	7,200.00	5,246.43
BTPWD	0.00	233.00	233.00
BW Project Management	2,656.25	10,000.00	7,343.75
City of Bloomington	49,452.15	198,000.00	148,547.85
Computer Services	117,004.12	170,000.00	52,995.88
Contracted Grounds Services	54,598.00	41,000.00	(13,598.00)
Copier Machine	1,735.95	6,650.00	4,914.05
Engineering Services	38,221.25	105,000.00	66,778.75
FSE Layer in Survey	1,637.50	25,000.00	23,362.50
Gen/IU Compliance Assistance	1,167.50	10,000.00	8,832.50
Generator Maint Services	15,495.47	53,000.00	37,504.53
IU Permit Updates	9,422.50	15,000.00	5,577.50
IU Survey	821.25	35,000.00	34,178.75
Janitorial Services	28,236.00	91,797.00	63,561.00
JULIE Services	3,184.00	12,000.00	8,816.00
Landfill	14,353.24	82,000.00	67,646.76
Legal Services	3,708.75	120,000.00	116,291.25
New IU Permits	0.00	10,000.00	10,000.00
NPDES Lab Services	10,323.35	40,000.00	29,676.65
Outside Services	8,789.47	73,500.00	64,710.53
Payroll Services	9,238.30	28,000.00	18,761.70
PFAS Assistance	0.00	10,000.00	10,000.00
Pretreatment Services	8,801.55	40,000.00	31,198.45
Security Services	118,740.37	402,510.00	283,769.63
Service Contracts	20,408.95	99,000.00	78,591.05
Strategic Plan	6,156.25	0.00	(6,156.25)
Temporary Services	0.00	68,000.00	68,000.00
Temporary Services - Land App	5,961.34	32,000.00	26,038.66
Town of Normal	33,114.40	100,000.00	66,885.60
Village of Downs	2,500.00	5,000.00	2,500.00
Total Service Contracts	608,106.48	1,971,890.00	1,363,783.52
Project Expense			
Due and Subscriptions			
IAWA Membership	0.00	6,065.00	6,065.00
Memberships	418.00	15,000.00	14,582.00
NACWA Membership	0.00	14,500.00	14,500.00
NPDES Permit Fee	73,001.50	73,000.00	(1.50)
SE NPDES Permit Fee	30,000.75	30,250.00	249.25

Water Reclamation District

District Operating
Statement of Activities - Actual vs Budget
Year To Date 08/31/2026

	Actual	Budget	Budget Diff
USGS Creek Monitoring	16,900.00	17,500.00	600.00
Total Due and Subscriptions	120,320.25	156,315.00	35,994.75
Facilities			
Building	13,621.43	85,000.00	71,378.57
Dewatering Chemicals	48,793.51	120,000.00	71,206.49
Electrical System Maint	32,648.84	170,000.00	137,351.16
Equipment Purchase	10,698.05	59,500.00	48,801.95
Equipment Rental	5,525.37	18,185.00	12,659.63
Equipment Repair	0.00	5,000.00	5,000.00
Farm Operations	0.00	12,000.00	12,000.00
Gas Monitor	7,993.40	24,500.00	16,506.60
Grounds	19,969.50	55,000.00	35,030.50
Mobile Equipment	23,468.12	81,000.00	57,531.88
Pretreatment Equipment	0.00	7,000.00	7,000.00
Preventative Maintenance	21,722.11	70,000.00	48,277.89
Process Odor Control	18,872.64	145,000.00	126,127.36
Process Stationary Equipment	43,208.27	285,000.00	241,791.73
Solids Odor Control	19,248.25	60,000.00	40,751.75
Solids Stationary Equipment	19,016.02	210,000.00	190,983.98
Total Facilities	284,785.51	1,407,185.00	1,122,399.49
Insurance			
Insurance Automobile	38,444.00	33,000.00	(5,444.00)
Insurance Other	144,183.00	80,000.00	(64,183.00)
Insurance Public Liability	580,162.00	575,000.00	(5,162.00)
Total Insurance	762,789.00	688,000.00	(74,789.00)
Supplies			
Janitorial	1,274.66	11,000.00	9,725.34
Paint	604.09	2,000.00	1,395.91
Postage	2,700.06	8,500.00	5,799.94
Solids	3,597.53	18,000.00	14,402.47
Stream Survey	233.44	3,000.00	2,766.56
Supplies General	45,058.08	173,800.00	128,741.92
Tools	5,375.25	21,000.00	15,624.75
Total Supplies	58,843.11	237,300.00	178,456.89
Misc Expenses			
Contingency	786.18	38,000.00	37,213.82
Ecology Action Center	0.00	21,000.00	21,000.00
Economic Development Council	0.00	15,000.00	15,000.00
Public Relations	2,604.77	17,500.00	14,895.23
Refunds	0.00	52,000.00	52,000.00
Respiratory Fit Test	0.00	12,000.00	12,000.00
Safety	16,319.87	46,500.00	30,180.13
Safety Education	485.00	15,000.00	14,515.00
Scholarships	0.00	5,000.00	5,000.00
Total Misc Expenses	20,195.82	222,000.00	201,804.18
Printing and Publications			
Annual Report	0.00	2,000.00	2,000.00
Bid Advertisement	241.48	2,000.00	1,758.52
Other Publications	1,562.25	2,000.00	437.75
Total Printing and Publications	1,803.73	6,000.00	4,196.27
Utilities			

Water Reclamation District

District Operating
Statement of Activities - Actual vs Budget
Year To Date 08/31/2026

	Actual	Budget	Budget Diff
Electricity	407,886.89	1,760,000.00	1,352,113.11
Fiber Services	27,465.32	87,000.00	59,534.68
Fuel	52,852.10	165,000.00	112,147.90
Infor EAM Production	2,231.66	7,200.00	4,968.34
Natural Gas	14,689.64	180,000.00	165,310.36
Telephone	14,748.08	42,800.00	28,051.92
Water	22,486.41	45,000.00	22,513.59
Total Utilities	542,360.10	2,287,000.00	1,744,639.90
Interfund Transfers			
Transfer To Equipment Replacement Fund	**233,666.64**	**701,000.00**	**467,333.36**
Transfer To Short Term Capital Fund	**833,333.32**	**2,500,000.00**	**1,666,666.68**
Transfer To Nutrient Fund	**666,666.64**	**2,000,000.00**	**1,333,333.36**
Transfer to WIFIA Fund	**200,000.00**	**400,000.00**	**200,000.00**
Total Interfund Transfers	1,933,666.60	5,601,000.00	3,667,333.40
Total General and Administrative Expenses	3,724,764.12	10,604,800.00	6,880,035.88
Total Expenditures	6,113,851.71	15,436,856.73	9,323,005.02
Change In Net Assets	**(758,189.80)**	**2,445,071.27**	**3,203,261.07**
+ Net Assets - Beginning	**232,693,104.45**	**0.00**	**758,189.80**
Net Assets - Ending	**231,934,914.65**	**2,445,071.27**	**3,961,450.87**

District Operating
Statement of Activities - Actual vs Budget
Year To Date 08/31/2026

	Actual	Budget	Budget Diff
Operating Revenue			
Revenue - Other			
Annexation Fee	0.00	1,200.00	1,200.00
Farm Revenue	0.00	30,000.00	30,000.00
Gain on Sale	0.00	5,000.00	5,000.00
Interest Income	34,335.28	90,000.00	55,664.72
Late Payment Penalty	0.00	1,000.00	1,000.00
Misc Revenue	8,367.81	20,000.00	11,632.19
Property Tax	2,209,025.05	639,000.00	(1,570,025.05)
Total Revenue - Other	2,251,728.14	786,200.00	(1,465,528.14)
Revenue - Services			
BTPWD_REV	3,719.88	13,941.00	10,221.12
Car Wash Grit	0.00	500.00	500.00
City of Bloomington_REV	1,563,255.40	10,590,002.00	9,026,746.60
Grease Trap Sludge	0.00	10,000.00	10,000.00
High Strength Waste	17,316.22	40,000.00	22,683.78
Illicit Discharge	0.00	1,000.00	1,000.00
Industrial Permits	0.00	3,000.00	3,000.00
Permit Violations	3,800.00	0.00	(3,800.00)
Reporting Violation	0.00	2,500.00	2,500.00
Septic Tank Haulers	10,887.00	20,000.00	9,113.00
Town of Normal_REV	1,486,251.27	6,286,826.00	4,800,574.73
Village of Downs - R9E Equivalent	81.30	0.00	(81.30)
Village of Downs_REV	18,622.70	127,959.00	109,336.30
Total Revenue - Services	3,103,933.77	17,095,728.00	13,991,794.23
Total Operating Revenue	5,355,661.91	17,881,928.00	12,526,266.09
Expenditures			
Service Contracts			
Bank	1,953.57	7,200.00	5,246.43
BTPWD	0.00	233.00	233.00
City of Bloomington	49,452.15	198,000.00	148,547.85
Town of Normal	33,114.40	100,000.00	66,885.60
Village of Downs	2,500.00	5,000.00	2,500.00
Total Service Contracts	87,020.12	310,433.00	223,412.88
Project Expense			
Insurance			
Insurance Automobile	38,444.00	33,000.00	(5,444.00)
Insurance Other	144,183.00	80,000.00	(64,183.00)
Insurance Public Liability	580,162.00	575,000.00	(5,162.00)
Total Insurance	762,789.00	688,000.00	(74,789.00)
Misc Expenses			
Refunds	0.00	52,000.00	52,000.00
Total Misc Expenses	0.00	52,000.00	52,000.00
Utilities			
Water	79.69	0.00	(79.69)
Total Utilities	79.69	0.00	(79.69)
Interfund Transfers			
Transfer To Equipment Replacement Fund	**233,666.64**	**701,000.00**	**467,333.36**
Transfer To Short Term Capital Fund	**833,333.32**	**2,500,000.00**	**1,666,666.68**

Water Reclamation District

District Operating
Statement of Activities - Actual vs Budget
Year To Date 08/31/2026

	Actual	Budget	Budget Diff
Transfer To Nutrient Fund	**666,666.64**	**2,000,000.00**	**1,333,333.36**
Transfer to WIFIA Fund	**200,000.00**	**400,000.00**	**200,000.00**
Total Interfund Transfers	1,933,666.60	5,601,000.00	3,667,333.40
Total General and Administrative Expenses	2,696,535.29	6,341,000.00	3,644,464.71
Total Expenditures	2,783,555.41	6,651,433.00	3,867,877.59
Change In Net Assets	**2,572,106.50**	**11,230,495.00**	**8,658,388.50**
+ Net Assets - Beginning	**272,552,160.95**	**0.00**	**(2,572,106.50)**
Net Assets - Ending	**275,124,267.45**	**11,230,495.00**	**6,086,282.00**

Administration

District Operating
Statement of Activities - Actual vs Budget
Year To Date 08/31/2026

	Actual	Budget	Budget Diff
Expenditures			
Personnel			
Salary and Wages			
Employee Wages	**193,389.22**	**209,040.52**	**15,651.30**
Overtime Wages	**983.49**	**1,000.00**	**16.51**
Trustee Wages	**4,800.00**	**14,400.00**	**9,600.00**
Total Salary and Wages	199,172.71	224,440.52	25,267.81
Payroll Benefits			
Continuing Education	811.10	14,000.00	13,188.90
Dental_ER	1,335.45	3,192.00	1,856.55
Employee Assistance Program	0.00	2,000.00	2,000.00
Health Insurance_ER	55,915.36	140,910.00	84,994.64
IMRF Pension	2,835.95	12,041.00	9,205.05
Insurance Workers Compensation	4,109.76	6,000.00	1,890.24
Life Insurance_ER	1,259.15	3,036.00	1,776.85
Other Benefits	0.00	5,000.00	5,000.00
Protective Footwear	0.00	600.00	600.00
Unemployment	36.00	400.00	364.00
Uniforms	1,500.00	6,000.00	4,500.00
Vision_ER	130.65	312.00	181.35
Wellness	1,186.35	10,000.00	8,813.65
Total Payroll Benefits	69,119.77	203,491.00	134,371.23
Payroll Taxes			
Social Security/Medicare	**16,998.71**	**47,975.00**	**30,976.29**
Total Payroll Taxes	16,998.71	47,975.00	30,976.29
Total Personnel	285,291.19	475,906.52	190,615.33
Service Contracts			
Audit Services	40,425.00	77,000.00	36,575.00
Contracted Grounds Services	260.00	0.00	(260.00)
Copier Machine	542.70	1,300.00	757.30
Legal Services	3,708.75	120,000.00	116,291.25
Payroll Services	9,238.30	28,000.00	18,761.70
Service Contracts	1,988.00	8,500.00	6,512.00
Strategic Plan	6,156.25	0.00	(6,156.25)
Total Service Contracts	62,319.00	234,800.00	172,481.00
Project Expense			
Due and Subscriptions			
IAWA Membership	0.00	6,065.00	6,065.00
Memberships	418.00	8,500.00	8,082.00
NACWA Membership	0.00	14,500.00	14,500.00
NPDES Permit Fee	73,001.50	73,000.00	(1.50)
SE NPDES Permit Fee	30,000.75	30,250.00	249.25
Total Due and Subscriptions	103,420.25	132,315.00	28,894.75
Facilities			
Equipment Purchase	0.00	500.00	500.00
Equipment Rental	281.33	685.00	403.67
Total Facilities	281.33	1,185.00	903.67
Supplies			
Postage	15.35	1,000.00	984.65

Water Reclamation District

District Operating
Statement of Activities - Actual vs Budget
Year To Date 08/31/2026

	Actual	Budget	Budget Diff
Supplies General	475.78	5,000.00	4,524.22
Total Supplies	491.13	6,000.00	5,508.87
Misc Expenses			
Contingency	0.00	4,000.00	4,000.00
Ecology Action Center	0.00	21,000.00	21,000.00
Economic Development Council	0.00	15,000.00	15,000.00
Public Relations	2,604.77	15,000.00	12,395.23
Safety	0.00	1,000.00	1,000.00
Scholarships	0.00	5,000.00	5,000.00
Total Misc Expenses	2,604.77	61,000.00	58,395.23
Printing and Publications			
Annual Report	0.00	2,000.00	2,000.00
Other Publications	1,562.25	1,000.00	(562.25)
Total Printing and Publications	1,562.25	3,000.00	1,437.75
Utilities			
Telephone	3,136.98	10,000.00	6,863.02
Total Utilities	3,136.98	10,000.00	6,863.02
Total General and Administrative Expenses	111,496.71	213,500.00	102,003.29
Total Expenditures	459,106.90	924,206.52	465,099.62
Change In Net Assets	**(459,106.90)**	**(924,206.52)**	**(465,099.62)**
+ Net Assets - Beginning	**24,879,413.22**	**0.00**	**459,106.90**
Net Assets - Ending	**24,420,306.32**	**(924,206.52)**	**(5,992.72)**

Operations

District Operating
Statement of Activities - Actual vs Budget
Year To Date 08/31/2026

	Actual	Budget	Budget Diff
Expenditures			
Personnel			
Salary and Wages			
Employee Wages	**253,730.98**	**253,486.40**	**(244.58)**
Overtime Wages	**15,932.60**	**58,000.00**	**42,067.40**
Total Salary and Wages	269,663.58	311,486.40	41,822.82
Payroll Benefits			
Continuing Education	962.00	15,000.00	14,038.00
Dental_ER	1,541.10	3,672.00	2,130.90
Health Insurance_ER	85,808.56	199,437.00	113,628.44
IMRF Pension	3,926.53	14,639.00	10,712.47
Insurance Workers Compensation	21,238.05	31,000.00	9,761.95
Life Insurance_ER	2,107.25	5,052.00	2,944.75
Other Benefits	100.00	200.00	100.00
Physical Exams	201.00	1,500.00	1,299.00
Protective Footwear	529.98	3,000.00	2,470.02
RX Glasses	0.00	200.00	200.00
Unemployment	0.00	1,881.50	1,881.50
Uniforms	2,850.00	12,000.00	9,150.00
Vision_ER	263.55	636.00	372.45
Total Payroll Benefits	119,528.02	288,217.50	168,689.48
Payroll Taxes			
Social Security/Medicare	**20,062.38**	**58,328.00**	**38,265.62**
Total Payroll Taxes	20,062.38	58,328.00	38,265.62
Total Personnel	409,253.98	658,031.90	248,777.92
Service Contracts			
Copier Machine	318.00	1,200.00	882.00
Landfill	14,353.24	82,000.00	67,646.76
Security Services	118,740.37	402,510.00	283,769.63
Temporary Services	0.00	20,000.00	20,000.00
Temporary Services - Land App	5,961.34	32,000.00	26,038.66
Total Service Contracts	139,372.95	537,710.00	398,337.05
Project Expense			
Due and Subscriptions			
Memberships	0.00	3,000.00	3,000.00
Total Due and Subscriptions	0.00	3,000.00	3,000.00
Facilities			
Dewatering Chemicals	48,793.51	120,000.00	71,206.49
Farm Operations	0.00	12,000.00	12,000.00
Process Odor Control	18,872.64	145,000.00	126,127.36
Solids Odor Control	19,248.25	60,000.00	40,751.75
Total Facilities	86,914.40	337,000.00	250,085.60
Supplies			
Solids	3,597.53	18,000.00	14,402.47
Stream Survey	233.44	3,000.00	2,766.56
Supplies General	4,062.25	17,000.00	12,937.75
Total Supplies	7,893.22	38,000.00	30,106.78
Misc Expenses			
Contingency	0.00	7,000.00	7,000.00

District Operating
Statement of Activities - Actual vs Budget
Year To Date 08/31/2026

	Actual	Budget	Budget Diff
Total Misc Expenses	0.00	7,000.00	7,000.00
Utilities			
Electricity	407,886.89	1,760,000.00	1,352,113.11
Fiber Services	27,465.32	87,000.00	59,534.68
Fuel	33,450.38	100,000.00	66,549.62
Natural Gas	14,689.64	180,000.00	165,310.36
Telephone	4,199.38	12,500.00	8,300.62
Water	22,406.72	45,000.00	22,593.28
Total Utilities	510,098.33	2,184,500.00	1,674,401.67
Total General and Administrative Expenses	604,905.95	2,569,500.00	1,964,594.05
Total Expenditures	1,153,532.88	3,765,241.90	2,611,709.02
Change In Net Assets	**(1,153,532.88)**	**(3,765,241.90)**	**(2,611,709.02)**
+ Net Assets - Beginning	**(35,077,183.51)**	**0.00**	**1,153,532.88**
Net Assets - Ending	**(36,230,716.39)**	**(3,765,241.90)**	**(1,458,176.14)**

Lab

District Operating
Statement of Activities - Actual vs Budget
Year To Date 08/31/2026

	Actual	Budget	Budget Diff
Expenditures			
Personnel			
Salary and Wages			
Employee Wages	**145,207.61**	**154,239.92**	**9,032.31**
Overtime Wages	**1,260.88**	**4,000.00**	**2,739.12**
Total Salary and Wages	146,468.49	158,239.92	11,771.43
Payroll Benefits			
Continuing Education	432.77	10,000.00	9,567.23
Dental_ER	1,060.30	2,544.00	1,483.70
Health Insurance_ER	42,560.34	93,701.00	51,140.66
IMRF Pension	2,133.23	8,884.00	6,750.77
Insurance Workers Compensation	10,619.02	18,500.00	7,880.98
Life Insurance_ER	1,191.85	2,880.00	1,688.15
Other Benefits	140.15	500.00	359.85
Physical Exams	0.00	1,000.00	1,000.00
Protective Footwear	0.00	1,500.00	1,500.00
RX Glasses	0.00	500.00	500.00
Unemployment	0.00	400.00	400.00
Uniforms	2,637.21	6,000.00	3,362.79
Vision_ER	149.70	360.00	210.30
Total Payroll Benefits	60,924.57	146,769.00	85,844.43
Payroll Taxes			
Social Security/Medicare	**10,915.13**	**35,398.00**	**24,482.87**
Total Payroll Taxes	10,915.13	35,398.00	24,482.87
Total Personnel	218,308.19	340,406.92	122,098.73
Service Contracts			
Annual PT Report	0.00	5,000.00	5,000.00
BW Project Management	2,656.25	10,000.00	7,343.75
Copier Machine	435.34	2,500.00	2,064.66
FSE Layer in Survey	1,637.50	25,000.00	23,362.50
Gen/IU Compliance Assistance	1,167.50	10,000.00	8,832.50
IU Permit Updates	9,422.50	15,000.00	5,577.50
IU Survey	821.25	35,000.00	34,178.75
New IU Permits	0.00	10,000.00	10,000.00
NPDES Lab Services	10,323.35	40,000.00	29,676.65
Outside Services	7,047.85	50,000.00	42,952.15
PFAS Assistance	0.00	10,000.00	10,000.00
Pretreatment Services	8,801.55	40,000.00	31,198.45
Service Contracts	2,830.75	47,000.00	44,169.25
Temporary Services	0.00	10,000.00	10,000.00
Total Service Contracts	45,143.84	309,500.00	264,356.16
Project Expense			
Due and Subscriptions			
Memberships	0.00	1,500.00	1,500.00
Total Due and Subscriptions	0.00	1,500.00	1,500.00
Facilities			
Equipment Purchase	10,698.05	35,000.00	24,301.95
Equipment Repair	0.00	5,000.00	5,000.00
Pretreatment Equipment	0.00	7,000.00	7,000.00

District Operating
Statement of Activities - Actual vs Budget
Year To Date 08/31/2026

	Actual	Budget	Budget Diff
Total Facilities	10,698.05	47,000.00	36,301.95
Supplies			
Postage	2,684.71	5,500.00	2,815.29
Supplies General	18,975.19	61,000.00	42,024.81
Total Supplies	21,659.90	66,500.00	44,840.10
Misc Expenses			
Contingency	0.00	5,000.00	5,000.00
Public Relations	0.00	2,000.00	2,000.00
Safety	0.00	500.00	500.00
Total Misc Expenses	0.00	7,500.00	7,500.00
Printing and Publications			
Other Publications	0.00	1,000.00	1,000.00
Total Printing and Publications	0.00	1,000.00	1,000.00
Utilities			
Telephone	1,358.66	4,000.00	2,641.34
Total Utilities	1,358.66	4,000.00	2,641.34
Total General and Administrative Expenses	33,716.61	127,500.00	93,783.39
Total Expenditures	297,168.64	777,406.92	480,238.28
Change In Net Assets	**(297,168.64)**	**(777,406.92)**	**(480,238.28)**
+ Net Assets - Beginning	**(5,231,330.53)**	**0.00**	**297,168.64**
Net Assets - Ending	**(5,528,499.17)**	**(777,406.92)**	**(183,069.64)**

Maintenance

District Operating
Statement of Activities - Actual vs Budget
Year To Date 08/31/2026

	Actual	Budget	Budget Diff
Expenditures			
Personnel			
Salary and Wages			
Employee Wages	**426,393.16**	**435,350.79**	**8,957.63**
Overtime Wages	**15,193.14**	**80,500.00**	**65,306.86**
Total Salary and Wages	441,586.30	515,850.79	74,264.49
Payroll Benefits			
Continuing Education	7,175.49	24,000.00	16,824.51
Dental_ER	2,023.56	4,879.00	2,855.44
FR Uniform Service	4,467.09	16,000.00	11,532.91
Health Insurance_ER	128,477.10	313,646.00	185,168.90
IMRF Pension	6,301.46	24,829.00	18,527.54
Insurance Workers Compensation	29,552.37	41,000.00	11,447.63
Life Insurance_ER	3,501.76	8,470.00	4,968.24
Other Benefits	15.14	1,000.00	984.86
Physical Exams	1,025.00	1,000.00	(25.00)
Protective Footwear	646.89	5,400.00	4,753.11
RX Glasses	0.00	1,000.00	1,000.00
Unemployment	106.88	2,150.00	2,043.12
Uniforms	5,237.48	21,600.00	16,362.52
Vision_ER	375.04	904.00	528.96
Total Payroll Benefits	188,905.26	465,878.00	276,972.74
Payroll Taxes			
Social Security/Medicare	**32,831.19**	**98,928.00**	**66,096.81**
Total Payroll Taxes	32,831.19	98,928.00	66,096.81
Total Personnel	663,322.75	1,080,656.79	417,334.04
Occupancy			
Rental Easements	1,393.08	3,000.00	1,606.92
Total Occupancy	1,393.08	3,000.00	1,606.92
Service Contracts			
Contracted Grounds Services	54,338.00	41,000.00	(13,338.00)
Copier Machine	318.00	1,300.00	982.00
Generator Maint Services	15,495.47	53,000.00	37,504.53
Janitorial Services	28,236.00	91,797.00	63,561.00
Outside Services	1,741.62	23,500.00	21,758.38
Service Contracts	14,981.07	43,500.00	28,518.93
Temporary Services	0.00	38,000.00	38,000.00
Total Service Contracts	115,110.16	292,097.00	176,986.84
Project Expense			
Due and Subscriptions			
Memberships	0.00	500.00	500.00
USGS Creek Monitoring	16,900.00	17,500.00	600.00
Total Due and Subscriptions	16,900.00	18,000.00	1,100.00
Facilities			
Building	13,621.43	85,000.00	71,378.57
Electrical System Maint	32,648.84	170,000.00	137,351.16
Equipment Purchase	0.00	12,000.00	12,000.00
Equipment Rental	5,244.04	17,500.00	12,255.96

District Operating
Statement of Activities - Actual vs Budget
Year To Date 08/31/2026

	Actual	Budget	Budget Diff
Grounds	19,969.50	55,000.00	35,030.50
Mobile Equipment	23,468.12	81,000.00	57,531.88
Preventative Maintenance	21,722.11	70,000.00	48,277.89
Process Stationary Equipment	43,208.27	285,000.00	241,791.73
Solids Stationary Equipment	19,016.02	210,000.00	190,983.98
Total Facilities	178,898.33	985,500.00	806,601.67
Supplies			
Janitorial	1,274.66	11,000.00	9,725.34
Paint	604.09	2,000.00	1,395.91
Postage	0.00	2,000.00	2,000.00
Supplies General	15,217.43	77,000.00	61,782.57
Tools	5,375.25	21,000.00	15,624.75
Total Supplies	22,471.43	113,000.00	90,528.57
Misc Expenses			
Contingency	786.18	14,000.00	13,213.82
Public Relations	0.00	500.00	500.00
Safety	2,079.99	15,000.00	12,920.01
Total Misc Expenses	2,866.17	29,500.00	26,633.83
Utilities			
Fuel	19,401.72	65,000.00	45,598.28
Infor EAM Production	2,231.66	7,200.00	4,968.34
Telephone	4,115.55	13,500.00	9,384.45
Total Utilities	25,748.93	85,700.00	59,951.07
Total General and Administrative Expenses	246,884.86	1,231,700.00	984,815.14
Total Expenditures	1,026,710.85	2,607,453.79	1,580,742.94
Change In Net Assets	**(1,026,710.85)**	**(2,607,453.79)**	**(1,580,742.94)**
+ Net Assets - Beginning	**(21,933,430.84)**	**0.00**	**1,026,710.85**
Net Assets - Ending	**(22,960,141.69)**	**(2,607,453.79)**	**(554,032.09)**

District Operating
Statement of Activities - Actual vs Budget
Year To Date 08/31/2026

	Actual	Budget	Budget Diff
Expenditures			
Personnel			
Salary and Wages			
Employee Wages	**33,019.34**	**35,666.68**	**2,647.34**
Overtime Wages	**162.82**	**1,000.00**	**837.18**
Total Salary and Wages	33,182.16	36,666.68	3,484.52
Payroll Benefits			
Continuing Education	0.00	2,000.00	2,000.00
Dental_ER	96.85	232.00	135.15
Health Insurance_ER	3,381.72	8,117.00	4,735.28
IMRF Pension	483.39	2,017.00	1,533.61
Insurance Workers Compensation	582.95	1,000.00	417.05
Life Insurance_ER	258.25	620.00	361.75
Protective Footwear	0.00	300.00	300.00
RX Glasses	0.00	240.00	240.00
Unemployment	0.00	100.00	100.00
Uniforms	300.00	1,200.00	900.00
Vision_ER	19.05	46.00	26.95
Total Payroll Benefits	5,122.21	15,872.00	10,749.79
Payroll Taxes			
Social Security/Medicare	**2,527.50**	**8,036.00**	**5,508.50**
Total Payroll Taxes	2,527.50	8,036.00	5,508.50
Total Personnel	40,831.87	60,574.68	19,742.81
Project Expense			
Facilities			
Gas Monitor	7,993.40	24,500.00	16,506.60
Total Facilities	7,993.40	24,500.00	16,506.60
Supplies			
Supplies General	0.00	800.00	800.00
Total Supplies	0.00	800.00	800.00
Misc Expenses			
Contingency	0.00	1,000.00	1,000.00
Respiratory Fit Test	0.00	12,000.00	12,000.00
Safety	14,239.88	30,000.00	15,760.12
Safety Education	485.00	15,000.00	14,515.00
Total Misc Expenses	14,724.88	58,000.00	43,275.12
Utilities			
Telephone	317.73	740.00	422.27
Total Utilities	317.73	740.00	422.27
Total General and Administrative Expenses	23,036.01	84,040.00	61,003.99
Total Expenditures	63,867.88	144,614.68	80,746.80
Change In Net Assets	**(63,867.88)**	**(144,614.68)**	**(80,746.80)**
+ Net Assets - Beginning	**(589,739.20)**	**0.00**	**63,867.88**
Net Assets - Ending	**(653,607.08)**	**(144,614.68)**	**(16,878.92)**

Engineering

District Operating
Statement of Activities - Actual vs Budget
Year To Date 08/31/2026

	Actual	Budget	Budget Diff
Expenditures			
Personnel			
Salary and Wages			
Employee Wages	**94,932.17**	**103,073.24**	**8,141.07**
Total Salary and Wages	94,932.17	103,073.24	8,141.07
Payroll Benefits			
Continuing Education	0.00	1,500.00	1,500.00
Dental_ER	299.10	708.00	408.90
Health Insurance_ER	14,076.16	33,783.00	19,706.84
IMRF Pension	1,377.51	5,937.00	4,559.49
Insurance Workers Compensation	1,613.90	2,200.00	586.10
Life Insurance_ER	492.60	1,188.00	695.40
Protective Footwear	199.00	700.00	501.00
RX Glasses	0.00	250.00	250.00
Unemployment	0.00	350.00	350.00
Uniforms	600.00	2,400.00	1,800.00
Vision_ER	19.05	48.00	28.95
Total Payroll Benefits	18,677.32	49,064.00	30,386.68
Payroll Taxes			
Social Security/Medicare	**7,121.81**	**23,656.00**	**16,534.19**
Total Payroll Taxes	7,121.81	23,656.00	16,534.19
Total Personnel	120,731.30	175,793.24	55,061.94
Service Contracts			
Copier Machine	121.91	350.00	228.09
Engineering Services	38,221.25	105,000.00	66,778.75
JULIE Services	3,184.00	12,000.00	8,816.00
Service Contracts	609.13	0.00	(609.13)
Total Service Contracts	42,136.29	117,350.00	75,213.71
Project Expense			
Due and Subscriptions			
Memberships	0.00	500.00	500.00
Total Due and Subscriptions	0.00	500.00	500.00
Facilities			
Equipment Purchase	0.00	12,000.00	12,000.00
Total Facilities	0.00	12,000.00	12,000.00
Supplies			
Supplies General	3,475.62	3,000.00	(475.62)
Total Supplies	3,475.62	3,000.00	(475.62)
Printing and Publications			
Bid Advertisement	241.48	2,000.00	1,758.52
Total Printing and Publications	241.48	2,000.00	1,758.52
Utilities			
Telephone	1,469.46	1,560.00	90.54
Total Utilities	1,469.46	1,560.00	90.54
Total General and Administrative Expenses	5,186.56	19,060.00	13,873.44
Total Expenditures	168,054.15	312,203.24	144,149.09

Engineering

District Operating
Statement of Activities - Actual vs Budget
Year To Date 08/31/2026

	Actual	Budget	Budget Diff
Change In Net Assets	**(168,054.15)**	**(312,203.24)**	**(144,149.09)**
+ Net Assets - Beginning	**(1,583,446.74)**	**0.00**	**168,054.15**
Net Assets - Ending	**(1,751,500.89)**	**(312,203.24)**	**23,905.06**

Information Technology
Information Technology

District Operating
Statement of Activities - Actual vs Budget
Year To Date 08/31/2026

	Actual	Budget	Budget Diff
Expenditures			
Personnel			
Salary and Wages			
Employee Wages	**34,695.56**	**37,117.68**	**2,422.12**
Overtime Wages	**1,431.00**	**3,500.00**	**2,069.00**
Total Salary and Wages	36,126.56	40,617.68	4,491.12
Payroll Benefits			
Continuing Education	0.00	3,000.00	3,000.00
Dental_ER	96.85	232.00	135.15
Health Insurance_ER	3,426.36	8,224.00	4,797.64
IMRF Pension	515.86	2,138.00	1,622.14
Insurance Workers Compensation	582.95	800.00	217.05
Life Insurance_ER	258.25	620.00	361.75
Other Benefits	0.00	100.00	100.00
Protective Footwear	0.00	300.00	300.00
Uniforms	300.00	1,200.00	900.00
Vision_ER	19.05	46.00	26.95
Total Payroll Benefits	5,199.32	16,660.00	11,460.68
Payroll Taxes			
Social Security/Medicare	**522.87**	**8,519.00**	**7,996.13**
Total Payroll Taxes	522.87	8,519.00	7,996.13
Total Personnel	41,848.75	65,796.68	23,947.93
Service Contracts			
Computer Services	117,004.12	170,000.00	52,995.88
Total Service Contracts	117,004.12	170,000.00	52,995.88
Project Expense			
Due and Subscriptions			
Memberships	0.00	1,000.00	1,000.00
Total Due and Subscriptions	0.00	1,000.00	1,000.00
Supplies			
Supplies General	2,851.81	10,000.00	7,148.19
Total Supplies	2,851.81	10,000.00	7,148.19
Misc Expenses			
Contingency	0.00	7,000.00	7,000.00
Total Misc Expenses	0.00	7,000.00	7,000.00
Utilities			
Telephone	150.32	500.00	349.68
Total Utilities	150.32	500.00	349.68
Total General and Administrative Expenses	3,002.13	18,500.00	15,497.87
Total Expenditures	161,855.00	254,296.68	92,441.68
Change In Net Assets	**(161,855.00)**	**(254,296.68)**	**(92,441.68)**
+ Net Assets - Beginning	**(324,749.77)**	**0.00**	**161,855.00**
Net Assets - Ending	**(486,604.77)**	**(254,296.68)**	**69,413.32**

Equipment Replacement

BNWRD
Balance Sheet

	Year To Date 08/31/2026 Current Year Balance	Prior Year To Date 08/31/2025 Prior Year	Summary
Assets			
Current Assets			
Cash and Cash Equivalents	3,252,111.81	3,950,973.28	(698,861.47)
Other Current Assets	1,097,771.16	1,234,389.33	(136,618.17)
Total Current Assets	4,349,882.97	5,185,362.61	(835,479.64)
Long-term Assets			
Other Long-term Assets	781,453.00	669,099.00	112,354.00
Total Long-term Assets	781,453.00	669,099.00	112,354.00
Intangible Assets, Net			
Amortization	337,282.04	193,006.04	144,276.00
Total Intangible Assets, Net	(337,282.04)	(193,006.04)	(144,276.00)
Interfund Due from	19,056.21	0.00	19,056.21
Total Assets	**4,813,110.14**	**5,661,455.57**	**(848,345.43)**
Liabilities and Net Assets			
Liabilities			
Short-term Liabilities			
Accounts Payable	29,095.18	163,829.66	(134,734.48)
Other Short-term Liabilities	1,378,412.96	1,536,349.27	(157,936.31)
Total Short-term Liabilities	1,407,508.14	1,700,178.93	(292,670.79)
Interfund Due to	0.00	8,322.40	(8,322.40)
Total Liabilities	1,407,508.14	1,708,501.33	(300,993.19)
Net Assets	3,405,602.00	3,952,954.24	(547,352.24)
Total Liabilities and Net Assets	**4,813,110.14**	**5,661,455.57**	**(848,345.43)**

Water Reclamation District

Equipment Replacement
Statement of Activities - Actual vs Budget
Year To Date 08/31/2026

	Actual	Budget	Budget Diff
Operating Revenue			
Revenue - Other			
Interest Income	28,900.52	66,000.00	37,099.48
Investment Change	3,058.14	6,000.00	2,941.86
Investment Interest Income	6,537.36	7,200.00	662.64
Property Tax	0.00	900,000.00	900,000.00
Replacement Tax	117,842.24	400,000.00	282,157.76
State Grant Funding	0.00	261,780.00	261,780.00
Transfer In	175,249.98	701,000.00	525,750.02
Total Revenue - Other	331,588.24	2,341,980.00	2,010,391.76
Total Operating Revenue	331,588.24	2,341,980.00	2,010,391.76
Expenditures			
Service Contracts			
Bank	5,522.25	7,000.00	1,477.75
Total Service Contracts	5,522.25	7,000.00	1,477.75
Project Expense			
Facilities			
Actuator	5,353.47	75,000.00	69,646.53
ARC Flash PPE	1,380.00	9,000.00	7,620.00
Arc Flash Study	0.00	75,000.00	75,000.00
Building Maintenance	43,002.68	320,000.00	276,997.32
Carts	0.00	38,000.00	38,000.00
Computer Upgrades	28,837.06	75,000.00	46,162.94
Driveway & Concrete Repairs	698.07	100,000.00	99,301.93
Fixed Film System Repair	0.00	12,000.00	12,000.00
Flow Monitor Maintenance	30,227.30	100,000.00	69,772.70
GEVPS Rehab	0.00	37,000.00	37,000.00
Green Vehicle & Equipment	39,600.00	0.00	(39,600.00)
Grit Cleanout	3,850.00	250,000.00	246,150.00
Headworks Components	3,105.97	60,000.00	56,894.03
Heavy Equipment	268,362.00	0.00	(268,362.00)
Landscaping	0.00	20,000.00	20,000.00
Network Upgrades	367.00	0.00	(367.00)
Non-Potable System Repairs	9,536.89	28,000.00	18,463.11
PLC Upgrade	2,937.40	40,000.00	37,062.60
Process Instrumentation/Sampling	58,615.03	100,000.00	41,384.97
Pumps_EQF	23,490.23	375,000.00	351,509.77
Safety Equipment	51,447.95	57,000.00	5,552.05
SCADA Misc Programming	13,880.31	85,000.00	71,119.69
Security Enhancement	1,410.32	40,000.00	38,589.68
Sewer Televising	0.00	50,000.00	50,000.00
Software	136,885.97	275,000.00	138,114.03
Store Room Centralization	4,782.45	25,000.00	20,217.55
Tertiary Chemical Treatment	0.00	20,000.00	20,000.00
Tertiary Filter Media	5,897.80	30,000.00	24,102.20
Tractor	57,000.00	57,000.00	0.00
UV Materials	4,372.90	140,000.00	135,627.10
Vehicles_EQF	64,135.64	165,000.00	100,864.36
Total Facilities	859,176.44	2,658,000.00	1,798,823.56

Equipment Replacement
Statement of Activities - Actual vs Budget
Year To Date 08/31/2026

	Actual	Budget	Budget Diff
Misc Expenses			
Contingency	44,702.60	100,000.00	55,297.40
Total Misc Expenses	44,702.60	100,000.00	55,297.40
Total General and Administrative Expenses	903,879.04	2,758,000.00	1,854,120.96
Total Expenditures	909,401.29	2,765,000.00	1,855,598.71
Change In Net Assets	**(577,813.05)**	**(423,020.00)**	**154,793.05**
+ Net Assets - Beginning	**3,983,415.05**	**0.00**	**577,813.05**
Net Assets - Ending	**3,405,602.00**	**(423,020.00)**	**732,606.10**

Short Term Capital

BNWRD
Balance Sheet

	Year To Date 08/31/2026 Current Year Balance	Prior Year To Date 08/31/2025 Prior Year	Summary
Assets			
Current Assets			
Cash and Cash Equivalents	2,836,743.79	4,242,478.93	(1,405,735.14)
Other Current Assets	800,030.88	700,000.00	100,030.88
Total Current Assets	3,636,774.67	4,942,478.93	(1,305,704.26)
Total Assets	**3,636,774.67**	**4,942,478.93**	**(1,305,704.26)**
Liabilities and Net Assets			
Liabilities			
Short-term Liabilities			
Accounts Payable	484,749.50	169,769.76	314,979.74
Other Short-term Liabilities	800,030.88	700,000.00	100,030.88
Total Short-term Liabilities	1,284,780.38	869,769.76	415,010.62
Total Liabilities	1,284,780.38	869,769.76	415,010.62
Net Assets	2,351,994.29	4,072,709.17	(1,720,714.88)
Total Liabilities and Net Assets	**3,636,774.67**	**4,942,478.93**	**(1,305,704.26)**

Short Term Capital
Statement of Activities - Actual vs Budget
Year To Date 08/31/2026

	Actual	Budget	Budget Diff
Operating Revenue			
Revenue - Other			
Interest Income	27,752.18	102,000.00	74,247.82
Investment Change	1,818.01	6,000.00	4,181.99
Investment Interest Income	12,307.14	7,200.00	(5,107.14)
Misc Revenue	19,841.31	0.00	(19,841.31)
Property Tax	615,859.69	800,000.00	184,140.31
State Grant Funding	15,000.00	0.00	(15,000.00)
Transfer In	624,999.99	2,500,000.00	1,875,000.01
Total Revenue - Other	1,317,578.32	3,415,200.00	2,097,621.68
Total Operating Revenue	1,317,578.32	3,415,200.00	2,097,621.68
Expenditures			
Service Contracts			
Bank	1,940.52	5,000.00	3,059.48
Total Service Contracts	1,940.52	5,000.00	3,059.48
Project Expense			
Facilities			
Electrical System Rehab	0.00	200,000.00	200,000.00
Grant Writing	6,353.75	7,500.00	1,146.25
Insurance Assessment	0.00	25,000.00	25,000.00
Interceptor Grit Cleanout	0.00	650,000.00	650,000.00
Lab HVAC Construction	531,628.50	765,000.00	233,371.50
Lab HVAC Design	0.00	35,000.00	35,000.00
Land Purchase	1,500.00	200,000.00	198,500.00
Primary Dystor Rehab	292,433.25	390,000.00	97,566.75
SE Residuals HVAC Construction	0.00	123,750.00	123,750.00
SE Residuals HVAC Design	0.00	10,000.00	10,000.00
Septic Tank Reduction	486,239.45	400,000.00	(86,239.45)
Sewer Improvements	780,792.00	200,000.00	(580,792.00)
Structure Removal	22,385.00	0.00	(22,385.00)
Tree Removal & Landscaping	5,940.00	60,000.00	54,060.00
West Slough Box Sewers Rehab	0.00	200,000.00	200,000.00
Wetlands/Conservation Area	38,305.00	120,000.00	81,695.00
Total Facilities	2,165,576.95	3,386,250.00	1,220,673.05
Misc Expenses			
Contingency	126,621.04	100,000.00	(26,621.04)
Total Misc Expenses	126,621.04	100,000.00	(26,621.04)
Total General and Administrative Expenses	2,292,197.99	3,486,250.00	1,194,052.01
Total Expenditures	2,294,138.51	3,491,250.00	1,197,111.49
Change In Net Assets	**(976,560.19)**	**(76,050.00)**	**900,510.19**
+ Net Assets - Beginning	**3,328,554.48**	**0.00**	**976,560.19**
Net Assets - Ending	**2,351,994.29**	**(76,050.00)**	**1,877,070.38**

Water Reclamation District

Nutrient

BNWRD
Balance Sheet

	Year To Date 08/31/2026 Current Year Balance	Prior Year To Date 08/31/2025 Prior Year	Summary
Assets			
Current Assets			
Cash and Cash Equivalents	23,421,000.95	37,147,811.32	(13,726,810.37)
Accounts Receivable, Net	189,210.00	236,512.50	(47,302.50)
Other Current Assets	3,150,264.32	2,386,236.29	764,028.03
Total Current Assets	26,760,475.27	39,770,560.11	(13,010,084.84)
Interfund Due from	8,102,084.96	7,559,885.47	542,199.49
Total Assets	**34,862,560.23**	**47,330,445.58**	**(12,467,885.35)**
Liabilities and Net Assets			
Liabilities			
Short-term Liabilities			
Accounts Payable	3,551,698.77	611,347.68	2,940,351.09
Other Short-term Liabilities	2,996,514.31	2,945,891.82	50,622.49
Total Short-term Liabilities	6,548,213.08	3,557,239.50	2,990,973.58
Long Term Liabilities			
Other Long-term Liabilities	40,177,300.00	35,533,000.00	4,644,300.00
Total Long Term Liabilities	40,177,300.00	35,533,000.00	4,644,300.00
Interfund Due to	1,260,685.44	1,241,809.20	18,876.24
Total Liabilities	47,986,198.52	40,332,048.70	7,654,149.82
Net Assets	(13,123,638.29)	6,998,396.88	(20,122,035.17)
Total Liabilities and Net Assets	**34,862,560.23**	**47,330,445.58**	**(12,467,885.35)**

Water Reclamation District

Nutrient
Statement of Activities - Actual vs Budget
Year To Date 08/31/2026

	Actual	Budget	Budget Diff
Operating Revenue			
Revenue - Other			
Bond Issuance	0.00	32,325,000.00	32,325,000.00
Congressional Directed Spending	0.00	1,057,600.00	1,057,600.00
Interest Income	190,296.63	1,100,000.00	909,703.37
Investment Change	6,880.42	20,000.00	13,119.58
Investment Interest Income	6,049.04	14,000.00	7,950.96
Property Tax	1,505,443.94	2,996,621.00	1,491,177.06
State Grant Funding	0.00	2,272,000.00	2,272,000.00
Transfer In	166,666.66	2,000,000.00	1,833,333.34
Total Revenue - Other	1,875,336.69	41,785,221.00	39,909,884.31
Revenue - Services			
BNWRD_Permits	205,164.50	171,000.00	(34,164.50)
BTPWD_Permits	4,462.50	4,000.00	(462.50)
City of Bloomington_Permits	11,900.00	111,000.00	99,100.00
Town of Normal_Permits	23,800.00	111,000.00	87,200.00
Village of Downs_Permits	0.00	4,000.00	4,000.00
Total Revenue - Services	245,327.00	401,000.00	155,673.00
Total Operating Revenue	2,120,663.69	42,186,221.00	40,065,557.31
Expenditures			
Service Contracts			
Bank	3,513.47	10,000.00	6,486.53
Total Service Contracts	3,513.47	10,000.00	6,486.53
Project Expense			
Debt Service			
CMRC CHP Construction	167,420.06	982,800.00	815,379.94
CMRC P3 Headworks	103,027.73	604,800.00	501,772.27
HBT Nutrient Projects	(101,895.69)	450,000.00	551,895.69
Total Debt Service	168,552.10	2,037,600.00	1,869,047.90
Facilities			
2024 GIGO Goose Creek Restoration	20,464.00	1,792,125.00	1,771,661.00
2025 GIGO Sugar Creek Restoration	0.00	2,119,000.00	2,119,000.00
Builders Risk	13,744.00	0.00	(13,744.00)
CHP Construction_NUT	4,643,726.02	19,200,000.00	14,556,273.98
Clearview SD Consolidation_NUT	180,634.18	0.00	(180,634.18)
Construction Easements	17,000.00	0.00	(17,000.00)
Evergreen FS Rain Garden Construction	79,109.25	200,000.00	120,890.75
Evergreen FS Rain Garden Design	0.00	20,000.00	20,000.00
General Outreach	38,141.24	0.00	(38,141.24)
Goose Creek_NUT	7,504.75	0.00	(7,504.75)
Gridley St Rain Garden Construction	48,042.50	250,000.00	201,957.50
Gridley St Rain Garden Design	690.00	25,000.00	24,310.00
Highland Park Stormwater Outlet Design	0.00	125,000.00	125,000.00
Legal Services_NUT	0.00	10,000.00	10,000.00
Lobbyist	8,500.00	54,000.00	45,500.00
MCSWCD	0.00	105,000.00	105,000.00
Nutrient Sensor	933.00	20,000.00	19,067.00
OPPI Insurance	21,171.50	0.00	(21,171.50)
Plant 1 Headworks	43,161.88	725,000.00	681,838.12

Water Reclamation District

Nutrient
Statement of Activities - Actual vs Budget
Year To Date 08/31/2026

	Actual	Budget	Budget Diff
Plant 3 Headworks Construction	531,506.96	8,300,000.00	7,768,493.04
PLC Upgrades_NUT	89,912.45	225,000.00	135,087.55
Residuals & Influent PS Improvements Design	353,987.26	1,456,260.00	1,102,272.74
Sugar Creek Watershed	32,045.37	0.00	(32,045.37)
Sugar Creek_NUT	51,095.01	34,400.00	(16,695.01)
Sunnyside Park Sustainability_Construction	0.00	3,700,000.00	3,700,000.00
Sunnyside Park Sustainability_Design	72,290.00	0.00	(72,290.00)
Wastewater Regionalization	39,853.51	75,000.00	35,146.49
WIFIA	0.00	13,000.00	13,000.00
Total Facilities	6,293,512.88	38,448,785.00	32,155,272.12
Misc Expenses			
Contingency	86,003.57	25,000.00	(61,003.57)
Total Misc Expenses	86,003.57	25,000.00	(61,003.57)
Interfund Transfers			
Transfer to WIFIA Fund	**6,620,900.00**	**0.00**	**(6,620,900.00)**
Total Interfund Transfers	6,620,900.00	0.00	(6,620,900.00)
Total General and Administrative Expenses	13,168,968.55	40,511,385.00	27,342,416.45
Total Expenditures	13,172,482.02	40,521,385.00	27,348,902.98
Change In Net Assets	**(11,051,818.33)**	**1,664,836.00**	**12,716,654.33**
+ Net Assets - Beginning	**(2,071,819.96)**	**0.00**	**11,051,818.33**
Net Assets - Ending	**(13,123,638.29)**	**1,664,836.00**	**23,768,472.66**

IEPA Loan Retirement

BNWRD
Balance Sheet

	Year To Date 08/31/2026 Current Year Balance	Prior Year To Date 08/31/2025 Prior Year	Summary
Assets			
Current Assets			
Cash and Cash Equivalents	1,127,501.08	1,475,617.18	(348,116.10)
Other Current Assets	886,314.72	936,768.61	(50,453.89)
Total Current Assets	2,013,815.80	2,412,385.79	(398,569.99)
Loans Receivable	1,043,293.52	1,874,717.01	(831,423.49)
Total Assets	**3,057,109.32**	**4,287,102.80**	**(1,229,993.48)**
Liabilities and Net Assets			
Liabilities			
Short-term Liabilities			
Accounts Payable	728,250.98	728,250.98	0.00
Other Short-term Liabilities	1,545,170.66	1,101,639.66	443,531.00
Total Short-term Liabilities	2,273,421.64	1,829,890.64	443,531.00
Long Term Liabilities			
Other Long-term Liabilities	2,518,745.89	4,261,083.04	(1,742,337.15)
Total Long Term Liabilities	2,518,745.89	4,261,083.04	(1,742,337.15)
Total Liabilities	4,792,167.53	6,090,973.68	(1,298,806.15)
Net Assets	(1,735,058.21)	(1,803,870.88)	68,812.67
Total Liabilities and Net Assets	**3,057,109.32**	**4,287,102.80**	**(1,229,993.48)**

IEPA Loan Retirement
Statement of Activities - Actual vs Budget
Year To Date 08/31/2026

	Actual	Budget	Budget Diff
Operating Revenue			
Revenue - Other			
CSO Loan	415,711.75	729,472.00	313,760.25
Interest Income	3,612.87	4,200.00	587.13
Property Tax	568,512.60	886,315.00	317,802.40
Total Revenue - Other	987,837.22	1,619,987.00	632,149.78
Total Operating Revenue	987,837.22	1,619,987.00	632,149.78
Expenditures			
Service Contracts			
Bank	124.27	100.00	(24.27)
Total Service Contracts	124.27	100.00	(24.27)
Project Expense			
Debt Service			
EPA Loan 2499 - CSO Phase I	169,919.01	169,919.00	(0.01)
EPA Loan 2613 - CSO Phase 2/3	522,933.90	1,045,868.00	522,934.10
EPA Loan 2784 - UltraViolet	205,317.08	410,634.00	205,316.92
Total Debt Service	898,169.99	1,626,421.00	728,251.01
Total General and Administrative Expenses	898,169.99	1,626,421.00	728,251.01
Total Expenditures	898,294.26	1,626,521.00	728,226.74
Change In Net Assets	**89,542.96**	**(6,534.00)**	**(96,076.96)**
+ Net Assets - Beginning	**(1,824,601.17)**	**0.00**	**(89,542.96)**
Net Assets - Ending	**(1,735,058.21)**	**(6,534.00)**	**(185,619.92)**

Water Reclamation District

WIFIA

BNWRD
Balance Sheet

	Year To Date 08/31/2026 Current Year Balance	Prior Year To Date 08/31/2025 Prior Year	Summary
Assets			
Current Assets			
Cash and Cash Equivalents	1,605,395.40	1,936,577.29	(331,181.89)
Total Current Assets	1,605,395.40	1,936,577.29	(331,181.89)
Interfund Due from	1,241,629.23	1,241,629.23	0.00
Total Assets	**2,847,024.63**	**3,178,206.52**	**(331,181.89)**
Liabilities and Net Assets			
Liabilities			
Short-term Liabilities			
Accounts Payable	3,360,268.18	5,657,983.66	(2,297,715.48)
Other Short-term Liabilities	0.00	(470,911.60)	470,911.60
Total Short-term Liabilities	3,360,268.18	5,187,072.06	(1,826,803.88)
Long Term Liabilities			
Other Long-term Liabilities	50,800,057.62	28,687,966.54	22,112,091.08
Total Long Term Liabilities	50,800,057.62	28,687,966.54	22,112,091.08
Interfund Due to	8,102,450.35	7,560,250.86	542,199.49
Total Liabilities	62,262,776.15	41,435,289.46	20,827,486.69
Net Assets	(59,415,751.52)	(38,257,082.94)	(21,158,668.58)
Total Liabilities and Net Assets	**2,847,024.63**	**3,178,206.52**	**(331,181.89)**

Water Reclamation District

WIFIA
Statement of Activities - Actual vs Budget
Year To Date 08/31/2026

	Actual	Budget	Budget Diff
Operating Revenue			
Revenue - Other			
Bond Issuance	0.00	8,350,000.00	8,350,000.00
Interest Income	11,257.89	2,500.00	(8,757.89)
Local Borrowing	3,000,000.00	0.00	(3,000,000.00)
State Grant Funding	0.00	5,000,000.00	5,000,000.00
State Revolving Loan Fund	717,451.88	4,556,155.57	3,838,703.69
Transfer In	6,820,900.00	400,000.00	(6,420,900.00)
Total Revenue - Other	10,549,609.77	18,308,655.57	7,759,045.80
Total Operating Revenue	10,549,609.77	18,308,655.57	7,759,045.80
Expenditures			
Service Contracts			
Bank	36.84	2,000.00	1,963.16
Total Service Contracts	36.84	2,000.00	1,963.16
Project Expense			
Debt Service			
HBT Lining Projects	(256,863.22)	800,000.00	1,056,863.22
Total Debt Service	(256,863.22)	800,000.00	1,056,863.22
Facilities			
Autozone CSO #13 Construction	980,865.77	1,100,000.00	119,134.23
Autozone CSO #13 Design	0.00	55,000.00	55,000.00
Kelsey Street Sewer	80,331.00	85,000.00	4,669.00
Northwest Interceptor Construction	2,000.00	9,000,000.00	8,998,000.00
Northwest Interceptor Design	141,210.00	1,376,000.00	1,234,790.00
Phase 5A - West Plant Construction	291,905.91	0.00	(291,905.91)
Phase 5A - West Plant Design	394,757.33	2,500,000.00	2,105,242.67
SE Nutrient Upgrade Designs	0.00	481,000.00	481,000.00
Southeast Plant Construction	354,081.36	4,000,000.00	3,645,918.64
West Branch Sewer	1,336,093.91	1,614,000.00	277,906.09
Total Facilities	3,581,245.28	20,211,000.00	16,629,754.72
Total General and Administrative Expenses	3,324,382.06	21,011,000.00	17,686,617.94
Total Expenditures	3,324,418.90	21,013,000.00	17,688,581.10
Change In Net Assets	**7,225,190.87**	**(2,704,344.43)**	**(9,929,535.30)**
+ Net Assets - Beginning	**(66,640,942.39)**	**0.00**	**(7,225,190.87)**
Net Assets - Ending	**(59,415,751.52)**	**(2,704,344.43)**	**(17,154,726.17)**

Bloomington and Normal
Water
Reclamation
District

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BLOOMINGTON & NORMAL WATER RECLAMATION DISTRICT

CONSENT AGENDA B

BOARD MEETING DATE: September 14, 2026

SUBJECT: Review and Approve the Minutes of the August 2026 Regular Meeting & Special Session

PREPARED BY: Andrew Coffey, Administrative Assistant

REVIEWED BY: Jake Callahan, Assistant Executive Director

STAFF RECOMMENDATION: That the reading of the August 2026 Meetings minutes be dispensed with and the minutes approved as printed.

ATTACHMENT: August 2026 Meeting Minutes

BACKGROUND: The Board minutes of August 2026 have been reviewed. In compliance with the Open Meetings Act, Board minutes must be approved within thirty (30) days after the meeting. In accordance with the Open Meetings Act, Board minutes are made available for public inspection within ten (10) days after approval.

STRATEGIC PLAN ALIGNMENT:

☒Goal I – Compliance & Reliability

☐Goal II – Workforce Excellence

☒Goal III – Public Trust

☐Goal IV – Financial Stability

☐Goal V – Capital Stewardship

Alignment Narrative:

Approval of Board meeting minutes supports compliance with the Open Meetings Act and promotes transparency and public trust.

BUDGET IMPACT: None

Minutes of August 10, 2026, BNWRD Regular Meeting

The Regular Meeting of the Bloomington and Normal Water Reclamation District was called to order at 4:00 p.m., Monday, August 10, 2026, at the Bloomington and Normal Water Reclamation District's West Plant Board Room.

Upon roll call, Trustee Feid, via Teams, Trustee Behrens, and Trustee Brehm. In attendance for the District were Jake Callahan, Assistant Executive Director; Shawn Maurer; District Engineer, Andrew Coffey, Administrative Assistant; Jessica Runge, Finance Manager, Zach Knight, Engineer Manager, the Farnsworth Group; Brent Perz, Vice President of Water Group, Baxter & Woodman, Inc, and Mark Gockowski, Assistant Wastewater Department Manager, Baxter & Woodman, Inc, via Teams.

Motion by Trustee Feid allowing Trustee Behrens to serve as President Pro Tem for this meeting, seconded by Trustee Brehm, and the motion passed.

Motion by Trustee Behrens allowing Trustee Feid to participate via Teams, seconded by Trustee Brehm, and the motion passed.

Trustee Behrens opened the meeting to receive Public Comments. No public comments were received.

Trustee Behrens introduced Recognition and Appointments. Assistant Executive Director Callahan advised that there were none.

Trustee Behrens introduced the Operations Report. Assistant Executive Director Callahan provided the July 2026 Operations report for the West and Southeast Plants. Both wastewater facilities were in full permit compliance with effluent limits. The West Plant treated an average of 17.9 million gallons per day of wastewater during June, 79.5% of the design average flow. Water analysis revealed that the monthly average for total suspended solids was 2.2 mg/L, ammonia nitrogen levels at 0.20 mg/L, carbonaceous biological oxygen demand at 4.5 mg/L, and the daily minimum of dissolved oxygen was 6.4 mg/L. The SE Plant treated an average of 3.9 million gallons per day of wastewater, 52% of the design average flow. Water analysis leaving the plant showed a monthly average for total suspended solids of 1.2 mg/L, ammonia nitrogen levels of 0.32 mg/L, and a carbonaceous biological oxygen demand of 2.2 mg/L. The daily minimum dissolved oxygen level was 7.9 mg/L.

Assistant Executive Director Callahan highlighted that District employee Jason Beach passed his Class 1 IEPA Operator's exam. He has been with the District since 2019 and continues to do a great job.

Trustee Feid asked about the SE Plant Effluent Ammonia Nitrogen spike. Assistant Executive Director Callahan responded that the elevated effluent ammonia was well below the permit limit, but the bump was likely due to the new system coming online and some tanks going offline. Tests are done daily to ensure appropriate inventory for the biological system.

Trustee Behrens introduced Farnsworth Group Engineering Manager Knight. Mr. Knight went over the report that was included in the board packet.

Trustee Brehm expressed her appreciation for the Colonial Meadows project. Trustee Behrens asked if the City of Bloomington has shown interest in the annexation of that area. Mr. Knight said that there have been discussions with the City who is currently reviewing the legal framework.

Trustee Behrens introduced the Baxter & Woodman Engineering Report. Brent Perz, Vice President of Water Group, went over the report that was included in the board packet.

Trustee Behrens introduced Old Business. Assistant Executive Director Callahan advised that there were none.

Trustee Behrens introduced the Consent Agenda, items A through F.

A. **Approve the Monthly Financial Transactions.**
B. **Review and Approve the Minutes of the July 2026 Regular Meeting, Special Bond Hearing, Reconvened Meeting, and Executive Session.**
C. **Status Report on easement acquisition for infrastructure projects and Approval for the Easement with Charles Winks and Winks Shell, LLC.**
D. **Authorization to enter into an Inter-Governmental Agreement with Ecology Action Center for the Tree Corp Program.**
E. **Consideration and Approval of Ordinance 2026-22, Authorizing Disposal of Certain Real Property owned by the Bloomington and Normal Water Reclamation District.**
F. **Approve the Contract to sell five acres of surplus property located at 2018 W. Oakland Ave. to Bellas Landscaping LLC.**

Motion by Trustee Brehm, to approve the Consent Agenda, seconded by Trustee Feid, and the motion passed.

Trustee Behrens introduced Annexations, item A, Consideration and Approval of Annexation Ordinance 2026-19 and the Petition to Annex parcel 21-01-376-005 commonly located at 3020 E Oakland Avenue. Assistant Executive Director Callahan stated this property is part of the septic tank reduction program. Motion by Trustee Brehm to Approve the Annexation Petition and Ordinance 2026-19, seconded by Trustee Feid, and the motion passed unanimously.

Trustee Behrens introduced item B, Consideration and Approval of Annexation Ordinance 2026-20 and the Petition to Annex parcel 21-16-303-001 commonly located at 304 W Hamilton

Road. Assistant Executive Director Callahan stated this property is part of the septic tank reduction program. Motion by Trustee Brehm, to Approve the Annexation Petition and Ordinance 2026-20, seconded by Trustee Feid, and the motion passed unanimously.

Trustee Behrens introduced item C, Consideration and Approval of Annexation Ordinance 2026-21 and the Petition to Annex parcel 21-16-302-011 commonly located at 408 W Hamilton Road. Assistant Executive Director Callahan stated this property is part of the septic tank reduction program. Motion by Trustee Brehm to Approve the Annexation Petition and Ordinance 2026-21, seconded by Trustee Feid, and the motion passed unanimously.

Trustee Behrens introduced the Executive Session. Assistant Executive Director Callahan advised that there were none.

Trustee Behrens introduced New Business, item A, Accept Ameren Illinois Proposal for the West Plant Biotower Pump Station Power Feed Relocation. Assistant Executive Director Callahan stated that during Phase 5A design, staff identified a conflict between an existing Ameren power line that feeds the biotower pump station and proposed improvements to the primary clarifiers. If approved, this would allow Ameren to relocate the power line before the start of construction for Phase 5A. Timing is crucial to preventing any delays to the Phase 5A project.

Trustee Behrens questioned the amount of forestry required and whether the District has a contractor in mind for the work. District Engineer Maurer stated that a couple contractors have provided similar work before and a request for quotes will be made.

Trustee Behrens stated that this would also include the installation of two remote switches so that Ameren can better deal with line outages on either side of the West Plant. Trustee Feid asked if this could be looked at as an enhancement. Trustee Behrens replied affirmatively.

Motion by Trustee Brehm, to accept Ameren Illinois proposal to relocate the Biotower Pump Station power feed for $291,905.91, subject to final engineering and legal review, seconded by Trustee Feid, and the motion passed.

Motion by Trustee Brehm seconded by Trustee Feid, to adjourn the meeting, and the motion passed viva voce at 4:17 p.m.

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Jeffrey K. Feid, President,
Board of Trustees, Bloomington, and Normal
Water Reclamation District

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Joan Brehm, District Clerk

Minutes of August 27, 2026, BNWRD Special Session

The Special Session of the Bloomington and Normal Water Reclamation District was called to order at 3:30 p.m., Thursday, August 27, 2026, at the Bloomington and Normal Water Reclamation District's West Plant Board Room.

Upon roll call, Trustee Behrens, and Trustee Brehm answered present. In attendance for the District were Tim Ervin, Executive Director; Jake Callahan, Assistant Executive Director; Josh Stevens, Director of Operations & Maintenance; Andrew Coffey, Administrative Assistant; Attorney Elizabeth Megli, Partner with Livingston Barger, via phone.

Motion by Trustee Brehm allowing Trustee Behrens to serve as President Pro Tem for this meeting, seconded by Trustee Behrens, and the motion passed.

Trustee Behrens opened the meeting to receive Public Comments. No public comments were received.

Trustee Behrens introduced New Business item A, Consideration and Approval of Resolution 2026-19 Approving the Open Space Lands Acquisition and Development (OSLAD) Grant to Certify that the Bloomington Normal Water Reclamation District has Sufficient Funds to Complete the Southeast Wastewater Treatment Plant, Kenneth L. Schroeder Wildlife Sanctuary Outdoor Recreation Enhancements Project within a Three (3) Year Period if Notified of the OSLAD Grant Award.

Executive Director Ervin mentioned supporting the sanctuary's long-term resiliency; staff coordinated with the Farnsworth Group's ecological team to develop a Habitat Enhancement Five-Year Phasing Plan. The plan identifies approximately $6.4 million in potential environmental and recreational improvements. To begin the rehabilitation work, staff plans to submit an OSLAD application focusing on priority maintenance needs and targeted enhancements to improve the visitor experience. The grant application includes $570,000 in project costs, with OSLAD funding covering $285,000 and the District providing the required $285,000 match.

The OSLAD grant application submittal deadline is August 31, 2026. The application package requires the submittal of an official resolution from its governing board in support of the proposed project. This resolution confirms the board's authorization to apply for the grant, its commitment to provide any required matching funds, and its agreement to comply with all program requirements if awarded. Including this resolution demonstrates that the project has formal approval, financial backing, and organizational commitment, which are essential for the Illinois

Department of Natural Resources to consider the application complete and eligible for review. Staff requests the Board of Trustees to approve the resolution.

Trustee Brehm stated that she loves the plan and is excited to see the improvements. She said that the Public is visiting the wildlife sanctuary more each year and questioned if there are any plans for adding restroom facilities. Executive Director Ervin requested time for District staff to research before answering. Trustee Brehm replied that she was okay with staff researching it before answering.

Trustee Behrens complimented District staff on completing multiple maintenance projects across the various District properties.

Motion by Trustee Brehm, seconded by Trustee Behrens, to approve item A, and the motion passed.

Motion Trustee Brehm seconded by Trustee Behrens, to adjourn the meeting, and the motion passed viva voce at 3:35 p.m.

____
Jeffrey K. Feid, President
Board of Trustees, Bloomington, and Normal
Water Reclamation District

____
Joan Brehm, District Clerk

BLOOMINGTON & NORMAL
WATER RECLAMATION DISTRICT

CONSENT AGENDA C

BOARD MEETING DATE: September 14, 2026

SUBJECT: Easement acquisition for the Septic-to-Sewer Program for East Oakland Avenue

PREPARED BY: Timothy L. Ervin, Executive Director

REVIEWED BY: Duane Lindeman, Engineer & Shawn Maurer, Engineer

STAFF RECOMMENDATION: Acceptance of the seven easements to complete Phase 1 of the Septic-to-Sewer E. Oakland Avenue Project.

ATTACHMENTS: Easement(s) for each property.

BACKGROUND: The septic-to-sewer program supports connecting parcels currently served by septic systems to an available municipal sewer collection system. While septic systems treat wastewater through an on-site tank and drain field, they can create environmental and property risks if they are not properly maintained or if they fail. Overflowing tanks, leaks, or failed drain fields can allow untreated or partially treated effluent to contaminate groundwater, surface water, and surrounding soils, potentially causing odors, surface water pollution, and health concerns for nearby residents. Connecting these parcels to the municipal sewer system reduces those risks by providing centralized wastewater treatment through infrastructure designed for higher wastewater volumes and regular maintenance.

Priority parcels are generally located near streams or other water sources. Septic systems along East Oakland Avenue are a particular concern because they are near the water well serving the Colonial Meadows subdivision. For this reason, removing septic tanks in this area of the Little Kickapoo Watershed has been a priority to protect public health and the watershed ecosystem.

As part of the septic-to-sewer program, the District identified seven easements needed to support the connection of the affected parcels to the municipal sewer collection system. The Farnsworth Group assisted the District by preparing the easement documents for each of the seven parcels, helping ensure the necessary property rights are in place as construction progressed.

The table below identifies the seven easements acquired as part of Phase 1 of the East Oakland Avenue septic-to-sewer project. These easements provide the property access and rights needed to remove existing septic tanks and connect the affected parcels to the municipal sewer collection system. Completion of these easements allows Phase 1 to move forward and establishes the framework for the next phase of work.

Phase 2 is expected to begin in the coming months near the intersection of Hershey Road and Oakland Avenue. From that location, the project is anticipated to proceed east along Oakland Avenue and include sewer connections for five parcels on the north side of the road, as well as additional parcels on the south side once the final scope is determined. Upon this projects completion, a major corridor will be transitioned from being served by septic tanks to the existing sanitary sewer system.

Easements Acquisition Schedule		
21-01-376-008	3026 E Oakland Avenue	Charles & Tina Evans
21-01-376-007	3024 E Oakland Avenue	Fred Barnes
21-01-376-006	3022 E Oakland Avenue	Fred & Sandra Barnes
21-01-376-005	3020 E Oakland Avenue	Michael & Nicole Van Gilder
21-01-376-004	3018 E Oakland Avenue	Gary Lambert
21-01-376-003	3016 E Oakland Avenue	Robert Rewerts
21-01-352-007	3014 E Oakland Avenue	Gregory & Louise Darnall

Staff request the Board of Trustees accept these seven easements.

STRATEGIC PLAN ALIGNMENT:

☒Goal I – Compliance & Reliability

☐Goal II – Workforce Excellence

☐Goal III – Public Trust

☒Goal IV – Financial Stability

☒Goal V – Capital Stewardship

Alignment Narrative: The District's septic-to-sewer program improves water quality in the Little Kickapoo Creek Watershed by using existing underground sewer infrastructure to eliminate septic systems while also expanding the customer base.

BUDGET IMPACT: The District incurred no costs to secure the easements. Participation in the septic-to-sewer program requires landowners to assist the District in obtaining any necessary easements.

CONSENT AGENDA D

BOARD MEETING DATE: September 14, 2026

SUBJECT: Consideration and Approval of Resolution 2026-20, Establishing an Intergovernmental Agreement with the City of Bloomington for Siting and Maintaining Drone Docking Stations and Public Safety Camera Infrastructure

PREPARED BY: Jake Callahan, Assistant Executive Director

REVIEWED BY: Ian Magerl, IT Manager; Attorney Elizabeth Megli, Partner with Livingston, Barger, Brandt, and Schroeder

STAFF RECOMMENDATION: Approval of Resolution 2026-20 and Ratify the IGA with City of Bloomington.

ATTACHMENT: Resolution 2026-20 and Intergovernmental Agreement

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BACKGROUND: The City of Bloomington Police Department (BPD) is expanding its real-time crime reduction and emergency response capabilities through the deployment of Drone-as-First Responder (DFR) technology. The program utilizes semi-autonomous drones that can be dispatched to high-priority incidents and arrive on scene before first responders.

In May 2026, BPD contacted District staff about using the West Plant property as a potential host site because of its geographic location. Due to ongoing and planned major treatment plant construction at the West Plant, staff recommended using the CSO Lagoon site instead to avoid access conflicts and minimize potential operational impacts. The BPD also expressed interest in enhancing their east side coverage area as well. The District's GE Valley Pump Station site was evaluated and is a probable second location.

In addition to supporting a public safety initiative, the presence of drone docking stations and public safety cameras on District property has the potential to provide the District ancillary security benefits by enhancing situational awareness at select District facilities and strengthening coordination with local law enforcement.

The proposed Intergovernmental Agreement (IGA) authorizes the City to install and maintain drone docking stations and public safety camera infrastructure at two District sites; CSO Lagoon and GE Valley Pump Station. The IGA requires the City to provide and maintain its own communications equipment, obtain telecommunications service directly from its provider, and maintain separation from District business and SCADA networks.

STRATEGIC PLAN ALIGNMENT:

☐Goal I – Compliance & Reliability

☐Goal II – Workforce Excellence

☒Goal III – Public Trust

☐Goal IV – Financial Stability

☐Goal V – Capital Stewardship

Alignment Narrative:

This action supports Goal III—Public Trust by engaging with the City of Bloomington for public safety infrastructure while maintaining appropriate protections for District facilities, operations, and network systems.

BUDGET IMPACT: There are no impacts to the budget.

Resolution 2026- 20

A Resolution Adopting the Intergovernmental Agreement Between the Bloomington Normal Water Reclamation District and the City of Bloomington for Siting and Maintaining Drone Docking Stations and Public Safety Camera Infrastructure

WHEREAS, pursuant to Article VII, Section 10 of the 1970 Constitution of the State of Illinois, and the Illinois Intergovernmental Cooperation Act (5 ILCS 220/1, et seq.), units of local government in the State of Illinois may contract between themselves to obtain or share services and to exercise or combine functions which either of the units of local government is authorized by law to perform; and,

WHEREAS, the Bloomington and Normal Water Reclamation District (BNWRD) is an Illinois unit of local government under the Sanitary District Act of 1917 (70 ILCS 2405) and the City of Bloomington is a home rule municipality (City); and,

WHEREAS, the City of Bloomington Police Department ("BPD") is implementing Drone-As-First-Responder technology, requiring fixed drone docking stations with reliable access to power, networking, and secure physical sites; and,

WHEREAS, the BNWRD has the ability and willingness to provide access to physical sites, electrical power, and network resources at certain BNWRD-locations; and,

WHEREAS, the City desires to install, operate, and maintain drone docks and public safety cameras on BNWRD property, at locations approved by the BNWRD; and,

WHEREAS, the BNWRD wishes to allow for installation, operation and maintenance of the drone docks and safety cameras on BNWRD property, in accordance with the terms of the "Intergovernmental Agreement Between the Bloomington Normal Water Reclamation District and the City of Bloomington for Siting and Maintaining Drone Docking Stations and Public Safety Camera Infrastructure" (the "Agreement").

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE BLOOMINGTON AND NORMAL WATER RECLAMATION DISTRICT:

Section 1: That the preambles set forth above are true and correct and are incorporated herein by reference as if fully set forth herein.

Section 2: That a copy of said Agreement is attached hereto, made a part hereof, and incorporated by reference herein as Exhibit "A".

Section 3: That the Board of Trustees of the Bloomington and Normal Water Reclamation District hereby authorizes, empowers, and directs the President to execute the Agreement.

Section 4. That the acceptance of the Agreement is hereby conditioned upon receiving the resolution adopted by the City, approving the terms of the Agreement and ordering its terms implemented.

Resolved this 14th day of September 2026.

____
Jeffrey K. Feid, President
Bloomington Normal Water
Reclamation District, Board of
Trustees

ATTEST:

____
Joan Brehm
District Clerk

INTERGOVERNMENTAL AGREEMENT BETWEEN THE BLOOMINGTON NORMAL WATER RECLAMATION DISTRICT AND THE CITY OF BLOOMINGTON FOR SITING AND MAINTAINING DRONE DOCKING STATIONS AND PUBLIC SAFETY CAMERA INFRASTRUCTURE

THIS INTERGOVERNMENTAL AGREEMENT FOR SITING AND MAINTAINING DRONE DOCKING STATIONS AND PUBLIC SAFETY CAMERA INFRASTRUCTURE ("Agreement") is entered into by and between the City of Bloomington (hereinafter, "City") and the Bloomington Normal Water Reclamation District (hereinafter, "BNWRD"). The City and the BNWRD may be collectively referred to herein as the "Parties".

RECITALS

WHEREAS, Article VII, Section 10 of the Illinois Constitution and the Illinois Intergovernmental Cooperation Act, as amended (5 ILCS 220/1 et seq.), authorizes, permits, and encourages, units of local government to enter into intergovernmental agreements to exercise, combine, transfer, and enjoy jointly any power or powers exercised by any of them; and

WHEREAS, the BNWRD is a special district formed under the Illinois Sanitary District Act of 1917 (70 ILCS 2405); and

WHEREAS, the City of Bloomington Police Department ("BPD") is implementing Drone-as-First-Responder ("DFR") technology requiring fixed drone docking stations with reliable access to power, networking, and secure physical sites; and

WHEREAS, the following BNWRD locations and infrastructure have been identified as highly suitable locations to support drone docking station and public safety camera infrastructure, name, (1) the BNWRD West Lagoon at 1920 W. Washington Street; (2) the BNWRD GE Valley Pump Station at 1 Tiehack Circle; and may include (3) certain other BNWRD communication towers, buildings, pump stations, and other structural assets as determined and agreed to by the Parties; and

WHEREAS, the BNWRD has the ability and willingness to provide access to physical sites, electrical power, and network resources as mutually agreed upon by the Parties; and

WHEREAS, the City desires authorization to install, operate, and maintain drone docking stations and public safety cameras on BNWRD property; and

WHEREAS, the BNWRD is willing to grant such authorization subject to the terms of and conditions of this Agreement.

NOW, THEREFORE, for and in consideration of the mutual premises contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the City and BNWRD mutually agree as set forth below.

1. **Incorporation of Preambles.** That the preambles set forth above are true and correct and hereby incorporated herein by reference as if fully set forth herein.

2. **Purpose**. The purpose of this Agreement is to permit the City to install, maintain, and operate the following: (a) Drone Docking Stations including associated equipment, radios, security camera(s), antennas, concrete pads, cabling, surge protection, and network connections; and (b) Public Safety Cameras and related equipment on BNWRD towers, buildings, and other infrastructure, as determined by the City and approved by the BNWRD (collectively, the "COB PD Equipment"). The BNWRD reserves the right to decline a request for installation of COB PD Equipment at any proposed location, in its sole discretion. At any approved location, BNWRD may provide supporting power for the COB PD Equipment, using BNWRD infrastructure, as agreed to by the Parties. This Agreement establishes responsibilities for siting, installation, maintenance, access, and liability.

3. **Establishing Sites for Location of COB PD Equipment.**

3.1 *Approved Sites*. The Parties acknowledge and agree that the Initial sites for installation of the COB PD Equipment, and approved by the BNWRD, are the (a) BNWRD West Lagoon, 1920 W. Washington Street, Bloomington, Illinois, and (b) BNWRD GE Valley Pump Station, 1 Tiehack Circle, Bloomington, Illinois.

3.2 *Subsequent Site Approval*. In the event that the City wishes to install COB PD Equipment at one or more subsequent or alternative sites, it shall give notice thereof to the BNWRD Executive Director, which shall facilitate access to BNWRD sites, at the mutual convenience of the Parties, taking into consideration BNWRD operational needs and site impacts, so that the City may evaluate potential locations, including, but not limited to, a site's desirability and the extent to which utilizing said site shall meet the needs of the City. In the event the City identifies one or more potential sites as subsequent, or alternative, locations, the City shall make a formal request to the BNWRD Executive Director, identifying the locations the City desires to utilize. The BNWRD shall evaluate each request and respond thereto within a reasonable period of time, after evaluating the impact of the City's use on each potential location. The BNWRD shall have the sole and exclusive right and authority to reject any and all proposed locations.

3.3 *Siting COB PD Equipment at Approved Locations*. The City shall be responsible for identifying proposed location(s) for the COB PD Equipment at each approved site, following its evaluation of site conditions. Notwithstanding any information provided by the BNWRD, the City shall be solely responsible for identifying the structural needs and suitability of each potential location including ease of access, structural suitability, safety of the site, and maximizing the performance of the COB PD Equipment. The final location of the COB PD Equipment shall be proposed by the City, and subject to approval of the BNWRD Executive Director, or designee, in its sole discretion.

3.4 *Relocation of COB PD Equipment*. BNWRD reserves the right to require relocation, modification, or temporary removal of COB PD Equipment when reasonably necessary to accommodate BNWRD operation and/or maintenance activities or capital improvement projects. BNWRD shall provide the City reasonable advance notice of not less than ninety (90) days of such circumstance; provided, in the event of an emergency triggering temporary relocation of COB PD Equipment, said notice shall be given as soon as reasonably practicable.

4. **BNWRD Responsibilities.** The BNWRD agrees to (a) allow physical installation of COB PD Equipment at agreed sites and locations upon said site(s); (b) permit the City to utilize BNWRD electrical power, subject to load considerations; (c) notify the City of any planned maintenance outages that may affect power availability to the COB PD Equipment; (d) review and approve proposed equipment locations and installation methods to ensure compatibility with BNWRD requirements; provided, determining the appropriateness of installation methods is the sole responsibility of the City, notwithstanding any approval received from the BNWRD; (e) provide reasonable access to towers, rooftops, pump stations, and other necessary facilities where COB PD Equipment is to be, or has been, located; and (f) permit reasonable access for the City's internet provider to install and maintain communications services at approved BNWRD locations where existing infrastructure is available.

BNWRD does not assume responsibility for purchasing, installing, or maintaining COB PD Equipment.

5. **City Responsibilities.** The City agrees to (a) identify and provide appropriate locations, and methods of installation, for all COB PD Equipment, including determination of structural integrity and desirability of locations, in light of all existing and reasonably anticipated conditions; (b) provide and install all drone docks, cameras, radios, cabling, surge protection, mounting hardware, network equipment, and related infrastructure; (c) maintain all COB PD Equipment in good condition and repair; (d) ensure installations comply with FAA requirements, electrical standards, best practices, and BNWRD safety policies; (e) install grounding and surge protection where required; (f) supply power cabling from BNWRD provided sources to the drone dock(s); (g) coordinate site access via BNWRD security and provide advance scheduling for work; and (h) restore property to original condition upon installation, removal, or relocation of COB PD Equipment, inclusive of site restoration.

The City shall coordinate directly with Stratus Networks, or any successor internet provider, to activate and maintain internet services utilizing existing fiber infrastructure available at BNWRD facilities.

6. **Network and Power Usage.**

6.1 *Network*. The City shall provide, install, own, operate, and maintain all networking equipment required for the operation of Drone Docking Stations and Public Safety Camera Infrastructure. Telecommunications services shall be obtained directly by the City through Stratus Networks, or any successor fiber provider, utilizing existing fiber infrastructure available at BNWRD facilities, where feasible, and, in all cases, as approved by BNWRD. City communications systems shall remain independent of BNWRD business, operational and SCADA networks. The City shall be responsible for all costs associated with network equipment, service activation, monthly telecommunication charges and maintenance.

6.2 *Power*. The City may utilize BNWRD power sources for COB PD Equipment. Electrical installation shall be performed by City retained qualified personnel following BNWRD requirements, at the City's sole cost and expense.

7. **Access and Security.** City personnel shall be granted reasonable access to BNWRD facilities for installation, inspection, repair, and upgrades. All City employees, agent, contractors, subcontractors and representatives shall comply with BNWRD on-site escort requirements, PPE, and site safety protocols. All scheduling shall be coordinated with BNWRD staff to avoid interruption to BNWRD operations, maintenance, and site improvement activities. Equipment for installation, maintenance, replacement, and/or removal of COB PD Equipment shall not interfere with BNWRD operations.

The City acknowledges that BNWRD facilities are an active municipal wastewater treatment facility. The City and its employees, agents, contractors, subcontractors, and representatives shall be solely responsible for evaluating the suitability and safety of any work/site location, access route, mounting surface, or other facility used in connection with the installation, operation and maintenance of the COB PD Equipment as installed, upgraded, replaced or removed. The City shall determine whether site conditions are safe for its intended activities and shall implement all necessary safety measures to protect its personnel, contractors, subcontractors, representatives, equipment, and operations.

8. **Disclaimer of Representations and Warranties**. NOTWITHSTANDING ANYTHING CONTAINED HEREIN TO THE CONTRARY, IT IS UNDERSTOOD AND AGREED THAT, EXCEPT AS EXPRESSLY PROVIDED HEREIN, NEITHER BNWRD, NOR ANY AGENT, EMPLOYEE, OFFICER, DIRECTOR, ATTORNEY, ENGINEER, CONTRACTOR, OR REPRESENTATIVE HAVE MADE AND ARE NOT NOW MAKING, AND THEY SPECIFICALLY DISCLAIM, ANY WARRANTIES, REPRESENTATIONS OR GUARANTIES OF ANY KIND OR CHARACTER, EXPRESS OR IMPLIED, STATUTORY, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE, WITH RESPECT TO THE PROPERTY ON WHICH ANY COB PD EQUIPMENT IS LOCATED (THE "PROPERTY"), INCLUDING, BUT NOT LIMITED TO, WARRANTIES, REPRESENTATIONS OR

GUARANTIES AS TO ANY OF THE FOLLOWING MATTERS, WHETHER PATENT OR LATENT: (A) ENVIRONMENTAL MATTERS RELATING TO THE PROPERTY OR ANY PORTION THEREOF; (B) GEOLOGICAL CONDITIONS; (C) THE HABITABILITY, MERCHANTABILITY, OR SUITABILITY OF THE PROPERTY OR FITNESS OF THE PROPERTY FOR INSTALLATION AND MAINTENANCE OF THE COB PD EQUIPMENT; (D) THE AVAILABILITY OR SPEED OF UTILITIES AND/OR CONSISTENCY OF AVAILABLE UTILITIES. THE CITY HEREBY AFFIRMS THAT THE CITY HAS NOT RELIED ON BNWRD'S, OR ANY OF ITS AGENTS' EMPLOYEES', OFFICERS', TRUSTEES', ATTORNEYS', ENGINEERS', CONTRACTORS', OR REPRESENTATIVES' SKILL OR JUDGMENT TO SELECT THE SITE AND INSTALLATION LOCATION FOR THE COB PD EQUIPMENT, AND THAT BNWRD MAKES NO WARRANTY THAT THE PROPERTY IS FIT FOR ANY PARTICULAR PURPOSE).

9. **ASSUMPTION OF RISK:** THE RISK OF ANY AND ALL LOSS, DAMAGE, OR UNSATISFACTORY PERFORMANCE OF THE COB PD EQUIPMENT RESTS WITH THE CITY. THE LOCATION, INSTALLATION, MAINTENANCE, REMOVAL, USE AND OPERATION OF THE COB PD EQUIPMENT IS AT THE SOLE AND EXCLUSIVE RISK OF THE CITY, AND THE CITY ASSUMES THE RESPONSIBILITY THEREOF, AND THE RESULTING OR RELATED COST OF ALL LOSSES, DAMAGES AND INJURIES TO PERSONAL PROPERTY AND/OR PERSONS, RISK OF VANDALISM AND/OR OTHER SAFETY RISKS IMPACTING THE CONDITION AND/OR OPERATION OF THE COB PD EQUIPMENT, AND THE RISK THAT THE COB PD EQUIPMENT MAY NOT OPERATED AS INTENDED.

10. **Insurance**. The City shall obtain and maintain appropriate insurance coverage for the COB PD Equipment, and the City's work upon the BNWRD sites, as reasonably acceptable to the BNWRD, naming the BNWRD as an additional insured for any damage to persons or property, resulting from or related to location of COB PD Equipment at approved BNWRD locations.

11. **Indemnification.** The City shall indemnify and hold the BNWRD, its officers, trustees, employees, contractors, and agents, harmless from any liability loss, damage, claim, cost or expense, whether for bodily injury (including death) or property damage ("Damages"), resulting from or related to the action or inaction of the City, its employees, agents, contractors, subcontractors, and/or representatives, resulting from or related to installation, maintenance, repair, improvement, removal, and/or operation of the COB PD Equipment, at and from the approved BNWRD sites; provided, in no event shall the City be responsible for Damages solely resulting from the gross negligence or willful misconduct of the BNWRD.

12. **Costs**. Except as otherwise provided herein, or as agreed to in a writing executed by the Parties, each party bears its own costs. BNWRD will not charge the City for electrical power unless future circumstances require modification. No lease or rental fees shall be due and owing by the City, to the BNWRD, for siting and maintenance of the COB PD Equipment as provided herein.

13. **Term and Termination.** This Agreement shall become effective upon the last date executed by the Parties and shall remain in full force and effect unless terminated by either party upon sixty (60) days prior written notice. The COB PD Equipment shall at all times remain the personal property of the City, regardless of the method or manner of its attachment to any BNWRD structure and shall not be deemed a fixture of BNWRD's real property. In the event of termination, the City shall promptly remove the COB PD Equipment, except as otherwise agreed to by the Parties, and shall return the location of installation to the condition existing prior to original installation.

14. **Notices.** Any notice given pursuant hereto shall be in writing and shall either be personally delivered, sent by recognized overnight courier, or by verified email or facsimile transmission. If to BNWRD, notice shall be given to its Executive Director, and forwarded to 2015 W. Oakland Ave., Bloomington, Illinois 61701. If to the City, notice shall be given to its Chief of Police and forwarded to [insert Bloomington Police Department, 305 S East St, Bloomington, IL 61701.

Any notice (i) personally delivered shall be deemed to have been given upon such delivery or refusal of delivery, (ii) sent by overnight courier shall be deemed given on the next business day after depositing with the said courier, or (iii) given by verified email or facsimile shall be deemed given upon the date of verification of said transmittal.

15. Section Headings. The Section Headings in this Agreement are for convenience only; they form no part of this Agreement and shall not affect its interpretation.

16. Construction. The parties acknowledge and agree that (i) each party and its counsel have reviewed the terms and provisions of this Agreement and have contributed to its revision, (ii) the normal rule of construction, to the effect that any ambiguities are resolved against the drafting party, shall not be employed in the interpretation of this Agreement, and (iii) the terms and provisions of this Agreement shall be construed fairly as to all parties hereto and not in favor of or against any party, regardless of which party was generally responsible for the preparation of this Agreement.

17. Miscellaneous. This Agreement shall in all respects be governed by, and enforced and interpreted in accordance with, the laws of the State of Illinois and venue shall lie exclusively in the Circuit Court of McLean County, Illinois. Any and all amendments, elections, waivers, consents, and other agreements with respect to this Agreement shall be made by an instrument or instruments in writing signed by and on behalf of BNWRD and the City. This Agreement constitutes the entire agreement between the Parties hereto, supplanting any prior written or verbal agreement with respect to COB PD Equipment.

[The Balance of this Page is Intentionally Blank. Signatures Follow.]

IN WITNESS WHEREOF, the Bloomington and Normal Water Reclamation District has caused this instrument to be executed in its corporate name by its President, under the attestation of its Clerk, and its corporate seal to be affixed, and the City has caused this instrument to be executed in its corporate name by its City Manager under the attestation of its Deputy City Clerk and its corporate seal to be affixed, all in duplicate originals.

CITY OF BLOOMINGTON, ILLINOIS

By: ______________________________
City Manager
Date: ____________________________

ATTEST: ___________________________
Deputy City Clerk

BLOOMINGTON NORMAL WATER RECLAMATION DISTRICT

By: ______________________________
Jeffrey K. Feid, President
Date: ____________________________

ATTEST: _________________________
Its Clerk

Bloomington and Normal Water Reclamation District

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BLOOMINGTON & NORMAL WATER RECLAMATION DISTRICT

CONSENT AGENDA E

BOARD MEETING DATE: September 14, 2026

SUBJECT: Approve the Professional Service Agreement with HMG Engineers for the design of a 1,107 lineal feet sewer extension on Grandview Drive to eight existing eliminate septic tanks.

PREPARED BY: Timothy Ervin, Executive Director

REVIEWED BY: Dominic Kallas, P.E. City of Bloomington Assistant City Engineer

STAFF RECOMMENDATION: Approval of the Professional Services Agreement with HMG Engineers in an amount not to exceed $49,700 and authorized the Executive Director to sign the necessary documents.

ATTACHMENTS: Professional Services Agreement; Map

BACKGROUND: An unsewered community is a rural or small-area settlement that lacks a centralized wastewater collection and treatment system. In many cases, residents rely on individual septic tanks or outdated “wildcat” systems, which often fail to treat wastewater properly, leading to illegal surface discharges that harm public health and the environment.

Within the District’s corporate boundaries, staff have continued to identify parcels that have access to sanitary sewer service but remain served by septic systems. In many cases, homeowners are unaware their property relies on a septic system, and staff have found little to no maintenance being performed on those systems. Examples of these systems have been identified along drainage corridors that connect directly to waterways in Bloomington and Normal.

This long-standing but often overlooked issue affects watershed health throughout McLean County. To address it, the District launched the septic-to-sewer program two years ago to help parcels in urban areas connect to available sanitary sewer infrastructure. To date, the program has eliminated more than fifty septic tanks. This program has obtained recognition from entities such as Illinois EPA, Ecology Action Center, McLean County Soil & Water Conservations, and Nature Conservancy.

In fiscal year 2026, the District received three $30,000 Unsewered Community Planning Grant(s) from the Illinois EPA to address unsewered areas within the Sugar or Little Kickapoo Creek watersheds. Areas examined range from the Bloomington Heights and Colonial Meadows sub-division to sections of streets ranging from Grandview, Woodrig, Phoenix, and Hazel/Bunn Street.

The Unsewered Communities Construction Grant Program (UCCGP), administered by the Illinois EPA, provides state funding to help eligible governments construct wastewater collection systems and treatment facilities in communities that currently lack these services. Staff have been advised that the Illinois EPA expects to issue a notice of funding opportunity within the next year for projects throughout Illinois. The areas evaluated under the District's three unsewered community planning grants are well positioned to compete for construction grant funding.

Staff reviewed demographic data from the planning documents and identified three higher-scoring projects: the Colonial Meadows subdivision and two street projects on Hazel/Bunn Avenue and Phoenix Avenue. To strengthen future applications, staff request approval to advance the two street projects to shovel-ready status, consistent with Colonial Meadows. Because additional Illinois EPA funding may become available, staff recommend adding one more project (Grandview Avenue) for consideration.

Staff requests that the Board of Trustees approve a Professional Services Agreement with HMG Engineers in the amount of $49,700. The work is expected to be completed by November 2026. The work is outlined as follows:

This project will consist of a new sanitary sewer extension on Grandview Drive. This street is currently served by individual septic systems. BNWRD will be extending sanitary sewers into the neighborhood to allow for the abandonment of the septic systems. The new sewer will be extended as follows:

- Grandview Drive – Extending from Prospect Road east along Grandview Drive with an estimated

Staff selected HMG Engineers because the firm previously completed the planning documents for these two areas under the Unsewered Community Planning Grant. Once the sewers are constructed, the sewer will be transferred to the City of Bloomington.

STRATEGIC PLAN ALIGNMENT:

☒Goal I – Compliance & Reliability

☐Goal II – Workforce Excellence

☐Goal III – Public Trust

☒Goal IV – Financial Stability

☐Goal V – Capital Stewardship

BLOOMINGTON & NORMAL
WATER RECLAMATION
DISTRICT

Alignment Narrative: This project advances the District's strategic goals by supporting the continued elimination of septic systems within the District's service area and reducing the potential for wastewater contamination of local streams and watersheds. By preparing the Grandview Drive sewer extension for future construction, the District improves long-term system reliability, protects public health and environmental quality, and demonstrates responsible stewardship of community infrastructure. Advancing the project to shovel-ready status also enhances the District's ability to secure state grant funding, improving financial sustainability while leveraging outside resources to address critical wastewater infrastructure needs.

BUDGET IMPACT: The $49,700 fee to prepare the design of the sewer would be paid for by the nutrient fund. This would bring the project to a shovel ready status pending a future application to the Unsewered Communities Construction Grant Program (UCCGP). In terms of construction cost, the ICCGP grant has the potential to offset up to seventy-five percent of the total cost of construction and observation. Staff would coordinate with the appropriate municipality and request authorization from the Board of Trustees for future construction projects.

PROFESSIONAL SERVICES AGREEMENT

PROJECT

BNWRD Grandview Sanitary Sewer Main Extension

CLIENT

Bloomington & Normal Water Reclamation District (BNWRD)

PROJECT DESCRIPTION

This project will consist of a new sanitary sewer extension on Grandview Drive (preliminary design map is attached). This street is currently served by individual septic systems. BNWRD will be extending sanitary sewers into the neighborhood to allow for the abandonment of the septic systems. The new sewers will extend as follows:

- Grandview Drive – Extending from Prospect Road east along Grandview Drive with an estimated length of 1,107 lineal feet

SCOPE OF SERVICES

1. Design & Bidding Phase
   1.1. Topographic Survey & Field Data Collection (5 Soil Boring Locations)
   1.2. Prepare Base Drawings
   1.3. Final Engineering Drawings
   1.4. Contract Technical Specifications
   1.5. Quantities and Engineer's Opinion of Probable Cost
   1.6. Status Meetings
   1.7. Permitting (IEPA& City of Bloomington)
   1.8. Project Management & QA/QC

ASSUMPTIONS & UNDERSTANDINGS

Individual service laterals will be provided as part of the project to the road right-of-way. Locations are to be determined with assistance by BNWRD and/or final municipality ownership staff. This Agreement does not include resident contact to determine where existing sanitary exits the residence. HMG will perform preliminary slope calculations based on furthest point of residence relative to new sanitary sewer main.

Due to the timing of this project with construction grant application, bidding services are not included as part of this agreement. HMG will request a contract modification at such time a grant is obtained to finalize the contract documents and provide bidding services.

All permit fees are to be paid for by the CLIENT.

PROJECT SCHEDULE

The Scope of Services described above is expected to be completed by November 15, 2026, minus final permit issuance.

FEES

CLIENT shall pay HMG an amount equal to the cumulative hours charged to the Project by HMG's employees times the Standard Hourly Rates for each applicable billing classification according to HMG's Standard Rate Schedule attached hereto, plus Subconsultant's charges, if any, for a total fee not to exceed **$ 49,700.00. Standard Hourly Rates are subject to change annually on January 1 to reflect adjustments in HMG's salary levels.**

Reimbursable expenses, including, but not limited to, project specific materials & supplies not ordinarily necessary for normal engineering practice, outside reproduction & printing costs, project related travel expenses (airfare, lodging, per diem, etc.), and vehicle mileage, shall be billed separately according to HMG's Standard Rate Schedule attached hereto. Estimated reimbursable expenses necessary to complete the Scope of Services are $ 475.00.

ADDITIONAL SERVICES

In the event services beyond those specified in the Scope of Services and not included in the compensation above are required, CLIENT may authorize Additional Services verbally and pay HMG on an hourly basis according to HMG's current Rate Schedule, or CLIENT may request a formal contract amendment prior to HMG providing Additional Services.

BLOOMINGTON & NORMAL
WATER RECLAMATION DISTRICT

BY: Timothy Ervin

____

TITLE: Executive Director

ATTEST: Jessica Runge

____

TITLE: Finance Director

DATE: ________________________

PRIMARY PROJECT CONTACT:

Timothy Ervin

Email: Tervin@bnwrdil.gov

ADDRESS FOR NOTICES & INVOICES:

Bloomington Normal Water Reclamation District

2015 W Oakland Ave

Bloomington, IL 61701

ADDRESS FOR PROJECT COMMUNICATIONS:

Bloomington Normal Water Reclamation District

2015 W Oakland Ave

Bloomington, IL 61701

HENRY, MEISENHEIMER & GENDE, INC.
DBA HMG ENGINEERS, INC.

BY: Christopher S. Bouchard, P.E.

[redacted]

TITLE: Senior Vice President & Principal

ATTEST: Brett I. Benhoff, P.E.

[redacted]

TITLE: Corporate Secretary

DATE: August 13, 2026

PRIMARY PROJECT CONTACT:

Benjamin A. Hauck, P.E.

Email: bhauck@hmgengineers.com

ADDRESS FOR NOTICES & PAYMENTS:

Corporate Office

9360 Holy Cross Lane

Breese, IL 62230

ADDRESS FOR PROJECT COMMUNICATIONS:

Bloomington Office

303 N Hershey Rd, Suite D3

Bloomington, IL 61704

STANDARD CONDITIONS

1. Time for Completion: HMG shall begin rendering services upon receipt of a fully executed copy of the Agreement and shall complete its obligations within a reasonable time. Specific periods of time for rendering services are set forth or specific dates by which services are to be completed are provided in the Agreement and are hereby agreed to be reasonable. If, through no fault of HMG, such periods of time or dates are changed, or the orderly and continuous progress of HMG's services is impaired, or HMG's services are delayed or suspended, then the time for completion of HMG's services, and the rates and amounts of HMG's compensation, shall be adjusted equitably.

2. Invoices and Payments: HMG shall prepare and shall submit its invoices to CLIENT on a monthly basis. Invoices are due and payable within 30 days of receipt. If CLIENT fails to make any payment due HMG for services and expenses within 40 days after receipt of HMG's invoice, then amounts due HMG will be increased at the rate of 1.0% per month from said thirtieth day. Should any past due amount exceed sixty (60) days, HMG may, after giving seven days written notice to CLIENT, suspend services under this Agreement until CLIENT has paid in full all amounts due for services, expenses, and other related charges. CLIENT waives any and all claims against HMG for any such suspension. If after the Effective Date of the Agreement any governmental entity takes a legislative action that imposes taxes, fees, or charges on HMG's services or compensation under this Agreement, then the HMG may invoice such new taxes, fees, or charges as a Reimbursable Expense.

3. Opinions of Cost: HMG's opinions of probable construction cost are to be made on the basis of HMG's experience and qualifications and represent HMG's best judgment as an experienced and qualified professional generally familiar with the construction industry. However, since HMG has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, HMG cannot and does not guarantee that proposals, bids, or actual construction cost will not vary from opinions of probable construction cost prepared by HMG. If CLIENT wishes greater assurance as to probable construction cost, CLIENT shall employ an independent cost estimator.

4. Standard of Care: The standard of care for all professional engineering and related services performed or furnished by HMG under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. HMG makes no warranties, express or implied, under this Agreement or otherwise, in connection with HMG's services. Subject to the Standard of Care, HMG and its subconsultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.

5. Subcontracting: HMG may employ such subconsultants as HMG deems necessary to assist in the performance or furnishing of the services, subject to reasonable, timely, and substantive objections by CLIENT.

6. Compliance with Law: HMG and CLIENT shall comply with applicable Laws and Regulations and CLIENT-mandated standards that CLIENT has provided to HMG in writing. This Agreement is based on these requirements as of its Effective Date. Changes to these requirements after the Effective Date of this Agreement may be the basis for modifications to CLIENT's responsibilities or to HMG's scope of services, times of performance, and compensation.

7. Authority and Responsibility During Construction: HMG shall not at any time supervise, direct, or have control over contractor's work, nor shall HMG have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by contractor, for security or safety at the Site, for safety precautions and programs incident to the contractor's work in progress, nor for any failure of contractor to comply with Laws and Regulations applicable to contractor's furnishing and performing the Work. HMG neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform the Work in accordance with the Contract Documents. HMG shall not be responsible for the acts or omissions of any contractor, subcontractor, or supplier, or of any of their agents or employees or of any other persons (except HMG's own employees) at the Site or otherwise furnishing or performing any Work; or for any decision made on interpretations or clarifications of the Contract Documents given by CLIENT without consultation and advice of HMG. HMG and/or any subconsultant will not be considered an agent of CLIENT and will not have authority to stop work.

8. Construction Observation: CLIENT agrees that services performed by HMG 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 subcontractor's performance.

9. Shop Drawing Review: CLIENT agrees that HMG and/or any subconsultant shall review shop drawings and/or submittals solely for their general conformance with HMG's and/or any subconsultant's design concept and general conformance with information given in the Contract Documents. HMG 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 HMG and/or any subconsultant.

10. Design Without Construction Phase Services: If HMG's Scope of Services under this Agreement do not include construction observation, or review of the contractor's performance, or any other Construction Phase services, then HMG's services under this Agreement shall be deemed complete no later than the end of the Bidding or Negotiating Phase. HMG shall have no design or shop drawing review obligations during construction. CLIENT assumes all responsibility for the application and interpretation of the Contract Documents, contract administration, construction observation and review, and all other necessary Construction Phase engineering and professional services waives any claims against HMG that may be connected in any way thereto.

11. Use of Documents: All documents including reports, drawings, specifications, and electronic media prepared by HMG and/or any subconsultants pursuant to the Agreement are instruments of its services for use solely with respect to this Project. HMG 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 HMG will be at CLIENT's sole risk, and without liability to HMG, and CLIENT shall indemnify and hold harmless HMG 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 HMG to further compensation at rates to be agreed upon by CLIENT and HMG.

12. Electronic Files Transfer:

(a) HMG 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 HMG to analternate system or format cannot be accomplished without the introduction of anomalies and/or errors.

(b) Upon request, HMG 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 informational purposes only and are not intended as an end product. The Project Files may be a work in process, and HMG 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.

13. General Insurance and Limitation: HMG is covered by commercial general liability insurance, automobile liability insurance and workers compensation insurance with limits which HMG considers reasonable. Certificates of insurance shall be provided to CLIENT upon request in writing. Within the limits and conditions of such insurance, HMG agrees to indemnify and hold CLIENT harmless from any loss, damage or liability arising directly from any negligent act by HMG. HMG shall not be responsible for any loss, damage or liability beyond the amounts, limits, and conditions of such insurance. HMG 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 HMG has no supervision or control. Notwithstanding the foregoing agreement to indemnify and hold harmless, the parties agree that HMG has no duty to defend CLIENT from and against any claims, causes of action or proceedings of any kind.

14. Professional Liability Insurance and Limitation: HMG is covered by professional liability insurance for its professional acts, errors, and omissions, with limits which HMG considers reasonable. Certificates of insurance shall be provided to CLIENT upon request in writing. Within the limits and conditions of such insurance, HMG agrees to indemnify and hold CLIENT harmless from loss, damage or liability arising from errors or omissions by HMG that exceed the industry standard of care for the services provided. HMG shall not be responsible for any loss, damage or liability beyond the amounts, limits, and conditions of such insurance. HMG 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 HMG has no supervision or control. Notwithstanding the foregoing agreement to indemnify and hold harmless, the parties agree that HMG has no duty to defend CLIENT from and against any claims, causes of action or proceedings of any kind.

15. Suspension: CLIENT may suspend the Project upon seven (7) days written notice to HMG. If HMG's services are substantially delayed through no fault of HMG, HMG may suspend services under this Agreement after giving seven (7) days written notice to CLIENT.

16. Termination: Services under this Agreement may be terminated for cause by either party upon thirty (30) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. HMG may terminate this Agreement upon seven (7) days written notice if CLIENT demands that HMG furnish or perform services contrary to HMG's responsibilities as a licensed professional, or if HMG's services for the Project are delayed or suspended for more than ninety (90) days for reasons beyond HMG's control. HMG shall have no liability to CLIENT on account of such termination. CLIENT may terminate this Agreement for convenience upon HMG's receipt of notice from CLIENT. In the event of any termination under this paragraph, HMG will be entitled to invoice CLIENT and to receive full payment for all services performed or furnished and all Reimbursable Expenses incurred through the effective date of termination. Upon making such payment, CLIENT shall have the limited right to the use of Documents, at CLEINT's sole risk, subject to the provisions of Paragraph 11.

17. 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.

18. Assignment: Neither CLIENT nor HMG may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

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

20. 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 HMG agree that all disputes shall first be negotiated between senior officers of CLIENT and HMG for up to thirty (30) days before being submitted to mediation. In the event negotiation and mediation are not successful, either CLIENT or HMG may seek a resolution in Clinton County Circuit Court within 180 days of the conclusion of mediation.

21. Right of Entry: CLIENT shall provide for HMG's and/or any subconsultant's right to enter property owned by CLIENT and/or others in order for HMG 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.

22. 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. HMG'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 HMG and/or any subconsultant and agrees to indemnify and hold HMG 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 HMG and/or any subconsultant for any time spent or expenses incurred by HMG and/or any subconsultant in defense of any such claim, in accordance with HMG's and/or any subconsultant's prevailing fee schedule and expense reimbursement policy.

23. 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 HMG 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 HMG and/or any subconsultant also agree that the discovery of unanticipated hazardous substances or pollutants will make it necessary for HMG and/or any subconsultant to take immediate measures to protect human health and safety, and/or the environment. HMG 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 HMG and/or any subconsultant to take any and all measures that in HMG's and/or any subconsultant's professional opinion are justified to preserve and protect the health and safety of HMG's and/or any subconsultant's personnel and the public, and/or the environment, and CLIENT agrees to compensate HMG and/or any subconsultant for the additional cost of such measures. In addition, CLIENT waives any claim against HMG and/or any subconsultant and agrees to indemnify and hold HMG 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 HMG and/or any subconsultant for any time spent and expenses incurred by HMG and/or any subconsultant in defense of any such claim, with such compensation to be based upon HMG's and/or any subconsultant's prevailing fee schedule and expense reimbursement policy. Further, CLIENT recognizes that HMG and/or any subconsultant has neither responsibility nor liability for the removal, handling, transportation, or disposal of asbestos containing materials, nor will HMG 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.

24. Consequential Damages: Notwithstanding any other provision of the Agreement, and to the fullest extent permitted by law, neither CLIENT nor HMG, 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 HMG 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.

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

26. Personal Liability: It is intended by the parties to the Agreement that HMG's services in connection with the Project shall not subject HMG'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 "Henry, Meisenheimer, & Gende, Inc. dba HMG Engineers, Inc., an Illinois corporation," and not against any of HMG's individual employees, officers, or directors.

27. Additional Limitation: In recognition of the relative risks and benefits of the Project to both CLIENT and HMG, the risks have been allocated such that CLIENT agrees that for the compensation herein provided, HMG cannot expose itself to damages disproportionate to the nature and scope of HMG's services or the compensation payable to it hereunder. Therefore, to the maximum extent permitted by law, CLIENT agrees that the liability of HMG to CLIENT for any and all causes of action, including, without limitation, contribution, asserted by CLIENT and arising out of or related to the negligent acts, errors or omissions of HMG in performing professional services shall be limited to FIFTY THOUSAND DOLLARS ($50,000) or the total fees paid to HMG by CLIENT under the Agreement, whichever is greater ("Limitation"). CLIENT hereby waives and releases (i) all present and future claims against HMG, other than those described in the previous sentence, and (ii) any liability of HMG 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, HMG would not have performed the services, (ii) CLIENT has had the opportunity to negotiate the terms of the Limitation as a part of an "arms-length" transaction, (iii) the Limitation amount may be less than the amount of professional liability insurance required of HMG under the Agreement, (iv) the Limitation is merely a limitation of, and not an exculpation from, HMG's liability and does not in any way obligate CLIENT to defend, indemnify or hold harmless HMG, (v) the Limitation is an agreed remedy, and (vi) the Limitation amount is neither nominal nor a disincentive to HMG performing the services in accordance with the standard of care.

28. Subpoenas: CLIENT is responsible, after notification, for payment of time charges and expenses resulting from the required response by HMG and/or any subconsultant to subpoenas issued by any party other than HMG 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.

29. 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 of limitation begin to run any later than the date HMG's services are completed or terminated.

30. 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.

31. 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.

32. 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.

33. Attachments: The following documents are attached and incorporated into the Agreement:

(a) HMG Rate Schedule

(b) Supplementary Conditions, as necessary

34. Entire Agreement: These Standard Conditions, any Attachments, and the signed document to which they are attached constitute the entire Agreement between CLIENT and HMG 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.

35. Modification to the Agreement: CLIENT or HMG 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 HMG's compensation, to which CLIENT and HMG mutually agree shall be incorporated in the Agreement by a written amendment to the Agreement.

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

END OF STANDARD CONDITIONS

2026 STANDARD RATE SCHEDULE
(*Effective January 1, 2026 through December 31, 2026*)

CLASSIFICATION	STANDARD HOURLY RATE
ENGINEERING	
Principal	$265.00
Engineer VIII	$240.00
Engineer VII	$225.00
Engineer VI	$205.00
Engineer V	$195.00
Engineer IV	$185.00
Engineer III	$165.00
Engineer II	$145.00
Engineer I	$130.00
Engineering Intern	$90.00
SURVEYING	
Surveyor IV	$215.00
Surveyor III	$170.00
Surveyor II	$145.00
Surveyor I	$120.00
TECHNICAL	
Technician V	$185.00
Technician IV	$160.00
Technician III	$140.00
Technician II	$120.00
Technician I	$105.00
Support Staff	$100.00
DIRECT COSTS	**RATE**
Subconsultants	Cost + 10%
REIMBURSABLE EXPENSES	**RATE**
Materials & Supplies	At cost
Reproduction & Printing	At cost
Travel	At cost
Vehicle Mileage	Current IRS Rate per mile

GRANDVIEW DRIVE PROPOSED LAYOUT

SEPTIC TANK REDUCTION PROGRAM
BLOOMINGTON-NORMAL
WATER RECLAMATION DISTRICT

HMG ENGINEERS, INC.
303 N HERSHEY RD, SUITE D3
BLOOMINGTON, IL 61704
WWW.HMGENGINEERS.COM
(309) 391-0056

HMG ENGINEERS

SURVEY	CPE, AJM
DESIGN	BAH, CPE
DRAWN	CPE
CHECKED	BAH
DATE	AUGUST 2025

FIGURE 5.3

JOB NO. 8661

MODEL: 4 - Grandview Dr
FILE NAME: \\HMG\Jobs\8661_BNWRD STRP Project Plan\300 Design & Bidding\350 Plans\352 Final Drawings\8661_Plan_Sheets.dgn

Bloomington and Normal
Water
Reclamation
District

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BLOOMINGTON & NORMAL WATER RECLAMATION DISTRICT

CONSENT AGENDA F

BOARD MEETING DATE: September 14, 2026

SUBJECT: Consideration and Approval of Resolution 2026-21, Financial Commitment to the Children's Discovery Museum Water Exhibit

PREPARED BY: Timothy L. Ervin, Executive Director

REVIEWED BY: Jake Callahan, Assistant Executive Director; Beth Whisman, Children Discovery Museum Executive Director

STAFF RECOMMENDATION: Approve Resolution 2026-21 authorizing funding for the construction of Children's Discovery Museum Water Exhibit.

ATTACHMENTS: Resolution 2026-21; Building Plans; Exhibit Plans Example Conceptual Plan

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BACKGROUND: The United States Environmental Protection Agency's **Effective Utility Management (EUM)** framework identifies public education and community engagement as key attributes of successful wastewater utilities. The **Ten Attributes of Effectively Managed Utilities** find strong educational programming as a factor for utilities to provide guidance to enhance their technical, managerial, and community capabilities. Additionally, the EPA's Sustainable Water Infrastructure initiative highlights the significance of utilities not only ensuring safe and efficient operations but educating the public about current and future water quality, safety, and conservation.

Benefits of Public Education and Outreach:

- Strengthen **trust and transparency** between utilities and the communities they serve.
- Promote **responsible water use** and conservation practices.
- Advance **social equity** by engaging underserved populations and addressing environmental justice concerns.
- Foster an early interest in **job opportunities** for children as they explore career paths.

How Utilities Put This Trait into Practice:

The EUM framework eases the integration of educational programs into daily operations by implementing community stewardship programs. These programs use case studies and practical tools to engage residents. For example, financial support enables the Ecology Action Center to conduct public outreach campaigns that raise awareness about safe drinking water, stormwater management, and wastewater treatment. Additionally, school and youth programs are provided in McLean County to impart water science and conservation knowledge. Through the construction of green infrastructure initiatives, such as Sunnyside Park and the Evergreen and Gridley Street rain garden, residents will have the opportunity to see and interact with these features. Efforts are underway to set up a comprehensive educational program accessible to residents of McLean County. This investment serves as a powerful foundation for the educational aspect of the goal.

Broader Benefits

By prioritizing education and expanding public outreach efforts, utilities can enhance customer satisfaction, foster public trust, ensure regulatory compliance, and promote long-term sustainability. This empowers residents with a deeper understanding of water resources and utility operations. Education goes beyond mere public outreach; it is a fundamental management practice that underpins operational excellence, community resilience, and shared responsibility for safeguarding public health and the environment. As residents gain knowledge about water quality, watershed protection, utility operations, water-related careers, and practical conservation measures, their support and active participation in these programs become more likely. Youth education holds particular significance as it introduces water stewardship at an early age before habits are fully set up. This early exposure helps children develop awareness of conservation-minded values that they can carry into adulthood.

Children's Discovery Museum

Nestled at 101 E. Beaufort Street in Normal, Illinois, the Children's Discovery Museum offers a unique blend of structured educational programming and open-ended play. This innovative approach enables children to learn through experimentation, fostering the development of problem-solving, critical thinking, and social skills. The museum places a strong emphasis on experiential learning, curating visits that seamlessly integrate science, art, agriculture, health, and imaginative play. Each floor of the museum presents immersive activities that captivate children and their families, creating a fun, educational, and interactive learning experience.

In 2025, the Children's Discovery Museum welcomed a remarkable number of visitors from 283 communities across forty Illinois counties. These 128,547 visitors took part in the museum's daily admission, field trips, and diverse educational programs, making it a vibrant hub of learning and exploration for children and families alike. Schools have a major audience for the museum. In 2025 it provided affordable access to 15,500 children, teachers, and chaperones from 190 schools across the region. Of those served, 68% were rural and considered underserved communities.

Children's Discovery Museum Water Cycle & Water Quality Exhibit Sponsorship

Staff recommend that the Bloomington & Normal Water Reclamation District (BNWRD) sponsor the development of an interactive Water Cycle and Water Quality Exhibit at the Children's Discovery Museum to expand public education regarding water resources and wastewater treatment. The exhibit will provide hands-on educational experiences that help children and families understand the journey of water through natural ecosystems, community infrastructure, and the wastewater treatment process. The exhibit will inspire curiosity about science, environmental stewardship, and the importance of wastewater treatment.

Through interactive displays, engaging visual elements, and age-appropriate learning activities, visitors will explore the Central Illinois water ecosystem, including rivers, streams, groundwater, wetlands, stormwater systems, and wastewater treatment processes. The exhibit will show how wastewater treatment plants actively support public health, economic development, recreation, and environmental sustainability.

The sponsorship aligns with the strategic commitment to public education, environmental stewardship, and community engagement. By investing in this exhibit, the District will help foster the next generation of environmental stewards while increasing public understanding of the essential services that protect public health and the environment. In its expected lifespan, the exhibit will serve approximately two million children, families, educators, and community members, creating a lasting educational resource that promotes responsible water use and conservation throughout the region.

STRATEGIC PLAN ALIGNMENT:

☐Goal I – Compliance & Reliability

☒Goal II – Workforce Excellence

☒Goal III – Public Trust

☐Goal IV – Financial Stability

☐Goal V – Capital Stewardship

Alignment Narrative: This project advances the District's Public Trust strategic goal by expanding educational opportunities and increasing public awareness of wastewater treatment and environmental stewardship. Additionally, this project supports workforce development by providing students and families to engage in water resource management, environmental health, and the skilled professions necessary to build and maintain essential public infrastructure.

BUDGET IMPACT: Estimates show that the construction of the interactive Water Cycle and Water Quality Exhibit will incur a cost of $2.0 million. The first phase of the project will expand the existing footprint of the Children's Discovery Museum to accommodate the future water exhibit within the structure's floor area. Coordination will be established with the Town of Normal. The later phase will incorporate educational displays that will serve visitors of all ages who visit the museum. Expectations are to fund this project through the issuance of Debt Certificate 2026B whose parameters ordinance will be presented to the Board of Trustees in New Business.

Resolution 2026-21

Financial Commitment for the Children's Discovery Museum Water Exhibit

WHEREAS, the Bloomington and Normal Water Reclamation District (the "BNWRD") is a unit of local government established under the Sanitary Act of 1917 (70 I LCS 2405, I, *et seq.);* and

WHEREAS, the United States Environmental Protection Agency's Effective Utility Management (EUM) framework emphasizes education and public engagement as crucial success factors for water utilities; and

WHEREAS, the Children's Discovery Museum in Normal, Illinois is located within BNWRD's corporate limits within the Town of Normal; and

WHEREAS, the Children's Discovery Museum in Normal, Illinois exists to inspire the love of learning through the power of play, offering interactive, hands-on exhibits and programs that nurture the whole child by fostering critical thinking, creativity, and curiosity; and

WHEREAS, to emphasize education and public engagement, BNWRD will sponsor the development of an interactive Water Exhibit at the Children's Discovery Museum. This exhibit will teach children about the water cycle and water quality; and

WHEREAS, in its expected lifespan, the Water Exhibit will serve approximately two million children, families, educators, and community members, creating a lasting educational resource that promotes responsible water use and conservation throughout the region; and

WHEREAS, the Bloomington and Normal Water Reclamation District plans to adopt a Parameter Bond Ordinance for Issuance 2026B amounting to $13,850,000 during the Board of Trustee meeting scheduled for September 14, 2026. This bond will be used to support capital projects within the district's corporate limits.; and

WHEREAS, the debt issuance incorporates $2,000,000 to design and construct the Water Exhibit at the Children's Discovery Museum; and

WHEREAS, the BNWRD believes it is in the best interests of the BNWRD and its constituents adhering to the spirit of the Strategic Plan to provide funds for the design and construction of the Water Exhibit; and

WHEREAS, the BNWRD seeks to have construction of the Water Exhibit completed within three (3) years.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE BLOOMINGTON AND NORMAL WATER RECLAMATION DISTRICT:

Section 1: The preambles set forth above are true and correct and incorporated herein by reference as if fully set forth herein.

Section 2: The Water Exhibit will provide an education atmosphere for children, teachers, and chaperones to learn about the water cycle and water quality.

Section 3: The BNWRD commits to provide $2,000,000 to complete the design and construction of the Water Exhibit.

Section 4: This Resolution shall be in full force and effect from and after its adoption as provided by law.

Resolved this 14th day of September 2026.

____
Jeffrey K. Feid, President
Bloomington Normal Water
Reclamation District

ATTEST:

____
Joan Brehm
District Clerk

children's discovery museum

FIRST FLOOR BALCONY ENCLOSURE
CONCEPTUAL RENDERING 08.17.26

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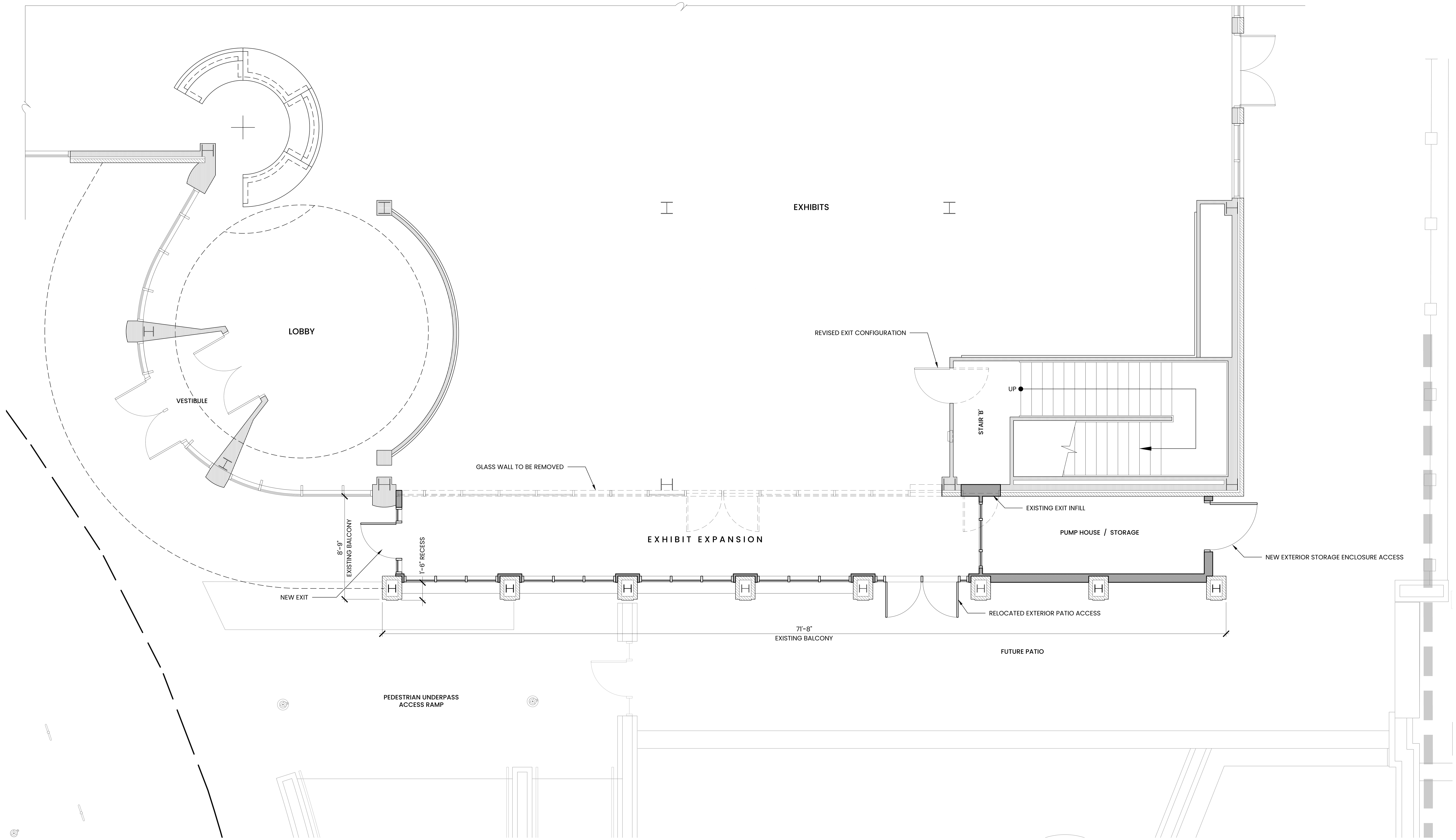

PROPOSED FIRST FLOOR PLAN

SCALE: 1/4" = 1'-0"

NORTH

PRELIMINARY - NOT FOR CONSTRUCTION

NOTE: THIS IS A SCHEMATIC DESIGN DRAWING PREPARED FOR CONCEPTUAL PURPOSES ONLY. ALL EXISTING CONSTRUCTION AS WELL AS NEW CONSTRUCTION SHOWN SHOULD BE CONSIDERED AS ASSUMED PRIOR TO COMPLETION OF THE SCHEMATIC DESIGN AND DESIGN DEVELOPMENT PHASES OF THIS PROJECT. ADDITIONAL SERVICES WILL BE REQUIRED TO VERIFY UTILITIES PROVIDED TO THE SITE, LEGAL EASEMENTS, AND ANY OTHER SITE OR BUILDING CONDITION THAT MAY IMPOSE ADDITIONAL DESIGN LIMITATIONS AND DEVELOPMENT POTENTIAL. THESE DRAWINGS, INCLUDING THOSE IN ELECTRONIC FORM, PREPARED BY THE ARCHITECT ARE INSTRUMENTS OF SERVICE FOR USE SOLELY WITH RESPECT TO THIS PROJECT. THE ARCHITECT SHALL BE DEEMED THE AUTHOR AND OWNER OF THE DRAWINGS AND RETAIN ALL RESERVED RIGHTS, INCLUDING COPYRIGHTS. NO REPRODUCTION OF THESE DRAWINGS MAY BE MADE WITHOUT PRIOR DOCUMENTED APPROVAL BY THE ARCHITECT.

THE DIMENSIONS SHOWN ARE REASONABLY ACCURATE, BUT IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO VERIFY ALL DIMENSIONS SHOWN ON THE DRAWINGS AND TO CHECK WITH ALL PORTIONS OF THE WORK PRIOR TO PROCEEDING WITH CONSTRUCTION OR AUTHORIZING FABRICATION. NOTIFY THE ARCHITECT IF CLARIFICATION OF OR REVISION TO ANY INFORMATION SHOWN IS REQUIRED.

Architectural Studio
HEWN®
HEWN STUDIO 309.828.4055
232 E FRONT STREET BLOOMINGTON IL

CDM BALCONY ENCLOSURE
ARCHITECTURAL IMPROVEMENTS
SCHEMATIC DESIGN DRAWINGS

101 E BEAUFORT STREET
NORMAL, ILLINOIS

REVISIONS:

PROJECT:	HS25.015
SHEET:	1 OF 1
DATE:	08.05.26
DRAWN:	KRO

FIRST FLOOR PLAN

SD1


HYDRO CYCLONE
WATER PROCESS BASICS
LAIVER CPILLO

Bloomington and Normal
Water
Reclamation
District

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CONSENT AGENDA G

BOARD MEETING DATE: September 14, 2026

SUBJECT: Review and Approve the Revision of the Contract for sale to purchase parcel 28-11-400-012 which is located east of the Southeast Wastewater Treatment Facility along N 1675 East Road

PREPARED BY: Timothy L. Ervin, Executive Director

REVIEWED BY: Attorney Elizabeth Megli, Partner with Livingston, Barger, Brandt, and Schroeder

STAFF RECOMMENDATION: Approve the Revised Contract for Sale of Real Estate to sale to purchase parcel 28-11-400-012 and authorize the Executive Director to sign the necessary documents.

ATTACHMENTS: Contract for sale of real estate

BACKGROUND: The District operates two wastewater treatment facilities. The primary facility, situated at 2015 W Oakland Avenue, serves the urban areas of Bloomington and Normal. The secondary facility, located near Randolph Rd in southern McLean County, provides services not only to regions east of Veterans Parkway but also to rural communities, including the Village of Downs and portions of the Crestwicke Subdivision.

The District owns 275 acres of natural land close to the Southeast wastewater treatment facility, which covers five acres. This area includes prairies, forests, and wetlands that create a space for recreation and serve important environmental functions. The wetlands function as a buffer for the treatment process, helping to filter effluent by removing phosphorus and nitrates.

The facility continues to expand through the strategic acquisition of adjacent properties, providing additional space to strengthen environmental assets such as prairie, forest, stream corridor, and wetland areas. Adding land to the Kenneth L. Schroeder Wildlife Sanctuary is especially important because the property lies within the Little Kickapoo watershed, where land use directly affects water quality, habitat, and downstream environmental conditions. Expanding protected acreage gives the District greater ability to manage nutrients before they reach Little Kickapoo Creek by restoring native vegetation, increasing wetland storage, slowing stormwater runoff, and allowing soils and plant systems to naturally capture phosphorus, nitrates, and sediment. In 2024, the most recent expansion added ten acres of bottom land for wetland extension and protection of an ecologically sensitive segment of Little Kickapoo Creek. Continued acquisition of nearby parcels supports the District's long-term goal of using natural lands as a practical, cost-effective tool to protect public health, improve watershed resilience, and preserve the environmental quality of the surrounding area.

At its February 9, 2026, meeting, the Board of Trustees approved the purchase of this parcel 28-11-400-012, a 22.2-acre property east of the Kenneth L. Schroeder Wildlife Sanctuary, for $360,000. Since then, the parties have continued negotiations and refined the Contract for Sale of Real Estate. The most significant revision to the agreement was the removal of an option that would have allowed a third party to construct a large wind turbine on the property. Eliminating that provision was important because it ensured the parcel could be acquired and managed in a manner consistent with the District's long-term goals for the Kenneth L. Schroeder Wildlife Sanctuary and the surrounding Little Kickapoo watershed. This change required additional negotiation between the parties, which extended the timeline and delayed the closing of the purchase. Because the delay carried the transaction into a new fiscal year, staff are bringing the item back to the Board of Trustees to reaffirm approval and authorizing the District to proceed with completing the purchase.

A key requirement remains in the agreement: the seller must annex two farm parcels, identified as 21-22-352-001 and 21-27-100-028, into the District's jurisdictional boundaries. This annexation would make the sixty-nine Crestwicke Subdivision parcels contiguous with the District's boundaries. Once that occurs, the District will be able to end the existing pre-annexation agreement with the subdivision and formally bring each parcel into the District's official boundaries.

Staff requests permission from the Trustees to proceed with the purchase parcel 28-11-400-012 subject to the terms set within the contract for sale of real estate and authorize the Executive Director to sign documents associated with the transaction, inclusive of the contract and all closing documents. Furthermore, staff request permission to permit Attorney Megli to complete the documentation to reclassify the parcel as tax exempt and consolidate the parcel with the existing parcel at the Southeast Plant.

STRATEGIC PLAN ALIGNMENT:

☒Goal I – Compliance & Reliability

☐Goal II – Workforce Excellence

☒Goal III – Public Trust

☒Goal IV – Financial Stability

☒Goal V – Capital Stewardship

Alignment Narrative: The acquisition supports the District's goals for compliance and reliability by expanding the natural treatment and buffering capacity surrounding the Southeast Wastewater Treatment Facility and protecting land within the Little Kickapoo watershed that advances long-term water quality objectives. Preserving environmentally sensitive land and expanding the Kenneth L. Schroeder Wildlife Sanctuary also strengthens public trust by demonstrating responsible environmental stewardship and protecting public resources. In addition, securing this strategically located property advances financial stability and capital stewardship by protecting existing infrastructure investments, supporting future watershed management initiatives, creating opportunities for annexation and growth of the District's tax base, and preserving flexibility to address future operational, environmental, and growth-related needs.

BUDGET IMPACT: The property purchase will be funded through the Short-Term Capital Fund. Sufficient resources are available in the fund to support the acquisition. In the short term, the District expects to continue maintaining the property in agricultural production. Over time, the District anticipates transitioning the land from agricultural use to natural wetland areas that support the broader environmental and watershed protection goals associated with the Southeast Plant and the Kenneth L. Schroeder Wildlife Sanctuary.

CONTRACT FOR SALE OF REAL ESTATE

Seller: Jeffery Fuller & Amy Fuller
10245 N 1530 East Road
Bloomington, IL 61705
Email: jandafuller@frontier.com and fulfarm1990@gmail.com

Attorney:
Noah B. Dwyer
ndwyer@benckendorf.com
Benckendorf & Benckendorf, P.C
101 NE Randolph Ave.
Peoria, IL 61606
309-673-8759

Buyer:
Bloomington Normal Water Reclamation District
2015 W. Oakland Avenue
Bloomington, IL 61701
Email: tervin@bnwrdil.gov

Attorney:
Elizabeth Megli
emegli@lbbs.com
Livingston, Barger Brandt & Schroeder, LLP
115 W. Jefferson St.
Bloomington, IL 61701
309-828-5281

Buyer acknowledges that Seller is entering into this Agreement on the basis of Buyer's agreement that Seller may avail itself of certain tax treatment pursuant to Section 1031 of the Internal Revenue Code, pursuant to Internal Revenue regulations. It is agreed by Seller that all costs associated with said exchange not normally incurred in the course of sale of property in McLean County, Illinois, shall be borne by Seller, and Seller hereby indemnifies Buyer against any and all costs.

Seller acknowledges that Buyer is entering into this Agreement on the basis of Seller's agreement that Buyer may avail itself of certain tax treatment pursuant to Section 1031 of the Internal Revenue Code, pursuant to Internal Revenue regulations. It is agreed by Buyer that all costs associated with said exchange not normally incurred in the course of sale of property in McLean County, Illinois, shall be borne by Buyer, and Buyer hereby indemnifies Seller against any and all costs.

Each party shall execute any and all documents deemed necessary and required by the exchanging party in order to effectuate an Internal Revenue Code §1031 Like-Kind Exchange. The exchanging party shall hold harmless and indemnify the other party against any acts or omissions with respect to said Like-Kind Exchange. Each party acknowledges that the other party may, without the consent of the other, assign this Agreement and the exchanging party's rights hereunder to a Qualified Intermediary ("Intermediary"). In the event of such assignment, the exchanging party shall give the other party written notice of the assignment. The intermediary shall have no personal liability to the non-exchanging party or any other person or entity under this Agreement, or under any other document or instrument at any time executed by the exchanging party or Intermediary in connection with or pursuant to this Agreement, and neither the non-exchanging party nor any other person or entity shall have any recourse against the Intermediary or any of its assets on account of any breach or default hereunder or under any related document. The Intermediary shall have all of the rights and remedies of the exchanging party provided herein. There shall be no diminution of the either party's rights or remedies, and no increase of the either party's liabilities or obligations, hereunder or under any related document on account of such assignment with the exchanging party continuing to be liable to the other party for all obligations imposed upon the exchanging party under this Agreement and under any related document.

THIS CONTRACT is entered into between JEFFERY FULLER and AMY FULLER hereinafter collectively referred to as Seller, and the BLOOMINGTON NORMAL WATER RECLAMATION DISTRICT (BNWRD), hereinafter referred to as Buyer, who agree as follows:

1. **DESCRIPTION, PRICE** and **PAYMENT:** Seller sells the following described real estate, to-wit:

A part of the SW 1/4 of the SE 1/4 of Section 11, Township 22 North, Range 2 East of the Third Principal Meridian, McLean County, Illinois, more particularly described as follows: Beginning at the southeast comer of the SW 1/4 of the SE 1/4 of Section 11; thence S.86°-48'-12"W. 1399.82 feet to the southwest comer of said SW 1/4 of the SE 1/4 of Section 11; thence N.00°-35'-28"W. 827.37 feet on the west line of said SW 1/4 of the SE 1/4 of Section 11; thence S.82°-l l '-48"E. 1409.28 feet to a point on the east line of said SW 1/4 of the SE 1/4 of Section 11; thence S.01°-0l'-16"E. 558.00 feet on the said east line to the Point of Beginning containing 22.20 Acres, more or less, with assumed bearings given for description purposes only

(the legal description may be changed upon provision of a legal description by the title insurance company),

PIN: 28-11-400-012

commonly known as N 1675 East Rd., Heyworth, Illinois, to Buyer, who agrees to pay $360,000.00 therefore in the manner following: $500.00 upon the execution of this Contract to be held in escrow until closing and the remainder by cashier's check, certified funds or the equivalent on or before the 30th day of September, 2026 (the "Closing"), and on receipt of deed.

2. **EVIDENCE OF TITLE:** Seller shall order and Seller shall deliver at least fourteen (14) days before closing to Buyer showing Seller's merchantable title in the Premises a Commitment for Title Insurance issued by Hometown Title, Inc., committing the company to issue an ALTA policy insuring title to the Premises in Buyer for the amount of the purchase price.

Permissible exceptions to title shall include only: (a) the lien of general taxes not yet due; (b) zoning laws and building ordinances; (c) easements of record; (d) limitations and conditions imposed by the Illinois Condominium Property Act, if applicable; (e) items assumed by Buyer hereunder; (f) any lien which may be removed by the payment of money from the purchase price at closing; (g) covenants and restrictions of record; and (h) reservation of mineral title; provided, none of the foregoing exceptions are permissible if they are violated by any existing improvements or the present use of the Premises.

If title evidence discloses exceptions other than those permitted, Buyer shall give written notice of the exceptions to Seller within a reasonable time, but not later than ten (10) days before the closing date. Seller shall have a reasonable time (but not later than the closing date) to have title exceptions removed. If Seller is unable to cure the exceptions or if any extension beyond the closing date would result in the expiration or adverse change in the terms of Buyer's loan commitment, then Buyer shall have the option to terminate this Contract and Seller shall refund the earnest money.

3. **DEED AND POSSESSION:** Seller will cause fee simple title to said real estate to be conveyed to Buyer, or to such party as Buyer may direct, by Warranty Deed, and shall deliver possession to Buyer upon payment being made as herein provided, at closing, subject to the rights of Diamond Grove Wind, LLC pursuant to the Wind Energy Lease with Diamond Grove Wind, LLC, described in that Memorandum of Wind Energy Lease recorded July 13, 2021, as Document No. 202-100016520. The above shall be subject to the mutual execution of a farm lease allowing Seller to farm the parcel for the remainder

of the 2026 farming season.

4. **TAXES:** Seller shall pay the 2025 real estate taxes when they become due. Real Estate taxes for 2026, payable in 2027, shall be paid by Seller or a credit given to buyer at closing. If the amount of the taxes is not then ascertainable, proration shall be on the basis of the most current net taxable value of the property (current assessed value, less all exemptions) times the most current tax rate. All transfer taxes shall be paid by Seller. This provision shall survive closing and delivery of deeds.

5. **FINANCING:** This Contract is not subject to Buyer obtaining financing.

6. **ENCUMBRANCES:**

A. Any existing mortgage shall be satisfied out of purchase price and released when deed is delivered.

B. Easements and building or use restrictions of record, and provisions of zoning and building ordinances, if any, none of which shall be considered as rendering title unmerchantable or unacceptable, provided same are not violated by the existing improvements or the uses thereof.

7. **SELLER'S WARRANTIES:** Seller hereby provides the following warranties:

A. NO MECHANIC'S LIEN: That no work has been done upon, or materials furnished, to the premises which could give rise to a lien or liens under the Mechanics' Lien laws of the State of Illinois;

B. GOOD TITLE: Seller has indefeasible title to all of the personal property to which reference is made herein, and all of said property, together with all appliances and mechanical systems built into the premises are free from security interests or liens other than the lien of any real estate mortgage which will be handled as previously noted herein;

C. NO NOTICE OF VIOLATION RECEIVED: Seller hereby warrants that neither Seller nor Seller's agent has received a notice from any city, village, or other governmental authority of a building or use code violation which exists or has existed as to any structure which is situated on the within described premises.

D. TOXIC OR HAZARDOUS WASTE: Seller warrants that Seller is unaware of any toxic or hazardous waste materials being stored or having been stored on the premises and that no notices have been received from the Illinois Environmental Protection Agency or the Illinois Environmental Pollution Control Board or any other governmental entity with regard to a toxic or hazardous waste problem with the property, except as herein stated.

8. **INSURANCE**: This contract is subject to the State of Illinois Uniform Vendor and Purchaser Risk Act (765 ILCS 65/1), which provides, in general, that the Seller shall bear the risk of loss until transfer of possession or receipt of deed, whichever occurs first.

9. **ADDITIONAL PROVISIONS**:

A. This Contract was prepared by Seller's attorney and approved by Buyer's attorney.

B. When used in this instrument, unless the contract requires otherwise, words importing the masculine gender include the feminine, words importing the singular number include the plural, and words importing the plural number include the singular;

C. The covenants and agreements herein contained shall extend to and be obligatory upon the heirs, executors, administrators, and assigns of the respective parties;

D. Time is of the essence of this Contract.

E. Any deadline in this Contract which falls on a Saturday, Sunday or legally recognized State of Illinois or federal holiday shall be extended to the next business day.

F. Section or paragraph headings, or lack thereof, that may be used in various places throughout this Contract are intended for convenience only and shall not be taken into consideration in any construction or interpretation of this Contract or any of its provisions. To the extent there is deemed to be any conflict between the headings and/or numbers, and the text of this Contract, the text shall control.

G. Buyer agrees to pay a $750 commission to AXIS 360 Commercial Real Estate at Closing;

H. This Contract is subject to the final approval by the District's Board of Trustees at the next meeting on September 14, 2026, when the Contract will be presented for approval

I. Buyer will have a period of thirty (30) days after execution of the Purchase and Sales Agreement to inspect all aspects of the Property and to confirm that there are no exceptions or zoning conditions that would prevent Buyer from using the property in the manner it intends.

J. This Contract is expressly contingent upon Seller annexing to the BNWRD that certain agricultural property with Parcel Identification Number 21-27-100-028 ("Annexed Property"). In further consideration thereof, the BNWRD agrees to provide, to Seller up to two sewer connections to the Annexed Property when the BNWRD is prepared to run a sewer line near the Annexed Property, and the BNWRD will cooperate with Seller as to the desired location of connections, provided, the BNWRD shall have the right to reject any requested location resulting in significant additional cost to the BNWRD, as determined in its sole discretion. Seller acknowledges that it is anticipated to be a number of years, if not longer, before a sewer line becomes adjacent to, or in sufficient proximity, to the Annexed Property. This obligation shall survive closing and delivery of possession.

K. This Contract is expressly contingent upon the Buyer and Seller executing a farm lease with no monthly rent which permits the Seller to farm the premises through the 2026 farming season; this is to be executed contemporaneously with the closing for this sale.

10. **FARM PROPERTY**:

A. Seller represents that the farm tenant is not entitled to any reimbursement for fertilizer, tillage or any other expense unless described here: None.

B. To the extent applicable Seller has, to the best of Seller's knowledge, advised Buyer of fence ownership, field tile location, and government program production basis.

C. Buyer agrees to continue all CRP and other farm program agreements for the entire duration of said agreements and indemnifies and holds harmless Seller from any future costs or damages associated with a breach or termination of said agreements. This provision shall expressly survive closing and delivery of the Deed.

D. Any payments relating to the 2025/2026 crop years or prior that are earned or accrued prior to Closing, but not paid until after Closing (including but not limited to: 2025/2026 crop insurance payments: retroactive or yet-to-finalized federal or state farm aid payments, whether announced prior to Closing or not; delinquent cash rent payments. or otherwise) shall be promptly paid to Seller if received by Buyer. This provision shall expressly survive closing and delivery of the Deed.

E. Seller shall remain the farm tenant on the property for crop year 2026, subject to a modified rental agreement to be entered into by and between Seller and Buyer in advance of closing.

11. **NOTICES, ETC.:** Any notice required under this Contract shall be in writing and shall be deemed served upon Seller or Buyer when personally delivered, deposited for mailing by first class mail, or sent by email or facsimile with written confirmation by first class mail deposited the same day, to Buyer, Seller or their Attorneys at the addresses, email addresses and facsimile numbers set forth on the first page hereof.

12. **ESCROWEE:** The parties agree that Hometown Title, Inc. is hereby designated as Escrowee for the purposes of any escrow created or hereafter required in connection with this Contract. The Escrowee shall hold in escrow the down payment pursuant to the terms of this Contract until closing and not release said funds except with the agreement of all parties, or an order entered by a court of competent jurisdiction

13. **SETTLEMENT:** Closing shall be held at the office of Hometown Title, Inc., or such place as the parties may agree.

14. **ATTORNEY'S FEES AND EXPENSES:** Should either Seller or Buyer be required to incur attorney's fees, costs, and/or other expenses (including expenses of litigation) as a result of the other party's failure to perform any obligation pursuant to the terms of this Contract, then the party so failing to perform shall be liable to the other party for any reasonable attorney's fees, costs, and expenses (including expenses of litigation) incurred by such other party. This provision shall survive closing and delivery of deeds.

15. **DEFAULT:** If Buyer fails to perform any obligation imposed by this Contract, Seller may serve written notice of default upon Buyer and if such default is not corrected within ten (10) days thereafter, this Contract shall terminate, and Seller shall be entitled to retain the earnest money and all interest accrued thereon as liquidated damages as Seller's exclusive remedies hereunder. In the event of failure of Seller to perform the obligations imposed by this Contract, Buyer may terminate this Contract and receive a refund of the earnest money together with all interest accrued thereon upon similar notice served upon Seller and similar expiration of time period. The foregoing remedies, in the event of default, are not intended to be the exclusive remedies of Buyer and Buyer shall have the right to seek specific performance of the Contract in the event of Seller's default.

16. **ENTIRE AGREEMENT:** This Contract represents the entire agreement of the parties. Any prior written or oral agreements of the parties regarding the transaction which is the subject of this Contract merge with and are superseded by this Contract.

17. **RELEASE OF MORTGAGE INFORMATION**: Seller authorizes Benckendorf & Benckendorf, P.C., and the employees thereof, and Hometown Title, Inc., and the employees thereof, to obtain payoff statements on any mortgage loan or other lien encumbering title to the premises sold under this contract.

18. **FACSIMILE OR DIGITAL SIGNATURES:** Facsimile or digital signatures shall be sufficient for purposes of executing, negotiating, and finalizing this Contract, and delivery thereof by one of the following methods shall be deemed delivery of this Contract containing original signature(s). An acceptable facsimile signature may be produced by scanning an original, hand-signed document and transmitting by facsimile. In addition to original written signatures, signature of this Agreement by either or both of the parties through scanned signatures transmitted by email and/or digital or electronic signatures through commercially available technology that complies with the requirements of the Illinois Uniform Electronic Transactions Act, including but not limited to DocuSign, Authentisign, Adobe E-Signatures and SignIT, shall be considered an original signature and will be binding on the parties. Transmissions of a signed copy of this Contract may be by an established electronic method, such as creating a PDF ("Portable Document Format") document and sending same by electronic mail.

19. **EXECUTION IN COUNTERPARTS:** This Contract may be executed in several counterparts, each of which shall be deemed an original, and all of such counterparts together shall constitute one and the same instrument.

THIS IS INTENDED TO BE A LEGAL DOCUMENT. AN ATTORNEY AT LAW SHOULD BE CONSULTED PRIOR TO THE EXECUTION OF THIS DOCUMENT

[The Balance of this Page is Intentionally Blank. Signatures Follow.]

IN WITNESS WHEREOF**,** the parties to these presents have executed several counterparts of this Contract, of equal effect.

SELLER:

____
Jeffery Fuller Date

____
Amy Fuller Date

BUYER:

BLOOMINGTON NORMAL WATER RECLAMATION DISTRICT

By: ______________________________
Timothy Ervin, Its Executive Director Date

The above-named designated Escrowee hereby accepts the Escrow on the terms and conditions heretofore set forth.

Hometown Title, Inc.

____
ESCROWEE

Proposed Purchase of Property
28-11-400-012

Bloomington and Normal

Water

Reclamation

District

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CONSENT AGENDA H

BOARD MEETING DATE: September 14, 2026

SUBJECT: Consideration and Approval of Resolution 2026-22 Support of an Illinois Transportation Enhancement Program (ITEP) Grant Application for Bicycle and Pedestrian Improvements

PREPARED BY: Timothy L. Ervin, Executive Director

REVIEWED BY: Jessica Runge, Finance Manager

STAFF RECOMMENDATION: Approve the Resolution 2026-22 Confirming the Financial Commitment for the Transportation Enhancement Program (ITEP) Grant.

ATTACHMENTS: Resolution 2026-22

BACKGROUND: The **Illinois Transportation Enhancement Program (ITEP)** is a competitive grant program administered by the **Illinois Department of Transportation (IDOT)**. ITEP provides funding for projects that improve safety, accessibility, and community connectivity for walking, bicycling, and other non-motorized transportation. It is one of Illinois' largest funding sources for bicycle and pedestrian infrastructure improvements.

Trail and Utility Corridor Benefits

Constructing a bicycle and pedestrian trail within a sewer easement corridor allows the community to gain multiple benefits from the same public investment. A trail in this location would:

- Improve recreational access and non-motorized transportation options;
- Support efficient access for sewer maintenance and inspection;
- Help protect the utility corridor from encroachment;
- Complement nearby stream restoration and environmental improvement efforts; and
- Create long-term public value by making productive use of land already controlled for wastewater infrastructure.

District and Project Benefits

For BNWRD, a creek-side trail over an interceptor corridor supports both infrastructure management and watershed improvement. By combining public access with utility corridor protection, the project can be presented as both:

- An **infrastructure asset management strategy** that improves access for inspection, maintenance, and long-term corridor protection; and
- A **watershed enhancement project** that complements stream restoration, environmental stewardship, and community recreation.

Together, these benefits may strengthen the project's competitiveness for ITEP or similar grant funding by clearly demonstrating transportation, operational, environmental, and public value.

Resolution Purpose and Funding Commitment

Approval of this resolution confirms the District's commitment to provide the required local matching funds if IDOT awards grant funding for the proposed bicycle and pedestrian improvement project. The resolution is required for grant consideration and helps the District to leverage outside funding while advancing transportation, environmental, recreational, and infrastructure management goals.

The resolution confirms that the District is willing, able, and financially prepared to meet the local funding obligations associated with the project if it is selected for award. Staff requests the Board of Trustees approve the proposed resolution.

STRATEGIC PLAN ALIGNMENT:

☐Goal I – Compliance & Reliability

☐Goal II – Workforce Excellence

☒Goal III – Public Trust

☒Goal IV – Financial Stability

☒Goal V – Capital Stewardship

Alignment Narrative: The project demonstrates the District's commitment to creating broader community benefits through the strategic use of publicly owned infrastructure corridors. The proposed bicycle and pedestrian improvements would expand recreational opportunities, strengthen community connections, and complement ongoing environmental stewardship efforts. By pursuing external grant funding, the District could leverage state resources to support improvements that provide both public and operational value. The project would also improve access to sewer infrastructure for inspections, maintenance, and emergency response; protect utility corridors from encroachment; and maximize the long-term value of District-owned easements and interceptor sewer assets.

BLOOMINGTON & NORMAL
WATER RECLAMATION
DISTRICT

BUDGET IMPACT: There is no immediate financial impact associated with approving the resolution. The purpose of the resolution is to demonstrate to IDOT that BNWRD has the financial capacity to provide the required local match if grant funding is awarded. Future project expenditure would only occur if the grant were awarded and the Board authorizes the project to proceed.

RESOLUTION NO. 2026-22

A RESOLUTION IN SUPPORT OF AN ILLINOIS TRANSPORTATION ENHANCEMENT PROGRAM (ITEP) GRANT APPLICATION FOR BICYCLE AND PEDESTRIAN IMPROVEMENTS

WHEREAS, the Bloomington and Normal Water Reclamation District, located in the County of McLean, State of Illinois, desires to participate in the construction of bicycle and pedestrian facilities along the west branch of Sugar Creek between Hovey Avenue and College Avenue (the “Project”); and

WHEREAS, an Illinois Transportation Enhancement Program (ITEP) Grant will fund 80% of eligible preliminary engineering, design, construction, and construction engineering costs and 50% of right-of-way and street lighting costs of the proposed improvements; and

WHEREAS, the Grant Application requires the BNWRD to make a series of certifications and acknowledgements regarding its commitment to the program, its willingness and ability to complete the proposed Project, including possessing the necessary funds to do so, and its agreement to comply with a variety of enumerated state laws, and certain other rules and regulations; and,

WHEREAS, the BNWRD's Board of Trustees has determined that the Bicycle and Pedestrian Improvements using matching funds provided by the ITEP grant is in the best interests of the BNWRD, its taxpayers and the general public, and hereby authorizes and approves the execution of the Grant Application.

NOW, THEREFORE, BE IT RESOLVED BY THE BLOOMINGTON AND NORMAL WATER RECLAMATION DISTRICT, McLEAN COUNTY, ILLINOIS, AS FOLLOWS:

SECTION 1: The foregoing recitals are hereby incorporated into, and made part of, this Resolution.

SECTION 2: The Bloomington and Normal Water Reclamation District does hereby commit to being responsible for payment of any required matching funds and/or ineligible or other costs associated with the Project as determined by Illinois Department of Transportation.

SECTION 3: This Resolution shall be in full force and effect from and after its passage and approval as provided by law.

Resolved this 14th day of September 2026.

____
Jeffrey K. Feid, President
Bloomington Normal Water
Reclamation District

ATTEST:

____
Joan Brehm
District Clerk

Bloomington and Normal
Water
Reclamation
District

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BLOOMINGTON & NORMAL
WATER RECLAMATION DISTRICT

CONSENT AGENDA I

BOARD MEETING DATE: September 14, 2026

SUBJECT: Retain Baxter & Woodman for the civil and ecological design services to restore the Sugar Creek corridor between W. Market St. and W. Washington St. as part of the 2026 State of Illinois Green Infrastructure Grant Opportunities (GIGO) Award

PREPARED BY: Timothy L. Ervin, Executive Director

REVIEWED BY: Cecily Cunz, AICP, Baxter & Woodman Senior Environmental Planner

STAFF RECOMMENDATION: Approve Work Order 26-010 from Baxter & Woodman in the amount of $123,500.

ATTACHMENTS: Work Order 26-010

BACKGROUND: Streams provide important public and environmental benefits, including habitat, floodplain function, recreation, and watershed health. Stream restoration helps reestablish natural channel, floodplain, bank, and vegetation features so streams become more stable, resilient, and self-sustaining.

History of Sugar Creek Improvements. After major flooding in Bloomington and Normal during the 1920s and 1930s, the District channelized portions of Sugar Creek with concrete panels along the stream bed and banks. This common flood-control practice improved conveyance and helped move combined sewer overflow discharges downstream and away from urban areas.

Current Conditions and Concerns. The District now owns and maintains miles of creeks in urban and rural areas, including sections of Sugar Creek that still contain concrete from the 1920s and 1930s. Many of these areas have deteriorated, creating maintenance, safety, and environmental concerns.

- Exposed rebar, eroding banks, and undermined concrete show that parts of the channel are no longer functioning as intended.
- Remaining concrete limits habitat, reduces natural stream function, and contributes to degraded water quality.
- Disturbed conditions support noxious weeds, reduce native vegetation and wildlife value, and may create hazards along the creek corridor.

Project Need and Grant Purpose. These concerns are especially important along the approximately 2,002-foot section of Sugar Creek between West Market Street and West Washington Street. In this area, low-lying District facilities and critical sewer infrastructure may be affected by erosion, high-flow events, and long-term channel instability. Approval of a work order is needed to move the Sugar Creek Green Infrastructure Project from concept into design and permitting.

The IEPA GIGO Program supports best management practices that prevent, reduce, or eliminate stormwater runoff into Illinois rivers, streams, and lakes. The program also favors watershed-based projects that use multiple treatment practices to achieve more effective and efficient water quality improvements.

Scope of Design and Permitting Work. The work order will fund the technical services needed to turn the Sugar Creek Green Infrastructure Project into a defined, permit-ready design. This work will include topographic survey, tree inventory and preservation planning, wetland delineation, stream assessment, civil and ecological design, floodplain and riverine modeling as needed, construction plan preparation, and completion of required permit applications.

Baxter & Woodman will fully design and permit a stream restoration project that may include eroding streambank stabilization, reconnection of floodplain and wetland areas where feasible, improved stormwater storage, removal of invasive trees and shrubs, and establishment of native plants and trees in riparian areas. These design elements are intended to improve ecosystem function, reduce flooding impacts, protect District facilities in low-lying areas, and create a more stable and resilient creek corridor.

Grant Funding. Baxter & Woodman assisted the District to secure $956,788.23 in IEPA GIGO funds for design and construction of the Sugar Creek Green Infrastructure Restoration Project under IEPA Grant Agreement 26GIGO01(27-2388-19727).

Requested Authorization. Staff requests authorization to retain Baxter & Woodman and approve Work Order 26-010 for $123,500 to complete design, permitting, and bid assistance for the Sugar Creek corridor between West Market Street and West Washington Street. Approval will allow the District to meet grant requirements and begin the permitting process before implementation.

STRATEGIC PLAN ALIGNMENT:

☒Goal I – Compliance & Reliability

☐Goal II – Workforce Excellence

☐Goal III – Public Trust

☒Goal IV – Financial Stability

☒Goal V – Capital Stewardship

Alignment Narrative: This project aligns with the District's Strategic Plan by advancing the responsible stewardship, rehabilitation, and long-term sustainability of critical water resource infrastructure. The proposed restoration of Sugar Creek will address aging and deteriorated channel conditions that have contributed to erosion, habitat degradation, maintenance challenges, and risks to nearby District facilities. By stabilizing streambanks, improving floodplain function, enhancing stormwater management, and restoring native ecological features, the project supports a more resilient and self-sustaining stream corridor capable of adapting to future environmental conditions.

The project also reinforces the District's commitment to environmental protection and public trust by improving water quality, reducing flooding and erosion impacts, and protecting public infrastructure and natural resources. Leveraging nearly $1 million in IEPA grant funding demonstrates sound financial stewardship and maximizes external resources to address long-standing watershed challenges. Through proactive planning, restoration, and investment in green infrastructure, the project will help safeguard District assets, improve ecosystem health, and provide lasting benefits to the community for generations to come.

BUDGET: The cost estimate for the overall project is $1,349,288. The IEPA GIGO grant will reimburse the District $956,788, with a potential matching portion paid by the District of $392,500.

BLOOMINGTON-NORMAL WATER RECLAMATION DISTRICT, ILLINOIS
SUGAR CREEK GIGO RESTORATION – DESIGN & PERMITTING
WORK ORDER 26-010

Engineer's Project No. 2500335.01

Project Description:

Prepare a civil and ecological design to restore the riparian corridor of Sugar Creek between W Market Street and W Washington Street and establish native plant communities and wetlands withing the floodplain. Prepare and submit permit applications necessary to perform the restoration construction work. Assist the District with bidding the project to be constructed. This work is partially funded by the IEPA Green Infrastructure Grant Opportunity program #26GIGO01(27-2388-19727).

Engineering Services:

A detailed scope of services for this project is listed in Attachment A of this Work Order.

Compensation:

Compensation for the services to be provided under this Work Order will be in accordance with the Engineering Services Agreement dated August 31, 2024, and Attachment A to this Work Order. The Engineer's fee shall be **$123,500.00**. Please note that the GIGO grant budgeted $50,000 for "consultant services and expense" and is reimbursing the applicant for $37,500. Work beyond this value is allowed, but not reimbursable by the grant.

Submitted by: **Baxter & Woodman, Inc.**

By: _ [redacted]
Paul Siegfried, PE

Title: Associate Vice President

Date: August 27, 2026

Approved by: **Bloomington-Normal Water Reclamation District**

By: ____

Title:

Date: ______________________________________

Additional Comments and Conditions: None.

PROJECT DESCRIPTION:

Prepare a civil and ecological design to restore the riparian corridor of Sugar Creek between W Market Street and W Washington Street and establish native plant communities and wetlands withing the floodplain. Prepare and submit permit applications necessary to perform the restoration construction work. Assist the District with bidding the project to be constructed.

SCOPE OF SERVICES:

1. PROJECT COORDINATION AND DATA COLLECTION

1.1 PROJECT MANAGEMENT

A. Plan, schedule, and control the activities that must be performed to complete the Project including budget, schedule, and scope.

B. Coordinate with BNWRD to confirm the goals of the Project are achieved.

C. Prepare and submit monthly invoices and provide a monthly status report via email describing tasks completed the previous month and outlining goals for the subsequent month.

1.2 PROJECT MEETINGS – The following meetings are anticipated for this Project

A. Conduct one (1) Project kick-off meeting with BNWRD to establish clear lines of communication, introduce BNWRD staff to the project team, and establish the BNWRD's detailed needs, objectives, and goals for the Project. The meeting will also be used to obtain information, drawings, plans, atlases, and other available data to be supplied by BNWRD and set schedules and guidelines for future design meetings.

B. Conduct two (2) meetings with staff during the design of the Project to clarify staff wishes, design questions, and/or construction methods at 30% and 60% design stages.

1.3 COLLECT EXISTING DATA – Obtain, review, and evaluate the following information provided by BNWRD for use in design:

A. Utility Atlases

B. GIS Shape files surrounding the project limits

C. Aerial Photography

D. Environmental Studies

E. Maintenance and flooding records

F. Drainage Studies

G. Geotechnical Data

H. Previous project plans

1.4 TOPOGRAPHIC SURVEY

A. Topographic Survey: Perform topographic survey of the Project limits of natural and man-made features to develop base sheets for Project plan drawings. State plane coordinates and NAVD 88 will be used for horizontal and vertical controls.

1) The survey limits will include the stream, its banks, and surrounding upland areas within Project area.

2) Ground shots shall be taken that are sufficient to generate one-foot interval contours.

3) The survey will field locate underground utilities and visible structures such as manholes, outfalls, and bridges located within the survey limits. Rim elevations, inverted elevations/directions will be collected for all accessible structures.

B. Develop base sheets of natural and man-made features from topographic survey data, including creating lists of deficient items for clarification at future site visits.

1.5 TREE SURVEY – Conduct a survey of desirable native trees/shrubs that are recommended to be preserved within the proposed Project area, with the assumption that all other trees and shrubs will be removed as part of the proposed Project. Each desirable tree/shrub will be tagged, assessed, and located using submeter GPS. The information will be tabulated in a Tree Inventory Table including tree tag number, species (common and scientific), DBH, condition, and general comments regarding quality. Resulting data will be used by Baxter & Woodman when developing the Tree Preservation/Removal portion of the design plans.

1.6 WETLAND DELINEATION AND REPORT

A. Conduct a wetland delineation within the Project area in accordance with the U.S. Army Corps of Engineers (Corps.) 1987 Wetland Delineation and the Midwest Regional Supplement for Wetland Delineations. Pink pin flags will be used to delineate the on-site wetland boundaries. Baxter & Woodman will GPS locate all wetland delineation flags using a submeter Trimble GPS unit. As required by the Corps, the delineation will include an on-site investigation of vegetation, soils, and hydrology. In addition, the floristic quality index (FQI) will be calculated for each wetland encountered. Digital photographs of data points will be taken to assist in documenting existing site conditions. Adjacent off-site wetlands will also be identified and inspected, if possible, but not flagged.

B. Prepare a wetland delineation report in accordance with the *U.S. Army Corps of Engineers 1987 Wetland Delineation Manual and Midwest Regional Supplement*. The report will include the following: a wetland delineation exhibit that shows all wetlands and data collection points within the Project area, photos of representative data points locations, wetland and soils maps, U.S. Army Corps of Engineers data forms, and an evaluation of the quality of on-site wetlands based upon the Floristic Quality Index (FQI).

1.7 SITE VISITS FOR DESIGNERS

A. Conduct one (1) site visit to familiarize the designer(s) with the site, clarify any discrepancies on the Drawings, and complete a streambank and riparian zone assessment.

B. Stream Assessment: Baxter & Woodman will use one-foot topographic data and display it on a leaf-off color aerial photograph for use during a site visit. A Baxter & Woodman Senior Restoration Ecologist & Environmental Engineer will meet onsite with the Public Works Director to determine extents and severity of erosion in previously identified problem areas. Detailed notes and photos will be obtained related to the existing condition and proposed options. This information will be used to identify appropriate stabilization methods and develop design plans.

1.8 UTILITY LOCATES & COORDINATION

A. Complete a Design Stage Request with JULIE, which consists of obtaining names and phone numbers of utilities located within the work area.

B. Obtain names and phone numbers of all utilities located within the work area. Contact utilities, obtain atlases where available, and provide preliminary plan sheets to utility companies for their markup and return.

C. Record and maintain documentation of communications with utilities.

2. DESIGN DEVELOPMENT

2.1 PRELIMINARY DESIGN DOCUMENTS (30% to 60%)

A. Develop base sheets of natural and man-made features from topographic survey data.

B. Indicate the location of all utilities that can be obtained from the best available records, including utility company atlases.

C. Develop the preferred design for stream realignment and regrading to accommodate stabilization and restoration.

D. Develop stream profile and typical cross sections.

E. Identify best practices for stabilization, erosion control, and proposed plantings throughout the Project area.

F. Prepare plan sheets that indicate the proposed layout of design elements at 30% and 60% levels for client review.

G. Plan sheets will include improvement limits, label construction limit locations, utility adjustments, and wetland locations and impacts.

2.2 PRELIMINARY ENGINEER'S OPINION OF PROBABLE COST (EOPC) – Prepare a cost estimate for the project including construction cost and contingencies based on 60% plans.

2.3 FINAL DESIGN AND BIDDING DOCUMENTS (100%)

A. Review and respond to Preliminary (60%) plan sheets comments.

B. Finalize the preferred geometric layout, profile, and cross section throughout the Project.

C. Finalize the design for the proposed improvements.

D. Provide detailed drawings, design elements and construction requirements.

E. Indicate location of all utilities that can be obtained from the best available records, including utility company atlases and SUE locates.

F. Create all legends, general notes, and designer instructions to contractors, to create a final set of construction drawings.

G. Detailed Drawings: Complete plan sheets required for bidding including Cover, General Notes, Schedule of Quantities, Existing Conditions, Erosion Control, Tree Preservation, Grading, Planting Plan, Design Details, and Cross Sections.

H. Provide Construction Specifications detailing the general scope, extent, and character of construction work to be performed by the Contractor(s).

2.4 FINAL ENGINEER'S OPINION OF PROBABLE COST (EOPC) – Prepare a cost estimate for the project including construction cost and contingencies based on 100% plans.

3. HYDRAULIC MODELING FOR IDNR-OWR FLOODWAY CONSTRUCTION PERMIT

3.1 Perform an Engineering Data Request through FEMA Engineering Library to obtain the effective regulatory model for the studied floodplain at the project site.

3.2 Convert the effective regulatory model to a working model in HEC-RAS format, known as a "Duplicate Effective Model." Based on documentation in the Flood Insurance Study for McLean County, the effective regulatory model is assumed to be in HEC-2 format and will likely be in a non-digital format (scanned printouts).

3.3 Update the Duplicate Effective model with known geometric and flow changes and update the model parameters to reflect modern hydraulic modeling standards to create a "Corrected Effective Model."

3.4 Develop a geometry file of the "Existing Condition," which reflects physical modifications that have occurred within the floodplain since the date of the current effective model.

3.5 Develop a geometry file of the "Proposed Condition" to be used in comparison with the corrected effective condition (or existing condition, as appropriate).

4. ENVIRONMENTAL COORDINATION AND PERMITTING

4.1 Clean Water Act (Section 404) Permit – Submit a Joint Application and supporting documents including Design Plans, Project Narrative, and Wetland Report to the USACE for work within the Waters of the United States. This scope of work assumes processing through the Nationwide Permit Program.

4.2 IDNR-OWR Floodway Construction Permit – Prepare a Joint Application and Hydraulic Report to the IDNR-OWR to submit for a Floodway Construction Permit. Use prepared hydraulic modeling of existing and proposed channel geometry and conditions to demonstrate compliance with IDNR-OWR Part 3708 requirements for floodway construction.

4.3 IDNR EcoCAT Consultation – Submit an EcoCAT information request through the IDNR website to identify potentially impacted natural resources. Should potential impacts be identified, consultation may be required. Providing additional project information and fees, as may be required for consultation, are not included in the scope of this project and would be a separate expense to the Owner if required. Unique design measures to mitigate impacts from the EcoCAT will also be considered additional services.

4.4 SHPO Historic Preservation Consultation – Obtain a historic preservation consultation from the Illinois SHPO.

4.5 IEPA ILR10 – Submit a Notice of Intent (NOI) and Stormwater Pollution Prevention Plan (SWPPP) to the IEPA for a General NPDES Permit No. ILR10.

4.6 City of Bloomington – Submit a Miscellaneous Permit Application to perform work within the city's regulatory floodplain.

5. BIDDING ASSISTANCE

5.1 Prepare an advertisement to bid.

5.2 Assist the District in solicitation of bids from qualified bidders and prepare addenda as necessary.

5.3 Respond to bidder questions prior to Pre-Bid Conference.

5.4 Attend a virtual Pre-Bid Conference to clarify remaining questions.

5.5 Attend in-person Bid Opening to receive and evaluate bids.

5.6 Tabulate bids and make a recommendation to the District for award of contract.

Deliverables:

1) Stream assessment report
2) Preliminary Design Plans and OPC

3) Final Design Plans and OPC
4) Construction Specifications

Exclusions:

1) Individual U.S. Army Corps of Engineers Section 404 Permit Application (not expected to be required)
2) Floodplain remapping
3) ROW Acquisition services including title commitments, Plats, Legals, Appraisals, Negotiations (not expected to be required)
4) Wetland Banking Fees (not expected to be required)
5) Public meetings
6) Project Specifications
7) Permitting and data request fees
8) Funding applications

BLOOMINGTON & NORMAL WATER RECLAMATION DISTRICT

CONSENT AGENDA J

BOARD MEETING DATE: September 14, 2026

SUBJECT: Retain Baxter & Woodman for the Sugar Creek at White Oak Park Restoration Design and Permitting

PREPARED BY: Timothy L. Ervin, Executive Director

REVIEWED BY: Cecily Cunz, AICP, Baxter & Woodman Senior Environmental Planner

STAFF RECOMMENDATION: Approval of Work Order 26-011 from Baxter & Woodman in the amount of $108,260.

ATTACHMENTS: Work Order 26-011

BACKGROUND: Portions of Sugar Creek within and near White Oak Park have experienced streambank erosion and related channel instability. These conditions may continue to affect the creek, adjacent vegetation, nearby infrastructure, and the District's ability to access and maintain facilities located within the corridor.

The proposed engineering work will identify the location and severity of the existing problems and develop improvements that stabilize the stream while also restoring ecological functions. The design will consider stream alignment, bank grading, erosion protection, native plantings, tree preservation, wetlands, utilities, flooding, and the long-term maintainability of the completed improvements.

The project area extends along Sugar Creek between White Oak Road and West Market Street. Because the proposed work may occur within wetlands, regulated waters, and the designated floodway, several environmental and floodplain permits will be required before construction can begin.

Baxter & Woodman will provide the engineering, environmental, surveying, hydraulic modeling, and permitting services needed to complete final design. The consultant will coordinate the schedule, scope, and budget with District staff, including a kickoff meeting and design review meetings at the 30 percent and 60 percent design stages. The consultant will review available District information, including utility atlases, GIS data, aerial photography, environmental studies, maintenance and flooding records, drainage studies, geotechnical information, and prior construction plans. A detailed topographic survey will document the creek, streambanks, upland areas, utilities, manholes, outfalls, bridges, and other visible features. The survey will use state plane coordinates and NAVD 88 elevation control and will support one-foot design contours.

A tree survey will identify desirable native trees and shrubs for possible preservation. Each tree or shrub will be located, tagged, assessed, and included in an inventory to guide the preservation and removal plans. The consultant will conduct a wetland delineation under applicable U.S. Army Corps of Engineers guidance. The work will evaluate vegetation, soils, and hydrology; document wetland boundaries; assess wetland quality using the Floristic Quality Index; and produce a report to support design and permitting. A senior restoration ecologist and environmental engineer will inspect the site with District staff to evaluate streambank and riparian corridor conditions. The inspection will document erosion severity and help determine appropriate stabilization and restoration methods.

The consultant will prepare plans for stream realignment, grading, bank stabilization, erosion control, ecological restoration, native plantings, utility coordination, wetland impacts, and tree preservation. Preliminary plans will be submitted for District review at the 30 percent and 60 percent design stages. The 60 percent submittal will include a preliminary Engineer's Opinion of Probable Cost.

Staff recommend approval of Work Order 26-011 with Baxter & Woodman, Inc. for the Sugar Creek at White Oak Park Restoration Design and Permitting project in the amount of $108,260.

STRATEGIC PLAN ALIGNMENT:

☒Goal I – Compliance & Reliability

☐Goal II – Workforce Excellence

☐Goal III – Public Trust

☒Goal IV – Financial Stability

☒Goal V – Capital Stewardship

Alignment Narrative: This project aligns with the District's Strategic Plan by supporting long-term stewardship, rehabilitation, and resilience of critical public infrastructure. By addressing streambank erosion and channel instability along Sugar Creek, the project helps protect District assets, preserve access for ongoing operations and maintenance, and reduce the risk of future damage to public infrastructure and natural resources. The proposed restoration will improve the creek's ability to safely convey stormwater, enhance ecosystem health, and strengthen the reliability of infrastructure that residents depend upon during both routine and extreme weather events.

The project also advances the District's commitment to environmental sustainability and responsible resource management. Through stream restoration, wetland protection, native vegetation enhancement, and careful consideration of floodplain impacts, the project balances infrastructure needs with ecological benefits. Investing in proactive planning, design, and permitting today helps ensure the District can effectively maintain and rehabilitate critical infrastructure while protecting water quality, reducing long-term maintenance costs, and preserving community assets for future generations.

<u>BUDGET</u>: A cost estimate for the overall stream bank restoration project is still being developed. This section is anticipated to have a high restoration cost because of the extensive erosion observed along the stream corridor. Establishing a project cost estimate will also support future grant applications by improving project readiness and demonstrating the anticipated funding need.

Work Order

BLOOMINGTON-NORMAL WATER RECLAMATION IDSTRICT, ILLINOIS
SUGAR CREEK AT WHITE OAK PARK – DESIGN & PERMITTING
WORK ORDER 26-011

Engineer's Project No. 2600866.01

Project Description:

Prepare a civil and ecological design to restore and stabilize areas of concern along Sugar Creek between White Oak Rd. and W. Market St. in Bloomington, Illinois. Prepare and submit permit applications necessary to perform the stream construction work.

Engineering Services:

A detailed scope of services for this project is listed in Attachment A of this Work Order.

Compensation:

Compensation for the services to be provided under this Work Order will be in accordance with the Engineering Services Agreement dated August 31, 2024, and Attachment A to this Work Order. The Engineer's fee shall be **$108,260.00**.

Submitted by: **Baxter & Woodman, Inc.**	Approved by: **Bloomington-Normal Water Reclamation District**
By: [redacted] Paul Siegfried, PE	By: ______________________
Title: Associate Vice President	Title:
Date: August 28, 2026	Date: ______________________

Additional Comments and Conditions: None.

PROJECT DESCRIPTION:

Prepare a civil and ecological design to restore and stabilize areas of concern along Sugar Creek between White Oak Rd. and W. Market St. in Normal, Illinois. Prepare and submit permit applications necessary to perform the stream construction work.

SCOPE OF SERVICES:

1. **PROJECT COORDINATION AND DATA COLLECTION**

1.1 PROJECT MANAGEMENT

A. Plan, schedule, and control the activities that must be performed to complete the Project including budget, schedule, and scope.

B. Coordinate with BNWRD to confirm the goals of the Project are achieved.

C. Prepare and submit monthly invoices and provide a monthly status report via email describing tasks completed the previous month and outlining goals for the subsequent month.

1.2 PROJECT MEETINGS

A. The following meetings are anticipated for this Project:

i. Conduct one (1) Project kick-off meeting with BNWRD to establish clear lines of communication, introduce BNWRD staff to the project team, and establish the BNWRD's detailed needs, objectives, and goals for the Project. The meeting will also be used to obtain information, drawings, plans, atlases, and other available data to be supplied by BNWRD and set schedules and guidelines for future design meetings.

ii. Conduct two (2) meetings with staff during the design of the Project to clarify staff wishes, design questions, and/or construction methods at 30% and 60% design stages.

1.3 COLLECT EXISTING DATA

A. Obtain, review, and evaluate the following information provided by BNWRD for use in design:

i. Utility Atlases
ii. GIS Shape files surrounding the project limits
iii. Aerial Photography
iv. Environmental Studies
v. Maintenance and flooding records
vi. Drainage Studies
vii. Geotechnical Data
viii. Previous project plans

1.4 TOPOGRAPHIC SURVEY

A. Topographic Survey: Perform topographic survey of the Project limits of natural and man-made features to develop base sheets for Project plan drawings. State plane coordinates and NAVD 88 will be used for horizontal and vertical controls.
   i. The survey limits will include the stream, its banks, and surrounding upland areas within Project area.
   ii. Ground shots shall be taken that are sufficient to generate one-foot interval contours.
   iii. The survey will field locate underground utilities and visible structures such as manholes, outfalls, and bridges located within the survey limits. Rim elevations, inverted elevations/directions will be collected for all accessible structures.

B. Develop base sheets of natural and man-made features from topographic survey data, including creating lists of deficient items for clarification at future site visits.

1.5 TREE SURVEY

A. Conduct a survey of desirable native trees/shrubs that are recommended to be preserved within the proposed Project area, with the assumption that all other trees and shrubs will be removed as part of the proposed Project. Each desirable tree/shrub will be tagged, assessed, and located using submeter GPS. The information will be tabulated in a Tree Inventory Table including tree tag number, species (common and scientific), DBH, condition, and general comments regarding quality. Resulting data will be used by Baxter & Woodman when developing the Tree Preservation/Removal portion of the design plans.

1.6 WETLAND DELINEATION AND REPORT

A. Conduct a wetland delineation within the Project area in accordance with the U.S. Army Corps of Engineers (Corps.) 1987 Wetland Delineation and the Midwest Regional Supplement for Wetland Delineations. Pink pin flags will be used to delineate the on-site wetland boundaries. Baxter & Woodman will GPS locate all wetland delineation flags using a submeter Trimble GPS unit. As required by the Corps, the delineation will include an on-site investigation of vegetation, soils, and hydrology. In addition, the floristic quality index (FQI) will be calculated for each wetland encountered. Digital photographs of data points will be taken to assist in documenting existing site conditions. Adjacent off-site wetlands will also be identified and inspected, if possible, but not flagged.

B. Prepare a wetland delineation report in accordance with the U.S. Army Corps of Engineers 1987 Wetland Delineation Manual and Midwest Regional Supplement. The report will include the following: a wetland delineation exhibit that shows all wetlands and data collection points within the Project area, photos of representative data points locations, wetland and soils maps, U.S. Army Corps of Engineers data forms, and an evaluation of the quality of on-site wetlands based upon the Floristic Quality Index (FQI).

1.7 SITE VISITS FOR DESIGNERS

A. Conduct one (1) site visit to familiarize the designer(s) with the site, clarify any discrepancies on the Drawings, and complete a streambank and riparian zone assessment.

B. Stream Assessment: Baxter & Woodman will use one-foot topographic data and display it on a leaf-off color aerial photograph for use during a site visit. A Baxter & Woodman Senior Restoration Ecologist & Environmental Engineer will meet onsite with the Public Works Director to determine extents and severity of erosion in previously identified problem areas. Detailed notes and photos will be obtained related to the existing condition and proposed options. This information will be used to identify appropriate stabilization methods and develop design plans.

1.8 UTILITY LOCATES & COORDINATION

A. Complete a Design Stage Request with JULIE, which consists of obtaining names and phone numbers of utilities located within the work area.

B. Obtain names and phone numbers of all utilities located within the work area. Contact utilities, obtain atlases where available, and provide preliminary plan sheets to utility companies for their markup and return.

C. Record and maintain documentation of communications with utilities.

2. **DESIGN DEVELOPMENT**

2.1 PRELIMINARY DESIGN DOCUMENTS (30% to 60%)

A. Develop base sheets of natural and man-made features from topographic survey data.

B. Indicate the location of all utilities that can be obtained from the best available records, including utility company atlases.

C. Develop the preferred design for stream realignment and regrading to accommodate stabilization and restoration.

D. Develop stream profile and typical cross sections.

E. Identify best practices for stabilization, erosion control, and proposed plantings throughout the Project area.

F. Prepare plan sheets that indicate the proposed layout of design elements at 30% and 60% levels for client review.

G. Plan sheets will include improvement limits, label construction limit locations, utility adjustments, and wetland locations and impacts.

2.2 PRELIMINARY ENGINEER'S OPINION OF PROBABLE COST (EOPC)

A. Prepare a cost estimate for the project including construction cost and contingencies based on 60% plans.

2.3 FINAL DESIGN DOCUMENTS (100%)

A. Review and respond to Preliminary (60%) plan sheets comments.

B. Finalize the preferred geometric layout, profile, and cross section throughout the Project.

C. Finalize the design for the proposed improvements.

D. Provide detailed drawings, design elements and construction requirements.

E. Indicate location of all utilities that can be obtained from the best available records, including utility company atlases and SUE locates.

F. Create all legends, general notes, and designer instructions to contractors, to create a final set of construction drawings.

G. Detailed Drawings: Complete plan sheets required for bidding including Cover, General Notes, Schedule of Quantities, Existing Conditions, Erosion Control, Tree Preservation, Grading, Planting Plan, Design Details, and Cross Sections.

2.4 FINAL ENGINEER'S OPINION OF PROBABLE COST (EOPC)

A. Prepare a cost estimate for the project including construction cost and contingencies based on 100% plans.

3. HYDRAULIC MODELING FOR IDNR-OWR FLOODWAY CONSTRUCTION PERMIT

3.1 Perform an Engineering Data Request through FEMA Engineering Library to obtain the effective regulatory model for the studied floodplain at the Project site.

3.2 Convert the effective regulatory model to a working model in HEC-RAS format, known as a "Duplicate Effective Model." Based on documentation in the Flood Insurance Study for McLean County, the effective regulatory model is assumed to be in HEC-2 format and will likely be in a non-digital format (scanned printouts).

3.3 Update the Duplicate Effective model with known geometric and flow changes and update the model parameters to reflect modern hydraulic modeling standards to create a "Corrected Effective Model."

3.3 Develop a geometry file of the "Existing Condition" which reflects physical modifications that have occurred within the floodplain since the date of the current effective model.

3.6 Develop a geometry file of the "Proposed Condition," to be used in comparison with the corrected effective condition (or existing condition, as appropriate).

A. ENVIRONMENTAL COORDINATION AND PERMITTING

i. PERMITS AND AGENCY COORDINATION

a) Clean Water Act (Section 404) Permit – Submit a Joint Application and supporting documents including Design Plans, Project Narrative, and Wetland Report to the USACE for work within the Waters of the United States. This scope of work assumes processing through the Nationwide Permit Program.

b) IDNR-OWR Floodway Construction Permit – Prepare a Joint Application and Hydraulic Report to the IDNR-OWR to submit for a Floodway Construction Permit. Use prepared hydraulic modeling of existing and proposed channel geometry and conditions to demonstrate compliance with IDNR-OWR Part 3708 requirements for floodway construction.

c) IDNR EcoCAT Consultation – Submit an EcoCAT information request through the IDNR website to identify potentially impacted natural resources. Should potential impacts be identified, consultation may be required. Providing additional project information and fees, as may be required for consultation, are not included in the scope of this project and would be a separate expense to the Owner if required. Unique design measures to mitigate impacts from the EcoCAT will also be considered additional services.

d) SHPO Historic Preservation Consultation – Obtain a historic preservation consultation from the Illinois SHPO.

e) IEPA ILR10 – Submit a Notice of Intent (NOI) and Stormwater Pollution Prevention Plan (SWPPP) to the IEPA for a General NPDES Permit No. ILR10.

f) City of Bloomington – Submit a Miscellaneous Permit Application to perform work within the city's regulatory floodplain.

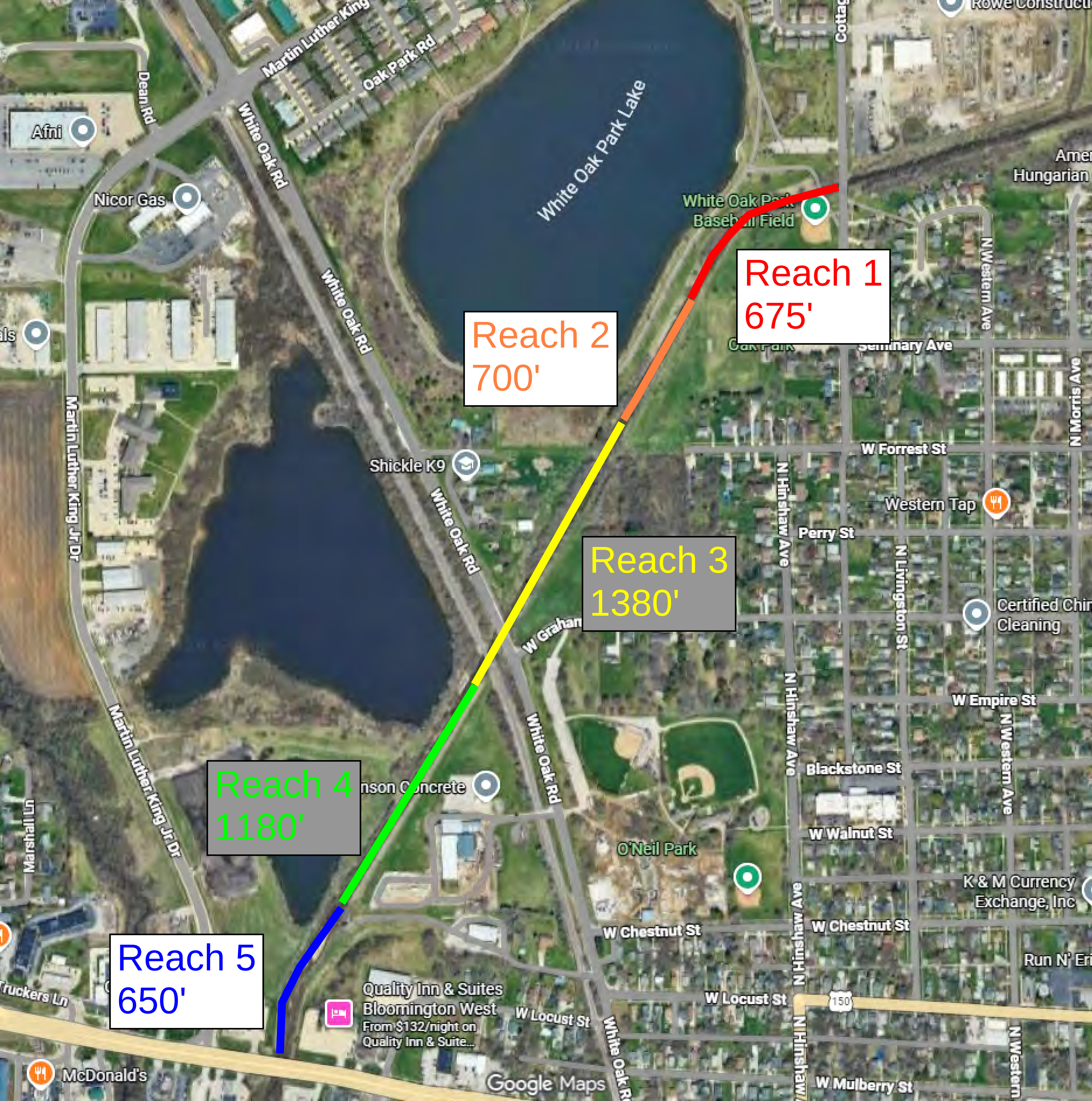
Deliverables:

1) Stream assessment report
2) Preliminary Design Plans and OPC
3) Final Design Plans and OPC

Exclusions:

1) Individual U.S. Army Corps of Engineers Section 404 Permit Application (not expected to be required)
2) Floodplain remapping

3) ROW Acquisition services including title commitments, Plats, Legals, Appraisals, Negotiations (not expected to be required)
4) Wetland Banking Fees (not expected to be required)
5) Public meetings
6) Project Specifications
7) Permitting and data request fees
8) Funding applications



Reach 1
675'
Reach 2
700'
Reach 3
1380'
Reach 4
1180'
Reach 5
650'
White Oak Park Lake
White Oak Park Baseball Field
Martin Luther King
Oak Park Rd
Dean Rd
Afni
Nicor Gas
White Oak Rd
Martin Luther King Jr Dr
Shickle K9
W Graham
N Hinshaw Ave
N Livingston St
N Western Ave
N Morris Ave
Seminary Ave
W Forrest St
Western Tap
Perry St
Certified Chi
Cleaning
W Empire St
Blackstone St
W Walnut St
O'Neil Park
K & M Currency
Exchange, Inc
W Chestnut St
Run N' Eri
W Locust St
Quality Inn & Suites
Bloomington West
From $132/night on
Quality Inn & Suite...
Marshall Ln
Truckers Ln
McDonald's
W Mulberry St
150
Google Maps
Hungarian

Bloomington and Normal
Water
Reclamation
District

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BLOOMINGTON & NORMAL
WATER RECLAMATION DISTRICT

CONSENT AGENDA K

BOARD MEETING DATE: September 14, 2026

SUBJECT: Participation in the U.S. Department of Energy Award for Renewable Natural Gas Feasibility Study

PREPARED BY: Jake Callahan, Assistant Executive Director

REVIEWED BY: Tim Ervin, Executive Director

STAFF RECOMMENDATION: For Informational purposes only, no Board action required.

ATTACHMENT: None

BACKGROUND: The U.S. Department of Energy has executed Award DE-EE0011860 for the Feasibility Study of Renewable Natural Gas (RNG) Production from Organic Wastes for Local Transportation in Bloomington-Normal, Illinois. The award was issued to the Ecology Action Center (EAC) as the lead recipient, and the period of performance is September 1, 2026, through February 28, 2028.

The project team includes the Ecology Action Center (EAC), Illinois State University, Quasar Energy Group, and the District, with participation from local transportation and waste-management stakeholders. The study will evaluate the availability and cost of local organic waste; review facilities and prepare a basic design for anaerobic digestion, RNG, and waste-receiving systems; identify potential impacts to District operations; evaluate transportation uses; and assess economic and environmental feasibility.

The District will participate as a subrecipient and provide technical input regarding existing facilities, anaerobic digestion, biogas production, operational impacts, and potential infrastructure needs. A subaward agreement between the EAC and the District is anticipated and will be presented separately if Board approval is required.

This feasibility study does not authorize construction or commit the District to implement an RNG project. Any future capital project, operational change, or financial commitment resulting from the study would be evaluated separately and presented to the Board through the District's normal approval process.

STRATEGIC PLAN ALIGNMENT:

☐Goal I – Compliance & Reliability

☐Goal II – Workforce Excellence

☒Goal III – Public Trust

☐Goal IV – Financial Stability

☒Goal V – Capital Stewardship

Alignment Narrative:

This feasibility study supports transparent regional collaboration and provides technical information to inform future decisions regarding high strength waste management, anaerobic digestion, biogas utilization, and potential future capital projects. Active collaboration with the feasibility study project team allows the District to evaluate opportunities and identify risks before considering any potential future next steps.

BUDGET IMPACT: Staff will participate in project meetings as required to accomplish each task or subtask of the project. No budget impact is associated with this feasibility study.

CONSENT AGENDA L

BOARD MEETING DATE: September 11, 2026

SUBJECT: Consideration and Approval of Ordinance 2026-29, Transfer of the Gridley St. Alley Property from the City of Bloomington to the District

PREPARED BY: Timothy L. Ervin, Executive Director

REVIEWED BY: Renee Gooderham, Human Resources Manager

STAFF RECOMMENDATION: Approval of Ordinance 2026-29.

ATTACHMENT: Ordinance 2026-29

BACKGROUND: The U.S. Environmental Protection Agency recognizes green alleys as an effective form of green infrastructure and supports their inclusion in comprehensive stormwater management strategies. EPA guidance identifies permeable pavement, rain gardens, green alleys, and similar practices as tools for reducing runoff, improving water quality, mitigating flooding, and limiting flows to combined sewer systems. The Gridley Street Green Alley Project reflects this guidance by incorporating green infrastructure into the District's long-term approach to combined sewer overflow mitigation.

Building on this framework, the District is developing the Gridley Street Green Alley Project as a pilot initiative near 506 S. Gridley Street in Bloomington. The project is being developed in collaboration with neighborhood stakeholders, Illinois State University, the FG Neighborhood Association, and engineering consultants. Its proposed rain garden and permeable alley will capture, detain, and infiltrate stormwater before it enters the combined sewer system. The site was selected because of its history of stormwater impacts and its potential to demonstrate an approach that could be replicated elsewhere in the watershed.

Together, these features will manage stormwater near where it falls, reducing both the volume and rate of runoff entering the combined sewer system. During heavy rainfall, the project will ease pressure on sewer infrastructure and the wastewater treatment plant, lower flood risk, improve system reliability, and preserve existing collection and treatment capacity. The facility will store up to 53,000 gallons of stormwater and is expected to reduce peak flow during a 10-year rainfall event from 14.7 cubic feet per second to 5.5 cubic feet per second.

To support implementation and long-term maintenance, the District must secure ownership of the alley that is integral to the project. Although the City of Bloomington does not intend to retain ownership or responsibility for the improvements, it has agreed to transfer the alley property to the District. The District will accept ownership and assume responsibility for operating and maintaining the project. Accordingly, pursuant to the Illinois Public Property Transfer Act, the Trustees are being asked to adopt an ordinance formally requesting the transfer. Approval will allow the property transfer to proceed and help protect the District's long-term investment in the project.

Successful green alley programs elsewhere in Illinois support the District's commitment to long-term ownership and maintenance. The City of Chicago has constructed more than 400 green alleys through a nationally recognized program designed to reduce flooding, improve stormwater management, and lessen demands on sewer infrastructure. Chicago's experience, together with continued investment by the Metropolitan Water Reclamation District of Greater Chicago, demonstrates that green alleys can provide lasting environmental and infrastructure benefits when integrated into broader stormwater management strategies.

STRATEGIC PLAN ALIGNMENT:

☒Goal I – Compliance & Reliability

☐Goal II – Workforce Excellence

☒Goal III – Public Trust

☐Goal IV – Financial Stability

☒Goal V – Capital Stewardship

Alignment Narrative: The Gridley Street Green Alley Project advances the District's strategic goals by strengthening the resilience of wastewater infrastructure, reducing stormwater impacts on the collection and treatment system, and protecting local water resources. Developed as a collaborative pilot with neighborhood residents, Illinois State University, and community partners, the project demonstrates the District's commitment to innovation, environmental stewardship, and public trust while evaluating a sustainable approach that may be replicated throughout the watershed.

BUDGET IMPACT: Although green infrastructure projects such as the Gridley Street Green Alley require ongoing maintenance of vegetation and permeable surfaces, they may provide long-term financial benefits by reducing stormwater flows, preserving treatment capacity, lowering peak wet-weather demands, limiting flood-related impacts, and potentially deferring costly sewer or treatment plant expansions. The District expects to coordinate ongoing maintenance with private entities in McLean County. As a pilot initiative, the project will also help the District evaluate the cost-effectiveness of incorporating green infrastructure into future capital planning.

ORDINANCE NO. 2026-29

AN. ORDINANCE DECLARING THE NECESSITY OF USE AND AUTHORIZING THE TRANSFER OF PROPERTY FOR THE BENEFIT OF THE BLOOMINGTON AND NORMAL WATER RECLAMATION DISTRICT

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

WHEREAS, the Bloomington and Normal Water Reclamation District ("District") is a sanitary district established under the provisions of the Sanitary District Act of 1917; and

WHEREAS, the City holds title to that certain parcel of real property, used as an alleyway, and legally described on Exhibit A, which is attached hereto and incorporated herein by reference (the "Subject Property"); and

WHEREAS, the territory of the District lies within the corporate limits of the City; and

WHEREAS, the City and the District are municipalities as defined in Section 1(c) of the Local Government Property Transfer Act, 50 ILCS 605/1, et seq. (hereinafter the "Transfer Act"); and

WHEREAS, Section 2 of the Transfer Act authorizes the conveyance of real property from one (1) municipality to another, upon a two-thirds (2/3) vote of the corporate authorities of the transferor municipality (in this case, the City); and

WHEREAS, as a condition precedent to a conveyance under Section 2 of the Transfer Act, the transferee municipality (in this case, the District), must first declare by Ordinance "that it is necessary or convenient for it to use, occupy or improve" the real estate held by the transferor municipality; and

WHEREAS, in accordance with the requirements of Section 2 of the Transfer Act, the District, the transferee municipality, hereby declares that it is necessary and convenient for the District to use, occupy and/or improve the Subject Property.

NOW THEREFORE, BE IT ORDAINED by the Bloomington and Normal Water Reclamation District Board of Trustees, McLean County, Illinois, as follows:

SECTION 1: Incorporation of Recitals. All recitals set forth in the preamble above are hereby fully incorporated into this Ordinance as if set forth in their entirety in this Section 1.

SECTION 2: Declaration of Necessity or Convenience. The District does hereby declare that it is necessary and convenient for the District to use, occupy and/or improve the Subject Property.

SECTION 3: Approval of Documents. The Executive Director of the Bloomington and Normal Water Reclamation District are hereby authorized and directed to execute such documents as necessary to accomplish the transfer of title to the Subject Property, from the Commission to the District.

SECTION 4: Effective Date. This Ordinance shall take effect immediately upon its passage. All previous Ordinances, Resolutions, Motions and Orders of the Bloomington and Normal Water Reclamation District., in conflict herewith, are hereby repealed to the extent of said conflict.

SECTION 5: Separability. If any portion of this Ordinance shall be determined to be invalid by a court of competent jurisdiction, the remaining portions of this Ordinance shall remain in full force and effect.

PASSED this 14th day of September 2026.

____

Jeffrey K. Feid, President
Board of Trustees
Bloomington Normal Water
Reclamation District

ATTEST:

____

Dr. Joan Brehm

EXHIBIT A

All that portion of a 10-foot wide east-west alley lying north of Block 2 in Evan's Third Addition to the City of Bloomington and lying west of the southerly extension of the East Line of the West 10 feet of Lot 4 in Block 6 in John Niccoll's & Company's Addition to the City of Bloomington, McLean County, Illinois.

CERTIFICATION

I, Dr. Joan Brehm, duly elected, qualified, and Clerk of the Board of Trustees of the Bloomington and Normal Water Reclamation District, and in said capacity the keeper of the records, do hereby certify that the foregoing is a true and complete copy of the original "AN ORDINANCE DECLARING THE NECESSITY OF USE AND AUTHORIZING THE TRANSFER OF PROPERTY FOR THE BENEFIT OF THE BLOOMINGTON AND NORMAL WATER RECLAMATION DISTRICT" by the Board of Trustees of Bloomington and Normal Water Reclamation District at a regular meeting held on the 11th day of August 2025, the vote on the passage of the Ordinance having been taken by Ayes and Nays and all of the Trustees had voted favorably thereon, and the vote having been entered on the journal of the proceedings of said Board of Trustees.

The pamphlet form of this Ordinance, including the Ordinance and cover sheet thereof, was prepared, and a copy was posted in the District Administrative building commencing on August 11, 2025, and continuing for at least ten (10) days thereafter. Copies of the Ordinance were also available for public inspection in the District's Administrative building upon request.

Witness my hand and seal of Bloomington and Normal Water Reclamation District on this 11th day of August 2025.

____

Dr. Joan Brehm, Clerk
Board of Trustees
Bloomington Normal Water
Reclamation District

ANNEXATIONS

Bloomington and Normal Water Reclamation District

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BLOOMINGTON & NORMAL WATER RECLAMATION DISTRICT

ANNEXATION A

BOARD MEETING DATE: September 14, 2026

SUBJECT: Consideration and Approval of Annexation Ordinance 2026-23 and the Petition to Annex parcels 21-06-277-012 and 21-06-277-008 commonly located at 702 Brad Street.

PREPARED BY: Timothy Ervin, Executive Director

REVIEWED BY: Attorney Elizabeth Megli, Partner with Livingston, Barger, Brandt, and Schroeder

STAFF RECOMMENDATION: Approval of the Annexation Petition and Ordinance 2026-23.

ATTACHMENT: Petition for Annexation, Ordinance 2026-23; Certification, and Map

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BACKGROUND: The owner of the parcels at 702 Brad Street has filed a petition to annex parcels 21-06-277-012 and 21-06-277-008 to the District's corporate limits. The parcels participated within the District's septic to sewer program.

Staff recommends approval of the annexation ordinance.

STRATEGIC PLAN ALIGNMENT:

☒Goal I – Compliance & Reliability

☐Goal II – Workforce Excellence

☐Goal III – Public Trust

☒Goal IV – Financial Stability

☒Goal V – Capital Stewardship

Alignment Narrative:

The District's septic-to-sewer program uses existing underground sewer infrastructure to improve water quality through the elimination of a septic system in the Sugar Creek Watershed while expanding the customer base.

BUDGET IMPACT: The impact on operations and the budget is minimal.

ORDINANCE NO. 2026-23

BE IT ORDAINED by the Board of Trustees of the Bloomington and Normal Water Reclamation District, a body politic and corporate, of the State of Illinois;

WHEREAS, a Petition for Annexation to the Bloomington and Normal Water Reclamation District, duly executed by **BRIAN B. TROWER and DARLENE G. TROWER**, has been duly filed with the Clerk of this District pursuant to 70 ILCS 2405/23.5 for annexation to the District of the property which is legally described in the attached Exhibit "A;" and

WHEREAS, the territory described above in said Petition is adjacent and contiguous to the Bloomington and Normal Water Reclamation District, McLean County, Illinois, and is not within the corporate limits of any Water Reclamation District, and electors reside thereon.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF TRUSTEES OF THE BLOOMINGTON AND NORMAL WATER RECLAMATION DISTRICT OF MCLEAN COUNTY, ILLINOIS:

SECTION ONE: The territory described above is hereby annexed to and declared to be an integral part of the Bloomington and Normal Water Reclamation District, McLean County, Illinois.

SECTION TWO: This Ordinance shall be in effect on the 14th day of September, 2026, and the Clerk of the District is hereby directed to file with the County Clerk of McLean County, Illinois, a certified copy hereof.

APPROVED this 14th day of September, 2026.

President of the Board of Trustees
of the Bloomington and Normal
Water Reclamation District, McLean
County, Illinois

Attest:

Clerk

Prepared by and return to: Elizabeth B. Megli, Livingston, Barger, Brandt & Schroeder, LLP, 115 W. Jefferson Street, Suite 400, Bloomington, IL 61701

EXHIBIT A

TRACT I
Lot 3 and the North ½ of Lot 2 in Les. Wilson's Subdivision in the North East ¼ of Section 6, Township 23 North, Range 2 East of the Third Principal Meridian,

TRACT II
The South ½ of the following described tract:

All of Lot 4 and Lot 5, EXCEPT the North 100 feet thereof, in Les. Wilson's Subdivision in the North East ¼ of Section 6, Township 23 North, Range 2 East of the Third Principal Meridian,

Situated in the County of McLean, in the State of Illinois

PIN: 21-06-277-012 and 21-06-277-008

Address: 702 Brad St., Bloomington, IL 61701

PETITION FOR ANNEXATION TO THE
BLOOMINGTON AND NORMAL WATER RECLAMATION DISTRICT

TO: THE BOARD OF TRUSTEES OF THE BLOOMINGTON AND NORMAL WATER RECLAMATION DISTRICT, MCLEAN COUNTY, ILLINOIS

NOW COMES the Petitioners, BRIAN B. TROWER and DARLENE G. TROWER, and allege:

1. Petitioners are the owner of record of the real estate described in the attached Exhibit "A".

2. That there are electors residing in or on the above-described property.

3. That said territory is not within the corporate limits of any sanitary district but is contiguous to the Bloomington and Normal Water Reclamation District, McLean County, Illinois.

4. That the Petitioners desire that the territory be annexed to the Bloomington and Normal Water Reclamation District, McLean County, Illinois.

WHEREFORE, Petitioners request that the Board of Trustees of the Bloomington and Normal Water Reclamation District, McLean County, Illinois, under the provisions of 70 ILCS 2405/23.5, proceed to annex the territory described herein, and that the necessary Ordinance be adopted as provided by law to effect said annexation.

[redacted]

DARLENE G. TROWER, Petitioner

STATE OF ILINOIS)
) SS:
COUNTY OF McLEAN)

BRIAN B. TROWER and DARLENE G. TROWER, being first duly sworn on oath, deposes and says that each of the foregoing has read the foregoing Petition by them subscribed and that the same is true and correct.

Subscribed and sworn to before me this 20th day of August, 2026.

[redacted]

Notary Public

Notary Public, State of Illinois
Official Seal
Jessica Hope Runge
Commission # 939626
My Commission Expires 9/23/2029

<u>EXHIBIT A</u>

TRACT I
Lot 3 and the North ½ of Lot 2 in Les. Wilson's Subdivision in the North East ¼ of Section 6, Township 23 North, Range 2 East of the Third Principal Meridian,

TRACT II
The South ½ of the following described tract:

All of Lot 4 and Lot 5, EXCEPT the North 100 feet thereof, in Les. Wilson's Subdivision in the North East ¼ of Section 6, Township 23 North, Range 2 East of the Third Principal Meridian,

Situated in the County of McLean, in the State of Illinois

PIN: 21-06-277-012 and 21-06-277-008

Address: 702 Brad St., Bloomington, IL 61701

CERTIFICATION

I, Joan Brehm, the duly elected qualified and acting Clerk of the Board of Trustees of Bloomington and Normal Water Reclamation District, and in said capacity the keeper of the records, do hereby certify that the foregoing is a true and complete copy of the original Annexation Ordinance No. 2026-__ passed by the Board of Trustees of Bloomington and Normal Water Reclamation District at a regular meeting held on the 8th day of June 2026, the vote on the passage of the Ordinance having been taken by Ayers and Nays and all of the Trustees having voted favorably thereon, and the vote having been entered on the journal of the proceedings of said Board of Trustees.

Witness my hand and seal of the Bloomington and Normal Water Reclamation District this 14th day of September 2026.

____
Clerk, Board of Trustees
Bloomington and Normal Water
Reclamation District

Subscribed and sworn to before me
this ___ day of ____________, 2026.

____
Notary Public

Proposed Annexation of:
21-06-227-008 and 21-06-227-012, 702 Brad Street, Bloomington

N

Legend

Streets
Proposed_Annexations
Corporate_Limits

Bloomington and Normal Water Reclamation District

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BLOOMINGTON & NORMAL WATER RECLAMATION DISTRICT

ANNEXATION B

BOARD MEETING DATE: September 14, 2026

SUBJECT: Consideration and Approval of Annexation Ordinance 2026-24 and the Petition to Annex parcel 22-30-427-014 commonly located at 1 Mikes Way

PREPARED BY: Timothy Ervin, Executive Director

REVIEWED BY: Attorney Elizabeth Megli, Partner with Livingston, Barger, Brandt, and Schroeder

STAFF RECOMMENDATION: Approval of the Annexation Petition and Ordinance 2026-24.

ATTACHMENT: Petition for Annexation, Ordinance 2026-24; Certification, and Map

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BACKGROUND: The owner of the parcel at 1 Mikes Way has filed a petition to annex parcel 22-30-427-014 to the District's corporate limits. The parcel is being annexed as part of on-going efforts to annex the Village of Downs into the District's corporate limits.

Staff recommends approval of the annexation ordinance.

STRATEGIC PLAN ALIGNMENT:

☒Goal I – Compliance & Reliability

☐Goal II – Workforce Excellence

☐Goal III – Public Trust

☒Goal IV – Financial Stability

☒Goal V – Capital Stewardship

Alignment Narrative: Annexation of the parcel will formally incorporate the parcel into the District's corporate limits eliminating the needed for the existing pre-annexation agreement.

BUDGET IMPACT: The impact on operations and the budget is minimal.

ORDINANCE NO. 2026-24

BE IT ORDAINED by the Board of Trustees of the Bloomington and Normal Water Reclamation District, a body politic and corporate, of the State of Illinois;

WHEREAS, a Petition for Annexation to the Bloomington and Normal Water Reclamation District, duly executed by the **KCM REAL ESTATE, LLC, an Illinois Limited Liability Company**, has been duly filed with the Clerk of this District pursuant to 70 ILCS 2405/23.4 for annexation to the District of the property which is legally described in the attached Exhibit "A;" and

WHEREAS, the territory described above in said Petition is adjacent and contiguous to the Bloomington and Normal Water Reclamation District, McLean County, Illinois, and is not within the corporate limits of any Water Reclamation District, and electors reside thereon.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF TRUSTEES OF THE BLOOMINGTON AND NORMAL WATER RECLAMATION DISTRICT OF MCLEAN COUNTY, ILLINOIS:

SECTION ONE: The territory described above is hereby annexed to and declared to be an integral part of the Bloomington and Normal Water Reclamation District, McLean County, Illinois.

SECTION TWO: This Ordinance shall be in effect on the 14th day of September, 2026, and the Clerk of the District is hereby directed to file with the County Clerk of McLean County, Illinois, a certified copy hereof.

APPROVED this 14th day of September, 2026.

____
President of the Board of Trustees
of the Bloomington and Normal
Water Reclamation District, McLean
County, Illinois

Attest:

____
Clerk

Prepared by and return to: Elizabeth B. Megli, Livingston, Barger, Brandt & Schroeder, LLP, 115 W. Jefferson Street, Suite 400, Bloomington, IL 61701

EXHIBIT A

Tract No. 1
Lot 3 in Second Additon to Downs Crossing Subdivision, according to the plat thereof recorded April 15, 2004 as Document No. 2004-00011991, in McLean County, Illinois.

Tract No. 2
Lot 4 in Third Addition to Downs Crossing Subdivision, according to the plat thereof recorded April 15, 2004 as Document No. 2004-00011992, in McLean County, Illinois.

PIN: 22-30-427-014

Address: 1 Mikes Way, Bloomington, IL 61705

PETITION FOR ANNEXATION TO THE
BLOOMINGTON AND NORMAL WATER RECLAMATION DISTRICT

TO: THE BOARD OF TRUSTEES OF THE BLOOMINGTON AND NORMAL WATER RECLAMATION DISTRICT, MCLEAN COUNTY, ILLINOIS

NOW COMES the Petitioner, KCM REAL ESTATE, LLC, and alleges:

1. Petitioner is the owner of record of the real estate described in the attached Exhibit "A".

2. That there are no electors residing in or on the above-described property.

3. That said territory is not within the corporate limits of any sanitary district but is contiguous to the Bloomington and Normal Water Reclamation District, McLean County, Illinois.

4. That the Petitioner desires that the territory be annexed to the Bloomington and Normal Water Reclamation District, McLean County, Illinois.

WHEREFORE, Petitioner requests that the Board of Trustees of the Bloomington and Normal Water Reclamation District, McLean County, Illinois, under the provisions of 70 ILCS 2405/23.4, proceed to annex the territory described herein, and that the necessary Ordinance be adopted as provided by law to effect said annexation.

KCM Real Estate, LLC, Petitioner,

By: [redacted]
Kenneth Myszka, Its Manager

STATE OF ILINOIS)
) SS:
COUNTY OF McLEAN)

KENNETH MYSZKA, being first duly sworn on oath, deposes and says that she is the Manager of KCM Real Estate, LLC, and has full power and authority to execute the foregoing in her capacity as Manager, and has read the foregoing Petition by her subscribed, as Manager, and that the same is true and correct.

Subscribed and sworn to before me this 21st day of August, 2026.

[redacted]
Notary Public

OFFICIAL SEAL
ELIZABETH B MEGLI
NOTARY PUBLIC, STATE OF ILLINOIS
Commission No. 544745
My Commission Expires May 15, 2030

EXHIBIT A

Tract No. 1
Lot 3 in Second Additon to Downs Crossing Subdivision, according to the plat thereof recorded April 15, 2004 as Document No. 2004-00011991, in McLean County, Illinois.

Tract No. 2
Lot 4 in Third Addition to Downs Crossing Subdivision, according to the plat thereof recorded April 15, 2004 as Document No. 2004-00011992, in McLean County, Illinois.

PIN: 22-30-427-014

Address: 1 Mikes Way, Bloomington, IL 61705

CERTIFICATION

I, Joan Brehm, the duly elected qualified and acting Clerk of the Board of Trustees of Bloomington and Normal Water Reclamation District, and in said capacity the keeper of the records, do hereby certify that the foregoing is a true and complete copy of the original Annexation Ordinance No. 2026-__ passed by the Board of Trustees of Bloomington and Normal Water Reclamation District at a regular meeting held on the 8th day of June 2026, the vote on the passage of the Ordinance having been taken by Ayers and Nays and all of the Trustees having voted favorably thereon, and the vote having been entered on the journal of the proceedings of said Board of Trustees.

Witness my hand and seal of the Bloomington and Normal Water Reclamation District this 14th day of September 2026.

____
Clerk, Board of Trustees
Bloomington and Normal Water
Reclamation District

Subscribed and sworn to before me
this ___ day of ____________, 2026.

____
Notary Public

Proposed Annexation of:
22-30-427-014, 1 Mikes Way, Downs

Legend

Streets
Proposed_Annexations
Corporate_Limits

Bloomington and Normal
Water
Reclamation
District

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BLOOMINGTON & NORMAL
WATER RECLAMATION
DISTRICT

ANNEXATION C

BOARD MEETING DATE: September 14, 2026

SUBJECT: Consideration and Approval of Annexation Ordinance 2026-25 and the Petition to Annex parcel 21-10-305-006 commonly located at 3 Ash Street

PREPARED BY: Timothy Ervin, Executive Director

REVIEWED BY: Attorney Elizabeth Megli, Partner with Livingston, Barger, Brandt, and Schroeder

STAFF RECOMMENDATION: Approval of the Annexation Petition and Ordinance 2026-25.

ATTACHMENT: Petition for Annexation, Ordinance 2026-25; Certification, and Map

---

BACKGROUND: The owner of the parcel at 3 Ash Street has filed a petition to annex parcel 21-10-305-006 to the District's corporate limits. The parcel is being annexed as part of the District's on-going septic-to-sewer program.

Staff recommends approval of the annexation ordinance.

STRATEGIC PLAN ALIGNMENT:

☒Goal I – Compliance & Reliability

☐Goal II – Workforce Excellence

☐Goal III – Public Trust

☒Goal IV – Financial Stability

☒Goal V – Capital Stewardship

Alignment Narrative: The District's septic-to-sewer program uses existing underground sewer infrastructure to improve water quality through the elimination of a septic system in the Sugar Creek Watershed while expanding the customer base.

BUDGET IMPACT: The impact on operations and the budget is minimal.

ORDINANCE NO. 2026-25

BE IT ORDAINED by the Board of Trustees of the Bloomington and Normal Water Reclamation District, a body politic and corporate, of the State of Illinois;

WHEREAS, a Petition for Annexation to the Bloomington and Normal Water Reclamation District, duly executed by **BRADLEY JEPSEN, Independent Executor of the ESTATE OF DAVID M. SMITH, Deceased**, has been duly filed with the Clerk of this District pursuant to 70 ILCS 2405/23.4 for annexation to the District of the property which is legally described in the attached Exhibit "A;" and

WHEREAS, the territory described above in said Petition is adjacent and contiguous to the Bloomington and Normal Water Reclamation District, McLean County, Illinois, and is not within the corporate limits of any Water Reclamation District, and electors reside thereon.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF TRUSTEES OF THE BLOOMINGTON AND NORMAL WATER RECLAMATION DISTRICT OF MCLEAN COUNTY, ILLINOIS:

SECTION ONE: The territory described above is hereby annexed to and declared to be an integral part of the Bloomington and Normal Water Reclamation District, McLean County, Illinois.

SECTION TWO: This Ordinance shall be in effect on the 14th day of September, 2026, and the Clerk of the District is hereby directed to file with the County Clerk of McLean County, Illinois, a certified copy hereof.

APPROVED this 14th day of September, 2026.

____
President of the Board of Trustees
of the Bloomington and Normal
Water Reclamation District, McLean
County, Illinois

Attest:

____
Clerk

Prepared by and return to: Elizabeth B. Megli, Livingston, Barger, Brandt & Schroeder, LLP, 115 W. Jefferson Street, Suite 400, Bloomington, IL 61701

EXHIBIT A

CROXTONS ADD 10-23-2E S40' LOTS 27 & 28 & N20' LOTS 29 & 30 BLK 3 ALSO THAT PT VAC INDIANAPOLIS ST LYG W & ADJ S40' LOT 27 & N20' LOT 30

PIN: 21-10-305-006

PETITION FOR ANNEXATION TO THE
BLOOMINGTON AND NORMAL WATER RECLAMATION DISTRICT

TO: **THE BOARD OF TRUSTEES OF THE BLOOMINGTON AND NORMAL WATER RECLAMATION DISTRICT, MCLEAN COUNTY, ILLINOIS**

NOW COMES the Petitioner, Bradley Jepsen, as Independent Executor of the Estate of David M. Smith, and alleges:

1. They are the owner of record of the real estate described in the attached Exhibit “A”.

2. That there are no electors residing in or on the above-described property.

3. That said territory is not within the corporate limits of any sanitary district but is contiguous to the Bloomington and Normal Water Reclamation District, McLean County, Illinois.

4. That the Petitioners desire that the territory be annexed to the Bloomington and Normal Water Reclamation District, McLean County, Illinois.

WHEREFORE, Petitioners requests that the Board of Trustees of the Bloomington and Normal Water Reclamation District, McLean County, Illinois, under the provisions of 70 ILCS 2405/23.4, proceed to annex the territory described herein, and that the necessary Ordinance be adopted as provided by law to effect said annexation.

The Estate of David M. Smith

[redacted]

Bradley Jepsen, Independent Executor

STATE OF ILLINOIS)
) SS:
COUNTY OF McLEAN)

Bradley Jepsen, as Independent Executor of the Estate of David M. Smith, being first duly sworn on oath, deposes and says that he/she has read the foregoing Petition by him/her subscribed and that the same is true and correct.

Subscribed and sworn to before me this 7th day of September, 2026.

[redacted]

Notary Public

OFFICIAL SEAL
TEREASA RENEE GOODERHAM
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES: 12/04/2026

<u>EXHIBIT A</u>

CROXTONS ADD 10-23-2E S40' LOTS 27 & 28 & N20' LOTS 29 & 30 BLK 3 ALSO THAT PT VAC INDIANAPOLIS ST LYG W & ADJ S40' LOT 27 & N20' LOT 30

PIN: 21-10-305-006

CERTIFICATION

I, Joan Brehm, the duly elected qualified and acting Clerk of the Board of Trustees of Bloomington and Normal Water Reclamation District, and in said capacity the keeper of the records, do hereby certify that the foregoing is a true and complete copy of the original Annexation Ordinance No. 2026-__ passed by the Board of Trustees of Bloomington and Normal Water Reclamation District at a regular meeting held on the 8th day of June 2026, the vote on the passage of the Ordinance having been taken by Ayers and Nays and all of the Trustees having voted favorably thereon, and the vote having been entered on the journal of the proceedings of said Board of Trustees.

Witness my hand and seal of the Bloomington and Normal Water Reclamation District this 14th day of September 2026.

____
Clerk, Board of Trustees
Bloomington and Normal Water
Reclamation District

Subscribed and sworn to before me
this ___ day of ____________, 2026.

____
Notary Public

Proposed Annexation of:
21-10-305-006, 3 Ash Street
21-10-305-007 and 21-10-306-024, 8 Ash Street

Legend

N

Streets
Proposed_Annexations
Corporate_Limits

Bloomington and Normal Water Reclamation District

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BLOOMINGTON & NORMAL WATER RECLAMATION DISTRICT

ANNEXATION D

BOARD MEETING DATE: September 14, 2026

SUBJECT: Consideration and Approval of Annexation Ordinance 2026-26 and the Petition to Annex parcels 21-10-305-007 and 21-10-306-024 commonly located at 8 Ash Street.

PREPARED BY: Timothy Ervin, Executive Director

REVIEWED BY: Attorney Elizabeth Megli, Partner with Livingston, Barger, Brandt, and Schroeder

STAFF RECOMMENDATION: Approval of the Annexation Petition and Ordinance 2026-26.

ATTACHMENT: Petition for Annexation, Ordinance 2026-26; Certification, and Map

---

BACKGROUND: The owner of the two parcels at 8 Ash Street has filed a petition to annex parcels 21-10-305-007 and 21-10-306-024 to the District's corporate limits. The parcel is being annexed as part of the District's on-going septic-to-sewer program.

Staff recommends approval of the annexation ordinance.

STRATEGIC PLAN ALIGNMENT:

☒Goal I – Compliance & Reliability

☐Goal II – Workforce Excellence

☐Goal III – Public Trust

☒Goal IV – Financial Stability

☒Goal V – Capital Stewardship

Alignment Narrative: The District's septic-to-sewer program uses existing underground sewer infrastructure to improve water quality through the elimination of a septic system in the Sugar Creek Watershed while expanding the customer base.

BUDGET IMPACT: The impact on operations and the budget is minimal.

ORDINANCE NO. 2026-26

BE IT ORDAINED by the Board of Trustees of the Bloomington and Normal Water Reclamation District, a body politic and corporate, of the State of Illinois;

WHEREAS, a Petition for Annexation to the Bloomington and Normal Water Reclamation District, duly executed by **STEVEN D. SMITH, Trustee of McLEAN COUNTY LAND TRUST DMS-1**, has been duly filed with the Clerk of this District pursuant to 70 ILCS 2405/23.4 for annexation to the District of the property which is legally described in the attached Exhibit "A;" and

WHEREAS, the territory described above in said Petition is adjacent and contiguous to the Bloomington and Normal Water Reclamation District, McLean County, Illinois, and is not within the corporate limits of any Water Reclamation District, and electors reside thereon.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF TRUSTEES OF THE BLOOMINGTON AND NORMAL WATER RECLAMATION DISTRICT OF MCLEAN COUNTY, ILLINOIS:

SECTION ONE: The territory described above is hereby annexed to and declared to be an integral part of the Bloomington and Normal Water Reclamation District, McLean County, Illinois.

SECTION TWO: This Ordinance shall be in effect on the 14th day of September, 2026, and the Clerk of the District is hereby directed to file with the County Clerk of McLean County, Illinois, a certified copy hereof.

APPROVED this 14th day of September, 2026.

____
President of the Board of Trustees
of the Bloomington and Normal
Water Reclamation District, McLean
County, Illinois

Attest:

____
Clerk

Prepared by and return to: Elizabeth B. Megli, Livingston, Barger, Brandt & Schroeder, LLP, 115 W. Jefferson Street, Suite 400, Bloomington, IL 61701

EXHIBIT A

THE SOUTH 30 FEET OF LOTS 29 AND 30 IN BLOCK 3 OF CROXTONS ADDITION TO THE CITY OF BLOOMINGTON AND THAT PART OF THE VACATED HIGH STREET LYING SOUTH AND ADJACENT AND THAT PART OF THE VACATED INDIANAPOLIS ST LYING WEST AND ADJACENT TO VACATED HIGH STREET (AS IN DOCUMENT NO. 77-17430), IN McLEAN COUNTY, ILLINOIS

PIN: 21-10-305-007

LOTS 15 THROUGH 18 IN BLOCK 6 IN CROXTON'S ADDITION TO THE CITY OF BLOOMINGTON AND THE VACATED INDIANAPOLIS STREET LYING WEST AND ASJACENT, IN McLEAN COUNTY, ILLINOIS

PIN: 21-10-306-024

8 Ash St., Bloomington, IL 61701

CERTIFICATION

I, Joan Brehm, the duly elected qualified and acting Clerk of the Board of Trustees of Bloomington and Normal Water Reclamation District, and in said capacity the keeper of the records, do hereby certify that the foregoing is a true and complete copy of the original Annexation Ordinance No. 2026-__ passed by the Board of Trustees of Bloomington and Normal Water Reclamation District at a regular meeting held on the th day of J 2026, the vote on the passage of the Ordinance having been taken by Ayers and Nays and all of the Trustees having voted favorably thereon, and the vote having been entered on the journal of the proceedings of said Board of Trustees.

Witness my hand and seal of the Bloomington and Normal Water Reclamation District this 14th day of September 2026.

____
Clerk, Board of Trustees
Bloomington and Normal Water
Reclamation District

Subscribed and sworn to before me
this ___ day of ____________, 2026.

____
Notary Public

PETITION FOR ANNEXATION TO THE BLOOMINGTON AND NORMAL WATER RECLAMATION DISTRICT

TO: THE BOARD OF TRUSTEES OF THE BLOOMINGTON AND NORMAL WATER RECLAMATION DISTRICT, MCLEAN COUNTY, ILLINOIS

NOW COMES the Petitioner, STEVEN D. SMITH, Trustee of McLEAN COUNTY LAND TRUST DMS - 1, and alleges:

1. They Petitioner is the owner of record of the real estate described in the attached Exhibit "A".

2. That there are no electors residing in or on the above-described property.

3. That said territory is not within the corporate limits of any sanitary district but is contiguous to the Bloomington and Normal Water Reclamation District, McLean County, Illinois.

4. That the Petitioner desires that the territory be annexed to the Bloomington and Normal Water Reclamation District, McLean County, Illinois.

WHEREFORE, Petitioner requests that the Board of Trustees of the Bloomington and Normal Water Reclamation District, McLean County, Illinois, under the provisions of 70 ILCS 2405/23.4, proceed to annex the territory described herein, and that the necessary Ordinance be adopted as provided by law to effect said annexation.

[redacted]

Steven D. Smith, Trustee

STATE OF ILLINOIS)
) SS:
COUNTY OF McLEAN)

STEVEN D. SMITH, TRUSTEE, being first duly sworn on oath, deposes and says that he/she has read the foregoing Petition by him/her subscribed and that the same is true and correct.

Subscribed and sworn to before me this 7th day of September, 2026.

[redacted]

Notary Public

OFFICIAL SEAL
TEREASA RENEE GOODERHAM
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES: 12/04/2026

EXHIBIT A

THE SOUTH 30 FEET OF LOTS 29 AND 30 IN BLOCK 3 OF CROXTONS ADDITION TO THE CITY OF BLOOMINGTON AND THAT PART OF THE VACATED HIGH STREET LYING SOUTH AND ADJACENT AND THAT PART OF THE VACATED INDIANAPOLIS ST LYING WEST AND ADJACENT TO VACATED HIGH STREET (AS IN DOCUMENT NO. 77-17430), IN McLEAN COUNTY, ILLINOIS

PIN: 21-10-305-007

LOTS 15 THROUGH 18 IN BLOCK 6 IN CROXTON'S ADDITION TO THE CITY OF BLOOMINGTON AND THE VACATED INDIANAPOLIS STREET LYING WEST AND ASJACENT, IN McLEAN COUNTY, ILLINOIS

PIN: 21-10-306-024

8 Ash St., Bloomington, IL 61701

Proposed Annexation of:
21-10-305-006, 3 Ash Street
21-10-305-007 and 21-10-306-024, 8 Ash Street

Legend

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Bloomington and Normal
Water
Reclamation
District

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NEW BUSINESS

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BLOOMINGTON & NORMAL
WATER RECLAMATION
DISTRICT

NEW BUSINESS A

BOARD MEETING DATE: September 14, 2026

SUBJECT: Proposal regarding the real estate Tax Levy for the fiscal year beginning May 1, 2027, and ending April 30, 2028

PREPARED BY: Timothy L. Ervin, Executive Director

REVIEWED BY: Jessica Runge, Finance Manager

STAFF RECOMMENDATION: Authorizing the District to proceed with the public notice requirements under the Truth in Taxation statute for the 2026 Tax Levy and Ordinance, which is expected to exceed the 5% threshold.

ATTACHMENTS: n/a

BACKGROUND: In Illinois, a property tax levy is a formal request by the Sanitary District to collect a specific amount of money from property owners to fund its services. The purpose of the levy is to raise revenue to cover operating costs, debt service, and capital projects that benefit the community, including wastewater treatment, infrastructure improvements, and environmental protection.

After the Board of Trustees adopts the tax levy ordinance, the District files a certified copy with McLean County. The ordinance states the amount the District intends to levy. McLean County then uses the District's total Equalized Assessed Value (EAV) to calculate the tax rate and apply it to parcels within the District's boundaries. Because Illinois has overlapping taxing districts, property owners may pay taxes to several local governments through separate levies. Property taxes are typically paid in two installments during the year after assessment; for example, taxes based on 2026 assessments are paid in 2027.

Historically, the annual increase in the District's final tax has not exceeded five percent. The District's debt obligations are increasing as it funds major wastewater infrastructure needs, including treatment plant upgrades, sewer rehabilitation, service expansion into unsewered areas, and green infrastructure where appropriate. These projects are necessary to replace aging assets, meet stricter state and federal water quality requirements, and maintain reliable capacity for residential, commercial, and industrial growth. Because these investments require significant borrowing and higher annual debt payments, future funding needs may exceed what can be supported by a levy increase of 5% or less.

The District understands that any proposed property tax increase is an important and sensitive issue for taxpayers. For many years, BNWRD has worked to keep annual levy increases within historical levels while continuing to provide reliable wastewater treatment service. The challenge now is that the District must make significant investments in aging infrastructure, sewer rehabilitation, treatment plant improvements, and service needs that support the community's long-term health, environmental protection, and future growth.

In the past, the District has relied heavily on low-interest IEPA loans through the State Revolving Fund to help pay for major capital projects. Those loans remain an important funding tool, but statewide demand for them has increased, making future awards less certain and, in some cases, potentially more costly. While the District works to secure long-term financing, it may need to use short-term borrowing, such as debt certificates or a line of credit, to keep essential design and construction work moving forward. Higher borrowing costs increase annual debt payments and create pressure on both sewer user rates and property tax revenue.

For that reason, the District is proposing a levy increase above the Truth in Taxation threshold. This does not mean the increase is automatic or that taxpayer concerns are being overlooked. Rather, the Truth in Taxation process is intended to provide transparency. It requires public notice and a hearing so taxpayers can understand why the increase is being considered, how the funds would be used, and how they may provide input before final action is taken.

It is important to explain how growth in property value affects the tax rate. BNWRD expects the District's total taxable property value, known as Equalized Assessed Value or EAV, to increase by about 6%. This growth helps reduce pressure on the tax rate because the cost of the levy is spread across a larger tax base. In simple terms, when the total value of property in the District increases, the same amount of levy can be collected with a lower tax rate than would otherwise be needed.

However, EAV growth does not fully offset the proposed levy increase. Because the proposed levy is increasing by more than the anticipated 6% growth in EAV, the District's overall tax rate is still expected to rise. The required Truth in Taxation calculation compares the proposed $7.669 million levy with the prior year's tax extension of approximately $6.222 million, resulting in a calculated $1.4 million or 23.25% increase. That percentage is used for public notice purposes and does not mean every taxpayer's bill will increase by 23.25%. Each property tax bill is affected by the property's assessed value, available exemptions, and the levies of all taxing bodies listed on the bill. The District's goal is to be clear with taxpayers about the need, the cost, and the process before any final decision is made.

As part of tonight's meeting, staff request permission to move forward to schedule a Truth in Taxation meeting in addition to completing the required postings and publications. Staff plan to meet individually with each Trustee before the October 12, 2026, meeting where a final tax levy can be adopted by the Board of Trustees.

<u>STRATEGIC PLAN ALIGNMENT:</u>

☐Goal I – Compliance & Reliability

☐Goal II – Workforce Excellence

☒Goal III – Public Trust

☒Goal IV – Financial Stability

☒Goal V – Capital Stewardship

Alignment Narrative: Pursuing a Truth in Taxation levy aligns with the District's strategic goals for financial stability and responsible stewardship by supporting the revenue needed to maintain reliable wastewater service, meet regulatory requirements, protect critical infrastructure, and manage debt responsibly. Taxpayer fairness is supported through transparent communication, public engagement, and levy decisions grounded in documented service needs and long-term financial sustainability—not short-term considerations. This approach helps avoid the higher costs that can result from deferred maintenance, unfunded obligations, or emergency infrastructure failures while preserving affordable and reliable public services.

The purpose is not to raise taxes simply because the law allows it, but to collect only the revenue needed to responsibly operate and maintain essential wastewater infrastructure, protect water quality, and prevent larger future costs. By openly explaining the levy, describing how the funds would be used, and allowing public input before adoption, the District can advance its financial objectives while treating taxpayers fairly and transparently.

<u>BUDGET IMPACT:</u> As discussed above, staff recommend a $1.4 million increase in the 2026 Tax Levy to provide the revenue needed to maintain reliable wastewater service, meet regulatory and compliance deadlines, protect critical infrastructure, and manage debt responsibly. The District faces significant uncertainty, including rising construction and equipment costs, higher borrowing costs, and broader domestic and international economic challenges. While some may question whether these projects should be delayed until economic conditions improve, many of the District's obligations cannot be deferred without increasing long-term costs and risks. ***Compliance deadlines must be met, critical infrastructure improvements are needed to sustain reliable service, and delaying investment could create greater financial, operational, and environmental risks in the future.***

Bloomington and Normal
Water
Reclamation
District

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BLOOMINGTON & NORMAL WATER RECLAMATION DISTRICT

NEW BUSINESS B

BOARD MEETING DATE: September 14, 2026

SUBJECT: Enter into an Engineering Services Agreement with the Farnsworth Group, In., for the Southeast WWTP Digester and Residuals Improvements Design

PREPARED BY: Timothy L. Ervin, Executive Director

REVIEWED BY: Jake Callahan, Assistant Executive Director

STAFF RECOMMENDATION: Approval of an Engineering Services Agreement with Farnsworth Group, Inc. for the Southeast WWTP Digester and Residuals Improvements Design in an amount not to exceed $858,000, with the Executive Director authorized to sign necessary documents pending review by Corporate Counsel.

ATTACHMENT: Farnsworth Group, Inc. Engineering Services Agreement

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BACKGROUND: The District's Southeast WWTP utilizes anaerobic digestion for the stabilization of solids produced as a byproduct of the wastewater treatment process. Anaerobic digestion produces two valuable outputs; biogas and stabilized sludge. Biogas is primarily composed of methane and similar to natural gas can be used to provide heat with excess gas currently flared. The biogas produced is a byproduct of anaerobic digestion of primary and secondary sludges generated from the liquid process stream. Stabilized digested sludge has beneficial reuse value as a supplement to fertilizer. In accordance with federal and state regulations, the District continues to operate a successful land application program for biosolids generated at both the West and Southeast WWTPs.

In 2024 the District retained the Farnsworth Group, Inc. (FGI) to prepare a Digester Capacity Study and Sludge Thickening Capacity Study at the Southeast WWTP. This report recommended plans to incorporate a third anaerobic digester, upgrade existing thickening equipment including process equipment, pumping and piping.

The Southeast WWTP Biological Phosphorous Improvement Project has recently reached substantial completion. The upgraded treatment process includes chemical polishing to provide reliable phosphorous removal when biological removal alone is insufficient. As noted in the 2024 FGI study, the addition of chemical coagulants to remove phosphorous will increase sludge production due to increased suspended solids coagulation and capture and the development of hydroxides. The extent of increased sludge production from chemical polishing depends on influent phosphorous loading, dose rate and location.

The existing anaerobic digesters use membrane covers that provide variable gas storage. Operational experience indicates that the digesters operate more reliably and efficiently when liquid levels are maintained near the upper end of their operating range. However, higher operating levels reduce available storage capacity and limit the District's ability to accommodate increases in sludge production or remove a digester from service. Additionally, only one of the existing digesters can be heated, which requires sludge to be trucked to the West Plant when that digester is unavailable for maintenance. Adding a third digester that can be heated and mixed will give operations more redundancy, additional capacity, and greater resiliency. Given current operating conditions and the anticipated increase in sludge production associated with chemical polishing, staff recommend initiating design for a third digester at the Southeast WWTP.

The proposed engineering services will advance the 2024 planning concept into a coordinated design for the third digester and associated residuals improvements. The work will update the design basis using current operating data; evaluate digester sizing, mixing, heating, gas handling, controls, and site connections; assess related thickening, dewatering, pumping, and piping needs; prepare construction documents and updated cost estimates; and provide bidding assistance. FGI completed the original digester design and in 2021 completed the digester rebuild project, giving the firm direct familiarity with the existing facilities and system interfaces. Staff requests authorization to proceed with FGI on the Southeast WWTP Digester and Residuals Improvement design for a cost not to exceed $858,000 with the Executive Director authorized to sign necessary documents.

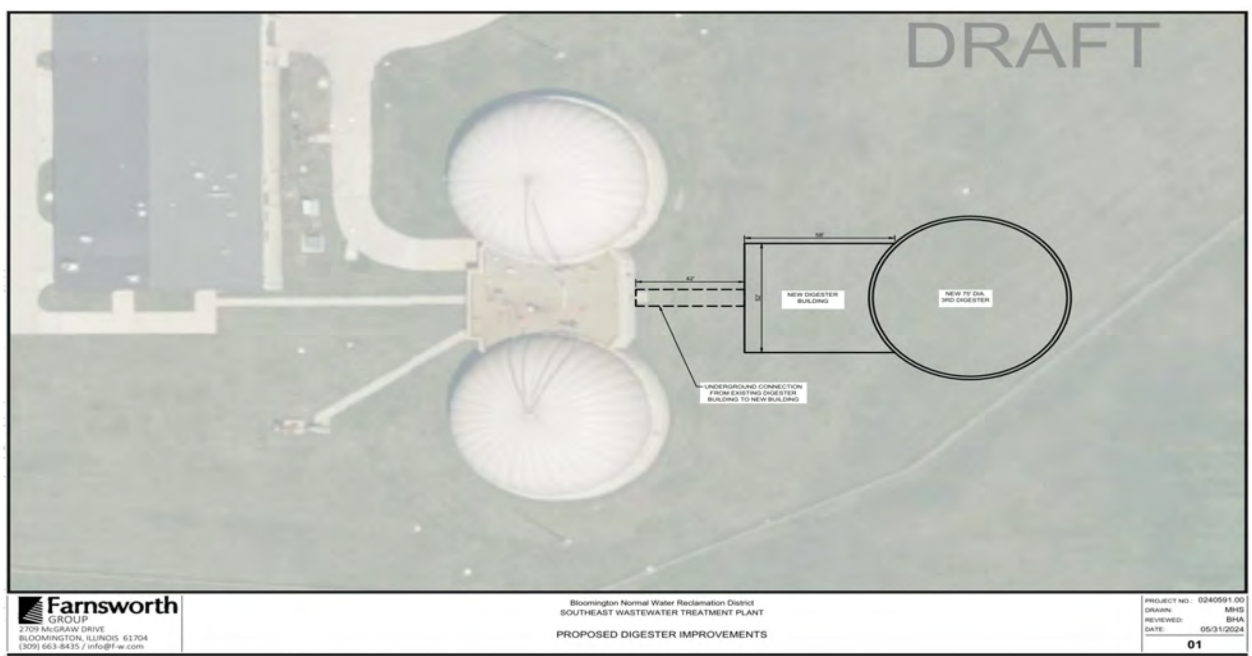

Figure 1-Proposed Third Digester at the SEWWTP, 2024 FGI Study

<u>STRATEGIC PLAN ALIGNMENT:</u>

☒Goal I – Compliance & Reliability

☐Goal II – Workforce Excellence

☐Goal III – Public Trust

☒Goal IV – Financial Stability

☒Goal V – Capital Stewardship

Alignment Narrative: This project advances compliance and reliability by providing additional solids treatment capacity, operational redundancy, and flexibility as the District transitions to biological phosphorous removal with chemical polishing. Initiating design now will define the required improvements, update the project cost, and support capital and financial planning before the existing solids handling capacity becomes a pressing constraint. The work also advances capital stewardship by coordinating the third digester with related thickening improvements as one integrated residuals program.

<u>BUDGET IMPACT</u>: The design fee will be primarily funded through the District's FY 2028 budget. The initial costs expensed in FY 2027 budget will be financed through the Nutrient Fund. This design effort will update the construction cost estimate to support future capital planning for this critical southeast WWTP component.

AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR PROFESSIONAL SERVICES

Prepared by

EJCDC

ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

Issued and Published Jointly by

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AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR PROFESSIONAL SERVICES

THIS IS AN AGREEMENT effective as of September 14, 2026 ("Effective Date") between Bloomington Normal Water Reclamation District, 2015 W. Oakland Ave., Bloomington, IL 61704 ("Owner") and Farnsworth Group, Inc., 200 West College Avenue, Suite 301, Normal, IL 61701 ("Engineer"). Owner's Projects, of which Engineer's services under this Agreement are a part, is generally identified as follows: **Bloomington Normal Water Reclamation District Southeast Wastewater Treatment Plant – Digester and Residuals Improvements** hereby known as the "Project". Other terms used in this Agreement are defined in Article 7. Engineer's services under this Agreement are generally identified as follows: Design, permitting, bidding, construction observation, funding procurement and administration and post-construction services.

Owner and Engineer further agree as follows:

ARTICLE 1 – SERVICES OF ENGINEER

1.01 *Scope*

A. Engineer shall provide, or cause to be provided, the services set forth and described in Exhibit A: Engineering Services for the Southeast Wastewater Treatment Plant – Digester and Residuals Improvements.

ARTICLE 2 – OWNER'S RESPONSIBILITIES

2.01 *General*

A. Owner shall have the responsibilities set forth herein and in Exhibit B.

B. Owner shall pay Engineer as set forth in Article 4 and Exhibit C.

C. Owner shall be responsible for all requirements and instructions that it furnishes to Engineer pursuant to this Agreement, and for the accuracy and completeness of all programs, reports, data, and other information furnished by Owner to Engineer pursuant to this Agreement. Engineer may use and rely upon such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement, subject to any express limitations or reservations applicable to the furnished items.

D. Owner shall give prompt written notice to Engineer whenever Owner observes or otherwise becomes aware of:

1. any development that affects the scope or time of performance of Engineer's services;

2. the presence at the Site of any Constituent of Concern; or

3. any relevant, material defect or nonconformance in: (a) Engineer's services, (b) the Work, (c) the performance of any Constructor, or (d) Owner's performance of its responsibilities under this Agreement.

ARTICLE 3 – SCHEDULE FOR RENDERING SERVICES

3.01 *Commencement*

A. Engineer is authorized to begin rendering services as of the Effective Date.

3.02 *Time for Completion*

A. Engineer and Client recognize that time is of the essence with respect to performance of Engineer's services under this Agreement and, as such, Engineer shall complete its obligations under this Agreement to the extent consistent with the Standard of Care.

B. If, through no fault of Engineer the orderly and continuous progress of Engineer's services is impaired, or Engineer's services are delayed or suspended, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably and set forth on a change order to be executed by both parties.

C. If Owner authorizes changes in the scope, extent, or character of the Project or Engineer's services, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.

D. Owner shall make decisions and carry out its other responsibilities in a timely manner so as not to delay the Engineer's performance of its services.

E. If Engineer fails, through its own fault, to complete the performance required in this Agreement within the time set forth, as duly adjusted, then Owner shall be entitled, as its sole remedy, to the damages, if any, resulting from such failure.

F. No party will be liable for nonperformance of any of its obligations under the agreement if its nonperformance was due to a Force Majeure Event, which shall mean any act of God, such as but not limited to; war; riot; civil strike; act of terrorism, domestic or foreign; embargo; governmental rule, regulation or decre; flood, fire, hurricane, tornado, or other casualty; earthquake; strike; lockout, or other labor disturbance; the unavailability of labor or materials to the extent beyond the control of the party affected; pandemics, epidemics, local disease outbreaks, public health emergencies, government imposed quarantines; or any other event or circumstances not within the reasonable control of the party affected, whether similar or dissimilar to the foregoing.

ARTICLE 4 – INVOICES AND PAYMENTS

4.01 *Invoices*

A. *Preparation and Submittal of Invoices:* Engineer shall prepare invoices in accordance with its standard invoicing practices and the terms of Exhibit C. Engineer shall submit its invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt.

4.02 *Payments*

A. *Application to Interest and Principal:* Payment will be credited first to any interest owed to Engineer and then to principal.

B. *Failure to Pay*: If Owner fails to make any payment due Engineer for services and expenses in accordance with the Illinois Prompt Payment Act, then:

1. amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day; and

2. Engineer may, after giving fourteen days written notice to Owner, suspend services under this Agreement until Owner has paid in full all amounts due for services, expenses, and other related charges. Owner waives any and all claims against Engineer for any such suspension.

C. *Disputed Invoices:* If Owner disputes an invoice, either as to amount or entitlement, then Owner shall promptly advise Engineer in writing of the specific basis for doing so, may withhold only that portion so disputed, and must pay the undisputed portion subject to the terms of Paragraph 4.01.

D. *Sales or Use Taxes:* Reserved.

ARTICLE 5 – OPINIONS OF COST

5.01 *Opinions of Probable Construction Cost*

A. Engineer's opinions (if any) of probable Construction Cost are to be made on the basis of Engineer's experience, qualifications, and general familiarity with the construction industry. However, because Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by Engineer. If Owner requires greater assurance as to probable Construction Cost, then Owner agrees to obtain an independent cost estimate.

5.02 *Designing to Construction Cost Limit*

A. Reserved.

5.03 *Opinions of Total Project Costs*

A. The services, if any, of Engineer with respect to Total Project Costs shall be limited to assisting the Owner in tabulating the various categories that comprise Total Project Costs. Engineer assumes no responsibility for the accuracy of any opinions of Total Project Costs.

ARTICLE 6 – GENERAL CONSIDERATIONS

6.01 *Standards of Performance*

A. *Standard of Care:* The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality.

B. *Technical Accuracy:* Owner shall not be responsible for discovering deficiencies in the technical accuracy of Engineer's services. Engineer shall correct deficiencies in technical accuracy without additional compensation, unless such corrective action is directly attributable to deficiencies in Owner-furnished information.

C. *Consultants:* In cooperation with Owner for Constructability Review purposes Engineer may retain such Consultants as Engineer deems necessary to assist in the performance or furnishing of the services, subject to reasonable, timely, and substantive objections by Owner.

D. *Reliance on Others:* Subject to the standard of care set forth in Paragraph 6.01.A, Engineer and its Consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.

E. *Compliance with Laws and Regulations, and Policies and Procedures:*

1. Engineer and Owner shall comply with applicable Laws and Regulations.

2. Engineer shall comply with any and all policies, procedures, and instructions of Owner that are applicable to Engineer's performance of services under this Agreement and that Owner provides to Engineer in writing, subject to the standard of care set forth in Paragraph 6.01.A, and to the extent compliance is not inconsistent with professional practice requirements.

3. This Agreement is based on Laws and Regulations and Owner-provided written policies and procedures as of the Effective Date. The following may be the basis for modifications to Owner's responsibilities or to Engineer's scope of services, times of performance, or compensation:

   a. changes after the Effective Date to Laws and Regulations;

   b. the receipt by Engineer after the Effective Date of Owner-provided written policies and procedures;

   c. changes after the Effective Date to Owner-provided written policies or procedures.

F. Engineer shall not be required to sign any document, no matter by whom requested, that would result in the Engineer having to certify, guarantee, or warrant the existence of conditions whose existence the Engineer cannot ascertain. Owner agrees not to make resolution of any dispute with the Engineer or payment of any amount due to the Engineer in any way contingent upon the Engineer signing any such document.

G. The general conditions for any construction contract documents prepared hereunder are to be the Bloomington Normal Water Reclamation District General Conditions of the Construction Contract, latest edition.

H. Engineer shall not at any time supervise, direct, control, or have authority over any Constructor's work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, or the safety precautions and programs incident thereto, for security or safety at the Site, nor for any failure of a Constructor to comply with Laws and Regulations applicable to that Constructor's furnishing and performing of its work. Engineer shall not be responsible for the acts or omissions of any Constructor.

I. Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's, failure to furnish and perform the Work in accordance with the Construction Contract Documents.

J. Engineer shall not be responsible for any decision made regarding the Construction Contract Documents, or any application, interpretation, clarification, or modification of the Construction Contract Documents, other than those made by Engineer or its Consultants.

K. Engineer is not required to provide and does not have any responsibility for surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements.

L. Engineer's services do not include providing legal advice or representation.

M. Engineer's services do not include (1) serving as a "municipal advisor" for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission, or (2) advising Owner, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances.

N. While at the Site, Engineer, its Consultants, and their employees and representatives shall comply with the applicable requirements of Contractor's and Owner's safety programs of which Engineer has been informed in writing.

~~6.02 *Design Without Construction Phase Services*~~

~~A. Engineer shall be responsible only for those Construction Phase services expressly required of Engineer in Exhibit A, Paragraph A1.05. With the exception of such expressly required services, Engineer shall have no design, Shop Drawing review, or other obligations during construction, and Owner assumes all responsibility for the application and interpretation of the Construction Contract Documents, review and response to Contractor claims, Construction Contract administration, processing of Change Orders and~~

~~submittals, revisions to the Construction Contract Documents during construction, construction observation and review, review of Contractor's payment applications, and all other necessary Construction Phase administrative, engineering, and professional services. Owner waives all claims against the Engineer that may be connected in any way to Construction Phase administrative, engineering, or professional services except for those services that are expressly required of Engineer in Exhibit A.~~

6.03 *Use of Documents*

A. All Documents are instruments of service, and Engineer shall retain an ownership and property interest therein (including the copyright and the right of reuse at the discretion of the Engineer) whether or not the Project is completed.

B. Notwithstanding the foregoing, if Engineer is required to prepare or furnish Drawings or Specifications under this Agreement, Engineer shall deliver to Owner at least one original printed record version of such Drawings and Specifications, signed and sealed (if applicable) according to applicable Laws and Regulations and such Drawings and Specifications shall become the property of Owner provided, however, that Engineer shall retain all right, title and interest in any pre-existing intellectual property or intellectual property developed by Engineer independently of services provided under this Agreement.

C. Subject to Sections 6.03(A) and 6.03(B), Owner may make and retain copies of Documents for information and reference in connection with the use of the Documents on the Project. Owner may use Documents on the Project, extensions of the Project, and for related uses of the Owner, subject to receipt by Engineer of full payment due and owing for all services relating to preparation of the Documents, and subject to the following limitations: (1) Owner acknowledges that such Documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer; (2) any such use or reuse, or any modification of the Documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and Consultants; (3) Owner shall hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the Documents without written verification, completion, or adaptation by Engineer..

D. If Engineer at Owner's request verifies the suitability of the Documents, completes them, or adapts them for extensions of the Project or for any other purpose, then Owner shall compensate Engineer at rates or in an amount to be agreed upon by Owner and Engineer.

6.04 *Electronic Transmittals*

A. Owner and Engineer may transmit, and shall accept, Project-related correspondence, Documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, in accordance with a mutually agreeable protocol.

B. If this Agreement does not establish protocols for electronic or digital transmittals, then Owner and Engineer shall jointly develop such protocols.

C. When transmitting items in electronic media or digital format, the transmitting party makes no representations as to long term compatibility, usability, or readability of the items resulting from the recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the items, or from those established in applicable transmittal protocols.

6.05 *Insurance*

A. Engineer shall procure and maintain insurance as set forth in Exhibit G. Engineer shall cause Owner to be listed as an additional insured on any applicable general liability insurance policy carried by Engineer.

B. Owner shall procure and maintain insurance as set forth in Exhibit G. Owner shall cause Engineer and its Consultants to be listed as additional insureds on any general liability policies carried by Owner, which are applicable to the Project.

C. Owner shall require Contractor to purchase and maintain policies of insurance covering workers' compensation, general liability, motor vehicle damage and injuries, and other insurance necessary to protect Owner's and Engineer's interests in the Project. Owner shall require Contractor to cause Engineer and its Consultants to be listed as additional insureds with respect to such liability insurance purchased and maintained by Contractor for the Project.

D. Owner and Engineer shall each deliver to the other certificates of insurance evidencing the coverages indicated in Exhibit G. Such certificates shall be furnished prior to commencement of Engineer's services and at renewals thereafter during the life of the Agreement.

E. All policies of property insurance relating to the Project, including but not limited to any builder's risk policy, shall allow for waiver of subrogation rights and contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any insured thereunder or against Engineer or its Consultants. Owner and Engineer waive all rights against each other, Contractor, the Consultants, and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from any of the perils or causes of loss covered by any builder's risk policy and any other property insurance relating to the Project. Owner and Engineer shall take appropriate measures in other Project-related contracts to secure waivers of rights consistent with those set forth in this paragraph.

F. All policies of insurance shall contain a provision or endorsement that the coverage afforded will not be canceled or reduced in limits by endorsement, and that renewal will not be refused, until at least 10 days prior written notice has been given to the primary insured and Owner.

G. At any time, Owner may request that Engineer or its Consultants, at Owner's sole expense, provide additional insurance coverage, increased limits, or revised deductibles that are more protective than those specified in Exhibit G. If so requested by Owner, and if commercially available, Engineer shall obtain and shall require its Consultants to obtain such additional insurance coverage, different limits, or revised deductibles for such periods of time as requested by Owner, and Exhibit G will be supplemented to incorporate these requirements.

6.06 *Suspension and Termination*

A. *Suspension:*

1. *By Owner*: Owner may suspend the Project for up to 90 days upon seven days written notice to Engineer.

2. *By Engineer*: Engineer may, after giving seven days written notice to Owner, suspend services under this Agreement if Owner has failed to pay Engineer for invoiced services and expenses, as set forth in Paragraph 4.02.B, or in response to the presence of Constituents of Concern at the Site, as set forth in Paragraph 6.10.D.

B. *Termination*: The obligation to provide further services under this Agreement may be terminated:

1. For cause,

a. by either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. If terminated by Owner for cause, subject to the foregoing provisions in this Agreement, Owner shall be entitled to copies of all Documents paid for up to the date of termination.

b. by Engineer:

1) upon seven days written notice if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or

2) upon seven days written notice if the Engineer's services for the Project are delayed or suspended for more than 90 days for reasons beyond Engineer's control, or as the result of the presence at the Site of undisclosed Constituents of Concern, as set forth in Paragraph 6.10.D.

3) Engineer shall have no liability to Owner on account of such termination.

c. Notwithstanding the foregoing, this Agreement will not terminate under Paragraph 6.06.B.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

2. For convenience, by Owner effective upon Engineer's receipt of notice from Owner.

C. *Effective Date of Termination:* The terminating party under Paragraph 6.06.B may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to demobilize personnel and equipment from the Site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.

D. *Payments Upon Termination:*

1. In the event of any termination under Paragraph 6.06, Engineer will be entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all Reimbursable Expenses incurred through the effective date of termination. Upon making such payment, Owner shall have the limited right to the use of Documents, at Owner's sole risk, subject to the provisions of Paragraph 6.03.

2. In the event of termination by Owner for convenience or by Engineer for cause, Engineer shall be entitled, in addition to invoicing for those items identified in Paragraph 6.06.D.1, to invoice Owner and receive payment of a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, costs of terminating contracts with Engineer's Consultants, and other related close-out costs, using methods and rates for Additional Services as set forth in Exhibit C.

6.07 *Controlling Law*

A. This Agreement is to be governed by the Laws and Regulations of the state in which the Project is located.

6.08 *Successors, Assigns, and Beneficiaries*

A. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 6.08.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.

B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, money that is due or may become due) in this Agreement without the written consent of the other party, except to the extent that any assignment, subletting, or transfer is mandated by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

C. Unless expressly provided otherwise in this Agreement:

1. Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any Constructor, other third-party individual or entity, or to any surety for or employee of any of them.

2. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.

3. Owner agrees that the substance of the provisions of this Paragraph 6.08.C shall appear in the Construction Contract Documents.

6.09 *Dispute Resolution*

A. Owner and Engineer agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice prior to invoking the procedures of Exhibit H or other provisions of this Agreement, or exercising their rights at law.

B. If the parties fail to resolve a dispute through negotiation under Paragraph 6.09.A, then either or both may invoke the procedures of Exhibit H. If Exhibit H is not included, or if no dispute resolution method is specified in Exhibit H, then the parties may exercise their rights at law.

6.10 *Environmental Condition of Site*

A. Owner represents to Engineer that as of the Effective Date to the best of Owner's knowledge no Constituents of Concern, other than those disclosed in writing to Engineer, exist at or adjacent to the Site.

B. If Engineer encounters or learns of an undisclosed Constituent of Concern at the Site, then Engineer shall notify (1) Owner and (2) appropriate governmental officials if Engineer reasonably concludes that doing so is required by applicable Laws or Regulations.

C. It is acknowledged by both parties that Engineer's scope of services does not include any services related to unknown or undisclosed Constituents of Concern. If Engineer or any other party encounters, uncovers, or reveals an undisclosed Constituent of Concern, then Owner shall promptly determine whether to retain a qualified expert to evaluate such condition or take any necessary corrective action.

D. If investigative or remedial action, or other professional services, are necessary with respect to undisclosed Constituents of Concern, or if investigative or remedial action beyond that reasonably contemplated is needed to address a disclosed or known Constituent of Concern, then Engineer may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until such portion of the Project is no longer affected.

E. If the presence at the Site of undisclosed Constituents of Concern adversely affects the performance of Engineer's services under this Agreement, then the Engineer shall have the option of (1) accepting an equitable adjustment in its compensation or in the time of completion, or both; or (2) terminating this Agreement for cause on seven days notice.

F. Owner acknowledges that Engineer is performing professional services for Owner and that Engineer is not and shall not be required to become an "owner," "arranger," "operator," "generator," or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), as amended, which are or may be encountered at or near the Site in connection with Engineer's activities under this Agreement.

6.11 *Indemnification and Mutual Waiver*

A. *Indemnification by Engineer:* To the fullest extent permitted by Laws and Regulations, Engineer shall indemnify and hold harmless Owner, and Owner's officers, directors, trustees, members, partners, agents, consultants, and employees, from losses, damages, and judgments (including reasonable consultants' and attorneys' fees and expenses) arising from third-party claims or actions relating to the Project, provided that any such claim, action, loss, damages, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Engineer or Engineer's officers, directors, members, partners, agents, employees, or Consultants. This indemnification provision is subject to and limited by the provisions, if any, agreed to by Owner and Engineer in Exhibit I, "Limitations of Liability."

B. *Indemnification by Owner:* Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants as required by Laws and Regulations and to the extent (if any) required in Exhibit I, "Limitations of Liability."

C. *Environmental Indemnification:* To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants from all claims, costs, losses, damages, actions, and judgments (including reasonable consultants' and attorneys fees and expenses) caused by, arising out of, relating to, or resulting from a Constituent of Concern at, on, or under the Site, provided that (1) any such claim, cost, loss, damages, action, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, and (2) nothing in this paragraph shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence or willful misconduct.

D. *No Defense Obligation:* The indemnification commitments in this Agreement do not include a defense obligation by the indemnitor unless such obligation is expressly stated.

E. *Percentage Share of Negligence:* To the fullest extent permitted by Laws and Regulations, a party's total liability to the other party and anyone claiming by, through, or under the other party for any cost, loss, or damages caused in part by the negligence of the party and in part by the negligence of the other party or any other negligent entity or individual, shall not exceed the percentage share that the party's negligence bears to the total negligence of Owner, Engineer, and all other negligent entities and individuals.

F. *Mutual Waiver:* To the fullest extent permitted by Laws and Regulations, Owner and Engineer waive against each other, and the other's employees, officers, directors, members, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement or the Project, from any cause or causes.

6.12 *Records Retention*

A. Subject to any requirements of the IEPA, Engineer shall maintain on file in legible form, for a period of five years following completion or termination of its services, all Documents, records (including cost records), and design calculations related to Engineer's services or pertinent to Engineer's performance under this Agreement. Engineer shall retain a copy of all final sealed or signed deliverables for a period of 15 years after date of completion. Upon Owner's request, Engineer shall provide a copy of any such item to Owner at cost.

6.13 *Miscellaneous Provisions*

A. *Notices:* Any notice required under this Agreement will be in writing, addressed to the appropriate party at its address on the signature page and given personally, by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.

B. *Survival:* All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.

C. *Severability:* Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Engineer, which agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

D. *Waiver:* A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

E. *Accrual of Claims:* To the fullest extent permitted by Laws and Regulations, all causes of action arising under this Agreement shall in no event be allowed after expiration of the applicable statutes of limitations and/or statutory period of repose (if any), whichever is longer.

ARTICLE 7 – DEFINITIONS

7.01 *Defined Terms*

A. Wherever used in this Agreement (including the Exhibits hereto) terms (including the singular and plural forms) printed with initial capital letters have the meanings indicated in the text above, in the exhibits, or in the following definitions:

1. *Addenda*—Written or graphic instruments issued prior to the opening of bids which clarify, correct, or change the bidding requirements or the proposed Construction Contract Documents.

2. *Additional Services*—The services to be performed for or furnished to Owner by Engineer in accordance with Part 2 of Exhibit A of this Agreement.

3. *Agreement*—This written contract for professional services between Owner and Engineer, including all exhibits identified in Paragraph 8.01 and any duly executed amendments.

4. *Application for Payment*—The form acceptable to Engineer which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Construction Contract.

5. *Basic Services*—The services to be performed for or furnished to Owner by Engineer in accordance with Part 1 of Exhibit A of this Agreement.

6. *Change Order*—A document which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Construction Contract Price or the Construction Contract Times, or other revision to the Construction Contract, issued on or after the effective date of the Construction Contract.

7. *Change Proposal*—A written request by Contractor, duly submitted in compliance with the procedural requirements set forth in the Construction Contract, seeking an adjustment in Construction Contract Price or Construction Contract Times, or both; contesting an initial decision by Engineer concerning the requirements of the Construction Contract Documents or the acceptability of Work under the Construction Contract Documents; challenging a set-off against payments due; or seeking other relief with respect to the terms of the Construction Contract.

8. *Constituent of Concern*—Asbestos, petroleum, radioactive material, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. ("CERCLA"); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§5501 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. ("RCRA"); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; or (g) any other federal, State, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.

9. *Construction Contract*—The entire and integrated written contract between the Owner and Contractor concerning the Work.

10. *Construction Contract Documents*—Those items designated as "Contract Documents" in the Construction Contract, and which together comprise the Construction Contract.

11. *Construction Contract Price*—The money that Owner has agreed to pay Contractor for completion of the Work in accordance with the Construction Contract Documents.

12. *Construction Contract Times*—The number of days or the dates by which Contractor shall: (a) achieve milestones, if any, in the Construction Contract; (b) achieve Substantial Completion; and (c) complete the Work.

13. *Construction Cost*—The cost to Owner of the construction of those portions of the entire Project designed or specified by or for Engineer under this Agreement, including construction labor, services, materials, equipment, insurance, and bonding costs, and allowances for contingencies. Construction Cost does not include costs of services of Engineer or other design professionals and consultants; cost of land or rights-of-way, or compensation for damages to property; Owner's costs for legal, accounting, insurance counseling, or auditing services; interest or financing charges incurred in connection with the Project; or the cost of other services to be provided by others to Owner. Construction Cost is one of the items comprising Total Project Costs.

14. *Constructor*—Any person or entity (not including the Engineer, its employees, agents, representatives, and Consultants), performing or supporting construction activities relating to the Project, including but not limited to Contractors, Subcontractors, Suppliers, Owner's work forces, utility companies, other contractors, construction managers, testing firms, shippers, and truckers, and the employees, agents, and representatives of any or all of them.

15. *Consultants*—Individuals or entities having a contract with Engineer to furnish services with respect to this Project as Engineer's independent professional associates and consultants; subcontractors; or vendors.

16. *Contractor*—The entity or individual with which Owner enters into a Construction Contract.

17. *Documents*—Data, reports, Drawings, Specifications, Record Drawings, building information models, civil integrated management models, and other deliverables, whether in printed or electronic format, provided or furnished in appropriate phases by Engineer to Owner pursuant to this Agreement.

18. *Drawings*—That part of the Construction Contract Documents that graphically shows the scope, extent, and character of the Work to be performed by Contractor.

19. *Effective Date*—The date indicated in this Agreement on which it becomes effective, but if no such date is indicated, the date on which this Agreement is signed and delivered by the last of the parties to sign and deliver.

20. *Engineer*—The individual or entity named as such in this Agreement.

21. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but does not change the Construction Contract Price or the Construction Contract Times.

22. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.

23. *Owner*—The individual or entity named as such in this Agreement and for which Engineer's services are to be performed. Unless indicated otherwise, this is the same individual or entity that will enter into any Construction Contracts concerning the Project.

24. *Project*—The total undertaking to be accomplished for Owner by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the services to be performed or furnished by Engineer under this Agreement are a part.

25. *Record Drawings*—Drawings depicting the completed Project, or a specific portion of the completed Project, prepared by Engineer and based on Contractor's record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, and written interpretations and clarifications, as delivered to Engineer and annotated by Contractor to show changes made during construction.

26. *Reimbursable Expenses*—The expenses incurred directly by Engineer in connection with the performing or furnishing of Basic Services and Additional Services for the Project.

27. *Resident Project Representative*—The authorized representative of Engineer assigned to assist Engineer at the Site during the Construction Phase. As used herein, the term Resident Project Representative or "RPR" includes any assistants or field staff of Resident Project Representative. The duties and responsibilities of the Resident Project Representative, if any, are as set forth in Exhibit D.

28. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and that establish the standards by which such portion of the Work will be judged.

29. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Construction Contract Documents.

30. *Site*—Lands or areas to be indicated in the Construction Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements, and such other lands furnished by Owner which are designated for the use of Contractor.

31. *Specifications*—The part of the Construction Contract Documents that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work.

32. *Subcontractor*—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work.

33. *Substantial Completion*—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Construction Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion thereof.

34. *Supplier*—A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or a Subcontractor.

35. *Total Project Costs*—The total cost of planning, studying, designing, constructing, testing, commissioning, and start-up of the Project, including Construction Cost and all other Project labor, services, materials, equipment, insurance, and bonding costs, allowances for contingencies, and the total costs of services of Engineer or other design professionals and consultants, together with such other Project-related costs that Owner furnishes for inclusion, including but not limited to cost of land, rights-of-way, compensation for damages to properties, Owner's costs for legal, accounting, insurance counseling, and auditing services, interest and financing charges incurred in connection with the Project, and the cost of other services to be provided by others to Owner.

36. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Construction Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction; furnishing, installing, and incorporating all materials and equipment into such construction; and may include related services such as testing, start-up, and commissioning, all as required by the Construction Contract Documents.

37. *Work Change Directive*—A written directive to Contractor issued on or after the effective date of the Construction Contract, signed by Owner and recommended by Engineer, ordering an addition, deletion, or revision in the Work.

B. *Day*:

1. The word "day" means a calendar day of 24 hours measured from midnight to the next midnight.

ARTICLE 8 – EXHIBITS AND SPECIAL PROVISIONS

8.01 *Exhibits Included:*

A. Exhibit A, Engineering Services for the Southeast Wastewater Treatment Plant – Digester and Residuals Improvements.

B. Exhibit B, Owner's Responsibilities.

C. Exhibit C, Payments to Engineer for Services and Reimbursable Expenses.

D. Exhibit D, Duties, Responsibilities and Limitations of Authority of Resident Project Representative.

~~E. Exhibit E, Reserved~~

~~F. Exhibit F, Reserved~~

G. Exhibit G, Insurance.

H. Exhibit H, Dispute Resolution.

I. Exhibit I, Limitations of Liability.

J. Exhibit J, Special Provisions, IEPA STATE REVOLVING LOAN FUND PROVISIONS

K. Exhibit K, Amendment to Owner-Engineer Agreement.

8.02 *Total Agreement*

A. This Agreement, (together with the exhibits included above) constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a written instrument duly executed by both parties. Amendments should be based whenever possible on the format of Exhibit K to this Agreement.

8.03 *Designated Representatives*

A. With the execution of this Agreement, Engineer and Owner shall designate specific individuals to act as Engineer's and Owner's representatives with respect to the services to be performed or furnished by Engineer and responsibilities of Owner under this Agreement. Such an individual shall have authority to transmit instructions, receive information, and render decisions relative to this Agreement on behalf of the respective party whom the individual represents.

8.04 *Engineer's Certifications*

A. Engineer certifies that it has not engaged in corrupt, fraudulent, or coercive practices in competing for or in executing the Agreement. For the purposes of this Paragraph 8.04:

1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the selection process or in the Agreement execution;

2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the selection process or the execution of the Agreement to the detriment of Owner, or (b) to deprive Owner of the benefits of free and open competition;

3. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the selection process or affect the execution of the Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

Owner: Bloomington Normal Water Reclamation District

By:

Print name: Tim Ervin

Title: Executive Director

Date Signed:

Engineer: Farnsworth Group, Inc.

By: [redacted]

Print name: Robert Kohlhase

Title: Principal

Date Signed: 9.10.2026

By: [redacted]

Print name: Zach Knight, PE

Title: Senior Engineering Manager

Date Signed: 9.10.2026

Engineer License or Firm's Certificate No. (if required): #184001856

State of: Illinois

Address for Owner's receipt of notices:
Bloomington Normal Water Reclamation District
2015 W. Oakland Avenue
Bloomington, IL 61704

Designated Representative (Paragraph 8.03.A):

Shawn Maurer

Title: District Engineer

Phone Number: 309-827-4396

E-Mail Address: smaurer@bnwrdil.gov

Address for Engineer's receipt of notices:
Farnsworth Group, Inc.
200 West College Avenue, Suite 301
Normal, IL 61701

Designated Representative (Paragraph 8.03.A):

Zach Knight

Title: Senior Engineering Manager

Phone Number: 309-663-8435

E-Mail Address: zknight@f-w.com

This is **EXHIBIT A – SEWWTP Digester and Residuals Improvements**, consisting of ___ pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated ______________.

BNWRD SOUTHEAST WASTEWATER TREATMENT PLANT–DIGESTER AND RESIDUALS IMPROVEMENTS

Engineer's Services

Article 1 of the Agreement is supplemented to include the following agreement of the parties.

Engineer shall provide Basic and Additional Services as set forth below.

PART 1 – BASIC SERVICES

Farnworth Group completed the Southeast Wastewater Treatment Plant (SEWWTP) Digester Capacity Study and Sludge Thickening Capacity Study in 2024. Reports recommendations included planning for a third digester, replacement of both gravity belt thickeners, and improvements to waste activated sludge (WAS) and thickened waste activated sludge (TWAS) pumping infrastructure.

The scope of Farnsworth Group's services on this Task Order is as follows:

Infrastructure Improvement Scope

1. One (1) new digester tank sized the same as the existing tanks, 28' Tall x 75' Diameter, with mixing, heating, gas collection, and gas safety equipment.
2. One (1) new two-level building. One (1) above grade, and one (1) below grade. The building will be sized to house digester mixing and heating equipment, transfer pumps, process instrumentation, control panels, an electrical room, a mechanical room, gas monitoring equipment, and other equipment required for a full functioning digester. A tunnel extension from the existing digester building to the new third digester building basement. The tunnel will serve as access between the buildings as well as a gallery for process piping and electrical conduits. New piping will be connected to the existing piping in the existing digester building where required.
4. Two (2) new sludge thickeners such as rotary drum thickeners.
5. WAS and TWAS pumping and piping improvements.
6. Replacement of existing digester covers, sludge heating, and methane gas management will be coordinated and incorporated into design at the District's direction.

The following Design scope shall be provided for SEWWTP Digester and Residuals Improvements.

A1.01 *Preliminary Design Phase – 30% Submittal*

1. Conduct a project Kick-Off Meeting with Owner to review the proposed SEWWTP Digester and Residuals Improvements. The goal of the Kick-Off meeting is to confirm Owner's requirements for the Project, including phasing, basis of design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and schedule.

2. Establish and conduct scheduled Progress Meetings with Owner representatives to discuss design concepts and approach throughout Preliminary Design Phase.

3. Provide necessary site field surveys and topographic and utility mapping for Engineer's design purposes. Comply with the scope of work and procedure for the identification and mapping of existing utilities selected and authorized by Owner.

4. Assist Owner in creation and completion of Funding and WIFIA Loan Applications.

5. Advise Owner if additional reports, data, information, or services are necessary and assist Owner in obtaining such reports, data, information, or services. Geotechnical soil borings will be coordinated with Owner outside of this agreement.

6. Prepare 30% Project Design Documents consisting of: basis of design, site survey, site plan, preliminary process drawings, process equipment recommendations, and outline of specifications. List of recommended process equipment consisting of a primary manufacturer and possible market alternatives that can furnish equipment for each process.

7. Furnish review copies of the 30% Project Design Documents to Owner and review them with Owner. Within 30 days of receipt, Owner shall submit to Engineer any comments regarding the furnished items.

B. Engineer's services under the Preliminary Design Phase – 30% Submittal will be considered complete on the date when Engineer has delivered to Owner the revised Preliminary Design Phase – 30% Design Documents.

A1.02 *Intermediate Design Phases – 60% & 95% Submittal*

A. 60% Project Design Submittal

1. Conduct scheduled Progress Meetings with Owner representatives to discuss design progress, and collect Owner input throughout 60% Project Design process.

2. Completion of 60% Project Design Documents consisting of: process, structural and control design drawings of existing and proposed facilities, tanks, and buildings; technical specifications for process equipment; and geotechnical subsurface exploration report.

3. Prepare an Opinion of Probable Construction Cost based on 60% Project Design Documents.

4. Furnish review copies of the Intermediate Design – 60% Design Documents to Owner and meet with the Owner to review. Within 30 days of receipt, Owner and their consultants shall submit to Engineer any comments regarding the furnished items.

5. Owner's comments on 60% Submittal Documents shall be incorporated and submitted to the Illinois Environmental Protection Agency Water Pollution Control Section for permitting along with required IEPA Permit Schedules.

6. Engineer's services under the 60% Project Design process will be considered complete on the date when Engineer has delivered to Owner the revised 60% Project Design Submittal documents and Opinion of Probable Construction Cost.

B. 95% Project Design Submittal

1. Conduct scheduled Progress Meetings with Owner representatives to discuss design progress, and collect Owner input throughout 95% Project Design process.

2. Completion of 95% Project Design Documents consisting of: process, architectural, structural, mechanical, electrical, and controls design drawings and specifications.

3. Prepare a revised Opinion of Probable Construction Cost based on 95% Project Design Documents.

4. Obtain and review Owner's instructions regarding Owner's procurement of construction services (including instructions regarding advertisements for bids, instructions to bidders, and requests for proposals, as applicable), Owner's construction contract requirements, insurance and bonding requirements, electronic transmittals during construction, and other information necessary for the finalization of Owner's bidding-related documents, and Construction Contract Documents.

5. Furnish review copies of the 95% Submittal Documents to Owner and meet with Owner to review. Within 30 days of receipt, Owner and their consultants shall submit to Engineer any comments regarding the furnished items.

6. Owner's comments on design plans and specifications shall be reviewed with Owner and be incorporated in the Final Design Phase.

7. Any Illinois Environmental Protection Agency's review comments received shall be incorporated into the Final Design Phase Documents by the Engineer.

C. Engineer's services under the Intermediate Design Phases will be considered complete on the date when Engineer has delivered to Owner the revised 95% Project Design Documents, revised opinion of probable Construction Cost, and any other Intermediate Design Phase deliverables.

~~A1.03~~ ~~*Final Design Phase – 100% Submittal*~~ *(By Future Amendment)*

~~A. After acceptance by Owner of the 95% Project Design Documents and revised Opinion of Probable Construction Cost as determined in the Intermediate Design Phase, Engineer shall:~~

~~1. Prepare Final Drawings and Specifications for bidding indicating the scope, extent, and character of the Work to be performed and furnished by Contractor.~~

~~2. Furnish for review by Owner and its legal counsel three (3) copies of the Final Drawings and Construction Contract Documents and the draft bidding-related documents. Within 30 days of receipt, Owner shall submit to Engineer any comments regarding the furnished items.~~

~~3. Revise the Final Drawings and Specifications, Construction Contract Documents, and bidding-related documents in accordance with comments and instructions from the Owner, as appropriate, and submit final copies of such documents to Owner for bidding.~~

~~B. Engineer's services under the Final Design Phase will be considered complete on the date when IEPA Construction Permit has been received and Engineer has delivered to Owner the Final Drawings and Specifications, Contract Documents, and bidding-related documents.~~

~~A1.04 *Bidding Phase*~~ *(By Future Amendment)*

~~A. After acceptance by Owner of the bidding documents and the Opinion of Probable Construction Cost as determined in the Final Design Phase, receipt of approved IEPA Construction Permit and upon authorization by Owner to proceed, Engineer shall:~~

~~1. Assist Owner in advertising for and obtaining bids or proposals for the Work and, where applicable, maintain a record of prospective bidders to whom Bidding Documents have been issued and participate in a pre-bid conference.~~

~~2. Issue addenda as appropriate to clarify, correct, or change the bidding documents.~~

~~3. Provide information or assistance needed by Owner in the course of any written questions or written clarifications with prospective contractors.~~

~~4. Attend the Bid opening, prepare Bid tabulation sheets, and assist Owner in evaluating Bids or proposals and in assembling and awarding contracts for the Work.~~

~~5. Consult with Owner as to the acceptability of subcontractors, suppliers, and other individuals and entities proposed by prospective contractors for those portions of the Work as to which such acceptability is required by the bidding documents.~~

~~6. If bidding documents require, the Engineer shall evaluate and determine the acceptability of "or equals" and substitute materials and equipment proposed by bidders.~~

~~7. Facilitate the transmission of required contract documents including the Notice of Award, Agreement, required Bonds and Insurance Certificates and other required documentation between the Owner and their selected Contractor(s).~~

~~8. Facilitate the transmission of IEPA required contract documents and associated documentation between the Owner and the IEPA.~~

~~B. The Bidding Phase will be considered complete upon issuance of the Owners Construction Contract Notice to Proceed.~~

~~A1.05 *Construction Phase*~~ *(By Future Amendment)*

~~A. Upon completion of the Bidding Phase, and upon authorization from Owner, Engineer shall:~~

~~1. General Administration of Construction Contract: Consult with Owner and act as Owner's representative as provided in the Construction Contract. The extent and limitations of the duties, responsibilities, and authority of Engineer as assigned in the Construction Contract shall not be modified, except as Engineer and Owner may otherwise agree in writing. All of Owner's instructions to Contractor will be issued through Engineer, which shall have authority to act on behalf of Owner in dealings with~~

~~Contractor to the extent provided in this Agreement and the Construction Contract except as otherwise provided in writing.~~

~~2. Resident Project Representative (RPR): Provide the services of an RPR at the Site to assist the Engineer and to provide more extensive observation of Contractor's work. Duties, responsibilities, and authority of the RPR are as set forth in Exhibit D. The furnishing of such RPR's services will not limit, extend, or modify Engineer's responsibilities or authority except as expressly set forth in Exhibit D.~~

~~3. Pre-Construction Conference: Participate in a Pre-Construction Conference prior to commencement of Work at the Site.~~

~~4. Schedules: Receive, review, and determine the acceptability schedules that Contractor is required to submit to Engineer, including the Progress Schedule, Schedule of Submittals, and Schedule of Values.~~

~~5. Baselines and Benchmarks: As appropriate, establish (one-time; not multiple recurrent removed or damaged by Contractor operations/activities or negligence) baselines and benchmarks for locating the Work which in Engineer's judgment are necessary to enable Contractor to proceed. The Contractor remains responsible for Baseline and Benchmark cross-checking and verification.~~

~~6. Visits to Site and Observation of Construction: In connection with observations of Contractor's Work while it is in progress:~~

~~a. Make visits to the Site at intervals appropriate to the various stages of construction, as Engineer deems necessary, to observe as an experienced and qualified design professional the progress of Contractor's executed Work. Such visits and observations by Engineer, and the Resident Project Representative, if any, are not intended to be exhaustive or to extend to every aspect of Contractor's Work in progress or to involve detailed inspections of Contractor's Work in progress beyond the responsibilities specifically assigned to Engineer in this Agreement and the Contract Documents, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on Engineer's exercise of professional judgment, as assisted by the Resident Project Representative, if any. Based on information obtained during such visits and observations, Engineer will determine in general if the Work is proceeding in accordance with the Contract Documents, and Engineer shall keep Owner informed of the progress of the Work.~~

~~b. The purpose of Engineer's visits to, and representation by the Resident Project Representative, if any, at the Site, will be to enable Engineer to better carry out the duties and responsibilities assigned to and undertaken by Engineer during the Construction Phase, and, in addition, by the exercise of Engineer's efforts as an experienced and qualified design professional, to provide for Owner a greater degree of confidence that the completed Work will conform in general to the Contract Documents and that Contractor has implemented and maintained the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents. Engineer shall not, during such visits or as a result of such observations of Contractor's Work in progress, supervise, direct, or~~

~~have control over Contractor's Work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by Contractor, for security or safety at the Site, for safety precautions and programs incident to Contractor's Work, nor for any failure of Contractor to comply with Laws and Regulations applicable to Contractor's furnishing and performing the Work. Accordingly, Engineer neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish or perform the Work in accordance with the Contract Documents.~~

~~7. Defective Work: Notify Owner of Reject Work if, on the basis of Engineer's observations, Engineer believes that such Work (a) is defective under the standards set forth in the Contract Documents, (b) will not produce a completed Project that conforms to the Contract Documents, or (c) will imperil the integrity of the completed Project as a functioning whole as indicated by the Contract Documents.~~

~~8. Clarifications and Interpretations; Field Orders: Issue necessary clarifications and interpretations of the Contract Documents as appropriate to the orderly completion of Contractor's work. Such clarifications and interpretations will be consistent with the intent of and reasonably inferable from the Contract Documents. Subject to any limitations in the Contract Documents, Engineer may issue field orders authorizing minor variations in the Work from the requirements of the Contract Documents.~~

~~9. Change Orders and Work Change Directives: Recommend change orders and work change directives to Owner, as appropriate, and prepare change orders and work change directives as required.~~

~~10. Shop Drawings and Samples: Review and approve or take other appropriate action in respect to Shop Drawings and Samples and other data which Contractor is required to submit, but only for conformance with the information given in the Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto. Engineer shall meet Contractor's submittal schedule that Engineer has accepted.~~

~~11. Substitutes and "or-equal": Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor.~~

~~12. Inspections and Tests: Require such special inspections or tests of Contractor's work as deemed reasonably necessary, and receive and review all certificates of inspections, tests, and approvals required by Laws and Regulations or the Contract Documents. Engineer's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Contract Documents. Engineer shall be entitled to rely on the results of such tests.~~

~~13. Disagreements between Owner and Contractor: Render formal written decisions on all duly submitted issues relating to the acceptability of Contractor's work or the interpretation of the requirements of the Contract Documents pertaining to the~~

~~execution, performance, or progress of Contractor's Work; review each duly submitted Claim by Owner or Contractor, and in writing either deny such Claim in whole or in part, approve such Claim, or decline to resolve such Claim if Engineer in its discretion concludes that to do so would be inappropriate. In rendering such decisions, Engineer shall be fair and not show partiality to Owner or Contractor and shall not be liable in connection with any decision rendered in good faith in such capacity.~~

~~14. Applications for Payment: Based on Engineer's observations as an experienced and qualified design professional and on review of Applications for Payment and accompanying supporting documentation:~~

~~a. Determine the amounts that Engineer recommends Contractor be paid. Such recommendations of payment will be in writing and will constitute Engineer's representation to Owner, based on such observations and review, that, to the best of Engineer's knowledge, information and belief, Contractor's Work has progressed to the point indicated, the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents, and to any other qualifications stated in the recommendation), and the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe Contractor's Work. In the case of unit price work, Engineer's recommendations of payment will include final determinations of quantities and classifications of Contractor's Work (subject to any subsequent adjustments allowed by the Contract Documents).~~

~~b. By recommending any payment, Engineer shall not thereby be deemed to have represented that observations made by Engineer to check the quality or quantity of Contractor's Work as it is performed and furnished have been exhaustive, extended to every aspect of Contractor's Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in this Agreement and the Contract Documents. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment including final payment will impose on Engineer responsibility to supervise, direct, or control Contractor's Work in progress or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto, or Contractor's compliance with Laws and Regulations applicable to Contractor's furnishing and performing the Work. It will also not impose responsibility on Engineer to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, or to determine that title to any portion of the Work in progress, materials, or equipment has passed to Owner free and clear of any liens, claims, security interests, or encumbrances, or that there may not be other matters at issue between Owner and Contractor that might affect the amount that should be paid.~~

~~15. Contractor's Completion Documents: Receive, review, and transmit to Owner maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance required by the Contract Documents, certificates of inspection, tests and approvals, Shop Drawings, Samples and transmit the annotated~~

~~record documents which are to be assembled by Contractor in accordance with the Contract Documents to obtain final payment.~~

~~16. Substantial Completion: Promptly after notice from Contractor that Contractor considers the entire Work ready for its intended use, in company with Owner and Contractor, visit the Project to determine if the Work is substantially complete. If after considering any objections of Owner, Engineer considers the Work substantially complete, Engineer shall deliver a certificate of Substantial Completion to Owner and Contractor. Substantial Completion shall be defined as the Owners ability to take into manual service the operation of the Equipment or Facility, with an identified Contract Punchlist of items to correct or finalize. Automation, Programming and SCADA will follow manual startup and operation.~~

~~17. Additional Tasks: Perform or provide the following additional Construction Phase tasks or deliverables:~~

~~a. Wastewater Controls Engineering Programming Services.~~

~~18. Final Notice of Acceptability of the Work: Conduct a final visit to the Project to determine if the completed Work of Contractor is acceptable so that Engineer may recommend final payment to Contractor.~~

~~B. Duration of Construction Phase: The Construction Phase will commence with the execution of the first Construction Contract for the Project and will terminate upon recommendation by Engineer for final payment to Contractors and SCADA programming. If the Project involves more than one prime contract as indicated in Paragraph A1.03.C, then Construction Phase services may be rendered at different times in respect to the separate contracts. Subject to the provisions of Article 3, Engineer shall be entitled to an equitable increase in compensation if Construction Phase services (including Resident Project Representative services, if any) are required after the original date for completion and readiness for final payment of Contractor as set forth in the Construction Contract.~~

~~C. Limitation of Responsibilities: Engineer shall not be responsible for the acts or omissions of any Contractor, Subcontractor or Supplier, or other individuals or entities performing or furnishing any of the Work, for safety or security at the Site, or for safety precautions and programs incident to Contractor's Work, during the Construction Phase or otherwise. Engineer shall not be responsible for the failure of any Contractor to perform or furnish the Work in accordance with the Contract Documents.~~

~~A1.06~~ ~~*Post-Construction Phase*~~ *(By Future Amendment)*

~~A. Upon authorization from Owner, Engineer shall:~~

~~1. Together with Owner, visit the Project to observe any apparent defects in the Work, assist Owner in consultations and discussions with Contractor concerning correction of any such defects, and make recommendations as to replacement or correction of defective Work, if any.~~

~~2. Perform or provide the following additional Post-Construction Phase tasks or deliverables:~~

a. ~~Attend and participate in an IEPA post-construction site visit to review the Project and associated funding closeout requirements.~~

B. ~~The Post-Construction Phase services may commence during the Construction Phase and, if not otherwise modified in this Exhibit A, will terminate twelve months after the commencement of the Construction Contract's correction period.~~

C. ~~Provide Asset Management Assistance to the level requested by Owner for the incorporation of new assets into the software INFOR, provided by Owner.~~

A1.07 *Schedule of Services*

A. Progress Meetings to be held over the course of the entire project with the objective of but not limited to discussing Project progress, Engineer's requests for information, and Project permitting and loan documentation.

B. Project Schedule:

1. Authorization to Proceed	September 14, 2026
2. 30% Submittal	March 31, 2027
3. 60% Submittal	September 20, 2027
4. IEPA Construction Permit Submittal	September 30, 2027
5. 95% Submittal	February 18, 2028
6. Final Design Phase Submittal	TBD
7. Bidding Phase	TBD
Construction Phase	TBD

PART 2 – ADDITIONAL SERVICES

A2.01 *Additional Services Requiring Owner's Written Authorization*

A. If authorized in writing by Owner, Engineer shall provide Additional Services of the types listed below. These services are not included as part of Basic Services and will be paid for by Owner as indicated in Exhibit C.

1. Preparation of applications and supporting documents (in addition to those furnished under Basic Services) for private or governmental grants, loans, or advances in connection with the Project; preparation or review of environmental assessments and impact statements; review and evaluation of the effects on the design requirements for the Project of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Project.

2. Services to make measured drawings of existing conditions or facilities, to conduct tests or investigations of existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by Owner or others.

3. Services resulting from significant changes in the scope, extent, or character of the portions of the Project designed or specified by Engineer, or the Project's design

requirements, including, but not limited to, changes in size, complexity, Owner's schedule, character of construction, or method of financing; and revising previously accepted studies, reports, Drawings, Specifications, or Construction Contract Documents when such revisions are required by changes in Laws and Regulations enacted subsequent to the Effective Date or are due to any other causes beyond Engineer's control.

4. Services resulting from Owner's request to evaluate additional Study and Report Phase alternative solutions.

5. Services required as a result of Owner's providing incomplete or incorrect Project information to Engineer.

6. Providing renderings or models for Owner's use, including services in support of building information modeling, civil integrated management, and biological nutrient process modeling.

7. Undertaking investigations and studies including, but not limited to:

   a. detailed consideration of operations, maintenance, and overhead expenses;

   b. the preparation of feasibility studies (such as those that include projections of output capacity, utility project rates, project market demand, or project revenues) and cash flow analyses, provided that such services are based on the engineering and technical aspects of the Project, and do not include rendering advice regarding municipal financial products or the issuance of municipal securities;

   c. preparation of appraisals;

   d. evaluating processes available for licensing, and assisting Owner in obtaining process licensing;

   e. detailed quantity surveys of materials, equipment, and labor; and

   f. audits or inventories required in connection with construction performed or furnished by Owner.

8. Furnishing services of Consultants for other than Basic Services.

9. Providing data or services of the types described in Exhibit B, when Owner retains Engineer to provide such data or services instead of Owner furnishing the same.

10. Providing the following services:

    a. Services attributable to more prime construction contracts than specified in Paragraph A1.03.D.

    b. Services to arrange for performance of construction services for Owner by contractors other than the principal prime Contractor, and administering Owner's contract for such services.

11. Services during out-of-town travel required of Engineer, other than for visits to the Site or Owner's office or other locations as required in Basic Services (Part 1 of Exhibit A).

12. Preparing for, coordinating with, participating in and responding to structured independent review processes, including, but not limited to, construction management, cost estimating, project peer review, value engineering, and constructability review requested by Owner; and performing or furnishing services required to revise studies, reports, Drawings, Specifications, or other documents as a result of such review processes unless specifically identified in Basic Services.

13. Preparing additional bidding-related documents (or requests for proposals or other construction procurement documents) or Construction Contract Documents for alternate bids or cost estimates requested by Owner for the Work or a portion thereof.

14. Assistance in connection with bid protests, rebidding, or renegotiating contracts for construction, materials, equipment, or services.

15. Preparing conformed Construction Contract Documents that incorporate and integrate the content of all Addenda and any amendments negotiated by Owner and Contractor.

16. Providing more extensive services required to enable Engineer to issue notices or certifications requested by Owner.

17. Other additional services performed or furnished by Engineer not otherwise provided for in this Agreement.

A2.02 *Additional Services Not Requiring Owner's Written Authorization* – NONE

This is **EXHIBIT B**, consisting of 3 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated __________________.

Owner's Responsibilities

Article 2 of the Agreement is supplemented to include the following agreement of the parties.

B2.01 In addition to other responsibilities of Owner as set forth in this Agreement, Owner shall at its expense:

A. Provide Engineer with all criteria and full information as to Owner's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations.

B. Give instructions to Engineer regarding Owner's procurement of construction services Owner's construction contract practices and requirements, insurance and bonding requirements, electronic transmittals during construction, and other information necessary for the finalization of Owner's bidding-related documents, and Construction Contract Documents.

C. Furnish to Engineer any other available information pertinent to the Project including reports and data relative to previous designs, construction, or investigation at or adjacent to the Site.

D. Following Engineer's assessment of initially-available Project information and data and upon Engineer's request, assist or direct Engineer to obtain, furnish, or otherwise make available additional Project-related information and data as is reasonably required to enable Engineer to complete its Basic and Additional Services. Such additional information or data would generally include the following:

1. Property descriptions.

2. Zoning, deed, and other land use restrictions.

3. Utility and topographic mapping and surveys.

4. Property, boundary, easement, right-of-way, and other special surveys or data, including establishing relevant reference points.

5. Explorations and tests of subsurface conditions at or adjacent to the Site; geotechnical reports and investigations; drawings of physical conditions relating to existing surface or subsurface structures at the Site; hydrographic surveys, laboratory tests and inspections of samples, materials, and equipment; with appropriate professional interpretation of such information or data.

6. Environmental assessments, audits, investigations, and impact statements, and other relevant environmental, historical, or cultural studies relevant to the Project, the Site, and adjacent areas.

7. Data or consultations as required for the Project but not otherwise identified in this Agreement.

E. Except as otherwise agreed by the parties, Owner shall arrange for safe access to and make all provisions for Engineer to enter upon public and private property as required for Engineer to perform services under the Agreement.

F. Recognizing and acknowledging that Engineer's services and expertise do not include the following services, provide, as required for the Project:

1. Accounting, bond and financial advisory (including, if applicable, "municipal advisor" services as described in Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) and the municipal advisor registration rules issued by the Securities and Exchange Commission), independent cost estimating, and insurance counseling services.

2. Legal services with regard to issues pertaining to the Project as Owner requires, Contractor raises, or Engineer reasonably requests.

3. Such auditing services as Owner requires to ascertain how or for what purpose Contractor has used the money paid.

G. Reserved.

H. Provide authorized signatures and reviews, and approvals for permits from all governmental authorities having jurisdiction to approve all phases of the Project designed or specified by Engineer. Advise Engineer of the identity and scope of services of any independent consultants employed by Owner to perform or furnish services in regard to the Project, including, but not limited to, cost estimating, project peer review, value engineering, and constructibility review.

I. If Owner designates a construction manager or an individual or entity other than, or in addition to, Engineer to represent Owner at the Site, define and set forth as an attachment to this Exhibit B the duties, responsibilities, and limitations of authority of such other party and the relation thereof to the duties, responsibilities, and authority of Engineer.

J. If more than one prime contract is to be awarded for the Work designed or specified by Engineer, then designate a person or entity to have authority and responsibility for coordinating the activities among the various prime Contractors, and define and set forth the duties, responsibilities, and limitations of authority of such individual or entity and the relation thereof to the duties, responsibilities, and authority of Engineer as an attachment to this Exhibit B that is to be mutually agreed upon and made a part of this Agreement before such services begin.

K. Inform Engineer in writing of any specific requirements of safety or security programs that are applicable to Engineer, as a visitor to the Site.

L. Examine all alternative solutions, studies, reports, sketches, Drawings, Specifications, proposals, and other documents presented by Engineer (including obtaining advice of an attorney, risk manager, insurance counselor, financial/municipal advisor, and other advisors or consultants as Owner deems appropriate with respect to such examination) and render in writing timely decisions pertaining thereto.

M. Inform Engineer regarding any need for assistance in evaluating the possible use of Project Strategies, Technologies, and Techniques, as defined in Exhibit A.

N. Advise Engineer as to whether Engineer's assistance is requested in identifying opportunities for enhancing the sustainability of the Project.

O. Place and pay for advertisement for Bids in appropriate publications as required by Project funding procurement requirements.

P. Furnish to Engineer data as to Owner's anticipated costs for services to be provided by others (including, but not limited to, accounting, bond and financial, independent cost estimating, insurance counseling, and legal advice) for Owner so that Engineer may assist Owner in collating the various cost categories which comprise Total Project Costs, but only if Owner requests that Engineer provide the services set forth in this provision.

Q. Reserved.

R. Authorize Engineer to provide Additional Services as set forth in Part 2 of Exhibit A of the Agreement, as required.

This is **EXHIBIT C**, consisting of ___ pages, referred to in and part of the Agreement between Owner and Engineer for Professional Services dated ________________.

BNWRD SOUTHEAST WASTEWATER TREATMENT PLANT–DIGESTER AND RESIDUALS IMPROVEMENTS

Payments to Engineer for Services and Reimbursable Expenses
COMPENSATION PACKET: Basic Services – Lump Sum

Article 2 of the Agreement is supplemented to include the following agreement of the parties:

ARTICLE 2 – OWNER'S RESPONSIBILITIES

C2.01 *Compensation for Basic Services (other than Resident Project Representative) – Lump Sum Method of Payment*

A. Owner shall pay Engineer for Basic Services set forth in Exhibit A – **BNWRD SOUTHEAST WASTEWATER TREATMENT PLANT–DIGESTER AND RESIDUALS IMPROVEMENTS**, except for services otherwise noted as hourly charges below in C2.02, if any, as follows:

1. Design Phase Services: A Lump Sum amount of **$858,000.00** based on the following estimated distribution of compensation:

2. The Lump Sum includes compensation for Engineer's services and services of Engineer's Consultants, if any. Appropriate amounts have been incorporated in the Lump Sum to account for labor costs, overhead, profit, expenses, and Consultant charges.

3. The portion of the Lump Sum amount billed for Engineer's services will be based upon Engineer's estimate of the percentage of the total services actually completed during the billing period.

C2.02 *Compensation For Basic Services (other than Resident Project Representative) – Standard Hourly Rates Method of Payment*

B. Owner shall pay Engineer for Basic Services set forth in Exhibit A – **BNWRD SOUTHEAST WASTEWATER TREATMENT PLANT–DIGESTER AND RESIDUALS IMPROVEMENTS**, except for services of Engineer's Resident Project Representative, if any, as follows:

1. An amount equal to the cumulative hours charged to the Project by each class of Engineer's personnel times Standard Hourly Rates for each applicable billing class for all services performed on the Project, plus Reimbursable Expenses and Engineer's Consultants' charges, if any.

2. The Standard Hourly Rates charged by Engineer constitute full and complete compensation for Engineer's services, including labor costs, overhead, and profit; the Standard Hourly Rates do not include Reimbursable Expenses or Engineer's Consultants' charges.

3. Engineer's Reimbursable Expenses Schedule and Standard Hourly Rates are attached to this Exhibit C as Appendices 1.

4. Because of the extended timeline of the projects the total compensation for services under Paragraph C2.02 will be determined at time of bidding by an Agreement Amendment.

   a. Bidding Phases TBD

   b. Construction Phases: Non RPR Services TBD

   c. Post-Construction Phases TBD

5. Engineer may alter the distribution of compensation between individual phases of the work noted herein to be consistent with services actually rendered, but shall not exceed the total estimated compensation amount unless approved in writing by Owner.

6. The total estimated compensation for Engineer's services included in the breakdown by phases as noted in Paragraph C2.02.A.3 incorporates all labor, overhead, profit, Reimbursable Expenses, and Engineer's Consultants' charges.

7. The amounts billed for Engineer's services under Paragraph C2.02 will be based on the cumulative hours charged to the Project during the billing period by each class of Engineer's employees times Standard Hourly Rates for each applicable billing class, plus Reimbursable Expenses and Engineer's Consultants' charges.

8. The Standard Hourly Rates and Reimbursable Expenses Schedule will be adjusted annually (as of January 1) to reflect equitable changes in the compensation payable to Engineer.

C. *Period of Service:* The compensation amount stipulated is conditioned on a period of service not exceeding thirty-six (36) months. If such period of service is extended, the compensation amount for Engineer's services shall be appropriately adjusted.

COMPENSATION PACKET: Resident Project Representative – Standard Hourly Rates

Article 2 of the Agreement is supplemented to include the following agreement of the parties:

C2.04 *Compensation for Resident Project Representative Basic Services – Standard Hourly Rates Method of Payment*

A. *Owner shall pay Engineer for Resident Project Representative Basic Services as follows:*

1. *Resident Project Representative Services:* For services of Engineer's Resident Project Representative of Exhibit A, an amount equal to the cumulative hours charged to the Project by each class of Engineer's personnel times Standard Hourly Rates for each applicable billing class for all Resident Project Representative services performed on the Project, plus related Reimbursable Expenses and Engineer's Consultant's charges, if any. The total compensation for full-time RPR services under this paragraph will be determined by an Agreement Amendment following Bidding Services.

B. *Compensation for Reimbursable Expenses:*

1. For those Reimbursable Expenses that are not accounted for in the compensation for Basic Services, and are directly related to the provision of Resident Project Representative or Post-Construction Basic Services, Owner shall pay Engineer at the rates set forth in Appendix 1 to this Exhibit C.

2. Reimbursable Expenses include the expenses identified in Appendix 1 and the following: transportation (including mileage), lodging, and subsistence incidental thereto; providing and maintaining field office facilities including furnishings and utilities; subsistence and transportation of Resident Project Representative and assistants; toll telephone calls, mobile phone charges, and courier charges; reproduction of reports, Drawings, Specifications, bidding-related or other procurement documents, Construction Contract Documents, and similar Project-related items. In addition, if authorized in advance by Owner, Reimbursable Expenses will also include expenses incurred for the use of highly specialized equipment.

3. The amounts payable to Engineer for Reimbursable Expenses, if any, will be those internal expenses related to the Resident Project Representative Basic Services that are actually incurred or allocated by Engineer, plus all invoiced external Reimbursable Expenses allocable to such services, the latter multiplied by a factor of 1.10.

4. The Reimbursable Expenses Schedule will be adjusted annually (as of January 1) to reflect equitable changes in the compensation payable to Engineer.

C. *Other Provisions Concerning Payment Under this Paragraph C2.04:*

1. Whenever Engineer is entitled to compensation for the charges of Engineer's Consultants, those charges shall be the amounts billed by Engineer's Consultants to Engineer times a factor of 1.05.

2. *Factors*: The external Reimbursable Expenses and Engineer's Consultant's factors include Engineer's overhead and profit associated with Engineer's responsibility for the administration of such services and costs.

3. *Estimated Compensation Amounts*:

   a. Engineer's estimate of the amounts that will become payable for specified services are only estimates for planning purposes, are not binding on the parties, and are not the minimum or maximum amounts payable to Engineer under the Agreement.

   b. When estimated compensation amounts have been stated herein and it subsequently becomes apparent to Engineer that the total compensation amount thus estimated will be exceeded, Engineer shall give Owner written notice thereof, allowing Owner to consider its options, including suspension or termination of Engineer's services for Owner's convenience. Upon notice Owner and Engineer promptly shall review the matter of services remaining to be performed and compensation for such services. Owner shall either exercise its right to suspend or terminate Engineer's services for Owner's convenience, agree to such compensation exceeding said estimated amount, or agree to a reduction in the remaining services to be rendered by Engineer, so that total compensation for such services will not exceed said estimated amount when such services are completed. If Owner decides not to suspend Engineer's services during negotiations and Engineer exceeds the estimated amount before Owner and Engineer have agreed to an increase in the compensation due Engineer or a reduction in the remaining services, then Engineer shall be paid for all services rendered hereunder.

4. To the extent necessary to verify Engineer's charges and upon Owner's timely request, Engineer shall make copies of such records available to Owner at cost.

This is **EXHIBIT D**, consisting of 5 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated______________.

Duties, Responsibilities, and Limitations of Authority of Resident Project Representative

Article 1 of the Agreement is supplemented to include the following agreement of the parties:

ARTICLE 1 - SERVICES OF ENGINEER

D1.01 *Resident Project Representative*

A. Engineer shall furnish a Resident Project Representative ("RPR") to assist Engineer in observing progress and quality of the Work. The RPR may provide full time representation or may provide representation to a lesser degree. RPR is Engineer's representative at the Site, will act as directed by and under the supervision of Engineer, and will confer with Engineer regarding RPR's actions.

B. Through RPR's observations of the Work, including field checks of materials and installed equipment, Engineer shall endeavor to provide further protection for Owner against defects and deficiencies in the Work. However, Engineer shall not, as a result of such RPR observations of the Work, supervise, direct, or have control over the Work, nor shall Engineer (including the RPR) have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, for security or safety at the Site, for safety precautions and programs incident to the Work or any Constructor's work in progress, for the coordination of the Constructors' work or schedules, or for any failure of any Constructor to comply with Laws and Regulations applicable to the performing and furnishing of its work. The Engineer (including RPR) neither guarantees the performances of any Constructor nor assumes responsibility for any Constructor's failure to furnish and perform the Work, or any portion of the Work, in accordance with the Construction Contract Documents. In addition, the specific terms set forth in Exhibit A, Paragraph A1.05, of this Agreement are applicable.

C. The duties and responsibilities of the RPR are as follows:

1. *General:* RPR's dealings in matters pertaining to the Work in general shall be with Engineer and Contractor. RPR's dealings with Subcontractors shall only be through or with the full knowledge and approval of Contractor. RPR shall generally communicate with Owner only with the knowledge of and under the direction of Engineer.

2. *Schedules:* Review the progress schedule, schedule of Shop Drawing and Sample submittals, schedule of values, and other schedules prepared by Contractor and consult with Engineer concerning acceptability of such schedules.

3. *Conferences and Meetings:* Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences, and other Project-related meetings

(but not including Contractor's safety meetings), and as appropriate prepare and circulate copies of minutes thereof.

4. *Safety Compliance:* Comply with Site safety programs, as they apply to RPR, and if required to do so by such safety programs, receive safety training specifically related to RPR's own personal safety while at the Site.

5. *Liaison:*

   a. Serve as Engineer's liaison with Contractor. Working principally through Contractor's authorized representative or designee, assist in providing information regarding the provisions and intent of the Construction Contract Documents.

   b. Assist Engineer in serving as Owner's liaison with Contractor when Contractor's operations affect Owner's on-Site operations.

   c. Assist in obtaining from Owner additional details or information, when required for proper execution of the Work.

6. *Clarifications and Interpretations:* Receive from Contractor submittal of any matters in question concerning the requirements of the Construction Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Construction Contract Documents. Report to Engineer regarding such RFIs. Report to Engineer when clarifications and interpretations of the Construction Contract Documents are needed, whether as the result of a Contractor RFI or otherwise. Transmit Engineer's clarifications, interpretations, and decisions to Contractor.,

7. *Shop Drawings and Samples:*

   a. Record date of receipt of Samples and Contractor-approved Shop Drawings.

   b. Receive Samples that are furnished at the Site by Contractor, and notify Engineer of availability of Samples for examination.

   c. Advise Engineer and Contractor of the commencement of any portion of the Work requiring a Shop Drawing or Sample submittal, if RPR believes that the submittal has not been received from Contractor, or has not been approved by Contractor or Engineer.

8. *Proposed* Mo*difications:* Consider and evaluate Contractor's suggestions for modifications to the Drawings or Specifications, and report such suggestions, together with RPR's recommendations, if any, to Engineer. Transmit Engineer's response (if any) to such suggestions to Contractor.

9. *Review of Work; Defective Work:*

   a. Report to Engineer whenever RPR believes that any part of the Work is defective under the terms and standards set forth in the Construction Contract Documents, and provide recommendations as to whether such Work should be corrected, removed and replaced, or accepted as provided in the Construction Contract Documents.

b. Inform Engineer of any Work that RPR believes is not defective under the terms and standards set forth in the Construction Contract Documents, but is nonetheless not compatible with the design concept of the completed Project as a functioning whole, and provide recommendations to Engineer for addressing such Work. ; and

c. Advise Engineer of that part of the Work that RPR believes should be uncovered for observation, or requires special testing, inspection, or approval.

10. *Inspections, Tests, and System Start-ups:*

a. Consult with Engineer in advance of scheduled inspections, tests, and systems start-ups.

b. Verify that tests, equipment, and systems start-ups and operating and maintenance training are conducted in the presence of appropriate Owner's personnel, and that Contractor maintains adequate records thereof.

c. Observe, record, and report to Engineer appropriate details relative to the test procedures and systems start-ups.

d. Observe whether Contractor has arranged for inspections required by Laws and Regulations, including but not limited to those to be performed by public or other agencies having jurisdiction over the Work.

e. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Work, record the results of these inspections, and report to Engineer.

11. *Records*:

a. Maintain orderly files for correspondence, reports of job conferences, copies of Construction Contract Documents including all Change Orders, Field Orders, Work Change Directives, Addenda, additional Drawings issued subsequent to the execution of the Construction Contract, RFIs, Engineer's clarifications and interpretations of the Construction Contract Documents, progress reports, approved Shop Drawing and Sample submittals, and other Project-related documents.

b. Prepare reports recording Subcontractors present at the Site, weather conditions, data relative to questions of Change Orders, Field Orders, Work Change Directives, or changed conditions, Site visitors, deliveries of equipment or materials, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to Engineer.

c. Photograph or video Work in progress or Site conditions as needed for Project documentation.

d. Record and maintain accurate, up-to-date lists of the names, addresses, fax numbers, e-mail addresses, websites, and telephone numbers (including mobile numbers) of all Contractors, Subcontractors, and major Suppliers of materials and equipment.

e. Maintain records for use in preparing Project documentation.

f. Upon completion of the Work, furnish original set of all RPR Project documentation to Engineer.

12. *Reports:*

a. Furnish to Engineer periodic reports as required of progress of the Work and of Contractor's compliance with the progress schedule and schedule of Shop Drawing and Sample submittals.

b. Draft and recommend to Engineer proposed Change Orders, Work Change Directives, and Field Orders. Obtain backup material from Contractor.

c. Furnish to Engineer and Owner copies of all inspection, test, and system start-up reports.

d. Immediately inform Engineer of the occurrence of any Site accidents, emergencies, acts of God endangering the Work, possible force majeure or delay events, damage to property by fire or other causes, or the discovery of any potential differing site condition or Constituent of Concern.

13. *Payment Requests:* Review applications for payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to Engineer, noting particularly the relationship of the payment requested to the schedule of values, Work completed, and materials and equipment delivered at the Site but not incorporated in the Work.

14. *Certificates, Operation and Maintenance Manuals:* During the course of the Work, verify that materials and equipment certificates, operation and maintenance manuals and other data required by the Contract Documents to be assembled and furnished by Contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have these documents delivered to Engineer for review and forwarding to Owner prior to payment for that part of the Work.

15. *Completion*:

a. Participate in Engineer's visits to the Site regarding Substantial Completion, assist in the determination of Substantial Completion, and prior to the issuance of a Certificate of Substantial Completion submit a punch list of observed items requiring completion or correction.

b. Participate in Engineer's visit to the Site in the company of Owner and Contractor, to determine completion of the Work, and prepare a final punch list of items to be completed or corrected by Contractor.

c. Observe whether all items on the final punch list have been completed or corrected, and make recommendations to Engineer concerning acceptance.

D. Resident Project Representative shall not:

1. Authorize any deviation from the Construction Contract Documents or substitution of materials or equipment (including "or-equal" items).

2. Exceed limitations of Engineer's authority as set forth in this Agreement.

3. Undertake any of the responsibilities of Contractor, Subcontractors, or Suppliers, or any Constructor.

4. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of the Work, by Contractor or any other Constructor.

5. Advise on, issue directions regarding, or assume control over security or safety practices, precautions, and programs in connection with the activities or operations of Owner or Contractor.

6. Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by Engineer.

7. Accept Shop Drawing or Sample submittals from anyone other than Contractor.

8. Authorize Owner to occupy the Project in whole or in part.

This is **EXHIBIT G**, consisting of 2 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated ____________________.

Insurance

Paragraph 6.05 of the Agreement is supplemented to include the following agreement of the parties:

G6.05 *Insurance*

A. For the duration of the Project, the Engineer shall procure and maintain the following insurance coverage and Certificates of Insurance, required by Paragraph 6.05.A and 6.05.B, will be provided for the Owner upon written request. The insurance required shall provide coverage for not less than the following amounts, or greater where required by law:

1. By Engineer:

a. Workers' Compensation:	Statutory Limits
b. Employer's Liability --	
1) Bodily injury, each accident:	$ 1,000,000
2) Bodily injury by disease, each employee:	$ 1,000,000
3) Bodily injury/disease, aggregate:	$ 1,000,000
c. General Liability --	
1) Each Occurrence (Bodily Injury and Property Damage):	$ 1,000,000
2) General Aggregate:	$ 2,000,000
d. Excess or Umbrella Liability --	
1) Per Occurrence:	$10,000,000
2) General Aggregate:	$10,000,000
e. Automobile Liability –	
1) Combined Single Limit (Bodily Injury and Property Damage):	$ 1,000,000
f. Professional Liability –	
1) Each Claim Made	$ 5,000,000
2) Annual Aggregate	$ 5,000,000
g. Other (specify):	None

2. By Owner:

   a. Workers' Compensation: Statutory

   b. Employer's Liability --

      1) Bodily injury, Each Accident $2,000,000
      2) Bodily injury by Disease, Each Employee $2,000,000
      3) Bodily injury/Disease, Aggregate $2,000,000

   c. General Liability --

      1) General Aggregate: $8,000,000
      2) Each Occurrence (Bodily Injury and Property Damage): $2,000,000

   d. Excess Umbrella Liability

      1) Per Occurrence: $2,000,000
      2) General Aggregate: $8,000,000

   e. Automobile Liability – Combined Single Limit (Bodily Injury and Property Damage):

      $2,000,000

   f. Other (specify): None

B. *Additional Insureds:*

1. The following individuals or entities are to be listed on Owner's general liability policies of insurance as additional insureds:

   a. Farnsworth Group
      Engineer

   b. None
      Engineer's Consultant

2. During the term of this Agreement the Engineer shall notify Owner of any other Consultant to be listed as an additional insured on Owner's general liability policies of insurance.

3. The Owner shall be listed on Engineer's general liability policy as provided in Paragraph 6.05.A.

This is **EXHIBIT H**, consisting of 1 page, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated ____________________.

Dispute Resolution

Paragraph 6.09 of the Agreement is supplemented to include the following agreement of the parties:

H6.08 *Dispute Resolution*

A. *Mediation*: Owner and Engineer agree that they shall first submit any and all unsettled claims, counterclaims, disputes, and other matters in question between them arising out of or relating to this Agreement or the breach thereof ("Disputes") to mediation by **a single mediator mutually agreed upon by the parties**. Owner and Engineer agree to participate in the mediation process in good faith. The process shall be conducted on a confidential basis, and shall be completed within 120 days. If such mediation is unsuccessful in resolving a Dispute, then the parties select litigation as the sole form of binding dispute resolution and agree that the federal and state courts in Mclean County shall have exclusive jurisdiction over any disputes involving this Agreement or any Services directly or indirectly performed thereunder.

This is **EXHIBIT I**, consisting of 1 page, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated ____________________.

Limitations of Liability

Paragraph 6.11 of the Agreement is supplemented to include the following agreement of the parties:

1. Reserved.

2. *Exclusion of Special, Incidental, Indirect, and Consequential Damages:* To the fullest extent permitted by Laws and Regulations, and notwithstanding any other provision in the Agreement, consistent with the terms of Paragraph 6.11, the Engineer and Engineer's officers, directors, members, partners, agents, Consultants, and employees shall not be liable to Owner or anyone claiming by, through, or under Owner for any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement or the Project, from any cause or causes, including but not limited to: loss of profit, loss of use, loss of business, loss of income and loss of reputation.

B. *Indemnification by Owner*: To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants from and against any and all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to the Project, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Owner or Owner's officers, directors, members, partners, and employees.

This is **EXHIBIT J**, consisting of 2 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated ____________________.

Special Provisions

The Agreement is amended to include the following agreement(s) of the parties:

Special Provisions – IEPA STATE REVOLVING LOAN FUND PROVISIONS

ARTICLE 1 – ENGINEER AGREES TO THE FOLLOWING CERTIFICATIONS:

1.01 *Audit & Access to Records Clause*

A. Books, records, documents and other evidence directly pertinent to performance of PWSLP/WPCLP loan work under this agreement shall be maintained in accordance with generally accepted Accounting Principles. The Agency or any of its authorized representatives shall have access to the books, records, documents and other evidence for the purpose of inspection, audit and copying. Facilities shall be provided for access and inspection.

B. Audits conducted pursuant to this provision shall be in accordance with auditing standards generally accepted in the United States of America.

C. All information and reports resulting from access to records pursuant to the above shall be disclosed to the Agency. The auditing agency shall afford the Engineer an opportunity for an audit exit conference and an opportunity to comment on the pertinent portions of the draft audit report.

D. The final audit report shall include the written comments, if any, of the audited parties.

E. Records shall be maintained and made available during performance of project services under this agreement and for three years after the final loan closing. In addition, those records that relate to any dispute pursuant to the Loan Rules Section 365.650 or Section 662.650 (Disputes) or litigation or the settlement of claims arising out of project performance or costs or items to which an audit exception has been taken, shall be maintained and made available for three years after the resolution of the appeal, litigation, claim or exception.

1.02 *Covenant Against Contingent Fees*

A. Engineer warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bonafide employees. For breach or violation of this warranty, the loan recipient shall have the right to annul this agreement without liability or in its discretion to deduct from the contract price or consideration or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

1.03 *Certification Regarding Debarment, Suspension, and Other Responsibility Matters*

A. Engineer certifies to the best of its knowledge and belief that it and its principals: (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency; (b) Have not within a three year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property. (c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default. I understand that a false statement on this certification may be grounds for rejection of this proposal or termination of the award. In addition, under 18 USC Sec. 1001, a false statement may result in fine of up to $10,000 or imprisonment for up to 5 years, or both.

1.04 *USEPA Nondiscrimination Clause*

A. The contractor (engineer) shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract. The contractor shall carry out applicable requirements of 40 CFR Part 33 in the award and administration of contracts awarded under EPA financial assistance agreements. Failure by the contractor to carry out these requirements is a material breach of this contract which may result in the termination of this contract or other legally available remedies.

1.05 *USEPA Fair Share Percentage Clause*

A. The engineer agrees to take affirmative steps to assure that disadvantaged business enterprises are utilized when possible as sources of supplies, equipment, construction and services in accordance with the WPC Loan Program rules. As required by the award conditions of USEPA's Assistance Agreement with Illinois EPA, the engineer acknowledges that the fair share percentages are 5% for MBEs & 12% for WBEs.

This is **EXHIBIT K**, consisting of [ ] pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated [ ].

AMENDMENT TO OWNER-ENGINEER AGREEMENT
Amendment No. _____

The Effective Date of this Amendment is: ______.

Background Data

Effective Date of Owner-Engineer Agreement:

Owner:

Engineer:

Project:

Nature of Amendment: [Check those that are applicable and delete those that are inapplicable.]

_____ Additional Services to be performed by Engineer

_____ Modifications to services of Engineer

_____ Modifications to responsibilities of Owner

_____ Modifications of payment to Engineer

_____ Modifications to time(s) for rendering services

_____ Modifications to other terms and conditions of the Agreement

Description of Modifications:

Here describe the modifications, in as much specificity and detail as needed. Use an attachment if necessary.

Agreement Summary:

Original agreement amount:	$_____________
Net change for prior amendments:	$_____________
This amendment amount:	$_____________
Adjusted Agreement amount:	$_____________

Change in time for services (days or date, as applicable): ______

The foregoing Agreement Summary is for reference only and does not alter the terms of the Agreement, including those set forth in Exhibit C.

Owner and Engineer hereby agree to modify the above-referenced Agreement as set forth in this Amendment. All provisions of the Agreement not modified by this or previous Amendments remain in effect.

OWNER:		ENGINEER:	
By:		By:	
Print name:		Print name:	
Title:		Title:	
Date Signed:		Date Signed:	

Bloomington and Normal
Water
Reclamation
District

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BLOOMINGTON & NORMAL WATER RECLAMATION DISTRICT

NEW BUSINESS C

BOARD MEETING DATE: September 14, 2026

SUBJECT: Enter into an Engineering Services Agreement with Baxter & Woodman, Inc., for the West WWTP Liquid Process Phase 5B-5D Preliminary Design

PREPARED BY: Timothy L. Ervin, Executive Director

REVIEWED BY: Jake Callahan, Assistant Executive Director

STAFF RECOMMENDATION: Approval of an Engineering Services Agreement with Baxter & Woodman, Inc. for the West WWTP Liquid Process Phase 5B-5D Preliminary Design in the amount not to exceed $4,297,000 with the Executive Director authorized to sign necessary documents pending review by Corporate Council.

ATTACHMENT: Baxter & Woodman, Inc. Engineering Services Agreement

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BACKGROUND: The District's West Wastewater Treatment Plant (West WWTP) operates under National Pollutant Discharge Elimination System (NPDES) Permit No. IL0027731, which includes Special Condition #22 requiring compliance with a future effluent total phosphorus (TP) limit of 0.5 mg/L by 2035. The 2024 West WWTP Master Plan determined that the existing treatment processes cannot meet this future limit without significant infrastructure renovations and improvements.

To address these requirements, the District is advancing four major phases of infrastructure improvements. Phase 5 is the final and largest phase of the West WWTP liquid process conversion and will be completed through multiple subphases. Phase 5A, which includes primary clarifier improvements and electrical distribution work, is currently advancing through the design phase. The proposed Phase 5B-5D preliminary design will consolidate and establish the planning framework for the remaining liquid process improvements.

Baxter & Woodman, Inc. has completed several foundational planning documents for the West WWTP, including the Master Plan, Basis of Design, Hydraulic Study, Electrical Load List, and Process Flow Diagrams. These documents provide the technical foundation for the remaining Phase 5 design work. The remaining Phase 5 work includes Phase 5B, which covers the first half of the new biological treatment processes and chemical polishing; Phase 5C, which covers the second half of the new biological treatment processes; and Phase 5D, which includes tertiary filtration and UV disinfection.

A detailed phasing plan is needed because the Phase 5 improvements are complex, interrelated, and must be coordinated with ongoing plant operations. The plan will guide implementation by allowing new facilities to be constructed while existing treatment systems remain in service. It will also help preserve the District's ability to process flows during construction and align construction sequencing with available project funding.

The current planning-level construction cost estimate for Phase 5B-5D is approximately $259 million. Given the project's size, cost, and complexity, staff recommends advancing the preliminary design to the 30% milestone with Baxter & Woodman, Inc. This level of design will better define the project scope, phasing strategy, major design considerations, construction sequencing, and cost assumptions before the District proceeds to final design and construction.

Staff requests authorization to proceed with Baxter & Woodman, Inc. for the West WWTP Phase 5B-5D preliminary design at a cost not to exceed $4,297,000, with the Executive Director authorized to sign the necessary documents. The proposed fee represents approximately 1.6% of the current $259 million planning-level capital program estimate. This percentage is generally consistent with industry benchmarks for preliminary design on large, complex infrastructure projects and is appropriate for work needed to reduce scope, cost, phasing, and construction uncertainty before future project commitments are made.

Baxter & Woodman, Inc. will coordinate closely with Farnsworth Group, Inc., to maintain consistency between the Phase 5A and Phase 5B-5D design efforts. This coordination is important because treatment processes, electrical infrastructure, and facility interfaces extend across the work being completed by both firms. Staff plans to retain Farnsworth Group, Inc. under a separate task order to provide independent peer review during development of the Phase 5B-5D preliminary design.

The preliminary design effort will confirm the project scope and phasing approach, identify major risks and site constraints, establish a defensible construction cost estimate, and provide the technical basis needed to support future financing and construction decisions. Advancing the work to the 30% design milestone will help reduce technical, financial, and construction uncertainty before the District commits to final design and construction for a capital program currently estimated at approximately $259 million.

The 30% design package will include preliminary process layouts, process flow diagrams, process and instrumentation diagrams (P&IDs), electrical concepts, equipment selections, a preliminary engineer's opinion of probable construction cost, and a three-dimensional model of the proposed improvements. Together, these deliverables will give the District a clearer understanding of the proposed improvements, likely construction sequence, major cost drivers, and future implementation needs.

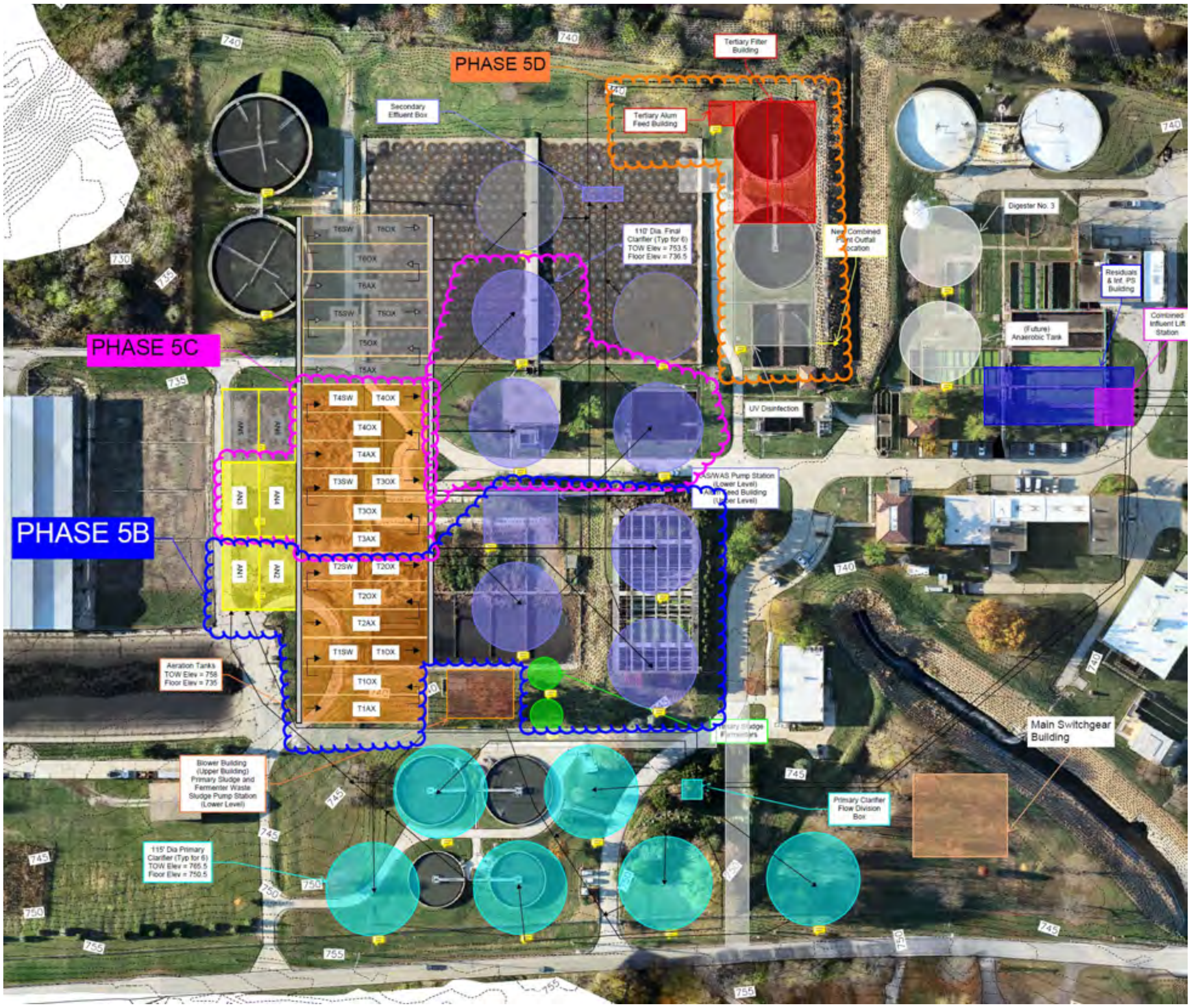

Figure 1-Project Location

STRATEGIC PLAN ALIGNMENT:

☒Goal I – Compliance & Reliability

☐Goal II – Workforce Excellence

☐Goal III – Public Trust

☒Goal IV – Financial Stability

☒Goal V – Capital Stewardship

Alignment Narrative: This project supports long-term compliance with NPDES Permit requirements for effluent total phosphorus while helping maintain reliable wastewater treatment operations. The preliminary design will define the project scope, phasing, cost estimates, and implementation strategy needed to guide prudent financial planning and responsible stewardship of the District's infrastructure investments.

BUDGET IMPACT: The District plans to seek Illinois EPA State Revolving Fund (SRF) financing for the preliminary design effort and future Phase 5 construction projects. Because SRF demand is increasing and future loan availability remains uncertain, the District's financial plan also identifies the WIFIA Program as a potential alternative funding source for later project phases.

BLOOMINGTON NORMAL WATER RECLAMATION DISTRICT, IL
WEST WWTP LIQUID TREATMENT PROCESS PHASE 5B THROUGH 5D – PRELIMINARY DESIGN

ENGINEERING SERVICES AGREEMENT

THIS ENGINEERING SERVICES AGREEMENT ("Agreement") effective as of ________________________,__________ ("Effective Date") between Bloomington Normal Water Reclamation District ("Owner") and Baxter and Woodman, Inc., an Illinois Corporation ("Engineer").

Owner's Project, of which the Engineer's services under this Agreement are a part, is generally identified in Exhibit A ("Project"), attached hereto and incorporated as though fully set forth herein;

Engineer has the capability and capacity to provide the necessary services to complete certain engineering services, as further set forth herein, necessary to complete the Project;

Owner desires to retain Engineer to provide the said services under the terms and conditions hereinafter set forth, and Engineer is willing to perform such services;

In consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Owner and Engineer (hereinafter, collectively, the "Parties", or each, individually, a "Party") agree that the recitals set forth above are a material part of this Agreement and further agree as follows:

1. **SERVICES OF ENGINEER.**

1.1 Engineer shall provide, or cause to be provided, if part of its scope, the services set forth herein and in Exhibit B (collectively, the "Services"), attached hereto and incorporated as though fully set forth herein.

2. **OWNER'S RESPONSIBILITIES.**

2.1 Owner shall provide the Engineer with all criteria and full information as to the Owner's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, and any budgetary limitations; and furnish copies of all design and construction standards which Owner will require to be included in the Drawings and Specifications, and furnish copies of Owner's standard forms, conditions, and related documents except as otherwise provided in Exhibit B for Engineer to include in the Bidding Documents, when applicable.

2.2 Owner shall furnish the Engineer all available information pertinent to the Project including reports and data relative to previous designs, existing conditions, or investigations at or adjacent to the Project Site.

2.3 Owner shall furnish or otherwise make available to the extent in Owner's possession and/or control, additional project related information and data as is reasonably required to enable Engineer to complete its Services.

2.4 Owner warrants that all known hazardous materials known to Owner on or beneath the site have been identified to the Engineer. The Engineer shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, unidentified or undisclosed hazardous materials. The Engineer shall not be required by the Owner to provide certifications that soils, including soil mixed with other clean construction or demolition debris, are or are not contaminated unless this service is set forth in Exhibit B.

2.5 Except as otherwise known to the Engineer, Owner agrees and acknowledges that the Engineer will rely, without liability, upon the accuracy and completeness of all information furnished by the Owner, including its consultants, contractors, specialty contractors, manufacturers, suppliers, and publishers of technical standards pursuant to this Agreement without independently verifying the information.

2.6 Owner agrees and acknowledges that, unless otherwise known to the contrary, the Engineer may reasonably rely on the express and implied representations made by contractors, manufacturers, suppliers, and installers of equipment, materials, and products required by the construction documents as being suitable fit for their intended purposes and compliant with the construction documents and applicable project requirements.

2.7 Owner shall arrange for safe access to and make all provisions for Engineer to enter upon Owner's property and assist in coordinating access to property owned by third parties as required for Engineer to perform Services under this Agreement.

3. **<u>SCHEDULE FOR RENDERING SERVICES.</u>**

3.1 Engineer is authorized to begin Services as of the Effective Date.

3.2 Engineer shall complete its obligations within a reasonable time. Specific periods of time for rendering Services, if any, or specific dates by which Services are to be completed, if any, are set forth in Exhibit B, and the Parties hereby agree such periods of time or specific dates are reasonable.

3.3 If Owner authorizes changes in the scope, extent, or character of the Project, then the time for completion of Engineer's Services, and the rates and amounts of Engineer's compensation shall be adjusted equitably.

3.4 If the Engineer is hindered, delayed or prevented from performing under the Agreement as a result of any act or neglect of the Owner (or those for whom the Owner is responsible) or force majeure, the time for completion of the Engineer's work shall be extended by the period of the resulting delay and the rates and amounts of Engineer's compensation shall be adjusted equitably. Force majeure includes, but is not limited to acts of God, wars, terrorism, strikes, labor walkouts, fires, natural disasters, or requirements of governmental agencies.

4. **<u>COMPENSATION, INVOICES AND PAYMENTS.</u>**

4.1 The Owner shall pay the Engineer for the Services performed or furnished under Exhibit B, Sections 1 through 3, based upon the Engineer's standard hourly billing rates for actual work time performed plus reimbursement of out-of-pocket expenses including travel, the total of which will not exceed **$4,297,000.00,** Engineer's Project No. 2600932.00. The Engineer may adjust the hourly billing rate and out-of-pocket expenses on or about January 1 of each subsequent year and will send the new schedule to the Owner upon request.

4.2 The Engineer may submit requests for periodic progress payments for Services rendered. Payments shall be due and owing by the Owner in accordance with the terms and provisions of the State of Illinois Local Government Prompt Payment Act (50 ILCS 505/1 *et seq.*) (the "Act"). If Owner fails to comply with the requirements as set forth in the Act, the Engineer may, after giving seven (7) days written notice to the Owner, suspend Services under this Agreement until the Engineer has been paid in full all amounts due for Services, expenses, and late payment charges as provided in the Act. For the avoidance of any doubt, the provisions set forth in the Act shall apply to Owner, regardless of whether Owner is an entity specifically identified in Section 2 of the Act.

4.3 The Owner may, at any time, by written order, make changes to the scope of Services, which changes shall not become effective unless and until Engineer issues its written acceptance of same. If such changes cause an increase or decrease in the Engineer's fee or time required for performance of any Services under this Agreement, an equitable adjustment shall be made and this Agreement shall be modified. No Service for which added compensation is to be charged will be provided without first obtaining written authorization from the Owner. The Parties further agree that if elements of the scope of Services are reduced or eliminated by the Owner, then the Owner agrees to waive, forgive, release, and hold harmless the Engineer from all claims, causes of action, and damages arising from those reduced and/or eliminated Services. The Engineer shall not be responsible for any changes made to the Project documents by the Owner, contractor, or others, without the Engineer's prior review and written approval.

5. **OPINION OF PROBABLE CONSTRUCTION COSTS**.

5.1 The Engineer's opinion of probable construction costs, if the provision of which is included in its scope of Services, represents its judgment as a professional engineer. The Owner acknowledges that the Engineer has no control over construction costs or contractor's methods of determining prices, or over competitive bidding, or market conditions. The Engineer cannot and does not warrant or guarantee that proposals, bids, or actual construction costs will not vary from the Engineer's opinion of probable cost. Engineer shall not be responsible for any cost variance.

6. **ENGINEER'S PERFORMANCE**.

6.1 The standard of care for all professional engineering and related services performed or furnished by the Engineer under this Agreement will be the same care and skill ordinarily used by members of Engineer's profession practicing under similar circumstances at the same time and in the same locality on similar projects. Except as otherwise provided herein, Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with Engineer's Services.

6.2 Engineer shall be responsible for the technical accuracy of its Services and its instruments of service resulting therefrom, and Owner shall not be responsible for discovering deficiencies, if any, in them. Engineer shall correct known deficiencies in its instruments of service without additional compensation except to the extent such action is directly attributable to deficiencies, errors or omissions in Owner-furnished information.

6.3 The Engineer will comply with applicable laws, regulations, and Owner-mandated standards as of this Agreement's Effective Date. Changes to these requirements after the Effective Date of this Agreement may be the basis for modifications to Owner's responsibilities or to Engineer's scope of Services, times of performance, or compensation, all of which shall be adjusted equitably as necessary.

6.4 Engineer may employ such sub-consultants as Engineer deems necessary to assist in the performance or furnishing of the Services, subject to reasonable, timely, and substantive written objections by the Owner.

6.5 Engineer shall not supervise, direct, control, or have charge or authority over any contractors' work, nor shall the Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, or the safety precautions and programs incident thereto, for security or safety at the site, nor for any failure of any contractor to comply with laws and regulations applicable to such contractor's furnishing and performing of its work.

6.6 Engineer neither guarantees the performance of any contractor nor assumes responsibility for any contractors' failure to furnish and perform the work in accordance with the contract documents, which contractors are solely responsible for their errors, omissions, and failure to carry out the work.

6.7 Engineer shall not provide or have any responsibility for surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction or surety bonding requirements.

6.8 Engineer is not acting as a municipal advisor as defined by the Dodd-Frank Act. Engineer shall not provide advice or have any responsibility for municipal financial products or securities.

6.9 Engineer shall not be responsible for the acts of omissions of any contractor, subcontractor, or supplier, or of any of their employees or any other person (except Engineer's own employees, and consultants), at the Project site or otherwise in the furnishing or performing of any work; or for any decision made regarding the contract documents, or any application, interpretation, or clarification, of the contract documents, other than those made by the Engineer.

6.10 Shop drawing and submittal review by Engineer shall apply only to the items in the submissions and only for the purpose of assessing, if upon installation or incorporation in the Project, they are generally consistent with the construction documents. Owner agrees that the contractor is solely responsible for the submissions (regardless of the format in which provided, i.e., hard copy or electronic transmission) and for compliance with the contract documents. Owner further agrees that the Engineer's review and action in relation to these submissions shall not constitute the provision of means, methods, techniques, sequencing or procedures of construction or extend to safety programs of precautions. Engineer's consideration of a component does not constitute Engineer's acceptance of the assembled item.

6.11 Engineer's site observation shall be at the times agreed upon in Exhibit B. Through standard, reasonable means, Engineer will become generally familiar with observable completed work. If Engineer observes completed work that is inconsistent with the construction documents, that information shall be communicated to the contractor and Owner to address.

7. **INSURANCE.**

7.1 For the duration of the Project, the Engineer shall procure and maintain the following insurance coverage and Certificates of Insurance will be provided the Owner upon written request. The insurance required shall provide coverage for not less than the following amounts, or greater where required by law:

(1) Workers' Compensation:	Statutory
(2) Employer's Liability	
a. Each Accident:	$1,000,000
b. Disease, Each Employee:	$1,000,000
c. Disease, Policy Limit:	$1,000,000
(3) Commercial General Liability	
a. Each Occurrence:	$1,000,000
b. General Aggregate:	$2,000,000
(4) Automobile Liability	
a. Combined Single Limit (Each Accident):	$1,000,000
(5) Excess Umbrella Liability	
a. Each Occurrence:	$15,000,000
b. Aggregate:	$15,000,000
(6) Professional Liability	
a. Per Claim:	$5,000,000
b. Aggregate:	$10,000,000

7.2 Notwithstanding any other provisions of this Agreement, and to the fullest extent permitted by law, the collective aggregate liability of the Engineer and its officers, directors, employees, or consultants, to anyone claiming by, through or under Owner for any claims, losses, costs, or damages arising out of, resulting from, of in any way related to the Project or the Agreement for any claim or cause of action, including but not limited to the negligence, professional errors or omissions, strict liability, breach of contract, indemnity, subrogation, or warranty (express or implied), hereafter referred to as the "Claims", shall not exceed the total remaining insurance proceeds available under the terms and conditions of Engineer's responding insurance policy.

7.3 The Owner shall be named as additional insured with respect to general liability, automobile liability and excess umbrella liability on said Certificates of Insurance with respect to the work covered by this Agreement. The Engineer's insurance shall be primary and non-contributory with any Owner insurance or self-insurance.

8. **INDEMNIFICATION AND MUTUAL WAIVER.**

8.1 To the fullest extent permitted by law, Engineer shall indemnify and hold harmless the Owner and its officers and employees from and against all Losses (including but not limited to, all fees and charges of engineers, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs, provided that such Losses are attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom, but only to the extent caused by the Engineer's negligent acts or omissions.

8.2 To the fullest extent permitted by law, Owner shall indemnify and hold harmless the Engineer and its officers, directors, employees, and consultants from and against all Losses (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to the Project, provided that any such Losses are attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom, but only to the extent arising out of or occurring in connection with the Owner's, or Owner's officers, directors, employees, consultants, or others retained by or under contract to the Owner, negligent acts or omissions, willful misconduct, or breach of this Agreement.

8.3 To the fullest extent permitted by law, Owner and Engineer waive against each other, and the other's employees, officers, directors, insurers, and consultants, any and all claims for or entitlement to special, incidental, indirect, exemplary, enhanced, punitive, or consequential damages, in each case regardless of whether such party was advised of the possibility of such losses or damages or such losses or damages were otherwise foreseeable, and notwithstanding the failure of any agreed or other remedy of its essential purpose.

8.4 In the event Losses or expenses are caused by the joint or concurrent fault of the Engineer and Owner, they shall be borne by each party in proportion to their respective fault, as determined by a mediator or court of competent jurisdiction.

8.5 The Owner acknowledges that the Engineer is a business corporation and not a professional service corporation, and further acknowledges, accepts, and agrees that the Engineer's officers, directors, and employees shall not be subject to any personal liability for services provided under this Agreement.

9. **TERM & TERMINATION.**

9.1 The term of this Agreement commences as of the Effective Date and, unless terminated earlier pursuant to any of the Agreement's express provisions, will continue in effect until the parties have performed their obligations under the Agreement's terms and conditions ("Term").

9.2 In addition to any other express termination right set forth elsewhere in this Agreement:

(1) Engineer may terminate this Agreement, effective on written notice to Owner, if: (i) Owner fails to pay any amount when due hereunder, and such failure continues more than ten (10)

calendar days after Engineer's delivery of written notice thereof; or (ii) there have been three (3) or more such payment failures in the preceding twelve (12) month period, regardless of whether any such failures were timely cured.

(2) Either party may terminate this Agreement effective on written notice to the other party if the other party materially breaches this Agreement through no fault of the terminating party, and such breach: (i) is incapable of cure; or (ii) being capable of cure, remains uncured thirty (30) calendar days after the non-breaching party provides the breaching party with written notice of such breach.

(3) Either party may terminate this Agreement, effective immediately, if the other party: (i) is dissolved or liquidated or takes any corporate action for such purpose; (ii) becomes insolvent or is generally unable to pay, or fails to pay, its debts as they become due; (iii) files or has filed against it a petition for voluntary or involuntary bankruptcy or otherwise becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law; (iv) makes or seeks to make a general assignment for the benefit of its creditors; or (v) applies for or has appointed a receiver, trustee, custodian, or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business .

9.3 If this Agreement is terminated by either party, the Engineer shall be paid for all Services performed through the effective date of termination, including reimbursable expenses. In the event of termination, the Owner will receive reproducible copies of Drawings, Specifications and other documents completed by the Engineer up to the effective date of termination.

10. **USE OF DOCUMENTS**.

10.1 All documents (data, calculations, reports, Drawings, Specifications, Record Drawings and other deliverables, whether in printed form or electronic media format, provided by Engineer to Owner pursuant to this Agreement) are instruments of service in respect to this Project, and the Engineer shall retain an ownership and property interest therein (including the copyright and right of reuse at the discretion of the Engineer) regardless of the Project's completion. Owner shall not rely in any way on any document unless it is in printed form, signed or sealed by the Engineer or one of its consultants.

10.2 Either party to this Agreement may rely on data or information set forth on paper (also known as hard copy) that the party receives from the other party by mail, hand delivery, or facsimile, are the items that the other party intended to send. Information in electronic format or text, data, graphics, or other types that are furnished by one party to the other are furnished only for convenience and not for reliance by the receiving party. The use of such electronic files will be at the user's sole risk. If there is a discrepancy between the electronic files and the hard copies, the hard copies will govern.

10.3 Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests and/or procedures within sixty (60) calendar days of receipt, after which the receiving party shall be deemed to have accepted the transferred data thus. Any transmittal errors detected within the sixty (60) day acceptance period will be corrected by the party delivering the electronic files.

10.4 When transferring documents in electronic media format, the transferring party makes no representations as to long-term compatibility, usability, or readability of such information resulting from the use of software application packages, operating systems, or computer hardware differing from those used by the creator.

10.5 The Engineer's document retention policy will be followed upon Project closeout. Executed copies of agreements, work orders, letters of understanding or proposals; design or other documents created by the Engineer or received from the Owner or a third party; plan review submittals from a third party and the Engineer's review of those submittals; and studies or reports prepared by the Engineer, will be kept for time periods set forth in the Engineer's document retention policy.

11. **SUCCESSORS, ASSIGNS AND BENEFICIARIES**.

11.1 Owner and Engineer are hereby bound, as are their respective successors, assigns, employees, and representatives to the other party to this Agreement with respect to all covenants, terms, promises, and obligations contained herein.

11.2 Neither the Owner nor Engineer may assign, sublet, or transfer any rights under or interest in (including, but without limitation, monies that are due or may become due) this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is required by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any obligation under this Agreement.

11.3 Unless expressly provided otherwise in this Agreement, nothing contained shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any Contractor, Subcontractor, Supplier, or other individual or entity, or to any surety for or employee of any of them. All duties and responsibilities undertaken to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.

12. **DISPUTE RESOLUTION**. Any dispute arising out of or relating to this Agreement, including the alleged breach, termination, validity, interpretation, and performance thereof ("Disputes") shall be resolved with the following procedures:

12.1 Upon written notice of any Dispute, the parties shall attempt to resolve it promptly by negotiation between executives who have authority to settle the Dispute and this process should be completed within thirty (30) calendar days (the "Negotiation") from the date of notice prior to invoking the procedures of paragraph 12.2 or other provisions of the Agreement, or exercising their rights under law.

12.2 If the dispute has not been resolved by Negotiation in accordance with Section 12.1, then the parties agree that they shall first submit any and all unsettled claims, counterclaims, disputes, and other matters in question between them arising out of or relating to this Agreement or the breach thereof ("Disputes") to mediation. Owner and Engineer agree to participate in the mediation process in good faith. The process shall be conducted on a confidential basis, and shall be completed within 120 calendar days of notice if the Dispute unless the parties mutually agree to a longer period. If such mediation is unsuccessful in resolving a Dispute, then the parties may seek to have the Dispute resolved by a court of competent jurisdiction.

13. **MISCELLANEOUS PROVISIONS.**

13.1 This Agreement is to be governed by the law of the state or jurisdiction in which the Project is located.

13.2 Any notice required under this Agreement will be in writing and addressed to the designated party at its address on the signature page. Notices sent in accordance with this Section will be deemed effectively given: (a) when received, if delivered by hand, with signed confirmation of receipt; (b) when received, if sent by a nationally recognized overnight courier, signature required; (c) when sent, if by facsimile or e-mail, (in each case, with confirmation of transmission), if sent during the addressee's normal business hours, and on the next business day, if sent after the addressee's normal business hours; and (d) on the third (3rd) day after the date mailed by certified or registered mail, return receipt requested, postage prepaid.

13.3 All express representations, waivers, indemnifications, and limitations of liability in this Agreement will survive its completion and/or termination.

13.4 Any provision or part of the Agreement held to be void or unenforceable under any laws or regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the Owner and Engineer, which agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that expresses the intention of the stricken provision.

13.5 No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any rights, remedy, power, or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

13.6 To the fullest extent permitted by law, all causes of action arising under this Agreement shall be deemed to have accrued, and all statutory periods of limitation shall commence, no later than the date of substantial completion, which is the point where the Project can be utilized for the purposes for which it was intended.

13.7 This Agreement, together with any other documents incorporated herein by reference, constitutes the entire agreement between Owner and Engineer and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to such subject matter. No amendment to or modification of this Agreement is effective unless it is in writing and signed by each party.

13.8 With the execution of this Agreement, Engineer and Owner shall designate specific individuals to act as Engineer's and Owner's representatives with respect to the services to be performed or furnished by Engineer and responsibilities of Owner under this Agreement. Such an individual shall have authority to transmit instructions, receive information, and render decisions relative to the Project on behalf of the respective party whom the individual represents.

13.9 This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement. A signed copy of the Agreement delivered by facsimile, e-mail, or other means of electronic transmission is deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

14. **ILLINOIS ENVIRONMENTAL PROTECTION AGENCY (IEPA) LOAN REQUIREMENTS**.

14.1 **Audit and Access to Records:**

(1) Books, records, documents and other evidence directly pertinent to performance of PWSLP/WPCLP loan work under this Agreement shall be maintained in accordance with generally accepted Accounting Principles. The Agency or any of its authorized representatives shall have access to the books, records, documents and other evidence for the purpose of inspection, audit and copying. Facilities shall be provided for access and inspection.

(2) Audits conducted pursuant to this provision shall be in accordance with auditing standards generally accepted in the United States of America.

(3) All information and reports resulting from access to records pursuant to the above shall be disclosed to the Agency. The auditing agency shall afford the engineer an opportunity for an audit exit conference and an opportunity to comment on the pertinent portions of the draft audit report.

(4) The final audit report shall include the written comments, if any, of the audited parties.

(5) Records shall be maintained and made available during performance of project services under this Agreement and for three years after the final loan closing. In addition, those records that related to any dispute pursuant to the loan Rules Section 365.650 or Section 662.650 (Disputes) or litigation or the settlement of claims arising out of project performance, or costs or items to which an audit exception has been taken, shall be maintained and made available for three years after the resolution of the appeal, litigation, claim or exception.

14.2 **Covenant Against Contingent Fees**: The Engineer warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bonafide employees. For breach or violation of this warranty, the loan recipient shall have the right to annul this Agreement without liability or in its discretion to deduct from the contract price or consideration or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

14.3 **Certification Regarding Debarment, Suspension and Other Responsibility Matters:** The Engineer certifies, to the best of its knowledge and belief, that it and the principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Are not presently indicted for otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in the paragraph (b) of this certification; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

14.4 **USEPA Non-Discrimination Clause:** The Engineer shall not discriminate on the basis of race, color, national origin or sex in the performance of this Contract. The Engineer shall carry out applicable requirements of 40 CFR Part 33 in the award and administration of contracts awarded under EPA financial assistance agreements. Failure by the Engineer to carry out these requirements is a material breach of this contract which may result in the termination of this contract or other legally available remedies.

14.5 **USEPA Fair Share Percentage Clause:** The Engineer agrees to take affirmative steps to assure that disadvantaged business enterprises are utilized when possible as sources of supplies, equipment, construction and services in accordance with the [WPC or PWS] Loan Program rules. As required by the award conditions of USEPA's Assistance Agreement with Illinoi EPA, the Engineer acknowledges that the fair share percentages are five (5%) percent for MBEs and twelve (12%) percent for WBEs.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

Engineer:

By: [redacted]

Title: Vice President

Date Signed: September 8, 2026

Address for giving notices:
8678 Ridgefield Road
Crystal Lake, IL 60014

Designated Representative:
Brent Perz, Vice President – Water Group

Phone Number: 815-444-4403
Email Address: bperz@baxterwoodman.com

Owner:

By:

Title:

Date Signed:

Address for giving notices:
2015 W. Oakland Avenue
Bloomington, IL 61702

Designated Representative:
Tim Ervin, Executive Director

Phone Number: 309-827-4396
Email Address: tervin@bnwrdil.gov

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Project Description:

The Project includes preliminary design engineering services for the new consolidated activated sludge, tertiary filtration, and UV disinfection processes at the West WWTP. The design includes: anaerobic tanks, aeration tanks, blower building, chemical phosphorus polishing, primary sludge fermentation, secondary clarifiers, a RAS/WAS pump station, tertiary filters, and UV disinfection. Coordination with Farnsworth Group, Inc.'s work on the Phase 5A project will be required.

Scope of Services

1. PROJECT COORDINATION AND DATA COLLECTION
   1.1. PROJECT MANAGEMENT
      A. Plan, schedule, and control the activities that must be performed to complete the project including budget, schedule, and scope.
      B. Coordinate with the District and project team to ensure the goals of the project are achieved. Weekly status meetings are anticipated on this project.
      C. Prepare and submit monthly invoices, and provide a monthly status report via email describing tasks completed the previous month and outlining goals for the subsequent month.

   1.2. PROJECT MEETINGS
      A. The following meetings are anticipated for this project:
         1. Meetings with the District
            a) Kickoff Meeting
            b) Six (6) Design Concepts Review Meetings
            c) Three (3) Controls and P&ID Meetings
            d) Preliminary (30%) Design Review Meeting
            e) Construction sequencing
            f) In addition to the above meetings, regular progress meetings as follow: bi-weekly touch base (30 minutes, virtual), monthly progress meetings (1-3 hours, in-person/hybrid)

   1.3. COLLECT EXISTING DATA
      A. Obtain, review, and evaluate the following information provided by the District for use in design:
         1. Operating Reports
         2. Laboratory Data
         3. Create lists of missing or conflicting data

   1.4. SITE VISITS FOR DESIGNERS
      A. Conduct site visits to familiarize the designer(s) with the sites, clarify any discrepancies on the Drawings.
      B. Visually examine existing treatment units and equipment as to their general condition and suitability for continued use or modification for reuse. Interview District operations and maintenance staff to obtain a history of maintenance activities and known equipment maintenance problems.

1.5. TOPOGRAPHIC SURVEY

A. Additional topographic survey of the west half of the WWTP to refine location and elevations of existing infrastructure.

1.6. GEOTECHNICAL INVESTIGATION

A. Complete soil borings to determine the geotechnical basis of design for the proposed structures.

1. The subconsultant fee to complete soil borings is included in the design fee.

2. PRELIMINARY DESIGN

2.1. BASIS OF DESIGN – Further develop the Basis of Design from Master Plan that takes into account the current conditions and potential future growth using standards and design criteria from the Illinois Recommended Standards for Sewage Works and considering forecasted regulations as agreed upon.

2.2. DESIGN CONCEPTS – Prepare design concepts for existing conditions and anticipated future conditions.

A. BioWin™ Process Modeling

1. Refine the BioWin™ model developed as part of the Master Plan to adequately account for maximum month loads and minimum winter temperatures to ensure the new biological process will be compliant and robust.

B. Biological (A_2O) process

1. Refine anaerobic, anoxic, and aerobic zone requirements based on additional BioWin™ modeling.
2. Design tanks including geometry, tank design, and operational flexibility
3. Evaluate mixing and aeration technologies for both unaerated and aerated zones. Mixing and aeration technologies evaluation will include:
   a) Top-down mixers
   b) Large bubble mixing (EnviroMix, or equal)
   c) Diffused air
4. Determine desired level of instrumentation for:
   a) Monitoring/process control of the anaerobic and anoxic zones
   b) Monitoring/process control of the oxic zones
   c) Monitoring/process control for nutrient removal (N & P)

C. Evaluate blower alternatives:

1. Develop conceptual level plans, capital costs, O&M costs and savings for two alternatives or technologies:
   a) Air-bearing turbo blowers (Neuros or equivalent)
   b) Magnetic-bearing turbo blowers (ABS Sulzer or equivalent)
2. Blowers are assumed to be installed in a new building separate from the Primary Sludge and Fermenter Waste Sludge Pump Station currently

being designed by Farnsworth Group, Inc. (FGI) in Phase 5A. Determine building footprint required for preferred blower technology.

3. Establish potential beneficial uses for lower level of blower building.

D. Primary Sludge Fermenters
1. Preliminary design for the primary sludge fermenters is being completed by FGI as part of the 5A improvements.
2. Baxter & Woodman to review and coordinate necessary piping interconnections between primary sludge fermenters and anaerobic tanks.

E. Secondary Clarifiers
1. Determine secondary clarifier requirements including flow splitting and secondary effluent junction chamber(s).
2. Size and select secondary clarifier tanks.

F. RAS/WAS Pump Station and Alum Feed Building
1. Determine building footprint required for RAS/WAS Pump Station and Alum Feed Building.
2. Determine building footprint required for RAS hydrocyclone based on pilot testing results.
3. Determine alum storage requirements for full-chemical backup to the biological process.
4. Determine chemical pumping requirements to comply with future effluent total phosphorus limit.
5. Determine return activated sludge and waste activated sludge pumping requirements. Size and select sludge pumps.

G. Tertiary Filtration
1. Evaluate a maximum of three technologies for tertiary filtration.
2. Size and select filtration equipment.
3. Determine building footprint required for the preferred tertiary filtration equipment.
4. Size and select tertiary chemical phosphorus polishing system.

H. UV Disinfection
1. Evaluate a maximum of two technologies for UV disinfection.
2. Size and select UV disinfection equipment.
3. Establish layout for a prefabricated metal canopy over the UV channels.
4. Determine building footprint for UV electrical equipment.

2.3. PRELIMINARY DESIGN DOCUMENTS/PROCESS DESIGN CONSIDERATIONS

A. Utilize base sheets of natural and man-made features from topographic survey data gathered under previous, recent projects.

B. Indicate the location of all utilities that can be obtained from the best available records, including utility company atlases.

C. Prepare preliminary plan sheets (30%) that indicate the existing conditions for demolition and proposed layout of design elements.
D. Create lists of deficient items for clarification at future site visits.
E. General drawings, including a process flow diagram.
F. Electrical site plan and power distribution diagram (480V, only):
   1. Design of medium voltage distribution up to and including medium voltage transformers is assumed to be the responsibility of FGI
G. Process and Instrumentation Drawings (P&IDs).
H. Preliminary equipment load list (for coordination with FGI).
I. SCADA Network Diagram.
J. Mechanical drawings for buildings and treatment structures including the following:
   1. Anaerobic Tanks
   2. Aeration Tanks
   3. Aeration Blowers
      a) Aeration blowers are intended to be installed in a new building separate from the Blower Building and Primary Sludge and Fermenter Waste Sludge Pump station to be designed by FGI in Phase 5A
   4. Secondary Clarifiers
   5. RAS/WAS Pump Station and Alum Feed Building
   6. Tertiary Filters
   7. UV Disinfection

2.4. PRELIMINARY ENGINEER'S OPINION OF PROBABLE COST

A. Prepare engineers' opinion of probable construction cost with contingency per AACE International Recommended Practice No 18R-97. Estimate class and contingency will be determined by the "Maturity Level of Project Definition" for each estimate prepared. The opinion of probable cost will also include design and construction engineering services.
B. On the basis of information furnished by the District, allowances for legal services, financial consultants, and any administrative services or other costs necessary for completion of the Project.

2.5. PEER AND CONSTRUCTABILITY REVIEWS

A. Conduct engineering QA/QC peer reviews of drawings
B. Conduct constructability review of drawings
C. Make revisions to Drawings and Specifications based on comments from both engineering and construction reviews.
D. Conduct engineering QA/QC peer review of Phase 5A drawings prepared by FGI to confirm coordination between Phase 5A and Phases 5B through 5D.

2.6. DELIVERABLES

A. Full sized preliminary plan sheets – Three (3) copies

B. Preliminary Engineer's Opinion of Probable Costs

C. Digital copy of plan sheets and EOPC

D. AutoDesk Viewer 3D Model link

3. POINTS OF COORDINATION WITH FGI

3.1. Electrical Distribution

A. FGI responsible for design of medium voltage distribution from Main Switchgear Building to structures and buildings designed by Baxter & Woodman up to and including medium voltage transformers.

B. Baxter & Woodman is responsible for design of low-voltage distribution from medium voltage transformers to process loads.

3.2. Primary Effluent Flow Division Box

A. FGI responsible for design of primary effluent flow division box to allow new primary clarifiers to flow to existing two-stage attached growth treatment and to new activated sludge process.

B. Baxter & Woodman and FGI to coordinate on structure layout and piping connections as it relates to the proposed activated sludge process.

Task		**Date Complete**
Notice to Proceed with Design	Monday	9/14/26
Kick Off Meeting with the Owner	Wednesday	9/30/26
Submit Meeting Minutes & Begin Work on Design	Thursday	10/8/26
Design Concepts Meeting #1	Monday	12/7/26
Equipment Site Visits	Wednesday	1/6/27
Design Concepts Meeting #2	Monday	2/22/27
Controls Meeting #1	Monday	4/8/27
Design Concepts Meeting #3	Monday	5/24/27
Controls Meeting #2	Monday	7/8/27
Design Concepts Meeting #4	Monday	8/23/27
Design Concepts Meeting #5	Monday	10/7/27
Controls Meeting #3	Monday	11/22/27
Design Concepts Meeting #6	Monday	1/6/28
Submit 30% Plans	Monday	3/6/28
QA/QC 30% Plans	Monday	3/27/28
30% Design Review Meeting	Monday	4/10/28

Deliverable (by hr)		TOTAL
1.0 - PROJECT COORDINATION AND DATA COLLECTION	**2,874**	
1.1 - Project Management		**1,326**
1.2 - Project Meetings		**889**
1.3 - Existing Data Collection		**163**
1.4 - Site Visits for Designers		**216**
1.5 - Topographic Survey		**280**
2.0 - PRELIMINARY DESIGN	**17,940**	
2.1 - Design Concepts		**3,448**
2.2 - 2.7 - Preliminary Design Documents		**12,038**
2.8 - Preliminary Engineer's Opinion of Probable Cost & Schedule		**1,140**
2.9 -QA/QC_Peer Review		**1,314**
TOTAL		**20,814**