CITY OF BLOOMINGTON CITY COUNCIL - REGULAR SESSION MEETING AUGUST 22, 2022

COMPONENTS OF THE COUNCIL AGENDA

RECOGNITION AND PROCLAMATION

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

PUBLIC COMMENT

Each regular City Council meeting shall have a public comment period not to exceed 30 minutes. Every speaker is entitled to speak for up to 3 minutes. To be considered for public comment, please complete a public comment card at least 5 minutes prior to the start of the meeting. The Mayor will randomly draw from the cards submitted. Public comment is a time to give comment. It is not a question and answer period and the City Council does not respond to public comments. Speakers who engage in threatening or disorderly behavior will have their time ceased.

CONSENT AGENDA

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

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

PUBLIC HEARING

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

REGULAR AGENDA

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

MAYOR AND COUNCIL MEMBERS

Mayor - Mboka Mwilambwe

City Council Members

Ward 1 - Grant Walch
Ward 2 - Donna Boelen
Ward 3 - Sheila Montney
Ward 4 - Julie Emig
Ward 5 - Nick Becker
Ward 6 - De Urban
Ward 7 - Mollie Ward
Ward 8 - Jeff Crabill
Ward 9 - Tom Crumpler

City Manager - Tim Gleason
Deputy City Manager - Billy Tyus

CITY LOGO DESIGN RATIONALE

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

MISSION, VISION, AND VALUE STATEMENT

MISSION
To Lead, Serve and Uplift the City of Bloomington

VISION
A Jewel of the Midwest Cities

VALUES
Service-Centered,
Results-Driven,
Inclusive

STRATEGIC PLAN GOALS

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

CITY COUNCIL - REGULAR SESSION MEETING AGENDA
GOVERNMENT CENTER CHAMBERS, 4TH FLOOR, ROOM #400
115 E. WASHINGTON STREET, BLOOMINGTON, IL 61701
MONDAY, AUGUST 22, 2022, 6:00 PM

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

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

6. **Recognition/Appointments**

   A. Proclamation for Free and Charitable Clinic Month, as requested by the Administration Department. *(Recommended Motion: None; recognition only.)*

7. **Consent Agenda**

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

   A. Consideration and action to approve the Minutes of the July 25, 2022 Regular City Council Meeting, as requested by the City Clerk Department. *(Recommended Motion: The proposed Minutes be approved.)*

   B. Consideration and action to approve Bills and Payroll in the amount of $8,768,967.37, as requested by the Finance Department. *(Recommended Motion: The proposed Bills and Payroll be approved.)*

   C. Consideration and action to approve a Reappointment to Boards & Commissions, as requested by the Administration Department. *(Recommended Motion: The proposed Reappointment be approved.)*

   D. Consideration and action to approve an Agreement with Cargill, Inc., for Rock Salt (Bid #2023-02), in the amount of $87.34 per ton, as requested by the Public Works Department. *(Recommended Motion: The proposed Agreement be approved.)*

   E. Consideration and action to approve an Agreement with Baxter and Woodman, Inc., for professional engineering services for the FY23 Hydraulic Modeling Project,

in the amount not to exceed $298,116, as requested by the Public Works Department. *(Recommended Motion: The proposed Agreement be approved.)*

F. Consideration and action to approve the First Amendment to Economic Incentive Agreement by and between the City of Bloomington, Illinois and Toastman Group II, Inc., as requested by the Economic & Community Development Department. *(Recommended Motion: The proposed Amendment be approved.)*

G. Consideration and action to approve a Contract with Wilcox Electric & Service, Inc. in the amount of $153,235 for replacing the City Hall Generator (Bid #2023-04), as requested by the Facilities Department. *(Recommended Motion: The proposed Contract be approved.)*

H. Consideration and action on an Ordinance Designating as a Local Landmark, and Approving a Zoning Map Amendment to add the S-4 (Historic Preservation District) Zoning Overlay, for the Property Located at 1001 N. Evans Street, as requested by the Economic & Community Development Department. *(Recommended Motion: The proposed Ordinance be approved.)*

I. Consideration and action on an Ordinance Approving a Legislative Site Plan to Allow a Retail Sales Use (General) with a Drive-Through in the B-1 (General Commercial) District for the Property Located at 1508-1510 N. Main Street, as requested by the Economic & Community Development Department. *(Recommended Motion: The proposed Ordinance be approved.)*

8. Regular Agenda

A. Consideration and action to approve the AFSCME Local 699 Contract, as requested by the Human Resources Department. *(Recommended Motion: The proposed Contract be approved.) (Presentation by Tim Gleason, City Manager, 5 minutes; and City Council Discussion, 5 minutes.)*

B. Consideration and action on 1) an Ordinance Amending the Budget Ordinance for the Fiscal Year Ending April 30,2023, to reallocate budgeted ARPA Funds, decreasing the General Fund budgeted revenue and expense by $750,000 and increasing the Capital Improvement Fund revenue and expense budget by the same $750,000, and 2) a Resolution Approving an Agreement with Crawford, Murphy, & Tilly, Inc. for a Downtown Streetscape Project and Concept Design, as requested by the Public Works Department. *(Recommended Motion: The proposed Ordinance and Resolution be approved.) (Presentation by Craig Shonkwiler, City Engineer; Chris Stritzel & Mike Sewell, Crawford, Murphy & Tilly; Kent Massie, Massie Massie & Associates; and Patrick Hoban, Bloomington-Normal Economic Development Council, 10 minutes; and City Council Discussion, 30 Minutes.)*

9. Finance Director's Report

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

10. City Manager's Discussion

11. Mayor's Discussion

12. Council Member's Discussion

13. **Executive Session**
14. **Adjournment**

RECOGNITION/APPOINTMENTS ITEM NO. 6.A

FOR COUNCIL: August 22, 2022

WARD IMPACTED: City-Wide Impact

SUBJECT: Proclamation for Free and Charitable Clinic Month, as requested by the Administration Department.

RECOMMENDED MOTION: None; recognition only.

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

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

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

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: N/A

AMERICAN RESCUE PLAN FUNDING IMPACT: N/A

COMMUNITY DEVELOPMENT IMPACT: This request meets the following goals and objectives of the Bloomington Comprehensive Plan 2035: N/A

Respectfully submitted for consideration.

Prepared by: Amy Overton, Executive Assistant

ATTACHMENTS:
ADM 1B Proclamation Free and Charitable Clinic Month

CITY OF Bloomington ILLINOIS

Mayoral Proclamation
Free and Charitable Clinic Month, August 2022

WHEREAS, The Illinois Association of Free & Charitable Clinics improves access to quality health care for 100,000 low-income individuals who are uninsured or underinsured by strengthening free and charitable clinics, fostering partnerships, educating the public, and advocating for health policy; and

WHEREAS, according to the U.S. Census Bureau, in 2021, the number of Illinois residents with health insurance declined, and health care for 800,000 residents in Illinois is imminently needed; and

WHEREAS, free and charitable clinics have a mission to serve the uninsured and underinsured by providing a range of health care services, including medical, dental, pharmaceutical, and mental and behavioral health; and

WHEREAS, free and charitable clinics provide community health resources that include COVID tests and vaccines as well as health education and services on a wide range of topics, including diabetes hypertension, diet, exercise, home health, and medicine administration; and

WHEREAS, The Illinois Association of Free & Charitable Clinics operates over 52 free and charitable clinics across Illinois that are in both rural and urban areas of the State. Health care professionals have provided more than 580,000 thousand volunteer hours of medical care, administered over 15,000 COVID-19 vaccines, cared for over 42,000 patients in the clinics, and reached over 60,000 in community outreach and engagement; and

WHEREAS, free and charitable clinics in Illinois are truly an invaluable resource for Illinois residents who are without insurance or are underinsured and provide access to life-saving medical care that would otherwise be unavailable or more costly.

NOW, THEREFORE, I, Mboka Mwilambwe, Mayor of the City of Bloomington, Illinois, do hereby proclaim the month of August 2022 as **Free and Charitable Clinic Month** and express our gratitude for the important work the free and charitable clinics, volunteer doctors, nurses, and other health care professionals do for the community.

Mboka Mwilambwe
Mayor

Leslie Yocum
City Clerk

CONSENT AGENDA ITEM NO. 7.A

FOR COUNCIL: August 22, 2022

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and action to approve the Minutes of the July 25, 2022 Regular City Council Meeting, as requested by the City Clerk Department.

RECOMMENDED MOTION: The proposed Minutes be approved.

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

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

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

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: N/A

COMMUNITY DEVELOPMENT IMPACT: This request meets the following goals and objectives of the Bloomington Comprehensive Plan 2035: N/A

Respectfully submitted for consideration.

Prepared by: Amanda Stutsman, Deputy City Clerk

ATTACHMENTS:
CLK 1B DRAFT 07-25-2022 City Council Minutes - Regular Session

MINUTES
CITY COUNCIL - REGULAR SESSION
MONDAY, JULY 25, 2022, 6:00 P.M.

The City Council convened in regular session in the Government Center Chambers at 6:00 p.m., Monday, July 25, 2022. Mayor Mboka Mwilambwe called the meeting to order and led the Pledge of Allegiance ending with a moment of silent prayer/reflection.

Roll Call

Attendee Name	Title	Status
Mboka Mwilambwe	Mayor	Present
Grant Walch	Council Member, Ward 1	Present
Donna Boelen	Council Member, Ward 2	Present
Sheila Montney	Council Member, Ward 3	Present
Nick Becker	Council Member, Ward 4	Present
Julie Emig	Council Member, Ward 5	Present
De Urban	Council Member, Ward 6	Present
Mollie Ward	Council Member, Ward 7	Present
Jeff Crabill	Council Member, Ward 8	Present
Tom Crumpler	Council Member, Ward 9	Present

Public Comment

Mayor Mwilambwe read a statement of procedure for public comment. Erica Larkin had emailed public comment. Marty Seigle, Scott Stimeling, and Gary Lambert spoke in person.

Recognition/Appointments

Item 6.A. Recognition of Boards & Commissions Appointments, as requested by the Administration Department.

Leslie Yocum, City Clerk, recognized the following Board and Commission appointments: (1) Jennifer Aurora, (2) Deborah Johnson, and (3) Margaret Kraft, Citizens' Beautification Committee; (4) Kimberly Howard, Public Safety, and Community Relations Board (Youth Member); (5) Terry Berk, Transportation Commission; and (6) Zachary Zwaga, Zoning Board of Appeals.

Consent Agenda

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

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

Item 7.A. Consideration and action to approve the Minutes of the April 18, 2022 Committee of the Whole Meeting, as requested by the City Clerk Department. *(Recommended Motion: The proposed Minutes be approved.)*

Item 7.B. Consideration and action to approve Bills and Payroll in the amount of $8,348,418.90, as requested by the Finance Department. *(Recommended Motion: The proposed Bills and Payroll be approved.)*

Item 7.C. Consideration and action 1) on an Ordinance Amending the Budget Ordinance for the Fiscal Year ending April 30, 2023, in the amount of $84,200, increasing the General Fund Transfers Out to the Abraham Lincoln Parking Deck Fund by $42,100 & increasing the Abraham Lincoln Parking Deck Fund budget by $42,100, and 2) to approve a Contract with Golf Construction in the amount of $642,100 for repairs to the Lincoln Parking Garages (Bid #2023-01), as requested by the Facilities Department. *(Recommended Motion: The proposed Ordinance and Contract be approved.)*

Item 7.D. Consideration and action on an Ordinance Authorizing the Liquor Commissioner to Approve the Rescheduling of Two Special Events in Downtown Bloomington, as requested by the Legal Department, and the Economic & Community Development Department. *(Recommended Motion: The proposed Ordinance be approved.)*

Item 7.E. Consideration and action to approve a Lake Bloomington Lot Lease, Supplemental Agreement, and Petition for Lot 6 in Block 4 in Camp Kickapoo, with the petitioner, Michael A. Mavec & Stacy Michele Mavec, Trustee of the Michael Mavec Trust & Stacy Mavec Trust, as requested by the Public Works Department. *(Recommended Motion: The proposed Lot Lease, Supplemental Agreement, and Petition be approved.)*

Item 7.F. Consideration and action to approve a Lake Bloomington Lot Lease, Supplemental Agreement, and Petition for Lot 13 in Block 3 in Camp Kickapoo, with the petitioners, Thomas and Susan DeWeert, as requested by the Public Works Department. *(Recommended Motion: The proposed Lot Lease, Supplemental Agreement, and Petition be approved.)*

Mayor Mwilambwe directed the Clerk to call roll:

AYES: Walch, Boelen, Montney, Emig, Becker, Urban, Ward, Crabill, Crumpler

Motion carried.

Public Hearing

The following was presented:

Item 8.A. Public Hearing for the Program Year 2021 Community Development Block Grant (CDBG) Consolidated Annual Performance Evaluation Report (CAPER), as requested by the Economic & Community Development Department.

Mayor Mwilambwe opened the Public Hearing at 6:13 p.m.

City Manager, Tim Gleason, introduced the Item and asked Michael Sinnet, Community Enhancement Division Manager, to address Council. Mr. Sinnet provided a presentation on the draft Consolidated Annual Performance and Evaluation Report ("CAPER") for Program Year 1 (May 1, 2021, to April 30, 2022) of the Community Development Block Grant ("CDBG"). He explained that the CAPER provided a snapshot of the City's performance in achieving the goals laid out in the City's 2020 to 2024 Consolidated Plan.

He listed the year's accomplishments, which included the rehabilitation of 13 single-family owner-occupied units; boiler replacements that served 21 Bloomington Housing Authority multi-family housing units; construction of accessibility ramps for 3 single-family housing units; demolition of one deteriorated structure; funding of 6 public service projects;

completion of 2 public facility improvements; and replacement and repair of a portion of West Corridor sidewalks. He added that a total of $461,135.89 was spent with an additional $117,487.32 to be spent on the remaining activities. Mr. Sinnet then provided expenditures by activity category to date and noted that challenges related to the COVID-19 pandemic continued, such as supply chain issues and limited contractor availability. He then provided an overview of the opportunities the public had to provide input on the CAPER and concluded with where the CAPER was available for viewing.

Leslie Yocum, City Clerk, stated that no registrations to speak had been received.

Council Member Ward and Mr. Sinnet discussed the total number of structures listed for demolition. She then asked why all 3 were not completed in the past year. Mr. Sinnet explained the challenges staff experienced in finding a contractor, as well as lengthy review and approval processes. They then discussed supply chain issues.

Council Member Crabill confirmed the program's run dates and asked if additional expenditures were anticipated beyond the $117,000. Mr. Sinnet stated that a small percentage from the previous program year would be carried over to get projects started in the new year. Council Member Crabill then asked what was allocated for the Section 3 Job Training program. Mr. Sinnet confirmed that $10,000 had been allocated with priority given to Bloomington Housing Authority residents.

Council Member Crumpler asked for additional detail on the shortage of contractors. Mr. Sinnet stated that local contractors were very busy and, because of hoops required in this City program, could be paid faster when completing other projects. He mentioned that he had been with the City for 10 months and was working hard to build working relationships with local contractors, as well as address misconceptions that some had on prevailing wage, and market the programs better.

Council Member Emig and Mr. Sinnet discussed needs that Mr. Sinnet had identified in the community including the general upkeep of homes, investing funds in the community to continue raising expectations, and showing that Bloomington is a great place to live.

Council Member Walch suggested that the City partner with contractors to do job training as part of the Section 3 Job Training program. Mr. Sinnet agreed with the idea and clarified that there was not a shortage of contractors in the area, but a shortage of contractors partnering with the City. He emphasized his working to build relationships and that staff would continue to think outside of the box in how to spend the funds in a timely fashion.

Council Member Boelen and Mr. Sinnet talked about collaboration efforts. Mr. Sinnet discussed staff goals to integrate into the community more in an effort to better understand where/how to invest funds.

Council Member Ward asked about spending limitations. Mr. Sinnet stated that Housing and Urban Development ("HUD") and CDBG funds spending had to meet national objectives, and that residents who applied for funds had to also meet specific criteria. He went on to explain that similar to him, his Grant Division staff were also new and had been busy addressing past issues, creating new policies and procedures, and searching out ways to move the Program forward all while dealing with supply challenges. She suggested residents whose basements had flooded last year with sewage and rainwater be aided with the extra grant funds. He expressed appreciation for the suggestion and stated that, unfortunately, grant funds could not be allocated solely based on need as the City had to meet national objective requirements. He reminded Council of the Overhead Sewer Program and that a rehabilitation specialist was

still working closely with residents on those projects. They then discussed where the community could locate information on the national objectives and qualification requirements.

Mayor Mwilambwe closed the Public Hearing at 6:35 p.m.

Regular Agenda

The following was presented:

Item 9.A. Consideration and action to approve a Contract with AFSCME Local 699 who represent workers at the Bloomington Public Library, as requested by the Bloomington Public Library.

City Manager Gleason introduced Jeanne Hamilton, Bloomington Public Library Director, and pointed out the great relationships the City has with union-represented employees. Mrs. Hamilton stated that the three-year agreement had been ratified by the Library Workers Union and approved by the Library Board. She stated that the agreement set groundwork for future expanded post remodel hours of operation and reflected market adjustments for employees close to minimum wage, as well as difficult to fill positions. She listed each benefit change and noted how they would improve employee health. Mrs. Hamilton concluded by discussing plans for strategic vacancies to offset unbudgeted increases, and hoped future Equalized Assessed Value ("EAV") increases would absorb the increases for future years of the contract.

Council Member Crabill made a motion, seconded by Council Member Emig, to approve the Agreement as presented.

Council Member Boelen and Mrs. Hamilton discussed the differences between sick leave buyback and vacation carryover, and how vacation carryover would be updated. Mrs. Hamilton clarified that sick leave buyback had been addressed years ago.

Mayor Mwilambwe directed the Clerk to call roll:

AYES: Walch, Boelen, Montney, Emig, Becker, Urban, Ward, Crabill, Crumpler

Motion carried.

The following was presented:

Item 8.B. Consideration and action on a Resolution Establishing a Framework for the Use and Expenditure of American Rescue Plan Funds for the City of Bloomington, as requested by the Administration Department.

City Manager Gleason stated that the City had received the entire $13.4 million in American Rescue Plan Act (ARPA) funds from the Federal Government. He reminded the community that a presentation was given at the May 2022 Committee of the Whole meeting on how the funds should and should not be spent. He explained that based on community input received and discussions with Council Members, staff had prepared a single Resolution with three broad categories on how funds should be spent. Those categories being (1) socioeconomic; (2) economic development; and (3) infrastructure. He explained that any project proposed to be funded with ARPA funds would be required to appear before Council and that Council, and the community, shared a strong opinion that infrastructure should be funded the most. He went on to explain that the proposed Resolution allocated $9 million (70%) in ARPA funds for infrastructure and that the other two categories would split the

remaining $4.4 million evenly. He provided an update on ARPA funds already spent and/or obligated.

Council Member Boelen made a motion, seconded by Council Member Emig, to approve the Resolution as presented.

Council Member Becker asked if the pre-budgeted infrastructure funds would be used in addition to the added ARPA funds. City Manager Gleason confirmed. Council Member Becker expressed interest in allocating ARPA funds outside of the three categories. City Manager Gleason described a template where applications could be made under the socioeconomic and economic development categories allowing flexibility. He noted the applications would not need Council's approval, but that the final template would be presented to Council.

Council Member Walch agreed with Council Member Becker's comments. He expressed interest in amending the Item to include language that automatically shifted unspent funds to a specified category, as well as the addition of set guidelines on qualification criteria for the socioeconomic and economic development categories. He further suggested language be added to waive local preference.

Council Member Montney asked about a stop date, and about unused ARPA funds being allocated to sewer infrastructure.

Council Member Crabill disagreed with allocating all unused ARPA funds to infrastructure. He and the City Manager discussed the additional $2 million in ARPA funds being spent on infrastructure. Council Member Crabill supported the use of ARPA funds through various socioeconomic organizations and programs. He reminded Council of the food desert in West Bloomington and in Ward 2, mentioning that ARPA funds could address the problem.

Council Member Ward requested information on how the City planned to market the available funds. She expressed concern with a stop date on specific categories, as well as residents lacking knowledge about the funds available.

Council Member Boelen made a motion, seconded by Council Member Urban, to extend Council discussion time by 10 minutes.

Mayor Mwilambwe directed the Clerk to call roll:

AYES: Walch, Boelen, Montney, Emig, Becker, Urban, Ward, Crabill, Crumpler

Motion carried.

Council Member Crumpler supported new development opportunities on the Westside.

Council Member Boelen supported the current motion. She reminded Council that funds needed to be obligated by 2024 and suggested an annual report to address Council concerns.

Council Member Emig wanted to spend intentionally and did not support a stop date.

Council Member Walch and City Manager Gleason discussed funds needing to be obligated in full by 2024.

City Manager Gleason proposed that staff pull together a way to track and report to Council the total expended funds by category. He confirmed that an annual report would be presented.

Mayor Mwilambwe directed the Clerk to call roll:

AYES: Walch, Boelen, Montney, Emig, Becker, Urban, Ward, Crabill, Crumpler

Motion carried.

The following was presented:

Item 9.C. Consideration and action on an Ordinance Amending Chapter 2, Section 13, Setting the Boundaries of the City's Nine Wards, as requested by the City Clerk Department, and the Administration Department.

City Manager Gleason introduced the Item and provided a brief overview of the process to date. He reported that in addition to staff's Proposed Ward Redistricting Plan 2 and 3, Council had requested an additional map, which staff titled Plan 5. He then recognized multiple staff for their work on the project.

City Clerk, Leslie Yocum, addressed Council. She reminded Council of the three factors that were to be considered when determining a new Ward map: (1) compactness; (2) contiguousness; and (3) population deviation. *(Proposed Redistricting Plans 1-4 were presented and discussed at the July 18, 2022 Committee of the Whole meeting.)* She then presented Plans 2 and 3, highlighting the key changes. She then presented Plan 5 as a combination of Plans 2 and 3. She then presented various map overlays of the three Plans highlighting differences clearly.

Council Member Boelen commended the process.

Council Member Becker made a motion, seconded by Council Member Boelen, that the proposed Ordinance with Exhibit A shown as Plan 2 be approved.

Council Member Crabill wished the process had received more public input. He preferred Plan 1 and discussed why he did not support Plan 2. He stressed why he believed three Council Members best represented Downtown, as well as why Plan 2 did not adequately support West Bloomington.

Council Member Ward believed that Plan 5 was the best option and did not support Plan 2 for similar reasons as Council Member Crabill.

Council Member Crumpler commended staff on their work. He supported Plan 2 and believed Westside residents did as well.

Council Member Emig explained considered arguments from communities of interest, such as the old Westside neighborhoods, and that she supported Plan 1, but believed Plan 5 was the best compromise.

Council Member Boelen discussed voting precinct's locations and effects on the proposed wards.

Mayor Mwilambwe directed the Clerk to call roll:

AYES: Walch, Boelen, Montney, Becker, Urban, Crumpler

NAYES: Emig, Ward, Crabill

Motion carried.

Finance Director's Report

Financial Director, Scott Rathbun, presented the final report for Fiscal Year ("FY") 2022. He highlighted a major tax revenue change of $81,000, as well as other changes since the presentation given by Chris Tomerlin, Budget Manager, in June. He covered FY22 general fund revenues and expenditures, highlighted key factors, noted no material changes to

expenditures, and summarized FY22. He then presented a preview of each of the major tax revenues for FY23 to date and recognized the City's Finance Department for receiving a Certificate of Recognition for Budget preparation from The Government Finance Officers Association of the United States and Canada. He reminded the community that the presentation was available on the City's website.

Council Member Crabill and Mr. Rathbun discussed FY22 expenditures for salaries which had gone over budget due to strategic hires, specifically in the Information Technology Department. Council Member Crabill asked if the reports were based on departments being fully staffed and commented that the City was typically under budget for salaries due to staff shortages. Mr. Rathbun stated that budgets were based on departments' fully targeted staff goals and noted other offsets.

City Manager's Discussion

City Manager Gleason discussed upcoming Downtown events and reported that Bloomington had made the Top 100 list for livability in the United States.

Mayor's Discussion

Mayor Mwilambwe celebrated the high attendance at recent Downtown Farmer's Markets and concerts. He then recognized and thanked Mayor Pro Tem Boelen, staff, and Council for filling in for him while he was away.

Council Member's Discussion

Council Member Becker discussed the Criminal Justice Council (CJC), and their goal to reduce crime, as well as various data the CJC had received from the Stevenson Center at Illinois State University.

Council Member Montney recommended moving Lake Lot Lease transfers to an internal approval process where only extraordinary lease terms would require Council action.

Council Member Urban recognized the West Bloomington Revitalization Project for hosting West Fest.

Council Member Ward acknowledged the upcoming 32nd anniversary of the Americans with Disabilities Act. She requested that, within the next month, an update on the City's ADA transition plan be presented.

Council Member Crabill acknowledged the Bloomington Cultural Fest held on July 30th.

Council Member Boelen discussed Bloomington Police Department's recent neighborhood walk through Tracey Drive. She highlighted new opportunities for home ownership and wealth building in the area and commented to recent management changes and significant improvements to buildings. She then asked City Manager Gleason to provide a status update on the Connect Transit Intergovernmental Agreement ("IGA"). She stated for the record that the City of Bloomington had done its part to update the IGA, but that it sat with the Town of Normal. She wanted to better understand the delay.

Council Member Emig expressed her appreciation for all the support received for the 20 Stars for Life fundraising program that helped at-risk high school students complete all four years of schooling. She recognized the Public Works Department for praise she had received from a constituent about their work.

Executive Session

No Executive Session was held.

Adjournment

Council Member Ward made a motion, seconded by Council Member Boelen, to adjourn.

Mayor Mwilambwe directed the Clerk to call the roll:

Motion carried (viva voce).

The meeting adjourned at 7:51 p.m.

CITY OF BLOOMINGTON	**ATTEST**
Mboka Mwilambwe, Mayor	Amanda Stutsman, Deputy City Clerk

DRAFT

CONSENT AGENDA ITEM NO. 7.B

FOR COUNCIL: August 22, 2022

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and action to approve Bills and Payroll in the amount of $8,768,967.37, as requested by the Finance Department.

RECOMMENDED MOTION: The proposed Bills and Payroll be approved.

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

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

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

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: Total disbursements to be approved $8,768,967.37 (Payroll total $2,820,322.38, Accounts Payable total $5,462,972.35, and Bank Transfers total $485,672.64.)

COMMUNITY DEVELOPMENT IMPACT: This request meets the following goals and objectives of the Bloomington Comprehensive Plan 2035: N/A

Respectfully submitted for consideration.

Prepared by: Joshua Moreland, Support Staff V

ATTACHMENTS:
FIN 1B Council Finance Summary Report

CITY OF BLOOMINGTON FINANCE REPORT

PAYROLL

Date	Gross Pay	Employer Contribution	Totals
8/12/2022	$ 2,239,438.23	$ 557,322.10	$ 2,796,760.33
8/4/2022 Off Cycle Adjustments	$ 20,191.06	$ 3,370.99	$ 23,562.05
		PAYROLL TOTAL	**$ 2,820,322.38**

ACCOUNTS PAYABLE (WIRES)

Date	Bank	Total
8/22/2022	AP General	$ 5,250,090.32
	AP JMScott	
8/22/2022	AP Comm Devel	$ 276.75
8/22/2022	AP IHDA	$ 40,697.02
8/22/2022	AP Library	$ 85,041.71
8/22/2022	AP MFT	$ 11,676.00
8/4/2022-8/12/2022	Out of Cycle	$ 75,190.55
6/2/2022-8/14/2022	AP Bank Transfers	$ 485,672.64
	AP TOTAL	**$ 5,948,644.99**

PCARDS

Date Range	
PCARD TOTAL	

GRAND TOTAL	**$ 8,768,967.37**

Respectfully,

F Scott Rathbun
Director of Finance

CONSENT AGENDA ITEM NO. 7.C

FOR COUNCIL: August 22, 2022

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and action to approve a Reappointment to Boards & Commissions, as requested by the Administration Department.

RECOMMENDED MOTION: The proposed Reappointment be approved.

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

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

BACKGROUND: The Mayor of the City of Bloomington has nominated, and asks your concurrence in the reappointment of:

Transportation Commission: Edward Breitweiser to the Transportation Commission. Edward's reappointment is effective immediately, with an expiration date of 4-30-25. Application is on file in the Administration Office.

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

FINANCIAL IMPACT: N/A

AMERICAN RESCUE PLAN FUNDING IMPACT: N/A

COMMUNITY DEVELOPMENT IMPACT: This request meets the following goals and objectives of the Bloomington Comprehensive Plan 2035: N/A

Respectfully submitted for consideration.

Prepared by: Amy Overton, Executive Assistant

ATTACHMENTS:
ADM 2B Transportation Roster

Transportation Commission

Mayor Appointed	Staff/Chair	First Name	Last Name	Expiration	Year First Appt	Re/Appointment Date
x		John	Corey	04/30/23	2019	04/27/20
x		Joseph	Blaney	04/30/24	2021	09/27/21
x		Edward	Breitweiser	04/30/22	2019	08/12/19
x		Terry	Berk	04/30/24	2022	07/11/22
x				04/30/23		
X		Elicssha	Sanders	04/30/23	2020	04/27/20
x	Disabled or serve disabled population			04/30/24		
	Staff	Phil	Allyn	Traffic Engineer		

CONSENT AGENDA ITEM NO. 7.D

FOR COUNCIL: August 22, 2022

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and action to approve an Agreement with Cargill, Inc., for Rock Salt (Bid #2023-02), in the amount of $87.34 per ton, as requested by the Public Works Department.

RECOMMENDED MOTION: The proposed Agreement be approved.

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

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

BACKGROUND: Public Works is recommending the approval of an Agreement with Cargill, Inc., for Rock Salt (Bid #2023-02), in the amount of $87.34 per ton.

With the exception of FY21, Public Works has historically entered into a contract with the Illinois Department of Central Management Services (ICMS), typically in March or April, which allows the City to partner with the state to receive cost-effective, bulk pricing for rock salt. However, because of delivery issues with the ICMS contract for rock salt in FY22, the lack of the ability for the City to have direct involvement in the state bidding process, and the Department's success with bidding in FY21, Public Works decided to bid the rock salt and manage the public bid process in-house.

Public Works prepared the Rock Salt bid package and advertised the project for competitive bids. Bids for this contract were received until 10:00 AM on Tuesday, June 28, 2022, electronically via the City's e-Procurement Portal, OPENGOV. Staff received three (3) bids and opened them at 10:00 AM on Tuesday, June 28, 2022, via a Virtual Bid Opening. Cargill is a local firm and, therefore, the local preference policy does not impact the recommendation. The results are as follows:

Bidder	Bid Amount per Ton (Bid #2023-02)
Cargill, Inc.	$87.34
Compass Minerals	$92.29
Morton Salt, Inc.	$93.34

Public Works did not receive any other complete bids.

With this agreement, the City is obligated to purchase 80 percent (5,600 tons) of the agreed amount of salt and may purchase up to 120 percent (8,400 tons) of the agreed amount of salt. The budgeted funding amount for rock salt allows the Department to purchase 80 percent (5,600 tons) at a cost of $489,104. Snowfall and winter weather conditions are

unpredictable, and Public Works may need to order additional salt rock during this fiscal year, up to the 120 percent (8,400 tons) at a cost of $733,656. The bid proposal and agreement are based on a unit price (per ton) and not by a dollar amount. If more rock salt is needed, Public Works will work with the Finance Department to allocate additional funds, and a change order will not be required.

Salt costs fluctuate from year to year, as shown in the attached price history. The FY20 price per ton was the highest it has been in recent years, and the proposed FY23 price is the second highest. However, these numbers have not been adjusted for inflation.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Public notice of this bid was published in *The Pantagraph* and OPENGOV on June 2, 2022.

FINANCIAL IMPACT: The FY2023 budget includes an amount of $500,000 for rock salt. If approved, an initial amount of $489,104.00 will be committed for 80% of the contract amount, or 5,600 tons at $87.34/ton. The funds for this purchase are included in the Snow & Ice Removal-Rock Salt account (10016124-71085). Stakeholders can locate this in the FY 2023 Adopted Budget Book titled "Budge Overview & General Fund" on page 297.

AMERICAN RESCUE PLAN FUNDING IMPACT: N/A

COMMUNITY DEVELOPMENT IMPACT: **This request meets the following goals and objectives of the Bloomington Comprehensive Plan 2035**: Goal N-1. Ensure the compact development of the City through denser, mixed-use developments and reinvestment in the established older neighborhoods, Objective N-1.1. Enhance the livability of all Bloomington Neighborhoods. Goal D-4. A clean and safe Downtown, Objective D-4.1. Improve and promote Downtown as a clean and safe place. Goal TAQ-1. A safe and efficient network of streets, bicycle-pedestrian facilities, and other infrastructure to serve users in any surface transportation mode. Objective TAQ-1.1. Maintenance and development of a continuous network of arterial, collector and local streets that provides for safe and efficient movement of people, goods, and services between existing and proposed residential areas and major activity centers, maximizes walkability, and provides multimodal linkages to the state and interstate highway system.

Respectfully submitted for consideration.

Prepared by: Colleen Winterland, Superintendent of Streets and Sewers

ATTACHMENTS:
PW 1B Agreement_FY23 Rock Salt Agreement 08222022
PW 1C Bid Tab_FY23 Rock Salt Agreement 08222022
PW 1D Price History_FY23 Rock Salt Agreement 08222022

CITY OF BLOOMINGTON AGREEMENT WITH
Cargill, Incorporated
FOR
Bulk Rock Salt

THIS AGREEMENT, dated this 26th day of July August, 2022, is between the City of Bloomington, IL (hereinafter "CITY") and Cargill, Incorporated (hereinafter "VENDOR"). CITY and VENDOR may hereinafter collectively be referred to as the "PARTIES" and individually as the "PARTY".

NOW THEREFORE, the PARTIES agree as follows:

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

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

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

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

☑ This Agreement was subject to the following procurement initiative by the CITY: Bid #2023-02 FY2023 Rock Salt for Roadway Ice Control (hereinafter "REQUEST"). Accordingly, the provisions of the REQUEST and the proposal submitted by VENDOR (hereinafter collectively referred to as "PROCUREMENT DOCUMENTS" and attached hereto), shall be incorporated into this Agreement and made a part thereof and shall be considered additional contractual requirements that must be met by VENDOR. In the event of a direct conflict between the provisions of this Agreement and the incorporated PROCUREMENT DOCUMENTS, the provisions of this Agreement shall prevail.

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

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

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

☑ Fees as set forth in the Payment Terms attached as Exhibit B, attached hereto and incorporated herein not to exceed $87.34 / ton .

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

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

☑ This Agreement is subject to bonding requirements.

i. It is therefore understood that the VENDOR will furnish, at no expense to the CITY, Payment and Performance Bonds to the CITY in the amount of the contract as stated in Section 4 executed by the VENDOR and at least two sureties as set forth under the Laws of the State of Illinois, as a guarantee that the VENDOR will timely and faithfully perform the work outlined herein.

ii. Said bond shall be conditioned to save and keep harmless said CITY from any and all claims, demands, losses, suits, costs, expenses, and damages which may be brought, sustained, or recovered against said CITY by reason of any negligence, default, or failure of the said VENDOR in designing, building, constructing, or completing said improvement and its appurtenances, or any part thereof, and that said improvement when constructed shall be free from all defects and remain in good order and condition for one year from its completion and acceptance by the CITY, ordinary wear and tear, and damage resulting from accident or willful destruction excepted; which bond is attached hereto and made a part hereof.

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

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

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

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

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

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

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

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

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

Section 13. **Representations of VENDOR.** VENDOR hereby represents it is legally able to perform the work that is subject to the Agreement.

Section 14. **Compliance with Local, State, and Federal Laws.** VENDOR agrees that any and all work by VENDOR shall at all times comply with all laws, ordinances, statutes, and governmental rules, regulations and codes.

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

☑ This Agreement is not for "public works" and therefore Prevailing Wage does not apply.

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

Section 16. **Equal Opportunity Employment.** During the performance of this Agreement, the VENDOR agrees as follows:

i. The VENDOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The VENDOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The VENDOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

ii. The VENDOR will, in all solicitations or advertisements for employees placed by or on behalf of the VENDOR, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

iii. The VENDOR will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the VENDOR's legal duty to furnish information.

iv. The VENDOR will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the VENDOR's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

Section 17. **Access to Records.** The following access to records requirements apply to this Agreement:

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

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

Section 18. **Compliance with FOIA Requirements.** VENDOR further explicitly agrees to furnish all records related to this Agreement and any documentation related to CITY required under the Illinois Freedom of Information Act (ILCS 140/1 et seq.) (hereinafter "FOIA") request within five (5) business days after CITY issues notice of such request to VENDOR. VENDOR agrees to not apply any costs or charge any fees to the CITY regarding the procurement of records required pursuant to a FOIA request. VENDOR agrees to defend, indemnify, and hold harmless CITY, and agrees to pay all reasonable costs connected therewith (including, but not limited to, reasonable attorney's and witness fees, filing fees, and any other expenses) for CITY to defend any and all causes, actions, causes of action, disputes, prosecutions, of conflicts arising from VENDOR actual or alleged violation of FOIA, or VENDOR failure to furnish all documentation related to a request within five (5) business days after CITY

issues notice of request. Furthermore, should VENDOR request that CITY utilize a lawful exemption under FOIA in relation to any FOIA request, thereby denying that request, VENDOR agrees to pay all costs connected therewith (such as reasonable attorney's and witness fees, filing fees, and any other expenses) to defend the denial of the request. The defense shall include, but not be limited to, challenged or appealed denials of FOIA requests to either the Illinois Attorney General or a court of competent jurisdiction. VENDOR agrees to defend, indemnify, and hold harmless CITY, and agrees to pay all costs connected therewith (such as reasonable attorney's and witness fees, filing fees, and any other expenses) to defend any denial of a FOIA request by VENDOR request to utilize a lawful exemption to CITY.

Section 19. **Notices.** All legal notices given in connection with this Agreement shall be made in writing and deemed complete by way of (a) hand delivery; (b) registered mail, postage prepaid; or (c) electronic mail with notice of receipt by the other PARTY at the following addresses or at such other address for a PARTY as shall be specified by like notice:

If to VENDOR:

Cargill, Inc. - Salt, Road Safety
Attn: Customer Care
24950 Country Club Blvd. Ste 450
North Olmsted, OH 44070
salt_customercareroadsafety@cargill.com

Copy to:

_____
_____
_____
_____
_____

If to CITY:

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

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

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

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

Section 22. **Changes or Modifications.** This Agreement, its method of completion, its scope of work, nor its pricing may be modified or changed in any manner without the express written consent of both PARTIES via an Amendment fully executed by both PARTIES.

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

Section 24. **Joint Drafting.** The PARTIES expressly agree that this Agreement was jointly drafted, and that both had the opportunity to negotiate its terms and to obtain the assistance of counsel in reviewing its terms prior to execution. Therefore, this Agreement shall be construed neither against nor in favor of either PARTY but shall be construed in a neutral manner.

Section 25. **Attorney's Fees.** In the event that any action is filed in relation to this Agreement, the unsuccessful PARTY in the action shall pay to the successful PARTY, in addition to all the sums that either PARTY may be called on to pay, a reasonable sum for the successful PARTY's attorney's fees (including expert witness fees).

Section 26. **Paragraph Headings.** The titles to the paragraphs of this agreement are solely for the convenience of the PARTIES and shall not be used to explain, modify, simplify, or aid in the interpretation of the provisions of this Agreement.

Section 27. **Term.** The term of this Agreement shall be:

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

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

☑ By the date state in the PROCUREMENT DOCUMENTS or no later than 04/30/2023.

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

_____.

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

Section 28. **Counterparts.** This Agreement may be executed in any number of counterparts, including electronically, each of which shall be deemed to be an original, but all of which together shall constitute the same instrument.

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

CITY OF BLOOMINGTON

By: _____
Its City Manager

ATTEST:

By: _____
Its City Clerk

VENDOR

By: [redacted]
Its Customer Care Representative

By: [redacted]
Its Customer Care Representative

Bid #2023-02 FY2023 Bulk Rock Salt for Roadway Ice Control Specifications

Bulk Rock Salt shall comply with the requirements of American Association of State Highway and Transportation Officials (AASHTO) Specifications M143, Sodium Chloride Type 1, Grade 1. Bulk rock salt will not contain more than one-half pound nor less than 35 ppm of ferric ferrocyanide or sodium ferrocyanide per ton at delivery point. Bulk rock salt shall be free flowing fresh stock, reclaimed or re-crushed rock salt will not be accepted and shall be rejected by delivery site. Alternate specifications for salt will not be considered for evaluation.

- **ESTIMATED QUANTITY:** 7,000 tons.
- **MINIMUM 80% COMMITMENT:** The City of Bloomington shall be required to purchase 80% of the estimated quantity and have no further liability to the vendor for further remaining quantities.
- **MAXIMUM 120% VENDOR COMMITMENT:** The vendor shall agree to provide up to 120% of the bid quantity estimated tonnage at the same contract price.
- **QUANTITIES EXCEEDING MAXIMUM 120% VENDOR COMMITMENT:** In the instance that the City of Bloomington requires quantities that would exceed the maximum commitment of the Vendor, any delivery shall be made upon the mutual agreement of all parties.
- **ORDERING GUIDELINE:** The City of Bloomington may order up to 20% of the 100% contracted tonnage in any given week and vendor shall deliver within seven (7) working days after receipt of order. Quantities ordered above the 20% threshold shall have an extended delivery time of one-working-day for each one percentage-point above the 20% guideline.
- **ORDER QUANTITY:** Orders shall be scheduled in amounts that make up full (22-25 ton) truckloads.
- **ORDERING TIMELINE:** For an order placed prior to 9:00 a.m. on a given day, that day would be considered as the first working day of the seven (7) day delivery period. For an order placed after 9:00 a.m. on a given day, the day following would be considered as the first working day of the seven (7) day delivery period, or as amended by ordering guidelines herein.
- **STOCKPILE AND DELIVERY PERFORMANCE:** Freezing of waterways and the impact on delivery must be reasonably anticipated by the vendor and is not a cause to claim Force Majeure.
- **DELIVERY TIME:** Deliveries are to be made within seven (7) working days, or as extended by ordering guideline herein. For all orders placed on or after December 1, 2022, and prior to May 1, 2023, order delivery performance shall be subject to application of Liquidated Damages as stated herein. For all orders placed on or after December 1, 2022, and on or prior to April 30, 2023, order delivery performance shall be subject to application of Liquidated Damages as stated herein. In the event that the City awards Add Alternate Bid #1, all orders

placed on or after December 1, 2023, and on or prior to April 30, 2024, order delivery performance shall be subject to application of Liquidated Damages as stated herein.

- **DELIVERY SCHEDULE:** Salt order deliveries will be accepted only during regular workdays (Monday thru Friday) and working day hours (7:30 a.m. - 2:30 p.m. CT) excluding holidays, except where special arrangements are made in advance with an appropriate representative at the delivery site.

- **DELIVERY LOCATION:** 401 S East Street, Bloomington IL, 61701, Salt Dome.

- **DELIVERY REQUIREMENTS:** All truck loads shall be covered with approved weatherproof material. Vendor shall ensure the delivery person inspects the inside of the trailer and all salt is removed from the trailer before leaving a delivery point.

- **DELIVERY METHOD:** All deliveries will be on the basis of the "End-Dumping" method. Vendor shall be governed by the specific delivery instructions.

- **WEIGHTS AND MEASURES:** All measurements for weight shall be from scales meeting the requirements of The Weights and Measures Act of the State of Illinois. The Vendor shall provide accurate weights of materials delivered. These weights shall be documented on delivery tickets which shall identify the source of the material, type of material, the date and time the material was loaded, the release number, the net weight, the tare weight, the gross weight, and the identification of the transporting vehicle.

  The City of Bloomington reserve the right to require that trucks may occasionally be directed to a scale in the vicinity of the delivery point as a check on delivered truckloads. The City of Bloomington reserves the right to take action to remedy vendor failure to provide accurate weights and measures.

- **FOREIGN MATERIALS:** Truckloads, new or pre-loaded, of bulk rock salt containing any foreign material such as mud, rocks, grader teeth, wood, tarpaulins, etc., may be rejected at the delivery site. In the event the City of Bloomington discovers foreign material in truckloads of rock salt already dumped at its location, the salt and foreign matter will be reloaded onto the cartage hauler's truck by the City of Bloomington and returned for credit and the vendor shall immediately ship a conforming load of replacement bulk rock salt, or at the City of Bloomington option to issue a refund consistent with the dollar amount of original order.

- **DEDUCTIONS & DAMAGES:** The City of Bloomington reserves the right to assess, and apply if applicable, invoice deductions and damages or take appropriate action as follows:
  - The City of Bloomington reserves the right to make deductions for moisture by total weight as reductions to the ton price of the bulk rock salt. Deductions shall be made on the basis of moisture content percentage, as determined by the following ranges:
    - Moisture Content (percent) — Deduction in Price (per truckload)
      - 0.00 to 2.00 — No Deduction
      - 2.01 to 2.50 — 10% Deduction
      - 2.51 to 3.00 — 15% Deduction
      - 3.01 to 3.50 — 20% Deduction
      - 3.51 to 4.00 — 25% Deduction
      - Greater than 4.01 — Rejection of Load

- The City of Bloomington reserves the right to accept delivery of bulk rock salt which, according to analysis, has a Sodium Chloride (NACL) content of less than 95%, but not less than 90%. When such reservation is applied, final payment will be made on the following basis:
  - When the Sodium Chloride (NACL) content is less than the specification requirement but is not less than 94% the price to be paid shall be the contract price less $5.00 per ton.
  - When the NACL content is less than 94% but not less than 90%, price paid shall be contract price less $10.00 per ton.
  - When the NACL content is less than 90%, the load will be rejected.

- **DAMAGES:** The City of Bloomington reserves the right to take action against vendor delivery (in accordance with requirements stated herein) failure as follows:
  - Liquidated Damages: From December 1, 2022, through April 30, 2023, if the vendor is unable to make delivery within the authorized delivery time the City of Bloomington shall assess and have the right to retain as Liquidated Damages, and not as a penalty, 5% per working day on the undelivered portion of the order, but not to exceed 50% of the total order.

    In the event that the city awards Add Alternate Bid #1, from December 1, 2023, through April 30, 2024, if the vendor is unable to make delivery within the authorized delivery time the City of Bloomington shall assess and have the right to retain as Liquidated Damages, and not as a penalty, 5% per working day on the undelivered portion of the order, but not to exceed 50% of the total order.
  - Delivery Failure Damages: If after seven (7) days assessment of Liquidated Damage claims, a vendor has still failed to deliver as required, the City of Bloomington reserves the right to immediately, and without notice to vendor, take action to remedy vendor failure. This may include the termination of the order and purchase of bulk rock salt from other sources, or other action to ensure ice control availability for public safety purposes. Note that any or all additional costs may be collected from the original vendor, in addition to the applied Liquidated Damages.

- **CONTRACT TERM:**
  - Base Term
    - Base Bid Term is October 1, 2022 through April 30, 2023.
  - Optional Term
    - Add Alternate Bid #1 is for a second-year term of May 1, 2023 through April 30, 2024.
  - All bids will be considered whether an alternate extended term is offered or not.

EXHIBIT B
PAYMENT TERMS

$87.34 / ton

EXHIBIT C
OTHER REQUIRED PROPOSAL/DOCUMENTS

Not Applicable

City of Bloomington
Legal
Jeff Jurgens, Corporate Council
115 East Washington Street, Suite 403, Bloomington, IL 61701

EVALUATION TABULATION

ITB No. Bid #2023-02

FY2023 Rock Salt

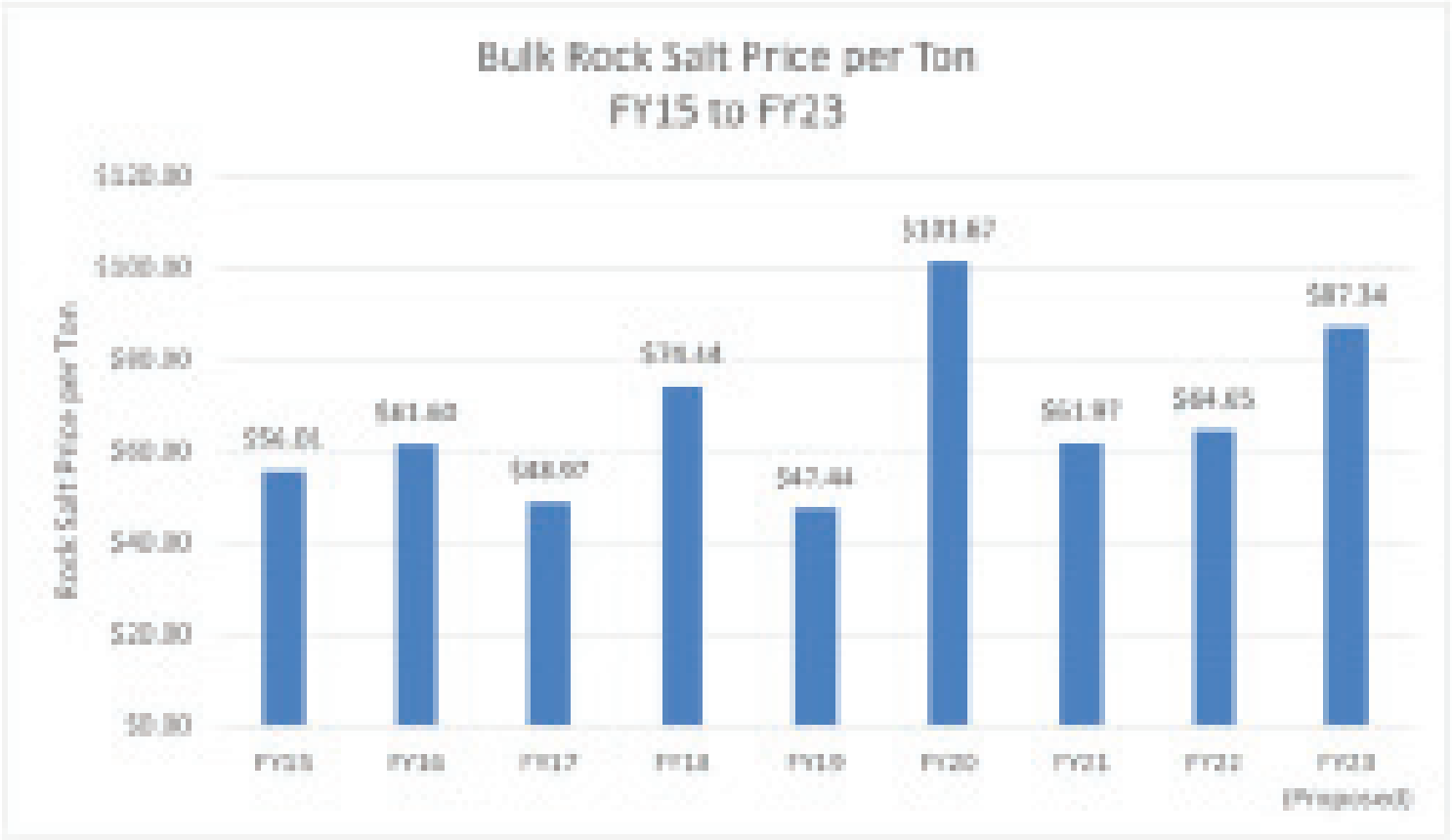
RESPONSE DEADLINE: June 28, 2022 at 10:00 am

Report Generated: Monday, August 1, 2022

BASE BID

Base Bid Term is October 1, 2022, through April 30, 2023

Vendor	Total
Cargill, Incorporated- Salt, Road Safety	$87.34
Compass Minerals America Inc.	$92.29
Morton Salt, Inc.	$93.34


Bulk Rock Salt Price per Ton
FY15 to FY23
Rock Salt Price per Ton
$120.00
$100.00
$80.00
$60.00
$40.00
$20.00
$0.00
$56.01
$61.60
$48.97
$76.44
$47.44
$101.67
$61.97
$64.65
$87.34
FY15
FY16
FY17
FY18
FY19
FY20
FY21
FY22
FY23 (Proposed)

CONSENT AGENDA ITEM NO. 7.E

FOR COUNCIL: August 22, 2022

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and action to approve an Agreement with Baxter and Woodman, Inc., for professional engineering services for the FY23 Hydraulic Modeling Project, in the amount not to exceed $298,116, as requested by the Public Works Department.

RECOMMENDED MOTION: The proposed Agreement be approved.

STRATEGIC PLAN LINK:
Goal 5. Great Place - Livable, Sustainable City
Goal 2. Upgrade City Infrastructure and Facilities

STRATEGIC PLAN SIGNIFICANCE:
Objective 5a. Well-planned City with necessary services and infrastructure
Objective 2d. Well-designed, well maintained City facilities emphasizing productivity and customer service

BACKGROUND: Public Works is recommending the approval of an Agreement with Baxter and Woodman, Inc., for the FY23 Hydraulic Modeling Project, in the amount not to exceed $298,116.

The FY23 Hydraulic Modeling Project will develop a hydrologic and hydraulic computer model to assess a portion of the City's storm sewers, combined sewers, and tributary sanitary sewers using Autodesk InfoWorks ICM. The model will be calibrated to historic and observed rainfall and reported flooding events. Problem areas will be identified and alternatives will be analyzed for problem areas.

The primary area of focus will be the watershed's tributary to the proposed East Street Basin near the Public Service Division garage and the proposed Nicor site pond on West Washington Street, as identified in the 2014 City of Bloomington Stormwater and Sanitary Sewer Master Plans. The secondary areas of focus will be those outside of this primary watershed that experienced extreme flooding as reported following the extreme rain event during the summer of 2021.

Through Request for Qualifications (RFQ) #2022-25 (Resolution 2022-13), the City Council approved a list of prequalified vendors for Architectural and Engineering Services. RFQ #2022-25 established ten categories of professional services and identified qualified vendors to provide services in each category by project cost. For each category, small projects cost less than $50,000, and large projects cost $50,000 or more. City staff reviewed the nine selected firms under the Utility (Large) category, which is the key design service for the project as described above, and determined Baxter and Woodman to be the most qualified firm to do the work that best meets the City's needs.

Based on Baxter and Woodman's selection under RFQ #2022-25 and their experience with hydraulic modeling of similar sized projects, hydraulic modeling performed for the proposed East Street Basin, and their staff's familiarity with the City of Bloomington sewer system, Baxter and Woodman was asked to submit a proposal for scope and fees associated with performing hydraulic modeling for the FY23 Hydraulic Modeling Project. The vendor chosen for this project utilized a qualifications-based selection process, and, therefore, the City's local preference policy does not apply.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: If approved, the not to exceed $298,116 will be paid out of the sanitary sewer and storm water funds as follows:

1. Sanitary Sewer-Architectural & Engineering Services for Capital (51101100-70051) for $149,058.
2. Storm Water - Architectural & Engineering Services for Capital (53103100-70051) for $149,058.

Stakeholders can locate this in the FY 2023 Budget Book titled "Other Funds & Capital Improvement" on pages 144,151, 226,319, 330, 331, 334, 339 and 340.

AMERICAN RESCUE PLAN FUNDING IMPACT: N/A

COMMUNITY DEVELOPMENT IMPACT: This request meets the following goals and objectives of the Bloomington Comprehensive Plan 2035: Goal UEW-1. Provide quality public infrastructure within the City to protect public health, safety and the environment, Objective UEW-1.7. Reliable and efficient collections systems (sanitary sewer, combined sewer, and storm sewer systems) to protect public health, safety and the environment.

Respectfully submitted for consideration.

Prepared by: Craig Shonkwiler, City Engineer

ATTACHMENTS:
PW 1B Agreement_FY23 Hydraulic Modeling
PW 1C Resolution No. 2022-13_A&E RFQ

CITY OF BLOOMINGTON AGREEMENT WITH

Baxter & Woodman, Inc.

FOR

FY23 Hydraulic Modeling

THIS AGREEMENT, dated this ___ day of August, 2022, is between the City of Bloomington, IL (hereinafter "CITY") and Baxter & Woodman, Inc. (hereinafter "VENDOR"). CITY and VENDOR may hereinafter collectively be referred to as the "PARTIES" and individually as the "PARTY".

NOW THEREFORE, the PARTIES agree as follows:

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

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

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

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

☐ This Agreement was subject to the following procurement initiative by the CITY: _____ (hereinafter "REQUEST"). Accordingly, the provisions of the REQUEST and the proposal submitted by VENDOR (hereinafter collectively referred to as "PROCUREMENT DOCUMENTS" and attached hereto), shall be incorporated into this Agreement and made a part thereof and shall be considered additional contractual requirements that must be met by VENDOR. In the event of a direct conflict between the provisions of this Agreement and the incorporated PROCUREMENT DOCUMENTS, the provisions of this Agreement shall prevail.

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

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

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

☑ Fees as set forth in the Payment Terms attached as Exhibit B, attached hereto and incorporated herein not to exceed $298,116.00.

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

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

☐ This Agreement is subject to bonding requirements.

i. It is therefore understood that the VENDOR will furnish, at no expense to the CITY, Payment and Performance Bonds to the CITY in the amount of the contract as stated in Section 4 executed by the VENDOR and at least two sureties as set forth under the Laws of the State of Illinois, as a guarantee that the VENDOR will timely and faithfully perform the work outlined herein.

ii. Said bond shall be conditioned to save and keep harmless said CITY from any and all claims, demands, losses, suits, costs, expenses, and damages which may be brought, sustained, or recovered against said CITY by reason of any negligence, default, or failure of the said VENDOR in designing, building, constructing, or completing said improvement and its appurtenances, or any part thereof, and that said improvement when constructed shall be free from all defects and remain in good order and condition for one year from its completion and acceptance by the CITY, ordinary wear and tear, and damage resulting from accident or willful destruction excepted; which bond is attached hereto and made a part hereof.

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

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

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

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

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

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

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

Section 11. **Reuse of Documents.** All documents, including but not limited to, reports, drawings, specifications, and electronic media furnished by VENDOR pursuant to this Agreement are instruments of the VENDOR's services. Nothing herein, however, shall limit the CITY's right to use the documents for municipal purposes, including but not limited to the CITY's right to use the documents with the condition that City shall not have the right to use such plans or specifications on any other project or for extensions of this project without the express written consent of the VENDOR. VENDOR further acknowledges any such documents may be subject to release under the Illinois Freedom of Information Act.

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

Section 13. **Representations of VENDOR.** VENDOR hereby represents it is legally able to perform the work that is subject to the Agreement.

Section 14. **Compliance with Local, State, and Federal Laws.** VENDOR agrees that any and all work by VENDOR shall at all times comply with all laws, ordinances, statutes, and governmental rules, regulations and codes.

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

☑ This Agreement is not for "public works" and therefore Prevailing Wage does not apply.

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

Section 16. **Equal Opportunity Employment.** During the performance of this Agreement, the VENDOR agrees as follows:

i. The VENDOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The VENDOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The VENDOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

ii. The VENDOR will, in all solicitations or advertisements for employees placed by or on behalf of the VENDOR, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

iii. The VENDOR will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the VENDOR's legal duty to furnish information.

iv. The VENDOR will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the VENDOR's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

Section 17. **Access to Records.** The following access to records requirements apply to this Agreement:

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

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

Section 18. **Compliance with FOIA Requirements.** VENDOR further explicitly agrees to furnish all records related to this Agreement and any documentation related to CITY required under the Illinois Freedom of Information Act (ILCS 140/1 et seq.) (hereinafter "FOIA") request within five (5) business days after CITY issues notice of such request to VENDOR. VENDOR agrees to not apply any costs or charge any fees to the CITY regarding the procurement of records required pursuant to a FOIA request. VENDOR agrees to defend, indemnify, and hold harmless CITY, and agrees to pay all reasonable costs connected therewith (including, but not limited to, reasonable attorney's and witness fees, filing fees, and any other expenses) for CITY to defend any and all causes, actions, causes of action, disputes, prosecutions, of conflicts arising from VENDOR actual or alleged violation of FOIA, or VENDOR failure to furnish all documentation related to a request within five (5) business days after CITY

issues notice of request. Furthermore, should VENDOR request that CITY utilize a lawful exemption under FOIA in relation to any FOIA request, thereby denying that request, VENDOR agrees to pay all costs connected therewith (such as reasonable attorney's and witness fees, filing fees, and any other expenses) to defend the denial of the request. The defense shall include, but not be limited to, challenged or appealed denials of FOIA requests to either the Illinois Attorney General or a court of competent jurisdiction. VENDOR agrees to defend, indemnify, and hold harmless CITY, and agrees to pay all costs connected therewith (such as reasonable attorney's and witness fees, filing fees, and any other expenses) to defend any denial of a FOIA request by VENDOR request to utilize a lawful exemption to CITY.

Section 19. **Notices.** All legal notices given in connection with this Agreement shall be made in writing and deemed complete by way of (a) hand delivery; (b) registered mail, postage prepaid; or (c) electronic mail with notice of receipt by the other PARTY at the following addresses or at such other address for a PARTY as shall be specified by like notice:

If to VENDOR:

Baxter & Woodman, Inc.
Attn: Matt Moffitt, AVP
8430 West Bryn Mawr Ave., Suite 400
Chicago, IL 60631
mmoffitt@baxterwoodman.com

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

If to CITY:

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

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

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

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

Section 22. **Changes or Modifications.** This Agreement, its method of completion, its scope of work, nor its pricing may be modified or changed in any manner without the express written consent of both PARTIES via an Amendment fully executed by both PARTIES.

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

Section 24. **Joint Drafting.** The PARTIES expressly agree that this Agreement was jointly drafted, and that both had the opportunity to negotiate its terms and to obtain the assistance of counsel in reviewing its terms prior to execution. Therefore, this Agreement shall be construed neither against nor in favor of either PARTY but shall be construed in a neutral manner.

Section 25. **Attorney's Fees.** In the event that any action is filed in relation to this Agreement, the unsuccessful PARTY in the action shall pay to the successful PARTY, in addition to all the sums that either PARTY may be called on to pay, a reasonable sum for the successful PARTY's attorney's fees (including expert witness fees).

Section 26. **Paragraph Headings.** The titles to the paragraphs of this agreement are solely for the convenience of the PARTIES and shall not be used to explain, modify, simplify, or aid in the interpretation of the provisions of this Agreement.

Section 27. **Term.** The term of this Agreement shall be:

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

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

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

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

_____.

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

Section 28. **Counterparts.** This Agreement may be executed in any number of counterparts, including electronically, each of which shall be deemed to be an original, but all of which together shall constitute the same instrument.

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

CITY OF BLOOMINGTON

By: _____
Its City Manager

ATTEST:

By: _____
Its City Clerk

VENDOR BAXTER & WOODMAN, INC.

By: [redacted]
Its Associate Vice President

By: [redacted]
Deputy Secretary

EXHIBIT A
DESCRIPTION OF SERVICES/WORK PROVIDED

SCOPE OF SERVICES

PROJECT NARATIVE:

The City of Bloomington FY23 Hydraulic Modeling Project will develop a Hydrologic and Hydraulic computer model to assess the City's storm sewers, combined sewers, and tributary sanitary sewers using Infoworks ICM. The model will be calibrated to historic and observed rainfall and reported flooding events. Problem areas will be identified and Alternatives will be analyzed for problem areas. The primary area of focus will be the watersheds tributary to the Public Works Yard pond and the Nicor site pond, as identified in the 2014 City of Bloomington Stormwater and Sanitary Sewer Master Plan. The secondary areas of focus will be those outside of this primary watershed that experienced extreme flooding as reported following the extreme rain event during the summer of 2021.

1. PROJECT COORDINATION AND DATA COLLECTION

1.1 PROJECT MANAGEMENT

a) Plan, schedule, and control the activities that must be performed to complete the project including budget, schedule, and scope.

b) Coordinate with OWNER and project team to ensure the goals of the project are achieved.

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)** Meetings with OWNER: Three (3) In-Person Milestone Meetings (Kickoff, Alternatives, Pre-Final) and bi-weekly status update calls
- **ii)** Public Agency Meetings (2 total): BNWRD Coordination

b) Public Meetings: Present the Study, including results and recommendations, to the OWNER at a Council meeting.

c) Social Media: No social media participation is anticipated.

1.3 COLLECT EXISTING DATA

a) Obtain, review, and evaluate the following information provided by the OWNER for use in design:

- **i)** Utility Atlases
- **ii)** Existing Roadway and Structure Plans with Inspection Reports
- **iii)** GIS Shape files surrounding the project limits
- **iv)** Aerial Photography
- **v)** Maintenance and flooding records
- **vi)** Drainage Studies
- **vii)** Hydraulic and Hydrologic information and calculations
- **viii)** Historical Rainfall Data

1.4 TOPOGRAPHIC SURVEY

a) Collect key drainage structure condition, inverts, size, and flow direction; critical ground elevations to determine overland flow depths (6-7 days of work anticipated).

b) Does not include survey of lowest opening elevations of residential structures within low-lying areas.

1.5 SITE VISITS FOR DESIGNERS

a) Conduct site visits to familiarize the designer(s) with the sites, clarify any discrepancies

b) Walk the key flow path routes to resolve deficient/questionable items from the topographic survey; identify/confirm likely overland flow paths; and identify installation methods.

2. ENGINEERING ANALYSIS

2.1 EXISTING DRAINAGE CONDITIONS

a) Perform a hydrologic analysis of subject stormwater watershed to define sub-watersheds, flow routes, runoff rates, and depressional areas.

b) Perform a hydrologic analysis of sanitary sewersheds with anticipated peak flow rates.

c) Perform a hydraulic analysis to determine detention volume and capacities of existing and proposed storm sewers required to mitigate flooding.

d) Infoworks ICM will be used to complete analysis in an efficient manner.

e) Compare model flows/elevations to observed flows/elevations for up to four known events which rainfall data can be acquired. Adjust existing conditions model inputs if necessary.

2.2 ALTERNATIVES ANALYSIS

a) Develop design criteria to clearly identify the goal(s) of the proposed improvements.

b) Perform a detailed assessment of the primary watershed, which includes sewers and overland flow tributary to the proposed Nicor Detention basin.

c) Identify up to 12 problem areas, including areas outside of the primary watershed, based on criteria and prioritization metrics developed with the City.

d) Determine existing conditions level of service for each problem area.

e) Develop a recommended alternative to address the identified project needs for each problem area. Level of service for recommended improvements may vary based on specific issues related to each problem area. Concept plans will be prepared for each viable alternative evaluated.

f) Prepare preliminary cost estimates of the recommended alternatives.

g) Evaluate the use of stormwater BMPs, including green infrastructure, in the Project.

2.3 FINAL REPORT

a) Prepare a Final Report describing our findings and recommendations. Document assumptions and methodologies, along with permitting requirements and potential funding opportunities, as applicable.

b) Prepare exhibits to support final recommendations, showing the location of the recommended improvements. Alternatives are ranked based on the cost per benefit of each alternative, along with other factors selected by OWNER staff.

c) The Final Report includes a systematic plan for implementing the recommended improvements.

EXHIBIT B
PAYMENT TERMS

1. The CONTRACTOR shall submit all invoices, based on the CONTRACTOR'S progress reports, to the CITY no more than once a month for partial payment on account for the CONTRACTOR'S work to date. Such invoices shall represent the value, to the CITY of the partially completed work, based on the sum of the actual costs incurred, plus a percentage of the fixed fee for the fully completed work.

2. The CITY agrees to pay the CONTRACTOR:
(a) For progressive payments - Upon receipt of monthly invoices from the CONTRACTOR and the approval thereof by the CITY, monthly payments for the work performed shall be due and payable to the CONTRACTOR, such payments to be equal to the value of the partially completed work minus all previous partial payments made to the CONTRACTOR.
(b) Final payments - Upon approval of the work by the CITY but not later than 60 days after the work is completed and reports have been made and accepted by the CITY a sum of money equal to the basic fee as determined in the AGREEMENT less the total of the amount of partial payments paid to the CONTRACTOR shall be due and payable to the CONTRACTOR.

3. The CITY agrees to pay the CONTRACTOR as compensation for all services rendered in the accordance with the AGREEMENT on the basis of the following compensation method.

Method of Compensation: Cost plus Total Compensation = DL+OH(DL)+DC
Where:
DL is the total Direct Labor, DC is the total Direct Cost,
OH is the firm's overhead rate applied to their DL

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

Illinois Department of Transportation

COST ESTIMATE OF CONSULTANT SERVICES WORKSHEET

FIXED RAISE

Local Public Agency	County	Section Number
City of Bloomington	McLean	

Consultant (Firm) Name	Prepared By	Date
Baxter & Woodman, Inc.	Matt Moffitt	7/28/2022

PAYROLL ESCALATION TABLE

CONTRACT TERM	12	MONTHS	OVERHEAD RATE	154.70%
START DATE	9/1/2022		COMPLEXITY FACTOR	0
RAISE DATE	1/1/2023		% OF RAISE	2.00%
END DATE	8/31/2023			

ESCALATION PER YEAR

Year	First Date	Last Date	Months	% of Contract
0	9/1/2022	1/1/2023	4	33.33%
1	1/2/2023	9/1/2023	8	68.00%

The total escalation = 1.33%

BLR 05514 (Rev. 04/30/21)
Payroll Escalation

Local Public Agency	County	Section Number
City of Bloomington	McLean	

MAXIMUM PAYROLL RATE	**78.00**
ESCALATION FACTOR	**1.33%**

PAYROLL RATES

Exhibit E Cost Estimate of Consultant Services Worksheet Fixed Raise

CLASSIFICATION	IDOT PAYROLL RATES ON FILE	CALCULATED RATE
Executive Vice President	$83.29	$78.00
Vice President	$73.73	$74.71
Engineer VII	$65.00	$65.87
Engineer VI	$66.77	$67.66
Engineer V	$61.81	$62.63
Engineer IV	$51.40	$52.09
Engineer III	$42.25	$42.81
Engineer II	$36.41	$36.90
Engineer I	$31.16	$31.58
Environ. Scientist V	$56.63	$57.39
Natural Resources Mngr.	$48.50	$49.15
Engineer Tech V	$53.47	$54.18
Engineer Tech IV	$45.60	$46.21
Engineer Tech III	$37.41	$37.91
Engineer Tech II	$29.13	$29.52
Engineer Tech I	$24.60	$24.93
Spatial Tech. Manager	$58.25	$59.03
Spatial Tech. Prof. III	$43.25	$43.83
Spatial Tech. Prof. II	$32.92	$33.36
Survey Manager	$45.00	$45.60
Project Surveyor	$36.33	$36.81
Survey Tech.	$26.00	$26.35
CADD Technician III	$43.30	$43.88
Marketing Prof. IV	$46.31	$46.93
Marketing Prof. III	$34.32	$34.78
Admin. Support IV	$39.00	$39.52
Admin. Support III	$29.75	$30.15

Local Public Agency	County	Section Number
City of Bloomington	McLean	

COST ESTIMATE WORKSHEET

Exhibit E Cost Estimate of Consultant Services Worksheet Fixed Raise

OVERHEAD RATE 154.70% **COMPLEXITY FACTOR** 0

TASK	STAFF HOURS	PAYROLL	OVERHEAD & FRINGE BENEFITS	DIRECT COSTS	FIXED FEE	SERVICES BY OTHERS	TOTAL	% OF GRAND TOTAL
Project Management	100	5,203	8,050		1,717		14,970	5.02%
Project Meetings	78	4,039	6,248	800	1,333		12,420	4.17%
Collect Existing Data	76	3,033	4,693		1,001		8,727	2.93%
Topographic Survey	108	4,440	6,868	2,000	1,465		14,773	4.96%
Site Visits for Designers	60	2,391	3,699	1,000	789		7,879	2.64%
Existing Conditions - Surface Hydrology	200	9,040	13,984		2,983		26,007	8.72%
Existing Conditions - Sanitary Hydrology	180	8,183	12,660		2,700		23,543	7.90%
Existing Conditions - Hydraulics	380	15,917	24,624		5,253		45,794	15.36%
Existing Conditions - Calibration	100	4,112	6,361	2,000	1,357		13,830	4.64%
Alternatives Analysis	780	35,155	54,385		11,601		101,141	33.93%
Final Report	238	10,091	15,611		3,330		29,032	9.74%
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Subconsultant DL					0		-	
TOTALS	2300	101,604	157,183	5,800	33,529	-	298,116	100.00%

258,787

BLR 05514 (Rev. 04/30/21)
Cost Estimate Worksheet

Local Public Agency	County	Section Number
City of Bloomington	McLean	

AVERAGE HOURLY PROJECT RATES

Exhibit E Cost Estimate of Consultants Services Worksheet Fixed Raise

SHEET 1 OF 2

PAYROLL CLASSIFICATION	AVG HOURLY RATES	TOTAL PROJ. RATES			Project Management			Project Meetings			Collect Existing Data			Topographic Survey			Site Visits for Designers		
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg
Executive Vice President	78.00	0.0																	
Vice President	74.71	0.0																	
Engineer VII	65.87	230.0	10.00%	6.59	40	40.00%	26.35	30	38.46%	25.33									
Engineer VI	67.66	0.0																	
Engineer V	62.63	0.0																	
Engineer IV	52.09	305.0	13.26%	6.91				5	6.41%	3.34									
Engineer III	42.81	784.0	34.09%	14.59	60	60.00%	25.69	30	38.46%	16.47	20	26.32%	11.27	4	3.70%	1.59	30	50.00%	21.41
Engineer II	36.90	819.0	35.61%	13.14				5	6.41%	2.37	40	52.63%	19.42	4	3.70%	1.37	30	50.00%	18.45
Engineer I	31.58	0.0																	
Environ. Scientist V	57.39	0.0																	
Natural Resources Mngr.	49.15	0.0																	
Engineer Tech V	54.18	0.0																	
Engineer Tech IV	46.21	0.0																	
Engineer Tech III	37.91	0.0																	
Engineer Tech II	29.52	0.0																	
Engineer Tech I	24.93	0.0																	
Spatial Tech. Manager	59.03	0.0																	
Spatial Tech. Prof. III	43.83	50.0	2.17%	0.95				4	5.13%	2.25	16	21.05%	9.23						
Spatial Tech. Prof. II	33.36	0.0																	
Survey Manager	45.60	50.0	2.17%	0.99										50	46.30%	21.11			
Project Surveyor	36.81	50.0	2.17%	0.80										50	46.30%	17.04			
Survey Tech.	26.35	0.0																	
CADD Technician III	43.88	0.0																	
Marketing Prof. IV	46.93	0.0																	
Marketing Prof. III	34.78	0.0																	
Admin. Support IV	39.52	12.0	0.52%	0.21				4	5.13%	2.03									
Admin. Support III	30.15	0.0																	
TOTALS		2300.0	100%	$44.18	100.0	100.00%	$52.03	78.0	100%	$51.78	76.0	100%	$39.91	108.0	100%	$41.11	60.0	100%	$39.85

Local Public Agency	County	Section Number
City of Bloomington	McLean	

AVERAGE HOURLY PROJECT RATES

Exhibit E Cost Estimate of Consultant Services Worksheet Fixed Raise

SHEET 2 OF 2

PAYROLL CLASSIFICATION	AVG HOURLY RATES	Existing Conditions - Surface Hydrology			Existing Conditions - Sanitary Hydrology			Existing Conditions - Hydraulics			Existing Conditions - Calibration			Alternatives Analysis			Final Report		
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg
Executive Vice President	78.00																		
Vice President	74.71																		
Engineer VII	65.87	20	10.00%	6.59	20	11.11%	7.32	20	5.26%	3.47				100	12.82%	8.44			
Engineer VI	67.66																		
Engineer V	62.63																		
Engineer IV	52.09	40	20.00%	10.42	40	22.22%	11.57	40	10.53%	5.48	20	20.00%	10.42	120	15.38%	8.01	40	16.81%	8.75
Engineer III	42.81	80	40.00%	17.13	60	33.33%	14.27	120	31.58%	13.52	20	20.00%	8.56	280	35.90%	15.37	80	33.61%	14.39
Engineer II	36.90	60	30.00%	11.07	60	33.33%	12.30	200	52.63%	19.42	60	60.00%	22.14	280	35.90%	13.24	80	33.61%	12.40
Engineer I	31.58																		
Environ. Scientist V	57.39																		
Natural Resources Mngr.	49.15																		
Engineer Tech V	54.18																		
Engineer Tech IV	46.21																		
Engineer Tech III	37.91																		
Engineer Tech II	29.52																		
Engineer Tech I	24.93																		
Spatial Tech. Manager	59.03																		
Spatial Tech. Prof. III	43.83																30	12.61%	5.52
Spatial Tech. Prof. II	33.36																		
Survey Manager	45.60																		
Project Surveyor	36.81																		
Survey Tech.	26.35																		
CADD Technician III	43.88																		
Marketing Prof. IV	46.93																		
Marketing Prof. III	34.78																		
Admin. Support IV	39.52																8	3.36%	1.33
Admin. Support III	30.15																		
TOTALS		200.0	100%	$45.20	180.0	100%	$45.46	380.0	100%	$41.89	100.0	100%	$41.12	780.0	100%	$45.07	238.0	100%	$42.40

EXHIBIT C
OTHER REQUIRED PROPOSAL/DOCUMENTS

N/A

DocuSign Envelope ID: 3CD1E9B5-D620-4316-85DE-3884FA830B93

RESOLUTION NO. 2022 - 13

A RESOLUTION DESIGNATING SELECT FIRMS, THROUGH THE FY22 MULTI-YEAR PROFESSIONAL ARCHITECTURAL AND ENGINEERING SERVICES REQUEST FOR QUALIFICATIONS (RFQ #2022-25), THAT ARE THE MOST QUALIFIED TO PERFORM GENERAL ARCHITECTURAL AND ENGINEERING SERVICES FOR A THREE-YEAR PERIOD, WITH THE OPTION TO REQUALIFY THE FIRMS FOR TWO ADDITIONAL, ONE-YEAR PERIODS

WHEREAS, the City of Bloomington, Illinois ("City") is a home-rule municipality operating and existing under the laws of Illinois and its home-rule authority and enacts this Resolution under said authority; and

WHEREAS, properly maintained public streets, sidewalks, sewers, water mains, buildings, parks, equipment, facilities, and other infrastructure are vital to the public health, public safety, and economic vitality of the community; and

WHEREAS, the City Council has received or adopted the City of Bloomington Streets, Sidewalks, Sewers, Lighting, Bicycle, Parks, Miller Park Zoo, and Facilities Master Plans; and

WHEREAS, the maintenance, repair, and construction of projects identified in these master plans, as included in the capital plan, and as arise from time to time often require professional architectural and engineering services; and

WHEREAS, the City issued a request for qualifications for the professional architectural and engineering services and have evaluated the firms deemed to be the most qualified to provide said services to the City using a QBS - Qualifications Based Selection process; and

WHEREAS, the City Council finds it to be in the best interest of the City to designate and select firms that are the most qualified to perform professional architectural and engineering services to the City;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Bloomington, McLean County, Illinois:

SECTION 1. The recitals set forth above are incorporated in this Section 1 as if fully stated herein.

SECTION 2. The City Council hereby determines that the firms, as outlined in Exhibit A, are deemed to be the most qualified to provide services in the stated fields of general architecture, engineering, and land surveying services to the City and hereby selected accordingly.

SECTION 3. The firms outlined in Exhibit A shall be and are deemed the most qualified to provide the respective and identified professional services to the City. Except where individual specific RFQs are issued for projects that are complex, unique, or include specific grant or funding requirements, otherwise all projects where the City needs to utilize an outside professional within architectural, engineering and/or land surveying fields, it shall utilize the list attached as Exhibit A and within said categories review the submittal information from each qualified firm to determine the most qualified for the specific project. City staff shall

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then negotiate with the firm it deems as most qualified for the specific project and if an agreement is reached on contractual terms and price, the proposed firm contract shall be recommended for selection and approval. If an agreement cannot be reached as to contractual terms and price with the firm selected as the most qualified, it shall then begin negotiating with the next selected firm and this process shall continue until an agreement can be reached.

SECTION 4. The determination of qualifications set forth herein shall be valid for three-years, although upon re-submission of qualifications, City staff may extend the qualifications of any of the firms listed in Exhibit A for two additional one-year periods. City's procurement manager shall send a re-submission certification letter to the firms forty- five (45) days prior to expiration of the three-year initial period. Re-qualification and extension of either period shall be demonstrated by written correspondence to the firm from the City's procurement manager.

SECTION 5. In the event that any section, clause, provision, or part of this Resolution shall be found and determined to be invalid by a court of competent jurisdiction, all valid parts that are severable from the invalid parts shall remain in full force and effect.

SECTION 6. The City Clerk is hereby authorized to publish this ordinance in pamphlet form as provided by law.

SECTION 7. This Resolution shall be effective immediately.

PASSED this 9th day of May 2022.

APPROVED this 10th day of May 2022.

CITY OF BLOOMINGTON

Mboka Mwilambwe

Mboka Mwilambwe, Mayor

ATTEST

Leslie Smith-Yocum

Leslie Smith-Yocum, City Clerk

EXHIBIT A

MULTI YEAR PROFESSIONAL ARCHITECTUAL and ENGINEERING SERVICES (RFQ 2022-25)

SELECTED FIRMS

		A: Architectural		B: Structural		C: Potable Water		D: Utility		E: Transportation		F: Land Survey		G: Asset Management		H: Environmental		I. Arc Flash		J. Geotech & Pavement	
No.	Company	Small	Large	Small	Large	Small	Large	Small	Large	Small	Large	Small	Large	Small	Large	Small	Large	Small	Large	Small	Large
1	Bailey Edward Design	X	X																		
2	Baxter & Woodman					X	X	X	X												
3	BKV Group	X	X																		
4	CDM Smith					X	X	X	X												
5	Clark Dietz							X	X	X	X							X	X		
6	Cloudpoint													X	X						
7	CMT	X	X					X	X												
8	Cordogan Clark	X	X																		
9	Design Mavens	X																			
10	Dewberry Engineers	X	X															X	X		
11	DLZ			X	X					X											
12	Donohue			X	X	X	X	X	X												
13	Farnsworth Group	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X				
14	Fehr Graham															X	X				
15	Hanson			X	X					X	X			X	X	X	X			X	X
16	Hazen					X	X							X	X						
17	Kaskaskia			X	X					X	X					X	X			X	X
18	Lewis Yockey Brown											X									
19	Lochmueller Group									X	X					X	X				
20	Midwest Engineering									X	X	X									
21	Northwater Consulting															X	X				
22	RJN Group							X	X					X	X						
23	Scharnett Architects	X																			
24	Stanley Consultants			X	X	X	X	X	X	X	X							X	X		
25	TWM			X	X					X	X	X	X								
26	Walker Consultants			X	X																
27	WHKS			X	X	X	X	X	X												

Note: Small projects are defined as those where the fees is less than $50,000.00. Large projects are defined as those where the fee is $50,000.00 or greater.

CONSENT AGENDA ITEM NO. 7.F

FOR COUNCIL: August 22, 2022

WARD IMPACTED: Ward 3 and City-Wide Impact

SUBJECT: Consideration and action to approve the First Amendment to Economic Incentive Agreement by and between the City of Bloomington, Illinois and Toastman Group II, Inc., as requested by the Economic & Community Development Department.

RECOMMENDED MOTION: The proposed Amendment be approved.

STRATEGIC PLAN LINK:
Goal 3. Grow the Local Economy
Goal 3. Grow the Local Economy

STRATEGIC PLAN SIGNIFICANCE:
Objective 3b. Attraction of new targeted businesses that are the "right" fit for Bloomington
Objective 3c. Revitalization of older commercial homes

BACKGROUND: Toastman Group II, Inc is the owning entity for the development known as "Egg Republic", located at 511 Chancellor Drive. In February of 2022, Toastman Group II, Inc entered into a five (5) year lease for the property in order to develop the location into Egg Republic, a breakfast and lunch restaurant to operate seven (7) days a week from 7:00 a.m. to 3:00 p.m. The business is expected to invest $792,500 into the property and anticipates creating 25 new jobs, 15 full-time and 10 part-time employees.

The Toastman Group II, Inc submitted an incentive application on January 27th, 2022 to the City in Bloomington requesting financial assistance in order to make the redevelopment of the property financially feasible. According to Peckham Guyton Albers & Viets, Inc. (PGAV), which conducted a full financial analysis of the development project, this incentive is necessary to make the project financially viable. As structured, the Municipal Sales Tax Reimbursement agreement protects the City by guaranteeing that it will collect fifty percent (50%) of the Municipal Sales Tax generated by the project over the agreement, and then one hundred percent (100%) after the fulfillment of the agreement. As structured, the incentive agreement will be fulfilled (i) once the total reimbursement equals 20% of the total project cost, $158,500, or (ii) August 31, 2027, whichever comes first.

On April 25th, 2022, City Council approved the Economic Incentive Agreement by and between the City of Bloomington, Illinois and Toastman Group II, Inc with the aforementioned reimbursement agreement. The agreement also included an obligation that the Developer, Toastman Group II, Inc, present a plan to the City specifying the improvements to be made, which Toastman Group II, Inc fulfilled. The Developer was also obligated to obtain a certificate of occupancy from the City on or before August 31, 2022 and to renovate 511 Chancellor Drive in order to open the Business on or before August 31, 2022 unless delayed by Force Majeure, causes beyond the reasonable control of the Developer.

Due to the COVID-19 pandemic, local building conditions, and other world events, supply chains for both labor and building materials have become back-logged and delayed making it difficult to get the necessary materials needed to complete the renovation of the property. These delays qualify under Force Majeure, being outside of the reasonable control of the Developer, which allows for this amendment extending the date to obtain a Certificate of Occupancy and the date to open the Business to be on or before October 31st, 2022. This extension was agreed to be a reasonable extension through conversations with both Toastman Group II, Inc and the City of Bloomington's Building and Safety Division.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: This amendment provides additional time for the Business to complete renovations and open a new business within the City of Bloomington. Without this time extension, the Incentive Agreement passed by City Council on April 25th, 2022 would become null and void, leaving a financial gap in the project financing and making the project financially unviable.

AMERICAN RESCUE PLAN FUNDING IMPACT: N/A

COMMUNITY DEVELOPMENT IMPACT: **This request meets the following goals and objectives of the Bloomington Comprehensive Plan 2035**: Comprehensive Plan Goals: ED-4 Enhance the image of Bloomington as a business friendly community. ED-4.2 Prioritize infill and redevelopment to spur growth and reinvestment in the City. ED-4.5 Identify and reduce barriers for local growth and economic development.

Respectfully submitted for consideration.

Prepared by: Ellen Robertson, Sr. Economic Development Specialist

ATTACHMENTS:
E&CD 1B First Amendment Toastman Egg Republic_Signed
E&CD 1C Egg Republic Economic Incentive Agreement_Executed

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FIRST AMENDMENT TO ECONOMIC INCENTIVE AGREEMENT BY AND BETWEEN THE CITY OF BLOOMINGTON, ILLINOIS AND TOASTMAN GROUP II, INC

This First Amendment, made and entered into this ___ day of August, 2022, by and between THE CITY OF BLOOMINGTON, ILLINOIS, (hereinafter "CITY"), and TOASTMAN GROUP II, INC, (hereinafter "DEVELOPER"), WITNESSETH that:

WHEREAS, on April 26, 2022, an Economic Incentive Agreement ("Agreement") was made between CITY and DEVELOPER for reimbursement of 50% of both Municipal Sales tax revenue and Food and Business tax revenue to assist in the redevelopment of 511 Chancellor Drive, Bloomington, Illinois ("Subject Property"); and

WHEREAS, there has been a delay preventing DEVELOPER from receiving a certificate of occupancy for the Subject Property; and

WHEREAS, the parties desire to amend the Agreement, as set forth herein, to extend the occupancy date; and

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

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

2. Amendment to Agreement. Section 2(B) of the Agreement shall be amended as follows:

> "B. On or before June 30, 2022 the Developer shall present a plan to the City specifying the improvements to be made to the Subject Property for its approval and within thirty (30) days of approval by the City, the Developer shall have obtained all permits necessary pursuant to all applicable City Codes and laws of the State; commence construction of the Project in a good and workmanlike manner in accordance with the standards set forth in the City Code and all applicable laws of the State of Illinois; and, continue construction until completion and obtain a certificate of occupancy from the City on or before ~~August 31, 2022~~October 31, 2022."

3. Amendment to Agreement. Sections 2(C)of the Agreement shall be amended as follows:

> "C. The Developer covenants and agrees to renovate the Subject Property in order to open the Business, to be called Egg Republic, on or before ~~August 31, 2022~~October 31, 2022, unless delayed by Force Majeure as described in Section 6 and further covenants and agrees to continue to operate for a period not less than five (5) years."

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4. In all other respects the Economic Incentive Agreement shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment to the Agreement for Economic Incentive in duplicate this day and year first above written.

CITY OF BLOOMINGTON

By: _____
Its City Manager

ATTEST:

By: _____
Its City Clerk

TOASTMAN GROUP II, INC

By: [redacted]
Its Representative

ATTEST:

By: _____
Its Secretary

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ECONOMIC INCENTIVE AGREEMENT
by and between
THE CITY OF BLOOMINGTON, ILLINOIS
and
Toastman Group II, Inc

THIS ECONOMIC INCENTIVE AGREEMENT is entered into this 26th day of April 2022, by and between the City of Bloomington, Illinois, an Illinois municipal corporation (the "*City*"), and Toastman Group II, Inc., doing business as Egg Republic (the "*Developer*").

PREAMBLES

WHEREAS, the City is a duly organized and validly existing home-rule municipality pursuant to Article VII, Section 6a) of the Constitution of the State of Illinois of 1970 and as such, may exercise any power and perform any function pertaining to its government and affairs; and,

WHEREAS, the Mayor and City Council (the "*Corporate Authorities*") have acknowledged that one of the primary goals of local government is to promote the health, safety and welfare of its citizens by encouraging private investment in industry, business and housing in order to enhance the City's tax base, ameliorate blight and provide job opportunities for its residents; and,

WHEREAS, the Corporate Authorities have also acknowledged that in order to accomplish its goal to promote the health, safety and welfare of its citizens, there is often a need for economic assistance to address some of the extraordinary measures required to accomplish private investment in industry, business and housing; and,

WHEREAS, the City has identified certain commercial areas within its municipal boundaries where the existence of certain factors, such as excessive vacancies, deteriorating

buildings and/or deteriorating common areas; which factors, if not addressed, shall result in a disproportionate expenditure of public funds, decline of the City's tax base and loss of job opportunity for its residents; and,

WHEREAS, the City has determined that the area located in the vicinity of S. Hershey Rd and Illinois State Route 9, is an important commercial center of the City and its appearance and operations are essential to the business strength of the City; and,

WHEREAS, the Developer has entered into a lease agreement for a term of no less than five (5) years for the property located at 511 Chancellor Drive, Bloomington, Illinois (the "*Subject Property*") and has approached the City with a proposal to redevelop the Subject Property, which has been vacant for several years for the purpose of redeveloping the building into a breakfast and lunch restaurant (the *"Business");* and,

WHEREAS, the Developer has advised the City that in order to proceed to redevelop the Subject Property, it shall be required to undertake substantial improvements thereto (the "*Project*"), thereby incurring extraordinary costs and has requested financial assistance from the City due to such extraordinary costs; and,

WHEREAS, the Corporate Authorities have reviewed the proposal from the Developer and the commitments to undertake the Project on the part of the Developer and have determined that it is in the best interest of the City and the health, safety and welfare of its residents, for the City to provide some financial assistance to the Developer for the extraordinary costs to be incurred in connection with the Project, upon the terms, conditions and limitations as hereinafter set forth.

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

Section 1. Incorporation of Recitals.

All of the recitals contained in the Preambles to this Agreement are hereby incorporated into this Agreement as though restated in this Section.

Section 2. Obligations of the Developer.

A. On or before May 31, 2022 the Developer covenants and agrees to deliver to the City an executed lease for the Subject Property for a term of no less than five (5) years.

B. On or before June 30, 2022 the Developer shall present a plan to the City specifying the improvements to be made to the Subject Property for its approval and within thirty (30) days of approval by the City, the Developer shall have obtained all permits necessary pursuant to all applicable City Codes and laws of the State; commence construction of the Project in a good and workmanlike manner in accordance with the standards set forth in the City Code and all applicable laws of the State of Illinois; and, continue construction until completion and obtain a certificate of occupancy from the City on or before August 31, 2022.

C. The Developer covenants and agrees to renovate the Subject Property in order to open the Business, to be called Egg Republic, on or before August 31, 2022, unless delayed by Force Majeure as described in Section 6 and further covenants and agrees to continue to operate for a period not less than five (5) years.

D. Developer covenants that an investment of approximately $792,500.00 shall be made to renovate the Project and commence operation of the Business.

E. Developer covenants and agrees, throughout the term of this Agreement to maintain the Subject Property and operate the Business in conformance with all applicable City Codes and laws of the State of Illinois.

F. The Developer covenants and agrees to comply with the Illinois Prevailing Wage Act, 820 ILCS 130/0.01 *et seq*. (the "*Prevailing Wage Act*"), if and to the extent the Developer's receipt of funds from the City pursuant to this Agreement causes the Developer to become subject to the Prevailing Wage Act.

Section 3. Obligations of the City to Reimburse the Developer.

A. Provided that the Developer has satisfied the requirements as stated in Section 2 and commenced construction and obtaining a certificate of occupancy for the Business on or before August 31, 2022, the City hereby covenants and agrees to annually reimburse the Developer in amounts equal to fifty percent (50%) of the Municipal Sales Tax revenue and fifty percent (50%) of the Food & Beverage Tax revenue (together known as the "*Tax Revenue*") generated by the project and collected by the Illinois Department of Revenue from "Egg Republic" over a period not to exceed (i) $158,500 or (ii) 5 years, whichever comes sooner. The first rebate being March 31, 2023, for Tax Revenue for the 2022 calendar year. It is understood and agreed that the sales taxes to be rebated shall include Municipal Use and Occupation Taxes distributed to the City by the Illinois Department of Revenue pursuant to the Use Tax Act and the Retailers' Occupation Tax Act of the State of Illinois (the "Municipal Sales Tax") and the sales taxes remitted by the Developer directly to the City (Prepared Food & Beverage Tax and Package Liquor Tax) (the "Food and Beverage Tax"). The rebate to the Developer on or before March 31, 2023, shall include Tax Revenue generated by the Business and distributed to the City for calendar year 2022.

B. In no event shall the taxes generated by any other restaurant operated by the Developer or transferred to the City from any other Illinois Business Tax number be included when calculating the Tax Revenue.

C. The first payment shall be made to the Developer on or before March 31, 2023 and annually on or before March 31st each year thereafter of Tax Revenue distributed to the City for the prior calendar year until the first to occur (i) the Developer has received a total of $158,500; or (ii) the Developer has received the Tax Revenue accrued for the period ending August 31, 2027, payable March 31, 2028.

D. In the event the Developer ceases to operate the Business at the Subject Property at any time during the term of this Agreement, other than a temporary cessation of operations for reasonable business purposes such as remodeling or as a result of a Force Majeure, the Developer covenants and agrees to repay the City for amounts paid by the City under the terms of this Agreement according to the following schedule:

Year of Termination of Operations	Percentage of Prior Amounts Received by Developer to be Repaid to City
2022	100%
2023	100%
2024	80%
2025	60%
2026	40%
2027	20%

E. The City shall treat this Agreement as an agreement to share or rebate occupation taxes and shall timely comply with the reporting requirements of 65 ILCS § 5/8-11-21.

Section 4. Term.

Unless earlier terminated pursuant to Section 15 hereof, the term of this Agreement shall commence on May 31, 2022 and shall run until the first to occur of (i) the Developer receiving total payments from the City in the amount of $158,500, or (ii) March 31, 2028.

Section 5. No Liability of City to Others for Developer's Expenses.

The City shall have no obligations to pay costs of the Project or to make any payments to any person other than the Developer, or its successors or assigns, nor shall the City be obligated to pay any contractor, subcontractor, mechanic, or materialman providing services or materials to the Developer for the construction and development of the Project.

Section 6. Time; Force Majeure.

Time is of the essence of this Agreement; provided, however, a party shall not be deemed in material breach of this Agreement with respect to any of such party's obligations to be performed under this Agreement, if such party fails to timely perform the same and such failure is due in whole or in part to any strike, lock-out, labor trouble (whether legal or illegal), civil disorder, inability to procure materials, wet soil conditions, failure or interruptions of power, restrictive governmental laws and regulations, condemnations, riots, insurrections, war, fuel shortages, accidents casualties, floods, earthquakes, fires, acts of God, epidemics, quarantine restrictions, freight embargoes, acts caused directly or indirectly by the other party (or the other party's agents, employees or invitees) or similar causes beyond the reasonable control of such party ("*Force Majeure*"). If one of the foregoing events occurs or either party claims that such an event occurred, the party to whom such claim is made shall investigate and consult with the party making such claim, and the party to whom such claim is made shall grant any extension for the performance of the unsatisfied obligation equal to the period of the delay, which period shall commence to run from the time of the commencement of the Force Majeure; provided that the failure of performance was reasonably caused by such Force Majeure.

Section 7. Assignment.

This Agreement may not be assigned by the Developer without the prior written consent of the City, which consent shall not be unreasonably withheld.

Section 8. Developer Indemnification.

The Developer shall indemnify and hold harmless the City, its agents, officers and employees against all injuries, deaths, losses, damages, claims, suits, liabilities, judgments, costs, and expenses (including any liabilities, judgments, costs and expenses and reasonable attorney's fees) which may arise directly or indirectly from the failure of the Developer, or any contractor, subcontractor, agent, or employee thereof (so long as such contractor, subcontractor, agent, or employee thereof is hired by the Developer) to timely pay any contractor, subcontractor, laborer, or materialman, from any default or breach of the terms of this Agreement by the Developer; or from any negligence or reckless or willful misconduct of the Developer or any contractor, subcontractor, agent, or employee thereof (so long as such contractor, subcontractor or agent or employee is hired by the Developer, or one of its subcontractors, agents, or employees). The Developer shall, at its own cost and expense, appear, defend, and pay all charges of attorneys, costs, and other expenses arising therefrom or incurred in connection therewith. If any judgment shall be rendered against the City, its agents, officers, officials, or employees in any such action, the Developer shall have no obligation whatsoever, with respect to any acts of negligence or reckless or willful misconduct on the part of the City or any of its officers, agents, employees, or contractors.

Section 9. Waiver.

Any party to this Agreement may elect to waive any remedy it may enjoy hereunder, provided that no such waiver shall be deemed to exist unless the party waiving such right or remedy does so in writing. No such waiver shall obligate such party to waive any right or remedy hereunder, or shall be deemed to constitute a waiver of other rights and remedies provided said party pursuant to this Agreement.

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Section 10. Severability.

If any section, subsection, term, or provision of this Agreement or the application thereof to any party or circumstance shall, to any extent, be invalid or unenforceable, the remainder of said section, subsection, term, or provision of this Agreement, or the application of same to parties or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby.

Section 11. Notices.

All notices, demands, requests, consents, approvals, or other instruments required or permitted by this Agreement shall be in writing and shall be executed by the party, or an officer, agent, or attorney of the party, and shall be deemed to have been effective as of the date of actual delivery, if delivered personally, or as of the third (3rd) day from and including the date of posting, if mailed by registered or certified mail, return receipt requested, with postage prepaid, addressed as follows:

To the Developer:

ALL ABOUT CO
420 PODLIN DR
FRANKLIN PARK IL 60131 email: [redacted]
p: 312-823-9590

With a copy to: _____
_____
_____

To the City:

Tim Gleason, City Manager
City of Bloomington
115 E. Washington St.
Bloomington, Illinois 61701

With copies to:

Kathleen Field Orr
2024 Hickory Road
Suite 205
Homewood, Illinois 60430

City of Bloomington
Attn: Legal Department
115 E. Washington St.
Bloomington, IL 61701

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Section 12. Successors in Interest.

This Agreement shall be binding upon and inure to the benefit of the parties to this Agreement and their respective successors and assigns.

Section 13. No Joint Venture, Agency, or Partnership Created.

Neither anything in this Agreement nor any acts of the parties to this Agreement shall be construed by the parties or any third person to create the relationship of a partnership, agency, or joint venture between or among such parties.

Section 14. No Discrimination – Construction.

The Developer, or its successors or assigns, agrees that with respect to the development of the Project it shall not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Developer shall take affirmative action to require that applicants are employed and that employees are treated during employment, without regard to their race, creed, color, religion, sex or national origin. Such action shall include, but not be limited to, the following: employment upgrading, demotion or transfer; recruitment or recruitment advertising and solicitations or advertisements for employees; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Developer agrees to post in conspicuous places, available to employees and applicants for employment, notices, which may be provided by the City, setting forth the provisions of this nondiscrimination clause.

Section 15. Remedies – Liability.

(a) If, in the City's judgment, the Developer is in material default of this Agreement, the City shall provide the Developer with a written statement indicating any failure on the

Developer's part to fulfill its obligations under this Agreement. Except as required to protect against further damages, the City may not exercise any remedies against the Developer in connection with such failure until thirty (30) days after giving such notice. If such default cannot be cured within such thirty (30) day period, such period shall be extended for such time as is reasonably necessary for the curing of the same, so long as the Developer has shown diligent efforts to proceed with such cure; if such default is cured within such extended period, the default shall not be deemed to constitute a breach of this Agreement. A default not cured as provided above shall constitute a breach of this Agreement. Any failure or delay by the City in asserting any of its rights or remedies as to any default or alleged default or breach shall not operate as a waiver of any such default or breach of any rights or remedies it may have as a result of such default or breach.

(b) If the Developer materially fails to fulfill its obligations under this Agreement after notice is given by the City and any cure periods described in paragraph (a) above have expired, the City may elect to terminate this Agreement or exercise any right or remedy it may have at law or in equity, including the right to specifically enforce the terms and conditions of this Agreement.

(c) If prior to completion of the Project, any voluntary or involuntary petition or similar pleading under any section of any bankruptcy or insolvency act shall be filed by or against the Developer; or any voluntary or involuntary proceeding in any court or tribunal shall be instituted to declare the Developer insolvent or unable to pay the Developer's debts; or the Developer makes an assignment for the benefit of its creditors; or a trustee or receiver is appointed for the Developer or for the major part of the Developer's property; the City may elect, but is not required to, terminate this Agreement with or without notice, to the extent

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permitted by law and enforceable under applicable federal bankruptcy laws. At such time, repayment by the Developer of funds issued by the City as outlined in Section 3(D) shall commence. In order to terminate this Agreement for any reason described in this sub-section (c), the City's sole obligation shall be to record a Certificate of Default with the McLean County Recorder's Office, executed by the Mayor or the City Manager, stating that this Agreement is terminated pursuant to the provisions of this Section 16(c), in which event this Agreement shall *ipso facto* automatically become null and void and of no further force and effect.

(d) If, in the Developer's judgment, the City is in material default of this Agreement, the Developer shall provide the City with a written statement indicating in adequate detail any failure on the City's part to fulfill its obligations under this Agreement. The Developer may not exercise any remedies against the City in connection with such failure until thirty (30) days after giving such notice. If such default cannot be cured within such thirty (30) day period, such period shall be extended for such time as is reasonably necessary for the curing of the same, so long as the City has shown diligent efforts to proceed with such cure; if such default is cured within such extended period, the default shall not be deemed to constitute a breach of this Agreement. Any failure or delay by the Developer in asserting any of its rights or remedies as to any default or any alleged default or breach shall not operate as a waiver of any such default or breach of any rights or remedies it may have as a result of such default or breach.

(e) In addition to any other rights or remedies, a party may institute legal action against the other party to cure, correct, or remedy any default, or to obtain any other remedy consistent with the purpose of this Agreement, either at law or in equity, including, but not limited to, the equitable remedy of an action for specific performance; provided, however, no recourse for any claim under or upon any obligation contained in this Agreement shall be had

against the City, its officers, agents, attorneys, representatives, or employees, in any amount or in excess of any specific sum agreed to be paid by the City pursuant to this Agreement; and no liability, right, or claim at law or in equity shall be attached to or incurred by the City, its officers, agents, attorneys, representatives, or employees in any amount in excess of any specific sums agreed by the City to be paid hereunder, and any such claim is hereby expressly waived and released as a condition of and as consideration for the execution of this Agreement by the City.

(f) The rights and remedies of the parties are cumulative and the exercise by a party of one or more such rights or remedies shall not preclude the exercise, at the same time or different times, of any other rights or remedies for the same default or for any other default by the other party.

(g) This Agreement and all matters pertaining hereto shall be governed by Illinois law and any dispute arising therefrom shall be litigated in McLean County, Illinois, the county wherein the Subject Property is located.

Section 16. Amendment.

This Agreement, and any exhibits attached to this Agreement, may be amended only in a writing signed by all parties with the adoption of any ordinance or resolution of the City approving the amendment, as provided by law, and by execution of the amendment by the parties or their successors in interest. Except as otherwise expressly provided herein, this Agreement supersedes all prior agreements, negotiations, and discussions relative to the Project.

Section 17. Freedom of Information Act.

This Agreement is subject to the Freedom of Information Act (FOIA).

Section 18. Counterparts.

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

[SIGNATURE PAGE FOLLOWS]

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers on the above date at Bloomington, Illinois.

City of Bloomington, McLean County, an Illinois municipal corporation

By: _____
Mayor

Attest:

_____
City Clerk

Toastman Group II, Inc an Illinois Incorporated Business

By: [redacted]
President

Attest: [redacted]

_____
Secretary

CONSENT AGENDA ITEM NO. 7.G

FOR COUNCIL: August 22, 2022

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and action to approve a Contract with Wilcox Electric & Service, Inc. in the amount of $153,235 for replacing the City Hall Generator (Bid #2023-04), as requested by the Facilities Department.

RECOMMENDED MOTION: The proposed Contract be approved.

STRATEGIC PLAN LINK:
Goal 2. Upgrade City Infrastructure and Facilities
Goal 5. Great Place - Livable, Sustainable City

STRATEGIC PLAN SIGNIFICANCE:
Objective 2d. Well-designed, well maintained City facilities emphasizing productivity and customer service
Objective 5a. Well-planned City with necessary services and infrastructure

BACKGROUND: The emergency backup generator at City Hall is nearly 30 years old and past its serviceable life. The fuel tank that supplies the generator is showing signs of deterioration and may have water infiltration occurring. In addition, the generator is located in the basement of City Hall which poses fire and safety concerns. Since the backup generator provides emergency power for City servers and the police communication system, replacement is necessary. This project includes the installation of a new generator located outside the building, a new automatic transfer switch, conduit, wiring and other incidentals needed for a fully operational emergency backup power supply. The work also involves some sidewalk, curbing and pavement removal and replacement. The new sidewalk and curbing will be installed in accordance with applicable Americans with Disabilities standards. Industry standard includes a one year service and maintenance agreement for the new system. A three year extension to this standard agreement was also included in the bid and Wilcox submitted the lowest cost of $3,250. The Fleet Maintenance division of Public Works evaluated the cost for the maintenance extension and believes that it is a good value.

A summary of the submitted bids follows and the full bid tabulation is attached. Although both bidders are local, the local preference policy did not impact the lowest bid. Staff recommend awarding the base bid and alternate to Wilcox Electric & Service, Inc.

Contractor	Total Bid
Wilcox Electric & Service, Inc.	$153,235
Twin City Electric	$189,965

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: This work was advertised in *The Pantagraph* on July 20, 2022 and a pre-bid meeting was held at 11:00 a.m. on July 26, 2022.

FINANCIAL IMPACT: If approved, $153,235 will be awarded for this project. Funding for this project is included in the FY 2023 Budget under Capital Improvement-Buildings account (40100100-72520). Budgeted funding includes $60,000 for the generator replacement and the remaining $93,235 from ADA and Life Safety Improvements. Stakeholders can locate this in the FY 2023 Budget Book titled "Other Funds & Capital Improvement" on pages 81, 83, 224, 246, 247, 255, 256, 257 and 258.

AMERICAN RESCUE PLAN FUNDING IMPACT: N/A

COMMUNITY DEVELOPMENT IMPACT: **This request meets the following goals and objectives of the Bloomington Comprehensive Plan 2035**: Goal UEW-1.1 Maintain the existing City operated infrastructure in good condition.

Respectfully submitted for consideration.

Prepared by: Russ Waller, Director of Facility Management

ATTACHMENTS:
FAC 1B City Hall Generator Replacement Contract_Wilcox
FAC 1C City Hall Generator Replacement Bid Tabulation
FAC 1D COLI_Wilcox

CITY OF BLOOMINGTON AGREEMENT WITH
Wilcox Electric & Service, Inc.
FOR
City Hall Generator Replacement

THIS AGREEMENT, dated this ~~11~~ day of August, 2022, is between the City of Bloomington, IL (hereinafter "CITY") and Wilcox Electric & Service, Inc. (hereinafter "VENDOR"). CITY and VENDOR may hereinafter collectively be referred to as the "PARTIES" and individually as the "PARTY".

NOW THEREFORE, the PARTIES agree as follows:

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

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

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

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

☑ This Agreement was subject to the following procurement initiative by the CITY: City Hall Generator Replacement, Bid 2023-04 (hereinafter "REQUEST"). Accordingly, the provisions of the REQUEST and the proposal submitted by VENDOR (hereinafter collectively referred to as "PROCUREMENT DOCUMENTS" and attached hereto), shall be incorporated into this Agreement and made a part thereof and shall be considered additional contractual requirements that must be met by VENDOR. In the event of a direct conflict between the provisions of this Agreement and the incorporated PROCUREMENT DOCUMENTS, the provisions of this Agreement shall prevail.

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

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

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

☑ Fees as set forth in the Payment Terms attached as Exhibit B, attached hereto and incorporated herein not to exceed $ 153,235.00.

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

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

☑ This Agreement is subject to bonding requirements.

i. It is therefore understood that the VENDOR will furnish, at no expense to the CITY, Payment and Performance Bonds to the CITY in the amount of the contract as stated in Section 4 executed by the VENDOR and at least two sureties as set forth under the Laws of the State of Illinois, as a guarantee that the VENDOR will timely and faithfully perform the work outlined herein.

ii. Said bond shall be conditioned to save and keep harmless said CITY from any and all claims, demands, losses, suits, costs, expenses, and damages which may be brought, sustained, or recovered against said CITY by reason of any negligence, default, or failure of the said VENDOR in designing, building, constructing, or completing said improvement and its appurtenances, or any part thereof, and that said improvement when constructed shall be free from all defects and remain in good order and condition for one year from its completion and acceptance by the CITY, ordinary wear and tear, and damage resulting from accident or willful destruction excepted; which bond is attached hereto and made a part hereof.

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

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

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

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

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

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

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

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

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

Section 13. **Representations of VENDOR.** VENDOR hereby represents it is legally able to perform the work that is subject to the Agreement.

Section 14. **Compliance with Local, State, and Federal Laws.** VENDOR agrees that any and all work by VENDOR shall at all times comply with all laws, ordinances, statutes, and governmental rules, regulations and codes.

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

☐ This Agreement is not for "public works" and therefore Prevailing Wage does not apply.

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

Section 16. **Equal Opportunity Employment.** During the performance of this Agreement, the VENDOR agrees as follows:

i. The VENDOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The VENDOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The VENDOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

ii. The VENDOR will, in all solicitations or advertisements for employees placed by or on behalf of the VENDOR, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

iii. The VENDOR will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the VENDOR's legal duty to furnish information.

iv. The VENDOR will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the VENDOR's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

Section 17. **Access to Records.** The following access to records requirements apply to this Agreement:

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

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

Section 18. **Compliance with FOIA Requirements.** VENDOR further explicitly agrees to furnish all records related to this Agreement and any documentation related to CITY required under the Illinois Freedom of Information Act (ILCS 140/1 et seq.) (hereinafter "FOIA") request within five (5) business days after CITY issues notice of such request to VENDOR. VENDOR agrees to not apply any costs or charge any fees to the CITY regarding the procurement of records required pursuant to a FOIA request. VENDOR agrees to defend, indemnify, and hold harmless CITY, and agrees to pay all reasonable costs connected therewith (including, but not limited to, reasonable attorney's and witness fees, filing fees, and any other expenses) for CITY to defend any and all causes, actions, causes of action, disputes, prosecutions, of conflicts arising from VENDOR actual or alleged violation of FOIA, or VENDOR failure to furnish all documentation related to a request within five (5) business days after CITY

issues notice of request. Furthermore, should VENDOR request that CITY utilize a lawful exemption under FOIA in relation to any FOIA request, thereby denying that request, VENDOR agrees to pay all costs connected therewith (such as reasonable attorney's and witness fees, filing fees, and any other expenses) to defend the denial of the request. The defense shall include, but not be limited to, challenged or appealed denials of FOIA requests to either the Illinois Attorney General or a court of competent jurisdiction. VENDOR agrees to defend, indemnify, and hold harmless CITY, and agrees to pay all costs connected therewith (such as reasonable attorney's and witness fees, filing fees, and any other expenses) to defend any denial of a FOIA request by VENDOR request to utilize a lawful exemption to CITY.

Section 19. **Notices.** All legal notices given in connection with this Agreement shall be made in writing and deemed complete by way of (a) hand delivery; (b) registered mail, postage prepaid; or (c) electronic mail with notice of receipt by the other PARTY at the following addresses or at such other address for a PARTY as shall be specified by like notice:

If to VENDOR:

Wilcox Electric & Service, Inc.
Attn: Jeremy
1833 W. Hove Ave
Normal, IL 61761

Copy to:
Pratt & Pratt
Attn: John Pratt
217 E. Washington St.
Bloomington, IL 61701
jlp@prattandprattpc.com

If to CITY:

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

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

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

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

Section 22. **Changes or Modifications.** This Agreement, its method of completion, its scope of work, nor its pricing may be modified or changed in any manner without the express written consent of both PARTIES via an Amendment fully executed by both PARTIES.

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

Section 24. **Joint Drafting.** The PARTIES expressly agree that this Agreement was jointly drafted, and that both had the opportunity to negotiate its terms and to obtain the assistance of counsel in reviewing its terms prior to execution. Therefore, this Agreement shall be construed neither against nor in favor of either PARTY but shall be construed in a neutral manner.

Section 25. **Attorney's Fees.** In the event that any action is filed in relation to this Agreement, the unsuccessful PARTY in the action shall pay to the successful PARTY, in addition to all the sums that either PARTY may be called on to pay, a reasonable sum for the successful PARTY's attorney's fees (including expert witness fees).

Section 26. **Paragraph Headings.** The titles to the paragraphs of this agreement are solely for the convenience of the PARTIES and shall not be used to explain, modify, simplify, or aid in the interpretation of the provisions of this Agreement.

Section 27. **Term.** The term of this Agreement shall be:

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

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

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

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

_____.

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

Section 28. **Counterparts.** This Agreement may be executed in any number of counterparts, including electronically, each of which shall be deemed to be an original, but all of which together shall constitute the same instrument.

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

CITY OF BLOOMINGTON

By: _____
Its City Manager

ATTEST:

By: _____
Its City Clerk

VENDOR Wilcox Electric & Service Inc.

By: [redacted]
Its PRESIDENT

By: [redacted]
Its Secretary

Wilcox Electric & Service Inc.

EXHIBIT A
DESCRIPTION OF SERVICES/WORK PROVIDED

Replacement of the City Hall Generator and the extended 3 year maintenance agreement in accordance with all solicitation documents for Bid 2023-04 (Base Bid & Alternate).

EXHIBIT B
PAYMENT TERMS

Payment shall be made in accordance with all solicitation documents for Bid 2023-04 (Base Bid & Alternate).

Work shall be in accordance with all solicitation documents for Bid 2023-04 (Base Bid & Alternate).

City of Bloomington
Facilities Management
Russ Waller, Director
115 East Washington Street, Suite 403, Bloomington, IL 61701

EVALUATION TABULATION

ITB No. 2023-04

City Hall Generator Replacement

RESPONSE DEADLINE: August 5, 2022 at 10:00 am

Report Generated: Friday, August 5, 2022

SELECTED VENDOR TOTALS

Vendor	Total
Wilcox Electric & Service Inc.	$153,235.00
Twin City Electric	$189,965.00

BASE BID

					Twin City Electric		Wilcox Electric & Service Inc.	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total
X	1	Generator Replacement	1	LS	$169,650.00	$169,650.00	$136,350.00	$136,350.00
X	2	Contingency (10% of Line Item #1)	1	LS	$16,965.00	$16,965.00	$13,635.00	$13,635.00
Total						$186,615.00		$149,985.00

ALTERNATE

					Twin City Electric		Wilcox Electric & Service Inc.	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total
X	A1	Additional 3-year Maintenance Agreement	1	LS	$3,350.00	$3,350.00	$3,250.00	$3,250.00
Total						$3,350.00		$3,250.00

WILCELE-01 HONEIL

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 12/31/2021

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

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

PRODUCER
First Mid Insurance Group
1090 South Route 51
Forsyth, IL 62535

CONTACT NAME: Haley O'Neil
PHONE (A/C, No, Ext): (217) 859-7042 FAX (A/C, No): (217) 877-0795
E-MAIL ADDRESS: honeil@firstmid.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : SECURA Insurance, A Mutual Company	[redacted]
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Wilcox Electric & Service, Inc.
1833 W Hovey Ave
Normal, IL 61761

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			[redacted]	12/31/2021	12/31/2022	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY X PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY			[redacted]	12/31/2021	12/31/2022	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB X OCCUR			[redacted]	12/31/2021	12/31/2022	EACH OCCURRENCE	$ 5,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 5,000,000
	DED X RETENTION $ 0							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	N / A		[redacted]	12/31/2021	12/31/2022	X PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N: N						E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
A	Leased/Rented Equip			[redacted]	12/31/2021	12/31/2022	Limit	100,000

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

CERTIFICATE HOLDER

Wilcox Electric & Service, Inc.
1833 W Hovey Ace
Normal, IL 61761

CANCELLATION

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

AUTHORIZED REPRESENTATIVE
Haley O'Neil

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CONSENT AGENDA ITEM NO. 7.H

FOR COUNCIL: August 22, 2022

WARD IMPACTED: Ward 4

SUBJECT: Consideration and action on an Ordinance Designating as a Local Landmark, and Approving a Zoning Map Amendment to add the S-4 (Historic Preservation District) Zoning Overlay, for the Property Located at 1001 N. Evans Street, as requested by the Economic & Community Development Department.

RECOMMENDED MOTION: The proposed Ordinance be approved.

STRATEGIC PLAN LINK:
Goal 4. Strong Neighborhoods
Goal 4. Strong Neighborhoods
Goal 4. Strong Neighborhoods

STRATEGIC PLAN SIGNIFICANCE:
Objective 4b. Upgraded quality of older housing stock
Objective 4c. Preservation of property/home valuations
Objective 4f. Residents increasingly sharing/taking responsibility for their homes and neighborhoods

BACKGROUND: The Petitioners are requesting the S-4 (Historic Preservation District) Overlay (Local Historic Preservation Designation) be applied to the property.

Summary of Request: 1001 N. Evans Street was constructed c. 1895. The structure is significant with respect to its architectural character and its identification with Lawson Downs Welch, Dr. J. Edgar Welch, and other members of the Welch family. The request for an S-4 Historic Preservation Overlay District (Local Historic Preservation Designation) was made to the Historic Preservation Commission and was heard at their June 16th, 2022 meeting. The Historic Preservation Commission passed Resolution 2022-01 which recommends the property located at 1001 N. Evans St. be designated as a local landmark and rezoned with the S-4 (Historic Preservation District) Zoning Overlay.

On Wednesday, August 3rd, 2022 the Planning Commission held a public hearing and voted 7-0 to recommend approval of the request. The recommendation is in alignment with Staff recommendation the findings of the Historic Preservation Commission.

For more detailed information, please see the attached Staff Memorandum to the Planning Commission and draft meeting minutes.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: The City published notice of the hearing in *The Pantagraph* on Sunday, July 17, 2022 and courtesy notices were mailed to 106 property owners within 500 feet of the subject property.

FINANCIAL IMPACT: The proposed map amendment will allow for the restoration and preservation of a historical home. This will ensure the property value is maintained and may even increase. This will result in preserving the City's tax base and potentially increasing future revenues for the City.

AMERICAN RESCUE PLAN FUNDING IMPACT: N/A

COMMUNITY DEVELOPMENT IMPACT: This request meets the following goals and objectives of the Bloomington Comprehensive Plan 2035:

The Zoning Map Amendment contributes to Goal N-1.3e (Continue to enhance the City's designated historic districts), Goal N-2 (Improve community identity and appearance by celebrating the unique nature and character of the City's individual neighborhoods), Goal N-2.2a (Identify the unique qualities of each neighborhood and promote these as destinations for desirable areas to live, work, shop and play); and Goal N-1.1 (Enhance the livability of all Bloomington neighborhoods) of the 2035 Comprehensive Plan.

Respectfully submitted for consideration.

Prepared by: Glen Wetterow, City Planner

ATTACHMENTS:
E&CD 2B Ordinance Z-09-22
E&CD 2C Staff Report Z-09-22
E&CD 2D Draft Minutes Z-09-22

ORDINANCE NO. 2022 - _____

AN ORDINANCE DESIGNATING AS A LOCAL LANDMARK, AND APPROVING A ZONING MAP AMENDMENT TO ADD THE S-4 (HISTORIC PRESERVATION DISTRICT) ZONING OVERLAY, FOR THE PROPERTY LOCATED AT 1001 N. EVANS STREET

WHEREAS, there was heretofore filed with the Economic & Community Development Department of the City of Bloomington, McLean County, Illinois, an application requesting that the property at 1001 N. Evans Street, legally described in Exhibit "A", attached hereto, be recognized for its historic and cultural significance, and that the S-4 (Historic Preservation District) Zoning Overlay be applied; and

WHEREAS, the Historic Preservation Commission, after holding a public hearing on June 16, 2022, determined that 1001 N. Evans Street possesses sufficient integrity of location, design, materials, and workmanship to make it worthy of preservation or restoration, and meets the following criteria:

1. That 1001 N. Evans Street has character, interest, or value as part of the development, heritage, or cultural characteristics of the City, County of McLean, State of Illinois, or the United States of America (the Nation); and

2. That 1001 N. Evans Street embodies distinguishing characteristics of an architectural style valuable for the study of a period, type, method of construction, or use of indigenous materials; and

3. That 1001 N. Evans Street is suitable for preservation or restoration; and

WHEREAS, the Historic Preservation Commission passed Resolution 2022-01 recommending that the Bloomington Planning Commission determine the property at 1001 N. Evans Street to be historically significant and recommend to the City Council that a Zoning Map Amendment be adopted to add the S-4 (Historic Preservation District) Overlay; and

WHEREAS, the Bloomington Planning Commission, after holding a public hearing on August 3, 2022, also determined the property at 1001 N. Evans Street meets at least one of the criteria for consideration in § 44-804B(2) of the Bloomington City Code, 1960 as amended; and

WHEREAS, the Bloomington Planning Commission determined that the Zoning Map Amendment meets the standards detailed in § 44-1706E(2) of the Bloomington City Code, 1960 as amended; and

WHEREAS, the Bloomington Planning Commission passed Resolution 2022-01 recommending that the City Council designate the property at 1001 N. Evans Street to be historically significant and that a Zoning Map Amendment be adopted to add the S-4 (Historic Preservation District) Zoning Overlay; and

WHEREAS, the City Council of the City of Bloomington has the power to adopt this Ordinance and approve the application to recognize 1001 N. Evans Street for its historic and cultural significance and adopt a Zoning Map Amendment for said property to add the S-4 (Historic Preservation District) Zoning Overlay;

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Bloomington, McLean County, Illinois:

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

Section 2. The Zoning Map Amendment to add the S-4 (Historic Preservation District) Zoning Overlay for the property at 1001 N. Evans Street legally described in Exhibit "A" is hereby approved and said property is designated a landmark.

Section 3. This Ordinance is enacted pursuant to the home rule authority of the City of Bloomington granted by Article VII, Section 6 of the 1970 Illinois Constitution;

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

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

PASSED this 22nd day of August 2022.

APPROVED this _____ day of August 2022.

CITY OF BLOOMINGTON

_____
Mboka Mwilambwe, Mayor

ATTEST

_____
Leslie Smith-Yocum, City Clerk

Exhibit "A"
Legal Description

FLAGGS 2ND ADD S1/2 LOT 16 & ALL LOT 17
PIN: 21-04-226-008

Planning Commission

TO:	Planning Commission
FROM:	Economic & Community Development Department
DATE:	August 3rd, 2022
CASE NO:	Z-09-22, S-4 Historic Preservation Overlay District
REQUEST:	Public hearing, review and action on a petition Sarah Lindenbaum & Alister Smith for an S-4 H(istoric Preservation District) Overlay (Local Historic Preservation Designation) for property located at 1001 N Evans Street (PIN: 21-04-226-008).

BACKGROUND

Petitioners' request:
The Petitioners are requesting to have the S-4 (Historic Preservation District) Overlay (Local HistoricPreservation Designation) applied to the property.

1001 N Evans Street was constructed c. 1895 and is improved with a two-and-one-half-story single-family residence. According to the applicant, the structure is significant with respect to its architectural character and its identification with Lawson Downs Welch, Dr. J. Edgar Welch, and other members of the Welch family.

The request for an S-4 Historic Preservation Overlay District (Local Historic Preservation Designation) was made to the Historic Preservation Commission and was heard at their June 16th, 2022 meeting.The Historic Preservation Commission voted to recommend approval of the S-4 designation to the Planning Commission. Additionally, the Historic Preservation Commission passed Resolution2022-01 which recommends the property located at 1001 N. Evans St. be nominated as a locallandmark and rezoned with the S-4 (Historic Preservation District) Zoning Overlay. Thisresolution found that the nominated property met the following criteria for consideration inChapter 44-8-4 (B) 2 of the Bloomington City Code, 1960, as amended: 1) its character,interest, or value as part of the development, heritage, or cultural characteristics of the City,County of McLean, State of Illinois or the United States of America (the Nation), itsembodiment of distinguishing characteristics of an architectural style value for the study of aperiod, type, method of construction, or use of indigenous materials, and its suitability for preservation or restoration.

Notice:
The application was filed in conformance with applicable procedural and public notice requirements. Notice was published in *The Pantagraph* on Sunday, July 17, 2022. Courtesy notices were mailed to 106 property owners within 500 feet of the subject property. A notice of public hearing sign was placed on the property at least 15 days prior to the hearing.

ANALYSIS

Property Characteristics:
The property at 1001 N. Evans Street consists of 0.29 acres of land located on the northeast corner of N. Evans Street and E. Walnut Street. 1001 N. Evans Street is not located within a nationally or locally designated historic district. It is not on the National Register of Historic Places or as a National Landmarks in Bloomington. It is located adjacent to the Franklin Square Nationally Designated Historic District. The petitioners purchased the home in 2021 and are the sixth (6th) known owners of the home. The home was built for Lawson Downs Welch in 1895 and was occupied by members of the Welch family until approximately 1937. The property was sold to John D. and Gertrude S. Griffard around 1940. John Griffard converted the house into four apartments in or around 1942. The home was sold in 1971 to Arthur Wayne Downen. Mr. Downen and his wife, Mary Ann, maintained the home until they sold it in 1992 to Laura and Brad Reynolds. The Reynolds undertook the project to restore the house to single-family roughly 50 years after it had been converted to apartments. This was done under the guidance of architect Russel Francois and aided with materials from Salvage One in Chicago. The Reynolds sold the home in 2016 to Andrea and Joe Fallat who then sold the home to the petitioners in 2021. Many of the distinctive Queen Anne elements have not been retained, however there are still some distinctive elements that remain. The distinctive elements remain include, the front porch columns, front porch stairs and posts, front porch skirting, eight (8) first story windows, basement windows, back porch columns, back porch boards and back porch skirting.

Surrounding Zoning and Land Uses:

	Zoning	Land Uses
North	R-2 (Mixed Residence) District	Single-Family Dwelling Units
South	R-2 (Mixed Residence) District	Single-Family Dwelling Units
East	R-2 (Mixed Residence) District	Single-Family Dwelling Units
West	R-2 (Mixed Residence) District	Single-Family Dwelling Units

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

The S-4 (Historic Preservation District) is intended to promote the-protection, enhancement, perpetuation, and use of improvements of special character or special historical interest or value. The City of Bloomington finds that the preservation of such resources is a public necessity and is required in the interest of the health, prosperity, safety, and welfare of its citizens. This S-4 Historic Preservation District shall be applied as an overlay district in combination with underlying base zoning districts as shown on the Official Zoning Map. The purpose of the S-4 Historic Preservation District is to: (1) Effect and accomplish the

protection, enhancement, and perpetuation of such improvements and of such districts that represent or reflect elements of the City's cultural, social, economic, political, and architectural history; (2) Safeguard the City's historic and cultural heritage, as embodied and reflected in such landmarks and historic districts; (3) Stabilize and improve property values; (4) Foster civic pride in the beauty and noble accomplishments of the past; (5) Protects and enhance the City's attractions to residents, home buyers, tourists, and visitors and shoppers, thereby supporting and promoting business, commerce and industry; (6) Strengthen the economy of the City; and (7) Promote the use of historic districts and landmarks for education, pleasure, and welfare of the people of the City.

Compliance with the Comprehensive Plan
Zoning Map Amendment requests should be consistent with the Comprehensive Plan. The 2035 Comprehensive Plan's Future Land Use map identifies this section of N. Evans Street as medium density residential the built areas. The Land Use Priorities map does not identify this area as a priority area.

The proposed S-4 Zoning Map Amendment supports the following Comprehensive Plan goals:

- N-1.3e Continue to enhance the City's designated historic districts.
- N-2. Improve community identity and appearance by celebrating the unique nature and character of the City's individual neighborhoods.
- N-2.2a Identify the unique qualities of each neighborhood and promote these as destinations for desirable areas to live, work, shop and play.
- N-1.1 Enhance the livability of all Bloomington neighborhoods.

STANDARDS FOR REVIEW

As indicated in Ch. 44, 17-6 Zoning Map (rezoning) and text amendments, the Planning Commission shall be guided by those purposes, standards, and objectives of this Code and shall not recommend the adoption of any amendment unless it finds that such amendment is in the public interest and not solely for the benefit of the applicant.

1. The suitability of the subject property for uses authorized by the existing zoning; the subject property is currently used as a single-family home, a permissible use in the district. **The standard is met.**

2. The length of time the property has remained vacant as zoned considering the context of land development in the area; **The standard does not apply.**

3. The suitability of the subject property for uses authorized by the proposed zoning; the subject property meets the criteria for local designation and contributes to the historic and architectural heritage of the City. **The standard is met.**

4. The existing land uses and zoning of nearby properties; the subject property is located near the Franklin Square National Register historic district. The subject property is compatible with surrounding uses and zoning. The proposed zoning overlay is also compatible with the surrounding uses and zoning. **The standard is met.**

5. Relative gain or hardship to the public as contrasted and compared to the hardship or gain of the individual property owner resulting from the approval or denial of the zoning

amendment application; The City, community, public and property owner benefit from local designation of the subject property. The overlay ensures preservation of valuable historical and architectural features and requires review of building permit applications for alterations or demolition for the subject property. **The standard is met.**

6. The extent to which adequate streets are connected to the arterial street system and are available or can be reasonably supplied to serve the uses permitted in the proposed zoning classification; The property fronts on and has access to N. Evans St. No changes to existing ingress/egress is proposed. **The standard is met.**

7. The extent to which the proposed amendment is consistent with the need to minimize flood damage and that the development of the subject property for the uses permitted in the proposed zoning classification will not have a substantial detrimental effect on the drainage pattern in the area; The proposed amendment will not result in any change to the existing conditions related to stormwater management. **The standard is met.**

8. The extent to which adequate services (including but not limited to fire and police protection, schools, water supply, and sewage disposal facilities) are available or can be reasonably supplied to serve the uses permitted in the proposed zoning classification; The property currently utilizes existing city services, water, and sewer. The property is served by existing fire and police protection. **The standard is met.**

9. The extent to which the proposed amendment is consistent with the public interest, giving due consideration for the purpose and intent of this Cod as set forth in 17-1 herein; The map amendment ensures the restoration and preservation of a historic and architecturally significant structure. This is in the best interest of the public as it will result in improving surrounding property values and encouraging reinvestment and maintenance of neighboring older, unique structures. The map amendment ensures land and parcels are appropriately developed so that their use and operation comply with applicable requirements of the Chapter. **The standard is met.**

10. The extent to which property values are diminished by the particular zoning restriction; Local historic designation and the historic preservation program have a positive impact on property values for the property and for the neighborhood. **The standard is met.**

11. The extent to which the destruction of property values promotes the health, safety, morals, or general welfare of the public; the zoning amendment should not result in negative impacts on the surrounding property values. The zoning amendment will not result in the destruction of property values and will not negatively impact the surrounding properties in any way. **The standard is met.**

12. Whether a comprehensive plan for land use and development exists, and whether the ordinance is in harmony with it; The subject property is located within the “Preservation Area” identified on Figure 4-1, Neighborhood Classification Boundaries, of the Comprehensive Plan (Pg 46). The S-4 overlay would be as a means to preserve this home which is an objective within the Preservation area. Additionally, it will serve to stabilize property values which is another objective of the Preservation Area. **The standard is met.**

13. Whether the City needs the proposed use. The City of Bloomington values historic preservation. The Preservation program provides homeowners with resources and expertise to maintain properties in good condition, increasing the value and investment in the neighborhood. **The standard is met.**

STAFF RECOMMENDATION

Staff finds that the application meets all the standards for a Zoning Map Amendment and recommends that the Planning Commission take the following actions:

1. Motion to establish findings of fact, and that the proposed map amendment is in the public interest and not solely for the benefit of the petitioner.

2. Motion to recommend approval of the petition submitted by Sarah Lindenbaum & Alister Smith for an S-4 Historic Preservation Overlay District (Local Historic Preservation Designation) for property located at 1001 N Evans Street (PIN: 21-04-226-008).

Respectfully submitted,
Glen Wetterow
City Planner

Attachments:

1. Draft Planning Commission Resolution 2022-01
2. Draft Ordinance
3. Aerial Image
4. Zoning Map
5. Proximity to S-4 Zoning Map
6. Neighborhood notice map

ORDINANCE NO. 2022-_____

AN ORDINANCE DESIGNATING AS A LOCAL LANDMARK, AND APPROVING A ZONING MAP AMENDMENT TO ADD THE S-4 (HISTORIC PRESERVATION DISTRICT) ZONING OVERLAY, FOR THE PROPERTY LOCATED AT 1001 N. EVANS STREET

WHEREAS, there was heretofore filed with the Economic & Community Development Department of the City of Bloomington, McLean County, Illinois, an application requesting that the property at 1001 N. Evans Street, legally described in Exhibit "A", and attached hereto, be recognized for its historic and cultural significance, and the S-4 (Historic Preservation District) Zoning Overlay be applied; and

WHEREAS, the Historic Preservation Commission, after holding a public hearing on June 16, 2022, determined that 1001 N. Evans Street possesses sufficient integrity of location, design, materials, and workmanship to make it worthy of preservation or restoration, and meets the following criteria:

1. That 1001 N. Evans Street has character, interest, or value as part of the development, heritage, or cultural characteristics of the City, County of McLean, State of Illinois, or the United States of America (the Nation); and

2. That 1001 N. Evans Street embodies distinguishing characteristics of an architectural style valuable for the study of a period, type, method of construction, or use of indigenous materials; and

3. That 1001 N. Evans Street is suitable for preservation or restoration; and

WHEREAS, the Historic Preservation Commission passed Resolution 2022-01 recommending that the Bloomington Planning Commission determine the property at 1001 N. Evans Street to be historically significant and recommend to the City Council that a Zoning Map Amendment be adopted to add the S-4 (Historic Preservation District) Overlay; and

WHEREAS, the Bloomington Planning Commission, after holding a public hearing on August 3, 2022, also determined the property at 1001 N. Evans Street meets at least one of the criteria for consideration in § 44-804B(2) of the Bloomington City Code, 1960 as amended; and

WHEREAS, the Bloomington Planning Commission determined that the Zoning Map Amendment meets the standards detailed in § 44-1706E(2) of the Bloomington City Code, 1960 as amended; and

WHEREAS, the Bloomington Planning Commission passed Resolution 2022-01 recommending that the City Council designate the property at 1001 N. Evans Street to be historically significant and that a Zoning Map Amendment be adopted to add the S-4 (Historic Preservation District) Zoning Overlay; and

WHEREAS, the City Council of the City of Bloomington has the power to adopt this Ordinance and approve the application to recognize 1001 N. Evans Street for its historic and cultural significance and adopt a Zoning Map Amendment for said property to add the S-4 (Historic Preservation District) Zoning Overlay;

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Bloomington, McLean County, Illinois:

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

Section 2. The Council hereby adopt the findings of fact made by the Planning Commission;

Section 3. The Zoning Map Amendment to add the S-4 (Historic Preservation District) Zoning Overlay for the property at 1001 N. Evans Street, legally described in Exhibit "A" is hereby approved;

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

Section 5. The City Clerk is hereby directed and authorized to publish this Ordinance in pamphlet form as provided by law;

Section 6. This Ordinance shall take effect immediately after its approval and publication as required by law.

PASSED this _____ day of August 2022.

APPROVED this _____ day of August 2022.

CITY OF BLOOMINGTON

_____
Mboka Mwilambwe, Mayor

ATTEST

_____
Leslie Smith-Yocum, City Clerk

Exhibit "A"
Legal Description

FLAGGS 2ND ADD S1/2 LOT 16 & ALL LOT 17
PIN: 21-04-226-008

EXHIBIT "B" **BLOOMINGTON**
CITY OF
REPORT FROM THE HISTORIC PRESERVATION COMMISSION TO THE PLANNING COMMISSION
June 23, 2022

CASE NO:	TYPE:	ADDRESS	SUBJECT:	REPORT BY:
BHP-16-22	Rezoning, local designation	1001 N. Evans St.	Rezone to S-4 Overlay	Glen Wetterow

REQUEST:

A petition submitted by the Sarah Lindenbaum and Alister Smith for the nomination and designation of 1001 N. Evans Street R-2 District to R-2 with the S-4 Local Historic District zoning overlay.

STAFF RECOMMENDATION:

Staff finds the petition to nominate 1001 N. Evans Street **meets** the requirements of Section 44.8-4 and 44.17-6. *Staff recommends the Planning Commission approve a resolution recommending to the City Council that the property at 1001 N Evans St., Queen Anne style, Architects Shaeffer and Hooton be recognized for historic designated with the S-4, Local Historic Preservation Zoning Overlay.*



REQUEST: S-4 Historic Preservation District Zoning Overlay

NOTICE: The application has been filed in conformance with applicable procedural requirements and legal, public notice for the hearing was published in *The Pantagraph* on May 29, 2022.

GENERAL INFORMATION
Applicants and Owners: Sarah Lindenbaum & Alister Smith

PROPPERTY INFORMATION:
Existing Zoning: R-2
Existing Land Use: Single-Family Residential
Property Size: 75 X 165
PIN: 21-04-226-008

Historic District: N/A
Year Built: 1895
Architectural Style: Queen Anne
Architect: Unknown

SURROUNDING ZONING & LAND USES:
North: R-2 Single-Family Residence
South: R-2 Single-Family Residence
East: R-2 Single-Family Residence
West: R-2 Single-Family Residence

Analysis:
Submittals
This report is based on the following documents, which are on file with the Community Development Department.

1. Application for nomination and designation of the S-4 Historic Zoning Overlay
2. Site Photos

PROJECT DESCRIPTION:
The applicant is requesting the City of Bloomington designate the property with the S-4 Local Historic Preservation District Zoning Overlay. The purposes behind the historic preservation district overlay are:

1. To protect, enhance and perpetuate accomplishments and improvements that reflect the City's cultural, social, economic, political and architectural history;
2. Safeguard the City's historic and cultural heritage;
3. Stabilize and improve property values;
4. Foster civic pride in the beauty and noble accomplishments of the past;
5. Protect and enhance the City's attractions to residents, home buyers, tourists, and visitors thereby supporting and promoting business, commerce and industry;
6. Strengthen the economy of the City; and
7. Promote the use of historic districts and landmarks for education, pleasure, and welfare

Background and Analysis:

1001 N. Evans Street is not located within a nationally or locally designated historic district. It is not on the National Register of Historic Places or as a National Landmarks in Bloomington. It is located adjacent to the Franklin Square Nationally Designated Historic District. The petitioners purchased the home in 2021 and are the sixth (6th) known owners of the home. The home was built for Lawson Downs Welch in 1895 and was occupied by members of the Welch family until approximately 1937. The property was sold to John D. and Gertrude S. Griffard around 1940. John Griffard converted the house into four apartments in or around 1942. The home was sold in 1971 to Arthur Wayne Downen. Mr. Downen and his wife, Mary Ann, maintained the home until they sold it in 1992 to Laura and Brad Reynolds. The Reynolds undertook the project to restore the house to single-family roughly 50 years after it had been converted to apartments. This was done under the guidance of architect Russel Francois and aided with materials from Salvage One in Chicago. The Reynolds sold the home in 2016 to Andrea and Joe Fallat who then sold the home to the petitioners in 2021. Many of the distinctive Queen Anne elements have been retained, however there are still some distinctive elements that remain. The distinctive elements remain include, the front porch columns, front porch stairs and posts, front porch skirting, eight (8) first story windows, basement windows, back porch columns, back porch boards and back porch skirting.

Lawson Downs Welch (1847-1924), who commissioned the house, was the eldest son of Sarah Randolph and Albert Welch. A *Pantagraph* article from September 19th, 1919 states that he lived on a farm in Randolph Township for "forty-four years" and had "been engaged in the real estate business" since his move to Bloomington about thirty years prior. He was a two-time city alderman beginning in 1894, as well as an alumnus of Illinois Wesleyan University.

With over 5000 sq ft of livable space, the house was more than large enough for Lawson, Arabella, their twenty-five-year-old daughter Minnie (1870-1937), twenty-year-old son John Edgar (1872-1956), and sixteen-year-old daughter Gertrude (1879-1937).

Both Minnie and John Edgar graduated from Illinois Wesleyan University, Minnie having studied Music under Professor and Mrs. John R. Gray. John Edgar graduated in 1896 and moved to New York City to attend the College of Physicians and Surgeons atColumbia University, graduating in 1900. John Edgar, usually known as J. Edgar,was the most famous of the three living Welch children. By 1904, he was apathologist at the Society for the Lying-In Hospital, a maternity hospital in NewYork City. His most important publication appeared in the June 1910 issue of *TheAmerican Journal of the Medical Sciences*. Entitled "Normal Human Blood Serumas a Curative Agent in Hemophilia Neonatorum," it described his experimentalinjection of human blood serum into a hemorrhaging newborn in January 1909. Inthe paper, Dr. Welch went on to detail the miraculous cure of numeroushemorrhaging infants with injections of human blood serum. Previously,

seventeen of eighteen of babies at the hospital displaying such hemorrhaging had died. A *Pantagraph* article from April 1945 calls Dr. Welch "the first user" and "originator of [blood] plasma, the discovery that has been such a marvelous aid in saving thousands of lives," and his 1956 obituary in the paper says much the same ("His introduction of blood serum to medicine in 1909 led to wide use of plasma, saving many lives of American servicemen in two world wars"). Though it is likely that Dr. Welch was not the first medical practitioner to use blood serum in treating patients, he was unquestionably one of its earliest adopters. "The pioneer work of Mr. Welch was rapidly taken up by others and medical men said it was the forerunner of the very extensive use of blood plasma," said *The Pantagraph* in 1945.

The petitioners provided a detailed list inventorying the condition of the architecturally significant features and their need for repair. Additionally, they indicated the actions they would take to repair and restore the features. The inventory is attached to this report.

The petitioners indicated they believe the home meets the following nomination criteria for local historic designation and the rezoning of the subject property with the S-4 Historic District zoning overlay, (c) its identification with a person or persons who significantly contributed to the development of the City, County of McLean, State of Illinois, or the Nation, (d) Its embodiment of distinguishing characteristics of an architectural style valuable for the study of a period, type, method of construction, or use of indigenous materials, and its suitability for preservation or restoration.

The addition of another home to the district furthers preservation of the neighborhood context and character and provides a benefit to the neighboring District and wider community. Historic Preservation can provide several benefits to a neighborhood by improving property values and encouraging reinvestment and maintenance of older, unique structures.

Pursuant to Division 8 of the City Code, the Historic Preservation Commission must hold a public hearing on the application for landmark or historic designation and determine that the application meets at, a minimum, one requirement for designation. The Preservation Commission will pass a resolution providing a recommendation to the Planning Commission. The Planning Commission also holds a public hearing on the application and makes a determination. The Planning Commission will then adopt a resolution with a recommendation to City Council. City Council will take final action on the application.

Action by Historic Preservation Commission:
On June 16, 2022 the Bloomington Preservation Commission held a public hearing on an application submitted by the property owners to consider local historic designation and the rezoning of the subject property with the S-4 Historic District zoning overlay. No one, outside of the applicant, spoke in favor of the application. No one spoke against the application. The Preservation Commission, after investigation, determined that the property meets the criteria for local designation (44.8-4). The Commission established the following findings and determined the property to be historically significant:

- 1001 N. Evans Street has identification with a person or persons who significantly contributed to the development of the City, County of McLean, State of Illinois, or the Nation. The persons in question are Mr. Lawson Downs Welch and John (J.) Edgar Welch.

- 1001 N. Evans Street embodies a distinguishing characteristic of an architectural style, Queen Anne, valuable for the study of a period, type, method of construction, or use of indigenous materials.
    - The following features where specifically identified as key existing original architectural features of the Queen Anne Style
        - Front porch columns
        - Front porch stairs and posts
        - Front porch skirting "gingerbread" elements on the porch
        - Siding (Commission believes original siding exists under exterior aluminum siding throughout most of the home)
        - Watercourse between the second and third floors (Commission believes original exists under exterior aluminum siding)
        - Cornice and trim work (Commission believes original dentals exists under exterior aluminum siding)
        - Massing
        - Roof form
        - Bay and turret
        - Location of porches
        - Front doors
        - Foundation (high quality original material (brick) with colored mortar and tight joints)
        - Eight (8) first story original windows
        - 3rd Floor turret windows
        - Basement windows
        - Back porch columns
        - Back porch boards
        - Back porch skirting

- 1001 N. Evans Street is suitability for preservation or restoration.
    - The Historic Commission determined there are sufficient historic materials remaining on the structure that make restoration of the

property possible. The Preservation Commission, voted unanimously (5-0) to pass a resolution recommending the Planning Commission provide a favorable recommendation for local designation. The Commission's recommendation is consistent with the staff recommendation.

Action by the Planning Commission:
The Planning Commission shall also make a determination on the historic significance of the property (see the factors presented by the Historic Preservation Commission). Additionally, as with any zoning map amendment, the Commission should consider the following standards:

1. *The suitability of the subject property for uses authorized by the existing zoning;* the subject property is currently used as a single-family home, a permissible use in the district. **The standard is met.**

2. *The length of time the property has remained vacant as zoned considering the context of land development in the area;* **The standard does not apply.**

3. *The suitability of the subject property for uses authorized by the proposed zoning;* the subject property meets the criteria for local designation and contributes to the historic and architectural heritage of the City. **The standard is met.**

4. *The existing land uses and zoning of nearby properties;* the subject property is located near the Franklin Square National Register historic district. The subject property is compatible with surrounding uses and zoning. The proposed zoning overlay is also compatible with the surrounding uses and zoning. **The standard is met.**

5. *Relative gain or hardship to the public as contrasted and compared to the hardship or gain of the individual property owner resulting from the approval or denial of the zoning amendment application;* The City, community, public and property owner benefit from local designation of the subject property. The overlay ensures preservation of valuable historical and architectural features and requires review of building permit applications for alterations or demolition for the subject property. **The standard is met.**

6. *The extent to which adequate streets are connected to the arterial street system and are available or can be reasonably supplied to serve the uses permitted in the proposed zoning classification;* The property fronts on and has access to N. Evans St. No changes to existing ingress/egress is proposed. **The standard is met.**

7. *The extent to which the proposed amendment is consistent with the need to minimize flood damage and that the development of the subject property for the uses permitted in the proposed zoning classification will not have a substantial detrimental effect on the drainage pattern in the area;* The proposed amendment will not result in any change to the existing conditions related to stormwater management. **The standard is met.**

8. *The extent to which adequate services (including but not limited to fire and police protection, schools, water supply, and sewage disposal facilities) are available or can be reasonably supplied to serve the uses permitted in the proposed zoning classification;* The property currently utilizes existing city services, water, and sewer. The property is served by existing fire and police protection. **The standard is met.**

9. *The extent to which the proposed amendment is consistent with the public interest, giving due consideration for the purpose and intent of this Cod as set forth in 17-1 herein;* The map amendment ensures the restoration and preservation of a historic and architecturally significant structure. This is in the best interest of the public as it will result in improving surrounding property values and encouraging reinvestment and maintenance of neighboring older, unique structures. The map amendment ensures land and parcels are appropriately developed so that their use and operation comply with applicable requirements of the Chapter. **The standard is met.**

10. *The extent to which property values are diminished by the particular zoning restriction;* Local historic designation and the historic preservation program have a positive impact on property values for the property and for the neighborhood. **The standard is met.**

11. *The extent to which the destruction of property values promotes the health, safety, morals, or general welfare of the public; the zoning amendment should not result in negative impacts on the surrounding property values.* The zoning amendment will not result in the destruction of property values and will not negatively impact the surrounding properties in any way. **The standard is met.**

12. *Whether a comprehensive plan for land use and development exists, and whether the ordinance is in harmony with it;* The subject property is located within the "Preservation Area" identified on Figure 4-1, Neighborhood Classification Boundaries, of the Comprehensive Plan (Pg 46). The S-4 overlay would be as a means to preserve this home which is an objective within the Preservation area. Additionally, it will serve to stabilize property values which is another objective of the Preservation Area. **The standard is met.**

13. *Whether the City needs the proposed use.* The City of Bloomington values historic preservation. The Preservation program provides homeowners with resources and expertise to maintain properties in good condition, increasing the value and investment in the neighborhood. **The standard is met.**

Respectfully Submitted,

City Staff

Attachments:

S-4 application
Site photos

Zoning
map
Neighborhood notice and
newspaper notice
Resolution 2022-01
Resolution 2022-02

Historic Preservation S-4 Designation –Section 44.11-2

1. **Property Information**

Parcel Identification Number 21-04-226-008 Size (Acreage) .28 acres

Address 1001 North Evans St., Bloomington, IL 61701

Current Zoning Unknown

Current Use Single-family dwelling

2. **Applicant Information**

Full Name Sarah Lindenbaum + Alister Smith

Address 1001 North Evans St. City, State, ZIP Bloomington, IL 61701

Phone [redacted] Email [redacted]

3. **Owner Information (Check ~~X~~ if same as Applicant)**

Full Name

Address City, State, ZIP

Phone Email

4. **Attorney/Consultant Information (if applicable)**

Full Name

Company

Address City, State, ZIP

Phone Email

Please include photographs and any other supporting documents referencing the historic value of the subject property.

Applicant Signature

I certify that I have reviewed the relevant sections of the Bloomington Zoning Code, that the information above is true, and that I have provided all required documentation listed in the Application Checklist.

[redacted]
Signature

3/4/2022
Date

Sarah Lindenbaum
Printed Name

Historic Name of Building (if known)_____ Year Built 1895

Architectural Style Queen Anne

Architect (if known) _____

Is this property in a Historic District? ☐ Yes ☒ No. Which one? Across street from house ~~that~~ is in Franklin Park historic district.

Criteria for Consideration of Nomination. The Preservation Commission shall, upon such investigation as it deems necessary, make a determination as to whether a nominated property, structure, or area meets one (1) or more of the following criteria, please explain if one (1) or more of the following criteria are met:

1. Its character, interest, or value as part of the development, heritage, or cultural characteristics of the City, County of McLean, State of Illinois or the United States of America (the Nation);

2. Its location as a site of a significant local, county, state, or national event;

3. Its identification with a person or persons who significantly contributed to the development of the City, County of McLean, State of Illinois, or the Nation;

   Yes - see supplemental application

4. Its embodiment of distinguishing characteristics of an architectural style valuable for the study of a period, type, method of construction, or use of indigenous materials;

   Yes – see supplemental application

5. Its identification as the work of a master builder, designer, architect, or landscape architect whose individual work has influenced the development of the City, County of McLean, State of Illinois or the Nation;

6. Its embodiment of elements of design, detailing, materials, or craftsmanship that render it architecturally significant;

7. Its embodiment of design elements that make it structurally or architecturally innovative;

8. Its unique location or singular physical characteristics that make it an established or familiar visual feature;

9. Its character as a particularly fine or unique example of a utilitarian structure, including, but not limited to farmhouses, gas stations, or other commercial structures, with a high level of integrity or architectural significance; and/or

10. Its suitability for preservation or restoration.

    Yes- see supplemental application

Any structure, property, or area that meets one (1) or more of the above criteria shall also have sufficient integrity of location, design, materials, and workmanship to make it worthy of preservation or restoration. (Ordinance No. 2006-137)

Add pictures here

Include additional pictures as attachments

RETURN TO:

City of Bloomington
Department of Community Development
Attn: Katie Simpson, City Planner
115 E. Washington St, Room 201
Bloomington, IL 61702-3157
Phone: 309-434-2341
Email: ksimpson@cityblm.org
Fax: 309-434-2857














6/15/2022
1001 N Evans St - Proximity to S-4
P-1
B-2
R-1C
E Empire St
Park St
E Walnut St
N McLean St
N Evans St
P-2
P-2
E Chestnut St
R-2
R-2
R-3B
E Locust St
R-3A
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1 inch = 200 feet
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RESOLUTION NO. 2022-01

A RESOLUTION RECOMMENDING THAT THE PROPERTY LOCATED AT 1001 N. EVANS STREET BE NOMINATED AS A LOCAL LANDMARK AND REZONED WITH THE S-4, (HISTORIC PRESERVATION DISTRICT) ZONING OVERLAY

WHEREAS, a nomination was submitted to the City of Bloomington Historic Preservation Commission by Sarah Lindenbaum & Alister Smith requesting that the property at 1001 N. Evans Street, legally described in Exhibit "A", attached hereto, be recognized for its historic and cultural significance with the S-4, (Historic Preservation District) Zoning Overlay; and

WHEREAS, the Historic Preservation Commission determined that the nominated property meets the following criteria for consideration in Chapter 44 8-4 (B) 2 of the Bloomington City Code, 1960, as amended:

1. ***Its character, interest, or value as part of the development, heritage, or cultural characteristics of the City, County of McLean, State of Illinois or the United States of America (the Nation);***

2. ***Its embodiment of distinguishing characteristics of an architectural style valuable for the study of a period, type, method of construction, or use of indigenous materials;***

3. ***Its suitability for preservation or restoration.***

WHEREAS, the Historic Preservation Commission has also determined that the nominated property has significant integrity of location, design, materials and workmanship and is therefore worthy of preservation or restoration; and

WHEREAS, the Historic Preservation Commission further recommend that he future decisions regarding the building consider the following architectural criteria for review of a certificate of appropriateness:

1) Architectural Details:
    a. Front porch columns are original to the home.
    b. Front porch stairs and posts are original to the home.
    c. Some of the original front porch skirting "gingerbread" elements on the porch remain and can be restored and use for reproduction purposes to be put in place where the original no longer exists.
    d. The Commission strongly believes the original siding exists throughout most of the exterior of the home under the exterior aluminum siding.

e. The Commission strongly believes the original watercourse between the second and third floors exists under the exterior aluminum siding.

f. The Commission strongly believes the original cornice and trim work exists under exterior aluminum siding.

g. The massing of the home

h. The roof form

i. The bay and turret

j. Location of porches

k. The front doors are original to the home.

l. The foundation of the home is of a high quality material, brick, with colored mortar and tight joints

m. There are eight (8) first story windows are original to the home.

n. The third-floor turret windows are original to the home.

o. The basement windows are original to the home.

p. The board on the back porch are original to the home.

q. The columns on the back porch are original to the home.

r. The skirting on the back porch is original to the home.

WHEREAS, the Historic Preservation Commission has the power to adopt this resolution and make a recommendation to the Bloomington Planning Commission represented in the report attached to this resolution and hereby referred to as Exhibit "B".

NOW, THEREFORE, BE IT RESOLVED by the Historic Preservation Commission of the City of Bloomington, McLean County, Illinois:

SECTION ONE: That it is recommended to the Bloomington Planning Commission that the premises located at 1001 N. Evans Street legally described in Exhibit "A" be designated as a local historic landmark and rezoned to have the historic designation of the S-4, (Historic Preservation District) Zoning Overlay.

ADOPTED this 16th of June, 2022

APPROVED this 16th of June, 2022

CITY OF BLOOMINGTON, ILLINOIS

Paul Scharnett, Chair

ATTEST

Jon Branham, Secretary

Exhibit A
Legal Description

FLAGGS 2ND ADD S1/2 LOT 16 & ALL LOT 17

RESOLUTION NO. 2022-01

A RESOLUTION RECOMMENDING THAT THE PROPERTY LOCATED AT 1001 N. EVANS STREET BE DESIGNATED AS A LOCAL LANDMARK WITH THE S-4 (HISTORIC PRESERVATION DISTRICT) ZONING OVERLAY

WHEREAS, a nomination was submitted to the City of Bloomington Historic Preservation Commission by Sarah Lindenbaum & Alister Smith requesting that the property at 1001 N. Evans Street, legally described in Exhibit "A", and attached hereto, be recognized for its historic and cultural significance, and the S-4 (Historic Preservation District) Zoning Overlay be applied; and

WHEREAS, the Bloomington Historic Preservation Commission, after proper notice was given, held a public hearing on the nomination request, on June 16, 2022; and,

WHEREAS, the Bloomington Historic Preservation Commission determined the nominated property met the criteria for designation in § 44-804B(2) of the Bloomington City Code, and passed Resolution 2022-01 and the report represented in Exhibit "B" attached hereto, recommending the Bloomington Planning Commission find the same; and

WHEREAS, the Bloomington Planning Commission, after proper notice was given, held a public hearing on the designation request, and reviewed Resolution 2021-01 passed by the Historic Preservation Commission and the report prepared by such, dated June 23, 2022 and attached hereto and referenced as Exhibit "B", as well as other testimony provided by the public; and,

WHEREAS, the Bloomington Planning Commission, determined that the nominated property meets the following criteria for consideration in § 44-804B(2) of the Bloomington City Code:

1. Identification with a person or persons who significantly contributed to the development of the City, County of McLean, State of Illinois, or the Nation;
2. Embodiment of distinguishing characteristics of an architectural style valuable for the study of a period, type, method of construction, or use of indigenous materials;
3. Suitability for preservation or restoration;

WHEREAS, the Planning Commission has the power to accept the report prepared by the Preservation Commission and adopt this Resolution, and to make a recommendation to the Bloomington City Council to designate 1001 N. Evans Street as a local landmark and adopt a zoning map amendment to add the S-4 (Historic Preservation District) Zoning Overlay;

NOW, THEREFORE, BE IT RESOLVED by the Bloomington Planning Commission of the City of Bloomington, McLean County, Illinois:

Section 1: The above recitals are incorporated into and made a part of this resolution as though fully set forth herein;

Section 2. That the Planning Commission hereby accepts the report made by the Historic Preservation Commission, described in Exhibit "B";

Section 3. That it is recommended to the Bloomington City Council that the premises located at 1001 N. Evans Street, legally described in Exhibit "A", be designated as

a local landmark and that a zoning map amendment be adopted for the addition of the S-4 (Historic Preservation District) Zoning Overlay.

ADOPTED this 3rd of August 2021.

APPROVED this 3rd of August 2021.

BLOOMINGTON PLANNING COMMISSION **ATTEST**

Tyson Mohr, Chairperson

Glen Wetterow, City Planner

Exhibit "A"
Legal Description

FLAGGS 2ND ADD S1/2 LOT 16 & ALL LOT 17
PIN: 21-04-226-008

ORDINANCE NO. 2022-_____

AN ORDINANCE DESIGNATING AS A LOCAL LANDMARK, AND APPROVING A ZONING MAP AMENDMENT TO ADD THE S-4 (HISTORIC PRESERVATION DISTRICT) ZONING OVERLAY, FOR THE PROPERTY LOCATED AT 1001 N. EVANS STREET

WHEREAS, there was heretofore filed with the Economic & Community Development Department of the City of Bloomington, McLean County, Illinois, an application requesting that the property at 1001 N. Evans Street, legally described in Exhibit "A", and attached hereto, be recognized for its historic and cultural significance, and the S-4 (Historic Preservation District) Zoning Overlay be applied; and

WHEREAS, the Historic Preservation Commission, after holding a public hearing on June 16, 2022, determined 1001 N. Evans Street possesses sufficient integrity of location, design, materials, and workmanship to make it worthy of preservation or restoration, and meets the following criteria:

1. That 1001 N. Evans Street has character, interest, or value as part of the development, heritage, or cultural characteristics of the City, County of McLean, State of Illinois, or the United States of America (the Nation); and

2. That 1001 N. Evans Street embodies distinguishing characteristics of an architectural style valuable for the study of a period, type, method of construction, or use of indigenous materials; and

3. That 1001 N. Evans Street is suitable for preservation or restoration; and

WHEREAS, the Historic Preservation Commission passed Resolution 2022-01 recommending that the Bloomington Planning Commission determine the property at 1001 N. Evans Street to be historically significant and recommend to the City Council that a zoning map amendment be adopted to add the S-4 (Historic Preservation District) Overlay; and

WHEREAS, the Bloomington Planning Commission, after holding a public hearing on August 3, 2022, also determined the property at 1001 N. Evans Street meets at least one of the criteria for consideration in Chapter 44 Division 8-4 (B) 2 of the Bloomington City Code, 1960 as amended; and

WHEREAS, the Bloomington Planning Commission determined that the zoning map amendment meets the standards detailed in Chapter 44 Division 17-6 (E) 2 of the Bloomington City Code, 1960 as amended; and

WHEREAS, the Bloomington Planning Commission passed Resolution 2022-01 recommending that the City Council designate the property at 1001 N. Evans Street to be historically significant and a zoning map amendment be adopted to add the S-4 (Historic Preservation District) Zoning Overlay; and

WHEREAS, the City Council of the City of Bloomington has the power to adopt this Ordinance and approve the application to recognize 1001 N. Evans Street for its historic and cultural significance and adopt a zoning map amendment for said property to add the S-4 (Historic Preservation District) Zoning Overlay;

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Bloomington, McLean County, Illinois:

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

Section 2. The Council hereby adopt the findings of fact made by the Planning Commission;

Section 3. The Zoning Map Amendment to add the S-4 (Historic Preservation District) Zoning Overlay for the property at 1001 N. Evans Street, legally described in Exhibit "A" is hereby approved;

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

Section 5. The City Clerk is hereby directed and authorized to publish this Ordinance in pamphlet form as provided by law;

Section 6. This Ordinance shall take effect immediately after its approval and publication as required by law.

PASSED this _____ day of September 2022.

APPROVED this _____ day of September 2022.

CITY OF BLOOMINGTON

_____
Mboka Mwilambwe, Mayor

ATTEST

_____
Leslie Smith-Yocum, City Clerk

Exhibit "A"
Legal Description

FLAGGS 2ND ADD S1/2 LOT 16 & ALL LOT 17
PIN: 21-04-226-008

5/27/2022

1001 N Evans St



N
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S

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mi

1 inch = 94 feet

McGIS

7/22/2022

Case Z-09-22 Zoning Map



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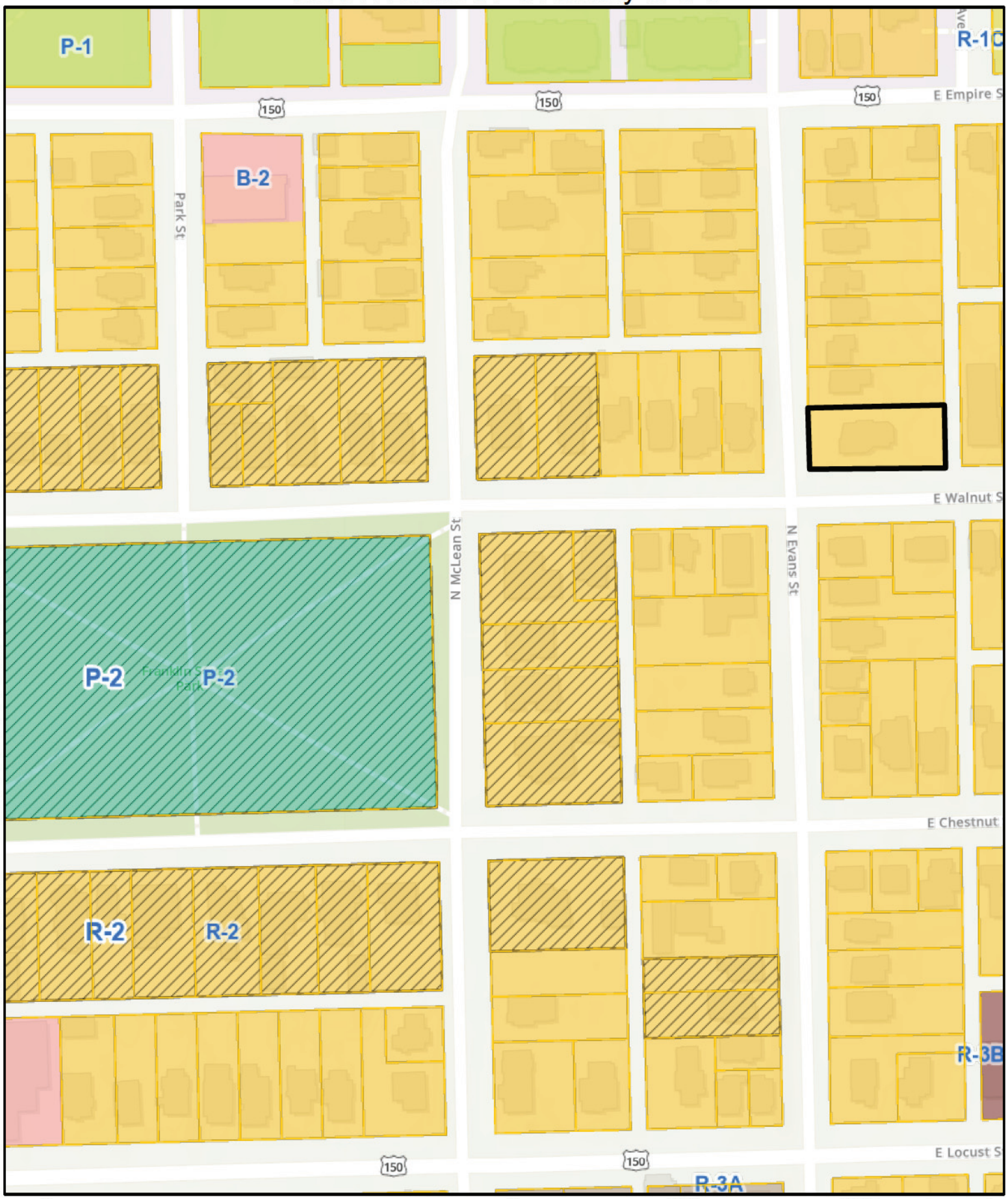
mi
1 inch = 200 feet

McGIS

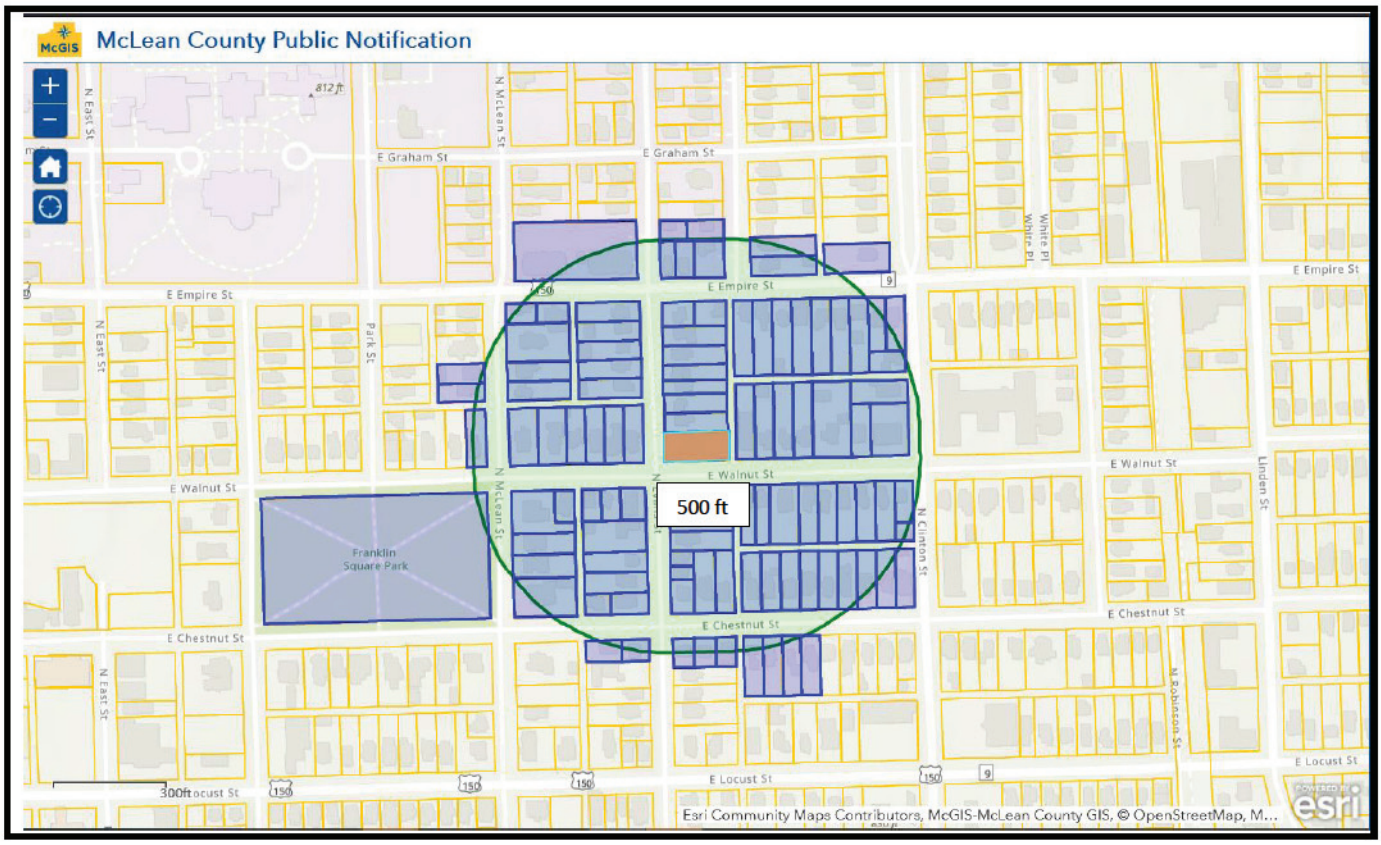
6/15/2022

1001 N Evans St - Proximity to S-4



McGIS does not guarantee the accuracy of the information displayed. Only on-site verification or field surveys by a licensed professional land surveyor can provide such accuracy. Use for display and reference purposes only.

Map of notified properties within 500 ft of subject property



A. Z-09-22 Public hearing, review and action on a petition submitted by Sarah Lindenbaum & Alister Smith for an S-4 (Historic Preservation District) Overlay (Local Historic Preservation Designation) for property located at 1001 N Evans Street (PIN: 21-04-226-008).

City Staff Glen Wetterow presented the staff report, with a recommendation for approval.

Mr. Wetterow highlighted how the request has already been heard and approved by the Historic Preservation Commission. The Historic Preservation Commission passed Resolution 2022-01 which recommend the Planning Commission recommend approval. A report was created by Staff based up the findings of the Historic Preservation Commission and has been provided as a part of the Staff Report for this case. The request is now before the Planning Commission who will need to either pass or deny resolution 2022-01 which is included in the Staff Report and either approve or deny recommendation to City Council.

Mr. Wetterow provided background information on the historical and architectural significance of the property. Mr. Wetterow noted the criteria for designating the property is the same as the criteria utilized by the Historic Preservation Commission. Mr. Wetterow identified the criteria the Historic Preservation Commission felt the property met the criteria to be designated. Additionally, Mr. Wetterow noted the key existing original architectural features specifically identified by the Historic Preservation Commission.

Mr. Wetterow provided a cursory overview of the intent of the S-4 (Historic Preservation District) Overlay to the Commission.

Ms. Beyer asked what the motivation or benefit is to having a property designated S-4. Mr. Wetterow explained that one is that it provides protection for historic aspects of the building, another is that S-4 designated properties have access to Funk Grant funding for assisting with the maintenance and preservation of the property.

Commissioner Beyer asked where the Funk Grant funding comes from. Mr. Branham explained that the Funk Grant is City funded, only receivable once per year, and up to a maximum of $5,000. Ms. Smith added that it may make the property eligible for tax credits as well.

Commissioner Beyers inquired how this affects the ability to return to property to apartments or use for other purposes. Mr. Wetterow clarified that this does not change the base zoning of the property and its associated uses but applies the overlay district *in addition* to the zoning district that governs the land use.

Commissioner Beyer asked about whether the re-salability of the property is considered when applying this designation. Her inquiry was related to whether designation is beneficial or detrimental when someone goes to sell a property. Mr. Wetterow explained that we do not review that as part of the applications, but consideration of any Map Amendment is upon the public good, and if an owner goes to the effort to have their property designated as a historic

landmark, they are likely going to keep their property maintained and the opportunity for blight to occur within the neighborhood is reduced.

Commissioner Beyer asked how being designated relates to potential future demolition of the building. Mr. Wetterow stated the demolition process is a whole process in and of itself, but that the hope is that designation helps provide incentive for owners to maintain and reduces the risk of blight and eventual demolition. No matter the zoning of the building, if a building is 50 years old, or older, and someone applies for a demolition permit, the Historic Preservation Commission Chairperson reviews the application.

The Chair opened the public hearing.

Sarah Lindenbaum (1001 N. Evans Street) introduced herself as one of the Petitioners and noted that the other Petitioner, Alister Smith, her husband was not able to attend. Ms. Lindenbaum provided additional information related to the historical and architectural significance of the property. Built in 1895 as Queen Ann style single-family home, with many of the traditional and characteristic features, and some of those characteristic and elaborate features are still present. The architect was likely George Miller, and the home was built by prior alderman, and was residence to the person who developed the modern-day process for human blood plasma and serum (J. Edgar Welch).

Chair Mohr asked the Petitioner how the overlay will be beneficial.

The Petitioner stated that the prior owners had started some rehabilitation work on the property, and they have an interest in continuing that work, given the historic and architectural significance of the property.

Chair Mohr clarified that the overlay would help ensure that those features are preserved.

The Petitioner stated it would. She stated, "one of the things that enriches the City is our historic properties, and they are not always given the love and attention they deserve." The Petitioners would like to provide this property the care and attention that it deserves.

There was no discussion by the Commission.

A motion was made to approve Resolution 2022-01 by Commissioner Boyd, seconded by Commissioner Kreiger. Roll Call Vote. Danenberger - Yes, Mr. Sant-Amour - Yes, Mr. Galpalli - Yes, Mr. Krieger - Yes, Ms. Beyer - Yes, Vice-Chair Boyd - Yes, and Chair Mohr - Yes. (7-0). The motion passed.

A motion was made to establish finding of facts as presented by the staff by Commissioner Boyd, seconded by Commissioner Danenberger. Roll Call Vote. Danenberger - Yes, Mr. Sant-Amour - Yes, Mr. Galpalli - Yes, Mr. Krieger - Yes, Ms. Beyer - Yes, Vice-Chair Boyd - Yes, and Chair Mohr - Yes. (7-0). The motion passed.

A motion was made to recommend approval of the Zoning Map Amendment to the City Council by Commissioner Boyd, seconded by Commissioner Kreiger. Roll Call Vote. Danenberger - Yes, Mr. Sant-Amour - Yes, Mr. Galpalli - Yes, Mr. Krieger - Yes, Ms. Beyer - Yes, Vice-Chair Boyd - Yes, and Chair Mohr - Yes. (7-0). The motion passed.

Staff noted that this case will be heard on the August 22, 2022, City Council agenda.

B. PR-07-22 Public hearing, review and action on a request by petition submitted by John Phillips, on behalf of Coffee Bros, LLC, for a Legislative Site Plan Review, and potential Variances, for the property located at 1508-1510 N, Main Street. PIN: 14-33-329-012.

City Staff Jon Branham presented the staff report, with a recommendation for approval.

Mr. Branham noted there are no variances associated with the request, but the project is still pending IDOT approval which could result in modifications to the site plan. This could result in them having to come back to the Commission to amend the site plan, but the hopes are IDOT will approve.

Mr. Branham stated the building is 644 sq ft and is a drive-through only facility. The Petitioner is not modifying the access points. There are two drive-through lanes that meet stacking requirements and bypass lane is provided. Landscaping and parking is provided according to City requirements.

Commissioner Boyd inquired if sidewalks where already established around the property. Mr. Branham stated they were. Mr. Branham noted there is pedestrian access from the sidewalk to the building.

Sidewalks on all sides of the property, access to the center of the site from those sidewalks. Commissioner Boyd inquired about bike parking? Mr. Branham stated there was none indicated on the plan and there has not been any discussion about them as the primary focus is drive-through so thus vehicle based.

Commissioner Beyer asked if there have been any other requests for drive-throughs in the area. Mr. Branham stated that he was not aware of any within the last year or so.

Robbie Ryan (14006 Charles Street, Omaha, Nebraska). Mr. Ryan represent Coffee Bros, LLC. whom if affiliated with Scooter's Coffee. Mr. Ryan has been a developer for many years in the Omaha area. Scooter's Coffee started in 1994 in Omaha. As part of his development firm he has built 16-20 of them so far. His firm builds the stores and either sells or leases the land to them. Mr. Ryan stated Scooter's currently has 460 stores with plans to grow to 600 stores by end of this year and 1,000 by the end of next year. They are located in more than 20 states. This location will be strictly drive-through, no inside access. Scooter's is well received in every community they go in. They are looking to have 4 locations within Bloomington. They are also looking to put 3 locations in Peoria and 3 locations in Decatur. He is very excited about coming to Bloomington, it is highly spoken of and why they chose to start here first. He

CONSENT AGENDA ITEM NO. 7.I

FOR COUNCIL: August 22, 2022

WARD IMPACTED: Ward 7

SUBJECT: Consideration and action on an Ordinance Approving a Legislative Site Plan to Allow a Retail Sales Use (General) with a Drive-Through in the B-1 (General Commercial) District for the Property Located at 1508-1510 N. Main Street, as requested by the Economic & Community Development Department.

RECOMMENDED MOTION: The proposed Ordinance be approved.

STRATEGIC PLAN LINK:
Goal 3. Grow the Local Economy
Goal 5. Great Place - Livable, Sustainable City

STRATEGIC PLAN SIGNIFICANCE:
Objective 3b. Attraction of new targeted businesses that are the "right" fit for Bloomington
Objective 5e. More attractive city: commercial areas and neighborhoods

BACKGROUND: The petitioner, Coffee Bros, LLC is requesting a Legislative Site Plan Review to develop a Retail Sales Use with a Drive-Through for the property located at 1508-1510 N. Main Street.

Summary of Request:
1. Site plan approval for construction of a retail sales use with a drive-through.
2. The proposed structure is roughly 644 square feet in size.
3. No variances have been requested.

On Wednesday, August 3, 2022, the Planning Commission held a public hearing, found the request met the standards for approval of a site plan, and voted 7-0-0 to recommend approval of the Legislative Site Plan to the City Council, with no conditions.

For more detailed information, please see the attached Staff Memorandum to the Planning Commission and draft meeting minutes.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: The City published notice of the hearing in *The Pantagraph* on Wednesday, July 17, 2022, and courtesy notices were mailed to 88 property owners within 500 feet of the subject property.

FINANCIAL IMPACT: If approved and constructed, the location may generate additional tax revenues including Property Tax, Home Rule & State Sales Tax, and Food & Beverage Tax.

AMERICAN RESCUE PLAN FUNDING IMPACT: N/A

COMMUNITY DEVELOPMENT IMPACT: **This request meets the following goals and objectives of the Bloomington Comprehensive Plan 2035**: The Legislative Site Plan

contributes to Goal N-1 (Enhance the livability of all Bloomington neighborhoods), Goal N-1.1b (Ensure sensitive transitions from residential to nonresidential); and Goal ED-4.2 (Prioritize infill and redevelopment to spur growth and reinvestment in the City).

Respectfully submitted for consideration.

Prepared by: Jon Branham, Sr. Economic Development Coordinator

ATTACHMENTS:
E&CD 3B Ordinance PR-07-22
EC&D 3C Ordinance Exhibit B PR-07-22
EC&D 3D Staff Report PR-07-22
EC&D 3E Draft Minutes PR-07-22

ORDINANCE NO. 2022 - _____

AN ORDINANCE APPROVING A LEGISLATIVE SITE PLAN TO ALLOW A RETAIL SALES USE (GENERAL) WITH A DRIVE-THROUGH IN THE B-1 (GENERAL COMMERCIAL) DISTRICT FOR THE PROPERTY LOCATED AT 1508-1510 N. MAIN STREET

WHEREAS, there was heretofore filed with the Economic & Community Development Department of the City of Bloomington, McLean County, Illinois, a petition requesting a site plan review for a Retail Sales Use (General) and Drive-Through in the B-1 (General Commercial) District, for the property located at 1508-1510 N. Main Street, legally described in Exhibit "A" and hereinafter referred to as "Property", which is attached hereto and made part hereof by this reference; and

WHEREAS, said petition included a site plan, illustrated in Exhibit "B" and hereinafter referred to as "Plan"; and

WHEREAS, the Bloomington Planning Commission, after proper notice was given, conducted a public hearing on said petition; and

WHEREAS, the Bloomington Planning Commission, following said public hearing, made findings of fact that such Site Plan meets the standards for granting Site Plan approval set forth in Bloomington City Code § 44-1709; and

WHEREAS, the Bloomington Planning Commission voted to recommend that the City Council pass this Ordinance; and

WHEREAS, the City Council of the City of Bloomington has the power to adopt this Ordinance and approve this Site Plan.

NOW THEREFORE, BE IT ORDAINED by the City Council of the City of Bloomington, McLean County, Illinois:

Section 1. That the above recitals are incorporated into and made a part of this Ordinance as though fully set forth herein;

Section 2. That the Site Plan for a Retail Sales Use (General) and Drive-Through in the B-1 (General Commercial) District, for the property at 1508-1510 N. Main Street, legally described in Exhibit "A", is hereby approved.

Section 3. This Ordinance is enacted pursuant to the home rule authority of the City of Bloomington granted by Article VII, Section 6 of the 1970 Illinois Constitution.

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

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

PASSED this 22nd day of August 2022.

APPROVED this _____ day of August 2022.

CITY OF BLOOMINGTON

_____
Mboka Mwilambwe, Mayor

ATTEST

_____
Leslie Smith-Yocum, City Clerk

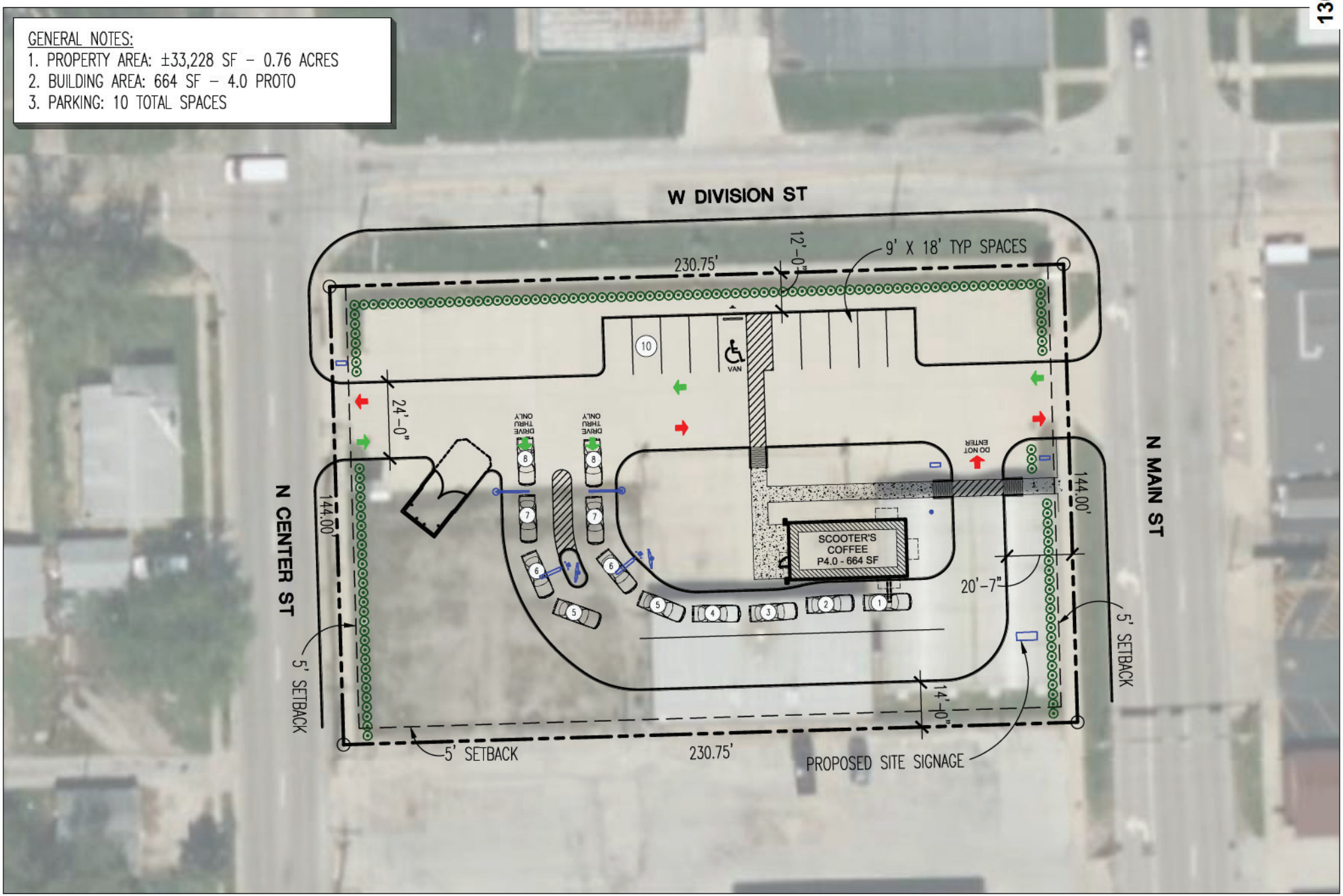
EXHIBIT A

Legal Description

Lot 2 and the North 62 feet of Lot 3 in the Assessor's Subdivision of Lot 9 in the Southwest Quarter of Section 33, Township 24 North, Range 2 East of the Third Principal Meridian, as per plat recorded in Book 1 of Plats at page 250, in McLean County, Illinois.

EXHIBIT B

GENERAL NOTES:
1. PROPERTY AREA: ±33,228 SF – 0.76 ACRES
2. BUILDING AREA: 664 SF – 4.0 PROTO
3. PARKING: 10 TOTAL SPACES



GHA
Architecture / Development
14901 Quorum Drive
Suite 300
Dallas Texas 75254
Ph: (972) 239-8884
Fax: (972) 239-5054

N
TRUE NORTH
SCALE: 1"=40'-0"

Job No.	Date	Sheet No.	Project
221065-252	06/28/22	SCHEME: 2	SCOOTER'S SITE PLAN

1508 & 1510 N MAIN ST
BLOOMINGTON, IL

PLANNING COMMISSION

TO:	Planning Commission
FROM:	Economic & Community Development Department
DATE:	August 3, 2022
CASE NO:	PR-07-22, Site Plan Review
REQUEST:	Public hearing, review, and action on a petition submitted by John Phillips, on behalf of Coffee Bros, LLC, requesting approval of a Site Plan to allow a Retail Sales Use (General) with a Drive-Through in the B-1 (General Commercial) District for the property located at 1508-1510 N. Main Street. PIN: 14-33-329-012. (Ward 7).

BACKGROUND

Petitioners' request:
The petitioner is requesting a Legislative Site Plan Review to develop a Retail Sales Use with a Drive-Through, Scooter's Coffee, with an associated surface parking area at the subject property. Retail Sales (General) is identified as a Permitted Use in the B-1 (General Commercial) District. A Drive-Through attached to a Retail Use is identified as a permitted use in B-1 District but requires a Special Use if adjoining a residential boundary.

Property Characteristics:
The subject property consists of roughly 0.76 acres of land located at the intersection of Main Street and Division Street (and Center Street) in Bloomington. The property was previously utilized as another commercial property with a greenhouse which has been vacant for an extended time. The surrounding properties consist of commercial and residential zoning districts. The surrounding uses also consist of commercial, office and residential uses.

The petitioner is proposing to construct a single-story, 644 square foot coffee shop with a dual drive-through component servicing vehicles and 10 parking spaces in the associated parking area. Vehicular access to the site will remain with two existing curb cuts - one along Main Street and one along Center Street.

Notice:
The application was filed in conformance with applicable procedural and public notice requirements. Notice was published in *The Pantagraph* on Sunday, July 17, 2022. Courtesy notices were mailed to 88 property owners within 500 feet of the subject property.

Surrounding Zoning and Land Uses

	Zoning	Land Uses
North	B-1, (General Commercial) **Town of Normal*	Commercial
South	B-1, (General Commercial)	Commercial
East	B-1, (General Commercial)	Commercial
West	R-1C, (Single Family Residential)	Residential

ANALYSIS

Compliance with the Comprehensive Plan
The subject property is not identified in the Land Uses Priority Map. The Future Land Use map identifies the site as Regional Commercial. Approval of the Site Plan algins with the following goals of the Comprehensive Plan:

- Goal N-1. Enhance the livability of all Bloomington neighborhoods.
- ED -4.2. Prioritize infill and redevelopment to spur growth and reinvestment in the City.

STANDARDS FOR REVIEW

Ch. 44, 17-9 Legislative site plan review
The Site Plan review process is intended to protect the public interest in safety, economy, and from adverse site development that may be detrimental to neighboring property owners and the surrounding area. The following standards and objectives shall guide the review of City staff, the Planning Commission, and the City Council in making a determination on the proposed Site Plan.

Standards for Consideration of Site Plan Review
Standard: the extent to which potential incompatibilities between the proposed development and surrounding existing development and/or zoning is minimized by such design features as placement of buildings, parking areas, access driveways and existing or proposed topography.

> *The proposed development is not incompatible with the existing development in the area. The site design is consistent with other developments on surrounding properties in the direct area. The building will meet all bulk requirements for B-1 zoning. The parking lot meets the code requirements for off-street parking and loading. All landscaping requirements have been met.* **Standard is met.**

Standard: the extent to which the proposal minimizes any adverse impact of the development upon adjoining land.

> *The proposed use will not have any adverse impacts on the development of adjoining land. The use is a permitted use within the zoning district and is compatible with the uses of the surrounding properties. The building and landscaping shall comply with code requirements. The trash enclosure shall be fully screened as City Code requires.* **Standard is met.**

Standard: the extent to which adequately improved streets connected to the improved arterial street system are available or can be reasonably supplied to serve the uses proposed in the development.

The site is accessible by and directly situated on Main Street and Center Street. All curb cuts and aprons at the site are existing and will meet code requirements. Illinois Department of Transportation approval will also be required. **Standard is met.**

Standard: the extent to which the proposed development will favorably or adversely affect other persons or property and, if so, whether because of circumstances peculiar to the location the effect is likely to be greater than is ordinarily associated with the development of the type proposed.

The surrounding properties are all primarily zoned commercial. The uses range from commercial, office, and residential. A drive-through coffee shop at the proposed site would be complementary to the existing surrounding uses. **Standard is met.**

There are no additional site review standards for Retail Sales (General) or Drive-Throughs attached to a retail use.

STAFF RECOMMENDATION

Staff finds that the application meets the standards for site plan review and recommends its approval. Staff recommends that the Commission take the following actions:

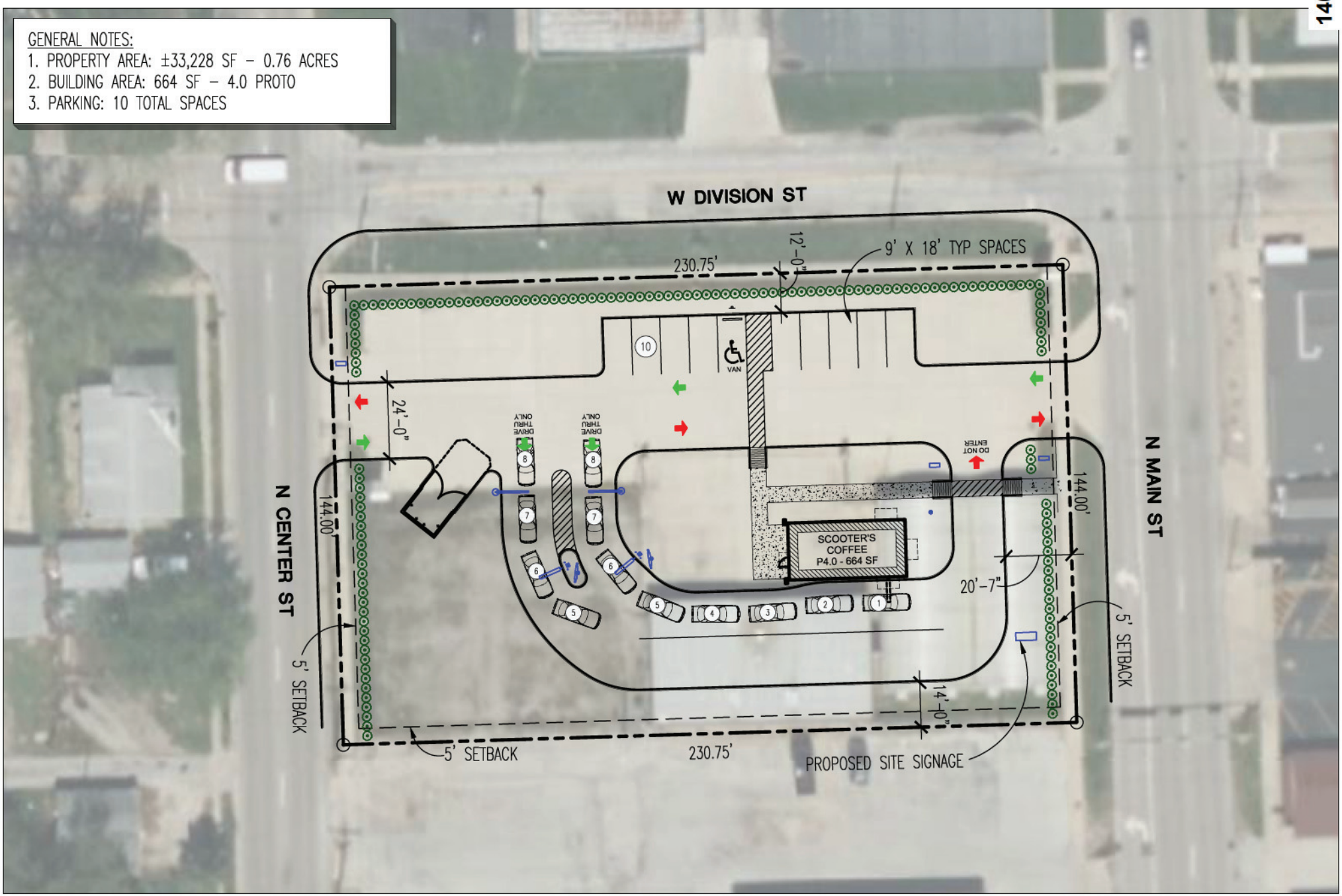
1. Motion to establish findings of fact that the subject property meets the Legislative Site Plan Review criteria in Chapter 44.17-9 of the City Code and recommend that City Council approve a Site Plan for the property located at 1508-1510 N Main Street (PIN: 14-33-329-012) (Ward 7).

Respectfully submitted,
Jon Branham
City Planner

Attachments:

- Draft ordinance
- Site Plan and Building Renderings
- Aerial map
- Zoning map
- Neighborhood notice and map

GENERAL NOTES:
1. PROPERTY AREA: ±33,228 SF – 0.76 ACRES
2. BUILDING AREA: 664 SF – 4.0 PROTO
3. PARKING: 10 TOTAL SPACES



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N
TRUE NORTH
SCALE: 1"=40'-0"

Job No. 221065-252
Date 06/28/22
Sheet No. SCHEME: 2
Project SCOOTER'S SITE PLAN

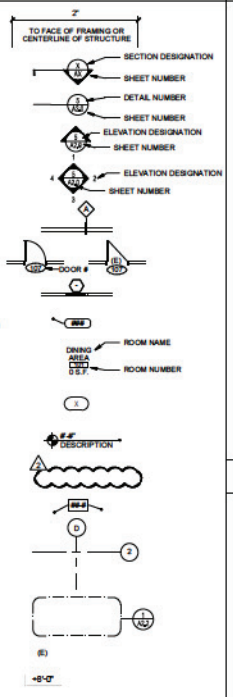
1508 & 1510 N MAIN ST
BLOOMINGTON, IL

SCOOTER'S COFFEE

-
-

FM GROUP INC
TWENTY FIVE YEARS
15974 N. 77th ST., STE 100
SCOTTSDALE AZ 85260

DRAFTING SYMBOLS



PROJECT TEAM

CORPORATE: SCOOTER'S COFFEE
KIMBERLY WILLIFORD
10500 SAPP BROTHERS DRIVE
OMAHA, NE 68138
T: 913.375.5256
E: kim.williford@scootercoffee.com

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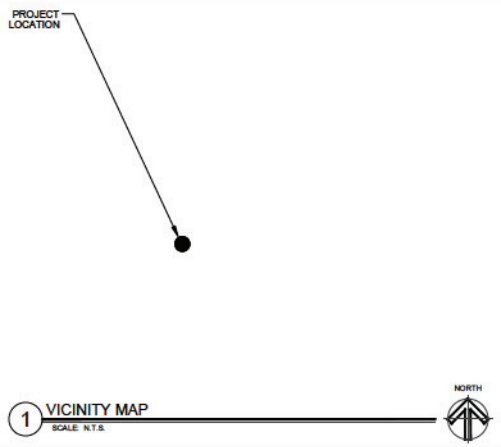
VICINITY MAP



1 VICINITY MAP
SCALE: N.T.S.

GENERAL NOTES

A. GENERAL CONTRACTOR SHALL VISIT THE SITE, REVIEW THE DRAWINGS AND BECOME THOROUGHLY FAMILIAR WITH THE SITE CONDITIONS PRIOR TO CONSTRUCTION.

B. GENERAL CONTRACTOR SHALL CONSULT WITH THE CLIENT AND ARCHITECT TO RESOLVE ANY CHANGES, OMISSIONS OR PLAN DISCREPANCIES PRIOR TO CONSTRUCTION.

C. ALL WORK SHALL BE PERFORMED IN STRICT COMPLIANCE WITH LOCAL, COUNTY, STATE AND FEDERAL CODES AND ORDINANCES.

D. GENERAL CONTRACTOR SHALL VERIFY THE LOCATIONS OF ALL UTILITIES.

E. GENERAL CONTRACTOR TO VERIFY ALL DIMENSIONS, INCLUDING CLEARANCES REQUIRED BY OTHER TRADES AND NOTIFY ARCHITECT OF ANY DISCREPANCIES PRIOR TO PROCEEDING WITH WORK. ALL DIMENSIONS ARE TO THE FACE OF FRAMING UNLESS NOTED OTHERWISE.

F. GENERAL CONTRACTOR SHALL PATCH AND REPAIR ALL EXISTING WALLS, FLOORS, CEILINGS, OR OTHER SURFACES IDENTIFIED TO REMAIN THAT MAY BECOME DAMAGED DURING THE COURSE OF WORK.

G. GENERAL CONTRACTOR IS RESPONSIBLE FOR OBTAINING PERMITS FOR FIRE PROTECTION, FIRE ALARM, OR SPECIALTY SYSTEMS PRIOR TO INSTALLATION OF SUCH SYSTEMS.

H. GENERAL CONTRACTOR SHALL RETAIN ONE SET OF PERMIT PLANS ON-SITE TO DOCUMENT ALL CHANGES MADE DURING CONSTRUCTION. THE RECORD DRAWINGS SHALL BE ISSUED TO THE CLIENT AT PROJECT CLOSE-OUT AS DESCRIBED IN THE GENERAL REQUIREMENTS OF THE PROJECT MANUAL.

I. GENERAL CONTRACTOR IS RESPONSIBLE FOR COORDINATING DELIVERY OF MATERIALS AND INSTALLING SUCH MATERIALS SUPPLIED BY CLIENT OR CLIENT'S VENDOR.

J. RESPONSIBILITY FOR SUPPLY AND DELIVERY OF MATERIALS AND EQUIPMENT IS IDENTIFIED IN THE DRAWING SCHEDULE SHEETS UNDER THE COLUMN LABELED "RESPONSIBILITY".

K. FOR THE PURPOSE OF THE DOCUMENTS, TO "INSTALL" SHALL MEAN TO PROVIDE ALL FASTENERS, MISCELLANEOUS HARDWARE, BLOCKING, ELECTRICAL CONNECTIONS, PLUMBING CONNECTIONS AND OTHER ITEMS REQUIRED FOR A COMPLETE AND OPERATIONAL INSTALLATION UNLESS OTHERWISE NOTED.

L. ALL ITEM SUBSTITUTIONS MUST BE APPROVED BY CLIENT AND ARCHITECT.

SUBMITTALS

- SIGNAGE UNDER A SEPARATE SUBMITTAL AND PERMIT
- AWNING UNDER A SEPARATE SUBMITTAL AND PERMIT

PROJECT DATA

PROJECT INFORMATION

PROJECT NAME:	SCOOTERS COFFEE KIOSK BUILDING
PROJECT DESCRIPTION:	NEW KIOSK BUILDING WITH DRIVE-THRU SERVICE
PROJECT LOCATION:	-
PARCEL NUMBER:	-
LEGAL DESCRIPTION:	-
JURISDICTION:	CITY OF
	-
	-
	T:

GOVERNING CODES

ALL WORK SHALL BE IN COMPLIANCE WITH, BUT NOT LIMITED TO THE REQUIREMENTS OF THE FOLLOWING AND ANY OTHER STATE AND LOCAL CODES HAVING JURISDICTION:

BUILDING:	2015 INTERNATIONAL BUILDING CODE (IBC) W/ LOCAL AMENDMENTS
PLUMBING:	2015 INTERNATIONAL PLUMBING CODE (IPC) W/ LOCAL AMENDMENTS
MECHANICAL:	2015 INTERNATIONAL MECHANICAL CODE (IMC) W/ LOCAL AMENDMENTS
FIRE:	2015 INTERNATIONAL FIRE CODE (IFC) W/ LOCAL AMENDMENTS
FUEL GAS:	2015 INTERNATIONAL FUEL GAS CODE (IFGC) W/ AMENDMENTS
ELECTRICAL:	2014 NATIONAL ELECTRIC CODE (NEC) W/ LOCAL AMENDMENTS
ACCESSIBILITY:	2009 ANSI A117.1; 2010 ADA ACCESSIBILITY GUIDELINES

SITE INFORMATION

SITE AREA:	0.00 AC
ZONING:	-

PARKING

PARKING PROVIDED:	(6) STANDARD SPACES & (1) ACCESSIBLE SPACE

BUILDING INFORMATION

ZONING BUILDING SETBACKS:	-
BUILDING HEIGHT:	19'-0"
BUILDING AREA:	675 SQ.FT.
CONSTRUCTION TYPE:	V-B
OCCUPANCY CLASSIFICATION:	B

OCCUPANTS

OCCUPANCY CLASSIFICATION:	B
BARISTA / BACK OF HOUSE:	605 SQ.FT. / 1:100 = 6
RESTROOM:	70 SQ.FT. / 0 = 0
TOTAL OCCUPANTS:	6 OCCUPANTS MAXIMUM

EXIT REQUIREMENTS

EXITS REQUIRED:	1 EXIT
EXITS PROVIDED:	1 EXIT

SHEET INDEX

SHEET #	SHEET TITLE	1ST SUBMITTAL		
ARCHITECTURAL				
G0.1	COVER SHEET	●		
G0.2	LIFE SAFETY / OCCUPANCY PLAN	●		
G0.3	ACCESSIBILITY NOTES & DETAILS	●		
G0.4	RESPONSIBILITY SCHEDULE & ENERGY COMPLIANCE	●		
G0.5	ENERGY COMPLIANCE	●		
G1.1	ARCHITECTURAL SPECIFICATIONS	●		
G1.2	ARCHITECTURAL SPECIFICATIONS	●		
A1.1	ARCHITECTURAL SITE PLAN	●		
A2.1	DIMENSION / FLOOR PLAN	●		
A2.2	FINISH PLAN & FINISH SCHEDULE	●		
A2.4	REFLECTED CEILING PLAN & ROOF PLAN	●		
A2.5	ENLARGED RESTROOM PLAN & ELEVATIONS	●		
A3.1	EXTERIOR ELEVATIONS	●		
A3.2	EXTERIOR ELEVATIONS	●		
A3.3	INTERIOR ELEVATIONS	●		
A4.1	BUILDING SECTIONS	●		
A4.2	WALL SECTIONS	●		
A4.3	WALL SECTIONS	●		
A5.1	WINDOW SCHEDULE	●		
A5.2	DOOR SCHEDULE	●		
A6.1	TRASH ENCLOSURE ELEVATIONS & DETAILS	●		
A6.2	SITE DETAILS	●		
A6.3	WALL DETAILS	●		
A6.4	TPO ROOF DETAILS	●		
A6.5	HARDIE BOARD DETAILS	●		
A6.6	MONUMENT SIGN DETAILS	●		
A6.7	DOOR/ WINDOW DETAILS	●		
A6.8	INTERIOR DETAILS	●		
KITCHEN				
K1.0	EQUIPMENT PLAN & SCHEDULE	●		
K2.0	EQUIPMENT PLUMBING ROUGH-IN PLAN	●		
K3.0	EQUIPMENT ELECTRICAL ROUGH-IN PLAN	●		
K4.0	EQUIPMENT ELEVATIONS	●		
CIVIL				
C0.0	COVER SHEET	●		
C1.0	EXISTING CONDITIONS & DEMOLITION PLAN	●		
C2.0	EROSION PLAN	●		
C3.0	SITE PLAN	●		
C4.0	GRADING PLAN	●		
C5.0	UTILITY PLAN	●		
C6.0	CONSTRUCTION DETAILS	●		
C8.1	UTILITY DETAILS	●		
STRUCTURAL				
S1.1	GENERAL STRUCTURAL NOTES	●		
S1.2	TYPICAL DETAILS	●		
S1.3	TYPICAL DETAILS	●		
S2.1	FOUNDATION PLAN / ROOF FRAMING PLAN SCHEDULE	●		
S3.1	FOUNDATION AND FRAMING DETAILS	●		
MECHANICAL				
M0.0	COMCHECK COMPLIANCE	●		
M1.0	MECHANICAL PLAN & SCHEDULES	●		
M2.0	MECHANICAL DETAILS	●		
PLUMBING				
P1.0	PLUMBING NOTES & SCHEDULES	●		
P2.0	PLUMBING PLAN	●		
P3.0	PLUMBING DETAILS	●		
ELECTRICAL				
E0.0	ELECTRICAL SITE PLAN	●		
E0.1	EXTERIOR LIGHTING CUTSHEET & COMCHECK	●		
E0.2	EXTERIOR PHOTOMETRIC SITE PLAN	●		
E1.0	LIGHTING FLOOR PLAN & LUMINAIRE SCHEDULE	●		
E2.0	POWER FLOOR PLAN & EQUIPMENT SCHEDULES	●		
E3.0	ONE LINE DIAGRAM & PANEL SCHEDULE	●		
E4.0	ELECTRICAL SPECIFICATIONS & SYMBOLS	●		

EST. 1998 SCOOTER'S COFFEE

PROJECT ADDRESS:
-
-

REVISIONS:

TITLE:
COVER SHEET

DATE:
-

PROJECT NO.
-

- ☐ DESIGN DEVELOPMENT
- ☒ PERMIT SUBMITTAL
- ☐ BID PACKAGE
- ☐ CONSTRUCTION ISSUE

SHEET NO.
G0.1

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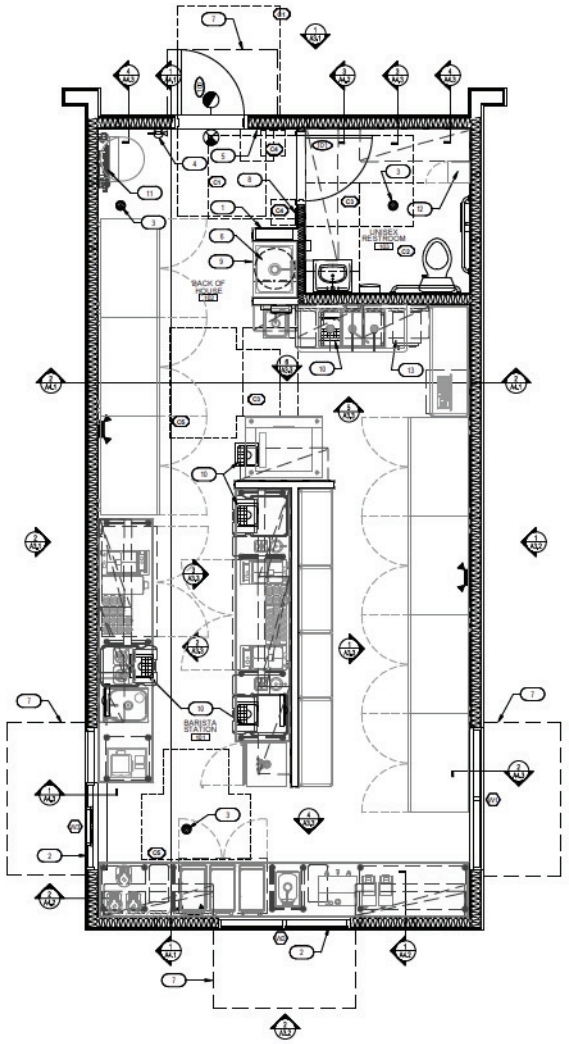
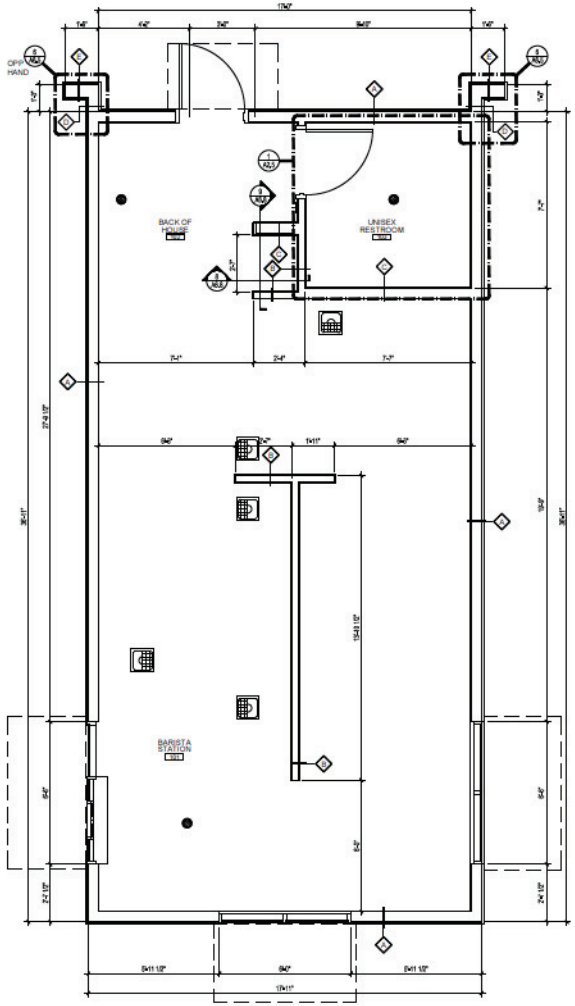


2 FLOOR PLAN
SCALE: 3/8" = 1'-0"

PLAN NORTH



1 DIMENSION PLAN
SCALE: 3/8" = 1'-0"

PLAN NORTH

GENERAL NOTES

A. PROVIDE PAINTED METAL ACCESS PANELS IN WALLS AND CEILINGS AT CONCEALED ITEMS SUCH AS VALVES, SHOCK ABSORBERS, CONTROLS, SWITCHES, ETC. AND ANY ITEMS WHICH MAY REQUIRE ACCESS NOT OTHERWISE PROVIDED.
B. GENERAL CONTRACTOR WILL FURNISH AND INSTALL 5LB MULTIPURPOSE DRY CHEMICAL (2A10BC) RATED FIRE EXTINGUISHERS WITH MOUNTING BRACKETS AND ACCESSORIES AT 4'-0" A.F.F. AS REQUIRED BY GOVERNMENTAL AUTHORITIES. MAXIMUM TRAVEL DISTANCE OF 75'-0" FOR PLACEMENT.
C. IT IS THE GENERAL CONTRACTOR'S RESPONSIBILITY TO COORDINATE, LOCATE, AND CONFIRM ALL FLOOR SINK, UNDERGROUND / OVERHEAD PLUMBING AND ELECTRICAL STUB-UPS.
D. SEE ROOM FINISH SCHEDULE FOR ALL ROOM FINISHES, SHEET A2.2.
E. SEE KITCHEN DRAWINGS FOR EQUIPMENT INFORMATION, SHEET K1.0
F. GENERAL CONTRACTOR TO CAULK AND SEAL ALL EXPANSION AND SAW CUT JOINTS AT ALL EXTERIOR/INTERIOR CONCRETE - SEE JOINT SEALERS SPECIFICATIONS.
G. ALL ITEMS SUCH AS LIGHT SWITCHES, FIRE EXTINGUISHERS, FIRE ALARM PULLS AND OTHER ITEMS TO BE LOCATED AS CLOSE AS POSSIBLE TO THE ADJACENT DOOR FRAME.
H. AT MOP SINK AND SINKS, PROVIDE 120 CLEANING SOLUTION DISPENSER ON HOSE BIBB SIDE.
I. THERE SHALL BE A MAXIMUM 1/2" OFFSET AT ALL THRESHOLDS AND AT ANY CHANGE OF FLOORING MATERIALS. OFFSETS GREATER THAN 1/4" REQUIRE A MAXIMUM BEVELED SLOPE OF 1 UNIT VERTICAL TO 2 UNITS HORIZONTAL.
J. ALL DOORS ARE 4" OFF ADJACENT WALLS UNO.
K. ALL EXTERIOR DOOR LANDING GRADES SHALL HAVE A SMOOTH TRANSITION TO THE ADJACENT PAVED SURFACE, AND THE MAX. RUNNING AND CROSS SLOPE OF ALL LANDINGS WILL BE 2%.
L. PROVIDE THERMOMETER ACCURATE TO 2 DEGREES FAHRENHEIT IN REFRIGERATORS IF ONE IS NOT INCLUDED WITH FIXTURE.
M. ALL HAND SINKS MUST BE PROVIDED WITH A HAND WASHING SIGN, PAPER TOWEL DISPENSER AND HAND SOAP DISPENSER.

WALL LEGEND

FRAMING / DIMENSIONING NOTE:

ALL DIMENSIONS ARE TO FACE OF SLAB AND FACE OF STUD.

1. EXTERIOR WALL:
HARDIE BOARD OVER WEATHER RESISTANT BARRIER (WRB) OVER SHEATHING OVER 2x6" WOOD STUDS @ 16" O.C., 12" CEMENT BOARD AT BASE W/ 1/2" PLYWOOD ABOVE AND FRP PANEL TO 10'-6" A.F.F., PROVIDE BATT INSULATION IN ALL EXTERIOR WALLS.
2. INTERIOR PARTITION WALL:
2x4" WOOD STUDS @ 16" O.C., 12" CEMENT BOARD AT BASE W/ 1/2" PLYWOOD ABOVE AND FRP PANEL FINISH TO 10'-6" A.F.F. BOTH SIDES. PROVIDE R-13 ACOUSTICAL BATT INSULATION AT RESTROOM.
3. PLUMBING PARTITION:
2x6" WOOD STUDS @ 16" O.C. 12" CEMENT BOARD AT BASE W/ 1/2" MOISTURE RESISTANT GYP BD ON RESTROOM SIDE AND 12" CEMENT BOARD AT BASE W/ 1/2" PLYWOOD FOR BACK OF HOUSE WITH FRP PANEL TO 10'-6" A.F.F. BOTH SIDES. PROVIDE R-13 ACOUSTICAL BATT INSULATION IN PARTITION.
4. EXTERIOR WING WALL:
HARDIE BOARD OVER WEATHER RESISTANT BARRIER (WRB) OVER SHEATHING OVER 2x6" WOOD STUDS @ 16" O.C., SHEATHING AND BREAK METAL ONE SIDE.
5. EXTERIOR WING WALL:
2x6" WOOD STUDS @ 16" O.C. OVER WEATHER RESISTANT BARRIER (WRB) OVER SHEATHING AND BREAK METAL BOTH SIDES.

KEYNOTES - FLOOR PLAN

1. NEW ELECTRICAL PANEL, SEE ELECTRICAL DRAWINGS
2. GRAPHICS ON WINDOW BY OWNER
3. FLOOR DRAIN, SEE PLUMBING DRAWINGS
4. 3A-10BC MINIMUM RATED FIRE EXTINGUISHER
5. PROVIDE TACTILE EXIT SIGN AT EXIT DISCHARGE
6. WATER HEATER ABOVE, SEE PLUMBING DRAWINGS
7. LINE OF CANOPY ABOVE BY OTHERS
8. ACCESSIBLE RESTROOM SIGN
9. MOP SINK, SEE PLUMBING DRAWINGS
10. FLOOR SINK, SEE PLUMBING DRAWINGS
11. R.O. SYSTEM, SEE PLUMBING DRAWINGS
12. 6 DOOR EMPLOYEE LOCKERS ANCHORED TO WALL BY GC
13. FLOOR SAFE BY OWNER, BOLTED TO FLOOR BY G.C.

CLEARANCE KEYNOTE



C1 DOOR WITH A CLOSER AND A LATCH



C2 CIRCULAR TURNABOUT



C3 CLEAR FLOOR SPACE



C4 TACTILE SIGNS



C5 T-TURN

DOOR LEGEND	
X	DOOR TAG. REFER TO SCHEDULE ON SHEET A5.2
WINDOW LEGEND	
X	WINDOW TAG. REFER TO DETAILS ON SHEET A5.1

FM GROUP INC
TWENTY FIVE YEARS
15974 N. 77th ST., STE 100
SCOTTSDALE AZ 85260

SCOOTER'S COFFEE EST. 1998

PROJECT ADDRESS:
-
-

REVISIONS:

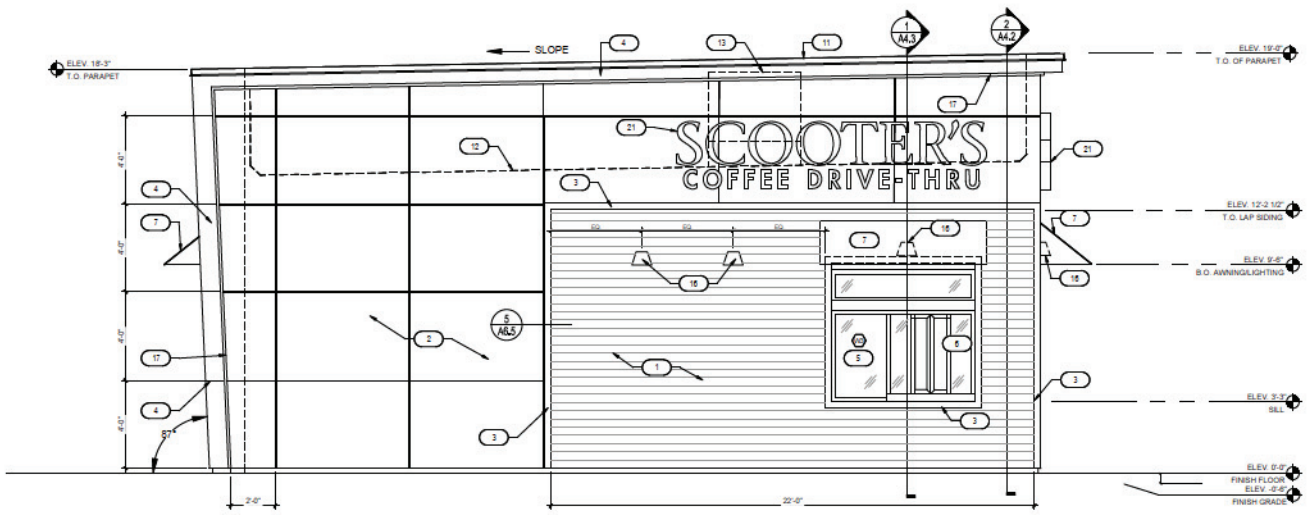
TITLE:
DIMENSION PLAN & FLOOR PLAN

DATE:
-
PROJECT NO.
-

- ☐ DESIGN DEVELOPMENT
- ☒ PERMIT SUBMITTAL
- ☐ BID PACKAGE
- ☐ CONSTRUCTION ISSUE

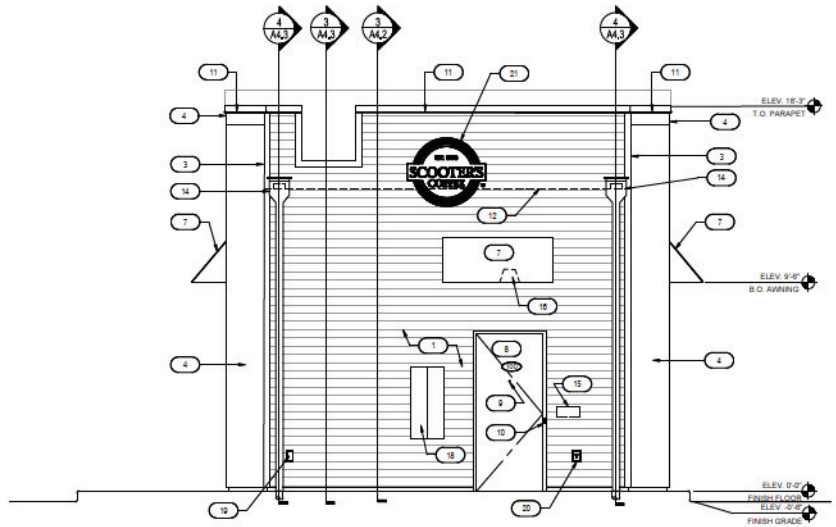
SHEET NO.
A2.1

SHEETING, MASS EXCAVATION, AND SHORING DESIGN AND CONSTRUCTION SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR WHO SHALL EMPLOY A REGISTERED ENGINEER EXPERIENCED IN SUCH WORK. THESE PLANS DO NOT INDICATE THE METHOD OR MEANS OF CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL JOB SITE SAFETY PRECAUTIONS AND PROGRAMS IN CONNECTION WITH THE WORK AND SHALL PROTECT ADJACENT PROPERTY AS REQUIRED BY LAW. THE CONTRACTOR SHALL INDEMNIFY AND HOLD HARMLESS THE OWNER AND ARCHITECT FROM ANY AND ALL LIABILITY, REAL OR ALLEGED, IN CONNECTION WITH THE PERFORMANCE OF WORK ON THIS PROJECT, EXCEPTING LIABILITY ARISING FROM THE SOLE NEGLIGENCE OF THE OWNER OR ARCHITECT, FOR ANY INJURY, INCLUDING DEATH, TO PERSONS AND DAMAGE TO PROPERTY.



2 EXTERIOR ELEVATIONS

SCALE: 3/8" = 1'-0"



1 EXTERIOR ELEVATIONS

SCALE: 3/8" = 1'-0"

KEYNOTES

1. HARDIE PLANK HZ10 LAP SIDING CEDARMILL 6-1/4", SEE HARDIE DETAIL SHEET A6.5 - COLOR: SHERWIN WILLIAMS SW6992 INKWELL EGGSHELL FINISH
2. HARDIE REVEAL PANEL SYSTEM WZ10 - SMOOTH FINISH, SEE HARDIE DETAIL SHEET A6.5 - COLOR: SW 1015 SKYLINE STEEL
3. 3 1/2" HARDIE TRIM, SEE HARDIE DETAIL SHEET A6.5 - COLOR: SHERWIN WILLIAMS SW6992 INKWELL EGGSHELL FINISH
4. 20 GAUGE METAL ACCENTS AND SOFFITS - COLOR: BLACK
5. INSULATED DARK BRONZE ALUMINUM WINDOWS WITH DUAL PANE TEMPERED GLASS
6. QUICKSERVE 46X48 WINDOW - COLOR: DARK BRONZE
7. AWNING BY OTHERS - COLOR: RED
8. INSULATED HOLLOW METAL DOOR AND FRAME - COLOR: SHERWIN WILLIAMS SW6992 INKWELL EGGSHELL FINISH
9. PEEP HOLE, BY DOOR MANUFACTURER
10. DOOR BELL
11. 20 GUAGE METAL PARAPET CAP
12. LINE OF ROOF BEYOND
13. ROOF TOP UNIT BEYOND, SEE MECHANICAL DRAWINGS
14. ROOF SCUPPER AND DOWNSPOUT, SEE DETAIL 8/A6.3
15. MAILBOX BY OWNER
16. WALL MOUNTED LIGHT FIXTURE, SEE ELECTRICAL DRAWINGS
17. LED LIGHT BAND, SEE ELECTRICAL DRAWINGS
18. SES PANEL, SEE ELECTRICAL DRAWINGS
19. ELECTRICAL OUTLETS, SEE ELECTRICAL DRAWINGS
20. HOSE BIBB, SEE PLUMBING DRAWINGS
21. SIGNAGE BY OTHERS, UNDER A SEPARATE PERMIT

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SCOOTER'S COFFEE

PROJECT ADDRESS:
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-

REVISIONS:

TITLE:
EXTERIOR ELEVATIONS

DATE:
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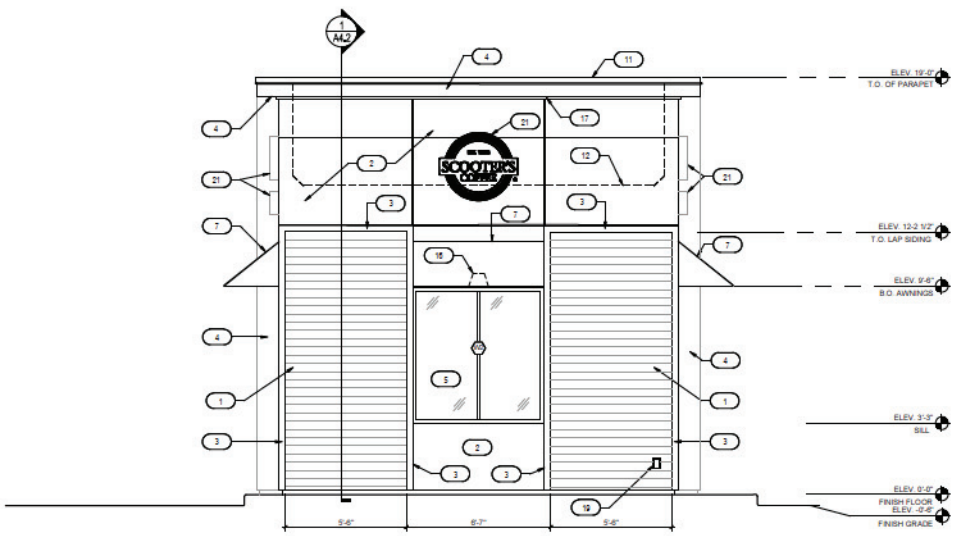
PROJECT NO.
-

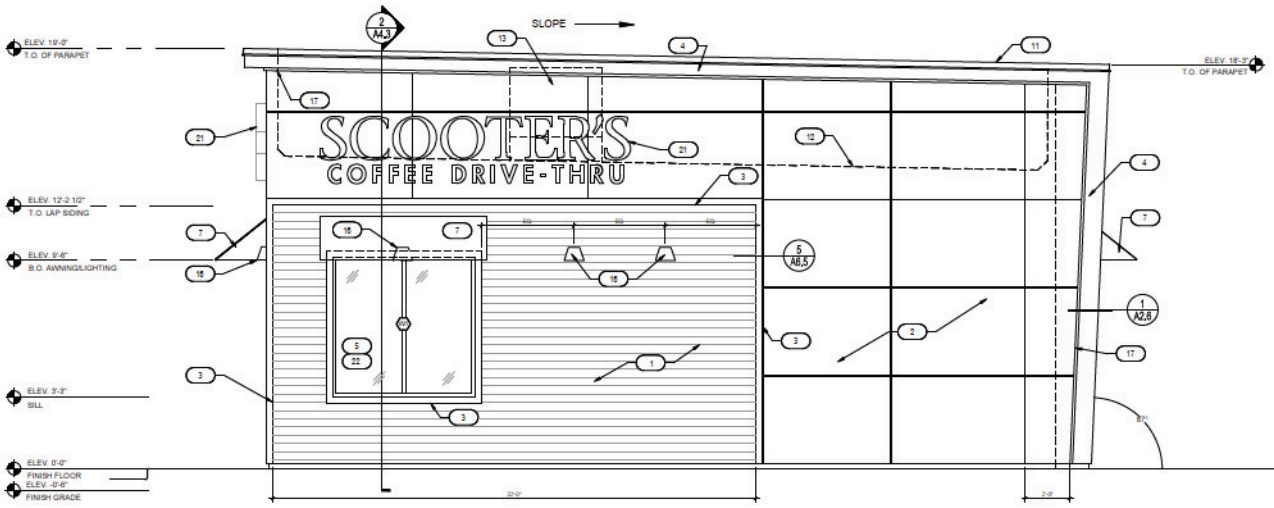
- [ ] DESIGN DEVELOPMENT
- [x] PERMIT SUBMITTAL
- [ ] BID PACKAGE
- [ ] CONSTRUCTION ISSUE

SHEET NO.
A3.1

Specific work restrictions as to a release time, location, and/or sequencing of work may be established at the pre-work meeting. Failure to comply with these restrictions may result in the issuance of a stop work order by the Owner.



2 EXTERIOR ELEVATIONS
SCALE: 3/8" = 1'-0"



1 EXTERIOR ELEVATIONS
SCALE: 3/8" = 1'-0"

KEYNOTES

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5. INSULATED DARK BRONZE ALUMINUM WINDOWS WITH DUAL PANE TEMPERED GLASS
6. QUICKSERVE 48X48 WINDOW - COLOR: DARK BRONZE
7. AWNING BY OTHERS - COLOR: RED
8. INSULATED HOLLOW METAL DOOR AND FRAME - COLOR: SHERWIN WILLIAMS SW6992 INKWELL EGGSHELL FINISH
9. PEEP HOLE, BY DOOR MANUFACTURER
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15. MAILBOX BY OWNER
16. WALL MOUNTED LIGHT FIXTURE, SEE ELECTRICAL DRAWINGS
17. LED LIGHT BAND, SEE ELECTRICAL DRAWINGS
18. SES PANEL, SEE ELECTRICAL DRAWINGS
19. ELECTRICAL OUTLETS, SEE ELECTRICAL DRAWINGS
20. HOSE BIBB, SEE PLUMBING DRAWINGS
21. SIGNAGE BY OTHERS, UNDER A SEPARATE PERMIT
22. SPANDREL GLASS

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SCOTTSDALE AZ 85260

SCOOTER'S COFFEE

PROJECT ADDRESS:
-
-

REVISIONS:

TITLE:
EXTERIOR ELEVATIONS

DATE:
-

PROJECT NO.
-

- [ ] DESIGN DEVELOPMENT
- [x] PERMIT SUBMITTAL
- [ ] BID PACKAGE
- [ ] CONSTRUCTION ISSUE

SHEET NO.
A3.2

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7/22/2022

1508-1510 N Main St



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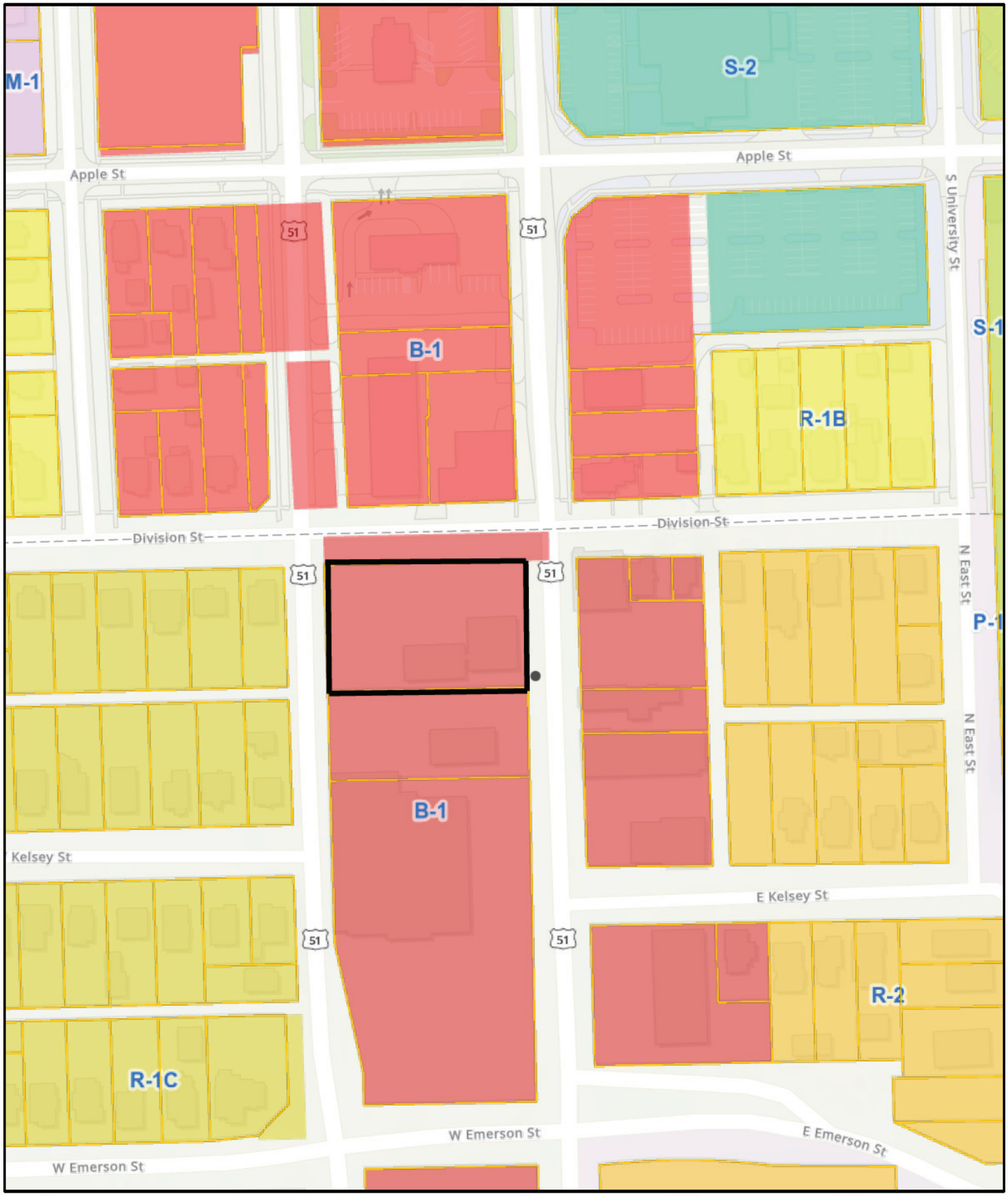
1 inch = 94 feet

McGIS

7/22/2022

1508-1510 N Main St



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mi

1 inch = 188 feet

McGIS




SCOOTER'S
COFFEE DRIVE-THRU

Economic & Community
Development Department
115 E Washington St, Ste 201
Bloomington, IL 61701
(309)434-2226
planning@cityblm.org

July 18, 2022

NOTICE OF PUBLIC HEARING

The Planning Commission of the City of Bloomington, Illinois, will hold a public hearing on **Wednesday, August 3rd, 2022 at 4:00 PM in the Osborne Room, 2nd Floor, at the Bloomington Police Station, 305 S East St, Bloomington, IL 61701** on the following: Case PR-07-22 Public hearing, review and action on a petition submitted by John Phillips, on behalf of Coffee Bros, LLC for a **Legislative Site Plan Review, for the property located at 1508-1510 N. Main Street**. PIN: 14-33-329-012.

You are receiving this notice because you own property within a 500-foot radius of the subject property (refer to attached map).

- Those persons wishing to provide testimony on any of the agenda items designated as a public hearing may appear in-person.
- Those persons wishing to provide public comment may register at www.cityblm.org or email publiccomment@cityblm.org.

This hearing will be accessible to individuals with disabilities in compliance with the ADA and other applicable laws. For special needs contact the City Clerk at 115 E. Washington St., Ste 103, Bloomington, IL 61701 (309) 434-2240, cityclerk@cityblm.org or TTY at (309) 829-5115.

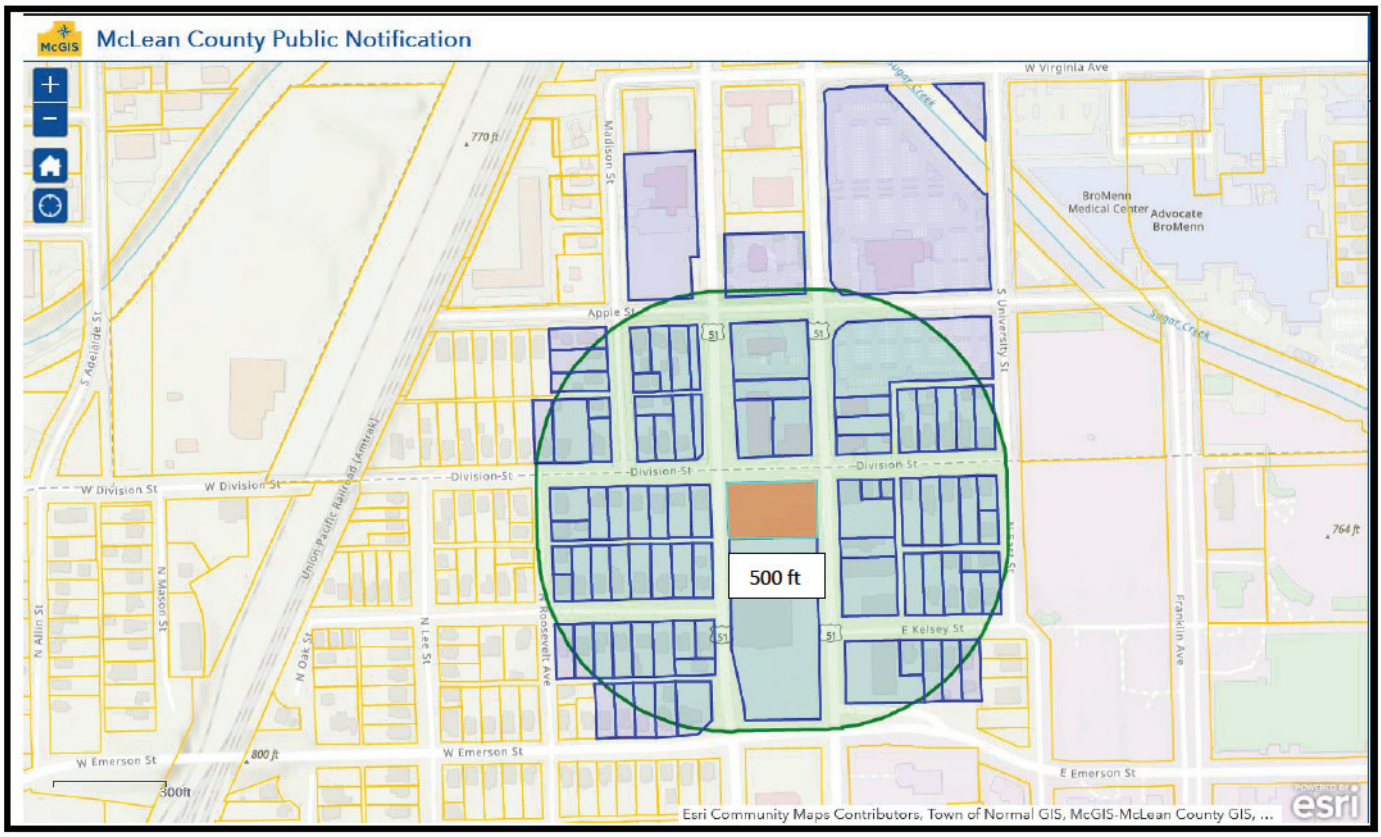
The agenda and packet for the hearing will be available prior to the hearing on the City of Bloomington website https://www.cityblm.org/government/boards-commissions. Please note this meeting could be subject to change based on a lack of quorum or other reasons. Notice of a change will also be posted online at https://www.cityblm.org/government/boards-commissions.

For questions contact the Economic & Community Development Department at 309-434-2226.

Sincerely,

Planning Division staff

Map of notified properties within 500 ft of subject property



There was no discussion by the Commission.

A motion was made to approve Resolution 2022-01 by Commissioner Boyd, seconded by Commissioner Kreiger. Roll Call Vote. Danenberger - Yes, Mr. Sant-Amour - Yes, Mr. Galpalli - Yes, Mr. Krieger - Yes, Ms. Beyer - Yes, Vice-Chair Boyd - Yes, and Chair Mohr - Yes. (7-0). The motion passed.

A motion was made to establish finding of facts as presented by the staff by Commissioner Boyd, seconded by Commissioner Danenberger. Roll Call Vote. Danenberger - Yes, Mr. Sant-Amour - Yes, Mr. Galpalli - Yes, Mr. Krieger - Yes, Ms. Beyer - Yes, Vice-Chair Boyd - Yes, and Chair Mohr - Yes. (7-0). The motion passed.

A motion was made to recommend approval of the Zoning Map Amendment to the City Council by Commissioner Boyd, seconded by Commissioner Kreiger. Roll Call Vote. Danenberger - Yes, Mr. Sant-Amour - Yes, Mr. Galpalli - Yes, Mr. Krieger - Yes, Ms. Beyer - Yes, Vice-Chair Boyd - Yes, and Chair Mohr - Yes. (7-0). The motion passed.

Staff noted that this case will be heard on the August 22, 2022, City Council agenda.

B. PR-07-22 Public hearing, review and action on a request by petition submitted by John Phillips, on behalf of Coffee Bros, LLC, for a Legislative Site Plan Review, and potential Variances, for the property located at 1508-1510 N, Main Street. PIN: 14-33-329-012.

City Staff Jon Branham presented the staff report, with a recommendation for approval.

Mr. Branham noted there are not variance associated with the request, but the project is still pending Illinois Department of Transportation (IDOT) approval, which could result in modifications to the site plan. This could potentially result in the petitioner having to return to the Commission to amend the site plan, if necessary.

Mr. Branham stated the building is 644 sq ft and is a drive-through only facility. The Petitioner is not modifying the access points. There are two drive-through ordering lanes that meet stacking requirements, and a bypass lane has been provided. Landscaping and parking requirements have also been met.

Commissioner Boyd inquired if sidewalks were already established around the property. Mr. Branham confirmed they were existing, and noted direct pedestrian access has been provided from the sidewalk along Main Street to the building.

Commissioner Boyd inquired about bike parking. Mr. Branham stated there was none indicated on the plan. He stated the business will be primarily concentrated on the drive-through component.

Commissioner Beyer asked if there have been any other requests for drive-throughs in the area. Mr. Branham stated that he was not aware of any within the last year.

Robbie Ryan (14006 Charles Street, Omaha, Nebraska). Mr. Ryan represents Coffee Bros, LLC. whom if affiliated with Scooter's Coffee. Mr. Ryan stated Scooter's Coffee started in 1994 in Omaha. His development firm has constructed approximately 16-20 stores thus far. His firm builds the stores and either sells or leases the land to them. He stated Scooter's currently has 460 stores with plans to grow to 600 stores by end of this year and 1,000 by the end of next year. They are operating in more than 20 states. This location will be strictly drive-through, no inside access will be provided. They are looking to have four locations within Bloomington eventually. They are also looking to put three locations in Peoria and three locations in Decatur. He stated he felt the located is ideal as the area is underserved when to comes to coffee.

Chairperson Mohr wanted to clarify that there is no walk-up window. Mr. Ryan stated that is correct. Chairperson Mohr noted the pedestrian access would be for employees. Mr. Ryan answered in the affirmative. Mr. Wetterow clarified that even though there is no inside access, City Code requires the pedestrian access.

Chairperson Mohr asked about parking as needed or required. Mr. Ryan said they typically provide 6-7 per store, but 10 was required here and provided.

Vice-Chairperson Boyd express concern about landscaping near roadway and visibility. Mr. Branham and Mr. Wetterow stated the Code has a section related to site triangles which limits the height of structures and vegetation within them to ensure visibility is not impaired. The site visibility requirements must be met and appear to be based upon the site plan.

Mr. Ryan stated Scooter's would make sure the landscaping stays under control. Their intent is for the business to be seen.

Chairperson Mohr stated the Commission has recommended one-way-in, one-way-out sometimes in the past for drive-throughs, but since this is located between two one-way streets that may not be practical for the site and he is not recommended this for this site.

Commissioner Galpalli asked how many employees there are and is their sufficient parking to accommodate. Mr. Ryan stated there are typically 4-5 employees between 5:30am-9am, 2-3 employees until 5pm, and then 1-2 employees until close, typically by 7-8pm, depending on demand.

Commissioner Beyer asked for clarification on traffic circulation within the site. Chairperson Mohr explained that sometimes the Commission has made recommendations on adjusting flow to limit queueing issues, but this would not be an instance where this would be applicable.

Commissioner Boyd made a motion to establish findings of fact and recommend approval. The motion was seconded by Commissioner Galpalli. Danenberger - Yes, Mr. Sant-Amour - Yes, Mr. Galpalli - Yes, Mr. Krieger - Yes, Ms. Beyer - Yes, Vice-Chair Boyd - Yes, and Chair Mohr - Yes. (7-0). The motion passed.

Staff noted that this case will be heard on the August 22, 2022, City Council agenda.

OLD BUSINESS

Chair Mohr encouraged advance review and the provision of input to staff any time they send out information, and additional information to staff between now and the next meeting.

City Planner, Glen Wetterow, stated that Staff have updated the text amendments to reflect the input received at the last Planning Commission Meeting. Staff is presenting these refined text amendments to the Commission for additional input and clarification. Staff's goal is to have the text amendments as formal agenda items by the end of the year.

Discussion Item 1- Residential nonconformities in the B-1

City Staff, Glen Wetterow, presented the updated version of the text amendment to the Commission. Mr. Wetterow noted the text amendments provided ensure existing single-family and multi-family nonconforming uses in B-1 will have a means to continue and will address allowing future multi-family development within the B-1 zoning district with additional oversight via the Special Use process. Mr. Wetterow provide maps indicated areas within town where staff has identified there are issues related to nonconformities in B-1 zoning. The first map depicted S. Main St which indicated sections along it were comprised of 75% or more residential. Addressing nonconformities allows this . The next map indicated some properties north of W. Market Street and west of I-55. Mr. Wetterow noted some of the properties Northeast of the subject area already rezoned to R-3A, but these areas make sense to leave B-1 but also to allow multi-family via a Special Use. The final map was of an area near the intersection of Washington St and Clinton St. The text amendments would not address this area and the uses within this area are small scale commercial, but the B-1 zoning is not appropriate here. It is more appropriate for this area to be rezoned to B-2 zoning which is focus on local commercial. There are other areas in town where rezoning may be the most appropriate solution.

Ms. Pemberton added that the primary concern she is hearing from the public at this time is what single-family homeowners can do with/in these B-1 zoned areas. Staff's primary concern is how we can assist them and addressing nonconforming properties is the best way to do so. The inquires she has had related to multi-family in B-1 zoning surrounds them wanting to know they have a way to move forward in the event of a disaster.

Mr. Boyle highlighted the biggest issue with something suddenly becoming non-conforming is finance. Mr. Boyle noted is hard to get financing on something that may not be able to be rebuilt.

Discussion Item 2 - Zoning for Assisted Living Facilities

City Staff, Jon Branham, presented the updated version of the text amendment to the Commission. Mr. Branham noted this definition was left out of code update. There were

REGULAR AGENDA ITEM NO. 8.A

FOR COUNCIL: August 22, 2022

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and action to approve the AFSCME Local 699 Contract, as requested by the Human Resources Department.

RECOMMENDED MOTION: The proposed Contract be approved.

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

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

BACKGROUND: On March 10, 2022, AFSCME Local 699 representing the employees in Public Works and Parks and Recreation (as well as other departments) and City staff began negotiating the terms of a collective bargaining agreement to replace the agreement that expired on April 30, 2022. The expired agreement can be located on the City's website under Human Resources in a folder titled Labor Contracts. After several meetings, the parties agreed to the terms of the new contract and a Tentative Agreement was reached on August 4, 2022. Highlights from the Tentative Agreement include:

- Wages/Term: The parties agreed to a three (3) year contract term. In the first year of the contract, employees will receive an across the board increase retroactive back to May 1, 2022 of 3.5%. The across the board increase in the second year of the contract is effective May 1, 2023 at 3% and the third year of the contract is effective May 1, 2024 at 2.75%. The parties also agreed to a $750 signing bonus for each employee in the bargaining unit.
- Update the date for eligibility for Longevity percentages versus a lump sum payment to May 1, 2023.
- Modify the shift differential from $.60 to $.75 per hour for all employees with majority of their scheduled work hours being outside 7a-3p. Fleet Technicians shift differential will be $1.50 per hour.
- Modify the entry level hourly rates effective May 1, 2022 as follows:
    - Zookeeper - $21.00
    - Maintenance Coordinator - $25.02
    - Custodian - $19.00
- Modification of the Utility Worker (I) job description in both the Parks and Recreation department and Facilities department to include additional Mechanical and Electrical certifications. Upon obtaining these certifications, the employee's base will be increased by $.50. Employees will receive a $400 bonus per certification for any additional certifications obtained. Employees that test for higher rated Mechanical, Electrical or have a Plumbing license will move to a newly created position of Utility Worker II which will be $5.00 per hour more than the Utility Worker I. For each

additional certification, the employee will receive a $750 bonus. New employees in both positions will be required to obtain the new required certifications within their probationary period.

- Incorporate the core certifications into the entry level hourly rate for the Fleet Technician and increase certification pay for both core and non-core certifications from $.10 per hour to $.20 per hour.
- Eliminate the payment of PC time for probationary employees upon separation of employment.
- Modify the ability for employees to bank comp time for working snow operations in lieu of payment of OT from 16 hours to 24 hours.
- Reduced the timeframe for employees to bid back to their previous position from 45 calendar days to 30 calendar days.
- Addition of 4 new FTE's in Public Works in the next 6 months and 1 new FTE in Park Maintenance by May 1, 2023.
- Memorialize the lunch and break practice for Zookeepers.
- Reduce the timeframe to report for a call-in from one (1) hour to forty-five minutes.
- Modify the language on payroll errors being corrected on the employees next payroll check.
- Increased the number of Job Injury Leave days from 45 to 65 days.
- Memorialize regular Safety Committee Discussions.
- Modify reimbursement for shoes for Zookeepers to $250 and Police employees to $150. Addition of the Fire Maintenance Coordinator uniform allotment and the reimbursement for shoes at $200. Increase Fleet Maintenance Technician clothing allowance to $350 annually.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: The financial impact of the across the board increase of 3.5% 2022 will be approximately $261,176. The additional cost of the 3% increase over the prior years increase will be approximately $231,701 in 2023 and $218,764 in 2024. The financial impact of the $750 signing bonus will be $82,500.

AMERICAN RESCUE PLAN FUNDING IMPACT: N/A

COMMUNITY DEVELOPMENT IMPACT: **This request meets the following goals and objectives of the Bloomington Comprehensive Plan 2035**: N/A

Respectfully submitted for consideration.

Prepared by: Angie Brown, Assistant Human Resources Manager

REGULAR AGENDA ITEM NO. 8.B

FOR COUNCIL: August 22, 2022

WARD IMPACTED: Ward 6 and Ward 4

SUBJECT: Consideration and action on 1) an Ordinance Amending the Budget Ordinance for the Fiscal Year Ending April 30,2023, to reallocate budgeted ARPA Funds, decreasing the General Fund budgeted revenue and expense by $750,000 and increasing the Capital Improvement Fund revenue and expense budget by the same $750,000, and 2) a Resolution Approving an Agreement with Crawford, Murphy, & Tilly, Inc. for a Downtown Streetscape Project and Concept Design, as requested by the Public Works Department.

RECOMMENDED MOTION: The proposed Ordinance and Resolution be approved.

STRATEGIC PLAN LINK:
Goal 2. Upgrade City Infrastructure and Facilities
Goal 5. Great Place - Livable, Sustainable City
Goal 6. Prosperous Downtown Bloomington

STRATEGIC PLAN SIGNIFICANCE:
Objective 2a. Better quality roads and sidewalks
Objective 5e. More attractive city: commercial areas and neighborhoods
Objective 6c. Downtown becoming a community and regional destination

BACKGROUND: Public Works is recommending the approval of an Agreement with Crawford, Murphy & Tilly for the Downtown Streetscape Project - Concept Design, in the amount not to exceed of $750,000.

Crawford, Murphy & Tilly will perform a high-level study to develop a multi-year plan that seeks to implement recommendations from the City's Comprehensive Plan as well as the Downtown Bloomington Task Force Report. These recommendations include the following:

- Revitalize the Downtown through streetscape enhancements
- Identify and designate gateways to Downtown
- Prioritize development choices that complement Downtown's historic character
- Enhance the walkability and bikeability within Downtown
- Investigate opportunities for integrating public art into Downtown

The Concept Design will result in the development of specific, phased projects with associated opinions of probable construction cost. Key stakeholders will be engaged throughout the process, including introducing opportunities for public involvement.

The Downtown Streetscape Project limits consist of the inner "beltloop" (inside Highway US 51B bounded to the north by Locust Street, and bounded to the south by Olive Street) as well as some of the surrounding areas west and east of the beltloop. A map of the project limits is attached.

The study length for this project is twelve months. Concept design work would start in August 2022, pending City Council approval of the agreement, and wrap up in August 2023. The final deliverable will include a report that will include a summary of existing conditions, a streetscape concept plan, a utility management plan, a traffic concept plan, a US 51B concept plan, a pavement management plan, a historical clearances management plan, a program phasing plan, and opinions of probable costs. The final deliverable will be presented to the City Council for adoption.

The City issued a Request for Statement of Qualifications, RFQ #2022-04, Downtown Bloomington Streetscape Improvements on July 9, 2021. A committee of City staff made up of representatives from Administration, Economic & Community Development, Facilities, Procurement, and Public Works reviewed, interviewed, and ranked the professional firms who submitted interest in providing professional services for this project. The committee performed a qualification-based selection process and determined Crawford, Murphy & Tilly to be the most qualified firm to do the work and best met the City's needs. Based on Crawford, Murphy & Tilly's selection, they were asked to submit a proposal for scope and fees associated with the Downtown Streetscape Project - Concept Design. The vendor chosen for this project utilized a qualifications-based selection process and, therefore, the City's local preference policy does not apply. Five firms submitted proposals of which one was local.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: If approved, $750,000 for the Downtown Streetscape Project - Concept Design contract will be paid out of the Capital Improvement Fund-Architectural & Engineering Services for Capital account (40100100-70051-75000). Please see the "Exhibit" for the specific accounts included in the Budget Amendment.

AMERICAN RESCUE PLAN FUNDING IMPACT: With Council approval of this agenda item utilizing American Rescue Plan Act (ARPA) funds, this will bring the Economic Development balance of remaining funds to $1,443,462.

If approved, the total remaining ARPA funds available will be $10,576,689.

COMMUNITY DEVELOPMENT IMPACT: **This request meets the following goals and objectives of the Bloomington Comprehensive Plan 2035**: Goal TAQ-1. A safe and efficient network of streets, bicycle-pedestrian facilities and other infrastructure to serve users in any surface transportation mode, Objective TAQ-1.1. Maintenance and development of a continuous network of arterial, collector and local streets that provides for safe and efficient movement of people, goods, and services between existing and proposed residential areas and major activity centers, maximizes walkability, and provides multimodal linkages to the state and interstate highway system, Objective TAQ-1.2. Data-driven transportation infrastructure policy and management, Objective TAQ-1.4. Pedestrian safety for users of all transportation facilities with a Sidewalk Master Plan, and sidewalk system that provides safe access throughout the transportation network. Goal D-2. Market and promote the unique brand and image of Downtown Bloomington, Objective D-2.1. Identify and designate gateways to Downtown. Goal D-5. Continue to develop a multi-modal transportation network in Downtown, Objective D-5.2. Enhance the walkability and bikeability within and to Downtown and facilitate access to car-sharing and bicycle sharing

services in the Downtown district.

Respectfully submitted for consideration.

Prepared by: Craig Shonkwiler, City Engineer

ATTACHMENTS:
PW 2B Ordinance
PW 2C Ordinance Exhibit
PW 2D Resolution
PW 2E Agreement (final)_signed
PW 2F Project Limits_Downtown Bloomington Streetscape Improvements Concept Design

ORDINANCE NO. 2022 - ___

AN ORDINANCE AMENDING THE BUDGET ORDINANCE FOR THE FISCAL YEAR ENDING APRIL 30, 2023

WHEREAS, on April 11, 2022 by Ordinance Number 2022-26, the City of Bloomington passed a Budget and Appropriation Ordinance for the Fiscal Year Beginning May 1, 2022 and Ending April 30, 2023, City of Bloomington, which Ordinance was approved by Mayor Mboka Mwilambwe on April 13, 2022; and

WHEREAS, a Budget Amendment is needed amending the Fiscal Year 2023 Budget to reallocate budgeted ARPA Funds, decreasing the General Fund budgeted revenue and expense by $750,000 and increasing the Capital Improvement Fund revenue and expense budget by the same $750,000, for the Downtown Streetscape Project - Concept Design.

NOW, THEREFORE, BE IT ORDAINED BY THE City Council of the City of Bloomington, McLean County, Illinois, as follows:

SECTION 1. Ordinance Number 2022-26 (the Budget and Appropriation Ordinance for the Fiscal Year Ending April 30, 2023) is further hereby amended by inserting the following line items and amount presented in the Exhibit and in the appropriate place in said Ordinances.

SECTION 2. Except as provided for herein, Ordinance Number 2022-26 shall remain in full force and effect, provided, that any budgeted or appropriated amounts which are changed by reason of the amendments made in Section One of this Ordinance shall be amended in Ordinance Number 2022-26.

SECTION 3. This Ordinance shall be in full force and effect upon its passage and approval and publication as required by law.

PASSED this 22nd day of August 2022.

APPROVED this ____ day of August 2022.

CITY OF BLOOMINGTON

_____

Mboka Mwilambwe, Mayor

ATTEST

_____

Leslie Smith-Yocum, City Clerk

FY 2023 Budget Amendment-Exhibit

Account #	Fund	Account Description		Amount	Comments
10010010-53110-75000	General	Non-Departmental-Federal Grants	$	750,000.00	
10010010-79990-75000	General	Non-Departmental-Other Miscellaneous Expense	$	(750,000.00)	
40100100-53110-75000	Capital Improvement	Federal Grants	$	(750,000.00)	
40100100-70051-75000	Capital Improvement	Architectural & Engineering for Capital	$	750,000.00	
		Net Transaction:	$	-	

RESOLUTION NO. 2022 - _____

A RESOLUTION APPROVING AN AGREEMENT WITH CRAWFORD, MURPHY, & TILLY, INC. FOR A DOWNTOWN STREETSCAPE PROJECT AND CONCEPT DESIGN

WHEREAS, the City of Bloomington (CITY) issued a Request for Statement of Qualifications, RFQ #2022-04, Downtown Bloomington Streetscape Improvements on July 9, 2021; and

WHEREAS, the City performed a qualification-based selection process and determined Crawford, Murphy & Tilly, Inc. (CM&T) to be the most qualified firm to do the work and best met the City's needs; and

WHEREAS, the City Council finds it in the best interests of the City to approve an agreement with CM&T for the Downtown Streetscape Project and concept design.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Bloomington, McLean County, Illinois:

That the recitals set forth above are incorporated herein and City Manager, or designated representatives, are authorized to negotiate and enter into an agreement with Crawford, Murphy & Tilly, Inc., in an amount not to exceed $750,000.00, for the development of a downtown streetscape project and concept design.

PASSED this 22nd day of August 2022.

APPROVED this _____ day of August 2022.

CITY OF BLOOMINGTON

_____
Mboka Mwilambwe, Mayor

ATTEST

_____
Leslie Smith-Yocum, City Clerk

CITY OF BLOOMINGTON AGREEMENT WITH
CRAWFORD, MURPHY, & TILLY, INC. FOR DOWNTOWN
STREETSCAPE PROJECT – CONCEPT DESIGN

THIS AGREEMENT, dated this ___ day of August, 2022, is between the City of Bloomington, IL (hereinafter "CITY") and Crawford, Murphy & Tilly, Inc. (hereinafter "VENDOR" or "CONTRACTOR"). CITY and VENDOR may hereinafter collectively be referred to as the "PARTIES" and individually as the "PARTY".

NOW THEREFORE, the PARTIES agree as follows:

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

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

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

i. This Agreement was subject to the following procurement initiative by the CITY: RFQ #2022-04, Downtown Bloomington Streetscape Improvements, July 9, 2021 (hereinafter "REQUEST"). Accordingly, the provisions of the REQUEST and the proposal submitted by VENDOR (hereinafter collectively referred to as "PROCUREMENT DOCUMENTS" and attached hereto), shall be incorporated into this Agreement and made a part thereof and shall be considered additional contractual requirements that must be met by VENDOR. In the event of a direct conflict between the provisions of this Agreement and the incorporated PROCUREMENT DOCUMENTS, the provisions of this Agreement shall prevail.

ii. The formal Proposal for Downtown Streetscape Project – Concept Design, attached hereto as Exhibit C, is incorporated herein and made a part of the obligations and conditions of this Agreement.

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

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

_X_ Fees as set forth in the Payment Terms attached as Exhibit B, attached hereto and incorporated herein not to exceed $750,000.00.

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

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

___ This Agreement is subject to bonding requirements.

i. It is therefore understood that the VENDOR will furnish, at no expense to the CITY, Payment and Performance Bonds to the CITY in the amount of the contract as stated in Section 4 executed by the VENDOR and at least two sureties as set forth under the Laws of the State of Illinois, as a guarantee that the VENDOR will timely and faithfully perform the work outlined herein.

ii. Said bond shall be conditioned to save and keep harmless said CITY from any and all claims, demands, losses, suits, costs, expenses, and damages which may be brought, sustained, or recovered against said CITY by reason of any negligence, default, or failure of the said VENDOR in designing, building, constructing, or completing said improvement and its appurtenances, or any part thereof, and that said improvement when constructed shall be free from all defects and remain in good order and condition for one year from its completion and acceptance by the CITY, ordinary wear and tear, and damage resulting from accident or willful destruction excepted; which bond is attached hereto and made a part hereof.

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

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

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

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

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

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

Section 10. **Indemnification.** To the fullest extent permitted by law, VENDOR shall indemnify and hold harmless CITY, its officers, officials, agents, and employees from claims, demands, causes of action, and

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

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

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

Section 13. **Representations of VENDOR.** VENDOR hereby represents it is legally able to perform the work that is subject to the Agreement.

Section 14. **Compliance with Local, State, and Federal Laws.** VENDOR agrees that any and all work by VENDOR shall at all times comply with all laws, ordinances, statutes, and governmental rules, regulations and codes.

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

_X_ This Agreement is not for "public works" and therefore Prevailing Wage does not apply.

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

Section 16. **Equal Opportunity Employment.** During the performance of this Agreement, the VENDOR agrees as follows:

i. The VENDOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The VENDOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The VENDOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

ii. The VENDOR will, in all solicitations or advertisements for employees placed by or on behalf of the VENDOR, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

iii. The VENDOR will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the VENDOR's legal duty to furnish information.

iv. The VENDOR will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the VENDOR’s commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

Section 17. **Access to Records.** The following access to records requirements apply to this Agreement:

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

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

Section 18. **Compliance with FOIA Requirements.** VENDOR further explicitly agrees to furnish all records related to this Agreement and any documentation related to CITY required under the Illinois Freedom of Information Act (ILCS 140/1 et seq.) (hereinafter "FOIA") request within five (5) business days after CITY issues notice of such request to VENDOR. VENDOR agrees to not apply any costs or charge any fees to the CITY regarding the procurement of records required pursuant to a FOIA request. VENDOR agrees to defend, indemnify, and hold harmless CITY, and agrees to pay all reasonable costs connected therewith (including, but not limited to, reasonable attorney's and witness fees, filing fees, and any other expenses) for CITY to defend any and all causes, actions, causes of action, disputes, prosecutions, of conflicts arising from VENDOR actual or alleged violation of FOIA, or VENDOR failure to furnish all documentation related to a request within five (5) business days after CITY issues notice of request. Furthermore, should VENDOR request that CITY utilize a lawful exemption under FOIA in relation to any FOIA request, thereby denying that request, VENDOR agrees to pay all costs connected therewith (such as reasonable attorney's and witness fees, filing fees, and any other expenses) to defend the denial of the request. The defense shall include, but not be limited to, challenged or appealed denials of FOIA requests to either the Illinois Attorney General or a court of competent jurisdiction. VENDOR agrees to defend, indemnify, and hold harmless CITY, and agrees to pay all costs connected therewith (such as reasonable attorney's and witness fees, filing fees, and any other expenses) to defend any denial of a FOIA request by VENDOR request to utilize a lawful exemption to CITY.

Section 19. **Federal Financial Assistance / Compliance with Title VI.**

i. This project is being supported, in whole or in part, by federal funds awarded to the City of Bloomington through the American Rescue Plan Act (ARPA). The City of Bloomington requires all parties it enters into agreement with to abide by all applicable laws, statutes, ordinances, and governmental rules, regulations, and codes and CONTRACTOR agrees to comply with all such laws, statutes, ordinances and governmental rules, regulations, and codes and must require all subcontractors to do the same. By entering into this agreement, CONTRACTOR understands that it will be receiving federal funds and agrees to fully comply with Section 19(ii).

ii. The sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement.

iii. CONTRACTOR, including any subcontractor, transferee, successor and/or assignee of CONTRACTOR, agrees to comply with assurances 1 – 4 of the Assurances of Compliance with Civil Rights Requirements (OMB Control # 1505-0271) incorporated herein by reference.

Section 20. **Notices.** All legal notices given in connection with this Agreement shall be made in writing and deemed complete by way of (a) hand delivery; (b) registered mail, postage prepaid; or (c) electronic mail with notice of receipt by the other PARTY at the following addresses or at such other address for a PARTY as shall be specified by like notice:

If to VENDOR:

Crawford, Murphy & Tilly, Inc.
Attn: Christopher J. Stritzel, PE
2750 W. Washington St.
Springfield, IL 62702
cstritzel@cmtengr.com

Copy to:
_____
_____
_____
_____
_____

If to CITY:

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

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

Section 21. **Insurance.** VENDOR shall, at a minimum, maintain insurance as required in the PROCUREMENT DOCUMENTS or as agreed upon with the City Procurement Manager. Certificates of insurance shall be provided to the CITY and CITY shall be named as additional insured under the policy(ies).

Section 22. **Assignment.** No PARTY may assign this Agreement, of the proceeds thereof, without prior written consent of the other PARTY.

Section 23. **Changes or Modifications.** This Agreement, its method of completion, its scope of work, nor its pricing may be modified or changed in any manner without the express written consent of both PARTIES via an Amendment fully executed by both PARTIES.

Section 24. **Governing Law.** This Agreement shall be governed by and interpreted pursuant to the laws of the State of Illinois, County of McLean.

Section 25. **Joint Drafting.** The PARTIES expressly agree that this Agreement was jointly drafted, and that both had the opportunity to negotiate its terms and to obtain the assistance of counsel in reviewing its terms prior to execution. Therefore, this Agreement shall be construed neither against nor in favor of either PARTY but shall be construed in a neutral manner.

Section 26. **Attorney's Fees.** In the event that any action is filed in relation to this Agreement, the unsuccessful PARTY in the action shall pay to the successful PARTY, in addition to all the sums that either PARTY may be called on to pay, a reasonable sum for the successful PARTY's attorney's fees (including expert witness fees).

Section 27. **Paragraph Headings.** The titles to the paragraphs of this agreement are solely for the convenience of the PARTIES and shall not be used to explain, modify, simplify, or aid in the interpretation of the provisions of this Agreement.

Section 28. **Term.** The term of this Agreement shall be:

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

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

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

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

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

Section 29. **Counterparts.** This Agreement may be executed in any number of counterparts, including electronically, each of which shall be deemed to be an original, but all of which together shall constitute the same instrument.

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

CITY OF BLOOMINGTON

By: _____
Its City Manager

ATTEST:

By: _____
Its City Clerk

VENDOR

By: [redacted]
Its Vice-President

By: [redacted]
Its Sr. Vice President & Secretary

EXHIBIT A
DESCRIPTION OF SERVICES/WORK PROVIDED

The description of services/work provided is defined in:

The Proposal for Downtown Streetscape Project -Concept Design, City of Bloomington Project No.: 53-13-23002-22-00, attached as Exhibit C, shall constitute the detailed Scope of Work.

Generally, this work consists of the development of a "Downtown Streetscape Project - Concept Design". This high-level study will result in the development of a multi-year plan that seeks to implement recommendations from the City's Comprehensive Plan as well as the Downtown Bloomington Task Force Report. These recommendations include the following:

-Revitalize the downtown through streetscaping enhancements.
-Identify and designate gateways to Downtown.
-Prioritize development choices that complement Downtown's historic character.
-Enhance the walkability and bikeability within Downtown.
-Investigate opportunities for intergrating public art into Downtown.

The program will result in the development of specific, phased projects with associated opinions of probable construction cost. The study area consists of the inner "beltloop" (inside Highway US 51B) bounded to the north by Locust Street, and bounded to the south by Olive Street, as well as some of the surrounding areas west and east of the beltloop.

EXHIBIT B
PAYMENT TERMS

1. The CONTRACTOR shall submit all invoices, based on the CONTRACTOR's progress reports, to the CITY no more than once a month for partial payment on account for the CONTRACTOR'S work to date. Such invoices shall represent the value, to the CITY of the partially completed work, based on the sum of the actual costs incurred, plus a percentage of the fixed fee for the fully completed work.

2. The CITY agrees to pay the CONTRACTOR:
(a) For progressive payments - Upon receipt of monthly invoices from the CONTRACTOR and the approval thereof by the CITY, monthly payments for the work performed shall be due and payable to the CONTRACTOR, such payments to be equal to the value of the partially completed work minus all previous partial payments made to the CONTRACTOR.
(b) Final payments - Upon approval of the work by the CITY but not later than 60 days after the work is completed and reports have been made and accepted by the CITY a sum of money equal to the basic fee as determined in the AGREEMENT less the total of the amount of partial payments paid to the CONTRACTOR shall be due and payable to the CONTRACTOR.

3. The CITY agrees to pay the CONTRACTOR as compensation for all services rendered in the accordance with the AGREEMENT on the basis of the following compensation method.

Method of Compensation: Cost plus Total Compensation = DL+OH(DL)+FF+DC

Where:
DL is the total Direct Labor,
DC is the total Direct Cost,
OH is the firm's overhead rate applied to their DL
FF is Fixed Fee

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

EXHIBIT C
CM&T PROPOSAL

PROPOSAL

FOR

DOWNTOWN STREETSCAPE PROJECT - CONCEPT DESIGN

CITY OF BLOOMINGTON, ILLINOIS

Bloomington Contract No: 50-13-23002-22-00
CMT Contract No.: 21001500.00
Prepared by:

Crawford, Murphy & Tilly, Inc.
2750 W. Washington Street
Springfield, IL 62702

I. INTRODUCTION 1
A. PROGRAM BACKGROUND 1
B. STUDY AREA BOUNDARY 1
C. CONTRACT PROPOSAL - SCOPE 3
II. OVERALL "DOWNTOWN STREETSCAPE PROJECT - CONCEPT DESIGN" DEVELOPMENT TASKS 4
A. TASK #A – PROGRAM MEETINGS 4
B. TASK #B – DATA COLLECTION 4
C. TASK #C – UTILITY COORDINATION 6
D. TASK #D – TRAFFIC ANALYSIS 7
E. TASK #E – ASSISTANCE WITH PUBLIC COORDINATION 10
F. TASK #F – US 51B COORDINATION 10
G. TASK #G – PAVEMENT ANALYSIS 11
H. TASK #H – CONCEPT DEVELOPMENT 13
I. TASK #I – PREPARATION OF "STANDARDS FOR DOWNTOWN STREETSCAPE" DOCUMENT 15
J. TASK #J – FUNDING OPPORTUNITIES 15
K. TASK #K – HISTORICAL CLEARANCES & COMMUNITY RESEARCH 16
L. TASK #L – PROGRAM COST OPINION 16
M. TASK #M – PROGRAM PHASING ANALYSIS 17
N. TASK #N – MISCELLANEOUS TASKS 18
O. TASK #O – QUALITY ASSURANCE 19
P. TASK #P – ADMINISTRATION / PROJECT MANAGEMENT 19
Q. TASK #Q – FINAL "DOWNTOWN STREETSCAPE PROJECT - CONCEPT DESIGN" DELIVERABLE 20
III. CLIENT RESPONSIBILITIES 21
IV. OUT OF SCOPE SERVICES 22
V. SCHEDULE 23
VI. EXHIBITS 24
1. FEE ESTIMATE SUMMARY 25
2. MAN-HOUR ESTIMATE 27
3. ESTIMATE OF DIRECT COST AND SERVICES BY OTHERS 32
4. CURRENT IDOT PROVISIONAL PAYROLL BURDEN/FRINGE EXPENSE AND GENERAL/ADMINISTRATIVE EXPENSE RATE LETTER 37
5. SUBCONSULTANT PROPOSALS 44

I. INTRODUCTION

A. PROGRAM BACKGROUND

Following a qualifications-based selection process, the City of Bloomington intends to engage Crawford, Murphy, & Tilly to assist with the development of a "Downtown Streetscape Project - Concept Design". This high-level study will result in the development of a multi-year plan that seeks to implement recommendations from the City's Comprehensive Plan as well as the Downtown Bloomington Task Force Report. These recommendations include the following:

- Revitalize the downtown through streetscaping enhancements.
- Identify and designate gateways to Downtown.
- Prioritize development choices that complement Downtown's historic character.
- Enhance the walkability and bikeability within Downtown.
- Investigate opportunities for integrating public art into Downtown.

The program will result in the development of specific, phased projects with associated opinions of probable construction cost. Key stakeholders will be engaged throughout the process, including introducing opportunities for public involvement, and the study will eventually be submitted for consideration by the City Council for adoption.

B. STUDY AREA BOUNDARY

The study area for this program will consist of the inner "beltloop" (inside Highway US 51B, bounded to the north by Locust Street, and bounded to the south by Olive Street) as well as some of the surrounding areas west and east of the beltloop. (Refer to Figure 1, prepared by City of Bloomington staff, below.)

Although the entire study area will be included in the "Downtown Streetscape Project - Concept Design", investigative and planning efforts will be predominately focused on the Main Street and Center Street corridors, since these two streets are the primary passageways throughout the Downtown area and have the greatest impact on visitors' Downtown experience.

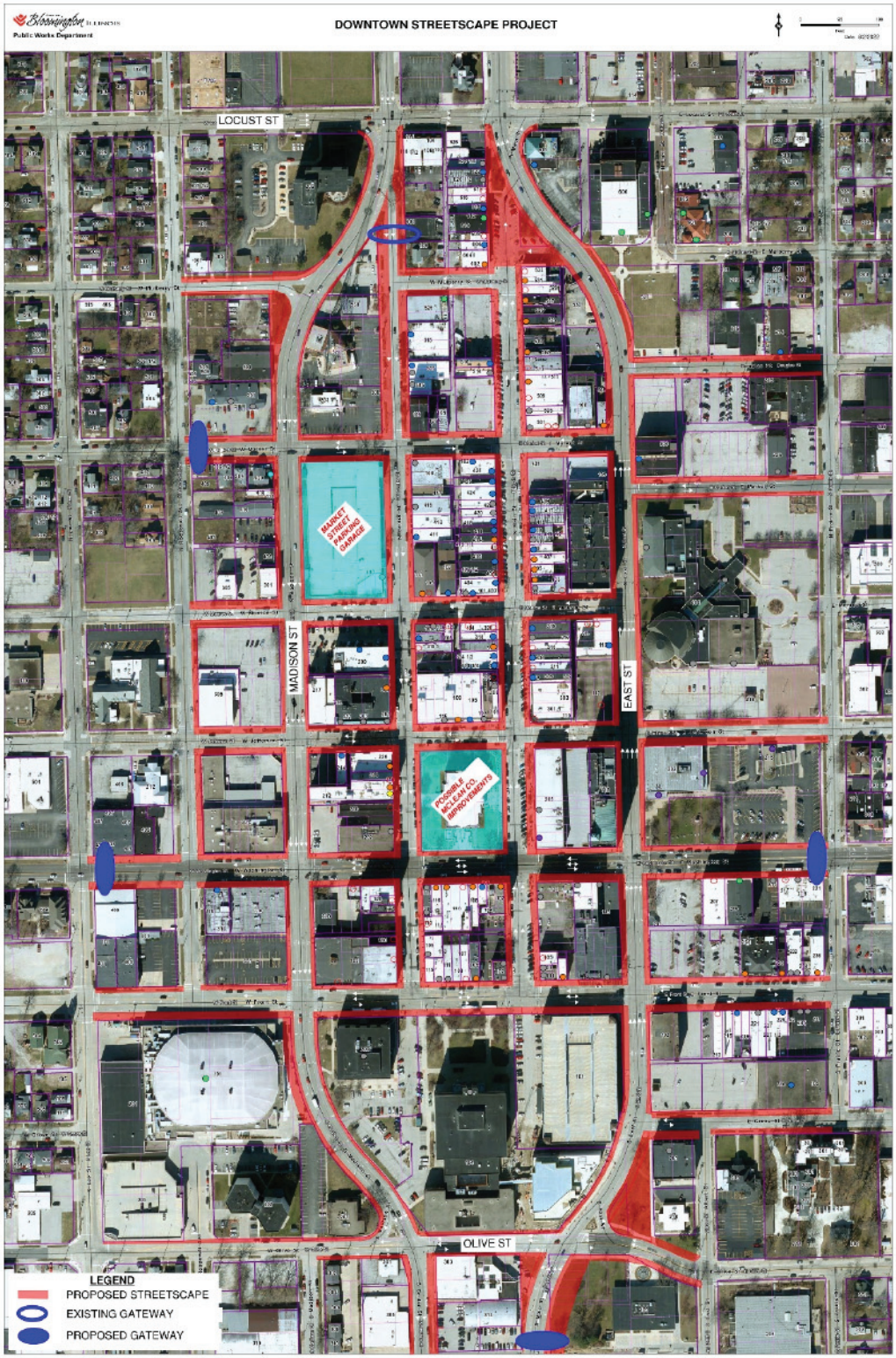


FIGURE 1 – STUDY AREA BOUNDARY

C. CONTRACT PROPOSAL - SCOPE

This contract proposal is limited to the overall "Downtown Streetscape Project - Concept Design" development, consisting of a high-level study of the program. The scope of this contract proposal excludes the detailed design of any specific streetscape projects (for which construction documents will be prepared under a separate future contract by others).

The work items required in order to complete the overall "Downtown Streetscape Project - Concept Design" development are enumerated in the pages that follow.

II. OVERALL "DOWNTOWN STREETSCAPE PROJECT - CONCEPT DESIGN" DEVELOPMENT TASKS

The development of the "Downtown Streetscape Project - Concept Design" has been broken into various tasks, each necessary to explore various aspects of the City's proposed revitalization and to inform the streetscaping design decisions.

Besides various due diligence activities, the overall "Downtown Streetscape Project - Concept Design" development tasks also include preparation of the overall planning document itself, with specific, implementable projects described in the final deliverable.

A. TASK #A – PROGRAM MEETINGS

The Design Team will not be working in a vacuum. Rather, it is important that there be close coordination between the Design Team and City representatives during the development of the program to ensure that the City's objectives and preferences are met. Program meetings will consist of the following:

1. *Subtask #A.1 – Bi-Monthly Virtual Program Meetings*

   Approximately every other week for the duration of the program development, virtual "working" meetings will be held between key members of the Design Team and representative(s) of the City. Meetings are anticipated to be one to two hours each. With an estimated 12-month program duration (see Schedule, Section VI, below) the total number of bi-monthly virtual program meetings is estimated at 36.

   Inasmuch as possible, the City representative(s) attending this meeting should have the "pulse" of the City, be committed to participating in these "working meetings", and have the authority to direct the design team on the many decision points.

2. *Subtask #A.2 – Quarterly In-Person "Check-In" Meetings*

   Quarterly "Check-In" meetings will be held in-person at the City's Government Center between the Design Team and a broader group of City officials/stakeholders to share progress to date. With an estimated 12-month program duration (see Schedule, Section VI, below) the total number of quarterly in-person "check-in" meetings is estimated at 4.

   Agendas will vary by meeting, but in general these meetings will serve as "gut checks" for the City to ensure that the Design Team is realizing the City's intended vision.

B. TASK #B – DATA COLLECTION

One of the initial tasks, required before any meaningful design work can begin, is the collection of relevant program data. Cooperation from the City will be essential to obtaining good

information from sources such as infrastructure record drawings and GIS data. Specifically, the data collection subtasks will consist of the following:

1. *Subtask #B.1 – Analyze Data from Previous Studies & Reports*

   This analysis will include the following documents:

   - "Downtown Bloomington Task Force – Final Report", prepared by the Downtown Bloomington Task Force and adopted by City Council in 2020
   - "City of Bloomington Comprehensive Plan 2035", prepared by the McLean County Regional Planning Commission and adopted by City Council in 2015
   - "Downtown Bloomington Strategy", prepared by Farr Associates and adopted by City Council in 2013
   - "2019-2020 Downtown Parking Utilization Study", prepared in 2020
   - "Downtown Streetscape Lighting Master Plan", prepared in 2014 by Farnsworth Group
   - "Downtown Bloomington Parking Planning – Existing Conditions", prepared in 2021 by Walker Consultants
   - "City of Bloomington Bicycle Master Plan", prepared by Bike BloNo, Ride Illinois, and the City of Bloomington, and adopted by City Council in 2015 and amended in 2017

2. *Subtask #B.2 – Review Available Record Plans & Drawings*

   This will include available as-built drawings of City streets and utilities within the study area.

3. *Subtask #B.3 – Coordinate City GIS Data & Aerial Imagery*

   GIS information we anticipate receiving from the City include shape files for utilities as well as Right-of-Way and property lines.

4. *Subtask #B.4 – Set Up Base Planning Drawings*

   Effort for this task will include assembling the available data and imagery in order to prepare base drawings to be used for design.

5. *Subtask #B.5 – On-Site Investigation and Recording*

   On-site field investigations will be conducted, primarily to complete photographic documentation of the existing conditions. Due to the high-level nature of this program, the on-site investigation is by no means intended to be comprehensive nor will it include any detailed topographic surveys.

6. *Subtask #B.6 – ADA Compliance Review*

   ADA review for this high-level study will be limited to examining instances of non-compliance already identified by the City, or areas where large-scale deficiencies are obvious. This study will not include a detailed field analysis of ADA compliance.

7. *Subtask #B.7 – Document Findings*

   Existing conditions will be documented in the final report.

C. TASK #C – UTILITY COORDINATION

Understanding the condition of underlying utilities and their anticipated useful life is an important task within the program development. The purpose of this investigation is to attempt to minimize scenarios where aged or deficient utilities must be replaced shortly after the construction of "above ground" beautification improvements.

1. *Subtask #C.1 – Confirm & Analyze Existing City Utility Data*

   In addition to the data collection described in Subtasks #B.2 and #B.3 above, this effort will include meetings with representatives of the City Public Works Departments, especially the Engineering and Water Divisions, in order to better understand utilities within the study area which may impact the proposed "Downtown Streetscape Project - Concept Design".

2. *Subtask #C.2 – Confirm & Analyze Vaults/Stair Wells Data*

   Effort in this subtask will primarily involve review and analysis of the vault inventory already identified in the City's "Downtown Streetscape Lighting Master Plan" as well as any additional information obtained during the Design Team's on-site investigation (Subtask #B.5). Excluded from this effort is any review of existing building drawings as well as any field measurements.

3. *Subtask #C.3 – Coordinate with Various Utility Companies*

   Public utility companies with utilities located within the study area will be contacted so that record maps may be requested. Follow up discussions with the companies may be warranted to verify utility locations or to discuss the companies' future plans for utility projects.

4. *Subtask #C.4 – Perform CCTV Televising of Sewers*

   In order to assess the condition of sanitary sewers which could impact the proposed program, they must first be televised. The approach to video inspection for this program will be as follows:

   - Due to the scale of this project and the number of sewers within the study area, only the "trunk" sewers within the main corridors of Center Street and Main Street, bounded by Locust Street and Olive Street, will receive video inspection as well as Washington Street and Jefferson Street, bounded by Madison Street and East Street.
   - Only sanitary sewers and combined sewers, not storm sewers, will be televised.
   - Only the "trunk" sewers, not the lateral services, will be inspected as part of this program.

- In lieu of televising some sewer segments, the Design Team will make use of recent sewer inspection data from the City's annual inspection program where possible.
- Sewer inspections will be performed by a qualified contractor, as a subconsultant to CMT. Inspections and classification of pipe defects will be performed in conformance with PACP (Pipeline Assessment and Certification Program) standards.
- This proposal has a portion of the overall fee earmarked as an allowance for future televising. This allowance approximately equates to 3,000 lineal feet of 24" pipe.
- It is possible that once the design study is underway additional sewer mains (beyond those included in the abovementioned allowance) will be identified as needing video inspection. Should this occur, the Design Team will work with the Public Works department to arrange for City forces to perform the inspections.

5. *Subtask #C.5 – Drainage Assessment*

   It is not within the scope of this high-level study to comprehensively analyze storm water management within the Downtown area. However, where drainage issues are observed by the Design Team or identified by City staff, any easily achievable improvements to those issues will be addressed within the planning documents. In no case will detailed calculations (e.g. determination of watershed areas or pipe sizing) be included in this program scope.

6. *Subtask #C.6 – Utility Risk Assessment*

   The assessment of the utilities is meant to inform design decisions regarding remediation (or deferring remediation) of deficiencies prior to construction of beautification improvements. The basis for those design decisions will be whether or not impacted utilities are deemed "critical". "Critical" in this sense equates to utilities which likely need replaced within 5-10 years or less.

   The Design Team will aid the City in assessing whether or not a given utility is "critical", but ultimately the City will be responsible for making that determination.

7. *Subtask #C.7 – Document Findings & Develop Recommendations*

   Determinations made during the analysis of impacted utilities as well as recommendations for remediation will be included in the final report.

D. TASK #D – TRAFFIC ANALYSIS

During the Concept Development phase (Task #H below), various modifications to the Downtown roads network will be considered. These modifications might include lane reductions, converting signalized intersections to all-way stops, and/or converting one-way streets to two-way. In order to inform the decisions regarding these modifications, traffic

analysis will be performed in order to analyze existing traffic patterns and to project the effect of any considered changes.

1. *Subtask #D.1 – Analyze Existing Conditions Including Vehicle Traffic Counts*

   With the aid of a subconsultant, the Design Team will collect traffic counts using cameras mounted at the intersections shown in Figure 2 below. Counts will be taken on a weekday and will include movements by vehicles, bicycles, and pedestrians. All counts will be taken over a 6-hour period (AM, Midday, and PM Peaks), except that four of the intersections (those shown at each of the four corners of the green box in Figure 2 below) will be taken over a 16-hour period.

   In addition to taking new traffic counts, the Design Team will review available information related to existing traffic patterns including mass transit routes (current and future schedules) and existing signal timing information. Information collected in Subtasks #B.2 and B.3 above (street record drawings and GIS data, respectively) will also be reviewed for relevant traffic modeling data.

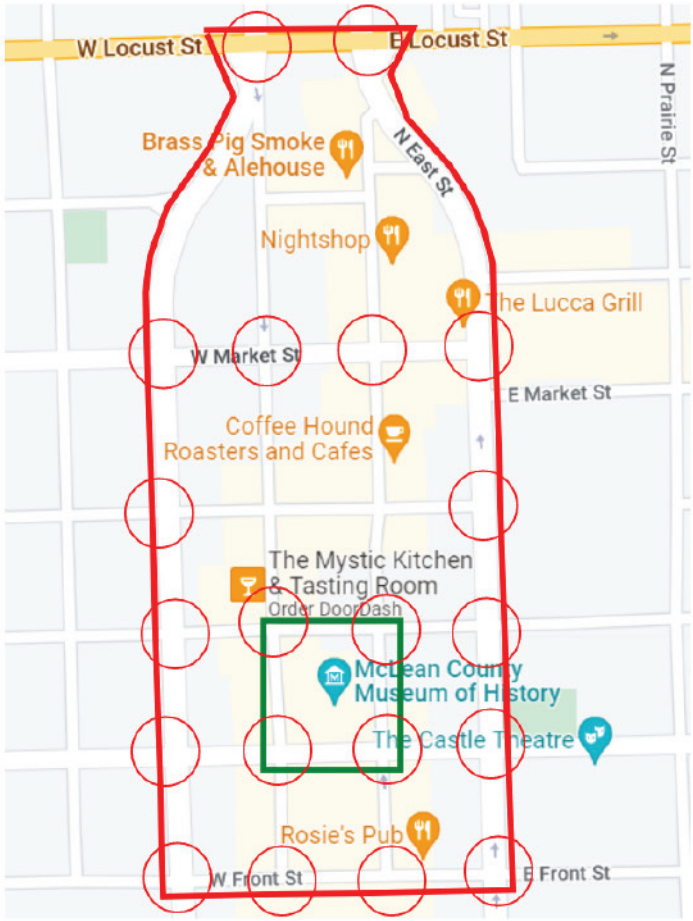


FIGURE 2 – Proposed Traffic Count Locations

2. *Subtask #D.2 – Analyze Data from Parking Analysis Study Done by Others*

   Data and conclusions from the Parking Analysis Study performed by Walker will also be reviewed for implications for traffic modeling.

3. *Subtask #D.3 – Model Traffic Alternatives*

   Following the data collection and analysis, the Design Team will perform traffic modeling consisting of the following subtasks:

   a) Evaluation of Existing Conditions and Traffic Projections

   - Identify growth/development factors
   - Develop design year traffic volumes and turning movements
   - Develop existing Synchro traffic model
   - Investigate thru lane and turn lane warrants

   b) Traffic Analysis and Development of Cross-Section/Lane Configuration Alternatives

   - Review roadway classification & design criteria
   - Confirm any regional preferences & National Association of City Transportation Officials (NACTO) recommendations with City staff
   - Evaluate potential alternatives using Synchro model developed in Subtask #D.3(a) above.
   - Evaluate one-way and two-way roadway networks
   - Conduct capacity analysis and Level Of Service (LOS)
   - Review signal timing optimization and corridor progression
   - Review safety concerns and benefits for improvements

4. *Subtask #D.4 – Traffic Meetings with City Traffic Engineer*

   The Design Team will work closely with the City Traffic Engineer to ensure that this individual concurs with the approach, selection of parameters, and analysis performed. It is anticipated that meetings will be scheduled as warranted and will occur virtually.

5. *Subtask #D.5 – Bicycle Analysis*

   The Design Team will include accommodations for bicycles in the traffic modeling analysis, including consideration of bike lanes. The "City of Bloomington Bicycle Master Plan" will be consulted extensively for this analysis, but recommendations for revisions to this plan will be made by the Design Team as warranted based on proposed streetscape improvements.

6. *Subtask #D.6 – Pedestrian Analysis*

   The Design Team will likewise include accommodations for pedestrians in the traffic modeling analysis, considering such aspects as safe pedestrian crossing durations across intersections.

7. *Subtask #D.7 – Document Findings & Develop Recommendations*

   Due to the high-level nature of this exercise, reporting for the traffic modeling analysis will not include the detail typically associated with standard Intersection Design Studies. Rather, the traffic studies will be documented to the extent necessary to justify various design decisions. We will work with the City Traffic Engineer to determine a satisfactory level of detail for documentation.

E. TASK #E – ASSISTANCE WITH PUBLIC COORDINATION

For a program of this scale, it is important that the public be afforded opportunities to be informed and comment on the proposed improvements. The exact scope of public coordination efforts cannot yet be identified at this time but will likely include most or all of the below subtasks. Note that regardless of the meeting format, only three public meetings are included in this proposal. (Those three meetings are exclusive of other meetings included in this proposal, such as the quarterly design meetings or the presentation of the final report to the City Council.)

1. *Subtask #E.1 – Assist City with Assembling Community Steering Committee*
2. *Subtask #E.2 – Meetings with Community Stakeholders*
3. *Subtask #E.3 – Assist City with Stakeholder Interviews & Feedback*
4. *Subtask #E.4 – Assist City at Public Information Meetings*
5. *Subtask #E.5 – Assist City with Public Media & Outreach*

   It is assumed that the City will use their own staff for preparation of public outreach materials, social media postings, etc. However, the Design Team will assist City staff by providing relevant content to them.

F. TASK #F – US 51B COORDINATION

We understand that the City desires to have better pedestrian connectivity across U.S. Highway 51B (Madison Street and East Street) in order to create a stronger link between the Downtown core and the areas on either side of the "beltloop". This contract proposal includes subtasks that seek to improve that connectivity by working directly with the Illinois Department of Transportation (IDOT) to consider alternatives for improving pedestrian crossings.

It should be noted that this effort is limited to high-level planning tasks intended to gauge IDOT's receptivity to various alternatives. Any detailed design of improvements is excluded from this proposal.

1. *Subtask #F.1 – Meetings with IDOT*

   We understand that IDOT has currently engaged Hutchison Engineering, Inc. to prepare a Phase I Preliminary Study on US 51B through Bloomington and Normal. Because IDOT will already be actively reviewing improvements in this area, there exists an opportunity for the Design Team to request consideration of highway

modifications which support the goals of the "Downtown Streetscape Project - Concept Design".

Our Design Team will meet with IDOT and any of their consultants up to two times. The purpose of the first meeting will be to present to IDOT the objectives of the program and gauge whether or not they are receptive to consideration of any modifications we might propose. At this meeting the Design Team will come prepared with various ideas to share to IDOT.

We anticipate that IDOT will allow us to explore certain options with them further, after refining the concepts and/or modeling various scenarios. The second meeting, then, will be to present our findings and respond to any questions they have for the Design Team. This proposal offers no guarantees as to outcomes with IDOT, but ideally the Design Team can get IDOT to agree in principle to some improvements which can then be incorporated into the planning documents.

2. *Subtask #F.2 – Corridor Alternative Modeling*

   The Design Team will provide traffic modeling of up to four corridor alternatives in support of IDOT's consideration of the recommended improvements. Traffic modeling will follow the approach for analysis and deliverables enumerated in Task #D, above. Results of the modeling will then be used to justify recommendations to IDOT. If the results do not support the proposed alternatives, no further pursuit of these improvements will be made by the Design Team.

3. *Subtask #F.3 – Document Findings & Develop Recommendations*

   A summary of discussions with IDOT, including any concepts or models shared, will be included in the final report. Any preliminary agreements reached with IDOT will also be referenced in the report.

G. TASK #G – PAVEMENT ANALYSIS

A pavement analysis of each of the street blocks within the Downtown "beltloop" will be performed in order to inform the cost estimate. The effort is primarily intended to answer the question: "Is this street a suitable candidate for a simple rehab (such as mill and overlay), or is reconstruction required?"

Note that a detailed pavement condition rating and analysis methodology such as PASER (Pavement Surface Evaluation and Rating) will not be performed as part of this contract proposal. (We understand that the City has already developed a PASER rating inventory of these streets.) Rather, a cursory evaluation of each street's pavement section will be performed as is appropriate for this high-level planning effort.

1. *Subtask #G.1 – Analyze City As-Builts and Perform Pavement Cores*

Review any available roadway as-built drawings (see Subtask #B.2 above) to determine what pavement section was intended.

Using a geotechnical subconsultant, perform a pavement core in the middle of each street block within the "beltloop" for a total of 28 cores (see Figure 3 below). The geotechnical firm will provide flaggers to promote traffic safety. Pavement cores will be backfilled with concrete and will be drilled in the middle of a traffic lane to avoid disruption before concrete cures. Finally, the geotechnical firm will classify the pavement cores.



FIGURE 3 – Proposed Pavement Core Locations

2. *Subtask #G.2 – Assemble Data on Streets' Existing Pavement Sections*

   Review the data from the as-built drawings along with the pavement cores to make an educated approximation of what each street's representative pavement section is.

3. *Subtask #G.3 – Document Findings & Develop Recommendations*

   A summary of the pavement investigation, along with any recommendations for rehab or reconstruction will be included in the final report.

H. TASK #H – CONCEPT DEVELOPMENT

The ultimate objective of the "Downtown Streetscape Project - Concept Design" planning process is to develop a clear concept of the future streetscaping and beautification improvements. The following subtasks describe how the Design Team will achieve that objective:

1. *Subtask #H.1 – Theming and Vision Development*

   Before any detailed concepts can be prepared it is important that the Design Team first understand and document the City's vision for downtown development as a roadmap for future design choices. These will include the following:

   - Walkability – A guiding principle of the entire program will be the extent to which pedestrian movements are emphasized over vehicular movements. The "walkability" of Downtown Bloomington will govern such design elements as preference for outdoor dining versus on-street parking, possible lane reductions, traffic calming features, and many other streetscaping elements. It is therefore important that the Design Team be given good direction on this point early on, as it will set the tone for the entire program design.
   - Level of Investment – For any given streetscaping improvement (e.g. paving material type), there is a range in quality and associated cost. This extends to the overall level of investment for a given street corridor, determining how "upscale" it is. The Design Team needs to understand the City's commitment to a level of investment so that the "Downtown Streetscape Project - Concept Design" is neither over-designed nor under-designed.
   - Theming – We already understand that the City desires to reflect the historic building architecture in the streetscaping improvements. In order to confirm the City's preference for Downtown theming, the Design Team will develop perspective drawings to convey the design intent and revise based on feedback received.
   - No tasks involving development of branding or wayfinding for the Downtown will be included in this contract proposal.

2. *Subtask #H.2 – Concept Development (Typical and Specific Improvements)*

   This effort involves synthesizing the visioning, due diligence tasks, and public input with the Design Team's imagination to develop concepts. Plan view drawings for every street block in the study area will be prepared illustrating such elements as curb bump outs, landscaping, pavement colors, and amenities.

3. *Subtask #H.3 – Visualization of Concepts*

   An important aspect of concept development is the need to clearly convey the design to stakeholders using visualization techniques. Included in this subtask is preparation of sketches and renderings depicting various representative streetscaping alternatives.

4. *Subtask #H.4 – Research Materials & Amenities*

   The Design Team will work with the City to achieve consensus on a palette of colors, finishes, and paving material types to be used throughout the streetscaping. The Design Team will also research and develop concepts for site amenities such as benches, bike racks, trash receptacles, potted plants, accent lighting, and bollards. Considered amenities will also include speakers for music at select locations as well as electric receptacles to be made available to street vendors.

   Material research will also include light fixtures for vehicular and pedestrian lighting. We understand the City has previously engaged a consultant to prepare a "Downtown Streetscape Lighting Master Plan". The recommendations from this master plan will be leveraged in the "Downtown Streetscape Project - Concept Design". However, based on recent feedback from the City, we understand that a review of light fixture types as well as the proposed location of City security cameras should be reviewed to ensure compatibility.

   Where feasible, opportunities for incorporating "green" infrastructure, such as bioswales, will be included.

   Finally, the Design Team will coordinate with the City's Parks and Recreation Department to review potential tree species and other landscaping (as well as planter boxes) to be included in the "Downtown Streetscape Project - Concept Design" program. Selected landscaping will be appropriate for an urban environment.

   The repetitive use of these colors, materials, landscaping, and amenities in the various streetscaping projects will be important to establish a consistent sense of Downtown Bloomington identity, no matter where in the Downtown area one happens to be.

I. TASK #I – PREPARATION OF "STANDARDS FOR DOWNTOWN STREETSCAPE" DOCUMENT

It is understood that City will implement projects from the "Downtown Streetscape Project - Concept Design" over a period of years. In order to ensure that a consistent aesthetic is used for all projects, a "Standards for Downtown Streetscape" document will be developed so that it may be referenced when selecting colors, materials, and amenities.

1. *Subtask #I.1 – Preparation of Standards Document*

The "Standards for Downtown Streetscape" document will include product cut sheets, specifications, and other relevant manufacturer's information. In order to be more user-friendly, the document will be organized into logical sections and include an index.

2. *Subtask #I.2 – Hand-Off Presentation of Standards Document to City Staff*

In order to ensure a clean hand-off of the "Standards for Downtown Streetscape" document to the City, a presentation to relevant City Staff will be provided by the Design Team. Elements of the presentation will include a discussion of the purpose of the document and any special instructions. The presentation is anticipated to be brief, as the document will be created to be user-friendly.

J. TASK #J – FUNDING OPPORTUNITIES

We understand that the City has not yet identified a funding source(s) for the various projects that will comprise the "Downtown Streetscape Project - Concept Design".

1. *Subtask #J.1 – Periodic Project "Check-In" between Team and CMT's Government Affairs Specialist*

The Design Team's Government Affairs Specialist will from time to time attend the Bi-Monthly Program Meetings (see Subtask #A.1 above) to "check-in" with the group. Discussions will include whether or not there are any new projects that might potentially be considered as suitable candidates for funding opportunities such as grants, congressional appropriations, or other earmarks.

2. *Subtask #J.2 – Preparation and Periodic Updating of Memo Report of Funding Candidate*

Our Design Team will prepare a "living" Memo Report, tracking funding opportunities and possible next steps. Following each "check-in", our Team will update the Memo Report so that City officials can at anytime access the document as suits their needs.

Excluded from this scope proposal is providing any assistance with grant writing, lobbying, or other similar pursuits of funding. Such services may be provided by CMT but would need to be engaged under separate contract.

K. TASK #K – HISTORICAL CLEARANCES & COMMUNITY RESEARCH

The Design Team seeks to avoid situations where a project is programmed but later determined to be infeasible due to protections by the Illinois Historic Preservation Division or similar agencies. This scope proposal provides for a high-level investigative review of the study area, with the goal of minimizing such situations.

1. *Subtask #K.1 – Historical Asset Review & Consultation*

   It is anticipated that most roadblocks will be easily identified, either by reviewing the National Historic Register or by planning the majority of the improvements within the City Right-of-Way. The Design Team will also consult with the City's Historic Preservation Commission for assistance identifying any historically protected properties.

   In the event that difficulties arise with properly assessing historic protections, the Design Team will engage a Historian as a subconsultant to assist on a limited basis.

2. *Subtask #K.2 – Submittals for Illinois Historic Preservation Division Clearance*

   Project specific submittals to the Illinois Historic Preservation Division for clearance are expected to be very few. (It would not be practical to submit the entire Downtown study area for clearance.) Rather, only when potential roadblocks are identified (see Subtask #K.1 above) that might conflict with planned improvements will a submittal be considered.

   More often, submittals to the Illinois Historic Preservation Division will coincide with an actual project from the program being implemented.

L. TASK #L – PROGRAM COST OPINION

In order to inform the program phasing analysis (see Task #M below), the City must first estimate the cost of the improvements. The Design Team will assist with this process by preparing an Opinion of Probable Construction Costs.

1. *Subtask #L.1 – Establishing Reasonable Unit Costs*

   Construction costs are becoming increasingly difficult to estimate due to recent swings in material prices, labor shortages, and supply chain disruptions. It will be the charge of the Design Team to establish unit prices to be used in programming that are reasonably accurate to the extent possible in the current bidding climate.

   The Design Team will attempt to do so by (1) analyzing historical construction costs (costs for projects the Design Team has participated in as well as readily available bid tab data), (2) contacting contractors and suppliers where appropriate, and (3) including a contingency for labor and material escalation in addition to the more traditional design and construction contingencies.

2. *Subtask #L.2 – Preparation of Opinion of Probable Construction Cost for Program*

   A high-level quantity take-off will be performed and then applied to the unit costs developed in Subtask #L.1 above in order to develop Opinions of Probable Construction Cost for the individual projects. This subtask will be iterative with the program phasing analysis (Task #M) below since the project boundaries may change based on estimated costs and other variables.

   The various Opinions of Probable Construction Cost will be included in the final report.

M. TASK #M – PROGRAM PHASING ANALYSIS

An important step in the implementation of the "Downtown Bloomington Streetscape" program is breaking it into logical construction projects and developing a plan for phasing these projects over some period of time.

1. *Subtask #M.1 – Development of Phasing Program*

   In order to develop the phasing plan, the Design Team will work with the City to establish parameters such as desired timeframe for the overall program and annual budget for streetscaping improvements. The Design Team will also seek to understand locations considered by the City to be high priority.

2. *Subtask #M.2 – Preparation of Phasing Exhibits with Costs*

   Based on the inputs determined in Subtask #M.1 above, the Design Team will prepare exhibits showing the proposed improvements along with associated opinions of probable construction costs (developed in Task #L above).

3. *Subtask #M.3 – Evaluate Local Business Owners' Needs*

   Included in the effort for this task is the evaluation of the needs of local business owners and the impacts various phasing alternatives will have on them. It is by no means possible to fully address every concern to the satisfaction of business owners, but the Design Team will nonetheless review issues such as noise, parking, pedestrian access, and emergency responder alternate route analysis.

4. *Subtask #M.4 – Evaluate Construction Phasing Alternatives*

   The ultimate responsibility for selecting a program phasing plan will lie with the City. However, the Design Team will serve as an advisor during the process – reviewing various phasing alternatives and making suggestions or recommendations as warranted.

   It is anticipated that this process will take the format of a virtual workshop, hosted by the Design Team and attended by key decision makers within the City of Bloomington staff.

5. *Subtask #M.5 – Develop Design & Construction Phase Schedule*

   The Design Team will formalize the decisions reached by the City be preparing a design and construction phase schedule for the program as a whole. The phasing exhibits and program schedule will be included in the final report.

N. TASK #N – MISCELLANEOUS TASKS

There are various tasks that the Design Team must include in the program development that are unique to recent developments in Downtown Bloomington.

1. *Subtask #N.1 – Refuse Management Analysis*

   We understand that there are currently issues with refuse collection in the Downtown area resulting in trash often found outside of containers. We also understand that the City only partially participates in refuse collection, with the remaining collection outsourced to a private company.

   The Design Team will review opportunities for improving access for vehicles collecting refuse as well as identifying optimal locations for containers. Additionally, the solution may need to involve policy changes by the City.

2. *Subtask #N.2 – Electric Vehicle Charging Stations*

   We understand that the City desires for multiple electric vehicle charging stations to be installed Downtown. The Design Team will work with the City to identify appropriate locations for those stations and then incorporate into the streetscaping plans.

3. *Subtask #N.3 – Special Project Coordination*

   There are three "special projects" Downtown which will need to be incorporated into the overall program development.

   - Market Street Garage – It is understood that Bloomington's Market Street Parking Garage site could be the site of a future development. The Design Team will work with the City and potential developers to coordinate impacts to the "Downtown Streetscape Project - Concept Design" due to planned modifications to such elements as pavement geometrics and bus routing. Additionally, the timing of this project will likely impact phasing considerations for streetscaping in this area.
   - Route 66 Parklet – We understand that a parklet commemorating Route 66 is scheduled to be constructed at the northeast corner of Main Street and Jefferson Street. The Design Team will work with the City and representatives of the parklet developer to ensure that planned streetscaping elements are compatible with the proposed parklet. As with the Market Street Parking Garage site, the timing of this project may impact phasing considerations for streetscaping in this area.

- Old Courthouse Square – We understand that the McLean County intends to develop the courthouse square area surrounding the McLean County Museum of History. The Design Team will work with the County and/or their consultants to ensure that the planned improvements are compatible with the proposed streetscaping design.

O. TASK #O – QUALITY ASSURANCE

The Design Team will implement an internal quality assurance plan intended to reduce (though perhaps not entirely eliminate) errors/omissions and improve the overall quality of our deliverables.

1. *Subtask #O.1 – Develop Quality Assurance Plan*

   A Quality Assurance Plan will be prepared that is pertinent to each of the aforementioned design tasks. The plan will track components of the design such as complete and accurate deliverables, on schedule delivery of documents, clear and proactive communication, and close monitoring of construction budgets.

2. *Subtask #O.2 – Quality Assurance Review of Projects*

   A Constructability Review of each of the proposed projects in the program will be performed by senior staff in order to review the practicality of specific improvements. The review will include such items as ease of construction, long-term durability of products, ease of maintenance, and other logistics.

P. TASK #P – ADMINISTRATION / PROJECT MANAGEMENT

The following administration/project management subtasks will be provided by CMT:

1. *Subtask #P.1 – Develop and Monitor Work Plan*

   A work plan will be developed that will outline the major work tasks and prioritize the order of completion in order to meet the program schedule.

2. *Subtask #P.2 – Prepare Meeting Minutes*

   Following each of the meetings enumerated in Task #A above, meeting minutes will be prepared and distributed to the meeting participants for comment.

3. *Subtask #P.3 – Personnel Planning, Scheduling, and Budget Control*

   CMT utilizes a Deltek Project Management Software accounting system and assigns a task number for each unit of work to be completed. This then allows the Project Manager to better monitor and schedule resources while having control of the overall design budget.

4. *Subtask #P.4 – Coordination of Sub-Consultants*

   CMT will directly coordinate the work and contracts of various subconsultants for this project. These include the following:

- Massie Massie + Associates (Springfield, IL) – Landscape Architecture and Urban Design & Planning **(WBE/MBE Firm – 26.7 of Total Contract Fee)**
- Workbench Architects (Bloomington, IL) – Architecture & Visualization
- Hoerr Construction, Inc. (Goodfield, IL) – Sewer Televising
- Midwest Engineering and Testing, Inc. (Bloomington, IL) – Pavement Core Testing
- TERRA Engineering, Ltd. (St. Louis, MO) – Intersection Traffic Counts

5. *Subtask #P.5 – Contract Administration and Close-Out*

   Management of CMT's contract with the City, including pay requests and any contract amendments, will be included with this subtask.

   This effort also includes project management for the final submittal of project deliverables such as the "Downtown Streetscape Project - Concept Design" plan. All documents will be provided in both electronic and hard copy format for future use by the City.

Q. TASK #Q – FINAL "DOWNTOWN STREETSCAPE PROJECT - CONCEPT DESIGN" DELIVERABLE

The "Downtown Streetscape Project - Concept Design" final deliverable will include the following elements, most of which are described in greater detail above:

1. *Subtask #Q.1 – Executive Summary*
2. *Subtask #Q.2 – Existing Conditions Summary*
3. *Subtask #Q.3 – Streetscaping Concept Plan*
4. *Subtask #Q.4 – Utility Management Plan*
5. *Subtask #Q.5 – Traffic Concept Plan*
6. *Subtask #Q.6 – U.S. 51B Concept Plan*
7. *Subtask #Q.7 – Pavement Management Plan*
8. *Subtask #Q.8 – Historical Clearances Management Plan*
9. *Subtask #Q.9 – Program Phasing Plan*
10. *Subtask #Q.10 – Opinion of Probable Costs Summary*
11. *Subtask #Q.11 – Presentation to City Council & Stakeholders*

    The Design Team will present the "Downtown Streetscape Project - Concept Design" to the City Council so that it may be considered for adoption. The presentation, open to the public, will be conducted in person.

    A Power Point presentation, or similar, summarizing key elements of the program will be prepared for the occasion. City staff will be given the opportunity to review the presentation in advance.

III. CLIENT RESPONSIBILITIES

This contract proposal assumes that City responsibilities will include but not be limited to the following:

- To the maximum extent possible, provide consistent direction at the various program decision points to the Design Team in order to minimize performing the Tasks enumerated in the contract proposal multiple times. We understand that with a program as extensive and as open ended as the "Downtown Streetscape Project - Concept Design" there may be occasional backtracking as the study evolves and new/different conclusions are drawn, but the City shall nonetheless be responsible for resolving internal disagreements so that a unified vision can be communicated to the Design Team.
- Engage relevant City staff when needed to direct decisions and connect them to the Design Team.
- Take the lead on any and all negotiations with the McLean County related to the courthouse square improvements.
- Participation in the various design meetings.
- Provide GIS shape files with information on assets relevant to the program, such as utility locations.
- Provide as-built drawings of streets and utilities, upon request and when available.
- Make final determinations on "critical" versus "non-critical" utilities (see Subtask #C.5).
- Supplement the sewer televising work if deemed necessary (see Subtask #C.4).
- Host any public forums and handle communications for the event.
- Print and distribute informational brochures to residents and business owners affected by upcoming construction projects.
- Perform general coordination with property owners including notice of construction, negotiations with owners affected by the proposed improvements, or when temporary construction easements are needed.
- Assist with street mock-ups if utilized (temporary lane reductions, temporary curb bump outs, etc) meant to educate the public before permanent improvements are installed.

IV. OUT OF SCOPE SERVICES

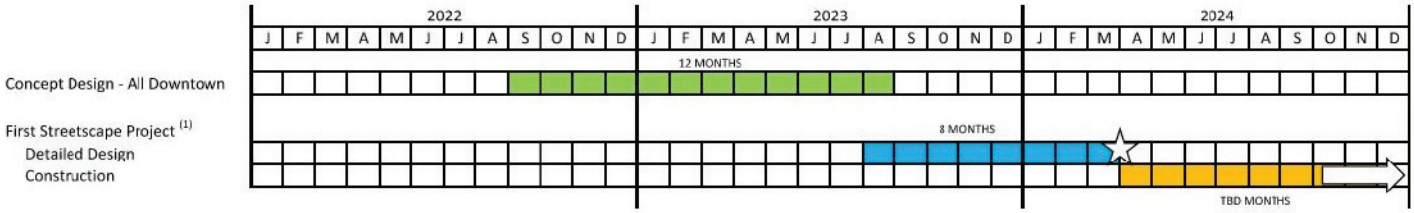
At various points in the above Task descriptions, a specific service is noted as being excluded from the base scope of services. In addition to those previously noted, the following services are likewise excluded from this contract proposal:

- Assistance with property acquisition / easement negotiations .
- Research title work for any Downtown area.
- Preparation of any surveying plats such as Right of Way Vacation Plats, Easement Plats, or ALTAs.
- Perform any environmental investigation or mitigation (Phase 1 ESAs, e.g.) .
- Perform as-built surveys or prepare record drawings.
- Perform construction layout staking.
- Perform any utility potholing.
- Provide any storm water detention design.
- Perform any design related to separating combined sewers.
- Assistance with any site entitlements including but not limited to re-zoning, zoning variances, and TIF administration.
- Pay any permit application fees.
- Any other services not specifically enumerated in the base scope of services are excluded from this contract proposal but may be engaged if agreed upon in writing by both parties.

V. SCHEDULE

The below figure depicts the proposed schedule for the "Downtown Streetscape Project - Concept Design" development. Achieving this schedule will require shared responsibility between Crawford, Murphy, & Tilly and the City of Bloomington. CMT will be responsible for performing the tasks enumerated above and for presenting information to the City in a timely manner. The City will be responsible for rendering decisions in a timely manner and for providing clear, consistent direction throughout the process.

City of Bloomington Downtown Streetscape Project - Estimated Schedule



(1) Best case scenario. The extent of the First Streetscape Project is dependent on results of the Concept Design phase and funding availability.

VI. EXHIBITS

1. SCOPE OF SERVICES FEE SUMMARY
2. MAN-HOUR ESTIMATE
3. ESTIMATE OF DIRECT COST AND SERVICES BY OTHERS
4. CURRENT IDOT PROVISIONAL PAYROLL BURDEN/FRINGE EXPENSE AND GENERAL/ADMINISTRATIVE EXPENSE RATE LETTER
5. SUBCONSULTANT PROPOSALS

1. FEE ESTIMATE SUMMARY

CMT

CITY OF BLOOMINGTON, IL
SCOPE OF SERVICES FEE SUMMARY
DOWNTOWN STREETSCAPE PROJECT - CONCEPT DESIGN

TOTAL DIRECT LABOR	$	150,770.66
OVERHEAD (1.6683)	$	251,530.70
FIXED FEE	$	50,287.67
TOTAL DIRECT COSTS	$	297,500.00
TOTAL COMPENSATION	**$**	**750,000.00**

GENERAL NOTES:

1. The Study Phase is Scheduled to Begin September 2022 and will last up to 12 months
2. A detailed scope of services and man-hour estimate is provided in Exhibit 2
3. A copy of all direct cost proposals by sub-consultants is provided in Exhibit 3

2. MAN-HOUR ESTIMATE

CMT

OVERALL STUDY - MAN-HOUR ESTIMATE

Crawford, Murphy & Tilly, Inc.

TASK NO.	TASK DESCRIPTION	Principal	Project Engineer II	Project Engineer I	Project Manager I	Project Structural Engineer I	Sr Engineer I	Engineer I	Land Surveyor	Technician II	Technician I	Administrative Assistant	CMT TOTAL HOURS
	Total Hourly Rate	$89.91	$72.91	$57.69	$56.76	$59.02	$42.66	$32.69	$43.10	$35.18	$28.87	$20.77	
A	**PROGRAM MEETINGS**												
1	Bi-Monthly Virtual Program Meetings (Assume 12 months)		48	108				48					204
2	Quarterly In-Person "Check-In" Meetings (Assume 12 months)		24	24				16					64
TASK A - TOTAL MANHOURS		0	72	132	0	0	0	64	0	0	0	0	268
TASK A - TOTAL COST		$0.00	$5,249.71	$7,614.63	$0.00	$0.00	$0.00	$2,091.97	$0.00	$0.00	$0.00	$0.00	$14,956.31
B	**DATA COLLECTION**												
1	Analyze Data from Previous Studies & Reports		1	16				4					21
2	Review Available Record Plans & Drawings		1	8				4					13
3	Coordinate City GIS Data & Aerial Imagery		1	4				4		16			25
4	Set Up Base Planning Drawings		1	4				80		16			101
5	On-Site Investigation & Recording		1	16				16					33
6	ADA Compliance Review		1	16				4					21
													0
TASK B - TOTAL MANHOURS		0	6	64	0	0	0	112	0	32	0	0	214
TASK B - TOTAL COST		$0.00	$437.48	$3,691.94	$0.00	$0.00	$0.00	$3,660.95	$0.00	$1,125.61	$0.00	$0.00	$8,915.98
C	**UTILITY COORDINATION**												
1	Confirm & Analyze Existing City Utility Data			4				8					12
2	Confirm & Analyze Vaults/Stair Wells Data			4				8					12
3	Coordinate with Various Utility Companies			16				4					20
4	Perform CCTV Televising of Sewers		1	8				2					11
5	Limited Drainage Assessment		1	16				2					19
6	Utility Risk Assessment		1	24				80					105
7	Document Findings & Develop Recommendations		1	24				16					41
													0
TASK C - TOTAL MANHOURS		0	4	96	0	0	0	120	0	0	0	0	220
TASK C - TOTAL COST		$0.00	$291.65	$5,537.91	$0.00	$0.00	$0.00	$3,922.45	$0.00	$0.00	$0.00	$0.00	$9,752.01
D	**TRAFFIC ANALYSIS**												
1	Analyze Existing Conditions Including Vehicle Traffic Counts			8				16					24
2	Analyze Data from Parking Analysis Study Done by Others			8				8					16
3	Model Traffic Alternatives		1	48				120					169
4	Traffic Meetings with City Traffic Engineer			24				8					32
5	Bicycle Analysis			16				40			4		60
6	Pedestrian Analysis			16				40			4		60
7	Document Findings & Develop Recommendations		1	16				60			8		85
													0
TASK D - TOTAL MANHOURS		0	2	136	0	0	0	292	0	0	16	0	446
TASK D - TOTAL COST		$0.00	$145.83	$7,845.37	$0.00	$0.00	$0.00	$9,544.62	$0.00	$0.00	$461.92	$0.00	$17,997.73
E	**ASSISTANCE WITH PUBLIC COORDINATION**												
1	Assist City with Assembling Community Steering Committee		1	8									9
2	Meetings with Community Stakeholders (Assume 3)		12	24				4					40
3	Assist City with Stakeholder Interviews & Feedback		1	24				4				8	37
4	Assist City at Public Information Meetings (Assume 3)		12	24				8					44
5	Assist City with Public Media & Outreach		2	24				8				8	42
													0

CMT

OVERALL STUDY - MAN-HOUR ESTIMATE

Crawford, Murphy & Tilly, Inc.

TASK NO.	TASK DESCRIPTION	Principal	Project Engineer II	Project Engineer I	Project Manager I	Project Structural Engineer I	Sr Engineer I	Engineer I	Land Surveyor	Technician II	Technician I	Administrative Assistant	CMT TOTAL HOURS
	Total Hourly Rate	$89.91	$72.91	$57.69	$56.76	$59.02	$42.66	$32.69	$43.10	$35.18	$28.87	$20.77	
	TASK E - TOTAL MANHOURS	0	28	104	0	0	0	24	0	0	0	16	172
	TASK E - TOTAL COST	$0.00	$2,041.56	$5,999.40	$0.00	$0.00	$0.00	$784.49	$0.00	$0.00	$0.00	$332.32	$9,157.77
F	US 51B COORDINATION												
1	Meetings with IDOT (Assume 2)		16	16									32
2	Cooridor Alternative Modeling		1	24				48					73
3	Document Findings & Develop Recommendations		1	24				24					49
													0
	TASK F - TOTAL MANHOURS	0	18	64	0	0	0	72	0	0	0	0	154
	TASK F - TOTAL COST	$0.00	$1,312.43	$3,691.94	$0.00	$0.00	$0.00	$2,353.47	$0.00	$0.00	$0.00	$0.00	$7,357.84
G	PAVEMENT ANALYSIS												
1	Analyze City As-Builts & Perform Pavement Cores			4				8					12
2	Assemble Data on Streets' Existing Pavement Sections			16				40					56
3	Document Findings & Develop Recommendations		1	16				24					41
													0
	TASK G - TOTAL MANHOURS	0	1	36	0	0	0	72	0	0	0	0	109
	TASK G - TOTAL COST	$0.00	$72.91	$2,076.72	$0.00	$0.00	$0.00	$2,353.47	$0.00	$0.00	$0.00	$0.00	$4,503.10
H	CONCEPT DEVELOPMENT												
1	Theming & Vision Development		2	43				8					53
2	Concept Development (Typical & Specific Improvements)		1	55				24					80
3	Identify & Verify Design Criteria		1	16				8					25
4	Visualization of Concepts		2	20				4					26
5	Research Materials & Amenities		1	8				4					13
													0
	TASK H - TOTAL MANHOURS	0	7	142	0	0	0	48	0	0	0	0	197
	TASK H - TOTAL COST	$0.00	$510.39	$8,191.49	$0.00	$0.00	$0.00	$1,568.98	$0.00	$0.00	$0.00	$0.00	$10,270.86
I	PREPARATION OF "STANDARDS FOR DOWNTOWN STREETSCAPE" DOCUMENT												
1	Preparation of Standards Document		1	24				40				8	73
2	Hand-Off Presentation of Standards Documents to City Staff		1	24				24				8	57
													0
	TASK I - TOTAL MANHOURS	0	2	48	0	0	0	64	0	0	0	16	130
	TASK I - TOTAL COST	$0.00	$145.83	$2,768.96	$0.00	$0.00	$0.00	$2,091.97	$0.00	$0.00	$0.00	$332.32	$5,339.07
J	FUNDING OPPORTUNITIES												
1	Periodic Project "Check-In" between Team & CMT's Government Affairs Specialist		1	16	24								41
2	Preparation & Periodic Updating of Memo Report of Funding Candidates		1	16	24								41
													0
	TASK J - TOTAL MANHOURS	0	2	32	48	0	0	0	0	0	0	0	82
	TASK J - TOTAL COST	$0.00	$145.83	$1,845.97	$2,724.29	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$4,716.08
K	HISTORICAL CLEARANCES & COMMUNITY RESEARCH												

CMT

OVERALL STUDY - MAN-HOUR ESTIMATE

Crawford, Murphy & Tilly, Inc.

TASK NO.	TASK DESCRIPTION	Principal	Project Engineer II	Project Engineer I	Project Manager I	Project Structural Engineer I	Sr Engineer I	Engineer I	Land Surveyor	Technician II	Technician I	Administrative Assistant	CMT TOTAL HOURS
	Total Hourly Rate	$89.91	$72.91	$57.69	$56.76	$59.02	$42.66	$32.69	$43.10	$35.18	$28.87	$20.77	
1	Historical Asset Review & Consultation		2	24									26
2	Submittals for Illinois Historic Preservation Division Clearance		2	24				16					42
													0
TASK K - TOTAL MANHOURS		0	4	48	0	0	0	16	0	0	0	0	68
TASK K - TOTAL COST		$0.00	$291.65	$2,768.96	$0.00	$0.00	$0.00	$522.99	$0.00	$0.00	$0.00	$0.00	$3,583.60
L	PROGRAM COST ESTIMATING												
1	Establishing Reasonable Unit Costs		1	16				10					27
2	Preparation of Program Cost Estimate		1	40				80				8	129
													0
TASK L - TOTAL MANHOURS		0	2	56	0	0	0	90	0	0	0	8	156
TASK L - TOTAL COST		$0.00	$145.83	$3,230.45	$0.00	$0.00	$0.00	$2,941.83	$0.00	$0.00	$0.00	$166.16	$6,484.27
M	PROGRAM PHASING ANALYSIS												
1	Development of Phasing Program		1	40				16					57
2	Preparation of Phasing Exhibits with Costs		1	16				80		16			113
3	Evaluate Local Business Owners' Needs		1	20				4					25
4	Evaluate Construction Phasing Alternatives		1	24				4					29
5	Develop Design & Construction Phase Schedule		1	24				4					29
													0
TASK M - TOTAL MANHOURS		0	5	124	0	0	0	108	0	16	0	0	253
TASK M - TOTAL COST		$0.00	$364.56	$7,153.13	$0.00	$0.00	$0.00	$3,530.20	$0.00	$562.81	$0.00	$0.00	$11,610.70
N	MISCELLANEOUS TASKS												
1	Refuse Management Anaylsis		1	8				8					17
2	Electric Vehicle Charging Stations		1	8				8					17
3	Special Project Coordination		1	24				40					65
													0
TASK N - TOTAL MANHOURS		0	3	40	0	0	0	56	0	0	0	0	99
TASK N - TOTAL COST		$0.00	$218.74	$2,307.46	$0.00	$0.00	$0.00	$1,830.47	$0.00	$0.00	$0.00	$0.00	$4,356.68
O	QUALITY ASSURANCE												
1	Develop Quality Assurance Plan		2	8									10
2	Quality Assurance Review of Deliverables		24	16									40
													0
TASK O - TOTAL MANHOURS		0	26	24	0	0	0	0	0	0	0	0	50
TASK O - TOTAL COST		$0.00	$1,895.73	$1,384.48	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$3,280.21
P	ADMINISTRATION / PROJECT MANAGEMENT												
1	Develop & Monitor Work Plan		2	30									32
2	Prepare Meeting Minutes		2	80								16	98
3	Personnel Planning, Scheduling, & Budget Control		2	16									18
4	Coordination of Sub-Consultants		4	24								8	36
5	Contract Administration & Close-Out		4	16									20
													0
TASK P - TOTAL MANHOURS		0	14	166	0	0	0	0	0	0	0	24	204

CMT

OVERALL STUDY - MAN-HOUR ESTIMATE

Crawford, Murphy & Tilly, Inc.

TASK NO.	TASK DESCRIPTION	Principal	Project Engineer II	Project Engineer I	Project Manager I	Project Structural Engineer I	Sr Engineer I	Engineer I	Land Surveyor	Technician II	Technician I	Administrative Assistant	CMT TOTAL HOURS
	Total Hourly Rate	$89.91	$72.91	$57.69	$56.76	$59.02	$42.66	$32.69	$43.10	$35.18	$28.87	$20.77	
TASK P - TOTAL COST		$0.00	$1,020.78	$9,575.97	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$498.48	$11,095.23
Q	FINAL "DOWNTOWN STREETSCAPE PROJECT - CONCEPT DESIGN" DELIVERABLE												
1	Executive Summary		1	8								2	11
2	Streetscaping Concept Plan		1	16				40				2	59
3	Utility Management Plan		1	16				32				2	51
4	Traffic Concept Plan		1	8				4				2	15
5	US 51B Concept Plan		1	16				8				2	27
6	Pavement Management Plan		1	16				24				2	43
7	Historical Clearances Management Plan		1	8				4				2	15
8	Program Phasing Plan		1	24				40				2	67
9	Opinion of Probable Costs Summary		1	16				24					41
10	Presentation to City Council & Stakeholders		1	32				40				2	75
TASK Q - TOTAL MANHOURS		0	10	160	0	0	0	216	0	0	0	18	404
TASK Q - TOTAL COST		$0.00	$729.13	$9,229.85	$0.00	$0.00	$0.00	$7,060.40	$0.00	$0.00	$0.00	$373.86	$17,393.24
PROJECT - TOTAL MAN-HOURS		0	206	1472	48	0	0	1354	0	48	16	82	3226
PROJECT - TOTAL COST		$0.00	$15,020.02	$84,914.63	$2,724.29	$0.00	$0.00	$44,258.26	$0.00	$1,688.42	$461.92	$1,703.14	$150,770.66

3. ESTIMATE OF DIRECT COST AND SERVICES BY OTHERS

CMT

ESTIMATE OF DIRECT COST AND SERVICES BY OTHERS
OVERALL STUDY
SEE MAN-HOUR ESTIMATE FOR ADDITIONAL SUPPORTING INFORMATION

TASK	DESCRIPTION	CMT DIRECT COSTS	OUTSIDE CMT DIRECT COSTS
A	**PROGRAM MEETINGS**		
	A. TRAVEL		
	1. Travel - 4 Trips x 135 Miles x $0.585 / Mile = (Springfield, IL Office to Bloomington - Quarterly Check-In Meetings)	$325.00	
	ITEM SUB-TOTAL:	**$325.00**	**$0.00**
	B. SUBCONSULTANT SERVICES		
	1. MMA - Landscape Architecture & Urban Planning		$30,000.00
	ITEM SUB-TOTAL:	**$0.00**	**$30,000.00**
	ITEM TOTAL:	**$325.00**	**$30,000.00**
B	**DATA COLLECTION**		
	A. TRAVEL		
	1. Travel - 1 Trips x 135 Miles x $0.585 / Mile = (Springfield, IL Office to Bloomington - On-Site Investigations)	$80.00	
	ITEM SUB-TOTAL:	**$80.00**	**$0.00**
	B. SUBCONSULTANT SERVICES		
	1. MMA - Landscape Architecture & Urban Planning		$10,000.00
	ITEM SUB-TOTAL:	**$0.00**	**$10,000.00**
	ITEM TOTAL:	**$80.00**	**$10,000.00**
C	**UTILITY COORDINATION**		
	A. TRAVEL		
	1. Travel - 1 Trips x 135 Miles x $0.585 / Mile = (Springfield, IL Office to Bloomington - Existing Conditions Reviews)	$80.00	
	ITEM SUB-TOTAL:	**$80.00**	**$0.00**
	B. SUBCONSULTANT SERVICES		
	1. CCTV Sewer Televising (Assume 3,000 LF)		$15,000.00
	ITEM SUB-TOTAL:	**$0.00**	**$15,000.00**
	ITEM TOTAL:	**$80.00**	**$15,000.00**
D	**TRAFFIC ANALYSIS**		
	A. TRAVEL		
	1. Travel - 1 Trips x 135 Miles x $0.585 / Mile = (Springfield, IL Office to Bloomington - Meetings with Traffic Engineer & Existing Conditions Reviews)	$80.00	
	ITEM SUB-TOTAL:	**$80.00**	**$0.00**
	B. SUBCONSULTANT SERVICES		
	1. TERRA Engineering - Intersection Traffic Counts		$10,000.00
	ITEM SUB-TOTAL:	**$0.00**	**$10,000.00**
	ITEM TOTAL:	**$80.00**	**$10,000.00**

CMT

ESTIMATE OF DIRECT COST AND SERVICES BY OTHERS
OVERALL STUDY
SEE MAN-HOUR ESTIMATE FOR ADDITIONAL SUPPORTING INFORMATION

TASK	DESCRIPTION	CMT DIRECT COSTS	OUTSIDE CMT DIRECT COSTS
E	**ASSISTANCE WITH PUBLIC COORDINATION**		
	A. TRAVEL		
	1. Travel - 6 Trips x 135 Miles x $0.585 / Mile = (Springfield, IL Office to Bloomington - Stakeholders & Public Meetings)	$475.00	
	ITEM SUB-TOTAL:	**$475.00**	**$0.00**
	B. PRINT & REPRODUCTION COSTS	$500.00	
	1. Renderings & Concept Image Production on Big Boards (Assume 4)		
	ITEM SUB-TOTAL:	**$500.00**	**$0.00**
	C. SUBCONSULTANT SERVICES		
	1. MMA - Landscape Architecture & Urban Planning		$15,000.00
	2. Workbench - Architecture & Visuals		$5,000.00
	ITEM SUB-TOTAL:	**$0.00**	**$20,000.00**
	ITEM TOTAL:	**$975.00**	**$20,000.00**
F	**US 51B COORDINATION**		
	A. TRAVEL		
	1. Travel - 2 Trips x 135 Miles x $0.585 / Mile = (Springfield, IL Office to Bloomington - Meetings with IDOT)	$160.00	
	ITEM SUB-TOTAL:	**$160.00**	**$0.00**
	B. SUBCONSULTANT SERVICES		
	1. MMA - Landscape Architecture & Urban Planning		$10,000.00
	ITEM SUB-TOTAL:	**$0.00**	**$10,000.00**
	ITEM TOTAL:	**$160.00**	**$10,000.00**
G	**PAVEMENT ANALYSIS**		
	A. TRAVEL		
	1. Travel - 1 Trips x 135 Miles x $0.585 / Mile = (Springfield, IL Office to Bloomington - Meetings with IDOT)	$80.00	
	ITEM SUB-TOTAL:	**$80.00**	**$0.00**
	B. SUBCONSULTANT SERVICES		
	1. MET - Pavement Cores (Assume 28 cores)		$7,500.00
	ITEM SUB-TOTAL:	**$0.00**	**$7,500.00**
	ITEM TOTAL:	**$80.00**	**$7,500.00**
H	**CONCEPT DEVELOPMENT**		
	A. NONE		
	1. None		
	ITEM SUB-TOTAL:	**$0.00**	**$0.00**
	B. SUBCONSULTANT SERVICES		
	1. MMA - Landscape Architecture & Urban Planning		$45,000.00
	2. Workbench - Architecture & Visuals		$20,000.00
	ITEM SUB-TOTAL:	**$0.00**	**$65,000.00**
	ITEM TOTAL:	**$0.00**	**$65,000.00**

CMT

ESTIMATE OF DIRECT COST AND SERVICES BY OTHERS
OVERALL STUDY
SEE MAN-HOUR ESTIMATE FOR ADDITIONAL SUPPORTING INFORMATION

TASK	DESCRIPTION	CMT DIRECT COSTS	OUTSIDE CMT DIRECT COSTS
I	**PREPARATION OF STANDARDS DOCUMENT**		
	A. PRINT & REPRODUCTION COSTS		
	1. Provide final document in hard copy & PDF format (assume 5 hard copies)	$250.00	
	ITEM SUB-TOTAL:	**$250.00**	**$0.00**
	B. SUBCONSULTANT SERVICES		
	1. MMA - Landscape Architecture & Urban Planning		$25,000.00
	2. Workbench - Architecture & Visuals		$10,000.00
	ITEM SUB-TOTAL:	**$0.00**	**$35,000.00**
	ITEM TOTAL:	**$250.00**	**$35,000.00**
J	**FUNDING OPPORTUNITIES**		
	A. NONE		
	1. None		
	ITEM SUB-TOTAL:	**$0.00**	**$0.00**
	ITEM TOTAL:	**$0.00**	**$0.00**
K	**HISTORICAL CLEARANCES & COMMUNITY RESEARCH**		
	A. TRAVEL		
	1. Travel - 1 Trips x 135 Miles x $0.585 / Mile = (Springfield, IL Office to Bloomington - Meetings with IDOT)	$80.00	
	ITEM SUB-TOTAL:	**$80.00**	**$0.00**
	B. SUBCONSULTANT SERVICES		
	1. MMA - Landscape Architecture & Urban Planning		$5,000.00
	2. Historian Consultation		$15,000.00
	ITEM SUB-TOTAL:	**$0.00**	**$20,000.00**
	ITEM TOTAL:	**$80.00**	**$20,000.00**
L	**PROGRAM COST ESTIMATING**		
	A. NONE		
	1. None		
	ITEM SUB-TOTAL:	**$0.00**	**$0.00**
	B. SUBCONSULTANT SERVICES		
	1. MMA - Landscape Architecture & Urban Planning		$10,000.00
	2. Workbench - Architecture & Visuals		$5,000.00
	ITEM SUB-TOTAL:	**$0.00**	**$15,000.00**
	ITEM TOTAL:	**$0.00**	**$15,000.00**
M	**PROGRAM PHASING ANALYSIS**		
	A. NONE		
	1. None		
	ITEM SUB-TOTAL:	**$0.00**	**$0.00**
	B. SUBCONSULTANT SERVICES		
	1. MMA - Landscape Architecture & Urban Planning		$10,000.00
	ITEM SUB-TOTAL:	**$0.00**	**$10,000.00**
	ITEM TOTAL:	**$0.00**	**$10,000.00**

CMT

ESTIMATE OF DIRECT COST AND SERVICES BY OTHERS
OVERALL STUDY
SEE MAN-HOUR ESTIMATE FOR ADDITIONAL SUPPORTING INFORMATION

TASK	DESCRIPTION	CMT DIRECT COSTS	OUTSIDE CMT DIRECT COSTS
N	**MISCELLANEOUS TASKS**		
	A. NONE		
	1. None		
	ITEM SUB-TOTAL:	**$0.00**	**$0.00**
	ITEM TOTAL:	**$0.00**	**$0.00**
O	**QUALITY ASSURANCE**		
	A. NONE		
	1. None		
	ITEM SUB-TOTAL:	**$0.00**	**$0.00**
	ITEM TOTAL:	**$0.00**	**$0.00**
P	**ADMINISTRATION / PROJECT MANAGEMENT**		
	A. NONE		
	1. None		
	ITEM SUB-TOTAL:	**$0.00**	**$0.00**
	ITEM TOTAL:	**$0.00**	**$0.00**
Q	**FINAL "DOWNTOWN STREETSCAPE PROJECT - CONCEPT DESIGN" DELIVERABLE**		
	A. PRINT & REPRODUCTION COSTS		
	1. Provide final document in hard copy & PDF format (assume 5 hard copies)	$500.00	
	ITEM SUB-TOTAL:	**$500.00**	**$0.00**
	B. SUBCONSULTANT SERVICES		
	1. MMA - Landscape Architecture & Urban Planning		$40,000.00
	2. Workbench - Architecture & Visuals		$10,000.00
	ITEM SUB-TOTAL:	**$0.00**	**$50,000.00**
	ITEM TOTAL:	**$500.00**	**$50,000.00**

PROJECT - TOTAL DIRECT COSTS:	**$297,500.00**

4. CURRENT IDOT PROVISIONAL PAYROLL BURDEN/FRINGE EXPENSE AND GENERAL/ADMINISTRATIVE EXPENSE RATE LETTER

Illinois Department of Transportation
2300 South Dirksen Parkway / Springfield, Illinois / 62764

January 3, 2022

Subject: PRELIMINARY ENGINEERING
Consultant Unit
Prequalification File

Roger Driskell
CRAWFORD, MURPHY, & TILLY, INC.
2750 West Washington Street
Springfield, IL 62702

Dear Roger Driskell,

We have completed our review of your "Statement of Experience and Financial Condition" (SEFC) which you submitted for the fiscal year ending Dec 31, 2020. Your firm's total annual transportation fee capacity will be $95,200,000.

Your firm's payroll burden and fringe expense rate and general and administrative expense rate totaling 166.83% are approved on a provisional basis. The rate used in agreement negotiations may be verified by our Bureau of Investigations and Compliance in a pre-award audit. Pursuant to 23 CFR 172.11(d), we are providing notification that we will post your company's indirect cost rate to the Federal Highway Administration's Audit Exchange where it may be viewed by auditors from other State Highway Agencies.

Your firm is required to submit an amended SEFC through the Engineering Prequalification & Agreement System (EPAS) to this office to show any additions or deletions of your licensed professional staff or any other key personnel that would affect your firm's prequalification in a particular category. Changes must be submitted within 15 calendar days of the change and be submitted through the Engineering Prequalification and Agreement System (EPAS).

Your firm is prequalified until December 31, 2021. You will be given an additional six months from this date to submit the applicable portions of the "Statement of Experience and Financial Condition" (SEFC) to remain prequalified.

Sincerely,
Jack Elston, P.E.
Bureau Chief
Bureau of Design and Environment

SEFC PREQUALIFICATIONS FOR CRAWFORD, MURPHY, & TILLY, INC.

CATEGORY	STATUS
Special Studies - Traffic Studies	X
Special Plans - Traffic Signals	X
Transportation Studies - Railway Engineering	X
Special Services - Construction Inspection	X
Hydraulic Reports - Waterways: Complex	X
Hydraulic Reports - Pump Stations	X
Hydraulic Reports - Waterways: Typical	X
Special Studies- Location Drainage	X
Special Services - Electrical Engineering	X
Special Plans - Pumping Stations	X
Special Studies - Feasibility	X
Location Design Studies - Reconstruction/Major Rehabilitation	X
Highways - Roads and Streets	X
Location Design Studies - New Construction/Major Reconstruction	X
Special Services - Surveying	X
Special Services - Landscape Architecture	X
Location Design Studies - Rehabilitation	X
Special Services - Sanitary	X
Special Services - Mechanical	X
Special Services - Architecture	X
Highways - Freeways	X
Special Studies - Safety	X
Special Services - Public Involvement	X
Structures - Highway: Typical	X
Structures - Highway: Simple	X
Structures - Highway: Complex	X
Structures - Highway: Advanced Typical	X
Structures - Railroad	X
Structures: Major River Bridges	X
Special Plans - Lighting: Typical	X
Special Plans - Lighting: Complex	X

Environmental Reports - Environmental Impact Statement	X
Environmental Reports - Environmental Assessment	X
Transportation Studies - Railway Planning	X
Airports - Construction Inspection	X
Airports - Design	X
Airports - Master Planning/Airport Layout Plans (ALP)	X
Airports - Construction Inspection: Complex Electrical	X
Airports - Design: Complex Electrical	X

X	PREQUALIFIED
A	NOT PREQUALIFIED, REVIEW THE COMMENTS UNDER CATEGORY VIEW FOR DETAILS IN EPAS.
S	PREQUALIFIED, BUT WILL NOT ACCEPT STATEMENTS OF INTEREST

SEFC ID # 8816 June 24, 2019

Firm Name: **CRAWFORD, MURPHY, & TILLY, INC.**

Determination: Prequalification requested at the level of: EIS
Prequalification granted at the level of: EIS

The following items have been noted in our review of your Environmental Questionnaire.
If you wish to resubmit, please do so as soon as possible.

Firm Experience: EA Comments:

EIS Comments:

OTHER

The attached list shows the level at which each member of your staff (and subconsultant staff, if applicable) has been prequalified. Please refer to this list when submitting Statements of Interest on Professional Transportation Bulletin projects.

PREQUALIFIED ENVIRONMENTAL STAFF

Date: 04/26/21

CRAWFORD, MURPHY, & TILLY, INC.

LEVEL REQUESTED: EIS **LEVEL GRANTED: EIS**

This list identifies individuals who meet the criteria for environmental lead(s) and environmental disciplines, including the level of report that each person is qualified to perform.

Only these individuals may be included in your firm's Statements of interest for projects advertised in Professional Transportation Bulletins. Please note that key personnel changes must be reported in writing to the Consultant Unit within 15 working days of the change.

Environmental Leads:		**EA**	**EIS**
1.	Lacey, Heather	☒	☒
2.	Sakach, Laura	☒	☒

Environmental Disciplines:		**EA**	**EIS**	**SUBCONSULTANT**
Community Impacts				
1.	Sakach, Laura	☒	☒	
2.	Varee, Jason	☒	☒	
Ecology				
1.	Lacey, Heather	☒	☒	
2.	Wells, Marion	☒	☒	
Noise				
1.	Miller, Jennifer	☒	☒	
2.	Sumner, Lana	☒	☒	
Water				
1.	Lacey, Heather	☒	☒	

Prequalified staff for Public Involvement

Cole, Charles

Farley, Kelly

Hansen, Eric

Hansen, Stan

Michael, James

Timmons, Kristin

Prequalified staff for Technical Writing

Cole, Charles

Farley, Kelly

Hansen, Eric

Hansen, Stan

Lacey, Heather

Michael, James

Miller, Jennifer

Sakach, Laura

Sumner, Lana

Timmons, Kristin

5. SUBCONSULTANT PROPOSALS

MMA

April 1, 2022

Michael Sewell
Crawford, Murphy & Tilly
2750 W. Washington Street
Springfield, IL 62702

Subject: Proposal for the Downtown Enhancement Program in Bloomington, IL

Dear Mike,

MMA is pleased to submit this proposal for sub-consulting services for the Bloomington's Downtown Enhancement Program. We understand this to be an eighteen-month-long project involving analysis and development of concept plans for the downtown area bordered by Locust Street on the north, Prairie Street on the east, Olive Street on the south, and Lee Street on the west as shown on the attached Exhibit A.

The project involves many tasks and activities. As landscape architects for the project, we understand that we will be involved in many aspects, some less and some more, and that the exact scope will be defined as the project develops. The following proposed scope of services are excerpted from the master list for the complete project. Notes regarding our participation help identify our involvement.

Scope of Services

MMA SCOPE OF SERVICES, BASED ON A 18-MONTH SCHEDULE FOR COMPLETION

MMA to be involved in the following tasks/activities as they relate to planning and design of above-ground improvements within the project area.

TASK 1A Program Meetings

MMA to participate in all meetings.

i. Bi-monthly Virtual Program Meetings
ii. Quarterly In-person "Check-in" Meetings

Task 1B Data Collection

MMA to review all pertinent information and provide input for base plan preparation.

i. Analyze data from previous studies and reports
ii. Review available record plans and drawings
iii. Coordinate City GIS data and aerial imagery
iv. Set-up base planning drawings
v. On-site investigation and recording

Task 1E Assistance with Public Coordination

MMA to take part in all pertinent activities.

i. Assist with assembling community steering committee
ii. Meetings with community stakeholders
iii. Assist with stakeholder interviews and feedback
iv. Assist with public information meetings
v. Assist with public media and outreach

Task 1F US-51B Coordination

MMA to develop concept design plans for the US-51B ROW as part of the overall downtown Enhancement Plans.

i. Meetings with IDOT
ii. Corridor Alternative Modeling
iii. Document findings and develop recommendations

Task 1H Concept Development

MMA to have primary responsibility for this task.

i. Theming and vision development
ii. Concept development (typical and specific improvements)
iii. Identify and verify design criteria
iv. Visualization of concepts
v. Research Materials and amenities
vi. Validate "focus project" scope and features
vii. Develop initial opinion of probable cost for "focus project"

Task 1I Preparation of "Standards for Downtown enhancement" Document

MMA to provide drawings, graphics, and narratives to be included in the document.

i. Preparation of standards document

Task 1K Historical Clearances and Community Research

MMA to provide drawings, graphics, and narratives to be included in the document.

i. Historical asset review and consultation
ii. Submittals for IHPA clearance

Task 1L Task Program Cost Estimating

MMA to contribute information.

i. Establishing reasonable unit costs
ii. Preparation of program cost estimates

Task 1M Program Phasing Analysis

MMA to collaborate with CMT and Workbench.

i. Development of phasing program
ii. Preparation of phasing exhibits and costs
iii. Evaluate local business owner' needs
iv. Evaluate construction phasing alternatives
v. Develop design and construction phase schedule

Task 1Q Final Downtown Enhancement Program Deliverables

MMA to provide drawings, graphics, and narrative for the following.

i. Executive summary
ii. Streetscaping concept plan
iv. Traffic concept plan
vi. US-51B concept plan
vii. Historical clearances management plan
viii. Program phasing plan
ix. Opinion of probable costs summary
x. Presentation to city council and stakeholders

Fees for Service

Fees for the above services will be a lump sum of $200,000 and are based on the following estimates by individual tasks.

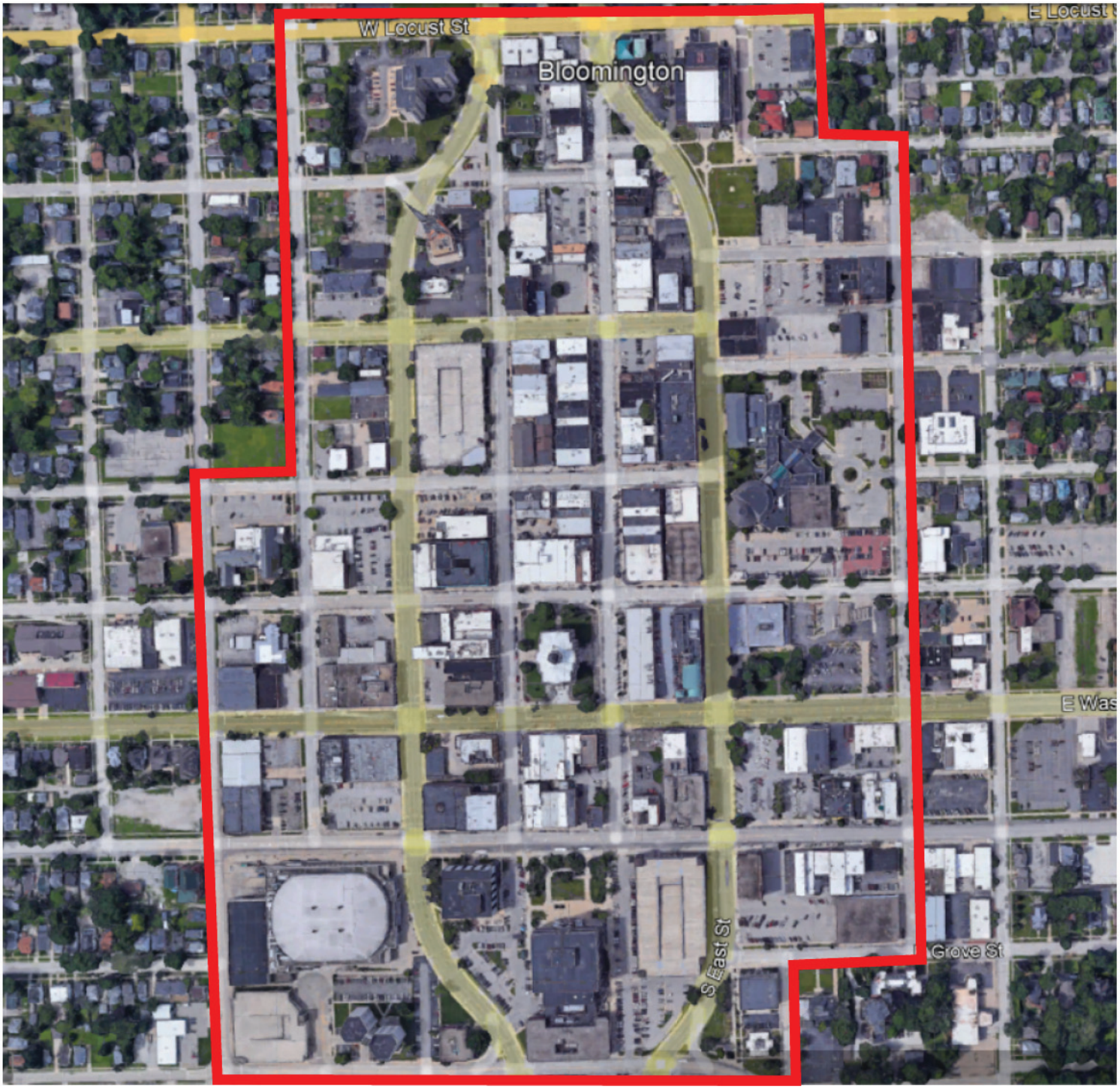
Thank you for the opportunity to submit this proposal. Please contact us for discussion on any of these matters.

Sincerely,

[redacted]

Kent L. Massie, PLA

Exhibit A - Project Limits



Workbench
ARCHITECTS

Design Services Proposal

April 7, 2022

Project Description

Type / Use:	Downtown Bloomington Streetscape Improvements
Client:	Crawford, Murphy, Tilly 2750 W Washington Street Springfield, IL 62702
Location:	Downtown Bloomington, IL

The project consists of a study of the downtown area of Bloomington, IL in preparation for implementation of various streetscaping projects.

Scope of Services

Description of Services:
Workbench Architects shall assist with the development of the Downtown Enhancement Program as needed. These services may include, but are not limited to the following.

- Assist with visualization of concepts prepared by the Design Team, including modeling streetscaping improvements and preparing rendering.
- Assist with assembling the Community Steering Committee.
- Participate in public meetings with community stakeholders, public officials or City Staff.
- Attend design meetings with the Design Team.
- Provide architectural consultation on amenities such as pergolas or other architectural elements.
- Perform peer reviews for design concept drawings (materials,amenities,implementation, cultural appropriateness) and other planning documents.
- Support on site investigation and documentation efforts.

Deliverables: Rendered representation of design concepts as requested by the design team.

Project Schedule: Approximately 18 months starting in May 2022.

Assumptions & Exclusions:

1. It is assumed that the site conditions are readily apparent and that no hidden condition, object, abnormality or hazardous materials exist.
2. The Client will provide access to the job site and will provide copies of any historic information related to existing conditions that they may have available.

Compensation & Expenses

Workbench Architects proposes the following fee to perform the scope of services as described above:

Scope of Work	Fee Type	Fee
Architectural Design Services	Hourly Not-To-Exceed	$50,000

2022 Hourly Billing Rates for Design Services:
$160 - Architect III (Kyle Glandon)
$135 - Architect II (Scott Swanson)
$10 - Architect I of Interior Designer (Sydney Parkhe)
$95 - Architectural Associate (Nathan Lienhop)
$75 - Administrative Assistant (JoAnna Ramsay)

Hourly billing rates are subject to change annually. Notification of any rate changes will be provided one month prior to implementation.

Additional Services: Additional services not specifically outlined in the Scope of Services can be performed on an hourly basis at the request of the Client. The Architect will not perform any additional services without first receiving verbal or written approval from the Client.

Reimbursable Expenses: Design Consultants (see attached agreement), Printing of design documents, travel expenses and mileage. **All reimbursable project expenses will include 10% markup.**

Other Terms

STANDARD TERMS AND CONDITIONS

PARTIES
"WBA" shall mean Workbench Architects, LLC. "CLIENT" shall mean the person or entity executing this Agreement with "WBA."

LIMITATION OF LIABILITY AND WAIVER OF CERTAIN DAMAGES
In recognition of the relative risks, rewards, and benefits to both the CLIENT and WBA, the risks have been allocated such that the CLIENT agrees, to the fullest extent of the law, to limit the liability of WBA, to the CLIENT and any person or entity claiming by or through the CLIENT, for any and all claims, damages, liabilities, losses, costs, and expenses including reasonable attorneys' fees, experts' fees, or any other legal costs, in any way related to the Project or Agreement from any cause(s) to an amount that shall not exceed the compensation received by WBA under the agreement. The parties intend that this limitation of liability apply to any and all liability or cause of action, claim, theory of recovery, or remedy however alleged or arising, including but not limited to negligence, errors or omissions, strict liability, breach of contract or warranty, express, implied or equitable indemnity and all other claims, which except for the limitation of liability above, the CLIENT waives.
CLIENT hereby releases WBA from being liable to the CLIENT for consequential, special, exemplary, punitive, indirect or incidental losses or damages, including but not limited to loss of use, loss of product, cost of capital, loss of goodwill, lost

revenues or loss of profit, interruption of business, down time costs, loss of data, cost of cover, or governmental penalties or fines.

INDEMNIFICATION
Subject to the limitation of liability in this Agreement, WBA agrees to the fullest extent permitted by law, to indemnify and hold harmless the CLIENT, its officers, directors, shareholders, employees, contractors, subcontractors and consultants against all claims, damages, liabilities, losses or costs, including reasonable attorneys' fees, experts' fees, or other legal costs to the extent caused by WBA's negligent performance of services under this Agreement.
The CLIENT agrees to the fullest extent permitted by law, to indemnify and hold harmless WBA against all damages, liabilities, losses, costs, and expenses including reasonable attorneys' fees, experts' fees, and any other legal costs to the extent caused by the acts or omissions of the CLIENT, its employees, agents, contractors, subcontractors, consultants or anyone for whom the CLIENT is legally liable.

HAZARDOUS MATERIALS - INDEMNIFICATION
To the fullest extent permitted by law, CLIENT agrees to defend, indemnify, and hold WBA harmless from and against any and all claims, liabilities, losses, costs, or expenses including reasonable attorney's fees, experts' fees and any other legal costs (including without limitation damages to property, injuries or death to persons, fines, or penalties), arising out of, or resulting from the discharge, escape, release, or saturation of smoke, vapors, soot, fumes, acids, alkalies, toxic chemicals, liquids, gases, polychlorinated biphenyl, petroleum contaminants spores, biological toxins, or any other materials, irritants, contaminants, or pollutants in or into the atmosphere, or on, onto, upon, in, or into the surface or subsurface of soil, water, or watercourses, objects, or any tangible or intangible matter, whether sudden or not.

STANDARD OF CARE
Services provided by WBA under this Agreement will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances on projects of similar size, complexity, and geographic location as that of the Project. Nothing in this Agreement is intended to create, nor shall it be construed to create, a fiduciary duty owed by either party to the other party.

RIGHT OF ENTRY
The CLIENT shall provide for entry for the employees of WBA and for all necessary equipment. While WBA shall take reasonable precautions to minimize any damage to property, it is understood by the CLIENT that in the normal course of the project some damages may occur, the cost of correction of which is not a part of this Agreement.

PAYMENT
Unless otherwise provided herein, invoices will be prepared in accordance with WBA's standard invoicing practices then in effect and will be submitted to the CLIENT each month and at the completion of the work on the project. Invoices are due and payable upon receipt by the CLIENT. If the CLIENT does not make payment within thirty (30) days after the date the invoice was mailed to the CLIENT, then the amount(s) due WBA shall bear interest due from the date of mailing at the lesser interest rate of 1.5% per month compounded or the maximum interest rate allowed by law. In the event that WBA files or takes any action, or incurs any costs, for the collection of amounts due it from the client, WBA shall be entitled to recover its entire cost for attorney fees and other collection expenses related to the collection of amounts due if under this Agreement. Any failure to comply with this term shall be grounds for a default termination.

TERMINATION
Either party may terminate this Agreement for convenience or for default by providing written notice to the other party. If the termination is for default, the non-terminating party may cure the default before the effective date of the termination and the termination for default will not be effective. The termination for convenience and for default, if the default is not cured, shall be effective seven (7) days after receipt of written notice by the non-terminating party. In the event that this Agreement is terminated for the convenience of either party or terminated by WBA for the default of the CLIENT, then WBA shall be paid for services performed to the termination effective date, including reimbursable expenses due, and termination expenses attributable to the termination. In the event the CLIENT terminates the Agreement for the default of WBA and WBA does not cure the default, then WBA shall be paid for services performed to the termination notice date, including reimbursable expenses due, but shall not be paid for services performed after the termination notice date and shall not be paid termination expenses. Termination expenses shall include expenses reasonably incurred by WBA in connection with the termination of the Agreement or services, including, but not limited to, closing out Project records, termination of subconsultants and other persons or entities whose services are retained for the Project, and all other expenses directly resulting from the termination.

INFORMATION PROVIDED BY OTHERS
WBA shall indicate to the CLIENT the information needed for rendering of services hereunder. The CLIENT shall provide to WBA such information, including electronic media, as is available to the CLIENT and the CLIENT's consultants and contractors, and WBA shall be entitled to rely upon the accuracy and completeness thereof. The CLIENT recognizes that it is difficult for WBA to assure the accuracy, completeness and sufficiency of such client-furnished information, either because it is provided by others or because of errors or omissions which may have occurred in assembling the information the CLIENT is providing. Accordingly, the CLIENT agrees, to the fullest extent permitted by law, to indemnify

and hold harmless WBA from and against any and all claims, liabilities, losses, costs, expenses (including reasonable attorneys' fees, experts' fees, and any other legal costs) for injury or loss arising or allegedly arising from errors, omissions or inaccuracies in documents or other information provided by the CLIENT.

UNDERGROUND UTILITIES
Information for location of underground utilities may come from the CLIENT, third parties, and/or research performed by WBA or its subcontractors. WBA will use the standard of care defined in this Agreement in providing this service. The information that WBA must rely on from various utilities and other records may be inaccurate or incomplete. Therefore, the CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold harmless WBA for all claims, losses, costs and damages arising out of the location of underground utilities provided or any information related to underground utilities by WBA under this Agreement.

CONTRACTOR MATTERS
CLIENT agrees that WBA shall not be responsible for the acts or omissions of the CLIENT's contractors, or subcontractors, their employees, agents, consultants, suppliers or arising from contractor's or subcontractors' work, their employees, agents, consultants, suppliers or other entities that are responsible for performing work that is not in conformance with the construction Contract Documents, if any, prepared by WBA under this Agreement. WBA shall not have responsibility for means, methods, techniques, sequences, and progress of construction of the contractor, subcontractors, agents, employees, agents, consultants, or other entities. In addition, CLIENT agrees that WBA is not responsible for safety at the project site and that safety during construction is for the CLIENT to address in the contract between the CLIENT and contractor.

SHOP DRAWING REVIEW
If, as part of this Agreement WBA reviews and approves Contractor submittals, such as shop drawings, product data, samples and other data, as required by WBA, these reviews and approvals shall be only for the limited purpose of checking for conformance
with the design concept and the information expressed in the contract documents. This review shall not include review of the accuracy or completeness of details, such as quantities, dimensions, lights or gauges, fabrication processes, construction means or methods, coordination of the work with other trades or construction safety precautions, all of which are the sole responsibility of the Contractor. WBA's review shall be conducted with reasonable promptness while allowing sufficient time in WBA's judgment to permit adequate review. Review of a specific item shall not indicate that WBA has reviewed the entire assembly of which the item is a component. WBA shall not be responsible for any deviations from the contract documents not brought to the attention of WBA in writing by the Contractor. WBA shall not be required to review partial submissions or those for which submissions of correlated items have not been received.

OPINIONS OF PROBABLE COST
If, as part of this Agreement WBA is providing opinions of probable construction cost, the CLIENT understands that WBA has no control over costs or the price of labor, equipment or materials, or over the Contractor's method of pricing, and that WBA's opinions of probable construction costs are to be made on the basis of WBA's qualifications and experience. WBA makes no warranty, expressed or implied, as to the accuracy of such opinions as compared to bid or actual costs.

CONSTRUCTION OBSERVATION
If, as part of this Agreement, WBA is providing construction observation services, WBA shall visit the project at appropriate intervals during construction to become generally familiar with the progress and quality of the contractors' work and to determine if the work is proceeding in general accordance with the Contract Documents. Unless otherwise specified in the Agreement, the CLIENT has not retained WBA to make detailed inspections or to provide exhaustive or continuous project review and observation services. WBA does not guarantee the performance of, and shall have no responsibility for, the acts or omissions of any contractor, its subcontractors, employees, agents, consultants, suppliers or any other entities furnishing materials or performing any work on the project.
WBA shall advise the CLIENT if WBA observes that the contractor is not performing in the general conformance of Contract Documents. CLIENT shall determine if work of the contractor should be stopped to resolve any problems.

OTHER SERVICES
The CLIENT may direct WBA to provide other services including, but not limited to, any additional services identified in WBA's proposal. If WBA agrees to provide these services, then the schedule shall be reasonably adjusted to allow WBA to provide these services. Compensation for such services shall be at WBA's Standard Hourly Fee Schedule in effect at the time the work is performed unless there is a written Amendment to Agreement that contains an alternative compensation provision.

OWNERSHIP & REUSE OF INSTRUMENTS OF SERVICE
All reports, plans, specifications, field data and notes and other documents, including all documents on electronic media, prepared by WBA as instruments of service shall remain the property of WBA. The CLIENT shall not reuse or make any modifications to the plans and specifications without the prior written authorization of WBA. The CLIENT agrees, to the fullest extent permitted by law, to defend, indemnify and hold harmless WBA from any and all claims, losses, costs or damages of any nature whatsoever arising out of, resulting from or in any way related to any unauthorized reuse or modifications of the construction documents by the CLIENT or any person or entity that acquires or obtains the plans and specifications from or through the CLIENT without the written authorization of WBA.

DISPUTE RESOLUTION
If a dispute arises between WBA and CLIENT, the executives of the parties having authority to resolve the dispute shall meet within thirty (30) days of the notification of the dispute to resolve the dispute. If the dispute is not resolved within such thirty (30) day time period, CLIENT and WBA agree to submit to non-binding mediation prior to commencement of any litigation and that non-binding mediation is a precondition to any litigation. Any costs incurred directly for a mediator shall be shared equally between the parties involved in the mediation.

EXCUSABLE EVENTS
WBA shall not be responsible for any event or circumstance that is beyond the reasonable control of WBA that has a demonstrable and adverse effect on WBA's ability to perform its obligations under this Agreement or WBA's cost and expense of performing its obligations under this Agreement (an "Excusable Event"), including without limitation, a change in law or applicable standards, actions or inactions by a governmental authority, the presence or encounter of hazardous or toxic materials on the Project, war (declared or undeclared) or other armed conflict, terrorism, sabotage, vandalism, riot or other civil disturbance, blockade or embargos, explosion, epidemic, quarantine, strike, lockout, work slowdown or stoppage, accident, act of God, failure of any governmental or other regulatory authority to act in a timely manner, unexcused act or omission by CLIENT or contractors of any level (including, without limitation, failure of the CLIENT to furnish timely information or approve or disapprove of WBA's services or work product promptly, delays in the work caused by CLIENT, CLIENT's suspension, breach or default of this Agreement, or delays caused by faulty performance by the CLIENT or by contractors of any level). When an Excusable Event occurs, the CLIENT agrees WBA is not responsible for damages, nor shall WBA be deemed to be in default of this Agreement, and WBA shall be entitled to a change order to equitably adjust for WBA's increased time and/or cost to perform its services due to the Excusable Event.

ASSIGNMENT
Neither party to this Agreement shall transfer, sublet or assign any rights or interest in this Agreement (including but not limited to monies that are due or monies that may be due) without the prior written consent of the other party.

SEVERABILITY, SURVIVAL AND WAIVER
Any provision of this Agreement later held to be unenforceable for any reason shall be deemed void, and all remaining provisions shall continue in full force and effect. All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating responsibility or liability between the CLIENT and WBA shall survive the completion of the services hereunder and the termination of this Agreement. The failure of a party to insist upon strict compliance of any term hereof shall not constitute a waiver by that party of its rights to insist upon strict compliance at a subsequent date.

GOVERNING LAW
This Agreement shall be governed pursuant to the laws of the state of Illinois.

COMPLETE AGREEMENT
This Agreement constitutes the entire and integrated agreement between the CLIENT and WBA and supersedes all prior negotiations, representations and agreements, whether oral or written. If the CLIENT issues a Purchase Order of which this Agreement becomes a part, the terms of this Agreement shall take precedence in the event of a conflict of terms.

Workbench
ARCHITECTS

Acceptance

The aforementioned Project Description, Scope of Services, and Compensation for Professional Design Services are hereby accepted as the preliminary agreement between the Client and the Architect. This agreement can be canceled at any time in writing and the Architect will be compensated for work completed to date at that time. By signing below, both parties have acknowledged entering into a contract.

Workbench Architects
Kyle Glandon, AIA

Date:
234 East Front Street
Bloomington, Illinois 61701
kyle@workbenchco.com
309.533.9706

Company
Crawford, Murphy, Tilly

Date:
275 W Washington St
Springfield, IL 62702
msewell@cmtengr.com
309-386-0679

Midwest Engineering and Testing, Inc.
geotechnical - environmental - materials engineers
1701 W. Market St., Suite B
Bloomington, Illinois 61701
309-821-0430
FAX 309-821-1242
www.metgeotech.com

Ramsey Division

April 1, 2022

Mr. Michael Sewell, P.E.
Project Manager
Crawford, Murphy, and Tilly, Inc.
2750 W. Washington Street
Springfield, Illinois 62702
msewell@cmteng.com

Re: Proposal for Pavement Coring Services
Downtown Enhancement Program
Bloomington, Illinois
MET Proposal No. B22062

Dear Mr. Sewell:

As requested in your March 14, 2022 Request for Proposal, Midwest Engineering and Testing, Inc. (MET) is pleased to submit this proposal to provide pavement coring services for the above-referenced project. A brief description of the planned project and a discussion of the scope of services to be provided are included in the following paragraphs.

The project will consist of completing twenty-eight (28) pavement cores in the downtown area of Bloomington, Illinois in preparation for implementation of various streetscaping projects. The approximate core locations are shown on the Pavement Core Location Map provided by CMT. It is understood that core holes should be located in the middle of driving lanes in order to avoid conflict with the wheel path of vehicles. The cores will be completed with a diamond bit core barrel to allow for thickness measurements of the pavement components, including base materials. A sample of the subgrade soils will also be obtained at each location. Each core hole will be patched with concrete such that the finished concrete surface is flush with the surrounding pavement. MET will utilize a two-person coring crew to perform the coring activities and a 2-person flagging crew who will aid with traffic control during the field activities. Our proposal assumes that the cores can be completed in three days.

The results of the pavement coring will be presented in a written letter report prepared by a professional engineer. The report will include a summary of the findings with a location map identifying the location of each core, a photograph of each core, and a table identifying the composition and thickness of each pavement layer.

MET proposes to perform the referenced services on a unit price basis in accordance with the attached Estimate Worksheet. If you have any questions regarding this proposal, please contact us at your convenience. MET will proceed with the work upon receipt of written authorization. If this proposal is acceptable, please acknowledge by signing the acceptance block found at the end of this proposal and return it for our files.

We are looking forward to working with you on this project.

Sincerely,

Midwest Engineering and Testing, Inc.

Kelsey R. Tappendorf
Project Engineer

Douglas P. Ramsey, P.E.
Principal Engineer

Enclosures: Estimate Worksheet
Pavement Cores Location Map

Accepted: _____

Name: _____

Signature: _____

Title: _____

Date: _____

Midwest Engineering and Testing, Inc.
geotechnical - environmental - materials engineers
1701 W. Market St., Suite B
Bloomington, IL 61701
309-821-0430
FAX 309-821-1242
www.metgeotech.com

Ramsey Division

Mr. Michael Sewell, P.E.
Project Manager
Crawford, Murphy, & Tilly, Inc.
2750 W. Washington Street
Springfield, IL 62702
msewell@cmtengr.com

Proposal for Pavement Coring Services
Downtown Enhancement Program
Bloomington, Illinois
MET Proposal No. B22062
April 1, 2022

ESTIMATE WORKSHEET	Quantity		Unit Fee	Total
Field Exploration Services				
Drilling Support Vehicle	3	Days	$100.00	$300.00
Two Person Coring Crew	24	Hours	$120.00	$2,880.00
Coring Equipment	3	Days	$130.00	$390.00
Two Person Flagging Crew	24	Hours	$120.00	$2,880.00
Traffic Control Equipment	3	Days	$100.00	$300.00
Subtotal for Field Services:				$6,750.00
Engineering Services				
Project Engineer - Coordination and Report Preparation	6	Hours	$125.00	$750.00
Subtotal for Engineering Services:				$750.00
TOTAL ESTIMATED FEE:				**$7,500.00**



Attachment #1
Pavement Cores Location Map
03-21-22
N.T.S.

CMT
Crawford, Murphy & Tilly

Bloomington ILLINOIS
Public Works Department

DOWNTOWN STREETSCAPE PROJECT

0 95 190
Feet
Date: 8/2/2022

