CITY OF BLOOMINGTON COUNCIL MEETING APRIL 13, 2020

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, At-Large - Tari Renner

City Council Members
Ward 1 - Jamie Mathy
Ward 2 - Donna Boelen
Ward 3 - Mboka Mwilambwe
Ward 4 - Julie Emig
Ward 5 - Joni Painter
Ward 6 - Jenn Carrillo
Ward 7 - Scott Black
Ward 8 - Jeff Crabill
Ward 9 - Kim Bray

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

AGENDA

REGULAR SESSION CITY COUNCIL MEETING AGENDA
CITY COUNCIL CHAMBERS
109 EAST OLIVE STREET, BLOOMINGTON, IL 61701
MONDAY, APRIL 13, 2020, 6:00 P.M.

THIS MEETING WILL BE HELD VIRTUALLY. LIVE STREAM AVAILABLE AT:
www.cityblm.org/live

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

   This meeting is being held virtually via live stream. Public comment will be accepted up until 15 minutes before the start of the meeting. Written public comment must be emailed to publiccomment@cityblm.org and those wishing to speak Live must register at https://www.cityblm.org/register.

7. **Consent Agenda**

   Electronic Roll Call Vote

   A. Consideration and action to approve Bills and Payroll in the amount of $5,427,507.82, as requested by the Finance Department. *(Recommended Motion: The proposed Bills and Payroll be approved.)*

   B. Consideration and action to approve Reappointments and Appointments to Various Boards and Commissions, as requested by the Administration Department. *(Recommended Motion: The proposed Appointments and Re-Appointments be approved.)*

   C. Consideration and action to approve the Purchase of a 2020 Ford F-550, with salt spreader and snow plow, from Mangold Ford of Eureka, IL, (Bid #2020-26) in the amount of $86,346, as requested by the Public Works Department. *(Recommended Motion: The proposed Purchase be approved.)*

   D. Consideration and action to approve the Purchase of Neptune R900 gateway antennas and associated accessories from Ferguson Waterworks in the amount of $100,000 for FY 2020 and not to exceed $100,000 for FY 2021, as requested by the Public Works Department. *(Recommended Motion: The proposed Purchase be approved.)*

   E. Consideration and action to approve the Purchase of three (3) Rotating Assembly Model 81 rebuild kits from Flow-Technics, Inc. of Frankfort, Illinois,

as a limited source, to repair the Fort Jesse B Pumps, in the amount of $116,880, as requested by the Public Works Department. *(Recommended Motion: The proposed Purchase be approved.)*

F. Consideration and action to approve the Purchase of Neptune water meters and related accessories from Ferguson Enterprises, as a limited source, for the FY 2021 Water Meter Installation Program, in the amount not to exceed $1,400,000, as requested by the Public Works Department. *(Recommended Motion: The proposed Purchase be approved.)*

G. Consideration and action to approve an Agreement to Purchase fifty-four (54) months of Routeware Premium solid waste route optimization software with hardware and software support from Routeware, Inc., as requested by the Public Works Department. *(Recommended Motion: The proposed Agreement and Purchase be approved.)*

H. Consideration and action to approve a Contract with Era Valdivia Contractors, Inc., for the rehabilitation of the Hamilton Elevated Tank, in the amount of $1,383,800, as requested by the Public Works Department. *(Recommended Motion: The proposed Contract be approved.)*

I. Consideration and action to approve a Contract with PDC Laboratories, Inc. for water laboratory services (RFP #2020-45), in the amount of $125,000 for FY 2021, as requested by the Public Works Department. *(Recommended Motion: The proposed Contract be approved.)*

J. Consideration and action to approve a Contract Extension with Diamond Vogel Paint for the period beginning May 1, 2020, and ending April 30, 2021, as provided in the original contract for automatic, one-year increments, for traffic line paint and beads (Bid #2019-22), in the amount not to exceed $75,000, as requested by the Public Works Department. *(Recommended Motion: The proposed Contract Extension be approved.)*

K. Consideration and action to approve a Contract Extension with Henson Disposal for bulk waste disposal, from May 1, 2020, to April 30, 2021, in the amount of $54.65 per ton of bulk waste, as requested by the Public Works Department. *(Recommended Motion: The proposed Contract Extension be approved.)*

L. Consideration and action on a Resolution to Commit to Financial Support and Administration of Funds to Construct the Hamilton Road, Bunn Street to Commerce Parkway, East-West Gap Project with a 2020 BUILD Transportation Discretionary Grant, as requested by the Public Works Department. *(Recommended Motion: The proposed Resolution be approved.)*

M. Consideration and action on a Resolution Authorizing a Change Order in the amount of $19,935.37 to the Hamilton Road Water Tower Rehabilitation Design and Observation Contract Between the City of Bloomington and Farnsworth Group, Inc., as requested by the Public Works Department. *(Recommended Motion: The proposed Resolution and Change Order be approved.)*

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

O. Consideration and action on a Resolution Authorizing the Initiation of Minor Text Amendments, Modifications and Deletions to the Bloomington Zoning Ordinance, Chapter 44 of the Bloomington City Code, as requested by the Community Development Department. *(Recommended Motion: The proposed Resolution be approved.)*

P. Consideration and action on an Ordinance Approving a Zoning Map Amendment for a Portion of Sunnyside Park (Located at 1712 to 1724 W. Illinois Street) Approximately 1.7 Acres, from R-1C Single Family Residential District to P-2 Public Lands and Institutions District, as requested by the Community Development Department. *(Recommended Motion: The proposed Ordinance be approved.)*

Q. Consideration and action on an Ordinance Approving the Final Plat of Bloomington Commons Subdivision, as requested by the Public Works Department. *(Recommended Motion: The proposed Ordinance be approved, subject to the petitioner providing the required sureties.)*

R. Consideration and action on the Application of Aroma Bloomington Corporation, d/b/a Aroma Indian Restaurant, located at 716 S. Eldorado Road, requesting a Class RAS, (Restaurant, All Types of Alcohol, and Sunday Sales) liquor license, as requested by the City Clerk Department. *(Recommended Motion: The proposed License be approved contingent upon compliance with all building, health, and safety codes.)*

S. Consideration and action to approve a Lake Bloomington Lease Transfer of Lot 17 and Lot 18 in Block 2 of Camp Kickapoo, from Susan Laiming, Trustee of McLean County Land Trust H-259 to the petitioner, Susan F. Laiming, Trustee of the Susan F. Laiming Declaration of Trust, dated November 22, 2018, as requested by the Public Works Department. *(Recommended Motion: The proposed Lease Transfer be approved.)*

T. Consideration and action to approve a Lake Bloomington Lease Transfer of Lot 5 in Block 5 of Camp Iroquois, from Qazi & Karen Khusro, to the petitioner, Matthew E. Power, Trustee of the JLMRP Land Trust No. 2020, as requested by the Public Works Department. *(Recommended Motion: The proposed Lease Transfer be approved.)*

8. Regular Agenda

Electronic Roll Call Vote

A. Consideration and potential action regarding Ordinance 2020-18, An Ordinance Declaring A Local Emergency Due to the COVID-19 Virus & Enacting Various Emergency Measures, including consideration of an Ordinance Amending Ordinance 2020-18 to Add Club Liquor License to Section 2(N), as requested by the Legal Department. *(Recommended Motion: The proposed Ordinance Amending Ordinance 2020-18 to Add Club Licenses to Section 1(N) be approved.) (Presentation by Tim Gleason, City Manager, 5 minutes; and City Council discussion, 5 minutes.)*

9. City Manager's Discussion

10. Mayor's Discussion

11. **Council Member's Discussion**
12. **Executive Session - Cite Section**
    Clerk-led Roll Call Vote
13. **Adjournment**
    Voice Vote

CONSENT AGENDA

CONSENT AGENDA ITEM NO. 7.A

FOR COUNCIL: April 13, 2020

SPONSOR: Finance Department

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and action to approve Bills and Payroll in the amount of $5,427,507.82, 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 $5,427,507.82 (Payroll total $2,641,788.71, Accounts Payable total $2,343,582.40, and Bank Transfers total $442,136.71).

COMMUNITY DEVELOPMENT IMPACT: N/A

FUTURE OPERATIONAL COST ASSOCIATED WITH NEW FACILITY CONSTRUCTION: N/A

Respectfully submitted for Council consideration.

Prepared by: Frances Watts, Support Staff V

Reviewed by:

F. Scott Rathbun, Finance Director 4/8/2020

Tara Henry, Legislative Assistant 4/9/2020

Recommended by:



Tim Gleason, City Manager

Attachments:

- FIN 1B Council Finance Summary Report

CITY OF BLOOMINGTON FINANCE REPORT

PAYROLL

Date	Gross Pay	Employer Contribution	Totals
3/27/2020	$ 1,955,649.87	$ 535,577.59	$ 2,491,227.46
3/17/2020 Off Cycle Adjustments	$ 132,364.22	$ 18,197.03	$ 150,561.25
		PAYROLL GRAND TOTAL	**$ 2,641,788.71**

ACCOUNTS PAYABLE (WIRES)

Date	Bank	Total
4/13/2020	AP General	$ 2,241,266.26
	AP JM Scott	
4/13/2020	AP Comm Devel	$ 20,955.00
4/13/2020	AP IHDA	$ 9,310.00
4/13/2020	AP Library	$ 27,317.36
	AP MFT	
3/25/20-4/1/2020	Out of Cycle	$ 44,733.78
1/10/2020-3/3/2020	AP Bank Transfers	$ 442,136.71
	AP GRAND TOTAL	**$ 2,785,719.11**

PCARDS

Date Range	Total
PCARD GRAND TOTAL	

TOTAL	**$ 5,427,507.82**

Respectfully,

F. Scott Rathbun
Director of Finance

CONSENT AGENDA ITEM NO. 7.B

FOR COUNCIL: April 13, 2020

SPONSOR: Administration Department

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and action to approve Reappointments and Appointments to Various Boards and Commissions, as requested by the Administration Department.

RECOMMENDED MOTION: The proposed Appointments and Re-Appointments be approved.

STRATEGIC PLAN LINK:
-Goal 4. Strong Neighborhoods

STRATEGIC PLAN SIGNIFICANCE:
-Objective 4e. Strong partnership with residents and neighborhood associations

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

Blm-Nml Public Transportation System Board: Linda Foster to the Blm-Nml Public Transportation System Board. She will be completing the term held by John Bowman. Linda's term will be effective immediately and will expire 6-30-23 at which time she will be eligible to reapply. Application is on file in the Administration Office.

Citizens' Beautification Committee: Eric Hansen to the Citizen's Beautification Committee. He will be filling a vacant position on the Committee. Eric's term will be effective immediately and will expire 4-30-21, which reflects the original three-year term length, at which time he will be eligible to reapply. Application is on file in the Administration Office.

Cody Hendricks to the Citizens' Beautification Committee. He will be filling a vacant position on the Committee. Cody's term will be effective immediately and will expire 4-30-22, which reflects the original three-year term length, at which time he will be eligible to reapply. Application is on file in the Administration Office.

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

Citizens' Beautification Committee: Robin VanDermay to the Citizens' Beautification Committee. Robin is being reappointed to an additional three-year term. Her term will be effective 5-1-20 and will expire 4-30-23. Application is on file in the Administration Office.

Erica Larkin to the Citizens' Beautification Committee. Erica is being reappointed to an additional three-year term. Her term will be effective 5-1-20 and will expire 4-30-23. Application is on file in the Administration Office.

Board of Zoning Appeals: Victoria Harris to the Board of Zoning Appeals. Victoria is being reappointed to an additional three-year term. Her term will be effective 5-1-20 and will expire 4-30-23. Application is on file in the Administration Office.

Tyler Noonan to the Board of Zoning Appeals. Tyler was appointed in 2019 to fill a vacancy on the board with a term expiration of 4-30-20. He is being reappointed to a three-year term. His term will be effective 5-1-20 and will expire 4-30-23. Application is on file in the Administration Office.

Michael Rivera, Jr. to the Board of Zoning Appeals. Michael was appointed in 2018 to fill a vacancy on the board with a term expiration of 4-30-20. He is being reappointed to a three-year term. His term will be effective 5-1-20 and will expire 4-30-23. Application is on file in the Administration Office.

Michael Straza to the Board of Zoning Appeals. Michael was appointed in 2020 to fill a vacancy on the board with a term expiration of 4-30-20. He is being reappointed to a three-year term. His term will be effective 5-1-20 and will expire 4-30-23. Application is on file in the Administration Office.

Cultural Commission: Angelique Racki to the Cultural Commission. Angelique is being reappointed to an additional three-year term. Her term will be effective 5-1-20 and will expire 4-30-23. Application is on file in the Administration Office.

Meryl Brown to the Cultural Commission. Meryl is being reappointed to an additional three-year term. Her term will be effective 5-1-20 and will expire 4-30-23. Application is on file in the Administration Office.

Library Board of Trustees: John Argenziano to the Library Board of Trustees. John was appointed in 2018 to fill a vacancy on the board with a term expiration of 4/30/20. He is being reappointed to a three-year term which will be effective 5-1-20 and will expire 4-30-23. Application is on file in the Administration Office.

Alicia Whitworth to the Library Board of Trustees. Alicia is being reappointed to an additional three-year term. Her term will be effective 5-1-20 and will expire 4-30-23. Application is on file in the Administration Office.

Catrina Parker to the Library Board of Trustees. Catrina was appointed in 2018 to fill a vacancy on the board with a term expiration of 4/30/20. She is being reappointed to a three-year term which will be effective 5-1-20 and will expire 4-30-23. Application is on file in the Administration Office.

Sister City Committee (Japan): Kyle Silver to the Sister City Committee (Japan). Kyle is being reappointed to an additional three-year term. His term will be effective 5-1-20 and will expire 4-30-23. Application is on file in the Administration Office.

Brenda Guest to the Sister City Committee (Japan). Brenda was appointed in 2018 to fill a vacancy on the board with a term expiration of 4/30/20. She is being reappointed to a three-year term which will be effective 5-1-20 and will expire 4-30-23. Application is on file in the Administration Office.

Technology Commission: Jacob Elterich to the Technology Commission. Jacob was appointed in 2019 for a one-year term with a term expiration of 4/30/20. He is being reappointed to a three-year term which will be effective 5-1-20 and will expire 4-30-23. Application is on file in the Administration Office.

Ravi Duvvuri to the Technology Commission. Ravi was appointed in 2019 for a one-year term with a term expiration of 4/30/20. He is being reappointed to a three-year term which will be effective 5-1-20 and will expire 4-30-23. Application is on file in the Administration Office.

Police Pension Board: Scott Rathbun to the Police Pension Board. Scott is being reappointed to a two-year term which will be effective 5-1-20 and will expire 4-30-22. Application is on file in the Administration Office.

City staff is aware of heightened concerns regarding the current COVID-19 pandemic, however this agenda item is operational in nature and expected to have little to no impact on City resources or finances.

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

FINANCIAL IMPACT: N/A

COMMUNITY DEVELOPMENT IMPACT: N/A

Respectfully submitted for Council consideration.

Prepared by: Amy Overton, Executive Assistant

Reviewed by:

Billy Tyus, Deputy City Manager 4/7/2020 Tara Henry, Legislative Assistant 4/8/2020

Recommended by:

Tim Gleason, City Manager

Attachments:

- ADM 1B 2020-04-13_CouncilMtg_BeautificationRoster
- ADM 1C 2020-04-13_CouncilMtg_CulturalRoster
- ADM 1D 2020-04-13_CouncilMtg_LibraryBrdRoster
- ADM 1E 2020-04-13_CouncilMtg_PublicTransRoster
- ADM 1F 2020-04-13_CouncilMtg_SisterCityJapanRoster

- ADM 1G 2020-04-13_CouncilMtg_ZBARoster
- ADM 1H 2020-04-13_CouncilMtg_PolicePensionRoster
- ADM 1I 2020-04-13_CouncilMtg_TechnologyRoster

First Name	Last Name	Expiration	Year First Appt	Re/Appointment Date	Ward	Notes
a	Kemp	04/30/21	2018	05/14/18	3	1st term
in	VanDermay	04/30/20	2014	03/27/17	3	2017-compl 1 3yr term
tany	Burton	04/30/20	2019	08/12/19	7	replaced Marton
iel	Freburg	04/30/22	2018	04/22/19	7	comp Kooba
tt	Litwiller	04/30/21	2018	05/14/18	4	1st term
helle	Grasher	04/30/22	2019	09/09/19	3	Last term-7 yrs
iane	Powell	04/30/22	2018	04/22/19	4	replaced Matthews
a	Larkin	04/30/20	2013	05/22/17	1	2017-compl 1 4yr term
iam	Gudeman	04/30/21	2018	04/23/18	5	replaced Larsen/2nd term
ert	Bradley	04/30/21	2017	04/23/18		
y	Sellers	04/30/19	2018	02/12/19		
anda	Weissgerber TY 1/14/20	04/30/22	2016			Resigned Jan 2020
	Lauderman					
n	Cain					
ert	Moews					
id	Lamb					

1/2014)
s/9 years
io member
ppoints: 12

ection 72

FY2014:
nonth at 6:00 pm - BPD Osborn Room

Cultural Commission

Mayor Appointed	Staff/Chair	First Name	Last Name	Expiration	Year First Appt	Appointment Date	Notes
x		Angelique	Racki	04/30/20	2016	03/27/17	
x	Chair	Kellie	Williams	04/30/22	2016	04/22/19	2nd term
x		Melissa	Libert	04/30/21	2018	12/17/18	comp S Koets
x		Mark	Halx	04/30/22	2018	04/22/19	
x		Ronald	Crick	04/30/22	2017	04/22/19	comp M. Kerber
x		Julia	Cozad-Callighan	04/30/21	2018	03/26/18	comp J Hinshaw
x		Jeffrey	Pitzer	04/30/22	2019	08/12/19	3rd/final term
x		Meryl	Brown	04/30/20	2018	08/27/18	replaced Delgado
x		Ryan	McCracken	04/30/21	2019	9/9/2019	replaced Smart
		Jamie	Mathy				resigned 2019
		Jeff	Crabill				resigned 2019
	Staff	Jim	Mack				
	Staff	Eric	Veal				
	Staff	Samantha	Still				

Details:
Term: 3 years
Term Limit per City Code: 3 terms/9 years
Members: 11 members (was 14 members but Ordinance 2018-42 reduced to 11, 6-11-18)
Number of members the Mayor appoints: 11
Type: Internal
City Code: Chapter 2, Section 81
Required by State Statute: No
Intergovernmental Agreements: None
Funding budgeted from COB for FY2014: None
Meetings: 3rd Thurs of each month at 7:30 am - Creativity Center Conference Room

Library Board of Trustees

Mayor Appointed	Staff/Chair	First Name	Last Name	Expiration	Year First Appt	Re/Appointment Date	Ward	Notes
x		John	Argenziano	04/30/20	2018	6/25/18	8	replaced Cardona
x	Treasurer	Alicia	Whitworth	04/30/20	2016	3/27/17	3	
x	Secretary	Van	Miller	04/30/22	2015	4/22/19	7	
x		Dianne	Hollister	04/30/21	2017	4/23/18	4	1 yr + 2nd full term
x		Matthew	Watchinski	04/30/21	2018	4/23/18	6	replaced 3 mo Raikes + 2nd full
x	President	Julian	Westerhout	04/30/22	2015	4/22/19	4	
x		Catrina	Parker	04/30/20	2018	12/17/18	2	completing K Henry
x	Vice President	Susan	Mohr	04/30/21	2017	4/23/18	8	1 yr + 2nd full term
x		Alicia	Henry	04/30/22	2016	4/22/19	7	2nd term
	Staff	Caprice	Prochnow					
	Staff	Jeanne	Hamilton					

Details:
Term: 3 years
Term Limit per City Code: 3 terms/9 years
Members: 9 members
Number of members the Mayor appoints: 9
Type: Internal
City Code: Chapter 25, Section 3, Section 7
Required by State Statute: Yes
Intergovernmental Agreements:
Funding budgeted from COB for FY2014:
Meetings: 3rd Tues of each month at 5:30 pm - William C. Wetzel Reading Room

Connect Transit Board

Mayor Appointed	Staff/Chair	First Name	Last Name	Expiration	Re/Appointment Date	Year First Appt	Ward
x	Blm	Monica	Bullington	06/30/22	08/13/18	2017	1
x	Blm	John	Bowman	06/30/19	05/26/15	2011	3
x	Blm	Ryan	Whitehouse	06/30/20	06/13/16	2012	7
x	Blm	Judy	Buchanan	06/30/21	07/10/17	2009	4
	Nml	John	Thomas	06/30/19	06/30/15	2009	
	Nml	Julie	Hile	06/30/18	07/31/22	2018	
	Nml	Mike	McCurdy	06/30/21	03/16/12	2012	
	Staff/Contact	Jill	Bower				
	Staff	Isaac	Thorne				

Details:
Term: 4 years, exp date is June 30th
Term Limit per City Code: not applicable
Members: 7 members
Number of members the Mayor appoints: 4
Type: Multi-Jurisdictional
City Code:
Required by State Statute: No
Intergovernmental Agreements: Yes
Funding budgeted from COB for FY2014:
Meetings: 4th Tues of each month at 4:30pm - BNPTS 351 Wylie Dr, Normal

Japanese Sister City Committee

Blm Mayor Appointed	Staff/Chair	FirstName	LastName	Expiration	Year First Appt	Appointment Date	Ward	Notes
x		Laura	Tepen	04/30/20	2019	04/22/19	4	rep Harrison
x		Steven	Campbell	04/30/20	2014	03/13/17	7	2017-compl 1 3yr term
x		Cody	Hendricks	04/30/22	2018	04/22/19	7	
x		Ken	Ota	04/30/22	2016	04/22/19	2	2nd term
x		Kyle	Silver	04/30/20	2016	03/27/17	5	2017-fnshd 1yr of Clary
x		Brenda	Guest	04/30/20	2018	12/10/18		2018-fnshed Desmond
x		Sanae	Ferrier	04/30/19				
x		Dawn	McBride	04/30/21	2018	05/14/18	4	1st term
x		Noha	Shawki	04/30/21	2015	04/23/18	4	2nd term
x		Catrina	Murphy	04/30/21	2014	04/23/18	1	**final term**
	Chair	Darren	Sampson					
		Toyoka	Nishihara					

Details:
Term: 3 years
Term Limit per City Code: 3 terms/9 years
Members: 20 members
Number of members the Mayor appoints: 10 (10 appointed by Normal)
Type: Multi-Jurisdictional
City Code:
Required by State Statute: No
Intergovernmental Agreements:
Funding budgeted from COB for FY2014:

Zoning Board of Appeals

Mayor Appointed	Staff/Chair	First Name	Last Name	Expiration	Year First Appt	Re/Appointment Date	Ward	Notes
x		Terry	Ballantini	04/30/21	2018	06/11/18	7	
x		Tyler	Noonan	04/30/20	2019	05/13/19	9	
x		Michael	McFarland	04/30/22	2019	09/09/19	9	replaced Brown
x		Richard	Veitengruber-TY	04/30/20	2017	03/13/17	1	resigned 11/30/19
x		Michael	Straza	4/30/2020	2020		5	replaced R. Schultz
x		Michael	Rivera, Jr.	04/30/20	2018	12/17/18		completing Bullington
x	Chair	Victoria	Harris	04/30/20	2017	07/24/17	5	
	Staff	Joni	Gerard					
	Staff							

Details:
Term: 3 years (4 years prior to 5/1/2014)
Term Limit per City Code: 3 terms/9 years
Members: 7 members
Number of members the Mayor appoints: 7
Type: Internal
City Code:
Required by State Statute: No
Intergovernmental Agreements: None
Funding budgeted from COB for FY2014: None
Meetings: 3rd Wednesday of each month at 4:00pm in the Council Chambers

Police Pension Board

Mayor Appointed	Staff/Chair	First Name	Last Name	Expiration	Year First Appt	Re/Appointment Date
	Trustee	Ed	Moser	04/30/19	2017	05/01/19
	President	Paul	Swanlund	04/30/20	2015	05/01/15
X	Trustee	Scott	Rathbun	04/30/20	2018	05/29/18
	Secretary	Matthew	Dick	04/30/19	2015	05/01/15
X		Tim	Gleason	04/30/21	2019	05/13/19
	Contact Person/Staff	Scott	Rathbun			

Details:
Term: 2 years per email from Paul Swanlund 5/21/15
Term Limit per City Code: None per email from Paul Swanlund 5/21/15
Members: 5 members
Number of members the Mayor appoints: 2
Type: Internal
City Code:
Required by State Statute: Yes, Chapter 40 ILCS5
Intergovernmental Agreements:
Funding budgeted from COB for FY2014:
Meetings: 3rd Friday of each month at 10:00pm - Police Dept

Other: Per State Statute there are 2 Mayoral appointments, 2 active union employees, 1 police beneficiary/retiree

Technology Commission

Mayor Appointed	Staff/Chair	First Name	Last Name	Expiration	Appointment Date	Year First Appt	Ward	Reappointment
X		Eric	Fisher	04/30/22	09/09/19	2019	3	initial 3 year
X		Joel	Murphy	04/30/22	09/09/19	2019	2	initial 3 year
X		Gary	Neumayer	04/30/22	09/09/19	2019	5	initial 3 year
X		Jennifer	Brown	04/30/21	09/09/19	2019	2	initial 2 year
X		Robert	Davis	04/30/21	09/09/19	2019	9	initial 2 year
X		Jacob	Elterich	04/30/20	09/09/19	2019	6	initial 1 year
X		Ravi	Duvvuri	04/30/20	09/09/19	2019	3	initial 1 year
	COB Staff Person	Jamie	Mathy		09/09/19	2019		

Details:
Term: 3 years
Term Limit per City Code: 3 terms/9 years
Members: 7 members
Number of members the Mayor appoints: 7, demonstrated interest, knowledge, or experience in technology
Type: Internal
City Code: Article III of Chapter 22, Section 75
Required by State Statute: No
Intergovernmental Agreements: None
Meetings: Monthly

CONSENT AGENDA ITEM NO. 7.C

FOR COUNCIL: April 13, 2020

SPONSOR: Public Works Department

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and action to approve the Purchase of a 2020 Ford F-550, with salt spreader and snow plow, from Mangold Ford of Eureka, IL, (Bid #2020-26) in the amount of $86,346, as requested by the Public Works Department.

RECOMMENDED MOTION: The proposed Purchase be approved.

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

STRATEGIC PLAN SIGNIFICANCE:
-Objective 1a. Budget with adequate resources to support defined services and level of services



BACKGROUND: Public Works is recommending the purchase of one 2020 Ford F-550, in the amount of $86,346 to replace one 2016 Ford F-550 dump truck that was a total loss in the fire at Lake Bloomington Maintenance Facility. On March 10, 2019, the Lake Bloomington Maintenance building caught fire and was a total loss. Unit LB17 was parked inside the building and was a total loss as a result of the fire.

Staff uses this unit daily in order to perform maintenance tasks. It is used year-round in Lake Bloomington parks, the maintenance facility, and the water treatment plant. The purchase includes a salt spreader and snowplow attachment, which were also damaged in the fire. Disposal of the old unit was handled by the insurance company. The City is working with the insurance company for reimbursement of the lost equipment.

The Public Works Department prepared a bid package and advertised the vehicle purchase for competitive bids. Bids for this purchase were received from January 16, 2020, to January 30, 2020, in the Office of the City Clerk. Staff sent the bid notice to 12 local firms and 22 non-local firms within the state. Staff received 2 bids and opened them at 10:00 AM on January 30, 2020.

Vendor	Bid Amount (Bid #2020-26)
Central Illinois Trucks (local)	$93,612
Mangold Ford (non-local)	$86,346

The City received 1 bid from a local dealer, Central Illinois Trucks, $93,612, and 1 bid from

Mangold Ford $86,346. When factoring in the City's Local Preference Purchasing Policy, the local dealer's bid was still higher than Mangold Ford's bid. In addition, staff compared the bids received to the Suburban Purchasing Cooperative (SPC) Program joint purchasing contract. The SPC price for the chassis and the body was lower, but did not meet all the bid specifications. The dump body was of a thinner gauge stainless steel that would reduce the cost but compromise the durability of the unit.

City staff is aware of heightened concerns regarding the current COVID-19 pandemic. However, this expenditure is necessary, because it replaces a unit that was a total loss in a fire. The unit will be used daily in order to perform maintenance tasks at Lake Bloomington, including park maintenance, facility maintenance, salt spreading, and snowplowing.

The Water Fund is an Enterprise Fund that generates fees for funding its operations. Water Fund fees are intended/dedicated solely for the support of water services to the City, including infrastructure expenditures, such as the water treatment plant, water mains, and water meters. The use of fund balance (reserves) is common practice for Enterprise Funds, which oftentimes accumulate fund balance to be used for the execution of larger projects/purchases.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: The Request for Bids was advertised in the Pantagraph on January 16, 2020.

FINANCIAL IMPACT: This unit was a total loss from the fire at Lake Bloomington Maintenance Facility and was not budgeted. It will cost $86,346 and be paid for out of the Lake Maintenance-Capital Outlay Licensed Vehicle account (50100140-72130-60000). The vehicle will be paid for through the insurance reimbursement ($44,400) and unused budgeted funds in the amount of $11,178 from account Water Transmission & Distribution-Capital Outlay Equipment Other than Office account (50100120-72140) and $30,768 from account Lake Maintenance-Capital Outlay Equipment Other than Office (50100140-72140). Some budgeted items from these two accounts will not be purchased and can be used for this item. Stakeholders can locate these accounts in the FY 2020 Budget Book titled "Other Funds & Capital Improvement" on pages 117 and 125.

COMMUNITY DEVELOPMENT IMPACT: N/A

Respectfully submitted for Council consideration.

Prepared by: Rob Krones, Superintendent of Fleet Management

Reviewed by:

Kevin Kothe, City Engineer 3/30/2020

Carla Murillo, Procurement Manager 3/30/2020

Chris Tomerlin, Budget Manager 3/30/2020

Jeffrey R. Jurgens, Corporation Counsel 4/3/2020

Tara Henry, Legislative Assistant 4/7/2020

Recommended by:

Tim Gleason, City Manager

Attachments:

- PW 14B Quote LB17 Truck Purchase 04132020_Redacted
- PW 14C Bid Tab LB17 Truck Purchase 04132020

BID FORM

BID #2020-26

Public Works – Lake Operations Factory New 2019 or Newer 16,000 lb. GVRW Truck With Snow Plow & Salt Spreader

We, the undersigned, agree to the terms and conditions used by the City of Bloomington, Illinois, at the bid price submitted, and to supply all services and/or commodities as required in the requirements and Instructions to Bidders. We further agree to deliver the commodity and/or services as outlined with in this document, FOB 336 South Main Street Bloomington IL. 61701.

The bidder certifies by signature below that it has not been barred from contracting with a unit of State or Local government in the State of Illinois as a result of a violation of Section 33E-3 or 33E-4 of the Criminal Code of 1961, as amended.

We further agree to complete all of the above work in a complete, neat, and workmanlike manner.

DESCRIPTION	**AMOUNT**
Bidder to supply One (1) Factory New 2019 or Newer Public Works – Lake Operations – 16,000 lb. GVRW Truck with Snow Plow, Salt Spreader, and all bid items to the City of Bloomington.	$ 86346

The undersigned understands that any condition above, clarification made to the above, or information submitted on or with this form other than requested may render this bid unresponsive.

Mangold Ford, Inc.
Firm

[redacted]
Authorized Signature

1100 W Center St
Address

Eureka IL 61530
City State Zip

309-467-2344
Phone Number

1/30/20
Date

Email Address: nallen@mangoldford.com

CITY OF Bloomington ILLINOIS

CITY CLERK
109 EAST OLIVE STREET
BLOOMINGTON, IL 61702-3157
309.434.2240 tel
309.434.2802 fax

RECORD OF BID OPENING FOR:

BID #2020-26

PW – Lake Operations 16,000 lb Truck w/Snow Plow & Salt Spreader

DATE: January 30, 2020 **TIME: 10:00 a.m.**

Rec'd Date/Time & Staff Initials	Bidder's Name	City, State	Mandatory City Documents	Bid Signed	Bid Bond	Addendum #1	TOTAL BID
1/30/20 9:58AM BC	Mangold Ford	Eureka, IL	✓	✓	No	—	$ 86,346
1/30 9:59AM BC	CIT Trucks, LLC	Normal, IL	✓	✓	No	—	$ 93,612

WITNESSES:

*Disclaimer: This is a Bid tabulation for record of the Bid opening. Bids have not been reviewed and have not been presented to council. This does not represent any Award. Prices or options/alternates will not be included on the tabulation.

CONSENT AGENDA ITEM NO. 7.D

FOR COUNCIL: April 13, 2020

SPONSOR: Public Works Department

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and action to approve the Purchase of Neptune R900 gateway antennas and associated accessories from Ferguson Waterworks in the amount of $100,000 for FY 2020 and not to exceed $100,000 for FY 2021, as requested by the Public Works Department.

RECOMMENDED MOTION: The proposed Purchase be approved.

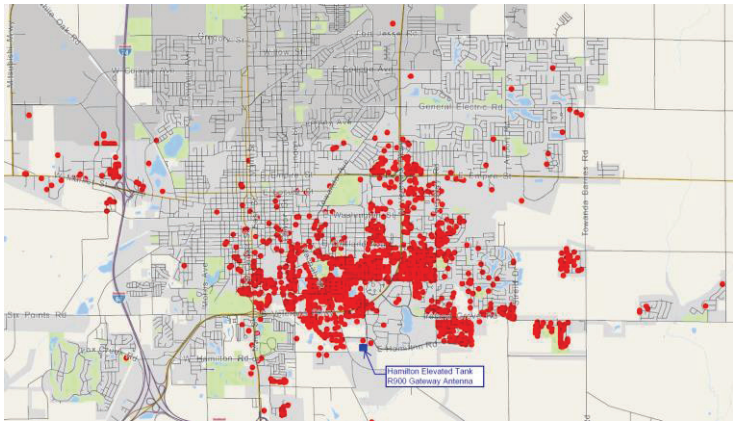
STRATEGIC PLAN LINK:
-Goal 2. Upgrade City Infrastructure and Facilities
-Goal 1. Financially Sound City Providing Quality Basic Services

STRATEGIC PLAN SIGNIFICANCE:
-Objective 2b. Quality water for the long term
-Objective 1a. Budget with adequate resources to support defined services and level of services

BACKGROUND: Public Works is recommending approval of the Purchase of R900 Gateway Antennas and associated accessories from Ferguson Waterworks, in the amount of $100,000 for FY 2020 and $100,000 for FY 2021, subject to budget approval utilizing a limited source justification. This purchase will greatly improve efficiency and provide better customer service, because it will enable the City to continue the deployment of the City's advanced metering infrastructure (AMI) system. The City desires to continue to use this specific antenna as the City has made a capital investment in maintaining a known product that staff is familiar with using and servicing.

In August 2019, staff performed the Meter Services Program Evaluation, which examined the meter change-out program to locate and improve upon efficiencies that could save the Water Division time and money. As part of the evaluation, staff studied the meter change-out process and found that the continued implementation of an AMI system would improve customer service and create efficiencies in the meter reading process. The City currently uses an automated meter reading system, which is a manual, drive-by process of collecting meter readings. With implementation of AMI, the City will have real-time access to customer's consumption information. Switching to AMI will also eliminate monthly manual meter reads and provide timely water usage data, regardless of weather conditions or power outages. The Department will be better able to utilize staff to upgrade the current meter system and respond to citizen requests and spend more time on improving infrastructure, rather than capturing meter readings, as the meter consumption data will automatically be sent to the R900 Gateway Antennas.

In October 2019, the Public Works Department installed the first R900 Gateway Antenna on top of Hamilton Elevated Tank. The R900 Gateway Antenna's software-defined radio technology can process eight (8) meter readings simultaneously and gather 360 readings per second. The data collected is accurate, timely, and simple to access. The currently installed R900 is receiving approximately 2,400 meter readings daily with this Gateway Antenna. The additional Gateway Antennas will be placed in areas to be determined, some in coordination with the camera installations in order to use existing City infrastructure.



Current Readings Received from Hamilton Elevated Tank R900 Gateway Antenna

After the program is fully implemented, including a migration to new utility billing software and meter reading hosting platform, customers will have access to their own consumption data. Improved access to consumption information will result in increased opportunities to rapidly detect and address leaks. Identification and notification of potential leaks can save customers a significant amount of money. With real-time and access and the ability to enable excessive use notifications, the customer will be able to resolve such issues.



Water metering technology varies greatly from one manufacturer to another as different technology and proprietary components are used, particularly in the areas of communication of meter reading information. The City embraced the emerging technology of radio frequency (RF) transmitting data collectors on water meters and the resultant efficiencies of reduced personnel needed for meter reading through City Council action on February 28, 2005, specifically identifying Neptune as the manufacturer of water meters to be used by the City. The Water Division of the Public Works Department has been installing RF transmitting data collectors on its water meters since that time and is approximately 99% deployed (approximately 31,400 units installed on 31,550 total water meters since 2012).

Ferguson Waterworks is the sole authorized distributor in Northern Illinois for Neptune R900 Gateway Antennas, RF meter reading equipment, Neptune water meters, Meter Interface Units, and parts (please see attached Limited Source document).

City staff is aware of heightened concerns regarding the current COVID-19 pandemic. However, this expenditure is necessary, because it will continue the implementation of fixed point remote water meter reading and coincide with the implementation of new utility billing software and meter reading hosting platform as well as provide improved customer service opportunities.

The Water Fund is an Enterprise Fund that generates fees for funding its operations. Water Fund fees are intended/dedicated solely for the support of water services to the City, including infrastructure expenditures, such as the water treatment plant, water mains, and water meters. The use of fund balance (reserves) is common practice for Enterprise Funds, which oftentimes accumulate fund balance to be used for the execution of larger projects/purchases.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: The Meter Service Division of the Public Works has budgeted $100,000 for the purchase of the R900 Gateway in the Meter Services-Capital Outlay Equipment account (50100150-72140) for FY 2020 and the FY 2021 Proposed Budget. If approved a purchase order for $100,000 will be processed in FY 2020 and an additional purchase order for $100,000 will be processed in May 2020 after the new budget is adopted. Stakeholders can locate this in the FY 2020 Budget Book titled "Other Funds & Capital Improvement" on page 129 and in the FY 2021 Proposed Budget Book titled "Other Funds & Capital Improvement" on page 91.

COMMUNITY DEVELOPMENT IMPACT: Goal UEW-1. Provide quality public infrastructure within the City to protect public health, safety, and the environment, Objective UEW-1.5. Reliable water supply and distribution system that meets the needs of the current and future residents.

Respectfully submitted for Council consideration.

Prepared by: Nick O'Donoghue, Superintendent of Meter Services

Reviewed by:

Kevin Kothe, City Engineer 3/30/2020

Carla Murillo, Procurement Manager 3/31/2020

Chris Tomerlin, Budget Manager 4/1/2020

Jeffrey R. Jurgens, Corporation Counsel 4/3/2020

Tara Henry, Legislative Assistant 4/9/2020

Recommended by:



Tim Gleason, City Manager

Attachments:

- PW 3B LSJF FY20-FY21 R900 Gateways Purchase 04132020
- PW 3C Sole Source Letter_FY20-FY21 R900 Gateways Purchase 04132020
- PW 3D Quote Neptune R900 Gateway Antennas Ferguson 1730
- PW 3E Specs_FY20-FY21 R900 Gateways Purchase 04132020
- PW 3F Map_FY20-FY21 R900 Gateways Purchase 04132020

LIMITED SOURCE JUSTIFICATION

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

SECTION A –LIMITED SOURCE PURCHASE:

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

Vendor Name & #: Ferguson Enterprises #1227	Amount: $200,000.00	Date: 3/27/2020

Description of item/services:

Purchase of Neptune R900 Gateway Antennas and Associated Accessories

Justification: Water metering technology varies greatly from one manufacturer to another as different technology and proprietary components are used, particularly in the areas of communication of meter reading information. Therefore, the City cannot competitively bid water meters and associated accessories of different brands and integrate them into the existing system.

The City embraced the emerging technology of radio frequency (RF) transmitting data collectors on water meters through City Council action, Resolution 2005-33, on February 28, 2005, specifically identifying Neptune as the manufacturer of water meters to be used by the City. The Water Division of the Public Works Department has been installing RF transmitting data collectors on its water meters since that time and is approximately 99% deployed.

In addition, the Public Works Department installed the first R900 Gateway Antenna on top of Hamilton Elevated Tank in October 2019.

Ferguson Waterworks is the sole authorized distributor in Northern Illinois for Neptune R900 Gateway Antennas, RF meter reading equipment, water meters, meter interface units, and parts.

SECTION B - REQUESTER CERTIFICATION: By submitting this request, I attest that the above justification/information is accurate and complete to the best of my knowledge and that I have no personal or business interests relative to this request.

Kevin Kothe Kevin Kothe 3/31/2020

(Name and Signature of Department Director or Designee) Date

SECTION C –TO BE COMPLETED BY PROCUREMENT OFFICE:

Based on the information provided in Section A and attached supporting documents,

I concur [X] / do not concur [ ] (see below) with purchase to be a Limited Source.

Do not concur for the following reason(s):

Name and Signature of Purchasing Agent or Designee 3/31/2020

Date

NEPTUNE
TECHNOLOGY GROUP

March 10, 2020

Nick O'Donoghue

City of Bloomington
603 West Division St.
Bloomington, IL 61701

Ferguson Waterworks is the sole authorized distributor in Northern Illinois for Neptune RF meter reading equipment, Neptune water meters, Meter Interface Units and parts.

Ferguson is authorized by Neptune to submit an offer for Neptune water meters and related products.

Thank you for your interest in Neptune products. If you have any questions, please contact your local Ferguson representative T. J. Rodebaugh at 815-341-4772, your local Neptune representative Pat Prasifka, at 334-391-6128, or Neptune's bid department at 334-283-6555.

Sincerely,

[redacted]

Lawrence M. Russo
VP, Finance

LMR/jsk

1600 Alabama
Highway 229
Tallassee, AL 36078

800-633-8754
neptunetg.com

1720 State Street
DeKalb, IL 60115-2617
Phone: (815) 756-2800
Fax: (815) 756-2877

www.ferguson.com

City of Bloomington
603 West Division
Bloomington, IL 61701

Nick O"Donoghue

We are pleased to offer the City of Bloomington the following proposal, which covers our discussions of upgrading you to the Neptune AMI Fix Based System. The below pricing outlines the City of Bloomington purchasing the below Neptune V4 Gateway Collector's.

Neptune AMI Fixed Based Collector Package

	Unit Price	Total
• 3 – R900 V4 Gateway Collector	$8,270.75	$24,812.25
• 3 – UPS – Outdoor System Assembly	$2,325.50	$6,976.50
• 3 – R900 Gateway – RF Antenna	$475.50	$1,426.50
• 3 – External Cellular Antenna Mounting Kit	$393.70	$1,181.10
• 3 – Installation of R900 V4 Gateway Collector	$19,580.00	$58,740.00

Total Package $93,136.35

If you have any questions, please let me know. Thank you for the opportunity to provide the City of Bloomington with the latest in Automatic Meter Reading Technology.

Sincerely,
TJ Rodebaugh
tj.rodebaugh@ferguson.com
(815) 341-4772 (Cellular)
Meter System Sales - Outside
Ferguson Waterworks

_____ _____

Signature approval by Tim Gleason, City Manager Date

A PRODUCT SHEET OF NEPTUNE TECHNOLOGY GROUP

R900® Gateway v4 Fixed Network Data Collector



Streamline Measurement and Boost Efficiency

Maximize the efficiency of your workforce – not only by automating meter reading but also by freeing up time for other tasks. Like the other components of Neptune's R900® System, the R900® Gateway fixed network data collector is designed for quick installation, ease of use, and flexibility. The R900 Gateway collects metering data as well as daily leak, reverse flow, and days of no flow alerts from all E-CODER®-equipped meters. The R900 Gateway's software-defined radio technology can process eight (8) meter readings simultaneously and gather 360 readings per second – optimizing your fixed network with high throughput reading performance; especially in high-density R900® deployments. The data you collect is accurate, timely, and simple to share with other departments – so you can turn it into meaningful information that will help identify hidden causes of loss and optimize efficiency.

Migrate Backward and Forward With Total Confidence

Get the most value from your current assets, both infrastructure and workforce, through Neptune® systems that allow you to migrate at your own pace from mobile automatic meter reading (AMR) to advanced metering infrastructure (AMI). Providing fixed network functionality, the R900 Gateway is easily integrated into the system with mobile methods of reading your existing R900 endpoints, so that you can choose the technology you need, where you need it – without a need for special programming or reprogramming of MIUs. The R900 Gateway supports the R900 System's 1 Watt fixed network message from endpoints, reducing infrastructure costs.

Resolve Customer Issues Proactively with Detailed Data

The R900 Gateway gives your utility simplified access to information that will help you identify and resolve water-related issues quickly and easily. You'll be able to track detailed hourly water consumption for individual accounts and receive alerts that will help you proactively improve service to your customers. Save them – and your utility – time and money, and inform customers of excessive water usage to head off high bill complaints, reduce delinquent payments, and eliminate write-offs.

KEY BENEFITS

Facilitates Migration to AMI

- Supports the 1 Watt fixed network message from R900 endpoints, reducing infrastructure costs
- Migrate at your own pace – your system can be read by any combination of mobile and fixed that you choose
- No reprogramming of endpoints required to migrate to fixed network reading

Simple Access to Powerful Data

- On-demand read capability – obtain a reading whenever you need it
- Daily leak, reverse flow, and days of no flow alerts from E-CODER-equipped meters

Improves Meter Reading Efficiency

- Software-defined radio (SDR) technology capable of processing eight (8) readings simultaneously
- Optimal performance in high-density R900 environments – capable of 360 readings per second

No Stranded Assets

- Maintains compatibility with existing R900s deployed
- Utilizing the power of our software-defined radio technology, all existing R900 Gateway v3 units can be easily updated to obtain R900 Gateway v4 functionality

Specifications

Receiver

- 910-920 MHz
- 50 channels
- Processes 8 readings simultaneously
- Processes 360 readings per second
- Capable of handling up to 25,000 R900s

Installation Options

- Rooftop
- Pole (2" – 16" diameter)
- Wall
- Water towers
- Street lights

Power Supplies

- 100-140 VAC
- 150W Solar
- 220W Solar

Battery Backup

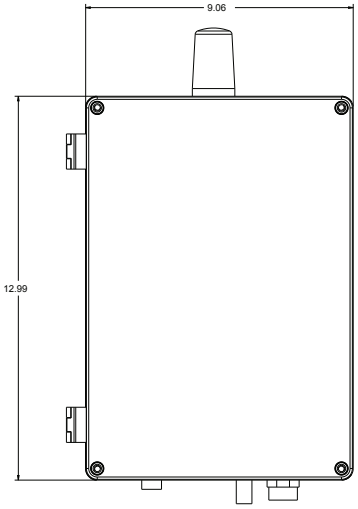
- AC version – UPS provides 8 hours battery backup
- Solar version – 3-day backup battery

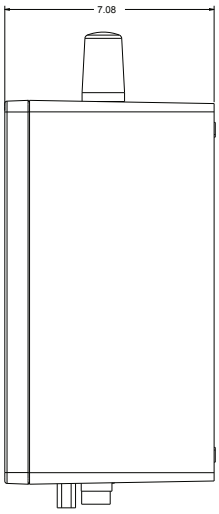
Backhaul Options

- Multi-carrier cellular modem
- EVDO Rev A (CDMA)
- 1xEVDO Rev 0 (CDMA)
- 1xRTT (CDMA)
- UMTS/HSPA (GSM)
- EDGE/GPRS (GSM)
- Ethernet
- Private LAN compatibility via Ethernet connection

Environmental

- NEMA 4X enclosure
- Operating temperature: -22°F to +140°F (-30°C to +60°C)
- Storage temperature: -40°F to +158°F (-40°C to +85°C)
- 0-95% non-condensing humidity





NEPTUNE TECHNOLOGY GROUP

#winyourday
neptunetg.com

Neptune Technology Group
1600 Alabama Highway 229
Tallassee, AL 36078
800-633-8754 f 334-283-7293

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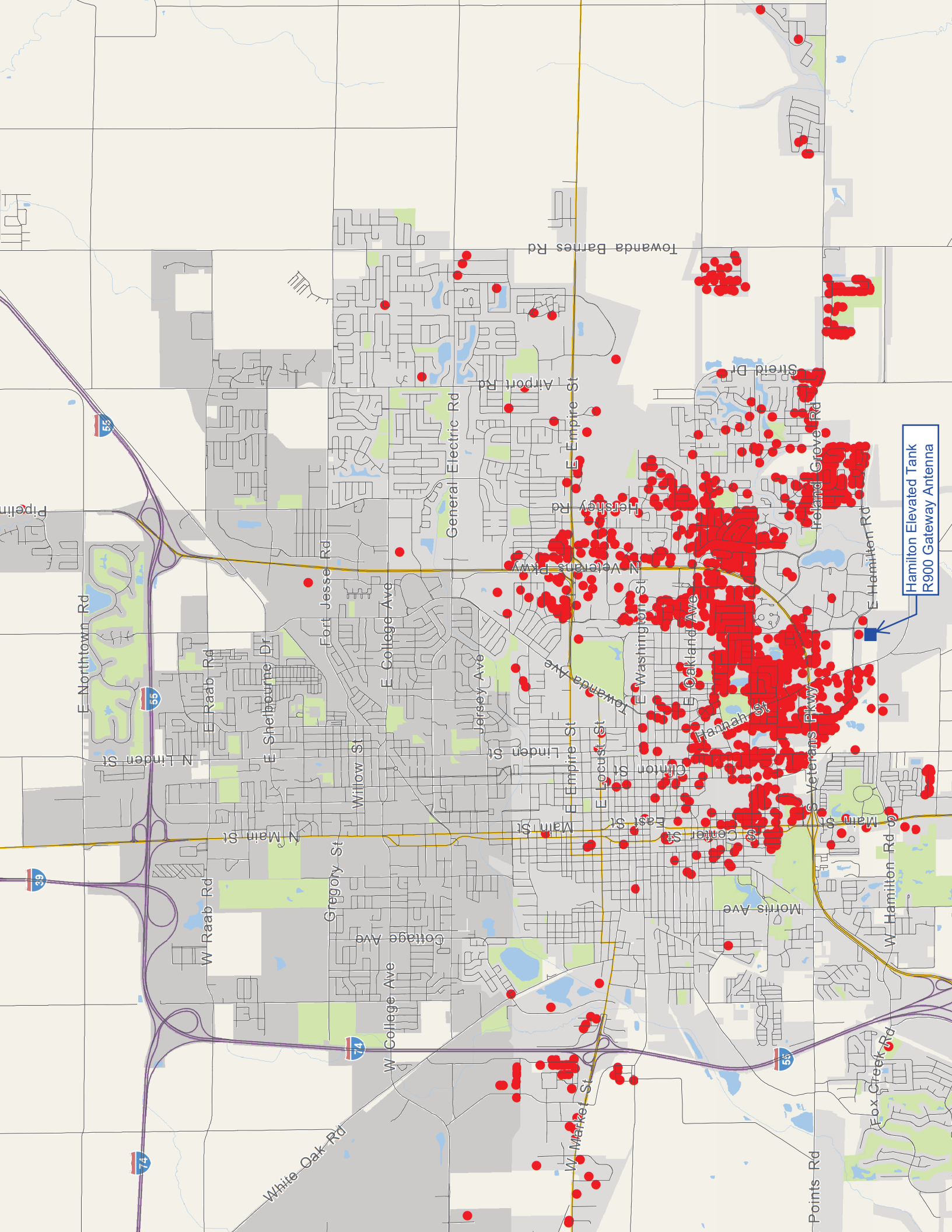

Hamilton Elevated Tank
R900 Gateway Antenna
Towanda Barnes Rd
Airport Rd
General Electric Rd
E Empire St
Hersey Rd
Ireland Grove Rd
E Hamilton Rd
N Veterans Pkwy
E Washington St
E Oakland Ave
Towanda Ave
Hannah St
E Northtown Rd
E Raab Rd
E Shelbourne Dr
Fort Jesse Rd
E College Ave
Jersey Ave
Willow St
N Linden St
E Locust St
Clinton St
East St
Center St
Main St
N Main St
Gregory St
W Raab Rd
Cottage Ave
W College Ave
Morris Ave
W Hamilton Rd
W Market St
White Oak Rd
Fox Creek Rd
Points Rd
55
39
74

CONSENT AGENDA ITEM NO. 7.E

FOR COUNCIL: April 13, 2020

SPONSOR: Public Works Department

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and action to approve the Purchase of three (3) Rotating Assembly Model 81 rebuild kits from Flow-Technics, Inc. of Frankfort, Illinois, as a limited source, to repair the Fort Jesse B Pumps, in the amount of $116,880, as requested by the Public Works Department.

RECOMMENDED MOTION: The proposed Purchase be approved.

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

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

BACKGROUND: Public Works is recommending the approval of the purchase of three Rotating Assembly Model 81 rebuild kits from Flow-Technics, Inc. of Frankfort, Illinois, as a limited source, to repair the Fort Jesse B Pumps, in the amount of $116,880.

Fort Jesse Pump station “B”, 1513 Fort Jesse Rd, was built in 1993. This station supplies water to the Hamilton zone pressure system while helping to fill the Hamilton Elevated Tank.



Figure 1: 1503 Fort Jesse Rd

On February 15, 2018, performance testing was completed for the Fort Jesse "B" pump station, in conjunction with a Water Infrastructure Master Plan to determine the pump efficiency. It was determined that all three pumps have experienced a 20 percent degradation in performance from the factory pump curve. A factory pump curve is a graphical representation of the performance characteristic of a pump that shows the optimal range pumps can be operated. As pumps move outside this range system flow drops, pump power increases, and pump efficiency decreases. For these reasons, it was determined that these pumps need to be rebuilt or replaced.



Figure 2: Fort Jesse "B"

The City currently has seven (7) ITT Allis-Chalmers pumps located at the Ft. Jesse pumping facility that run continuously daily. The City has historically ordered parts from the manufacturer's authorized representative (Flow Technics) to use original manufacturer parts. This benefits the City with compatibility and prior experience with tested parts that were made specifically for the pumps. Flow Technics will make the new rotating elements that will be cast in lead-free bronze, which is very specialized work and only provided by the manufacturer. Flow Technics has always provided prompt, reliable service and is the manufacturer's authorized representative for this area. Therefore, staff is requesting that this purchase be made as a limited source.

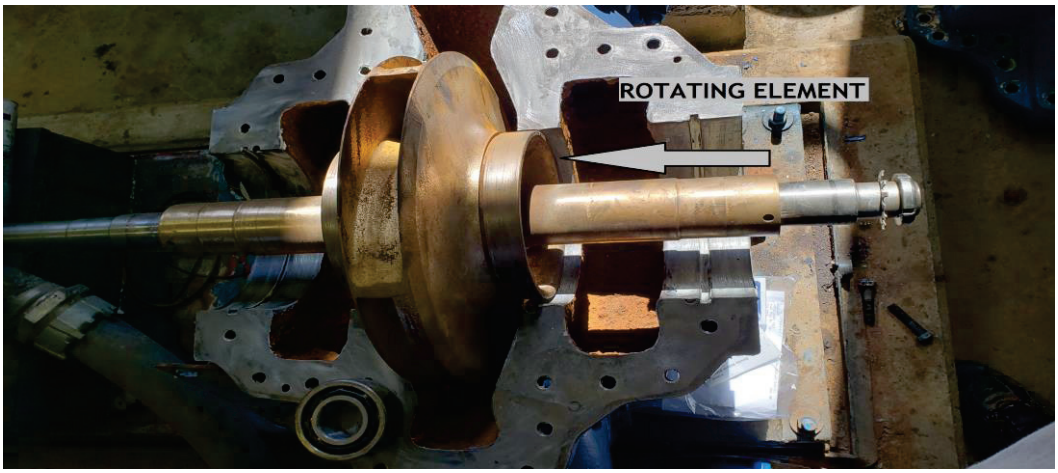


Figure 3: Rotating Element

It was determined that replacement of the three pumps would be $15,720 more expensive than the parts to rebuild the pumps. Replacing the entire pump assembly includes more work than replacing the rotating element assembly via the rebuild kit. To replace the pump, the suction and discharge piping must be disassembled from the pump with a minimum of new bolting and gaskets installed for re-assembly of each flange joint that is disassembled. Once the new pump is bolted in place, a complete re-alignment of the pump and motor must be completed. If the structural base does not need to be replaced as part of pump replacement, the work would take up to four weeks to complete per pump. If the structural base was replaced as part of pump replacement, work could take up to three months per pump. The benefit from replacing the entire pump is minimal, because the rebuild kit includes all the pump components that can wear out as a complete and ready-to-install assembly, bringing this pump back to like new performance condition. The rebuild kit would take approximately one to two days per pump for installation.

Staff is recommending that the rebuild kit be purchased, as these will greatly reduce installation time and essentially bringing the pumps back to like new condition with very little service interruption.

City staff is aware of heightened concerns regarding the current COVID-19 pandemic. However, this project is a priority of the City, and staff is recommending it be approved. The project is a priority, because the condition of Fort Jesse B pumps will continue to degrade if the project is not performed at this time. Delay of the project may cause failure of the pumps and associated unplanned outages, resulting in impacts to system operations.

The Water Fund is an Enterprise Fund that generates fees for funding its operations. Water Fund fees are intended/dedicated solely for the support of water services to the City, including infrastructure expenditures, such as the water treatment plant, water mains, and water meters. The use of fund balance (reserves) is common practice for Enterprise Funds, which oftentimes accumulate fund balance to be used for the execution of larger projects/purchases.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: If approved, $116,800 will be paid of the Water Transmission-Repair/Maintenance Other account (50100120-70540). Stakeholders can locate this in the FY 2020 Budget Book titled “Other Funds & Capital Improvement” on page 116.

COMMUNITY DEVELOPMENT IMPACT: Goal UEW-1. Provide quality public infrastructure within the City to protect public health, safety and the environment, Objective UEW-1.5. Reliable water supply and distribution system that meets the needs of the current and future residents.

Respectfully submitted for Council consideration.

Prepared by: Aaron Kinder, Superintendent of Mechanical Maintenance

Reviewed by:

Kevin Kothe, City Engineer 3/30/2020

Carla Murillo, Procurement Manager 3/30/2020

Chris Tomerlin, Budget Manager 3/31/2020

Jeffrey R. Jurgens, Corporation Counsel 4/3/2020

Tara Henry, Legislative Assistant 4/8/2020

Recommended by:

Tim Gleason, City Manager

Attachments:

- PW 9B Quote_FY20 Ft Jesse B Pump Repair Purchase
- PW 9C LSJF_FY20 Ft Jesse B Pump Repair Purchase 04132020
- PW 9D Limited Source Letter_FY20 Ft Jesse B Pump Repair Purchase 04132020

Quote

FLOW-TECHNICS, INC.

181 Ontario Street
Frankfort, Illinois 60423
Phone (815) 277-2600
Fax (815) 534-5311

Page 1/1
Quote QTE00002207
Date 3/6/2020

Bill To: CITY OF BLOOMINGTON
109 E OLIVE ST.
BLOOMINGTON IL 61701

Ship To: CITY OF BLOOMINGTON
603 W. DIVISION ST.
BLOOMINGTON IL 61701

Purchase Order No.	Customer ID	Salesperson ID	Shipping Method	Payment Terms	Req Ship Date	Master No.
	BLO02	PARTS		NET 30	0/0/0000	8,286

Quantity	Item Number	Description	UOM	Unit Price	Ext. Price
3	ROTATING ASSEMBLY MODEL 81	ROTATING ASSEMBLY MODEL 8100 12X10X14	EA	$38,960.00	$116,880.00

QUOTE VALID FOR THIRTY (30) DAYS
FREIGHT IS PREPAY & ADD

Subtotal	$116,880.00
Misc	$0.00
Tax	$0.00
Freight	$0.00
Total	$116,880.00

City Manager Tim Gleason Approval

Date Signed

DocuSign Envelope ID: F523E3CA-AAC8-4F34-A0D7-CFCC0F7892D2

LIMITED SOURCE JUSTIFICATION

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

SECTION A –LIMITED SOURCE PURCHASE:

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

Vendor Name & #: Flow Technics Inc #4466	Amount: $116,880	Date: 3/17/20

Description of item/services: Purchase of rebuild kits for three (3) Ft. Jesse "B" pumps.

Justification:

The City currently has seven (7) ITT Allis-Chaimers pumps located at the Ft. Jesse pumping facility that run continuously on a daily basis. Overtime, the internal workings/parts wear out. As the internal parts began to wear down, it causes vibration in the pumps, bearings to overheat, diminished efficiency, and can even lead to complete pump failure. Historically, The city has made an effort to order parts from the manufacturer's authorized representative (Flow Technics) in an effort to use original manufacturer parts that benefit the City through compatibility and prior experience with tested parts that were made specifically for the pumps. Pumps two (2) & three (3) have been rebuilt and pump four (4) is in progress. All have new seals, bearings, rings and gaskets from the replacement efforts. The Ft. Jesses "B" pumps have greater degradation and will need new rotating elements in addition to new seals, bearings, rings and gaskets. Flow Technics will make the new rotating elements that will be cast in lead-free bronze which is very specialized work and only provided by the manufacturer. Flow Technics has always provided prompt, reliable service and is the manufacturer's authorized representative for this area. Attached is a letter from ITT stating that Flow Technics is the authorized distributor.

SECTION B - REQUESTER CERTIFICATION: By submitting this request, I attest that the above justification/information is accurate and complete to the best of my knowledge and that I have no personal or business interests relative to this request.

Kevin Kothe Kevin Kothe — 3-19-2020

(Name and Signature of Department Director or Designee) — Date

SECTION C –TO BE COMPLETED BY PROCUREMENT OFFICE:

Based on the information provided in Section A and attached supporting documents,

I concur ☐ / do not concur ☐ (see below) with purchase to be a Limited Source.

Do not concur for the following reason(s):

Carla Murillo — 3/23/2020 | 9:47 AM CDT

Name and Signature of Purchasing Agent or Designee — Date

ITT

Kang S. Choi
Regional Sales Engineer
Municipal Business

Goulds Pumps

502 Greenview Court
Oswego, IL 60543
tel 630 554 4360
fax 630 554 4365
email kang.choi@itt.com

March 5, 2020

To Whom It May Concern:

ITT Corporation, Industrial & BioPharm Group is pleased to confirm that Flow-Technics, Inc. is currently our authorized distributor for all pumps and replacement parts. This includes products marketed under the ITT Goulds brand name for the municipal water and wastewater market, in the states of northern Illinois and northern Indiana.

You may contact Flow-Technics, Inc. at:

Flow-Technics, Inc.
181 Ontario Street
Frankfort, IL 60423
Phone: 815-277-2600
FAX: 815-534-5311
E mail: info@flowtechnics.com

If you require additional information or have any questions regarding this matter, please feel free to contact our office.

Sincerely,

Kang S. Choi
Regional Sales Engineer

CONSENT AGENDA ITEM NO. 7.F

FOR COUNCIL: April 13, 2020

SPONSOR: Public Works Department

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and action to approve the Purchase of Neptune water meters and related accessories from Ferguson Enterprises, as a limited source, for the FY 2021 Water Meter Installation Program, in the amount not to exceed $1,400,000, as requested by the Public Works Department.

RECOMMENDED MOTION: The proposed Purchase be approved.

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

STRATEGIC PLAN SIGNIFICANCE:
-Objective 1a. Budget with adequate resources to support defined services and level of services

BACKGROUND: Public Works is recommending utilizing a limited source justification to purchase Neptune Water Meters and related accessories from Ferguson Enterprises, in the amount not to exceed $1,400,000.

In August, 2019, the Meter Services Section prepared a program evaluation describing the current water meter program and proposed improvements to it. In addition to the current program, the evaluation includes current meter statistics, the American Water Works Association (AWWA) Water Audit process, and meter sizing practices. Staff evaluated the current program and investigated six alternatives to improve the current program.

The operational changes resulting from the chosen option are expected to increase operational efficiency that will allow staff to perform an additional 1,000 meter changeouts per year with the current staffing level. This increases the current 2,500 meter-per-year plan to 3,500 meters per year. The proposed meter program is based on staff input, Neptune's Statistical Evaluation for Enhancement of Revenue (SEER) data, and meter data, gathered annually, using a three-pronged approach, including (1) a 15-year meter change out program, (2) an emphasis on expedited replacement of turbine and compound meters, and (3) meters with lead content between .26 percent and eight percent.

Public Works will use the funding to implement the improved Water Meter Installation Program, which utilizes existing staff to replace approximately 3,500 aged and non-radio meters in the system per year and replace meter measuring elements in large meters. In addition, the program will include the purchase of compound meters, which takes an innovative approach by combining two metering technologies. In this type of meter, a positive displacement chamber measures low flow, while a turbine chamber records high flow. These meters are an ideal choice for facilities that experience rapid and wide

fluctuations in water demand, such as hospitals, universities, residential complexes, manufacturing facilities, or processing facilities. The increase in funding when compared to FY 2020 is due to an increase in pricing and the number of meter changeouts that will be completed in FY 2021.

Water metering technology varies greatly from one manufacturer to another as different technology and proprietary components are used, particularly in the areas of communication of meter reading information. At this point, the reading equipment and interactivity with the utility billing software makes it extremely difficult and cost-prohibitive to invest in more than one type of meter. Simply put, different brands of water meters do not communicate well, if at all, with one another. Therefore, many utilities have settled upon a particular brand of meter and negotiated the price of the water meters and the related accessories. City Council action on February 28, 2005 (Resolution 2005-33), specifically identified Neptune as the manufacturer of water meters to be used by the City. The City cannot competitively bid water meters of different brands and integrate them into the existing system. Ferguson Waterworks is the only distributor of Neptune products in this region (please see attached limited source letter). The Water Division compared prices from FY 2020 and FY 2021 and found the average increase for meters from Ferguson Enterprises is 2.35% for FY 2021. See attached for additional information related to item price increases.

City staff is aware of heightened concerns regarding the current COVID-19 pandemic. However, this project is a priority of the City, and staff is recommending it be approved. The purchase is a priority, because replacement water meters are necessary to continue the annual water meter replacement program, which ensures meters are reading accurately allowing the collection of an accurate amount of consumption-based revenue.

The Water Fund is an Enterprise Fund that generates fees for funding its operations. Water Fund fees are intended/dedicated solely for the support of water services to the City, including infrastructure expenditures, such as the water treatment plant, water mains, and water meters. The use of fund balance (reserves) is common practice for Enterprise Funds, which oftentimes accumulate fund balance to be used for the execution of larger projects/purchases.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: If approved, up to $1,400,000 will be spent on meters in FY 2021. Funds totaling $1,500,000 are included in the FY 2021 Proposed Budget under Water Meter Services–Meters account (50100150-71730). Stakeholder can locate this in the FY 2021 Proposed Budget Book titled “Other Funds & Capital Improvement” on page 90.

COMMUNITY DEVELOPMENT IMPACT: Goal UEW-1. Provide quality public infrastructure within the City to protect public health, safety, and the environment, Objective UEW-1.5. Reliable water supply and distribution system that meets the needs of the current and future residents.

Respectfully submitted for Council consideration.

Prepared by: Nick O'Donoghue, Superintendent of Meter Services

Reviewed by:

Kevin Kothe, City Engineer 3/30/2020

Carla Murillo, Procurement Manager 3/31/2020

Chris Tomerlin, Budget Manager 3/31/2020

Jeffrey R. Jurgens, Corporation Counsel 4/3/2020

Tara Henry, Legislative Assistant 4/9/2020

Recommended by:

Tim Gleason, City Manager

Attachments:

- PW 4B LSJF Neptune Water Meters Ferguson 1741
- PW 4C Limited Source_FY21 Water Meter Installation Program Purchase 04132020
- PW 4D Price List_ FY21 Water Meter Installation Program Purchase 04132020
- PW 4E Price Changes_FY21 Water Meter Installation Program Purchase 04132020

LIMITED SOURCE JUSTIFICATION

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

SECTION A –LIMITED SOURCE PURCHASE:

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

Vendor Name & #: Ferguson Enterprises #1227	Amount: $1,400,000.00	Date: 3/27/2020

Description of item/services:

Purchase of Neptune Water Meters and Related Accessories

Justification: Water metering technology varies greatly from one manufacturer to another as different technology and proprietary components are used, particularly in the areas of communication of meter reading information. Therefore, the City cannot competitively bid water meters and associated accessories of different brands and integrate them into the existing system.

The City embraced the emerging technology of radio frequency (RF) transmitting data collectors on water meters through City Council action, Resolution 2005-33, on February 28, 2005, specifically identifying Neptune as the manufacturer of water meters to be used by the City. The Water Division of the Public Works Department has been installing RF transmitting data collectors on its water meters since that time and is approximately 99% deployed.

Ferguson Waterworks is the sole authorized distributor in Northern Illinois for Neptune R900 Gateway Antennas, RF meter reading equipment, water meters, meter interface units, and parts.

SECTION B - REQUESTER CERTIFICATION: By submitting this request, I attest that the above justification/information is accurate and complete to the best of my knowledge and that I have no personal or business interests relative to this request.

Kevin Kothe Kevin Kothe 3/31/2020

(Name and Signature of Department Director or Designee) Date

SECTION C –TO BE COMPLETED BY PROCUREMENT OFFICE:

Based on the information provided in Section A and attached supporting documents,
I concur [X] / do not concur [ ] (see below) with purchase to be a Limited Source.
Do not concur for the following reason(s):

Name and Signature of Purchasing Agent or Designee 3/31/2020

Date

NEPTUNE
TECHNOLOGY GROUP

March 12, 2020

Nick O'Donoghue

City of Bloomington
603 West Division St.
Bloomington, IL 61701

Ferguson Waterworks is the sole authorized distributor in Northern Illinois for Neptune RF meter reading equipment, Neptune water meters, Meter Interface Units and parts.

Ferguson is authorized by Neptune to submit an offer for Neptune water meters and related products.

Thank you for your interest in Neptune products. If you have any questions, please contact your local Ferguson representative T. J. Rodebaugh at 815-341-4772, your local Neptune representative Pat Prasifka, at 334-391-6128, or Neptune's bid department at 334-283-6555.

Sincerely,

[redacted]

Lawrence M. Russo
VP, Finance

LMR/jsk

1600 Alabama
Highway 229
Tallassee, AL 36078

800-633-8754
neptunetg.com

FERGUSON WATERWORKS #2521
1720 STATE ST
DEKALB, IL 60115-2617

Phone: 815-756-2800
Fax: 815-756-2877

Deliver To:
From: Tj Rodebaugh
Comments:

FERGUSON WATERWORKS #2516
Price Quotation
Phone: 815-756-2800
Fax: 815-756-2877

Bid No: B134009
Bid Date: 03/10/20
Quoted By: CAR

Cust Phone: 309-434-2334
Terms: NET 10TH PROX

Customer:
CITY OF BLOOMINGTON
METERS
WATER DEPARTMENT
603 W DIVISION ST
BLOOMINGTON, IL 61701

Ship To:
CITY OF BLOOMINGTON
METERS
WATER DEPARTMENT
603 W DIVISION ST
BLOOMINGTON, IL 61701

Cust PO#:

Job Name: UPDATED 2020 PRICING

Item	Description	Quantity	Net Price	UM	Total
	T10 METERS INSIDE SET				

NED2A11RPDF11	LF 5/8 T10 MTR P/C R900I CF	1	239.350	EA	239.35
NED2B11RPDF11	LF 5/8X3/4 T10 MTR P/C R900I CF	1	239.350	EA	239.35
NED2C11RPDF11	LF 3/4 T10 MTR P/C R900I CF	1	309.640	EA	309.64
NED2D11RPDF11	LF 3/4 SL T10 MTR P/C R900I CF	1	309.640	EA	309.64
NED2F11RPDF11	LF 1 T10 MTR P/C R900I CF	1	388.570	EA	388.57
NED2H11RPDF11	LF 1-1/2 T10 MTR P/C R900I CF	1	767.480	EA	767.48
NED2J11RPDF11	LF 2 T10 MTR P/C R900I CF	1	928.460	EA	928.46
	COMPOUNDS				

NEC2ARPWF11	2 T/F CMPD MTR P/C R900I V4 CF PIT	1	2064.530	EA	2064.53
NEC3BRPWF11	3 T/F CMPD MTR P/C R900I V4 CF PIT	1	3300.870	EA	3300.87
NEC3CRPWF11	4 T/F CMPD MTR P/C R900I V4 CF PIT	1	4200.000	EA	4200.00
NEC3DRPWF11	6 T/F CMPD MTR P/C R900I V4 CF PIT	1	6226.770	EA	6226.77
	TURBINE				

NET4ARPWF11	2 HP TURB MTR P/C R900I V4 CF PIT	1	996.750	EA	996.75
NET4BRPWF11	3 HP TURB MTR P/C R900I V4 CF PIT	1	1666.670	EA	1666.67
NET4CRPWF11	4 HP TURB MTR P/C R900I V4 CF PIT	1	1881.300	EA	1881.30
	REGISTERS T/T PIT				

NRPW3F21	REG 3 T/T P/C R900I CF PIT	1	219.700	EA	219.70
NRPW3F31	REG 4 T/T P/C R900I CF PIT	1	219.700	EA	219.70
NRPW3F41	REG 6 T/T P/C R900I CF PIT	1	219.700	EA	219.70
	REGISTERS HPT PIT				

NRPW5F11	REG 2 HPT P/C R900I V4 CF PIT	1	219.700	EA	219.70
NRPW5F31	REG 4 HPT P/C R900I V4 CF PIT	1	219.700	EA	219.70
	REGISTERS INSIDE SET				

NRPD2F11	REG 5/8 T10 P/C R900I CF	1	205.170	EA	205.17
NRPD2F21	REG 3/4 T10 P/C R900I CF INSIDE	1	205.170	EA	205.17
NRPD2F31	REG 1 T10 P/C R900I CF INSIDE	1	205.170	EA	205.17
NRPD2F41	REG 1-1/2 T10 P/C R900I CF INSIDE	1	205.170	EA	205.17
	REGISTERS PIT				

HOW ARE WE DOING? WE WANT YOUR FEEDBACK!
Scan the QR code or use the link below to
complete a survey about your bids:
https://survey.medallia.com/?bidsorder&fc=2521&on=4931

FERGUSON WATERWORKS

FERGUSON WATERWORKS #2516
Price Quotation

Fax: 815-756-2877

23:39:55 MAR 11 2020
Reference No: B134009

Item	Description	Quantity	Net Price	UM	Total

NRPW2F11	REG P/C R900I V4 CF 5/8 T10 PIT	1	219.700	EA	219.70
NRPW2F21	REG P/C R900I V4 CF 3/4 T10 PIT	1	219.700	EA	219.70
NRPW2F31	REG P/C R900I V4 CF 1 T10 PIT	1	219.700	EA	219.70
NRPW2F41	REG P/C R900I V4 CF 1-1/2 T10 PIT	1	219.700	EA	219.70
NRPW2F51	REG P/C R900I V4 CF 2 T10 PIT	1	219.700	EA	219.70
NRPW2F41	REG P/C R900I V4 CF 1-1/2 T10 PIT MACH10	1	219.700	EA	219.70

NEU1F2F1	1 MACH10 R900I CF *X	1	435.450	EA	435.45
NEU2A2F1	1-1/2 MACH10 R00I CF 13LL *X	1	905.980	EA	905.98
NEU2F2F1	2 MACH10 R900I CF 10 LL *X PROTECTUS SS	1	1076.920	EA	1076.92

NEP7C1RPWF11	4 SS PROTECTUS P/C R900I CF T10 BYP	1	9881.510	EA	9881.51
NEP7D1RPWF11	6 SS PROTECTUS P/C R900I CF T10 BYP	1	13760.790	EA	13760.79

N53120000	LF 2 FLG BRZ STRN F/ MTR	1	575.650	EA	575.65
N13302100	R900 BELT CLIP TRANSCEIVER V3	1	2992.130	EA	2992.13

Net Total:	$56385.19
Tax:	$0.00
Freight:	$0.00
Total:	$56385.19

Quoted prices are based upon receipt of the total quantity for immediate shipment (48 hours). SHIPMENTS BEYOND 48 HOURS SHALL BE AT THE PRICE IN EFFECT AT TIME OF SHIPMENT UNLESS NOTED OTHERWISE. QUOTES FOR PRODUCTS SHIPPED FOR RESALE ARE NOT FIRM UNLESS NOTED OTHERWISE.

CONTACT YOUR SALES REPRESENTATIVE IMMEDIATELY FOR ASSISTANCE WITH DBE/MBE/WBE/SMALL BUSINESS REQUIREMENTS.

Seller not responsible for delays, lack of product or increase of pricing due to causes beyond our control, and/or based upon Local, State and Federal laws governing type of products that can be sold or put into commerce. This Quote is offered contingent upon the Buyer's acceptance of Seller's terms and conditions, which are incorporated by reference and found either following this document, or on the web at https://www.ferguson.com/content/website-info/terms-of-sale
Govt Buyers: All items are open market unless noted otherwise.

LEAD LAW WARNING: It is illegal to install products that are not "lead free" in accordance with US Federal or other applicable law in potable water systems anticipated for human consumption. Products with *NP in the description are NOT lead free and can only be installed in non-potable applications. Buyer is solely responsible for product selection.

_____ _____

Signature approval by Tim Gleason, City Manager Date

HOW ARE WE DOING? WE WANT YOUR FEEDBACK!
Scan the QR code or use the link below to complete a survey about your bids:
https://survey.medallia.com/?bidsorder&fc=2521&on=4931

	FERGUSON WATERWORKS TOP 10 MOST PURCHASED ITEMS AS OF 4/13/20			
	ITEM NAME	**FY20**	**FY21**	**% CHANGE**
	LF 5/8 T10 MTR V4 R900I CF	$239.50	$239.35	-0.06%
	REG 5/8 T10 V4 R900I CF INSIDE	$205.17	$239.35	16.66%
	LF 3/4 T10 MTR V4 R900I CF	$309.64	$309.64	0.00%
	REG 3/4 T10 V4 R900I CF INSIDE	$205.17	$205.17	0.00%
	2 HP T/F CMPD MTR V4 R900I CF PIT	$2,064.53	$2,064.53	0.00%
	LF 1 T10 MTR V4 R900I CF	$388.57	$388.57	0.00%
	REG 1 T10 V4 R900I CF INSIDE	$205.17	$205.17	0.00%
	3 HP T/F CMPD MTR V4 R900I CF PIT	$3,137.19	$3,300.87	5.22%
	4 HP T/F CMPD MTR V4 R900I CF PIT	$3,991.74	$4,200.00	5.22%
	6 HP T/F CMPD MTR V4 R900I CF PIT	$6,535.34	$6,535.34	0.00%

CONSENT AGENDA ITEM NO. 7.G

FOR COUNCIL: April 13, 2020

SPONSOR: Public Works Department

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and action to approve an Agreement to Purchase fifty-four (54) months of Routeware Premium solid waste route optimization software with hardware and software support from Routeware, Inc., as requested by the Public Works Department.

RECOMMENDED MOTION: The proposed Agreement and Purchase 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 the purchase of fifty-four (54) months of Routeware Premium solid waste route optimization software with hardware and software support, from Routeware, Inc., in the amount of $20,400 for the remainder of FY 2020 (November 2019 through April 2020), with increasing amounts each fiscal year.

Council approved using Routeware Premium on October 22, 2018. The original purchase, acquired through a joint purchasing contract, was for one year, beginning November 1, 2018 and ending October 30, 2019. In order to continue to use Routeware, staff recommends the 54-month purchase of Routeware, retroactively beginning November 1, 2019, and ending April 30, 2024. Staff recommends utilizing a limited source justification as the software has improved efficiency and cost effectiveness. Purchases going forward will be obtained directly from the vendor and not through a joint purchasing contract. The 54-month period brings the purchase in line with fiscal years, rather than calendar years, to make payments easier to administer. The budget in the future years will be allocated as needed to continue purchasing Routeware. The costs for each remaining fiscal year are as follows:

Fiscal Year	Amount
FY2020-6 Months	$20,400
FY 2021	$42,810
FY 2022	$44,184
FY 2023	$45,588
FY 2024	$46,956

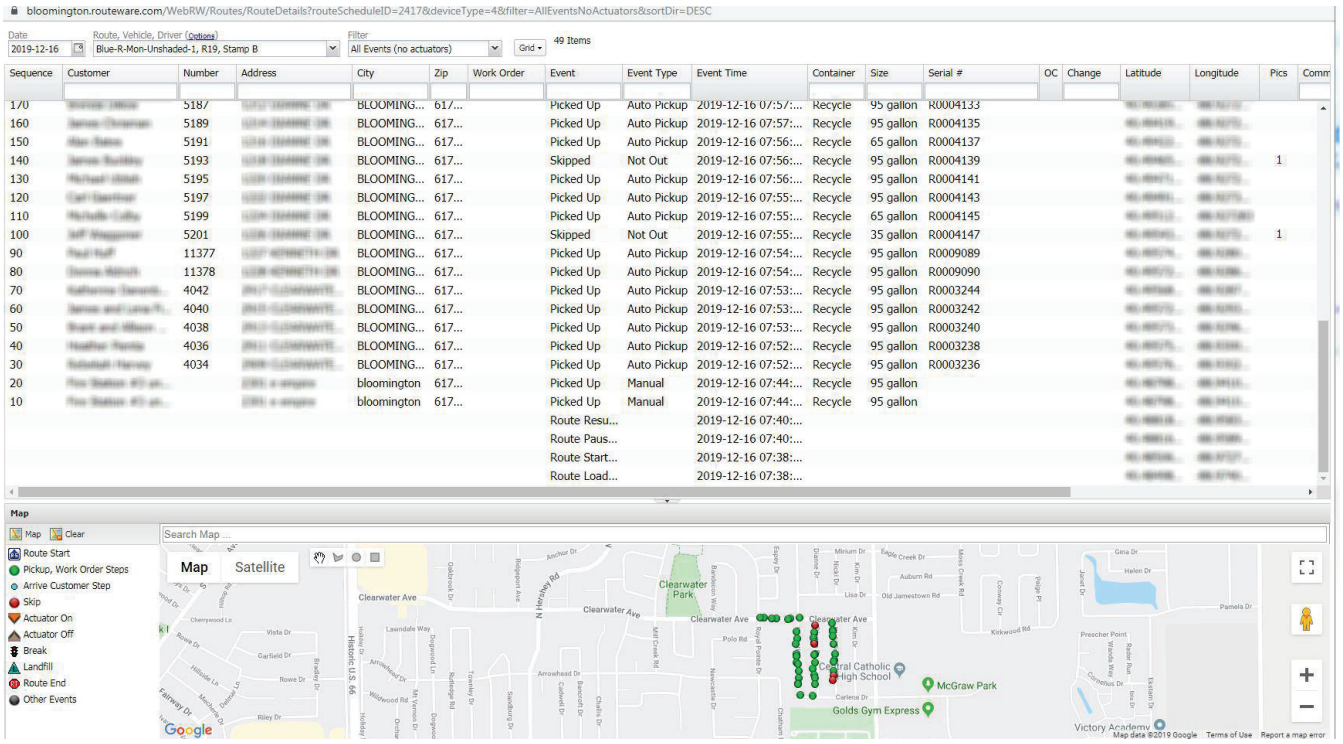
Prior to Council consideration of Routeware in October 2018, City staff identified top producers of solid waste route optimization software and identified Routeware Premium and the compatible hardware from Routeware, Inc. as the software and hardware that will most directly meet the needs of the City. Public Works intends to continue using the software for

an extended period of time, and, since the hardware and software are already implemented, staff recommends continuing with the current vendor rather than switching to a new vendor. While some of the hardware may be compatible with other vendors, it was specifically installed to follow Routeware's specifications. Switching to another vendor may create additional expenses.

The Solid Waste Section began using Routeware Premium on 13 automated refuse trucks in early 2019. The combination of hardware, software, and support services enable management, crews, and office staff to view and monitor routes, photos and videos of each solid waste pickup, and other pieces of information to improve efficiency and cost-effectiveness.

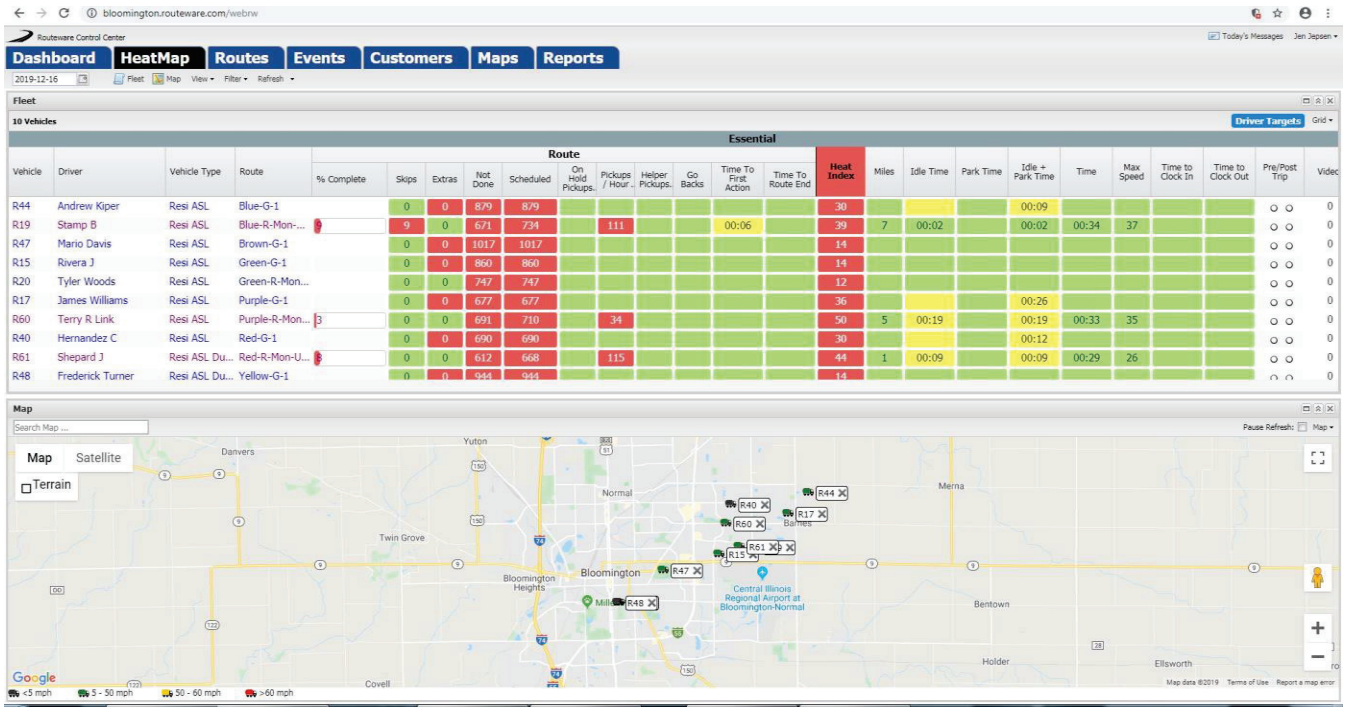
Oftentimes, Solid Waste Program users call the office to report that a crew missed picking up their solid waste. Without videos, photos, or other information, it's difficult for office staff to determine whether a crew missed a pickup or whether the program user placed the solid waste on the curb after a crew passed their property. Routeware promotes accountability among crews and program users and ensure improved customer service. Routeware's picture service documents safety issues and events that are normally challenged by customers like skips (container blocked or not out), and charges for extra services, such as bulk waste.

Crews are also able to view routes and other information shown on the mounted tablet. One example of the usefulness of Routeware is that crews are able to more easily cover unfamiliar routes if the section is short-staffed. A screenshot of the route view is below. Management is able to view routes and reports in order to find additional ways to improve routes and schedules.



In addition, management and office staff are able to view a live location of each solid waste truck, the name of the driver, what route the drive of that truck is driving, how many stops the driver has completed, and other important data such as miles driven, idle time, pickups

scheduled, and route completion. This information improves customer service by allowing quicker response times to customer concerns.



City staff is aware of heightened concerns regarding the current COVID-19 pandemic. However, this expenditure is necessary, because it will continue the City's agreement with Routeware for its hardware, software, and support that enable management, crews, and office staff to view and monitor routes, photos and videos of each solid waste pickup, and other pieces of information to improve efficiency and cost-effectiveness (new driver efficiency, improved routing and scheduling, etc.).

The Solid Waste Fund is an Enterprise Fund that generates fees for funding its operations. Solid Waste Fund fees are intended/dedicated solely for the support of solid waste services to the City, including collecting and disposing of garbage, recycling, bulk waste, and brush. The use of fund balance (reserves) is common practice for Enterprise Funds, which oftentimes accumulate fund balance to be used for the execution of larger purchases.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

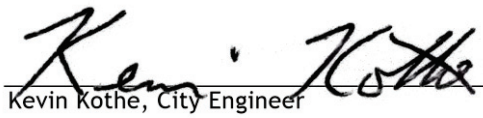
FINANCIAL IMPACT: Funds for the remainder of FY 2020 totaling $20,400 are included in the Solid Waste-Other Purchased Service account (54404400-70690). Stakeholders can locate this in the FY 2020 Budget Book titled "Other Funds & Capital Improvement" on page 146. The budget for FY 2021-FY 2024 will be included by Public Works in those years Proposed Budgets.

COMMUNITY DEVELOPMENT IMPACT: Goal NE-5. Provide more efficient and sustainable municipal solid waste management, Objective NE-5.2. Continue to address solid waste issues at the regional level.

Respectfully submitted for Council consideration.

Prepared by: Michael Hill, Management Analyst

Reviewed by:



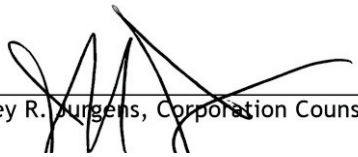
Kevin Kothe, City Engineer 2/25/2020



Carla Murillo, Procurement Manager 2/26/2020



Chris Tomerlin, Budget Manager 2/26/2020

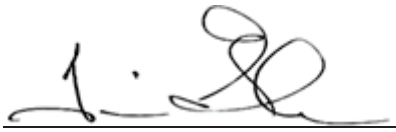


Jeffrey R. Jurgens, Corporation Counsel 4/6/2020



Tara Henry, Legislative Assistant 4/7/2020

Recommended by:



Tim Gleason, City Manager

Attachments:

- PW 13B Routeware Agreement and Proposal 3069-R2 for City of Bloomington IL
- PW 13C Limited Source Justification_Routeware Purchase 04132020



ROUTEWARE®

Proposal for City of Bloomington, IL

Prepared by Dan Cunnane
dcunnane@routeware.com | (503)906-8530

www.routeware.com

Sales Contact: Dan Cunnane
Phone: (503) 906-8530
Email: dcunnane@routeware.com

Date: March 25, 2020
Order Expires: April 24, 2020

Order # 3069-R1

Statement of Confidentiality & Non-Disclosure

This document contains proprietary and confidential information. All information and data submitted to City of Bloomington, IL is provided in reliance upon its consent not to use or disclose any information contained herein except in the context of its business dealings with Routeware, Inc. The recipient of this document agrees to inform present and future employees of City of Bloomington, IL who view or have access to its content of its confidential nature.

The recipient agrees to instruct each employee that they must not disclose any information concerning this document to others except to the extent that such information is generally known to, and is available for use by, the public. The recipient also agrees not to duplicate or distribute or permit others to duplicate or distribute any material contained herein without Routeware, Inc.'s express written consent.

Routeware retains all title, ownership and intellectual property rights to the material and trademarks contained herein, including all supporting documentation, files, marketing materials, and multi-media.

BY ACCEPTANCE OF THIS DOCUMENT THE RECIPIENT AGREES TO BE BOUND BY THE AFOREMENTIONED STATEMENT.

Routeware acknowledges and understands that Customer, City of Bloomington, IL, being a municipality is subject to the Freedom of Information Act (FOIA).

ROUTEWARE®

Sales Contact: Dan Cunnane
Phone: (503) 906-8530
Email: dcunnane@routeware.com

Date: March 25, 2020
Order Expires: April 24, 2020

Order # 3069-R1

Customer:
City of Bloomington, IL
401 S E Street
Bloomington, IL 61701

Contact: *Ben Ryburn*
Phone: *(309) 434-2388*
Email: *bryburn@cityblm.org*

Ship to: **City of Bloomington, IL**
401 S E Street
Bloomington, IL 61701

SUPPORT PERIOD: 11/1/2019 – 12/31/2019

ITEM #	DESCRIPTION	QTY	UNIT PRICE	MONTHLY
SW Hosting - RCC	Cloud Hosting	1	$595.00	$595.00
Subscription Fee	Monthly Service Fee	13	$185.00	$2,405.00
SW System Fee - Camera	Camera System Fee	13	$5.00	$65.00
			Monthly Support Total:	**$3,065.00**

SUPPORT PERIOD: 1/1/2020 – 4/30/2020

ITEM #	DESCRIPTION	QTY	UNIT PRICE	MONTHLY
SW Hosting - RCC	Cloud Hosting	1	$618.00	$618.00
Subscription Fee	Monthly Service Fee	13	$192.00	$2,496.00
SW System Fee - Camera	Camera System Fee	13	$6.50	$84.50
Support - RM	RouteMaker Support - Annual	1	$820.00	$205.00
Support - INTF	Interface Support - Annual	1	$656.00	$164.00
			Monthly Support Total:	**$3,567.50**

SUPPORT PERIOD: 5/1/2020 – 4/30/2021

ITEM #	DESCRIPTION	QTY	UNIT PRICE	MONTHLY
SW Hosting - RCC	Cloud Hosting	1	$618.00	$618.00
Subscription Fee	Monthly Service Fee	13	$192.00	$2,496.00
SW System Fee - Camera	Camera System Fee	13	$6.50	$84.50
Support - RM	RouteMaker Support - Annual	1	$2,460.00	$205.00
Support - INTF	Interface Support - Annual	1	$1,968.00	$164.00
			Monthly Support Total:	**$3,567.50**

16525 SW 72nd Ave. Portland, OR 97224 • Office: 503.906.8500 • Fax: 503.906.8544

Sales Contact: Dan Cunnane
Phone: (503) 906-8530
Email: dcunnane@routeware.com

Date: March 25, 2020
Order Expires: April 24, 2020

Order # 3069-R1

SUPPORT PERIOD: 5/1/2021 – 4/30/2022

ITEM #	DESCRIPTION	QTY	UNIT PRICE	MONTHLY
SW Hosting - RCC	Cloud Hosting	1	$637.00	$637.00
Subscription Fee	Monthly Service Fee	13	$198.00	$2,574.00
SW System Fee - Camera	Camera System Fee	13	$7.00	$91.00
Support - RM	RouteMaker Support - Annual	1	$2,532.00	$211.00
Support - INTF	Interface Support - Annual	1	$2,028.00	$169.00
			Monthly Support Total:	**$3,682.00**

SUPPORT PERIOD: 5/1/2022 – 4/30/2023

ITEM #	DESCRIPTION	QTY	UNIT PRICE	MONTHLY
SW Hosting - RCC	Cloud Hosting	1	$656.00	$656.00
Subscription Fee	Monthly Service Fee	13	$204.00	$2,652.00
SW System Fee - Camera	Camera System Fee	13	$7.50	$97.50
Support - RM	RouteMaker Support - Annual	1	$2,604.00	$217.00
Support - INTF	Interface Support - Annual	1	$2,088.00	$174.00
			Monthly Support Total:	**$3,796.50**

SUPPORT PERIOD: 5/1/2023 – 4/30/2024

ITEM #	DESCRIPTION	QTY	UNIT PRICE	MONTHLY
SW Hosting - RCC	Cloud Hosting	1	$676.00	$676.00
Subscription Fee	Monthly Service Fee	13	$210.00	$2,730.00
SW System Fee - Camera	Camera System Fee	13	$8.00	$104.00
Support - RM	RouteMaker Support - Annual	1	$2,688.00	$224.00
Support - INTF	Interface Support - Annual	1	$2,148.00	$179.00
			Monthly Support Total:	**$3,913.00**

Payment Terms:
Monthly Fees: Due annually in advance per support plan terms and conditions

Effective Date: 11/1/2019

Acceptance of this contract supersedes previous pricing agreements with the Customer.

The City will not be liable for late charges incurred between 11/1/2019 – 3/16/2020.

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Order # 3069-R1

Monthly Fees include the following:

1. CPU support
2. Monitor support
3. Camera support
4. Modem support
5. Cabling support
6. One-year warranty on hardware
7. Troubleshooting software in the vehicle
8. Troubleshooting the back-office server
9. Routinely updating software in the vehicle with patches and fixes
10. Routinely updating software on the server with patches and fixes
11. Troubleshooting and monitoring the cellular network
12. Providing new functionality to vehicle software at no additional cost
13. Providing new functionality to back office software at no additional cost
14. Providing phone support
15. Imaging hardware with software
16. Performing hardware warranty work (for hardware purchased from Routeware)
17. Years of continuing research on the type of hardware that customers should purchase
18. Supporting and troubleshooting the RMS/billing interface
19. Consulting about best practices in waste fleet automation

This Order and all products and services herein are subject to and limited to the terms and conditions contained in Routeware's Master Terms attached hereto. Any purchase orders issued in response to this Order, will be deemed acceptance of such terms and any acknowledgement Routeware issues is expressly conditioned on such acceptance.

Order commitment is for 52 months of service.

If Customer has agreed to a long-term support plan, the rate and terms of that plan will be effective for all purchases on this Order. Prices are exclusive of any federal, state, or local taxes. The customer is responsible for all federal, state, and local taxes.

If route sequencing by Routeware is a requirement, additional professional services fees may apply.

On-Board Computer software is sold as a perpetual license, allowing the license to be activated on replacement hardware. Any lapse in support voids perpetual license.

Pricing does not include freight cost or travel expenses, which will be invoiced as they are incurred.

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Sales Contact: Dan Cunnane
Phone: (503) 906-8530
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Date: March 25, 2020
Order Expires: April 24, 2020

Order # 3069-R1

I authorize this purchase subject to the terms and conditions of the Master Terms.

City of Bloomington, IL

Signature	Title
Name (Printed)	Date

Routeware, Inc.

[redacted]

Signature	**CEO** Title
Thomas Malone Name (Printed)	04-01-2020 Date

16525 SW 72nd Ave. Portland, OR 97224 • Office: 503.906.8500 • Fax: 503.906.8544

ROUTEWARE MASTER SALES AND LICENSE AGREEMENT

This document lists the terms and conditions under which Routeware, Inc., a Delaware corporation with offices located at 16525 SW 72nd Avenue, Portland, OR 97224 ("Routeware"), is willing to sell products and services to the entity listed in an Order Form issued by Routeware ("Customer"). Together with an Order signed by Customer, these terms and conditions form a "Master Agreement" with respect to the Products and Services listed in the Order. The signing of an Order or issuance of a Purchase Order by the Customer and/or use of Services, having had the opportunity to read these terms and conditions, shall be deemed conclusive evidence of the Customer's acceptance of the terms of the Master Agreement.

TERMS AND CONDITIONS

1. GENERAL ORDERING PROCESS

1.1 Ordering. From time to time, Routeware may sell to Customer hardware products (including all on-board computers and peripheral devices, such as the RCore devices) ("Hardware") and software products ("Software") (together, "Products"), and related Support (as defined in Section 2) and/or other installation, support, consulting, software development, or disaster recovery services (collectively, "Services"), all pursuant to an authorized order form issued by Routeware that is signed by Customer (an "Order"). Together, an Order and these terms and conditions form a "Master Agreement", hereinafter "Agreement", between Routeware and Customer regarding the Products and Services subject to the Order.

1.2 Delivery. Routeware will use reasonable efforts to meet the delivery dates for Products and Services that are specified in an Order. All Product shipments are delivered F.O.B. Routeware's facility, with title and risk of loss passing at that time. All Products are deemed accepted upon delivery after inspection by Customer for fitness. Reasonable delivery delay or default of any installment shall not relieve the Customer of its obligation to pay for services provided by Routeware or accept remaining deliveries of product.

1.3 Payment Terms. Each Order sets forth the amounts due for all Products and Services that it covers (the "Fees"). Unless otherwise stated in an Order, Customer will pay all invoiced Fees in United States Dollars within thirty (30) days following invoice date. Any Fee not paid when due will bear a late payment charge of 1.5% per month compounded daily from the due date until the date paid, or such lower rate as allowed by applicable law. All Fees are non-refundable. Routeware may, at its option, delay the delivery of Products and/or suspend Services and Support until all overdue Fees and late charges have been paid in full. If Routeware permits delayed payment or otherwise finances any purchases of Products by Customer, (a) Customer grants to Routeware a first priority, purchase money security interest in such Products as collateral until payment is made in full, (b) Routeware will enjoy all rights and remedies available to it with respect to such collateral under applicable law, (c) Customer will take all steps reasonably requested by Routeware to facilitate such security interest, and (d) Customer will not transfer nor permit any other security interests or liens to be applied to such Products until payment is made in full. Customer is responsible for all applicable taxes.

2. SOFTWARE LICENSES; SUPPORT

2.1 Truckware License. "Truckware" means all Software that is pre-loaded and operates on the hardware that is integrated into the Customer's vehicle fleet, whether sold by Routeware or certified and approved by Routeware in writing. Subject to the provisions of the Agreement and subject to Customer continuing to maintain Support per Section 2.3, Routeware grants a limited, non-transferrable, perpetual license to Customer to operate the Truckware on the specific hardware product on which it was originally loaded (whether sold by Routeware or certified and approved by Routeware), in accordance with the user guides, specifications, and other documentation provided by Routeware for that Truckware (the "Documentation"), and up to the number of trucks authorized on the Order provided that Customer maintains a current support plan. Under no circumstances may Customer load Truckware on hardware (including computers and peripherals) that is not sold or certified and approved by Routeware.

2.2 Officeware License. "Officeware" means all Routeware-supplied, server-based Software that is provided to Customer for installation and use for reporting, status checking, alert management, dispatching, and other purposes either locally or remotely. Subject to the provisions of the Agreement, Routeware grants a limited, non-transferrable license during the License Period to Customer to install a single instance of the server version of Officeware on a networked server and to allow up to ten (10) users to use the client version of Officeware, all in accordance with its respective Documentation. The Officeware license will continue in force for the period listed on the applicable Order, or if no such period is stated, for automatically renewing periods of one (1) year started from the Order date (in either case, the "License Period"), subject to either party electing against renewal by notifying the other party in writing at least thirty (30) days prior to the end of the then-current License Period.

2.3 Support. All support services for Software listed in an Order are further subject to the terms and conditions listed under Support Plans Terms & Conditions attached hereto.

2.4 Restrictions; Reservation of Rights. Customer agrees not to (and to not enable any third party to): (a) reverse engineer or otherwise attempt to discover the source code of or trade secrets embodied in the Software (except to the extent required by law or as necessary for interoperability purposes as required under terms and conditions required by the providers of Third-Party Products); (b) distribute, transfer, grant sublicenses to, or otherwise make available the Software or Documentation to third parties, including making the Software or Documentation available (i) through resellers or other distributors, or (ii) as an application service provider, service bureau, or rental source; (c) embed or incorporate in any manner all or part of the Software into other applications of Customer or third parties other than as authorized in applicable Documentation; (d) create modifications to or derivative works of the Software; (e) reproduce the Software (except that Customer may make up to two archival copies of the Officeware solely for backup purposes); (f) attempt to modify, alter, or circumvent any license control and protection mechanisms within the Software; (g) use or transmit the Software in violation of any applicable law, rule or regulation, including any export/import laws; and (h) remove, obscure or alter any copyright notices or any name, trademark, service mark, tagline, hyperlink or other designation included on any display screen within the Software. All Software is a "commercial item," as that term is defined at 48 C.F.R. 2.101 (OCT 1995), and more specifically is "commercial computer software" and "commercial computer software documentation," as such terms are used in 48 C.F.R. 12.212 (SEPT 1995). Consistent with 48 C.F.R. 12.212 and 48 C.F.R. 227.7202-1 through 227.7202-4 (JUNE 1995), Software is provided to U.S. Government End Users (i) only as a commercial end item and (ii) with only those rights as are granted to all other end users pursuant to the terms and conditions herein. Other than as stated in this Agreement, Routeware grants Customer no other right, title or interest in any Software.

3. CLOUD HOSTING. All cloud hosting services are subject to the terms and conditions listed under the Cloud Hosting Service Level Agreement attached hereto.

4. THIRD PARTY HARDWARE AND SOFTWARE. Certain hardware and software sold by Routeware is manufactured, developed or made available by other companies and distributed by Routeware for use in conjunction with the Products, including but not limited to open source or "free" software (collectively, "Third-Party Products"). Third-Party Products may be subject to additional license terms and restrictions ("Third-Party Terms"), which we will make available to you as required by the suppliers of such Third-Party Products. In the event of a conflict between the terms of this Agreement and any Third-Party Terms, the Third-Party Terms shall control to the extent of the conflict. Routeware hereby assigns to Customer (to the extent assignable) all warranties given by the supplier(s) of Third-Party Products; provided, however, that Customer agrees to look to the supplier(s) for any Third-Party Product warranty, service and other post-purchase issues. Customer is responsible for obtaining any and all components, updates, new versions, and releases for any Third-Party Products necessary for use in connection with the Products.

5. OTHER SERVICES. All other Services provided by Routeware under an Order are further subject to a statement of work issued by Routeware. Routeware will perform such Services in a professional, competent and workmanlike manner in accordance with the prevailing standards in Routeware's industry. Customer acknowledges that the timely and successful performance of Services requires good faith cooperation by Customer. Therefore, Customer shall furnish reasonable information, access, assistance and services reasonably requested by Routeware. In the event that any failure by Customer to comply with the provisions of this Section 5 results in any delay in performance of the Services by Routeware, Routeware shall not be deemed in breach of the Agreement for such delay. Customer shall reimburse Routeware for all expenses reasonably incurred in the performance of Services, as such have been approved in advance by Customer. Except with respect to any Customer Confidential Information or pre-existing intellectual property included therein (collectively, "Customer Property"), Routeware will retain all right, title and interest in and to all deliverables and work product (including any and all intellectual property rights therein) generated as a result of the Services. Customer's rights to the deliverables and work product shall be the same as the rights granted to Customer under this Agreement with respect to the applicable Hardware and Software.

6. AUDITS. During any time that Customer is using Hardware or Software under an Agreement, and for one year thereafter, Routeware will have the right to perform an audit not more than once each year to verify that Customer is using the Products in compliance with this Agreement. The audit will include at a minimum Routeware having access to all Software, Hardware, Documentation and related Customer equipment (including all servers and personal computers that contain Officeware, and any hardware that contains Truckware). The audit will be performed from Monday through Friday, between 8:00 a.m. and 5:00 p.m. local time, and upon not less than 15 days' prior written notice to Customer. The audit will be conducted at Routeware's sole cost and expense, subject to reasonable security and access restrictions. Customer will be permitted to have Customer personnel present during the audit. If an audit conducted under this Section discloses that Customer has underpaid by more than 3% any amounts payable under this Agreement during the period covered by the audit, Customer will pay Routeware the amount of that underpayment and, in addition, will reimburse Routeware's reasonable and actual costs for that audit.

7. REPRESENTATIONS AND WARRANTIES; DISCLAIMER

7.1 Mutual. Each party represents and warrants to the other party that: (a) it has the full corporate right, power and authority to enter into this Agreement and to perform the acts this Agreement requires of it; (b) the execution of this Agreement and performance of its obligations under this Agreement do not and shall not violate any other agreement to which it is a party; (c) when executed and delivered this Agreement constitutes the legal, valid and binding obligation of such party; and (d) any and all activities it undertakes in connection with this Agreement shall be performed in compliance with all applicable laws, rules and regulations.

7.2 Products.

(a) Subject to the exceptions listed below in part (b), Routeware warrants (i) that the Hardware will be free from material defects in materials and workmanship and will operate in all material respects in accordance with its applicable Documentation (the "Hardware Warranty") for one year from the date of initial delivery or renewal (the "Hardware Warranty Period"); and (ii) for a period of ninety (90) days from the date of initial delivery (the "Software Warranty Period") the Software will perform in substantial conformance with its Documentation. Customer may purchase renewals of the Hardware Warranty Period through extended service plans made available by Routeware in its discretion. Following the end of the Hardware Warranty Period, Routeware will have no further obligation to repair or support the applicable Hardware.

(b) Routeware's entire liability and Customer's exclusive remedy for any reported breach of the Hardware Warranty or Software Warranty will be repair or replacement of the defective Product. All claims must be received by Routeware promptly upon discovery of any defect, and in no event after expiration of the applicable Warranty Period. The foregoing Hardware and Software Warranties do not apply to any defect or failure to operate that is attributable to: (i) Customer's misuse or abuse of or failure to maintain the Product; (ii) Customer's failure to operate the Product in accordance with Routeware's Documentation; (iii) any change made to the Product by Customer without Routeware's written approval; (iv) any defect, limitation or incompatibility in any equipment or other component installed by Customer; (v) any accident, catastrophe, act of God, or interruption or fluctuation in electrical power supplies; (vi) any material change in Customer's business or in the operating conditions under which the Product is used; (vii) translations; or (viii) Third-Party Products.

7.3 Disclaimer. THE WARRANTIES OF THIS SECTION ARE THE EXCLUSIVE WARRANTIES OFFERED BY EITHER PARTY AND NEITHER PARTY MAKES ANY ADDITIONAL REPRESENTATION OR WARRANTY OF ANY KIND WHETHER EXPRESS, IMPLIED (EITHER IN FACT OR BY OPERATION OF LAW), OR STATUTORY, AS TO ANY MATTER WHATSOEVER. ALL OTHER CONDITIONS AND WARRANTIES, INCLUDING ANY CONDITIONS OR WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, MERCHANTABILITY AND THOSE THAT ARISE FROM ANY COURSE OF DEALING OR COURSE OF PERFORMANCE, ARE HEREBY DISCLAIMED.

8. LIMITATION OF LIABILITY

8.1 INDIRECT DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY LAW AND EXCEPT WITH RESPECT TO THE FAILURE TO PAY AMOUNTS PROPERLY OWED, SECTION 10.1 (CONFIDENTIALITY), OR VIOLATIONS OF ROUTEWARE'S INTELLECTUAL PROPERTY RIGHTS, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY OR ANY THIRD PARTY, WHETHER UNDER THEORY OF CONTRACT, TORT OR OTHERWISE, FOR ANY INDIRECT DAMAGES THAT ARISE FROM OR RELATE TO THIS AGREEMENT (INCLUDING LOST PROFITS AND ANY OTHER INCIDENTAL, PUNITIVE, CONSEQUENTIAL, OR SPECIAL DAMAGES), WHETHER FORESEEABLE OR NOT AND WHETHER ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

8.2 TOTAL LIABILITY. TO THE MAXIMUM EXTENT PERMITTED BY LAW AND EXCEPT WITH RESPECT TO THE FAILURE TO PAY AMOUNTS PROPERLY OWED, BREACHES OF SECTION 10.1 (CONFIDENTIALITY), OR VIOLATIONS OF ROUTEWARE'S INTELLECTUAL PROPERTY RIGHTS, EACH PARTY'S AGGREGATE CUMULATIVE LIABILITY TO THE OTHER IN CONNECTION WITH THIS AGREEMENT (INCLUDING ANY WARRANTY CLAIMS) WILL NOT EXCEED, IN THE AGGREGATE AND REGARDLESS OF WHETHER UNDER THEORY OF CONTRACT, TORT OR OTHERWISE, THE TOTAL AMOUNT PAID OR PAYABLE BY CUSTOMER TO ROUTEWARE IN THE 12 MONTHS PRIOR TO THE EVENT THAT GAVE RISE TO LIABILITY.

8.3 EACH PROVISION OF THIS AGREEMENT THAT PROVIDES FOR A LIMITATION OF LIABILITY, DISCLAIMER OF WARRANTIES, OR EXCLUSION OF DAMAGES IS TO ALLOCATE RISK BETWEEN THE PARTIES. THIS ALLOCATION IS AN ESSENTIAL ELEMENT OF THE BASIS OF THE BARGAIN BETWEEN THE PARTIES. EACH OF THESE PROVISIONS IS SEVERABLE AND INDEPENDENT OF ALL OTHER PROVISIONS OF THIS AGREEMENT, AND EACH OF THESE PROVISIONS WILL APPLY EVEN IF THE REMEDIES IN THIS AGREEMENT HAVE FAILED OF THEIR ESSENTIAL PURPOSE.

9. TERM AND TERMINATION

9.1 Term of Agreement. This Agreement begins on the Effective Date (defined as the order form signature date or purchase order date) and continues until terminated pursuant to this Section 9.

9.2 Termination Rights. This Agreement may only be terminated as follows: (a) by mutual, written agreement of the parties; (b) by either party if the other party materially breaches this Agreement, and does not cure the breach within 30 days after receiving written notice from the non-breaching party; (c) by either party if such party elects to not renew all License Periods; or (d) by either party if the other party makes a general assignment for the benefit of creditors, suffers or permits the appointment of a receiver for its business or assets, or avails itself of or becomes subject to any proceeding under the U.S. Federal Bankruptcy Act or any other foreign or domestic statute, law, rule or regulation relating to insolvency or the protection of rights of creditors, which proceeding is not dismissed within 60 days.

9.3 Effect of Termination. Upon any termination of this Agreement, without prejudice to any other rights or remedies which the parties may have, the following applies: (a) Customer shall immediately cease all use of all Hardware and all Software; (b) all other rights and obligations immediately cease, except that Sections 1.3, 2.3, 2.4, 6, 7.3, 8, 9.3, 10, and 12 shall survive termination; (c) upon written demand, each party as a receiving party will return or destroy all of the other party's Confidential Information; to the extent permitted by law, as Customer is a municipality and subject to FOIA and state retention requirements and (d) Customer will pay, within thirty (30) days, Routeware any undisputed amounts still outstanding.

10. CONFIDENTIAL INFORMATION; PUBLICITY

10.1 Confidential Information. Both parties recognize that they may each receive (as a "Recipient") from the other (as a "Discloser") certain confidential and valuable proprietary information that is identified pursuant to the terms of this Section 10.1 as confidential (collectively, the "Confidential Information"). A Recipient will handle any Confidential Information with the same care as it does its own Confidential Information, but in any event no less than reasonable care. None of the provisions of this section, however, apply to any Confidential Information that meets any one of the following criteria: (a) information possessed by the Recipient without restriction prior to receiving it from the Discloser, provided that the Recipient can demonstrate such possession; (b) information that the Recipient developed independently and without use of or reference to the Confidential Information, as documented by its written records; (c) information that the Recipient receives from another party who is not in breach of any of that party's obligations as a result of that disclosure; or (d) information that the Discloser intentionally discloses to any other party without any restriction on confidentiality. Additionally, a Recipient may disclose Discloser's Confidential Information to the extent that a court or other governmental body orders such Confidential Information disclosed by the Recipient, provided that the Recipient promptly notifies the Discloser of such order and provides the Discloser with notice and opportunity to contest it, if possible. These obligations shall survive the termination of this Agreement for a period of five (5) years, except with respect to any source code, which will remain protected until it is no longer Confidential Information. This Section does not intend to grant a Recipient any ownership interest or license or right to any intellectual property rights of the Discloser. This Agreement is subject to the Freedom of Information Act (FOIA).

11. Terms; Publicity. Neither party may use the other party's trade names, trademarks or service marks, or engage in any publicity regarding this Agreement or its subject matter, without the other party's express written consent, which will not be unreasonably withheld or delayed.

12. MISCELLANEOUS

12.1 Independent Contractors. The parties are independent contractors with respect to each other, and nothing in this Agreement shall be construed as creating an employer-employee relationship, a partnership, agency relationship or a joint venture between the parties.

12.2 Force Majeure. Each party will be excused from any delay or failure in performance hereunder, caused by reason of any occurrence or contingency beyond its reasonable control, including but not limited to acts of God, earthquake, labor disputes and strikes, riots, war and governmental requirements. The obligations and rights of the party so excused will be extended on a day-to- day basis for the period of time equal to that of the underlying cause of the delay.

12.3 Assignment. Neither party may assign its rights or obligations under this Agreement to any other person or entity, except for assignment and transfer of all of a party's rights and obligations under the following circumstances: (a) with the express written consent of the other party, which may not be unreasonably delayed or withheld; (b) as part of a re-organization or restructuring; (c) to the surviving entity of a merger transaction; or (d) to the purchaser of a Controlling Interest in, or more than 50% of, the assets of the assigning party. A "Controlling Interest" means more than 50% of the total outstanding voting stock of the assigning party. Any attempted assignment or delegation in violation of this section is void. Subject to the foregoing, this Agreement will bind and inure to the benefit of the parties and their respective successors and assigns.

12.4 Governing Law; Jurisdiction. The laws of the State of Illinois, without regard to conflict of laws rules, govern the interpretation and enforcement of this Agreement. The United Nations Convention on Contracts for the International Sale of Goods will not apply. The parties agree with and submit to the state or federal courts located in McLean County, Illinois as the exclusive venue and jurisdiction for any and all disputes arising from or relating to this Agreement. Each party waives any objection (on the grounds of lack of jurisdiction, forum non conveniens or otherwise) to the exercise of such jurisdiction by these courts.

12.5 Attorney Fees. The prevailing party in any litigation between the parties regarding this Agreement shall be entitled to recover reasonable attorney's fees and other costs from the other party. These fees and other costs are in addition to any other relief to which the prevailing party may be entitled.

12.6 Conflicts; Order of Precedence. In the event that any term of this Agreement conflicts with governing law or is held to be ineffective or invalid by a court of competent jurisdiction, such term will be deemed to be restated to reflect as nearly as possible the original intentions of the parties in accordance with applicable law, and the remaining terms of this Agreement shall remain in full force and effect. This Agreement controls any conflicts between any of its provisions and those of any Order.

12.7 Integration. This Agreement and the Orders together constitute the entire agreement between the parties with respect to the Products and Services and supersede all prior and contemporaneous discussions, negotiations, communications or agreements regarding the same subject matter.

12.8 Notices. Unless stated otherwise, all notices, consents and approvals under this Agreement must be delivered in writing by courier, by email, by facsimile, or by certified or registered mail (postage prepaid and return receipt requested) to Routeware at the address set forth at the beginning of this Agreement and to Customer at City of Bloomington, c/o Legal Department, 109 E Olive St, Bloomington, IL 61701, and are deemed delivered when received. Either party may change its address for notices by notice to the other party give in accordance with this Section 12.10.

12.9 Counterparts. This Agreement may be executed in counterparts, each of which will be deemed to be an original and together will constitute one and the same agreement. This Agreement may also be executed and delivered by facsimile or email and such execution and delivery will have the same force and effect of an original document with original signatures.

12.10 Headings; Interpretation. Headings are used in this Agreement for reference only and will not be considered when interpreting this Agreement. As used in this Agreement, "includes" (or "including") means without limitation.

ROUTEWARE SUPPORT PLAN TERMS & CONDITIONS

This document provides more specifics about the Routeware Support Plan. It is subject to the provisions of the Routeware Master Sales and License Agreement and all related orders (collectively, the "Master Agreement") between Routeware and its customer ("Customer"). Any capitalized words not defined in this Support Plan are defined in the Master Agreement.

Customer must have purchased a Support Plan for any of the terms and conditions below to apply.

GENERAL

Plan Commencement. All Support Plans commence the first day of the month following installation of hardware in the first vehicle of the Customer's fleet or 90 days after execution, whichever comes first. Support Plan fees may be invoiced prior to, on, or after Support Plan commencement. Invoices are due thirty (30) days from Support Plan commencement date or thirty (30) days from receipt of invoice, whichever comes last.

Plan Duration. All Support Plans cover 12-month periods beginning January 1 and ending on December 31 (a "Plan Year"). Plans purchased mid-year are pro-rated based on the number of days remaining in a given Plan Year. All Support Plans automatically renew on December 31 unless Routeware receives from Customer a written notice of non-renewal no later than November 1. Support Plans are not cancellable outside the notice period.

Billing. Customer may pay for an entire Plan Year up front, or quarterly (a discount may apply for payment up front). All fees are due on or before the commencement of the support period. If Customer fails to pay any amounts when due, Routeware may, at its option, suspend all Support Plans, or continue to provide all or part of the Support Plan at the applicable time and materials rate, in either case until such time as the Customer's account is paid in full (including all Reinstatement Fees). Support Plan payments are non-refundable.

Third Party Vendor-Specific Support Terms. Customer must remain on a supported environment – including applications and hardware platforms – to receive any Support Plan. Customer may be required to upgrade to a current Routeware-certified and supported third party application, hardware platform, framework, database, and/or operating system configuration to continue receiving a Support Plan.

End of Life. Support Plans are not available on any hardware that Routeware has declared as end-of-life ("EOL") (including the DMS 3000 and DMS 5000 products).

Support Outside of Warranty Period. Any support (including repair work) performed by Routeware outside of a warranty period is subject to a Time and Materials Rate of $195.00 per hour for hardware repair labor, billed in 15 minute increments, plus the cost of parts in accordance with Routeware spare parts pricing.

SUPPORT PLAN

Coverage. A Support Plan covers all Software (e.g. Truckware and Officeware) and Hardware purchased or licensed by Customer from Routeware (excluding any Software or Hardware that has reached EOL, as announced by Routeware). It includes the provision of Technical Support and Updates (each defined below) during a Plan Year. Unless stated otherwise by Routeware in writing, Support for a given version of Software is available for three years from the date of release.

Reinstatement. Should the Customer decide to add Software Support following a period in which a Software Support Plan was not in place, in addition to paying for the current Plan Year, Customer must pay a Reinstatement Fee covering the lapse period (prorated daily) at a price equal to 150% of the Software Support Plan price at the time of reinstatement.

Technical Support. A Software Support Plan includes technical support by phone and email, during the hours of 8:00 a.m. to 5:00 p.m. Pacific, Monday through Friday, excluding the following Routeware holidays:

- New Year's Day
- Memorial Day
- Independence Day (US)
- Labor Day
- Thanksgiving Day
- Day after Thanksgiving
- Christmas Day

Any support outside of these time frames is subject to Routeware discretion and will be further subject to an additional charge of $195 per hour, billed in 15 minute increments. Any on-site support requires a professional services engagement, as documented in a statement of work.

Technical Support may also include the following:

- Certification with third-party products/versions
- Assistance with service requests during published support hours
- Access to on-line support
- A diagnosis of problems or issues of the supported Software

Routeware will use commercially reasonable efforts to meet the response and resolution times listed in the table below.

Updates. A Software Support Plan includes the provision of Updates. "Update" is defined as a subsequent release of Software which Routeware generally makes available to its customers who have purchased a Support Plan. Updates typically include bug fixes, patches, and feature enhancements. Updates typically do not include any new functionality that constitutes a new product (which is so designated at Routeware's sole discretion) for which Routeware charges a separate fee. Updates are provided as and when available (as determined by Routeware) and may not include all previously available supported features. Routeware develops Updates in its discretion, and has no obligation to develop any specific feature or functionality. Updates are made available by delivery (which may be subject to a shipping and handling charge) or by download, in Routeware's discretion. If delivered, Customer will receive one copy for each supported operating system for which Software licenses were ordered. Customer shall be responsible for copying, downloading, and installing any Updates. Updates are subject to the terms and conditions of the Master Agreement, and are covered by the same license as the Software to which the Updates pertain.

Customer Obligations. Software Support is conditioned on the Customer doing the following: (a) use commercially reasonable efforts to provide Routeware with the necessary access (e.g., access to server files, log files, application software or database extracts) required to provide Software Support; (b) will designate and identify by name, phone number, e-mail address, and other appropriate contact methods, Customer Contacts, whom shall be the only personnel authorized to communicate with Routeware regarding Software Support; (c) will apply all Updates, bug fixes, critical patches and configuration recommendations according to Routeware's instructions promptly following delivery; and (d) will provide Routeware with remote online access via the Internet to all Hardware (including all on-board units), Software and servers for the purposes of troubleshooting, general assistance, and verification of compliance with licensing terms while under the supervision of Customer and only after request by Routeware and approval by Customer.

Response/Resolution Times:

Severity level and definition:	Acknowledge error report	Complete Patch, Answer, Workaround, or Temporary Fix	Release Final Version of Fix
Priority level 1: A Critical Severity issue has significant to critical impact on production; product is largely unusable	1/2 hour	Routeware will use commercially reasonable efforts to address in 24 hours	In one of next two updates if deemed appropriate for all customers
Priority level 2: Has some business impact on production system resulting in some loss in functionality; the software is usable but operating sub optimally	24 hours	Routeware will use commercially reasonable efforts to address in 10 days	In one of next two updates if deemed appropriate for all customers
Priority level 3: Non-production questions including general usage questions, issues related to a non-production system. There is no impact on performance, quality, or functionality	3 business days	Routeware will use commercially reasonable efforts to address in 15 days	N/A

Exclusions. Routeware is not obligated to provide Support Services when: (a) Routeware products have been changed, modified or damaged by anyone other than Routeware; (b) the issue is caused by Customer negligence or misuse of software or hardware, or other causes outside of Routeware's control; (c) the issue is caused by third party hardware or software, or by Customer network infrastructure; or (d) Customer's Routeware products are EOL or are otherwise not currently supported, as determined by Routeware's announced policies.

ROUTEWARE CLOUD HOSTING SERVICE LEVEL AGREEMENT

Effective Date: Effective date of this Agreement

This Routeware Cloud Hosting Service Level Agreement ("SLA") is a policy governing the use of Routeware Cloud Hosting under the terms of the Routeware Master Sales and License Agreement (the "Routeware Agreement") between Routeware, Inc. ("us" or "we") and users of Routeware's services ("you"). This SLA applies separately to each account using Routeware Cloud Hosting. Unless otherwise provided herein, this SLA is subject to the terms of the Routeware Agreement and capitalized terms will have the meaning specified in the Routeware Agreement. We reserve the right to change the terms of this SLA in accordance with the Routeware Agreement.

Service Commitment. Routeware will use commercially reasonable efforts to make Routeware Cloud Hosting available with a Monthly Uptime Percentage (defined below) of at least 99.95%, in each case during any monthly billing cycle (the "Service Commitment"). In the event Routeware Cloud Hosting does not meet the Service Commitment, you will be eligible to receive a Service Credit as described below.

DEFINITIONS

"Monthly Uptime Percentage" is calculated by subtracting from 100% the percentage of minutes during the month in which Routeware Cloud Hosting was in the state of "Region Unavailable." Monthly Uptime Percentage measurements exclude downtime resulting directly or indirectly from any Routeware Cloud Hosting SLA Exclusion (defined below).

"Region Unavailable" and "Region Unavailability" mean that the Routeware Cloud Hosted Service is "Unavailable" to you.

"Unavailable" and "Unavailability" are when you have no external connectivity to your Routeware Cloud Hosted Service.

"Service Credit" is a dollar credit, calculated as set forth below, that we may credit back to an eligible account.

Service Commitments and Service Credits. Service Credits are calculated as a percentage of the total charges paid by you (excluding one-time payments) for Routeware Cloud Hosting for the monthly billing cycle in which the Unavailability occurred in accordance with the schedule below.

Monthly Uptime Percentage	Service Credit Percentage
Less than 99.95% but equal to or greater than 99.0%	5%
Less than 99.0%	15%

We will apply any Service Credits only against future Routeware Cloud Hosting payments otherwise due from you. Service Credits will not entitle you to any refund or other payment from Routeware. A Service Credit will be applicable and issued only if the credit amount for the applicable monthly billing cycle is greater than one dollar ($1 USD). Unless otherwise provided in the Routeware Agreement, your sole and exclusive remedy for any unavailability, non-performance, or other failure by us to provide Routeware Cloud Hosting is the receipt of a Service Credit (if eligible) in accordance with the terms of this SLA.

Credit Request and Payment Procedures. To receive a Service Credit, you must submit a claim by email to support@routeware.com. To be eligible, the credit request must be received by us by the end of the second billing cycle after which the incident occurred and must include:

1. the words "SLA Credit Request" in the subject line;
2. the dates and times of each Unavailability incident that you are claiming; and
3. your request logs that document the errors and corroborate your claimed outage (any confidential or sensitive information in these logs should be removed or replaced with asterisks).

If the Monthly Uptime Percentage of such request is confirmed by us and is less than the Service Commitment, then we will issue the Service Credit to you within one billing cycle following the month in which your request is confirmed by us. Your failure to provide the request and other information as required above will disqualify you from receiving a Service Credit.

Routeware Cloud Hosting SLA Exclusions. The Service Commitment does not apply to any unavailability, suspension or termination of Routeware Cloud Hosting, or any other Routeware Cloud Hosting performance issues: (i) that result from a termination described in Section 8 of the Routeware Agreement; (ii) caused by factors outside of our reasonable control, including any force majeure event or Internet access or related problems beyond the demarcation point of Routeware Cloud Hosting; (iii) that result from your equipment, software or other technology and/or third party equipment, software or other technology (other than third party equipment within our direct control); (iv); that result from any maintenance as provided for pursuant to the Routeware Agreement; or (v) arising from our suspension and termination of your right to use Routeware Cloud Hosting in accordance with the Routeware Agreement (collectively, the "Routeware Cloud Hosting SLA Exclusions"). If availability is impacted by factors other than those used in our Monthly Uptime Percentage calculation, then we may issue a Service Credit considering such factors at our discretion.

Open Source Disclosure

Effective date: Effective date of this Agreement

Certain of Routeware's services and applications include third-party code licensed to Routeware for use and redistribution under open-source licenses. Below is a list of disclosures and disclaimers in connection with Routeware's incorporation of certain open-source licensed software into its services. Notwithstanding any of the terms and conditions of your license agreement with Routeware, the terms of certain open-source licenses may be applicable to your use of the Routeware's products, as set forth below.

This list of open-source code was compiled with reference to third-party software incorporated into the services as of the date the list was generated. This list may be updated from time to time and may not be complete. ALL INFORMATION HERE IS PROVIDED "AS IS." Routeware AND ITS SUPPLIERS MAKE NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, WITH REGARD TO THIS LIST OR ITS ACCURACY OR COMPLETENESS, OR WITH RESPECT TO ANY RESULTS TO BE OBTAINED FROM USE OR DISTRIBUTION OF THE LIST. BY USING OR DISTRIBUTING THIS LIST, YOU AGREE THAT IN NO EVENT SHALL Routeware BE HELD LIABLE FOR ANY DAMAGES WHATSOEVER RESULTING FROM ANY USE OR DISTRIBUTION OF THIS LIST, INCLUDING, WITHOUT LIMITATION, ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL OR OTHER DIRECT OR INDIRECT DAMAGES.

Android SDK

https://developer.android.com/studio/

License Terms

https://developer.android.com/studio/terms

Apache Cordova

https://github.com/apache/cordova-docs/blob/master/www/docs/en/dev/index.md

License Terms

http://www.apache.org/licenses/LICENSE-2.0

MIT Licenses

You may obtain a copy of the license at https://opensource.org/licenses/MIT

Jquery

https://jquery.com/download/

License Terms

https://jquery.org/license/

Bootstrap

https://getbootstrap.com/docs/4.1/getting-started/download/

License Terms

https://getbootstrap.com/docs/4.0/about/license/

Font Awesome

https://fontawesome.com/icons?d=gallery

License Terms

https://fontawesome.com/support

Newton Soft

https://github.com/JamesNK/Newtonsoft.Json

You may obtain a copy of the license at https://opensource.org/licenses/MIT

GNU Lesser General Public License Version 2.1

You may obtain a copy of the license at http://www.gnu.org/licenses/old-licenses/lgpl-2.1.html

FFmpeg.exe - Only copy actions into container formats are used, no encoding or decoding.

https://ffmpeg.org/legal.html

GNU Licenses Version 2

You may obtain a copy of the license at https://www.gnu.org/licenses/gpl-2.0.en.html

Adler32.cs - Computes Adler32 data checksum of a data stream

Copyright (C) 2001 Mike Krueger

CRC32.cs - Computes CRC32 data checksum of a data stream

Copyright (C) 2001 Mike Krueger

BZip2.cs

Copyright (C) 2010 David Pierson

BZip2Constants.cs

Copyright (C) 2001 Mike Krueger

This file was derived from a file containing this license:

This file is a part of bzip2 and/or libbzip2, a program and

library for lossless, block-sorting data compression.

Copyright (C) 1996-1998 Julian R Seward. All rights reserved.

BZip2Exception.cs

Copyright 2004 John Reilly

BZip2InputStream.cs

Copyright (C) 2001 Mike Krueger

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library for lossless, block-sorting data compression.

Copyright (C) 1996-1998 Julian R Seward. All rights reserved.

BZip2OutputStream.cs

Copyright (C) 2001 Mike Krueger

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This file is a part of bzip2 and/or libbzip2, a program and

library for lossless, block-sorting data compression.

Copyright (C) 1996-1998 Julian R Seward. All rights reserved.

IChecksum.cs - Interface to compute a data checksum

Copyright (C) 2001 Mike Krueger

StrangeCRC.cs - computes a crc used in the bziplib

Copyright (C) 2001 Mike Krueger

FileSystemScanner.cs

Copyright 2005 John Reilly

INameTransform.cs

Copyright 2005 John Reilly

IScanFilter.cs

Copyright 2006 John Reilly

NameFilter.cs

Copyright 2005 John Reilly

PathFilter.cs

Copyright 2005 John Reilly

StreamUtils.cs

Copyright 2005 John Reilly

WindowsPathUtils.cs

Copyright 2007 John Reilly

PkzipClassic encryption

Copyright 2004 John Reilly

ZipAESStream.cs

Copyright 2009 David Pierson

ZipAESTransform.cs

Copyright 2009 David Pierson

GZipConstants.cs

Copyright (C) 2001 Mike Krueger

GZipException.cs

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GzipInputStream.cs

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GZipOutputStream.cs

Copyright (C) 2001 Mike Krueger

SharpZipBaseException.cs

Copyright 2004 John Reilly

InvalidHeaderException.cs

Copyright (C) 2001 Mike Krueger

TarArchive.cs

Copyright (C) 2001 Mike Krueger

TarBuffer.cs

Copyright (C) 2001 Mike Krueger

TarEntry.cs

Copyright (C) 2001 Mike Krueger

TarException.cs

Copyright 2004 John Reilly

TarHeader.cs

Copyright (C) 2001 Mike Krueger

TarInputStream.cs

Copyright (C) 2001 Mike Krueger

TarOutputStream.cs

Copyright (C) 2001 Mike Krueger

Copyright 2005 John Reilly

Deflater.cs

Copyright (C) 2001 Mike Krueger

Copyright (C) 2004 John Reilly

DeflaterConstants.cs

Copyright (C) 2001 Mike Krueger

Copyright (C) 2004 John Reilly

DeflaterEngine.cs

Copyright (C) 2001 Mike Krueger

Copyright (C) 2004 John Reilly

DeflaterHuffman.cs

Copyright (C) 2001 Mike Krueger

Copyright (C) 2004 John Reilly

DeflaterPending.cs

Copyright (C) 2001 Mike Krueger

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Inflater.cs

Copyright (C) 2001 Mike Krueger

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InflaterDynHeader.cs

Copyright (C) 2001 Mike Krueger

InflaterHuffmanTree.cs

Copyright (C) 2001 Mike Krueger

PendingBuffer.cs

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DeflaterOutputStream.cs

Copyright (C) 2001 Mike Krueger

InflaterInputStream.cs

Copyright (C) 2001 Mike Krueger

Copyright (C) 2004 John Reilly

OutputWindow.cs

Copyright (C) 2001 Mike Krueger

StreamManipulator.cs

Copyright (C) 2001 Mike Krueger

FastZip.cs

Copyright 2005 John Reilly

IEntryFactory.cs

Copyright 2006 John Reilly

WindowsNameTransform.cs

Copyright 2007 John Reilly

ZipConstants.cs

Copyright (C) 2001 Mike Krueger

Copyright (C) 2004 John Reilly

ZipEntry.cs

Copyright (C) 2001 Mike Krueger

Copyright (C) 2004 John Reilly

ZipEntryFactory.cs

Copyright 2006 John Reilly

ZipException.cs

Copyright (C) 2001 Mike Krueger

ZipExtraData.cs

Copyright 2004-2007 John Reilly

ZipFile.cs

Copyright (C) 2001 Mike Krueger

Copyright (C) 2004 John Reilly

ZipHelperStream.cs

Copyright 2006, 2007 John Reilly

ZipInputStream.cs

Copyright (C) 2001 Mike Krueger

Copyright (C) 2004 John Reilly

ZipNameTransform.cs

Copyright 2005 John Reilly

ZipOutputStream.cs

Copyright (C) 2001 Mike Krueger

Copyright (C) 2004 John Reilly

GNU Licenses Version 3

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DirectShowLib - Provide access to DirectShow interfaces via .NET

Copyright (C) 2007

http://sourceforge.net/projects/directshownet/

Written Offer for Source Code

For third party technology that you receive from Routeware in binary form which is licensed under an open source license that gives you the right to receive the source code for that binary, you can obtain a copy of the applicable source code on physical media by submitting a written request to:

Routeware, Inc.

Attn: Director, Software Engineering

16575 SW 72nd Ave.

Portland, OR 97224

United States

Your request should include:

The name of the component or binary file(s) for which you are requesting the source code

The name and version number of the Routeware product

The date you received the Routeware product

Your name

Your company name (if applicable)

Your return mailing address and email

A telephone number in the event we need to reach you.

We may charge you a fee to cover the cost of physical media and processing. Your request must be sent (i) within three (3) years of the date you received the Routeware product that included the component or binary file(s) that are the subject of your request, or (ii) in the case of code licensed under the GPL v3, for as long as Routeware offers spare parts or customer support for that product model.

LIMITED SOURCE JUSTIFICATION

(Requester completes Section A and B)

SECTION A –LIMITED SOURCE PURCHASE:

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

Vendor Name & #: Routeware, Inc. (4421)	Amount: $199,938	Date: 2/26/20

Description of item/service:

The Solid Waste Section began using Routeware Premium on 13 automated refuse trucks in early 2019. The combination of hardware, software, and support services enable management, crews, and office staff to view and monitor routes, photos and videos of each solid waste pickup, and other pieces of information to improve efficiency and cost-effectiveness.

Justification: Explain why this vendor is the only vendor that can perform this work:

Prior to Council consideration of Routeware in October 2018, City staff identified top producers of solid waste route optimization software and identified Routeware Premium and the compatible hardware from Routeware, Inc. as the software and hardware that will most directly meet the needs of the City. With Council authorization, Public Works purchased Routeware using a joint purchasing agreement with HGAC Buy. Public Works intends to continue using the software for an extended period of time, and, since the hardware and software are already implemented, staff recommends continuing with the current vendor rather than switching to a new vendor. While some of the hardware may be compatible with other vendors, it was specifically installed to follow Routeware's specifications. Switching to another vendor may create additional expenses. In order to continue with the vendor long-term, staff is recommending a 54-month agreement with Routeware rather than going through a joint purchasing agreement each year.

SECTION B - REQUESTER CERTIFICATION: By submitting this request, I attest that the above justification/information is accurate and complete to the best of my knowledge and that I have no personal or business interests relative to this request.

Kevin Kothe Kevin Kothe — 2-26-2020

(Name and Signature of Department Head) — Date

SECTION C –TO BE COMPLETED BY PROCUREMENT OFFICE:

Based on the information provided in Section A and attached supporting documents,
I concur ☑ / do not concur ☐ (see below) with purchase to be a Limited Source.
Do not concur for the following reason(s):

Carla A Murillo — 2/26/2020

Name and Signature of Purchasing Agent or Designee — Date

CONSENT AGENDA ITEM NO. 7.H

FOR COUNCIL: April 13, 2020

SPONSOR: Public Works Department

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and action to approve a Contract with Era Valdivia Contractors, Inc., for the rehabilitation of the Hamilton Elevated Tank, in the amount of $1,383,800, as requested by the Public Works Department.

RECOMMENDED MOTION: The proposed Contract be approved.

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

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



BACKGROUND: Public Works is recommending the approval of a Contract with Era Valdivia Contractors, Inc., for the Hamilton Elevated Tank Rehabilitation, in the amount of $1,383,800. Farnsworth Group, Inc., performed an inspection of the subject elevated tank in September 2018. The inspection concluded that the City needs to perform significant repairs to the elevated tank.

The City constructed the Hamilton Elevated Tank, located at 1909 East Hamilton Road, in 1996. The elevated tank holds up to two million gallons of water, which is used for potable water, fire protection, irrigation systems, and other uses. The tank also provides stable pressure for the distribution system. On average, elevated tank coatings have a life expectancy 15 to 20 years.

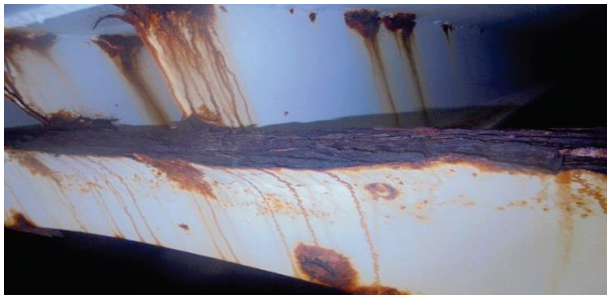


The tank's top entry hatch (right) shows significant corrosion. If it is not repaired, continued deterioration could cause rainwater and/or debris to enter the tank and contaminate the water.



2018 Farnsworth Group, Inc.

The roof supports (illustrated below) show severe corrosion and deterioration, which could potentially cause catastrophic failure to the structure if it is not repaired.



2018 Farnsworth Group, Inc.



2018 Farnsworth Group, Inc.

In addition to making the needed repairs, the contractor will apply new coatings to the interior of the tank. The exterior will be pressure washed and the coating will be repaired as needed. The contractor will also be installing a passive mixing system, which will allow the older water in the tank to be mixed with newer water as it enters the tank. This will minimize water age and provide more desirable water quality.

The Hamilton Elevated Tank Rehab project (Bid #2020-44) was released on February 18, 2020. Staff received 3 bids, which are shown in the below table.

VENDOR	LOCATION	BASE BID AMOUNT
Era Valdivia Contractors, Inc.	Chicago, IL	$1,383,800
Classic Protective Coatings, Inc.	Menomonie, WI	$2,384,753
TMI Coatings, Inc.	St. Paul, MN	$2,511,300

The bid documents included a base bid that specified Tnemec Series 22 Paint and a base bid with alternate 1 that included Tnemec Series 140 Paint. The Tnemec series 22 paint (base bid) is a superior paint to series 140, and will provide the City better coverage, durability, and longevity that will require less maintenance in the future. Staff is recommending awarding the base bid.

There were no local bidders for this contract, so the local preference policy does not apply. Era Valdivia Contractors, Inc., submitted the lowest overall bid. Therefore, staff recommends awarding the contract to Era Valdivia Contractors, Inc.

City staff is aware of heightened concerns regarding the current COVID-19 pandemic. However, this project is a priority of the City, and staff is recommending it be approved. The project is a priority, because the condition of Hamilton Elevated Tank has deteriorated to a point where the repairs are needed at this time. Delay of this project may cause an impact to system operations and water quality.

The Water Fund is an Enterprise Fund that generates fees for funding its operations. Water Fund fees are intended/dedicated solely for the support of water services to the City, including infrastructure expenditures, such as the water treatment plant, water mains, and water meters. The use of fund balance (reserves) is common practice for Enterprise Funds, which oftentimes accumulate fund balance to be used for the execution of larger projects/purchases.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: The Bid was advertised in the Pantagraph and on the City's website on February 18, 2020.

FINANCIAL IMPACT: The Hamilton Tank Rehabilitation is included in the FY 2020 Budget with an estimated cost of $1,500,000. If approved, the project will be awarded for $1,383,800, which is $116,200 under budget. Funds are allocated in the Water Transmission-Other Capital Outlay account (50100120-72620). Stakeholders can locate this project in FY 2020 Budget Book titled "Other Funds & Capital Improvement" on pages 117, 242, 292, 321 and 322.

COMMUNITY DEVELOPMENT IMPACT: Goal UEW-1. Provide quality public infrastructure within the City to protect public health, safety and the environment, Objective UEW-1.5. Reliable water supply and distribution system that meets the needs of the current and future residents.

Respectfully submitted for Council consideration.

Prepared by: Aaron Kinder, Superintendent of Mechanical Maintenance

Reviewed by:

Kevin Kothe, City Engineer 3/30/2020

Carla Murillo, Procurement Manager 3/31/2020

Chris Tomerlin, Budget Manager 3/31/2020

Jeffrey R. Jurgens, Corporation Counsel 4/3/2020

Tara Henry, Legislative Assistant 4/8/2020

Recommended by:

Tim Gleason, City Manager

Attachments:

- PW 7B Contract_FY20 Hamilton Water Tower Rehabilitation Contract 04132020
- PW 7C Record of Bid Opening_FY20 Hamilton Water Tower Rehabilitation Contract 04132020
- PW 7D Hamilton Road Water Tower Rehabilitation_Bid Tab
- PW 7E Hamilton Tank COLI for Era-Valfivia Contactors Inc

CITY OF BLOOMINGTON
CONTRACT WITH
Era Vldivia Contractors, Inc.
FOR
Hamilton Road Water Tower Rehabilitation

THIS AGREEMENT, dated this ____ day of _____, 2020, is between the City of Bloomington (hereinafter "CITY") and Era Vldivia Contractors, Inc. (hereinafter "CONTRACTOR").

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. **Incorporation of Bid/RFP/RFQ & Proposal Terms / Prevailing Wage.** This work was subject to the following procurement initiative by the CITY:
Hamilton Road Water Tower Rehabilitation (Bid 2020-44) (hereinafter "Request")

Accordingly, the provisions of the Request and the proposal submitted by CONTRACTOR (hereinafter collectively referred to as "Procurement Documents" and attached as Exhibit A), shall be incorporated into this Contract and made a part thereof and shall be considered additional contractual requirements that must be met by CONTRACTOR. In the event of a direct conflict between the provisions of this contract and the incorporated documents, the provisions of this contract shall apply. This contract calls for the construction of a "public work," within the meaning ofthe Illinois Prevailing Wage Act, 820 ILCS 130/.01 et seq. ("the 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 amount for fringe benefits) in the county where the work is performed. The Department publishes the prevailing wage rates on its website. The Department revises the prevailing wage rates and the contractor/subcontractor has an obligation to check the Department's web site for revisions to prevailing wage rates. For information regarding current prevailing wage rates, please refer to the Illinois Department of Labor's website. All contractors and subcontractors rendering services under this contract must comply with all requirements of the Act, including but not limited to, all wage requirements and notice and record keeping duties. This includes Public Act 100-1177 which became effective on June 1, 2019.

Section 3. **Description of Services.** CONTRACTOR shall provide the services/work identified in the Procurement Documents, and specifically as follows: _____
Hamilton Road Water Tower Rehabilitation (Bid 2020-44)

Section 4. **Payment.** For the work performed by CONTRACTOR under this Contract, the CITY shall pay CONTRACTOR one of the following:

☐ A flat fee of $_____ as set forth in the Procurement Documents.

☑ Fees as set forth in the Procurement Documents.

Section 5. **Default and Termination.** Either party shall be in default if it fails to perform all or any part of this Contract. 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, whether in law or equity, upon the default or a violation of this Contract. In addition, the prevailing party shall be entitled to reimbursement of attorney's fees and court costs.

Section 6. **Representations of Vendor.** CONTRACTOR hereby represents it is legally able to perform the work that is subject to this Contract.

Section 7. **Assignment.** Neither party may assign this Contract, or the proceeds thereof, without written consent of the other party.

Section 8. **Compliance with Laws.** CONTRACTOR agrees that any and all work by CONTRACTOR shall at all times comply with all laws, ordinances, statutes and governmental rules, regulations and codes.

Section 9. **Compliance with FOIA Requirements**. CONTRACTOR further explicitly agrees to furnish all records related to this Contract and any documentation related to CITY required under an Illinois Freedom of Information Act (ILCS 140/1 et. seq.) ("FOIA") request within five (5) business days after CITY issues notice of such request to CONTRACTOR. CONTRACTOR agrees to not apply any costs or charge any fees to the CITY regarding the procurement of records required pursuant to a FOIA request. CONTRACTOR shall be responsible for any damages/penalties assessed to CITY for CONTRACTOR'S failure to furnish all documentation in CONTRACTOR'S possession responsive and related to a request within five (5) days after CITY issues a notice of a request.

Section 10. **Governing Law.** This Agreement shall be governed by and interpreted pursuant to the laws of the State of Illinois.

Section 11. **Joint Drafting.** The parties expressly agree that this agreement was jointly drafted, and that both had opportunity to negotiate its terms and to obtain the assistance of counsel in reviewing it terms prior to execution. Therefore, this agreement shall be construed neither against nor in favor of either party, but shall construed in a neutral manner.

Section 12. **Attorney 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 attorneys' fees.

Section 13. **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 14. **Counterparts.** This agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute the same instrument.

CITY OF BLOOMINGTON

By: _____

Its City Manager

ATTEST:

By: _____

City Clerk

Era Valdivia Contractors, Inc.

By: [redacted]

Its Jose C. Valdivia

By: [redacted]

Its Jesus Alvarez

CITY OF Bloomington ILLINOIS

CITY CLERK
109 EAST OLIVE STREET
BLOOMINGTON, IL 61702-3157
309.434.2240 tel
309.434.2802 fax

RECORD OF BID OPENING FOR:

Bid #2020-44
2,000,000 GALLON ELEVATED WATER STORAGE TANK REHABILITATION
HAMILTON ROAD WATER TOWER

DATE: March 12, 2020 **TIME: 11:00 a.m.**

Date & Time Received	Bidder's Name	City, State	Mandatory City Documents	Bid Signed	Addendum #1	Lump Sum Base Bid	Lump Sum Alternate Item 1
3/11/20 9:15AM	TMI Coatings, Inc.	Saint Paul, MN	✓	✓	✓	2,511,300	2,519,000
3/12/20 9:18AM	Classic Coatings	Menomonie, WI	✓	✓	✓	2,384,753	2,325,180
3/12/20 10:30AM	Era Valdivia Contractors, Inc	Chicago, IL	✓	✓	✓	1,383,800	1,357,400

WITNESSES:

*Disclaimer: This is a Bid tabulation for record of the Bid opening. Bids have not been reviewed and have not been presented to council. This does not represent any Award.
Prices or options/alternates will not be included on the tabulation.

City of Bloomington, Illinois
Hamilton Road Water Tower Rehabilitation
Bid 2020-44
BID TAB

	ERA VALDIVIA CONTRACTOR, INC.	CLASSIC COATINGS	TMI COATINGS, INC.
SUBTOTAL OF BID ITEMS 1 THROUGH 10	$1,258,000.00	$2,167,958.00	$2,283,000.00
Contingency (10% of subtotal)	$125,800.00	$216,795.00	$228,300.00
Total Bid	**$1,383,800.00**	**$2,384,753.00**	**$2,511,300.00**

	ERA VALDIVIA CONTRACTOR, INC.	CLASSIC COATINGS	TMI COATINGS, INC.
SUBTOTAL OF BID ITEMS 1 THROUGH 10 with Alternate item 1	$1,234,000.00	$2,113,800.00	$2,290,000.00
Contingency (10% of subtotal)	$123,400.00	$211,380.00	$229,000.00
Total Bid	**$1,357,400.00**	**$2,325,180.00**	**$2,519,000.00**

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 4/1/2020

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 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 Assurance Agency, Ltd. One Century Centre 1750 E. Golf Road Schaumburg IL 60173-	CONTACT NAME: Linda Luebking PHONE (A/C, No, Ext): 847-463-7832 FAX (A/C, No): (847) 440-9123 E-MAIL ADDRESS: lluebking@assuranceagency.com
INSURED Era-Valdivia Contractors, Inc. 11909 South Avenue "O" Chicago IL 60617	INSURER(S) AFFORDING COVERAGE / NAIC # INSURER A : Old Republic General Insurance 24139 INSURER B : American Guarantee & Liability 26247 INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES CERTIFICATE NUMBER: 1709817035 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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY			[redacted]	4/1/2020	4/1/2021	EACH OCCURRENCE	$ 2,000,000
	X COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
	CLAIMS-MADE X OCCUR						MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 2,000,000
							GENERAL AGGREGATE	$ 4,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	$ 4,000,000
	POLICY X PRO-JECT X LOC							$
A	AUTOMOBILE LIABILITY			[redacted]	4/1/2020	4/1/2021	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS / X NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
B	X UMBRELLA LIAB X OCCUR			[redacted]	4/1/2020	4/1/2021	EACH OCCURRENCE	$ 25,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 25,000,000
	DED X RETENTION $ 0							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N			[redacted]	4/1/2020	4/1/2021	X WC STATU-TORY LIMITS / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N	N/A					E.L. EACH ACCIDENT	$ 1,000,000
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

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

Re: Hamilton Road Water Tower Rehabilitation

It is agreed that the following are added as Additional Insured, when required by written contract, on the General Liability with respect to operations performed by the Named Insured in connection with this project:
City of Bloomington and Farnsworth Group

CERTIFICATE HOLDER

City of Bloomington
Public Works Department / Water Division
603 W. Division
Bloomington, IL 61701

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

Daniel A. Kleros

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CONSENT AGENDA ITEM NO. 7.I

FOR COUNCIL: April 13, 2020

SPONSOR: Public Works Department

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and action to approve a Contract with PDC Laboratories, Inc. for water laboratory services (RFP #2020-45), in the amount of $125,000 for FY 2021, as requested by the Public Works Department.

RECOMMENDED MOTION: The proposed Contract be approved.

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

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

BACKGROUND: Public Works is recommending the approval of a contract with PDC Laboratories, Inc., for water laboratory services, in the amount of $125,000 for FY 2021. A Request for Proposal, RFP #2020-45 for Laboratory Services, was released on February 20, 2020. The vendor shown in the following table submitted a proposal.

Company	Location
PDC Laboratories	Peoria, Illinois

The evaluation team reviewed the proposal based on the following criteria:

- Responsiveness
- Proximity to Bloomington, IL
- Qualifications and Experience of Firm
- Method Reporting Levels
- Costs

City staff reviewed and evaluated the submittal in accordance with the Proposal-Based Selection procedures and found PDC Laboratories to be a qualified firm to perform the requested services. PDC Laboratories provided a proposal for performing the laboratory services at a cost of $117,675. Please note that Public Works may be required to submit other unforeseen testing to PDC Laboratories and has therefore added a six percent (6%) contingency. The Illinois Environmental Protection Agency (IEPA) is anticipated to require the testing of the Unregulated Contaminants Monitoring Rule #5 (UCMR5) during future years of this contract. The Department will budget accordingly in those specific fiscal years.

Public Works solicited costs based on a unit cost per test. The total cost for the laboratory services increased 10.47% from FY 2020 to FY 2021. Please note that the Department

requested pricing based upon a worst-case scenario for testing purposes that included a greater amount of testing for taste and odor issues in the event of future occurrences.

The Public Works Laboratory is the only certified lab by the Illinois Department of Public Health to perform coliform bacteria (microbiological) tests analyses. For chemical analyses, the Public Works Laboratory has limited lab testing capacity, laboratory controls, and specialized instrumentation. The Public Works Laboratory has in-house capabilities of analyzing constituents that need to be analyzed immediately (pH, turbidity, alkalinity and hardness) and performs chemical analyses that do not require the laboratory controls of compliance testing. These tests help guide day to day operations, optimize water treatment, and helps to inform managers about the water quality of the lakes and streams that are part of our source water system. The contract laboratory has an expanded quality control and quality assurance program that allows for reliable and consistent results and specialized instrumentation that can perform more types of testing than our in-house laboratory provides. The contract lab has the certification that allows the Illinois EPA to consider the results valid.

The IEPA offers a laboratory service for water analysis. However, Public Works opts out of the IEPA program because of the price and timeliness of reporting results and because the IEPA laboratory service does not analyze environmental samples that are not part of a regulatory compliance schedule, does not offer sample pickup, does not provide electronic notification of sample receipt and condition, and does not provide excursion alerts. PDC Laboratories is certified to perform the tests that the IEPA laboratory service offers and will perform the environmental sample tests that the IEPA program does not include, provide sample pickup, electronic notifications and excursion alerts. These services that PDC offers help the Public Works Department to address issues in a timely fashion, allowing the City to maintain compliance.

The contract term is from May 1, 2020 to April 30, 2021 but may be extended in one-year increments for up to four extensions, upon mutual agreement, based upon satisfactory performance, as determined by the Public Works Director. In the event the laboratory requires a cost increase, the City reserves the right to solicit quotations and purchase from competitive laboratories for the remainder of the contract period.

City staff is aware of heightened concerns regarding the current COVID-19 pandemic. However, this project is a priority of the City, and staff is recommending it be approved. The purchase is a priority, because approval will allow the City to engage regulatory required testing services that also help guide day-to-day operations, optimize water treatment, and inform managers about the water quality of the lakes and streams that are part of our source water system.

The Water Fund is an Enterprise Fund that generates fees for funding its operations. Water Fund fees are intended/dedicated solely for the support of water services to the City, including infrastructure expenditures, such as the water treatment plant, water mains, and water meters. The use of fund balance (reserves) is common practice for Enterprise Funds, which oftentimes accumulate fund balance to be used for the execution of larger projects/purchases.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: RFP #2020-45 was advertised in The Pantagraph on February 20, 2020, and the RFP opening was held at City Hall at 11:00 am on March 10, 2020.

FINANCIAL IMPACT: If approved, $125,000 will be paid for Lab Services out of the Water Purification-Laboratory Services account (50100130-70070). Stakeholders can locate this in the FY 2021 Proposed Budget Book titled "Other Funds & Capital Improvement" on page 86. Public Works will budget accordingly for future years.

COMMUNITY DEVELOPMENT IMPACT: Goal UEW-1. Provide quality public infrastructure within the City to protect public health, safety and the environment, Objective UEW-1.5. Reliable water supply and distribution system that meets the needs of current and future residents.

Respectfully submitted for Council consideration.

Prepared by: Joe Darter, Property Manager

Reviewed by:

Kevin Kothe, City Engineer 3/30/2020

Chris Tomerlin, Budget Manager 3/31/2020

Jeffrey R. Jurgens, Corporation Counsel 4/6/2020

Tara Henry, Legislative Assistant 4/7/2020

Recommended by:

Tim Gleason, City Manager

Attachments:

- PW 6B Contract_Lab Analytics RFP #2020-45 04132020
- PW 6C Cost Breakdown_Lab Analytics RFP #2020-45 04132020

CITY OF BLOOMINGTON
CONTRACT WITH
PDC Laboratories
FOR
Lab Analytics

THIS AGREEMENT, dated this 13th day of April, 2020, is between the City of Bloomington (hereinafter "CITY") and (hereinafter "CONTRACTOR").

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. **Incorporation of Bid/RFP/RFQ & Proposal Terms.** This work was subject to the following procurement initiative by the CITY:
RFP #2020-45 Lab Analytics (hereinafter "Request")

Accordingly, the provisions of the Request and the proposal submitted by CONTRACTOR (hereinafter collectively referred to as "Procurement Documents" and attached as Exhibit A), shall be incorporated into this Contract and made a part thereof and shall be considered additional contractual requirements that must be met by CONTRACTOR. In the event of a direct conflict between the provisions of this contract and the incorporated documents, the provisions of this contract shall apply.

Section 3. **Description of Services.** CONTRACTOR shall provide the services/work identified in the Procurement Documents, and specifically as follows:
See Exhibit A (See Attached)

Section 4. **Payment.** For the work performed by CONTRACTOR under this Contract, the CITY shall pay CONTRACTOR one of the following:

☐ A flat fee of $_____ as set forth in the Procurement Documents.

☑ Fees as set forth in the Procurement Documents.

Section 5. **Default and Termination.** Either party shall be in default if it fails to perform all or any part of this Contract. 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, whether in law or equity, upon the default or a violation of this Contract. In addition, the prevailing party shall be entitled to reimbursement of attorney's fees and court costs.

Section 6. **Representations of Vendor.** CONTRACTOR hereby represents it is legally able to perform the work that is subject to this Contract.

Section 7. **Assignment.** Neither party may assign this Contract, or the proceeds thereof, without written consent of the other party.

Section 8. **Compliance with Laws.** CONTRACTOR agrees that any and all work by CONTRACTOR shall at all times comply with all laws, ordinances, statutes and governmental rules, regulations and codes.

Section 9. **Compliance with FOIA Requirements**. CONTRACTOR further explicitly agrees to furnish all records related to this Contract and any documentation related to CITY required under an Illinois Freedom of Information Act (ILCS 140/1 et. seq.) ("FOIA") request within five (5) business days after CITY issues notice of such request to CONTRACTOR. CONTRACTOR agrees to not apply any costs or charge any fees to the CITY regarding the procurement of records required pursuant to a FOIA request. CONTRACTOR shall be responsible for any damages/penalties assessed to CITY for CONTRACTOR'S failure to furnish all documentation in CONTRACTOR'S possession responsive and related to a request within five (5) days after CITY issues a notice of a request.

Section 10. **Governing Law.** This Agreement shall be governed by and interpreted pursuant to the laws of the State of Illinois.

Section 11. **Joint Drafting.** The parties expressly agree that this agreement was jointly drafted, and that both had opportunity to negotiate its terms and to obtain the assistance of counsel in reviewing it terms prior to execution. Therefore, this agreement shall be construed neither against nor in favor of either party, but shall construed in a neutral manner.

Section 12. **Attorney 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 attorneys' fees.

Section 13. **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 14. **Counterparts.** This agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute the same instrument.

CITY OF BLOOMINGTON

By: _____
Its City Manager

By: [redacted]
Its PDC Laboratories, Inc.
Director of Client Services

ATTEST:

By: _____
City Clerk

By: Margaret L. Nobiling
Its PDC Laboratories, Inc
Project Assistant

OFFICIAL SEAL
MARGARET L NOBILING
NOTARY PUBLIC-STATE OF ILLINOIS
MY COMMISSION EXPIRES 1-06-2024

Table I

Analyte	Approximate Number of Tests	Unit Cost	Total Cost	Rush Analysis (72 hours
Type of Sampling: Compliance for Drinking Water				
TOC RAW & TP0I	24	24.00	576.00	36.00
SOC	1	810.00	810.00	1215.00
DBP2	32	135.00	4320.00	202.50
NITRATE	52	15.00	780.00	22.50
IOC	1	185.00	185.00	277.50
FLOURIDE	24	17.00	408.00	25.50
2, 4-D **	1	110.00	110.00	165.00
CORROSION CONTROL GROUP	1	100.00	100.00	130.00
VOC*	1	60.00	60.00	100.00
VINYL CHLORIDE *included in VOC	1			
NITRITE	1	15.00	15.00	22.50
ATRAZINE **	3	120.00	360.00	175.00
COPPER	30	12.00	360.00	24.00
LEAD	30	12.00	360.00	24.00
Type of Sampling: Miscellaneous				
Sludge (for land app)	2	262.50	525.00	393.75
DI Water Suitability Test	1	150.00	150.00	225.00
DI Water Trace Metals Test	1	70.00	70.00	105.00
Type of Sampling: Surface Water				
Ammonia	908	15.00	13,620.00	20.00
Nitrate	908	15.00	13,620.00	20.00
Phosphorus, total	908	25.00	22,700.00	30.00
Solids, total suspended	908	10.00	9,080.00	15.00
Solids, total volatile suspended	908	10.00	9,080.00	15.00
Total Kjeldahl Nitrogen	908	35.00	31,780.00	40.00
Chlorophyll a, b, c & pheophytin (samples will be filtered by City)	98	75.00	7,350.00	100.00
Other:				
Annual Project Management Fees			200.00	
Courier Charges - Water Treatment Plant Pickup	Average of 1 pickup per week	18.00	936.00	
Courier Charges Water Division Office Pickup	Average of 1 pickup per week	N/A	N/A	

PDC Laboratories, Inc.
Name of Company

[redacted]
Authorized Signature

**2,4-D/Atrazine – Not charged as long as SOC is required during the same collection monitoring as the SOC test.

Laboratory Analytics Cost Breakdown

Analyte	Approximate Number of Tests	FY20 Cost	FY 20 Total Cost	FY 21 Cost	FY 21 Total Cost	Percent Change
TOC RAW & TP01	24	$ 24.00	$ 576.00	$ 24.00	$ 576.00	0%
SOC	1	$ 810.00	$ 810.00	$ 810.00	$ 810.00	0%
DBP2	32	$ 135.00	$ 4,320.00	$ 135.00	$ 4,320.00	0%
NITRATE	52	$ 15.00	$ 780.00	$ 15.00	$ 780.00	0%
IOC	1	$ 185.00	$ 185.00	$ 185.00	$ 185.00	0%
FLOURIDE	24	$ 17.00	$ 408.00	$ 17.00	$ 408.00	0%
2, 4-D	1	$ 110.00	$ 110.00	$ 110.00	$ 110.00	0%
CORROSION CONTROL GROUP	1	$ 75.00	$ 75.00	$ 100.00	$ 100.00	33%
VOC	1	$ 138.00	$ 138.00	$ 60.00	$ 60.00	-57%
VINYL CHLORIDE (Included with VOC)	1	see above	see abve	see above	see above	see above
NITRITE	1	$ 19.00	$ 19.00	$ 15.00	$ 15.00	-21%
ATRAZINE	4	$ 120.00	$ 480.00	$ 120.00	$ 480.00	0%
COPPER	30	$ 14.00	$ 420.00	$ 12.00	$ 360.00	-14%
LEAD	30	$ 14.00	$ 420.00	$ 12.00	$ 360.00	-14%
Total For Analyte			$ 8,741.00		$ 8,564.00	-2%
Type of Sampling: Miscellaneous						
Sludge (for land app)	2	$ 262.50	$ 525.00	$ 262.50	$ 525.00	0%
DI Water Suitability Test	1	$ 150.00	$ 150.00	$ 150.00	$ 150.00	0%
DI Water Trace Metals Test	1	$ 70.00	$ 70.00	$ 70.00	$ 70.00	0%
Total For Miscellaneous			$ 745.00		$ 745.00	0%
Type of Sampling: Surface Water						
Ammonia	908	$ 13.13	$ 11,922.04	$ 15.00	$ 13,620.00	14%
Nitrate	908	$ 13.88	$ 12,603.04	$ 15.00	$ 13,620.00	8%
Phosphorus, total	908	$ 22.13	$ 20,094.04	$ 25.00	$ 22,700.00	13%
Solids, total suspended	908	$ 9.00	$ 8,172.00	$ 10.00	$ 9,080.00	11%
Solids, total volatile suspended	908	$ 9.00	$ 8,172.00	$ 10.00	$ 9,080.00	11%
Total Kjeldahl Nitrogen	908	$ 31.13	$ 28,266.04	$ 35.00	$ 31,780.00	12%
Chlorophyll a, b, c & pheophytin (samples will be filtered by City)	98	$ 71.24	$ 6,981.52	$ 75.00	$ 7,350.00	5%
Total For Surface Water			$ 96,210.68		$ 107,230.00	11%
Other						
Annual Project Management Fees		$ 200.00	$ 200.00	$ 200.00	$ 200.00	0%
Courier Charges - Water Treatment Plant Pickup	Average of 1 pickup per week	$ 12.00	$ 624.00	$ 18.00	$ 936.00	50%
Courier Charges Water Division Office Pickup	Average of 1 pickup per week	No Bid	No Bid	No Bid	$ -	
Total For Other			$ 824.00		$ 1,136.00	38%
Total for All Charges			**$ 106,520.68**		**$ 117,675.00**	10.47%

CONSENT AGENDA ITEM NO. 7.J

FOR COUNCIL: April 13, 2020

SPONSOR: Public Works Department

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and action to approve a Contract Extension with Diamond Vogel Paint for the period beginning May 1, 2020, and ending April 30, 2021, as provided in the original contract for automatic, one-year increments, for traffic line paint and beads (Bid #2019-22), in the amount not to exceed $75,000, as requested by the Public Works Department.

RECOMMENDED MOTION: The proposed Contract Extension be approved.

STRATEGIC PLAN LINK:
-Goal 2. Upgrade City Infrastructure and Facilities
-Goal 1. Financially Sound City Providing Quality Basic Services

STRATEGIC PLAN SIGNIFICANCE:
-Objective 2a. Better quality roads and sidewalks
-Objective 1d. City services delivered in the most cost-effective, efficient manner

BACKGROUND: Public Works is recommending consideration to approve a contract extension with Diamond Vogel Paint for the period beginning May 1, 2020 and ending April 30, 2021, as provided in the original contract for automatic, one-year increments, for traffic line paint and beads (Bid #2019-22), in the amount not to exceed $75,000. The contract term may be automatically extended in one-year increments for up to three extensions, upon mutual agreement, based upon satisfactory performance, as determined by the Public Works Director. In the event the contractor requires a cost increase, the City reserves the right to solicit quotations and purchase from competitive contractors for the remainder of the contract period. Staff anticipates encumbering $75,000 in FY 2021. The budget in future years will be allocated as needed and after mutual agreement, for up to $94,325.

The Department's Public Service Division utilizes a self-propelled traffic line painting machine purchased in 2012. The Division uses the machine to paint lines on streets, shared lane markings for bicycles, turn lane arrows, high visibility crosswalks, etc. This machine requires the pavement marking beads to be loaded mechanically and the traffic line paint to be drawn from fifty-five (55) gallon drums. Staff created a bid specification in 2019 which allows for the purchase of traffic line paint that can be used with the self-propelled machine and with the walk behind traffic line painting machines used by the division. Staff received two (2) bids at that time, although one bidder could not meet the delivery requirement specifications specifically stated in the scope of work in Bid #2019-22 PW Traffic Paint & Beads, and therefore said bid was deemed unresponsive and not considered. Diamond Vogel, the sole responsive bidder, bid not to exceed $94,325 per year and meets all of the required specifications.

City staff is aware of heightened concerns regarding the current COVID-19 pandemic. However, this expenditure is necessary, because it will enable the City to continue to utilize its traffic line painting machine to paint lines on streets, shared lane markings for bicycles, turn lane arrows, and high visibility crosswalks as part of regular street maintenance. Ensuring that these traffic lines are adequately painted is a safety issue and helps both drivers and pedestrians comply with traffic rules and out of harm's way. The Finance Department is monitoring the financial impact of the pandemic. It has reviewed the costs associated with the project and believes adequate funding is available, given there may be a need to use fund reserves within fund balance guidelines.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Public notice of the bid was published in the Pantagraph on December 18, 2018.

FINANCIAL IMPACT: If the contract extension is approved, a not to exceed amount of $75,000 will be paid out of the Street Maintenance-Traffic Line Paint account (10016120-71096). Stakeholders can locate this in the FY 2021 Proposed Budget Book titled "Budget Overview & General Fund" on page 239.

COMMUNITY DEVELOPMENT IMPACT: Goal UEW-1. Provide quality public infrastructure within the City to protect public health, safety and the environment, Objective UEW-1.1. Maintain the existing City operated infrastructure in good condition by prioritizing maintenance over building new and implementing fees to cover costs; 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 Council consideration.

Prepared by: Colleen Winterland, Superintendent of Streets & Sewers

Reviewed by:

Kevin Kothe, City Engineer 3/30/2020

Carla Murillo, Procurement Manager 3/30/2020

Chris Tomerlin, Budget Manager 3/31/2020

Jeffrey R. Jurgens, Corporation Counsel 4/6/2020

Tara Henry, Legislative Assistant 4/7/2020

Recommended by:

Tim Gleason, City Manager

Attachments:

- PW 10B Original Council Memo And Contract_FY21-FY24 Traffic Line Paint Contract Extension 04132020
- PW 10C Traffic Line Painting Cert Of Liability Insurance
- PW 10D Diamond Vogel Agreement to Extend Contract

CITY OF Bloomington ILLINOIS

CONSENT AGENDA ITEM NO. 7I

FOR COUNCIL: April 8, 2019

SPONSORING DEPARTMENT: Public Works

SUBJECT: Consideration of a Contract with Diamond Vogel Paint, for a one (1) year term beginning May 1, 2019 and ending April 30, 2020, for traffic line paint and beads (Bid #2019-22), in the amount of $94,325, as requested by the Public Works Department.

RECOMMENDATION/MOTION: The Contract with Diamond Vogel Paint, as the lowest responsive bidder, be approved, and the City Manager and Interim City Clerk be authorized to execute the necessary documents.

STRATEGIC PLAN LINK: Goals 1. Financially Sound City Providing Quality Basic Services and 2. Upgrade City Infrastructure and Facilities.

STRATEGIC PLAN SIGNIFICANCE: Objectives 1d. City services delivered in the most cost-effective, efficient manner and 2a. Better quality roads and sidewalks.

BACKGROUND: Public Works is recommending the approval of a one-year contract with Diamond Vogel Paint, beginning May 1, 2019 and ending April 30, 2020, in the amount of $94,325, for traffic line paint and beads. This contract may be automatically extended in one-year increments until April 30, 2024, upon mutual agreement and council approval.

The Department's Public Service Division purchased a new self-propelled traffic line painting machine from E-Z Liner Industries in 2012. This machine requires the pavement marking beads to be loaded mechanically and the traffic line paint to be drawn from fifty-five (55) gallon drums. Staff created a bid specification, which allows for the purchase of traffic line paint to be with the new machine and with the existing walk behind traffic line painting machines. Staff received two (2) bids, although one bidder could not meet the delivery requirement specifications specifically stated in the scope of work in Bid #2019-22 PW Traffic Paint & Beads, and therefore said bid was deemed unresponsive and not considered. Diamond Vogel, the sole responsive bidder, bid $94,325 and meets all of the required specifications.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Public notice of the bid was published in the Pantagraph on December 18, 2018.

FINANCIAL IMPACT: Funds of $77,000 are budgeted in the FY2020 Proposed Budget Street Maintenance Traffic Line Paint account (10016120-71096). If approved, $17,325 will be transferred from the Street Maintenance - Other Supplies account (10016120-71190). Stakeholders can locate these accounts in the FY2020 Proposed Budget Book titled "Budget Overview & General Fund" on page 235.

COMMUNITY DEVELOPMENT IMPACT: N/A

FUTURE OPERATIONAL COST ASSOCIATED WITH NEW FACILITY CONSTRUCTION: N/A

Respectfully submitted for Council consideration.

Prepared By:	Colleen Winterland, Supt. of Streets & Sewers Michael Hill, Management Analyst
Reviewed By:	Robert Yehl, P.E., Assistant Director of Public Works
Finance & Budgetary Review By:	Chris Tomerlin, Budget Manager Scott Rathbun, Finance Director
Legal Review By:	Jeffrey R. Jurgens, Corporation Counsel

Recommended by:

Tim Gleason
City Manager

Attachments:

- PW 2B CONTRACT TRAFFIC LINE PAINT 04082019
- PW 2C EXHIBIT A TRAFFIC LINE PAINT 04082019
- PW 2D BID TAB TRAFFIC LINE PAINT 04082019

Exhibit A

PLEASE USE THIS FORM TO PROVIDE THE VARIANCE FOR ANY ITEMS IN THE SPECIFICATION: (form may be duplicated)

ITEM NUMBER & NAME	SECTION #	VARIANCE

Exhibit A

BID FORM

BID #2019-22

High Durability Latex Traffic Paint, Glass Bead for Pavement Marking Material For The Public Works Department

We, the undersigned, agree to the terms and conditions used by the City of Bloomington, Illinois, at the bid price submitted, and to supply all commodities as required in the requirements and Instructions to Bidders. We further agree to deliver the commodity as outlined with in this document, FOB Bloomington, Illinois, freight prepaid.

The bidder certifies by signature below that it has not been barred from contracting with a unit of State or Local government in the State of Illinois as a result of a violation of Section 33E-3 or 33E-4 of the Criminal Code of 1961, as amended.

We further agree to complete all of the above work in a complete, neat, and workmanlike manner.

DESCRIPTION	AMOUNT
White Pavement Marking Paint (price per gallon x 2500)	$ 30,000.
Yellow Pavement Marking Paint (price per gallon x 3500)	$ 42,000
Pavement Marking Bead Material (price per pound x 47,500)	$ 22,325
Delivery/Shipping Fees (per pallet)	$ 0
Net Price	$ 94,325
Additional Fees if usage exceeds above listed quantities:	
White Pavement Marking Paint (price per gallon)	$ 0
Yellow Pavement Marking Paint (price per gallon)	$ 0
Pavement Marking Bead Material (price per pound)	$ 0
Delivery/Shipping Fees (per pallet)	$ 0

Address of pickup location within Bloomington/Normal: DIAMOND VOGEL PAINT Co
1110 E. OAKLAND AVE BLOOMINGTON, IL 61701

The undersigned understands that any condition above, clarification made to the above, or information submitted on or with this form other than requested may render this bid unresponsive.

DIAMOND VOGEL PAINT Co
Firm

[redacted]
Authorized Signature

1110 E. OAKLAND AVE
Address

BLOOMINGTON IL 61701
City State Zip

309 829-1414
Phone Number

4/9/19
Date

Email Address: JIM.MCAVOY@DIAMONDVOGEL.COM

CITY OF Bloomington ILLINOIS

CITY CLERK
109 EAST OLIVE STREET
BLOOMINGTON, IL 61702-3157
309.434.2240 tel
309.434.2802 fax

RECORD OF BID OPENING FOR:

BID #2019-22
High Durability Latex Traffic Paint, Glass Bead for Pavement Marking Material
For The Public Works Department

DATE: January 10, 2019

TIME: 11:00 a.m.

Rec'd Date/Time & Staff Initials	Bidder's Name	City, State	Mandatory City Documents	Bid Signed	Bid Bond	Add #1	White Paint price per gallon x 2500	Yellow Paint price per gallon x 3500	Beads price per pound x 47500	Delivery per pallet	Net Price	Add'l Yellow Paint price per gallon	Add'l White Paint price per gallon	Add'l Beads Price per pound	Delivery per pallet
01.09.19 alana 10:23am	Ennis-Flint, Inc	Greensboro, NC 27410	✓	✓	✓	✓	30,000	42,000	No Bid	Included	72,000	12	12	No Bid	Included
01.09.19 alana 2:10pm	Diamond Vogel	Blm, IL	✓	✓	✓	✓	30,000	42,000	22,325	0	94,325	0	0	0	0

WITNESSES: Amanda Nelson
Misty Shafer
Colleen J Winterland

*Disclaimer: This is a Bid tabulation for record of the Bid opening. Bids have not been reviewed and have not been presented to council. This does not represent any Award. Prices or options/alternates will not be included on the tabulation.

CITY OF BLOOMINGTON
CONTRACT WITH
Diamond Vogel Paint
FOR
PW Traffic Paint & Beads

THIS AGREEMENT, dated this 8th day of April, 2019, is between the City of Bloomington (hereinafter "CITY") and Diamond Vogel Paint (hereinafter "CONTRACTOR").

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. **Incorporation of Bid/RFP/RFQ & Proposal Terms.** This work was subject to the following procurement initiative by the CITY:
Bid #2019-22 PW Traffic Paint & Beads (hereinafter "Request")

Accordingly, the provisions of the Request and the proposal submitted by CONTRACTOR (hereinafter collectively referred to as "Procurement Documents" and attached as Exhibit A), shall be incorporated into this Contract and made a part thereof and shall be considered additional contractual requirements that must be met by CONTRACTOR. In the event of a direct conflict between the provisions of this contract and the incorporated documents, the provisions of this contract shall apply.

Section 3. **Description of Services.** CONTRACTOR shall provide the services/work identified in the Procurement Documents, and specifically as follows: _____

_____

_____

_____

Section 4. **Payment.** For the work performed by CONTRACTOR under this Contract, the CITY shall pay CONTRACTOR one of the following:

☐ A flat fee of $_____ as set forth in the Procurement Documents.

☑ Fees as set forth in the Procurement Documents.

Section 5. **Default and Termination.** Either party shall be in default if it fails to perform all or any part of this Contract. 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, whether in law or equity, upon the default or a violation of this Contract. In addition, the prevailing party shall be entitled to reimbursement of attorney's fees and court costs.

Section 6. **Representations of Vendor.** CONTRACTOR hereby represents it is legally able to perform the work that is subject to this Contract.

Section 7. **Assignment.** Neither party may assign this Contract, or the proceeds thereof, without written consent of the other party.

Section 8. **Compliance with Laws.** CONTRACTOR agrees that any and all work by CONTRACTOR shall at all times comply with all laws, ordinances, statutes and governmental rules, regulations and codes.

Section 9. **Compliance with FOIA Requirements**. CONTRACTOR further explicitly agrees to furnish all records related to this Contract and any documentation related to CITY required under an Illinois Freedom of Information Act (ILCS 140/1 et. seq.) ("FOIA") request within five (5) business days after CITY issues notice of such request to CONTRACTOR. CONTRACTOR agrees to not apply any costs or charge any fees to the CITY regarding the procurement of records required pursuant to a FOIA request. CONTRACTOR shall be responsible for any damages/penalties assessed to CITY for CONTRACTOR'S failure to furnish all documentation in CONTRACTOR'S possession responsive and related to a request within five (5) days after CITY issues a notice of a request.

Section 10. **Governing Law.** This Agreement shall be governed by and interpreted pursuant to the laws of the State of Illinois.

Section 11. **Joint Drafting.** The parties expressly agree that this agreement was jointly drafted, and that both had opportunity to negotiate its terms and to obtain the assistance of counsel in reviewing it terms prior to execution. Therefore, this agreement shall be construed neither against nor in favor of either party, but shall construed in a neutral manner.

Section 12. **Attorney 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 attorneys' fees.

Section 13. **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 14. **Counterparts.** This agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute the same instrument.

CITY OF BLOOMINGTON

By: _____
Its City Manager

ATTEST:

By: _____
City Clerk

Diamond Vogel Paint

By: [redacted]
Its _____

By: [redacted]
Its _____

Exhibit A

SCOPE OF WORK:

The City of Bloomington is accepting bids for white pavement marking paint, yellow pavement marking paint and glass beads. The City of Bloomington has 800 lane miles to traffic line paint. Personnel assigned to perform traffic painting use approximately 2,500 gallons of white traffic line paint, 3,500 gallons of yellow traffic line paint and 47,500 pounds of glass bead material per fiscal year.

These quantities of paint and glass beads are approximations. These numbers are based on previous years' quantities. These quantities may vary due to weather conditions, equipment malfunctions and additional work per contracts. The City of Bloomington may not require this quantity of paint and bead material during the course of the pavement marking season(s). The quantity approximations in no way limits or guarantees quantities to be purchased.

WHITE & YELLOW PAVEMENT MARKING PAINT SPECIFICATIONS:

1. Shall meet or exceed federal specification TT-P-1952E Type III.
2. Shall be lead free.
3. Shall be water reducible.
4. Suitable for use on concrete, asphalt and cinder type streets.
5. Shall be self-priming.
6. Shall be latex type paint.
7. Shall use Acrylic resin type HD 21.
8. The acrylic resin used for TT-P-1952E Type III shall be a 100% cross linking acrylic as evidenced by infrared peak wave links 1568, 1624, and 1672 cm-1 with intensities equal to those produced by an acrylic resin known to be 100% cross linking.
9. Shall only require the use of water as a cleanup solvent.
10. Shall only require the use of soap and warm water for spill cleanup.
11. Shall only require the use of soap and warm water for the immediate cleanup of hands and tools.
12. Shall provide cleanup instructions for spray equipment to prevent rusting.
13. Shall contain a minimum of 78% solids by weight.
14. Shall contain a minimum of 62% solids by volume.
15. Shall be capable of providing a theoretical coverage area of 994 square feet per gallon of paint.
16. Shall provide surface preparation instructions.
17. Shall have a viscosity of 87 to 95 Krebs Units.
18. Shall have a shelf life of a minimum of one (1) year when properly stored.
19. Shall have a minimum dry film thickness per coat of 10 mils for standard applications and a 16 mils dry film thickness for Hi Build Applications.
20. Shall have a minimum wet film to achieve dry film thickness (DFT) of 16 mils for standard applications and 25 mils for wet film to achieve dry film thickness (DFT) for Hi Build Applications.
21. Shall be capable of providing the following coverage for 4-inch wide line:
    a. 300 feet per gallon for standard applications at 16 mils at wet film thickness (WFT)
    b. 192 Feet per gallon for high build applications at 25 mils at wet film thickness (WFT)
22. Shall have a volatile organic compound (VOC) content of less than 150 grams/liter.
23. Shall have a dry time to be tack free to touch of less than 5 minutes for a temperature of 70 degrees Fahrenheit at 50% relative humidity for a 16 mil wet film thickness (WFT) application
24. Shall have a dry time to be tack free to the touch of less than 10 minutes for a temperature of 70 degrees Fahrenheit at 50% relative humidity for a 25 mil wet film thickness (WFT) application
25. Shall be capable of being applied through a heated system up to temperatures of 140 degrees Fahrenheit.
26. Shall provide all instructions on proper paint thinning procedures.

27. Shall be capable of being applied to appropriate surfaces when the surface temperature is a minimum of 50 degrees Fahrenheit and will remain above 40 degrees Fahrenheit for a minimum of 24 hours after the application of the pavement markings
28. Shall be capable of being applied to slightly damp surfaces.
29. Shall provide information regarding approximate drying time for temperatures above 70 degrees Fahrenheit and relative humidity equal to or greater than 80 degrees Fahrenheit.
30. Paint shall be free of clumps and foreign objects. Vendors shall be responsible for replacing defective paint at their cost.
31. Shall be capable of being applied with conventional sprayers, airless sprayers, brushes or rollers.
32. Shall be provided in 55-gallon drums & 5 gallon pails.
33. Shall specify proper mixing procedures.
34. Shall provide written documentation that material meets or exceeds City of Bloomington specifications.
35. Shall provide two (2) copies of MSDS sheet for each individual product.
36. Shall provide detailed warranty information.

GLASS BEAD SPECIFICATIONS:

The glass beads for the pavement markings shall comply with the Illinois Department of Transportation "STANDARD SPECIFICAITON FOR ROAD AND BRIDGE CONSTRUCTION, ADOPTED JANUARY 1, 2007, ART. 1095.07" as follows:

1095.07 GLASS BEADS FOR PAVEMENT MARKINGS

1. Shall be provided in 2000-lb bags.
2. Shall be palletized upon delivery.
3. Shall provide written documentation that material meets or exceeds City of Bloomington specifications.
4. Shall provide two (2) copies of MSDS sheet for each individual product.
5. Shall provide detailed warranty information.

OTHER SPECIFICATIONS AND DELIVERY:

The City of Bloomington will require delivery to our location at 401 S East Street, Bloomington, IL, 61701. The City of Bloomington **WILL NOT** accept bulk delivery of paint or beads due to storage limitations at the City of Bloomington.

1. **PRICE INCLUDES F.O.B. DESTINATION PREPAID.**
2. At the City of Bloomington's request, The City will pick up 55 gallon drums at the vendor's location.
3. Vendor pick-up locations must be in Bloomington-Normal city limits.
4. Vendor must have a concrete or asphalt testing lot large enough for a City paint truck and walk behind stripers to test on.
5. Vendor Lot must have approach low enough to get paint truck into the lot to load without dragging cone platform (approximate 4" slope).
6. Paint and glass shall be available at vendor location within 24 hours of the City of Bloomington requesting material, excluding weekends and City of Bloomington holidays.
7. Pickup and Delivery of materials shall be between 5:30 am and 3:00 pm Monday through Friday.
8. City will only be able to accept one (1) 2000 lb. bag at a time, not pallets, between 5:30 am & 3:00

pm per City Instructions. This shall be delivered within 24 hours of the City of Bloomington requesting material, to 401 S East Street, Bloomington, IL, 61701.

9. City will only be able to accept two (2) 55 gallon drums that are loaded onto the truck, no additional 55 gallon drums of paint will be stored at this location due to storage limitations. Vendor shall load 55-gallon drums on the City of Bloomington paint equipment at the City or Vendor location per the City's instructions.
10. Vendor shall be able to store 500 gallons of white and 500 gallons of yellow drums.
11. Vendor shall deliver pallets of 5 gallons upon City Request within 24 hours to 401 South East Street, Bloomington, IL, 61701 between 5:30 am & 3:00 pm per City instructions.

PERIOD OF THE CONTRACT:

The contract will be awarded for a one (1) year term that will begin on May 1, 2019 and be valid through April 30, 2020. This agreement may be automatically extended in one-year increments until April 30, 2024, upon mutual agreement. Prices will remain firm throughout the contract period each year. In the event the Bidder requires a price increase, the City shall reserve the right to solicit quotations and purchase from competitive vendors for the remainder of the contract period.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/23/2019

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	CONTACT NAME: Dee Ann Swanson	
North Risk Partners - Bearence	PHONE (A/C, No, Ext): (515) 327-8450	FAX (A/C, No): (515) 327-8457
1045 76th Street, STE 4000	E-MAIL ADDRESS: deeann.swanson@northriskpartners.com	
West Des Moines IA 50266	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : AIG Specialty Insurance Company	26883
INSURED	INSURER B : Sentry Insurance Group	21180
Vogel Paint Inc	INSURER C :	
1110 Albany Place SE	INSURER D :	
PO Box 440	INSURER E :	
Orange City IA 51041-0440	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** 20/21 **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 [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [X] LOC [ ] OTHER:			[redacted]	01/01/2020	01/01/2021	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 1,000,000 $ 500,000 $ 25,000 $ 1,000,000 $ 5,000,000 $ 2,000,000 $
B	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [X] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			[redacted]	01/01/2020	01/01/2021	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) Uninsured motorist	$ 2,000,000 $ $ $ $ 1,000,000
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						COMBINED SINGLE LIMIT EACH OCCURRENCE AGGREGATE $	$ $ $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [ ] If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		[redacted]	01/01/2020	01/01/2021	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000

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

Re: Diamond Vogel Paint Co. dba Diamond Vogel Paints, 1110 E. Oakland Avenue, Bloomington, IL 61701

CERTIFICATE HOLDER

City of Bloomington Office of the City Clerk
109 East Oliver Street
Bloomington IL 61702

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

Craig Bowick

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Re: FY2021 - Traffic Line Paint

Jim McAvoy <Jim.McAvoy@diamondvogel.com>

Tue 3/31/2020 7:05 AM

To: Colleen Winterland <cwinterland@cityblm.org>

Yes we at Diamond Vogel would like to extend our contract to supply the city of Bloomington with marking paint for the year 2020

Sent from my mobile

On Mar 30, 2020, at 2:06 PM, Colleen Winterland <cwinterland@cityblm.org> wrote:

> Jim,
> I need confirmation from you that you are in agreement with the upcoming extention for the Traffic Line Paint Contract.
> This email of your confirmation will be shared with Council to get the purchase approved.
> Thank you,
>
> ***Colleen Winterland***
>
> ***Superintendent of Streets & Sewers***
>
> ***Public Works***
>
> ***(309) 434-2225***
>
> ***<Outlook-krqzbjil.png>***

Websense: Click here to report this email as spam.

CONSENT AGENDA ITEM NO. 7.K

FOR COUNCIL: April 13, 2020

SPONSOR: Public Works Department

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and action to approve a Contract Extension with Henson Disposal for bulk waste disposal, from May 1, 2020, to April 30, 2021, in the amount of $54.65 per ton of bulk waste, as requested by the Public Works Department.

RECOMMENDED MOTION: The proposed Contract Extension be approved.

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

STRATEGIC PLAN SIGNIFICANCE:
-Objective 5a. Well-planned City with necessary services and infrastructure
-Objective 1d. City services delivered in the most cost-effective, efficient manner

BACKGROUND: Public Works is recommending the approval of a contract extension with Henson Disposal for bulk waste disposal, from May 1, 2020, to April 30, 2021, in the amount of $54.65 per ton of bulk waste.

To best recycle the volume of bulk waste that the City produces, it is recommended to go through an IEPA-licensed C&D debris recycling facility. As such, Henson Disposal & Recycling is the only facility of its kind outside of the Chicago metropolitan area and is conveniently located near the corporate limits of the City. This is critical because it keeps down transportation costs of the material.

Henson accepts all Bulk Waste debris, which includes asphalt and wood shingles, wood, drywall and plaster, certain metals, cardboard and paper products, bricks, concrete, rock asphalt, glass, vinyl siding, etc. Many of such materials are popular items already collected at the curb and Citizen Convenience Center by the City. According to the agreement, Henson guarantees that over 75% of what is delivered will be recycled. The remaining unrecyclable waste would then be taken to the landfill for disposal, but the total amount of waste the City disposes of in the landfill has decreased as a result of this agreement.

It is anticipated, based on historic data on bulky tons, that approximately 4,000 to 5,500 tons of bulky waste are collected in each year.

City staff is aware of heightened concerns regarding the current COVID-19 pandemic. However, this expenditure is a priority of the City, and staff is recommending it be approved. The purchase is a priority, because it will allow the City to continue disposal of bulk waste collected from Solid Waste Program users.

The Solid Waste Fund is an Enterprise Fund that generates fees for funding its operations. Solid Waste Fund fees are intended/dedicated solely for the support of solid waste services to the City, including collecting and disposing of garbage, recycling, bulk waste, and brush. The use of fund balance (reserves) is common practice for Enterprise Funds, which oftentimes accumulate fund balance to be used for the execution of larger projects/purchases.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: If the contract extension is approved, the City would pay Henson Disposal, Inc. $54.65 per ton during FY 2021 for the processing of recyclable bulk waste. The FY 2021 Proposed Budget includes $480,000 in the Solid Waste-Bulk Disposal account (5440400-70652). Stakeholders can locate this in FY 2021 Proposed Budget Book titled "Other Funds & Capital Improvement" on page 105.

COMMUNITY DEVELOPMENT IMPACT: N/A

Respectfully submitted for Council consideration.

Prepared by: Joe DeGraeve, Superintendent of Solid Waste

Reviewed by:

Kevin Kothe, City Engineer 3/30/2020

Carla Murillo, Procurement Manager 3/31/2020

Chris Tomerlin, Budget Manager 3/31/2020

Jeffrey R. Jurgens, Corporation Counsel 4/6/2020

Tara Henry, Legislative Assistant 4/7/2020

Recommended by:

Tim Gleason, City Manager

Attachments:

- PW 11B Original Memo and Contract_ FY21 Bulk Waste Contract Extension 04132020
- PW 11C Extension_FY21 Bulk Waste Agreement Extension 04132020
- PW 11D Increase Letter_FY21 Bulk Waste Contract Extension 04132020
- PW 11E Cert of Liability Insurance_FY21 Bulk Waste Contract Extension 04132020
- PW 11F LSJF Bulk Waste Henson FY21

HENSON
DISPOSAL & RECYCLING

P.O. Box 1058
705 N. East St.
Bloomington, IL 61702
USA

Phone: 309-829-5021
Fax: 309-829-5741
Email: hensondisposal@yahoo.com
Website: http://hensondisposal.com

Henson Disposal Inc.

March 14, 2018

Jim Karch, P.E., C.F.M.
Director of Public Works
City of Bloomington
115 E. Washington Street
Bloomington, Il 61702-3157

Dear Mr. Karch:

For the past year, the City of Bloomington has by agreement taken its CND/Bulky Waste debris collected from citizens to the Henson Disposal recycle center. We would request that the agreement be renewed for two years at $51.51 price per ton for year one, and the price of $53.06 per ton for year two.

We confirm that the Henson Disposal recycling center continues to operate a IEPA-licensed Construction and Demolition (CND) debris recycling facility. A copy of the appropriate certificate of insurance is attached. We are proud to help the City of Bloomington increase the recycle rate of material previously taken directly to the local landfill.

Sincerely,

Thomas Kirk

Thomas Kirk
President

CITY OF Bloomington ILLINOIS

CONSENT AGENDA ITEM NO. 7C

FOR COUNCIL: April 10, 2017

SUBJECT: Consideration of approving a Resolution Waiving the Formal Bidding Process and Authorize an Extension of the Agreement with Henson Disposal of Bloomington, IL for the Processing of Recyclable residential Construction and Demolition (C&D) Waste in the amount of $190,000.

RECOMMENDATION/MOTION: That the Resolution and Agreement with Henson Disposal Inc. be approved for three (3) years at $50.01 per ton for the first year for a total of $190,000, with the price per ton for the second and third year being established by mutual agreement prior to the beginning of each year be approved, and the Mayor and City Clerk be authorized to execute the necessary documents.

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

STRATEGIC PLAN SIGNIFICANCE: 5c. Incorporation of "Green Sustainable" concepts into City's development and plans.

BACKGROUND: Recent reports indicate that the McLean County landfill will reach capacity in the near future; possibly as soon as June 2017. As a result, the Solid Waste division of Public Works has been assessing different solutions to both, lower the amount of net waste produced by the City and derive solutions to improve sustainability in current department processes. Today, a significant driver for the City's municipal solid waste (MSW) comes in the form of bulky waste' which is collected at the curb on a biweekly basis from residents. This type of waste includes, but is not limited to: brush, indoor furniture, mattresses, carpet, and construction material (see Section 200.4 of the City Code for a full definition).

In 2014, the City collected roughly 4,930 tons of bulky waste, much of which, excluding brush, eventually made its way into the County landfill. The goal for regional recycling, established in the McLean County Integrated Solid Waste Management Plan, is 40%. The current recycling rate for the entire County, as reported in the McLean County Solid Waste Program 2015 Annual Report, is estimated at 37.7% of regional MSW; numbers for 2016 will be available at the end of Spring 2017. In addition, the Town of Normal has already renewed a similar agreement with Henson Disposal. If the City approves a similar recycling agreement, the Ecology Action Center projects that community-wide recycling n McLean County will increase approximately 40.6% of MSW; surpassing the regional recycling goal.

To best recycle the volume of C&D waste that the City produces, it is recommended to go through an IEPA-licensed C&D debris recycling facility. As such, Henson Disposal & Recycling is the only facility of its kind outside of the Chicago metropolitan area, and is conveniently located within the corporate limits of the City. This is critical because it would keep

transportation costs of the material down. Henson accepts all C&D debris which includes asphalt and wood shingles, wood, drywall and plaster, certain metals, cardboard and paper products, bricks, concrete, rocks, asphalt, glass, vinyl siding, etc. Many of such materials are popular items already collected at the curb by the City. According to the agreement, Henson guarantees that over 75% of what is delivered will be recycled. The remaining unrecyclable waste would then be taken to the landfill for disposal, but the total amount of waste the City would dispose of in the landfill would decrease as a result of this agreement. It is anticipated, based on historic data on bulky tons, that approximately 3,600 tons of bulky waste are collected in one year.

Staff requests that the Agreement with Henson Disposal Inc. be extended for three (3) more years at $50.01 per ton for the first year, with the price per ton for the second and third year being established by mutual agreement prior to the beginning of each year.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED:

FINANCIAL IMPACT: Payment to Henson Disposal Inc. for the processing of recyclable construction and demolition debris in the amount of $50.01 per ton during FY 2018 will be contingent on the adoption of the budget by the Council. If the budget is passed, these payments will be made from Solid Waste - Bulk Disposal account (54404400-70652) for a total of $190,000. Stakeholders can locate this in the Proposed FY 2018 budget book titled "Proposed Other Funds – Volume 2" on page 143.

COMMUNITY DEVELOPMENT IMPACT: *Not applicable*

Link to Comprehensive Plan/Downtown Plan Goals: Not applicable

FUTURE OPERATIONAL COST ASSOCIATED WITH NEW FACILITY CONSTRUCTION: *Not applicable*

Respectfully submitted for Council consideration.

Prepared by:	Maria Basalay, Public Works Office Manager
Reviewed by:	Jim Karch, PE CFM, Director of Public Works
Financial & budgetary review by:	Carla A. Murillo, Budget Manager
Legal review by:	Jeffrey R. Jurgens, Corporation Counsel

Recommended by:

David A. Hales
City Manager

Attachments:

- Resolution
- Agreement
- Henson Disposal Inc. Proposal Letter

CITY OF BLOOMINGTON
CONTRACT WITH
Henson Disposal of Bloomington, IL
FOR
Recycling of Constructions and Demolition Waste

THIS AGREEMENT, dated this 1st day of May, 2017, is between the City of Bloomington (hereinafter "CITY") and Henson Disposal of Bloomington, IL (hereinafter "CONTRACTOR").

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**. CONTRACTOR shall provide the services/work identified on Exhibit A.

Section 3. **Payment.** For the work performed by CONTRACTOR under this Contract, the CITY shall pay CONTRACTOR: ☐ a lump sum amount of $_____; or ☑ the amount(s) set forth in Exhibit B. Invoices shall be due and payable within 45 days of submission.

Section 4. **Default and Termination.** Either party shall be in default if it fails to perform all or any part of this Contract. 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, whether in law or equity, upon the default or a violation of this Contract. In addition, the prevailing party shall be entitled to reimbursement of attorney's fees and court costs.

Section 5. **Indemnification.** To the fullest extent permitted by law, CONTRACTOR 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 CONTRACTOR's operations performed under this Contract, 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 contractors who are directly responsible to CITY. This indemnification shall extend to claims occurring after this Contract 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 Contract.

Section 6. **General Liability Insurance.** CONTRACTOR shall maintain general liability insurance for bodily injury and property damage arising directly from its negligent acts or omissions, with general limits shall be less than $2,000,000.00. Certificates of insurance shall be provided to CITY and CITY shall be named as an additional insured under the policy. Umbrella liability coverage must also be provided in the amount of $4,000,000 for each occurrence, $4,000,000 in aggregate.

Section 7. **Representations of Vendor.** CONTRACTOR hereby represents it is legally able to perform the work that is subject to this Contract.

Section 8. **Assignment.** Neither party may assign this Contract, or the proceeds thereof, without written consent of the other party.

Section 9. **Compliance with Laws.** CONTRACTOR and all work by CONTRACTOR shall at all times comply with all laws, ordinances, statutes and governmental rules, regulations and codes.

Section 10. **Prevailing Wage.** The following shall apply to this contract:

☑ This contract is not for a "public work" and therefore Prevailing Wage does not apply. ***Initial:*** _____ (City) _____ (CONTRACTOR)

☐ This contract calls for the construction of a "public work," within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/.01 et seq. ("the 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 amount for fringe benefits) in the county where the work is performed. The 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 web site for revisions to prevailing wage rates. For information regarding current prevailing wage rates, please refer to the Illinois Department of Labor's website. All contractors and subcontractors rendering services under this contract must comply with all requirements of the Act, including but not limited to, all wage requirements and notice and record keeping duties.
Initial: _____ (City) _____ (CONTRACTOR)

Section 11. Compliance with FOIA Requirements. CONTRACTORfurther explicitly agrees to furnish all records related to this Contract and any documentation related to CITY required under an Illinois Freedom of Information Act (ILCS 140/1 et. seq.) ("FOIA") request within five (5) business days after CITY issues notice of such request to CONTRACTOR. CONTRACTOR agrees to not apply any costs or charge any fees to the CITY regarding the procurement of records required pursuant to a FOIA request. CONTRACTOR 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, or conflicts arising from CONTRACTOR actual or alleged violation of the FOIA, or CONTRACTOR failure to furnish all documentation related to a request within five (5) days after CITY issues notice of a request. Furthermore, should CONTRACTOR request that CITY utilize a lawful exemption under FOIA in relation to any FOIA request thereby denying that request, CONTRACTOR 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. CONTRACTOR 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 CONTRACTOR request to utilize a lawful exemption to CITY.

Section 12. **Governing Law.** This Agreement shall be governed by and interpreted pursuant to the laws of the State of Illinois.

Section 13. Joint Drafting. The parties expressly agree that this agreement was jointly drafted, and that both had opportunity to negotiate its terms and to obtain the assistance of counsel in reviewing it terms prior to execution. Therefore, this agreement shall be construed neither against nor in favor of either party, but shall construed in a neutral manner.

Section 14. Attorney 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 attorneys' fees.

Section 15. 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 16. Term. The term of this Contract shall be:

☐ Until all of the services and/or deliverables required to provided within this Contract are completed.

☑ From one (1) year from the date of execution.

☐ From two (2) years from the date of execution.

☑ Other: From May 1, 2017 to April 30, 2018

The Contract shall also be subject to the following renewal terms, if any: Two (2) additional years, upon mutual agreement of the parties on the price prior to 4/30 of each year.

Notwithstanding anything herein, the provisions in Sections 5 and 11 shall survive termination.

Section 17. Counterparts. This agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute the same instrument.

CITY OF BLOOMINGTON

By: _____
Its City Manager

ATTEST:

By: _____
City Clerk

Henson Disposal of Bloomington, IL

By: [redacted]
Its President

By: [redacted]
Its office manager

EXHIBIT A
SCOPE OF SERVICES / WORK PROVIDED

Henson Disposal of Bloomington, Illinois will accept Construction and Demolition (C&D) waste collected by the City, at its Facility. The C&D waste may include items collected in the residential collection program, City-owned buildings, public spaces, and all other items of whatsoever kind or nature except hazardous waste as defined by Federal Law, special waste as defined by the State of Illinois, white goods, tires, lead/acid batteries, or any other materials which at this time or in the future may not be disposed pursuant to Federal or State statues, rules or regulations (Prohibited Material).

EXHIBIT B
FEES / COMPENSATION

Charges as follow:

$50.01 per ton for the first year (May 1, 2017 through April 30, 2018).

Price per ton for the second and third year will be established by mutual agreement from Henson Disposal and City Council. If both parties do not reach a mutual agreement in regard to the fees, the agreement will be terminated without further obligation of either party.

RESOLUTION NO. 2017 – 11

A RESOLUTION AUTHORIZING WAIVING THE TECHNICAL BIDDING REQUIREMENTS AND APPROVING AN AGREEMENT WITH HENSON DISPOSAL OF BLOOMINGTON, IL FOR THE PROCESSING OF RECYCLING CONSTRUCTION AND DEMOLITION WASTE

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

WHEREAS, the City of Bloomington has in the past disposed of construction and demolition waste ("C&D Waste") collected from residents at the landfill; and

WHEREAS, Henson Disposal of Bloomington, IL has a debris recycling facility in Bloomington, IL and is willing to accept C&D Waste for recycling at $50.01 per ton for the first year, and extend Agreement for up to two more (2) years, with the price per ton for years two and three being established by mutual agreement prior to the beginning of each year; and

WHEREAS, Henson Disposal continues to operate an IEPA-licensed Construction and Demolition debris recycling facility; and

WHEREAS, the City Council determines it is in the best interests of the City to waive the bidding requirements to allow the City to contract with Henson Disposal.

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

That the recitals set forth above are incorporated herein, the bidding requirements waived, and City Manager, or designated representatives, are authorized to secure the Recycling service of Construction and Demolition waste, and are authorized to execute any necessary documents to effectuate the service.

PASSED this 10th day of April 2017.

APPROVED this 11th day of April 2017.

CITY OF BLOOMINGTON

Tari Renner, Mayor

ATTEST:

Cherry L. Lawson, C.M.C., City Clerk

APPROVED AS TO FORM:

Jeffrey R. Jurgens, Corporation Counsel

HENSDIS-01 JWELCHEL

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 6/6/2019

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	CONTACT NAME: Jill Welchel
Snyder Insurance Agency 1 Brickyard Drive Bloomington, IL 61701	PHONE (A/C, No, Ext): (309) 664-1800 FAX (A/C, No): E-MAIL ADDRESS: jill.welchel@insurewithsnyder.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Pioneer Specialty Insurance	
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED

Henson Disposal, Inc.
PO Box 1058
Bloomington, IL 61704

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]	5/26/2019	5/26/2020	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY			[redacted]	5/26/2019	5/26/2020	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY X 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]	5/26/2019	5/26/2020	EACH OCCURRENCE	$ 1,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 1,000,000
	DED X RETENTION $ 10,000							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N			[redacted]	5/26/2019	5/26/2020	X PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) N/A						E.L. EACH ACCIDENT	$ 500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 500,000
							E.L. DISEASE - POLICY LIMIT	$ 500,000

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

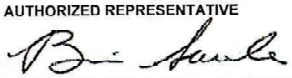
CERTIFICATE HOLDER

City of Bloomington
Public Works Department
PO Box 3157
Bloomington, IL 61702

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



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FIRST AMENDMENT TO CONTRACT FOR BULK WASTE DISPOSAL WITH HENSON DISPOSAL OF BLOOMINGTON, IL

This First Amendment, made and entered into this 1st day of May, 2020, by and between THE CITY OF BLOOMINGTON, ILLINOIS, (hereinafter "CITY'), and HENSON DISPOSAL WITNESSETH that:

WHEREAS, on May 1, 2017, a Contract for Bulk Waste ("Contract") was made between the CITY and HENSON DISPOSAL for disposal of bulk waste.

WHEREAS, the parties desire to amend the Contract, as set forth herein, to dispose of bulk waste from May 1, 2020 until April 30, 2021, at the agreed upon price of $54.65 per ton of bulk waste.

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 Contract. Exhibit B of the Contract shall be amended as follows: $54.65 per ton for the extension period (May 1, 2020 through April 30, 2021).

3. In all other respects the Contract shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment to the Contract for Bulk Waste disposal in duplicate this day and year first above written.

CITY OF BLOOMINGTON

By: _____
Its City Manager

ATTEST

By: _____
Its City Clerk

HENSON DISPOSAL

By: [redacted] _____
Its President

By: _____
Its _____

HENSON
DISPOSAL & RECYCLING

P.O. Box 1058
705 N. East St.
Bloomington, IL 61702
USA

Phone: 309-829-5021
Fax: 309-829-5741
Email: hensondisposal@yahoo.com
Website: http://hensondisposal.com

Henson Disposal Inc.

March 13, 2020

Kevin Kothe
Director of Public Works
City of Bloomington
115 E. Washington Street
Bloomington, Il 61702-3157

Dear Kevin Kothe,

For the past year, the City of Bloomington has by agreement taken its CND/Bulky Waste debris collected from citizens to the Henson Disposal recycle center. We would request that the agreement be renewed for one year at $54.65 price per ton effective April 30, 2020.

We confirm that the Henson Disposal recycling center continues to operate a IEPA-licensed Construction and Demolition (CND) debris recycling facility. A copy of the appropriate certificate of insurance is attached. We are proud to help the City of Bloomington increase the recycle rate of material previously taken directly to the local landfill.

Sincerely,

Thomas Kirk

Thomas Kirk
President

HENSDIS-01 ASHONK

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 3/10/2020

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 Snyder Insurance Agency 1 Brickyard Drive Bloomington, IL 61701	CONTACT NAME: Brian Soule PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS: brian.soule@insurewithsnyder.com
	INSURER(S) AFFORDING COVERAGE — NAIC #
	INSURER A : Pioneer Specialty Insurance
INSURED Henson Disposal, Inc. PO Box 1058 Bloomington, IL 61704	INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :

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 CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:	X		[redacted]	5/26/2019	5/26/2020	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY X SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY			[redacted]	5/26/2019	5/26/2020	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10,000			[redacted]	5/26/2019	5/26/2020	EACH OCCURRENCE AGGREGATE	$ 1,000,000 $ 1,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		[redacted]	5/26/2019	5/26/2020	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 500,000 $ 500,000 $ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Re: BID#2020-37 Street Sweeping Debris Disposal
City of Bloomington is included as an Additional Insured with respect to the General Liability, primary and non-contributory, policy based upon a written contract being in place.

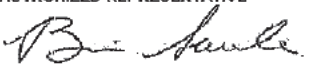
CERTIFICATE HOLDER

City of Bloomington
109 East Olive
Bloomington, IL 61701

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



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LIMITED SOURCE JUSTIFICATION

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

SECTION A –LIMITED SOURCE PURCHASE:

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

Vendor Name & #: Henson Disposal #1243	Amount: $480,000.00	Date: 05/01/2020

Description of item/services:

Bulk Waste Disposal

Justification: Contract Extension for one (1) year.

The City has an established relationship over many years with Henson Disposal for bulk waste disposal. Henson is local which saves significantly on transportation costs and also allows the crews to be able to work more efficiently. Henson accepts a wide variety of material such as asphalt and wood shingles, wood, drywall and plaster, certain metals, cardboard and paper products, bricks, concrete, rock asphalt, glass, vinyl siding, etc. Many of such materials are items frequently collected at the curb by the City allowing the City to be more responsive to the citizens. According to the agreement, Henson guarantees that over 75% of what is delivered will be recycled which promotes the City's goal of reducing landfill. The material taken from bulk pickup to the landfill has decreased as a result of this agreement. It is anticipated, based on historic data on bulky tons, that approximately 5,600 tons of bulky waste are collected in one year. The City staff requests that the bulk waste contract be extended by one year to maintain the City's high level of service at a fair and reasonable cost while supporting the City's goal of reducing landfill waste.

SECTION B - REQUESTER CERTIFICATION: By submitting this request, I attest that the above justification/information is accurate and complete to the best of my knowledge and that I have no personal or business interests relative to this request.

Kevin Kothe Kevin Kothe 3/26/2020

(Name and Signature of Department Director or Designee) Date

SECTION C –TO BE COMPLETED BY PROCUREMENT OFFICE:

Based on the information provided in Section A and attached supporting documents,

I concur ☒ / do not concur ☐ (see below) with purchase to be a Limited Source.

Do not concur for the following reason(s):

Carla A. Muller 3/31/2020

Name and Signature of Purchasing Agent or Designee Date

CONSENT AGENDA ITEM NO. 7.L

FOR COUNCIL: April 13, 2020

SPONSOR: Public Works Department

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and action on a Resolution to Commit to Financial Support and Administration of Funds to Construct the Hamilton Road, Bunn Street to Commerce Parkway, East-West Gap Project with a 2020 BUILD Transportation Discretionary Grant, as requested by the Public Works Department.

RECOMMENDED MOTION: The proposed Resolution be approved.

STRATEGIC PLAN LINK:
-Goal 5. Great Place – Livable, Sustainable City
-Goal 4. Strong Neighborhoods
-Goal 2. Upgrade City Infrastructure and Facilities

STRATEGIC PLAN SIGNIFICANCE:
-Objective 5e. More attractive city: commercial areas and neighborhoods
-Objective 5b. City decisions consistent with plans and policies
-Objective 5a. Well-planned City with necessary services and infrastructure
-Objective 4d. Improved neighborhood infrastructure
-Objective 2a. Better quality roads and sidewalks

BACKGROUND: Public Works is recommending the approval of a Resolution to commit to financial support and administration of funds to construct the Hamilton Road, Bunn Street to Commerce Parkway, east-west gap project, with a 2020 BUILD transportation discretionary grant. The resolution establishes Council support for the grant application as well as committing to financially and administratively support the project and the use of the grant.

Hamilton Road, from Bunn Street to Commerce Parkway, is the remaining street segment needed to provide a continuous east-west transportation corridor south of Veterans Parkway (another remaining segment, Fox Creek from Danbury to Beich, is funded and in the design phase).



The completed project will:

- Complete an essential east-west arterial from Fox Creek Subdivision to 0.5 miles east of Hershey Road;
- Promote multi-modal transportation from residential and recreational areas to employment centers by connecting multi-use trails that run east and west in the area;
- Facilitate infill commercial and residential development as advocated in the

Comprehensive Plan;
- Construct approximately 3,000 feet of new four-lane arterial road between Bunn Street and Commerce Parkway;
- Relocate existing Norfolk Southern Railway (NS) sidings;
- Close the dangerous intersection of Rhodes Lane and US 150 (Morrissey Drive); and
- Construct a new at-grade crossing with NS

On August 28, 2017 Council adopted Resolution 2017-30 to commit the City to fund 20 percent of the project once an Illinois Commerce Commission (ICC) Order (which would approve the railroad plan) is passed. This Resolution was critical to show Norfolk Southern that the City is serious about this project. Discussions with Norfolk Southern have progressed since Council adopted the Resolution. The completion of Phase I design and commencement of Phase II should help these negotiations as well.

On January 14, 2019, Council approved a Professional Services Agreement with Hanson Professional Services for Phase II design of the corridor, in the amount of $557,292.60.

This project is currently funded with Surface Transportation – Urban funds, which are distributed through the Metropolitan Planning Organization (MPO). The MPO is comprised of McLean County, Normal, and Bloomington. If the BUILD grant were awarded to the City, the amount awarded would go back to the MPO to be utilized for different projects in the community. More information about the project can be found at BUILDingBloomington.com.

What is the BUILD Transportation Grant Program?
The Consolidated Appropriations Act, 2020 appropriated $1 billion, available for obligation through September 30, 2022, for National Infrastructure Investments. As with previous rounds, funds for the FY 2020 BUILD Transportation program are to be awarded on a competitive basis for projects that will have a significant local or regional impact.

Funding provided under National Infrastructure Investments have supported capital projects which repair bridges or improve infrastructure to a state of good repair; projects that implement safety improvements to reduce fatalities and serious injuries, including improving grade crossings or providing shorter or more direct access to critical health services; projects that connect communities and people to jobs, services, and education; and, projects that anchor economic revitalization and job growth in communities.

City staff is aware of heightened concerns regarding the current COVID-19 pandemic. However, this agenda item is a continuation of the City's commitment to this project, and staff is recommending it be approved. Support of this resolution and a successful grant award will bring new funding into our community.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: N/A

COMMUNITY DEVELOPMENT IMPACT: Goal UEW-1. Provide quality public infrastructure within the City to protect public health, safety and the environment, Objective UEW-1.1. Maintain the existing City operated infrastructure in good condition by prioritizing maintenance over building new and implementing fees to cover costs; 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.

Respectfully submitted for Council consideration.

Prepared by: Michael Hill, Management Analyst

Reviewed by:

Kevin Kothe, City Engineer 3/30/2020

Chris Tomerlin, Budget Manager 3/30/2020

Jeffrey R. Jurgens, Corporation Counsel 4/3/2020

Tara Henry, Legislative Assistant 4/7/2020

Recommended by:

Tim Gleason, City Manager

Attachments:

- PW 5B Resolution_BUILD 2020 Grant Support Resolution

RESOLUTION NO. 2020 - ___

A RESOLUTION TO COMMIT TO FINANCIAL SUPPORT AND ADMINISTRATION OF FUNDS TO CONSTRUCT THE HAMILTON ROAD, BUNN STREET TO COMMERCE PARKWAY, EAST-WEST GAP PROJECT WITH A 2020 BUILD TRANSPORTATION DISCRETIONARY GRANT

WHEREAS, the Better Utilizing Investments to Leverage Development, or BUILD Transportation Discretionary Grant program, provides a unique opportunity for the United States Department of Transportation (DOT) to invest in road, rail, transit and port projects that promise to achieve national objectives; and

WHEREAS, the Bloomington City Council is supportive of applying to the 2020 BUILD Transportation Discretionary Grant Program to construct the Hamilton Road, Bunn Street to Commerce Parkway, East-West Gap Project, for a total cost of $7,750,000, with a grant request of $5,425,000 and a local match of $2,325,000; and

WHEREAS, the City of Bloomington is dedicated to responsible project administration, including timely bid letting and oversight of design and construction; and

WHEREAS, it is the finding of the Bloomington City Council that the decision to approve this Resolution is in the best interest of the City of Bloomington and in furtherance of its Strategic Plan and Comprehensive Plan;

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

SECTION 1. That the Bloomington City Council is committed to appropriating $5,425,000 in funds with a $2,325,000 local match to construct the Hamilton Road, Bunn Street to Commerce Parkway, East-West Gap Project with a 2020 BUILD Transportation Discretionary Grant.

SECTION 2. That the City of Bloomington is committed to administering the project, should the aforementioned grant be awarded, including ensuring bid letting is timely, and overseeing design and construction.

PASSED this 13th day of April 2020.

APPROVED this ___ day of April 2020.

CITY OF BLOOMINGTON

_____
Tari Renner, Mayor

ATTEST

_____
Leslie Smith-Yocum, City Clerk

CONSENT AGENDA ITEM NO. 7.M

FOR COUNCIL: April 13, 2020

SPONSOR: Public Works Department

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and action on a Resolution Authorizing a Change Order in the amount of $19,935.37 to the Hamilton Road Water Tower Rehabilitation Design and Observation Contract Between the City of Bloomington and Farnsworth Group, Inc., as requested by the Public Works Department.

RECOMMENDED MOTION: The proposed Resolution and Change Order be approved.

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

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

BACKGROUND: Public Works is recommending the approval of a change order in the amount of $19,935.37 to the Professional Services Contract with Farnsworth Group, Inc., for the Hamilton Road Water Tower (also known as Hamilton Elevated Tank) Rehabilitation design and observation.

On March 25, 2019 Council approved a Professional Services Contract with Farnsworth for the design and observation for the Hamilton Elevated Tank Rehabilitation in the amount of $69,467.22. This contract currently has 150 hours of observation included. Farnsworth is recommending an additional 130 hours of observation be added for a total of 280 hours. The 280 hours will amount to approximately 20 hours per week during the anticipated 3 1/2 months of onsite construction. A new purchase order will be issued for the additional $19,935.37 if approved.

Due to the considerable difference in bid amounts, and after review with Farnsworth, staff is recommending that the additional hours be added to the contract. The additional hours will allow Farnsworth to closely monitor progress and address any issues that may arise during construction. In addition, the Hamilton Elevated Tank Rehabilitation project has a very specific time frame that work can be completed to ensure the greatest quality of the paint coating. These hours will help to ensure that Farnsworth has sufficient observation hours available, thus ensuring the contractor meets all the specification requirements and time frames included in the contract documents.

City staff is aware of heightened concerns regarding the current COVID-19 pandemic. However, this project is a priority of the City, and staff is recommending it be approved. The project is a priority, because the condition of Hamilton Elevated Tank has deteriorated to a point where the repairs (see separate council memo for rehabilitation contract) are needed at this time. Delay of this project may cause an impact to system operations and

water quality.

The Water Fund is an Enterprise Fund that generates fees for funding its operations. Water Fund fees are intended/dedicated solely for the support of water services to the City, including infrastructure expenditures, such as the water treatment plant, water mains, and water meters. The use of fund balance (reserves) is common practice for Enterprise Funds, which oftentimes accumulate fund balance to be used for the execution of larger projects/purchases.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: If the change order for $19,935.37 is approved, payment will be made from the Water Transmission & Distribution-Other Professional & Technical Services account (50100120-70220). This is where the original contract was awarded and is being paid. Stakeholders can locate this in the FY 2020 Budget Book titled "Other Funds & Capital Improvement" on page 116.

COMMUNITY DEVELOPMENT IMPACT: N/A

Respectfully submitted for Council consideration.

Prepared by: Aaron Kinder, Superintendent of Mechanical Maintenance

Reviewed by:

Kevin Kothe, City Engineer 3/30/2020

Carla Murillo, Procurement Manager 3/31/2020

Chris Tomerlin, Budget Manager 3/31/2020

Jeffrey R. Jurgens, Corporation Counsel 4/3/2020

Tara Henry, Legislative Assistant 4/8/2020

Recommended by:

Tim Gleason, City Manager

Attachments:

- PW 8B Resolution_FY20 Hamilton Road Water Tower Contract Change Order 04132020
- PW 8C Agreement_FY20 Hamilton Road Water Tower Contract Change Order 04132020
- PW 8D Change Order FY20 Hamilton Road Tank 1738

RESOLUTION NO. 2020 - ___

A RESOLUTION AUTHORIZING A CHANGE ORDER IN THE AMOUNT OF $19,935.37 TO THE HAMILTON ROAD WATER TOWER REHABILITATION DESIGN AND OBSERVATION CONTRACT BETWEEN THE CITY OF BLOOMINGTON AND FARNSWORTH GROUP, INC.

WHEREAS, the City of Bloomington has previously authorized a contract with Farnsworth Group, Inc., for the design and observation work for the Hamilton Road Water Tower Rehabilitation (March 25, 2019, Consent Agenda Item No. 7E); and

WHEREAS, it is desired to proceed with additional observation by extending the Farnsworth Group, Inc. current proposal through a change order for a total contract amount of $89,402.60 with the additional $19,935.37 being issued on a new purchase order; and

WHEREAS, it is the finding of the City Council that the decision to approve the change order is in the best interest of the City of Bloomington;

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 secure the Change Order, and any other necessary documents to effectuate the purchase.

PASSED this 13th day of April 2020.

APPROVED this ___ day of April 2020.

CITY OF BLOOMINGTON

_____
Tari Renner, Mayor

ATTEST

_____
Leslie Smith-Yocum, City Clerk

Farnsworth GROUP

AGREEMENT FOR PROFESSIONAL SERVICES
COST PLUS FIXED FEE

This Agreement is effective this 25th day of March in the year 2019, between Farnsworth Group, Inc., hereinafter referred to as FARNSWORTH GROUP, of 2709 McGraw Drive, Bloomington, IL 61704, and the of City of Bloomington, hereinafter referred to as CLIENT, of 109 East Olive, Bloomington, IL 61701.

By signing this Agreement, CLIENT retains FARNSWORTH GROUP to provide professional services in connection with the "**City of Bloomington Hamilton Road Water Tower Rehabilitation**" hereinafter referred to as PROJECT.

The scope of construction for this project is generally described as the following:

1. Elevated water storage tank interior and exterior tank and pedestal coatings rehabilitation;
2. The large check valve and solenoid valve within the Control Room are to be removed and replaced with spool pipe, cleaned and painted;
3. Control room pipe coating rehabilitation;
4. Installation of a passive style tank mixing system;
5. Installation of a cathodic protection system (CPS);
6. Replace the existing handrail and antenna mounts with a reinforced perimeter handrail and antenna mounts;
7. Add additional frost-free vent atop roof, replace roof access hatch to wet area;
8. The overflow "gooseneck" within the tank interior wet area is to be replaced with an overflow weir box configuration;
9. Specify the required, associated waste material handling, removal, testing and manifesting; and
10. Tank disinfection.

By this Agreement:

A. The scope of FARNSWORTH GROUP's services on the PROJECT is as follows:

   1. Review CLIENT's and FARNSWORTH GROUP'S existing data, maps, plans and other information pertaining to the PROJECT. CLIENT shall provide such information upon approval of this agreement.
   2. Conduct site visit of the PROJECT location to verify design scope.
   3. Develop a sequence of construction to achieve rehabilitation, disinfection, and testing with minimal interruption of service to customers.
   4. Assist the CLIENT in planning for water distribution system operation without the Hamilton Road Water Tower in service; CLIENT is expected to install new VFDs, motors, system pressure relief valves, and SCADA programming as necessary to maintain service during the construction of the PROJECT. Conduct up to three (3) meetings for the purpose of creating a plan for the water operations during

the PROJECT construction which the CLIENT will implement prior and during construction of the PROJECT. These meetings may occur concurrently with other design phase meetings.

5. Prepare permit documents for the following entities: Illinois Environmental Protection Agency (IEPA) for Construction Permit.
6. Prepare bidding and construction documents for CLIENT's use in bid letting.
7. Assist CLIENT with questions from prospective bidder's during the CLIENT's bid letting.
8. Conduct three (3) Design Phase CLIENT coordination meetings. The first meeting is planned to be an initial project coordination meeting to define and clarify CLIENT's requirements, obtain available data and information, and discuss alternatives and evaluation with City staff. The second meeting is planned to review 50% bid documents with City staff. The third meeting is planned to review 90% bid documents with City staff.
9. Attend the bid opening and assist with the Award Recommendation letter to the City Council.
10. Site visits and observation of rehabilitation activities of the Contractor(s) estimated at approximately 33 visits. Abbreviated observation reports and digital pictures will be prepared for each visit to the site.
11. Periodic progress updates will be provided to the CLIENT.

B. PROJECT deliverables and estimated schedule for FARNSWORTH GROUP's services on the PROJECT is as follows:

1. Progress submittal (50%) which is to consist of a memo of understanding of the project requirements and meeting with CLIENT staff.
2. Progress submittal (90%) of bidding documents, and cost opinion to be submitted to CLIENT in Adobe PDF format within 60 days of agreement execution.
3. Final submittal of bidding documents, cost opinion, and operational plan to be submitted to CLIENT in Adobe PDF format within 30 days of receipt of 90% review comments from CLIENT.
4. Permit documents to be submitted to CLIENT in Microsoft Word and Adobe PDF format along with final submittal of plans and bidding documents.

C. General Administration of Construction Contract: Consult with CLIENT and act as CLIENT's representative as provided in the Construction Contact. The extent and limitations of the duties, responsibilities, and authority of Engineer as assigned in the Construction Contract shall not be modified, except as Engineer may otherwise agree in writing. **Engineer shall have authority to act on behalf of CLIENT in dealings with Contactor** to the extent provided in this Agreement and the Construction Contract except as otherwise provided in writing.

1. Pre-Construction Conference: Participate in a Pre-Construction Conference prior to commencement of Work at the Site.

2. Visits to Site and Observation of Construction: In connection with observations of Contractor's Work while it is in progress:

    a. Make visits to the Site at intervals appropriate to the various stages of construction, as Engineer deems necessary, to observe as an experienced and qualified design professional the progress of Contractor's executed Work. Such visits and observations by Engineer, and the Resident Project

Representative, if any, are not intended to be exhaustive or to extend to every aspect of Contractor's Work in progress or to involve detailed inspections of Contractor's Work in progress beyond the responsibilities specifically assigned to Engineer in this Agreement and the Contract Documents, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on Engineer's exercise of professional judgment, as assisted by the Resident Project Representative, if any. Based on information obtained during such visits and observations, Engineer will determine in general if the Work is proceeding in accordance with the Contract Documents, and Engineer shall keep CLIENT informed of the progress of the Work.

b. The purpose of Engineer's visits to, and representation by the Resident Project Representative, if any, at the Site, will be to enable Engineer to better carry out the duties and responsibilities assigned to and undertaken by Engineer during the Construction Phase, and, in addition, by the exercise of Engineer's efforts as an experienced and qualified design professional, to provide for CLIENT a greater degree of confidence that the completed Work will conform in general to the Contract Documents and that Contractor has implemented and maintained the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents. Engineer shall not, during such visits or as a result of such observations of Contractor's Work in progress, supervise, direct, or have control over Contractor's Work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by Contractor, for security or safety at the Site, for safety precautions and programs incident to Contractor's Work, nor for any failure of Contractor to comply with Laws and Regulations applicable to Contractor's furnishing and performing the Work. Accordingly, Engineer neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish or perform the Work in accordance with the Contract Documents.

3. Defective Work: Reject Work if, on the basis of Engineer's observations, Engineer believes that such Work (a) is defective under the standards set forth in the Contract Documents, (b) will not produce a completed Project that conforms to the Contract Documents, or (c) will imperil the integrity of the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.

4. Clarifications and Interpretations; Field Orders: Issue necessary clarifications and interpretations of the Contract Documents as appropriate to the orderly completion of Contractor's work. Such clarifications and interpretations will be consistent with the intent of and reasonably inferable from the Contract Documents. Subject to any limitations in the Contract Documents, Engineer may issue field orders authorizing minor variations in the Work from the requirements of the Contract Documents.

5. Change Orders and Work Change Directives: Recommend change orders and work change directives to CLIENT, as appropriate, and prepare change orders and work change directives as required.

6. Shop Drawings and Samples: Review and approve or take other appropriate action in respect to Shop Drawings and Samples and other data which Contractor is required to submit, but only for conformance with the information given in the Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences, quantities, or procedures of construction or to safety precautions and programs incident thereto.

7. Inspections and Tests: Require such special inspections or tests of Contractor's work as deemed reasonably necessary, and receive and review all certificates of inspections, tests, and approvals required by Laws and Regulations or the Contract Documents. Engineer's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Contract Documents. Engineer shall be entitled to rely on the results of such tests.

8. Disagreements between CLIENT and Contractor: Render formal written decisions on all duly submitted issues relating to the acceptability of Contractor's work or the interpretation of the requirements of the Contract Documents pertaining to the execution, performance, or progress of Contractor's Work; review each duly submitted Claim by CLIENT or Contractor, and in writing either deny such Claim in whole or in part, approve such Claim, or decline to resolve such Claim if Engineer in its discretion concludes that to do so would be inappropriate. In rendering such decisions, Engineer shall be fair and not show partiality to CLIENT or Contractor and shall not be liable in connection with any decision rendered in good faith in such capacity.

9. Applications for Payment: Based on Engineer's observations as an experienced and qualified design professional and on review of Applications for Payment and accompanying supporting documentation:

    a. Determine the amounts that Engineer recommends Contractor be paid. Such recommendations of payment will be in writing and will constitute Engineer's representation to CLIENT, based on such observations and review, that, to the best of Engineer's knowledge, information and belief, Contractor's Work has progressed to the point indicated, the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents, and to any other qualifications stated in the recommendation), and the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe Contractor's Work. In the case of unit price work, Engineer's recommendations of payment will include final determinations of quantities and classifications of Contactor's Work (subject to any subsequent adjustments allowed by the Contract Documents).

    b. By recommending any payment, Engineer shall not thereby be deemed to have represented that observations made by Engineer to check the quality or

quantity of Contractor's Work as it is performed and furnished have been exhaustive, extended to every aspect of Contractor's Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in this Agreement and the Contract Documents. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment including final payment will impose on Engineer responsibility to supervise, direct, or control Contractor's Work in progress or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto, or Contractor's compliance with Laws and Regulations applicable to Contractor's furnishing and performing the Work. It will also not impose responsibility on Engineer to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, or to determine that title to any portion of the Work in progress, materials, or equipment has passed to CLIENT free and clear of any liens, claims, security interests, or encumbrances, or that there may not be other matters at issue between CLIENT and Contractor that might affect the amount that should be paid.

10. Contractor's Completion Documents: Receive, review, and transmit to CLIENT maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance required by the Contract Documents, certificates of inspection, tests and approvals, shop drawings, samples and other approved data, and transmit the annotated record documents which are to be assembled by Contractor in accordance with the Contract Documents to obtain final payment.

11. Substantial Completion: Promptly after notice from Contractor that Contractor considers the entire Work ready for its intended use, in company with CLIENT and Contractor, visit the Project to determine if the Work is substantially complete.

12. Additional Tasks: Perform or provide the following additional Construction Phase tasks or deliverables:
    a. Not used.

13. Final Notice of Acceptability of the Work: Conduct a final visit to the Project to determine if the completed Work of Contactor is acceptable so that Engineer may recommend, in writing, final payment to Contractor.

14. Duration of Construction Phase: The Construction Phase will commence with the execution of the first Construction Contract for the Project or any part thereof and will terminate upon written recommendation by Engineer for final payment to Contractor(s). Subject to the provisions of this agreement, Engineer shall be entitled to an equitable increase in compensation if Construction Phase services (including Resident Project Representative services, if any) are required after the original date for completion and readiness for final payment of Contractor as set forth in the Construction Contract.

15. Limitation of Responsibilities: Engineer shall not be responsible for the acts or omissions of any Contractor, Subcontractor or Supplier, or other individuals or entities performing or furnishing any of the Work, for safety or security at the Site, or for safety precautions and programs incident to Contractor's Work, during the

Construction Phase or otherwise. Engineer shall not be responsible for the failure of any Contractor to perform or furnish the Work in accordance with the Contract Documents.

D. CLIENT agrees to compensate FARNSWORTH GROUP for providing the above scope of services and expenses as follows:

1. Method of Compensation: Cost Plus Fixed Fee

   Total Compensation = DL+IHDC+(OH)(DL)+FF+ODC+SBO

   Where: FF = Fixed Fee calculated based on 15.0%[DL+R(DL)+OH(DL)+IHDC]

   Where: DL = Direct Labor
   IHDC = In-House Direct Costs
   OH = FARNSWORTH GROUP's Actual Overhead Factor
   R = Complexity Factor
   ODC = Outside Direct Costs
   SBO = Services by Others

2. An amount equal to Direct Labor Costs plus overhead for the services of FARNSWORTH GROUP's personnel engaged directly on the PROJECT of **$55,775.52** plus Reimbursable Expenses of **$2,470.00**, plus FARNSWORTH GROUP's Sub-Consultant's charges, if any, of **$3,000**, plus a Fixed Fee of **$8,222.10**. The total compensation for services shall be a Maximum Not-to-Exceed amount of **$69,467.22** based on the Cost Estimate and Man-Hour Breakdown attached as Appendix 1.

3. FARNSWORTH GROUP's Reimbursable Expenses Schedule is attached as Appendix 2.

4. FARNSWORTH GROUP may alter the distribution of compensation between the individual tasks of the work noted to be consistent with services actually rendered, but shall not exceed the total compensation amount unless approved by the CLIENT.

5. The total compensation for FARNSWORTH GROUP's services incorporates all labor, overhead, fixed fees, reimbursable expenses, and FARNSWORTH GROUP's Consultant's charges.

6. The portion of the amounts billed for FARNSWORTH GROUP's services will be based on the applicable Direct Labor Costs for the cumulative hours charged to the PROJECT during the billing period by FARNSWORTH GROUP's employees plus overhead, Reimbursable Expenses, FARNSWORTH GROUP's Consultant's charges, and the proportionate portion of the Fixed Fee.

7. Direct Labor Costs means salaries and wages paid to employees but does not include payroll-related costs or benefits.

8. Overhead includes the cost of customary and statutory benefits including, but not limited to, social security contributions, unemployment, excise and payroll taxes,

workers' compensation, health and retirement benefits, bonuses, sick leave, vacation, and holiday pay applicable thereto; the cost of general and administrative overhead which includes salaries and wages of employees engaged in business operations not directly chargeable to projects, plus non-Project operating costs, including but not limited to, business taxes, legal, rent, utilities, office supplies, insurance, and other operating costs. Overhead shall be computed as a percentage of Direct Labor Costs. Fixed Fee is the lump sum amount paid to FARNSWORTH GROUP by the CLIENT as a margin or profit and will only be adjusted by an amendment to this agreement.

9. Direct Labor Costs and Overhead applied to Direct Labor Costs along with the Maximum Not-to-Exceed Fee will be adjusted annually (as of April 2nd) to reflect equitable changes in the compensation payable to FARNSWORTH GROUP.

10. Compensation for Reimbursable Expenses

    a. CLIENT shall pay FARNSWORTH GROUP for all Reimbursable Expenses at rates set forth in Appendix 2.

    b. Reimbursable Expenses include the following categories: transportation and subsistence incidental thereto; providing and maintaining field office facilities including furnishings and utilities; toll telephone calls and mobile phone charges, reproduction of reports, drawings, specifications, bidding documents, and similar PROJECT-related items in addition to those required in Paragraph A for the scope of services above. In addition, if authorized in advance by the CLIENT, Reimbursable Expenses will also include expenses incurred for the use of highly specialized equipment.

    c. The amounts payable to FARNSWORTH GROUP for Reimbursable Expenses will be the PROJECT-related internal expenses actually incurred or allocated by FARNSWORTH GROUP, plus all invoiced external Reimbursable Expenses allocable to the PROJECT, the latter multiplied by a factor of **1.10**.

    d. The Reimbursable Expenses Schedule will be adjusted annually (as of January 1st) to reflect equitable changes in the compensation payable to FARNSWORTH GROUP.

11. Other Provisions Concerning Payment

    a. Whenever FARNSWORTH GROUP is entitled to compensation for the charges of FARNSWORTH GROUP's Sub-Consultants, those charges shall be the amounts billed by Sub-Consultants to FARNSWORTH GROUP times a factor of **1.10**.

    b. Factors: The external Reimbursable Expenses and FARNSWORTH GROUP's Sub-Consultant's factors include FARNSWORTH GROUP's overhead and profit associated with FARNSWORTH GROUP's responsibility for the administration of such services and costs.

    c. Compensation Amounts:

i. FARNSWORTH GROUP's fee amounts that will become payable for specified services are only estimates for planning purposes for establishment of the not-to-exceed maximum fee amount under the Agreement.

ii. When compensation amounts have been stated herein and it subsequently becomes apparent to FARNSWORTH GROUP that the total compensation amount thus estimated will be exceeded, FARNSWORTH GROUP shall give the CLIENT notice thereof, allowing the CLIENT to consider its options, including suspension or termination of FARNSWORTH GROUP's services for CLIENT's convenience. Upon notice, the CLIENT and FARNSWORTH GROUP promptly shall review the matter of services remaining to be performed and compensation for such services. The CLIENT shall either exercise its right to suspend or terminate FARNSWORTH GROUP's services for the CLIENT's convenience, agree to such compensation exceeding said maximum fee amount, or agree to a reduction in the remaining services to be rendered by FARNSWORTH GROUP, so that total compensation for such services will not exceed said maximum fee amount when such services are completed. If the CLIENT decides not to suspend FARNSWORTH GROUP's services during negotiations and FARNSWORTH GROUP exceeds the maximum fee amount before the CLIENT and FARNSWORTH GROUP have agreed to an increase in the compensation due FARNSWORTH GROUP or a reduction in the remaining services, then FARNSWORTH GROUP shall be paid for all services rendered hereunder.

d. To the extent necessary to verify FARNSWORTH GROUP's charges and upon the CLIENT's timely request, FARNSWORTH GROUP shall make copies of such records available to the CLIENT at cost.

The attached General Conditions are incorporated into and made a part of this Agreement.

CLIENT and FARNSWORTH GROUP hereby agree to and accept the terms and conditions stated above, including those stated in the attached General Conditions.

Farnsworth Group, Inc. FARNSWORTH GROUP	City of Bloomington CLIENT
[redacted] Signature	Signature
Joseph M. Mikulecky Typed Name	Tim Gleason Typed Name
Engineering Manager Title	City Manager Title
1/17/2019 Date	4-8-19 Date
[redacted] Witness Signature (if required)	Witness Signature (if required)
Robert C. Kohlhase Typed Name	Leslie Yocum Typed Name
Principal Title	Interim City Clerk Title
1/18/2019 Date	04/08/19 Date
Joe Mikulecky Principal Contact Typed Name	Aaron Kinder Principal Contact Typed Name
jmik@f-w.com, (309) 663-8435, (309) 530-8008 Contact Information (e-mail, phone, etc.)	(309) 434-2156, akinder@cityblm.org Contact Information (e-mail, phone, etc.)

Farnsworth GROUP

GENERAL CONDITIONS
As modified for City of Bloomington Contracts per July 27, 2015 Communication with City Corporate Counsel Jeff Jurgens

Date: January, 2019
Client: City of Bloomington

Project: Hamilton Road Water Tower Rehabilitation

Reference Conditions: Farnsworth Group, Inc. will hereinafter be referred to as FARNSWORTH GROUP, the above referenced Client will be referred to as CLIENT, and the above referenced Project will hereinafter be referred to either as PROJECT or by abbreviation as above set forth. FARNSWORTH GROUP is defined as including Farnsworth Group, Inc. and its subsidiaries, affiliates, contractors, subcontractors and agents, including their respective officers, directors, employees, successors and assigns.

Entire Agreement: This Agreement is the entire Agreement between CLIENT and FARNSWORTH GROUP. It supersedes all prior communications, understandings and agreements, whether written or oral. Both parties have participated fully in the preparation and revision of this Agreement, and each party and its counsel have reviewed the final document. Any rule of contract construction regarding ambiguities being construed against the drafting party shall not apply in the interpreting of the Agreement, including any Section Headings or Captions. Amendments to this Agreement must be in writing and signed by both CLIENT and FARNSWORTH GROUP.

Modification to the Agreement: CLIENT or FARNSWORTH GROUP may, from time to time, request modifications or changes in the scope of services to be performed hereunder. Such changes, including any increase or decrease in the amount of FARNSWORTH GROUP's compensation, to which CLIENT and FARNSWORTH GROUP mutually agree shall be incorporated in this Agreement by a written amendment to the Agreement.

Severability: If any term or provision of this Agreement is held to be invalid or unenforceable under any applicable statute or rule of law, such holding shall be applied only to the provision so held, and the remainder of this Agreement shall remain in full force and effect.

Waiver: No waiver by either party of any breach, default, or violation of any term, warranty, representation, agreement, covenant, condition, or provision hereof shall constitute a waiver of any subsequent breach, default, or violation of the same or any other term, warranty, representation, agreement, covenant, condition, or provision hereof. All waivers must be in writing.

Survival: Notwithstanding completion or termination of the Agreement for any reason, all rights, duties, obligations of the parties to this Agreement shall survive such completion or termination and remain in full force and effect until fulfilled.

Governing Law: This Agreement shall be governed by and interpreted pursuant to the laws of the State of Illinois.

Compliance with Law: In the performance of services to be provided hereunder, FARNSWORTH GROUP and CLIENT agree to comply with applicable federal, state, and local laws and ordinances and lawful order, rules, and regulations of any constituted authority.

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

Standard of Care: Services performed by FARNSWORTH GROUP under this Agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions. No other representation expressed or implied, and no warranty or guarantee is included or intended in this Agreement, or in any report, opinion, document or otherwise.

Statutes of Repose and Limitation: All legal causes of action between the parties to this Agreement shall accrue and any applicable statutes of repose or limitation shall begin to run not later than the date of Substantial Completion. If the act or failure to act complained of occurs after the date of Substantial Completion, then the date of final completion shall be used, but in no event shall any statute of repose of limitation begin to run any later than the date FARNSWORTH GROUP's services are completed or terminated.

Assignment: Neither party to this Agreement shall transfer or assign any rights under or interest in this Agreement, including but not limited to monies that are due or monies that may become due, without the written consent of the other party.

Precedence: These General Conditions shall take precedence over any inconsistent or contradictory provisions contained in any proposal, contract, purchase order, requisition, notice to proceed, or like document regarding FARNSWORTH GROUP's services.

Dispute Resolution: In an effort to resolve any conflicts that arise during the performance of professional services for PROJECT or following completion of PROJECT, CLIENT and FARNSWORTH GROUP agree that all disputes between them arising out of or relating to the Agreement or PROJECT shall first be negotiated between senior officers of CLIENT and FARNSWORTH GROUP for up to 30 days before being submitted to mediation. In the event negotiation and mediation are not successful, either CLIENT or FARNSWORTH GROUP may seek a resolution in any state or federal court that has the required jurisdiction within 180 days of the conclusion of mediation.

Timeliness of Performance: FARNSWORTH GROUP will begin work under this Agreement upon receipt of a fully executed copy of this Agreement. CLIENT and FARNSWORTH GROUP are aware that many factors outside FARNSWORTH GROUP's control may affect FARNSWORTH GROUP's ability to complete the services to be provided under this Agreement. FARNSWORTH GROUP will perform these services with reasonable diligence and expediency consistent with sound professional practices.

Suspension: CLIENT or FARNSWORTH GROUP may suspend all or a portion of the work under this Agreement by notifying the other party in writing if unforeseen circumstances beyond control of CLIENT or FARNSWORTH GROUP make normal progress of the work impossible. FARNSWORTH GROUP may suspend work in the event CLIENT does not pay invoices when due, and FARNSWORTH GROUP shall have no liability whatsoever to CLIENT, and

CLIENT agrees to make no claim for any delay or damage as a result of such suspension. The time for completion of the work shall be extended by the number of days work is suspended. If the period of suspension exceeds 90 days, FARNSWORTH GROUP shall be entitled to an equitable adjustment in compensation for start-up, accounting and management expenses.

Termination: This Agreement may be terminated for cause by either party upon written notice. Any termination shall only be for good cause such as legal, unavailability of adequate financing or major changes in the scope of services. In the event of any termination, except for cause, FARNSWORTH GROUP will be paid for all services and expenses rendered to the date of termination on a basis of payroll cost times a multiplier of 3.0 (if not previously provided for) plus reimbursable expenses, plus reasonable termination expenses, including the cost of completing analyses, records, and reports necessary to document job status at the time of termination.

Consequential Damages: Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither CLIENT nor FARNSWORTH GROUP, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for incidental, indirect, or consequential damages arising out of or connected in any way to PROJECT or the Agreement. This mutual waiver of consequential damages shall include, but not be limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation and any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict and implied warranty. Both CLIENT and FARNSWORTH GROUP shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in PROJECT.

Personal Liability: It is intended by the parties to this Agreement that FARNSWORTH GROUP's services in connection with the Project shall not subject FARNSWORTH GROUP's individual employees, officers or directors to any personal legal exposure for the risks associated with this Project. Therefore, and notwithstanding anything to the contrary contained herein, CLIENT agrees that as CLIENT's sole and exclusive remedy, any claim, demand, or suit shall be directed and/or asserted only against FARNSWORTH GROUP, an Illinois corporation, and not against any of FARNSWORTH GROUP's individual employees, officers or directors.

Confidentiality: Each party shall retain as confidential all information and data furnished to it by the other party which are designated in writing by such other party as confidential at the time of transmission and are obtained or acquired by the receiving party in connection with this Agreement, and said party shall not reveal such information to any third party. However, nothing herein is meant to preclude either disclosing and/or otherwise using confidential information (i) when the confidential information is actually known to the receiving party before being obtained or derived from the transmitting party; or (ii) when confidential information is generally available to the public without the receiving party's fault at any time before or after it is acquired from the transmitting party; or (iii) where the confidential information is obtained or acquired in good faith at any time by the receiving party from a third party who has the same in good faith and who is not under any obligation to the transmitting party in respect thereof; or (iv) is required by law or court order to be disclosed.

Reuse of Documents: All documents including reports, drawings, specifications, and electronic media furnished by FARNSWORTH GROUP and/or any subcontractor pursuant to this Agreement are instruments of its services. They are not intended or represented to be suitable for reuse by CLIENT or others on extensions of this project or on any other project. Any reuse without specific written verification or adaptation by FARNSWORTH GROUP will be at CLIENT's sole risk, and without liability to FARNSWORTH GROUP, and CLIENT shall indemnify and hold harmless FARNSWORTH GROUP and/or any subcontractor from all claims, damages, losses and expenses including court costs and attorney's fees arising out of or resulting therefrom. Any such verification or adaptation will entitle FARNSWORTH GROUP to further compensation at rates to be agreed upon by CLIENT and FARNSWORTH GROUP. Nothing herein, however, shall limit the CLIENTS'S right to use the documents for municipal purpose, including but not limited to the CLINETS'S right to use the document in an unencumbered manner for purposes of remediation, remodeling and/or construction.

Subcontracting: FARNSWORTH GROUP shall have the right to subcontract any part of the services and duties hereunder without the consent of CLIENT.

Third Party Beneficiaries: Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either CLIENT or FARNSWORTH GROUP. FARNSWORTH GROUP's services under this
Agreement are being performed solely for CLIENT's benefit, and no other party or entity shall have any claim against FARNSWORTH GROUP because of this Agreement; or the performance or nonperformance of services hereunder; or reliance upon any report or document prepared hereunder. Neither FARNSWORTH GROUP nor CLIENT shall have any obligation to indemnify each other from third party claims. CLIENT and FARNSWORTH GROUP agree to require a similar provision in all contracts with Construction Contractors, Construction Subcontractors, vendors, and other entities involved in PROJECT to carry out the intent of this provision.

Insurance and Limitation: FARNSWORTH GROUP is covered by commercial general liability insurance in an amount not less than $1,000,000 per occurrence, automobile liability insurance and workers compensation insurance with limits which FARNSWORTH GROUP considers reasonable. Certificates of all insurance shall be provided to CLIENT upon request in writing. CLIENT shall be named as an additional insured on all such insurance policies and FARNSWORTH GROUP shall provide a certificate evidencing such coverage prior to the commencement of work under this Agreement. Within the limits and conditions of such insurance, FARNSWORTH GROUP agrees to indemnify and hold CLIENT harmless from any loss, damage or liability arising directly from any negligent act by FARNSWORTH GROUP. FARNSWORTH GROUP shall not be responsible for any loss, damage or liability beyond the amounts, limits and conditions of such insurance. FARNSWORTH GROUP shall not be responsible for any loss, damage or liability arising from any act by CLIENT, its agents, staff, other consultants, independent contractors, third parties or others working on PROJECT over which FARNSWORTH GROUP has no supervision or control. Notwithstanding the foregoing agreement to indemnify and hold harmless, the parties agree that FARNSWORTH GROUP has no duty to defend CLIENT from and against any claims, causes of action or proceedings of any kind.

Professional Liability Insurance and Limitation: FARNSWORTH GROUP is covered by professional liability insurance for its professional acts, errors and omissions, with limits which FARNSWORTH GROUP considers reasonable, but in no case less than $2,000,000 per occurrence. Certificates of insurance shall be provided to CLIENT upon request in writing. . CLIENT shall be named as an additional insured on all such insurance policies and FARNSWORTH GROUP shall provide a certificate evidencing such coverage prior to the commencement of work under this Agreement. Within the limits and conditions of such insurance, FARNSWORTH GROUP agrees to indemnify and hold CLIENT harmless from loss, damage or liability arising from professional acts by FARNSWORTH GROUP and errors or omissions that exceed the industry standard of care for the services provided. FARNSWORTH GROUP shall not be responsible for any loss, damage or liability beyond the amounts, limits and conditions of such insurance. FARNSWORTH GROUP shall not be responsible for any loss, damage or liability arising from any act, error or omission by CLIENT, its agents, staff, other consultants, independent contractors, third parties or others working on PROJECT over which FARNSWORTH GROUP has no supervision or control. Notwithstanding the foregoing agreement to indemnify and hold harmless, the parties agree that FARNSWORTH GROUP has no duty to defend CLIENT from and against any claims, causes of action or proceedings of any kind.

Additional Limitation: In recognition of the relative risks and benefits of PROJECT to both CLIENT and FARNSWORTH GROUP, the risks have been allocated such that CLIENT agrees that for the compensation herein provided FARNSWORTH GROUP cannot expose itself to damages disproportionate to the nature and scope of FARNSWORTH GROUP's services or the compensation payable to it hereunder. Therefore, to the maximum extent permitted by law, CLIENT agrees that the liability of FARNSWORTH GROUP to CLIENT for any and all causes of action, including, without limitation, contribution, asserted by CLIENT and arising out of or related to the negligent acts, errors or omissions of FARNSWORTH GROUP in performing professional services shall be limited to the limits of FARNSWORTH GROUP'S applicable insurance limits~~, fifty thousand dollars ($50,000) or the total fees paid to FARNSWORTH GROUP by CLIENT under this Agreement, whichever is greater~~ ("Limitation"). CLIENT hereby waives

and releases (i) all present and future claims against FARNSWORTH GROUP, other than those described in the previous sentence, and (ii) any liability of FARNSWORTH GROUP in excess of the Limitation. In consideration of the promises contained herein and for other separate, valuable consideration, the receipt and sufficiency of which are hereby acknowledged, CLIENT acknowledges and agrees that (i) but for the Limitation, FARNSWORTH GROUP would not have performed the services, (ii) it has had the opportunity to negotiate the terms of the Limitation as part of an "arms-length" transaction, (iii) the Limitation amount may differ from the amount of Professional liability insurance required of FARNSWORTH GROUP under this Agreement, (iv) the Limitation is merely a Limitation of, and not an exculpation from, FARNSWORTH GROUP's liability and does not in any way obligate CLIENT to defend, indemnify or hold harmless FARNSWORTH GROUP, (v) the Limitation is an agreed remedy, and (vi) the Limitation amount is neither nominal nor a disincentive to FARNSWORTH GROUP performing the services in accordance with the Standard of Care.

Fee Schedule: Where lump sum fees have been agreed to between the parties, they shall be so designated in the Agreement attached hereto and by reference made a part hereof. Where fees are based upon hourly charges for services and costs incurred by FARNSWORTH GROUP, they shall be based upon the hourly fee schedule annually adopted by FARNSWORTH GROUP, as more fully set forth in a Schedule of Charges attached hereto and by reference made a part hereof. Such fees in the initial year of this Agreement shall be those represented by said Schedule of Charges, and these fees will annually change at the beginning of each calendar year after the date of this Agreement.

Invoices: Charges for services will be billed at least as frequently as monthly, and at the completion of PROJECT. CLIENT shall compensate FARNSWORTH GROUP for any sales or value added taxes which apply to the services rendered under this Agreement or any amendment thereto. CLIENT shall reimburse FARNSWORTH GROUP for the amount of such taxes in addition to the compensation due for services. Payment of invoices shall not be subject to any discounts or set-offs by CLIENT unless agreed to in writing by FARNSWORTH GROUP. Invoices are delinquent if payment has not been received within 30 days from date of invoice. There will be an additional charge of 1 ½ percent per month compounded on amounts outstanding more than 45 ~~30~~ days. All time spent and expenses incurred (including attorney's fees) in connection with collection of any delinquent amount will be paid by CLIENT to FARNSWORTH GROUP per FARNSWORTH GROUP's then current Schedule of Charges.

Opinions of Cost: Since FARNSWORTH GROUP has no control over the cost of labor, materials or equipment, or over a contractor's method of determining prices, or over competitive bidding or market conditions, FARNSWORTH GROUP's opinions of probable project cost or construction cost for PROJECT will be based solely upon its own experience with construction, but FARNSWORTH GROUP cannot and does not guarantee that proposals, bids, or the construction cost will not vary from its opinions of probable cost. If CLIENT wishes greater assurance as to the construction cost, CLIENT should employ an independent cost estimator.

~~**Contingency Fund:** CLIENT and FARNSWORTH GROUP acknowledge that changes may be required during construction because of possible ambiguities, inconsistencies, errors or omissions in the Contract Documents and, therefore, that the costs of the project may exceed the construction contract sum. CLIENT agrees to set aside a reserve in the amount of Five Percent (5%) of the actual project construction costs as a contingency reserve to be used, as required, to pay for any such increased project costs. CLIENT further agrees to make no claim by way of direct or third party action against FARNSWORTH GROUP or subcontractors and subconsultants with respect to any payments within the limit of the contingency reserve made to the construction contractors because of such changes or because of any claims made by the construction contractors relating to such changes.~~

Subpoenas: CLIENT is responsible, after notification, for payment of time charges and expenses resulting from the required response by FARNSWORTH GROUP and/or any subcontractor to subpoenas issued by any party other than FARNSWORTH GROUP and/or any subcontractor in conjunction with the services performed under this Agreement. Charges are based on fee schedules in effect at the time the subpoena is served.

Right of Entry: CLIENT shall provide for FARNSWORTH GROUP's and/or any subcontractor's right to enter property owned by CLIENT and/or others in order for FARNSWORTH GROUP and/or any subcontractor to fulfill the scope of services for this Project. CLIENT understands that use of exploration equipment may unavoidably cause some damage, the correction of which is not part of this Agreement.

Utilities: CLIENT shall be responsible for designating the location of ~~all~~ any of CLIENT'S utility lines and subterranean structures within the property line of PROJECT. CLIENT agrees to waive any claim against FARNSWORTH GROUP and/or any subcontractor, and to indemnify and hold harmless from any claim or liability for injury or loss arising from FARNSWORTH GROUP and/or any subcontractor or other persons encountering CLIENT controlled utilities or other of CLIENT'S man-made objects that were not called to FARNSWORTH GROUP's attention or which were not properly located on documents furnished to FARNSWORTH GROUP. CLIENT further agrees to compensate FARNSWORTH GROUP and/or any subcontractor for any time spent or expenses incurred by FARNSWORTH GROUP and/or any subcontractor in defense of any such claim, in accordance with FARNSWORTH GROUP's and/or any subcontractor's prevailing fee schedule and expense reimbursement policy.

Aquifer Contamination: Subsurface sampling may result in contamination of certain subsurface areas, as when a probe or boring device moves through a contaminated area, linking it to an aquifer, underground stream, or other hydrous body not previously contaminated and capable of spreading hazardous substances or pollutants off-site. Because subsurface sampling is a necessary aspect of services which FARNSWORTH GROUP and/or any subcontractor may provide on CLIENT's behalf, CLIENT waives any claim against FARNSWORTH GROUP and/or any subcontractor, and agrees to indemnify and hold FARNSWORTH GROUP and/or any subcontractor harmless from any claim or liability for injury or loss which may arise as a result of alleged cross contamination caused by any sampling. CLIENT further agrees to compensate FARNSWORTH GROUP and/or any subcontractor for any time spent or expenses incurred by FARNSWORTH GROUP and/or any subcontractor in defense of any such claim, in accordance with FARNSWORTH GROUP's and/or any subcontractor's prevailing fee schedule and expense reimbursement policy.

Samples: All samples of any type (soil, rock, water, manufactured materials, biological, etc.) will be discarded sixty (60) days after submittal of project deliverables. Upon CLIENT's authorization, samples will be either delivered in accordance with CLIENT's instructions or stored for an agreed charge.

Recognition of Risk: CLIENT acknowledges and accepts the risk that: (1) data on site conditions such as geological, geotechnical, ground water and other substances and materials, can vary from those encountered at the times and locations where such data were obtained, and that this limitation on the available data can cause uncertainty with respect to the interpretation of conditions at CLIENT's site; and (2) although necessary to perform the Agreement, commonly used exploration methods (e.g., drilling, borings or trench excavating) involve an inherent risk of contamination of previously uncontaminated soils and waters. FARNSWORTH GROUP's and/or any subcontractor's application of its present judgment will be subject to factors outlined in (1) and (2) above.

Discovery of Unanticipated Hazardous Substances or Pollutants: Hazardous substances are those so defined by prevailing Federal, State, or Local laws. Pollutants mean any solid, liquid, gaseous, or thermal irritant or contaminant including smoke, vapor, soot, fumes, acids, alkalies, chemicals and waste. Hazardous substances or pollutants may exist at a site where they would not reasonably be expected to be present. CLIENT and FARNSWORTH GROUP and/or any subcontractor agree that the discovery of unanticipated hazardous substances or pollutants constitutes a "changed condition" mandating a renegotiation of the scope of services or termination of services. CLIENT and FARNSWORTH GROUP and/or any subcontractor also agree that the discovery of unanticipated hazardous substances or pollutants will make it necessary for FARNSWORTH GROUP and/or any subcontractor to take immediate measures to protect human health and safety, and/or the environment. FARNSWORTH GROUP and/or any subcontractor agree to notify CLIENT as soon as possible if unanticipated known or suspected hazardous substances or pollutants are encountered. CLIENT encourages FARNSWORTH GROUP and/or any subcontractor to take any and all measures that in FARNSWORTH GROUP's and/or any subcontractor's professional opinion are justified to preserve and

protect the health and safety of FARNSWORTH GROUP's and/or any subcontractor's personnel and the public, and/or the environment, and CLIENT agrees to compensate FARNSWORTH GROUP and/or any subcontractor for the additional cost of such reasonable measures. In addition, CLIENT waives any claim against FARNSWORTH GROUP and/or any subcontractor, and agrees to indemnify and hold FARNSWORTH GROUP and/or any subcontractor harmless from any claim or liability for injury or loss arising from the presence of unanticipated known or suspected hazardous substances or pollutants. CLIENT also agrees to compensate FARNSWORTH GROUP and/or any subcontractor for any time spent and expenses incurred by FARNSWORTH GROUP and/or any subcontractor in defense of any such claim, with such compensation to be based upon FARNSWORTH GROUP's and/or any subcontractor's prevailing fee schedule and expense reimbursement policy. Further, CLIENT recognizes that FARNSWORTH GROUP and/or any subcontractor has neither responsibility nor liability for the removal, handling, transportation, or disposal of asbestos containing materials, nor will FARNSWORTH GROUP and/or any subcontractor act as one who owns or operates an asbestos demolition or renovation activity, as defined in regulations under the Clean Air Act.

Job Site: CLIENT agrees that services performed by FARNSWORTH GROUP and/or any subcontractor during construction will be limited to providing assistance in quality control and to deal with questions by the CLIENT's representative concerning conformance with the Contract Documents. This activity is not to be interpreted as an inspection service, a construction supervision service, or guaranteeing the Construction Contractor's or Construction Subcontractor's performance. FARNSWORTH GROUP and/or any subcontractor will not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs. FARNSWORTH GROUP and/or any subcontractor will not be responsible for Construction Contractor's or Construction Subcontractor's obligation to carry out the work according to the Contract Documents. FARNSWORTH GROUP and/or any subcontractor will not be considered an agent of the owner and will not have authority to direct Construction Contractor's or Construction Subcontractor's work or to stop work.

Shop Drawing Review: CLIENT agrees that FARNSWORTH GROUP and/or any subcontractor shall review shop drawings and/or submittals solely for their general conformance with FARNSWORTH GROUP's and/or any subcontractor's design concept and general conformance with information given in the Contract Documents. FARNSWORTH GROUP and/or any subcontractor shall not be responsible for any aspects of a shop drawing and/or submittal that affect or are affected by the means, methods, techniques, sequences, and procedures of construction, safety precautions and programs incidental thereto, all of which are the Construction Contractor's or Construction Subcontractor's responsibility. The Construction Contractor or Construction Subcontractor will be responsible for dimensions, lengths, elevations and quantities, which are to be confirmed and correlated at the jobsite, and for coordination of the work with that of all other trades. CLIENT warrants that the Construction Contractor and Construction Subcontractor shall be made aware of the responsibility to review shop drawings and/or submittals and approve them in these respects before submitting them to FARNSWORTH GROUP and/or any subcontractor.

Authority and Responsibility: CLIENT agrees that FARNSWORTH GROUP and/or any subcontractor shall not guarantee the work of any Construction Contractor or Construction Subcontractor, shall have no authority to stop work, shall have no supervision or control as to the work or persons doing the work, shall not have charge of the work, shall not be responsible for safety in, on, or about the job site, or have any control of the safety or adequacy of any equipment, building component, scaffolding, supports, forms, or other work aids.

LEED Certification: CLIENT agrees that FARNSWORTH GROUP and/or any subcontractor shall not guarantee the LEED certification of any facility for which FARNSWORTH GROUP and/or any subcontractor provides commissioning, LEED consulting or energy modeling services. LEED certification and the number of points awarded are solely the responsibility of the U.S. Green Building Council and Green Building Certification Institute.

Energy Models: The techniques and specific requirements for energy models used to meet LEED criteria have limitations that result in energy usage predictions that may differ from actual energy usage. FARNSWORTH GROUP and/or any subcontractor will endeavor to model energy usage very closely to actual usage, but CLIENT agrees that FARNSWORTH GROUP and/or any subcontractor will not be responsible or liable in any way for inaccurate budgets for energy use developed from the predictions of LEED-compliant energy models. The number of LEED points awarded for energy efficiency are solely the responsibility of the U.S. Green Building Council and Green Building Certification Institute.

Environmental Site Assessments: No Environmental Site Assessment can wholly eliminate uncertainty regarding the potential for Recognized Environmental

Conditions in connection with a Subject Property. Performance of an Environmental Site Assessment is intended to reduce, but not eliminate, uncertainty regarding potential for Recognized Environmental Conditions in connection with a Subject Property. In order to conduct the Environmental Site Assessment, information will be obtained and reviewed from outside sources, potentially including, but not limited to, interview questionnaires, database searches, and historical records. Farnsworth Group, Inc. (Farnsworth Group) cannot be responsible for the quality, accuracy, and content of information from these sources. Any non-scope items provided in the Phase I Environmental Site Assessment report are provided at the discretion of the environmental professional for the benefit of the client. Inclusion of any non-scope finding(s) does not imply a review of any other non-scope items with the Environmental Site Assessment investigation or report. The Environmental Site Assessment report is prepared for the sole and exclusive use of the client. Nothing under the Agreement between Farnsworth Group and their client shall be construed to give any rights or benefits to anyone outside the client's use and that of Farnsworth Group. All duties and responsibilities undertaken pursuant to the Agreement will be for the sole and exclusive benefit of the client and Farnsworth Group. In particular, Farnsworth Group does not intend, without its written consent, for this report to be disseminated to anyone beside the client, or to be used or relied upon by anyone beside the client. Use of the report by any other person or entity is unauthorized and such use is at their sole risk.

Illinois Department of Transportation

Direct Costs Check Sheet

COMPANY NAME: Farnsworh Group, Inc.

PTB NUMBER: City of Bloomington - Hamilton Road EWST Rehabilitation

TODAY'S DATE: 9/7/2018

ITEM	ALLOWABLE	UTILIZE W.O. ONLY	QUANTITY J.S. ONLY	CONTRACT RATE	TOTAL
Per Diem (per GOVERNOR'S TRAVEL CONTROL BOARD)	Up to state rate maximum			$0.00	$0.00
Lodging (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual cost (Up to state rate maximum)			$0.00	$0.00
Lodging Taxes and Fees (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual cost			$0.00	$0.00
Air Fare	Coach rate, actual cost, requires minimum two weeks' notice, with prior IDOT approval			$0.00	$0.00
Vehicle Mileage (per GOVERNOR'S TRAVEL CONTROL BOARD)	Up to state rate maximum			$0.00	$0.00
Vehicle Owned or Leased	$32.50/half day (4 hours or less) or $65/full day	X	58	$32.50	$1,885.00
Vehicle Rental	Actual cost (Up to $55/day)			$0.00	$0.00
Tolls	Actual cost			$0.00	$0.00
Parking	Actual cost			$0.00	$0.00
Overtime	Premium portion (Submit supporting documentation)			$0.00	$0.00
Shift Differential	Actual cost (Based on firm's policy)			$0.00	$0.00
Overnight Delivery/Postage/Courier Service	Actual cost (Submit supporting documentation)			$0.00	$0.00
Copies of Deliverables/Mylars (In-house)	Actual cost (Submit supporting documentation)			$0.00	$0.00
Copies of Deliverables/Mylars (Outside)	Actual cost (Submit supporting documentation)			$0.00	$0.00
Project Specific Insurance	Actual cost			$0.00	$0.00
Monuments (Permanent)	Actual cost			$0.00	$0.00
Photo Processing	Actual cost			$0.00	$0.00
2-Way Radio (Survey or Phase III Only)	Actual cost			$0.00	$0.00
Telephone Usage (Traffic System Monitoring Only)	Actual cost			$0.00	$0.00
CADD	Actual cost (Max $15/hour)	X	39	$15.00	$585.00
Web Site	Actual cost (Submit supporting documentation)			$0.00	$0.00
Advertisements	Actual cost (Submit supporting documentation)			$0.00	$0.00
Public Meeting Facility Rental	Actual cost (Submit supporting documentation)			$0.00	$0.00
Public Meeting Exhibits/Renderings & Equipment	Actual cost (Submit supporting documentation)			$0.00	$0.00
Recording Fees	Actual cost			$0.00	$0.00
Transcriptions (specific to project)	Actual cost			$0.00	$0.00
Courthouse Fees	Actual cost			$0.00	$0.00
Storm Sewer Cleaning and Televising	Actual cost (Requires 2-3 quotes with IDOT approval)			$0.00	$0.00
Traffic Control and Protection	Actual cost (Requires 2-3 quotes with IDOT approval)			$0.00	$0.00
Aerial Photography and Mapping	Actual cost (Requires 2-3 quotes with IDOT approval)			$0.00	$0.00
Utility Exploratory Trenching	Actual cost (Requires 2-3 quotes with IDOT approval)			$0.00	$0.00
Testing of Soil Samples*	Actual cost			$0.00	$0.00
Lab Services*	Actual cost (Provide breakdown of each cost)			$0.00	$0.00
Equipment and/or Specialized Equipment Rental*	Actual cost (Requires 2-3 quotes with IDOT approval)			$0.00	$0.00
Robotic Total Station	$22/hr/Unit			$22.00	$0.00
GPS Equipment	$22/hr/Unit			$22.00	$0.00
Misc. Expenses	Lump Sum			$1.00	$0.00
				$0.00	$0.00
				$0.00	$0.00
				$0.00	$0.00
				$0.00	$0.00
				$0.00	$0.00
				$0.00	$0.00
				$0.00	$0.00
TOTAL DIRECT COST					**$2,470.00**

**If other allowable costs are needed and not listed, please add in the above spaces provided.*

LEGEND

W.O. = Work Order

J.S. = Job Specific

PAYROLL ESCALATION TABLE
FIXED RAISES

FIRM NAME: Farnsworth Group, Inc.
PRIME/SUPPLEMENT: Prime

DATE: 01/21/19
PTB NO.: NA

CONTRACT TERM: 12 MONTHS
START DATE: 4/1/2018
RAISE DATE: 4/1/2018

OVERHEAD RATE: 181.62%
COMPLEXITY FACTOR: 0
% OF RAISE: 3.50%

ESCALATION PER YEAR

4/1/2018 - 4/1/2018	4/2/2018 - 4/1/2019			
0 / 12	12 / 12			
= 0.00%	103.50%			
= 1.0350				

The total escalation for this project would be: 3.50%

PAYROLL RATES

FIRM NAME: Farnsworth Group, Inc. DATE: 01/21/19
PRIME/SUPPLEMENT: Prime
PSB NO.: NA

ESCALATION FACTOR: 3.50%

CLASSIFICATION	CURRENT RATE	CALCULATED RATE
Principal/Vice President	$91.02	$94.21
Senior Engineering Manager/Senior Land Surveying Manager	$61.30	$63.45
Senior Technical Manager	$54.70	$56.61
Engineering Manager/Land Surveying Manager	$53.39	$55.26
Technical Manager	$55.14	$57.07
Design Manager/Government Affairs Manager	$49.53	$51.26
Senior Project Engineer/Senior Project Land Surveyor	$46.06	$47.67
Senior Project Designer/Systems Integration Manager	$46.44	$48.07
Project Engineer/Project Land Surveyor	$40.01	$41.41
Project Designer/Project Technician	$39.38	$40.76
Senior Engineer/Senior Land Surveyor	$37.10	$38.40
Senior Designer	$34.51	$35.72
Engineer/Land Surveyor	$33.82	$35.00
Designer/Computer Specialist/Lead Technician	$30.58	$31.65
Engineering Intern II	$32.58	$33.72
Chief Technician	$28.69	$29.69
Engineering Intern I	$27.26	$28.22
Administrative Support	$26.78	$27.72
Senior Technician	$23.78	$24.61
Technician II	$22.61	$23.40
Technician I	$16.66	$17.24

Subconsultants

FIRM NAME Farnsworth Group, Inc. **DATE** 01/21/19
PRIME/SUPPLEMENT Prime
PSB NO. NA

NAME	Direct Labor Total	Contribution to Prime Consultant
		0.00
River Valley Engineering	3,000.00	300.00
		0.00
		0.00
		0.00
		0.00
		0.00
		0.00
Total	3,000.00	300.00

COST PLUS FIXED FEE
COST ESTIMATE OF CONSULTANT SERVICES

FIRM	Farnsworth Group, Inc.		**DATE** 01/21/19
PSB	NA	**OVERHEAD RATE**	1.8162
PRIME/SUPPLEMENT	Prime	**COMPLEXITY FACTOR**	0

DBE DROP BOX	ITEM	MANHOURS (A)	PAYROLL (B)	OVERHEAD & FRINGE BENF (C)	IN-HOUSE DIRECT COSTS (D)	FIXED FEE (E)	Outside Direct Costs (F)	SERVICES BY OTHERS (G)	DBE TOTAL (H)	TOTAL (B-G)	% OF GRAND TOTAL
	Task 1	14	611.37	1,110.37		244.55				1,966.28	2.83%
	Task 2	122	5,898.89	10,713.57	585.00	2,359.56		3,000.00		22,557.02	32.47%
	Task 2A	59	3,743.28	6,798.55		1,497.31				12,039.15	17.33%
	Task 3	10	444.42	807.15		177.77				1,429.34	2.06%
	Task 4	30.5	1,359.88	2,469.82		543.95				4,373.66	6.30%
	Task 5	7	236.10	428.80		94.44				759.34	1.09%
	Task 6	150	7,152.03	12,989.51	1,885.00	2,860.81				24,887.35	35.83%
	Task 7	7	359.27	652.50		143.71				1,155.48	1.66%
	Subconsultant DL					300.00				300.00	0.43%
	TOTALS	399.5	19,805.24	35,970.28	2,470.00	8,222.10	0.00	3,000.00	0.00	**69,467.62**	100.00%

DBE 0.00%

Task 1: Kick-off Meeting with Site Visit
Task 2: Design - Plans & Specs; Structural
Task 2A: System Operation Planning & Meetings
Task 3: Meetings; Logo Discussion & Design
Task 4: Bid Phase Services
Task 5: Pre-Con and Construction Kick-off Meetings
Task 6: On Site Observation
Task 7: Pay Application Processing

AVERAGE HOURLY PROJECT RATES

FIRM Farnsworth Group, Inc.
PSB NA
PRIME/SUPPLEMENT Prime

DATE 01/21/19

SHEET 1 OF 2

PAYROLL CLASSIFICATION	AVG HOURLY RATES	TOTAL PROJECT RATES			Task 1			Task 2			Task 2A			Task 3			Task 4			Task 5		
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg
Principal/Vice President	94.21	0																				
Senior Engineering Manager/Senior Land Surveying Manager	63.45	15	4.41%	2.79				15	12.30%	7.80	28	47.46%	30.11									
Senior Technical Manager	56.61	0																				
Engineering Manager/Land Surveying Manager	55.26	215.5	63.29%	34.97	8	57.14%	31.58	69	56.56%	31.25	15	25.42%	16.13	6	60.00%	33.16	18.5	60.66%	33.52			
Technical Manager	57.07	0																				
Design Manager/Government Affairs Manager	51.26	0																				
Senior Project Engineer/Senior Project Land Surveyor	47.67	0																				
Senior Project Designer/Systems Integration Manager	48.07	0																				
Project Engineer/Project Land Surveyor	41.41	3	0.88%	0.36																		
Project Designer/Project Technician	40.76	0																		3	42.86%	17.75
Senior Engineer/Senior Land Surveyor	38.40	0																				
Senior Designer	35.72	0																				
Engineer/Land Surveyor	35.00	2	0.59%	0.21				2	1.64%	0.57												
Designer/Computer Specialist/Lead Technician	31.65	15	4.41%	1.39				15	12.30%	3.89												
Engineering Intern II	33.72	0																				
Chief Technician	29.69	0																				
Engineering Intern I	28.22	77	22.61%	6.38	6	42.86%	12.09	15	12.30%	3.47	16	27.12%	17.21	4	40.00%	11.29	10	32.79%	9.25	2	28.57%	8.06
Administrative Support	27.72	13	3.82%	1.06				6	4.92%	1.36							2	6.56%	1.82	2	28.57%	7.92
Senior Technician	24.61	0																				
Technician II	23.40	0																				
Technician I	17.24	0																				
		0																				
		0																				
		0																				
		0																				
		0																				
		0																				
TOTALS		340.5	100%	$47.17	14	100.00%	$43.67	122	100%	$48.35	59	100%	$63.45	10	100%	$44.44	30.5	100%	$44.59	7	100%	$33.73

Task 1: Kick-off Meeting with Site Visit
Task 2: Design - Plans & Specs; Structural
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Task 3: Meetings; Logo Discussion & Design
Task 4: Bid Phase Services
Task 5: Pre-Con and Construction Kick-off Meetings
Task 6: On Site Observation
Task 7: Pay Application Processing

AVERAGE HOURLY PROJECT RATES

FIRM Farnsworth Group, Inc.
PSB NA
PRIME/SUPPLEMENT Prime

DATE 01/21/19

SHEET 2 **OF** 2

PAYROLL CLASSIFICATION	AVG HOURLY RATES	Task 6			Task 7			Task 8			Task 9			Task 10			Task 11		
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg
Principal/Vice President	94.21																		
Senior Engineering Manager/Senior Land Surveying Manager	63.45																		
Senior Technical Manager	56.61																		
Engineering Manager/Land Surveying Manager	55.26	108	72.00%	39.79	6	85.71%	47.36												
Technical Manager	57.07																		
Design Manager/Government Affairs Manager	51.26																		
Senior Project Engineer/Senior Project Land Surveyor	47.67																		
Senior Project Designer/Systems Integration Manager	48.07																		
Project Engineer/Project Land Surveyor	41.41																		
Project Designer/Project Technician	40.76																		
Senior Engineer/Senior Land Surveyor	38.40																		
Senior Designer	35.72																		
Engineer/Land Surveyor	35.00																		
Designer/Computer Specialist/Lead Technician	31.65																		
Engineering Intern II	33.72																		
Chief Technician	29.69																		
Engineering Intern I	28.22	40	26.67%	7.52															
Administrative Support	27.72	2	1.33%	0.37	1	14.29%	3.96												
Senior Technician	24.61																		
Technician II	23.40																		
Technician I	17.24																		
TOTALS		150	100%	$47.68	7	100%	$51.32	0	0%	$0.00	0	0%	$0.00	0	0%	$0.00	0	0%	$0.00

Task 1: Kick-off Meeting with Site Visit
Task 2: Design - Plans & Specs; Structural
Task 2A: System Operation Planning & Meetings
Task 3: Meetings; Logo Discussion & Design
Task 4: Bid Phase Services
Task 5: Pre-Con and Construction Kick-off Meetings
Task 6: On Site Observation

COB Hamilton Road EWST Rehab 3/13/2020

		Current Task/ Purchase Order		Requested Revised:
	$ 69,467.22	P.O. Amount	$ 19,935.38	**$ 89,402.60**

Design	$	37,991.79
Bidding	$	4,373.66
CA-CO	$	26,802.17
markup	$	300.00
	$	69,467.62

	Original Fee	Revised Fee
01 - Labor		
Task 1: Kick-off Meeting with Site Visit	$ 1,721.73	$ 1,721.73
Task 2: Design - Plans & Specs; Structural	$ 19,612.06	$ 19,612.06
Task 2A: System Operation Planning & Meetings	$ 10,541.84	$ 10,541.84
Task 3: Meetings; Logo Discussion & Design	$ 1,251.57	$ 1,251.57
Task 4: Bid Phase Services	$ 3,829.71	$ 3,829.71
Task 5: Pre-Con and Construction Kick-off Mtgs	$ 664.90	$ 664.90
Task 6: On Site Observation	$ 20,141.54	$ 37,597.54
Task 7: Pay Application Processing	$ 1,011.77	$ 1,011.77
02 - Expenses	$ 2,470.00	$ 2,470.00
03 - Fixed Fee	8,222.10	$ 10,701.47
	$ 69,467.22	$ 89,402.60

	Original Fee	Revised Fee
01 - Labor	$ 58,775.13	$ 76,231.13
03 - Fixed Fee	$ 8,222.10	$ 10,701.47
	$ 66,997.23	$ 86,932.60
in the job now	$ 37,785.96	$ 37,785.96
Labor & Fixed Fee Remaining	$ 29,211.27	$ 49,146.64

City Manager Signature Approval

Date

CONSENT AGENDA ITEM NO. 7.N

FOR COUNCIL: April 13, 2020

SPONSOR: Facilities Department

WARD IMPACTED: City-Wide Impact

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

RECOMMENDED MOTION: The proposed Resolution and Agreement be approved.

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

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

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

The Energy Efficiency Program continues the development of educational programming and outreach. The EAC will advance current programs to assist citizens and eligible small businesses on energy efficient solutions. Through this Energy Efficiency Program, the Ecology Action Center provides resources to local residents and small businesses that encourage increased energy conservation and energy efficiency. Low-cost energy audits are provided, identifying and prioritizing strategies by which residents and small business owners can save money on utility bills; examples include usage of more energy-efficient technology (programmable thermostats, LED lighting, high-efficiency furnaces and air conditioners), increasing weatherization (air-sealing, insulation), energy-reducing water conservation (low-

flow faucet aerators and shower heads) and behavior change (raising/lowering thermostat settings and lowering water heater temperatures). An in-depth analysis of current utility bills helps provide insight into existing inefficiencies within HVAC systems and other equipment, as well as impacts of occupancy behavior and equipment use.

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

Staff recommend approval of this agreement despite the current COVID-19 crisis since one of the primary objectives is providing free energy efficiency audits and other cost saving recommendations to City of Bloomington residents and small business owners. These audits and recommendations will be a useful tool for residents and business owners during these challenging economic times.

The agreement is for a two-year period to run from May 1, 2020 through April 30, 2022 with a cost of living increase after April 2021 equal to the percentage increase in the Consumer Price Index All Urban Consumers All Items Chicago Area (CPI-U), not to exceed 3%.

The City of Bloomington's contribution to the program will be 58%, which is $41,705 in FY 2021 and a maximum of $42,956.15 in FY 2022. The Town of Normal approved the agreement at the March 16, 2020 meeting and will contribute 42%, which is $30,200 commencing May 1, 2020 and a maximum of $31,106 commencing May 1, 2021.

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

FINANCIAL IMPACT: The Ecology Action Center is requesting that the City pay a total of $84,661.15 for the two-year Energy Efficiency Program. The FY 2021 Proposed Budget includes $42,000 in Facilities-Other Purchased Services account (10015480-70690) for this item. The Agreement has a potential maximum 3% increase for FY 2022, which equates to $42,956.15. Staff will prepare the proposed FY 2022 budget to include the proper amount. Stakeholders can locate the FY 2021 amount in the FY 2021 Proposed Budget Book titled "Budget Overview & General Fund" on page 223.

COMMUNITY DEVELOPMENT IMPACT: Goals: N-3. Improve communication between the City, the citizens and the neighborhood organizations to foster teamwork and community spirit; NE-1 Protect and conserve the community's vital natural resources; NE-3 Reduce environmental pollutants; NE-4 Increase cooperation and coordination among governments, nonprofits and businesses across the region to address shared environmental issues; PS-4 Intergovernmental Cooperation; UEW 2- Promote and facilitate energy conservation and alternate energy generation and resources; UEW-3 Education and increase public awareness regarding utility, energy and water issues

Respectfully submitted for Council consideration.

Prepared by: Russel Waller, Director of Facility Management

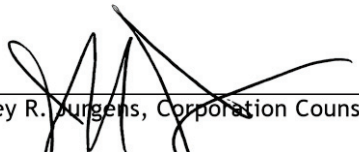
Reviewed by:



Russel Waller, Director of Facility Management 3/23/2020



Chris Tomerlin, Budget Manager 3/24/2020



Jeffrey R. Jurgens, Corporation Counsel 4/2/2020



Tara Henry, Legislative Assistant 4/8/2020

Recommended by:



Tim Gleason, City Manager

Attachments:

- FAC 1B Resolution_EAC Energy Eff Program
- FAC 1C Energy Program Contract 2020 FINAL_eacsigned_redacted

RESOLUTION NO. 2020 - _____

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

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

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

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

WHEREAS, it is in the best interest of the health, safety and welfare of the citizens of Bloomington to enter into an Energy Efficiency Program Agreement with the Town of Normal and the Ecology Action Center;

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

That the Energy Efficiency Program Agreement incorporated herein by reference, is hereby approved.

PASSED this 13th day of April 2020.

APPROVED this ____ day of April 2020.

CITY OF BLOOMINGTON

_____
Tari Renner, Mayor

ATTEST

_____
Leslie Smith-Yocum, City Clerk

ENERGY EFFICIENCY PROGRAM AGREEMENT

This agreement is entered into as of this ___ day of ____ 2020, by and between the City of Bloomington and Town of Normal, (hereinafter referred to as the "City" and "Town") and the Ecology Action Center (hereinafter referred to as the "Center").

A. Purpose of This Agreement:

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

B. Period of Agreement:

The period of this agreement is two (2) years, commencing May 1, 2020 and ending April 30, 2022. Any party may terminate this agreement for any reason with a minimum of sixty (60) days written notice to the other parties.

C. Services:

1. City and Town

The City and Town shall:

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

2. Center

The Center shall:

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

D. Project Costs:

1. Annual payments of $41,705 and $30,200 shall be made by the City and the Town respectively by June 1, 2020 pending receipt of an invoice from the Center by May 15, 2020.
2. An annual cost of living increase will be added to the annual fees after April 2021 equal to the percentage increase in the Consumer Price Index All Urban

Consumers All Items Chicago Area Published by the U. S. Department of Labor Bureau of Labor Statistics, not to exceed 3%. This increase will be applicable to the subsequent annual payment from each entity. Payments will be made by June 1, 2021 pending receipt of an invoice from the Center by May 15, 2021.

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

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

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

_____ _____
City of Bloomington Date

_____ _____
Attested by Date

_____ _____
Town of Normal Date

_____ _____
Attested by Date

[redacted] _____
Ecology Action Center Date

[redacted] _____
Attested by Date

APPENDIX A

2020 Energy Efficiency Education & Outreach Program: BN Energy Bright

Since 2014 the Ecology Action Center has offered Bloomington and Normal residents a community energy efficiency program to encourage increased energy efficiency and energy conservation. The program targets the approximately 27,995 Bloomington-Normal households and 1,786 small businesses enrolled in municipal electricity aggregation. Ultimately, this program not only helps residents reduce energy consumption, save energy, and reduce air pollution, but also assists Bloomington and Normal in meeting their respective plans for operation and governance for municipal electricity aggregation per the Illinois Power Agency Act.

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

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

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

Program Budget

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

aggregation customer type	quantity*	percentage
Normal residential	11,762	39.5%
Normal commercial	745	2.5%
Normal total	**12,507**	**42.0%**
Bloomington residential	16,230	54.5%
Bloomington commercial	1,041	3.5%
Bloomington total	**17,271**	**58.0%**
Bloomington-Normal total	**29,778**	**100.0%**

**2014 Aggregation enrollment data*

REVENUE item		amount
annual payment from Normal (42%)		$30,200
annual payment from Bloomington (58%)		$41,705
	total	**$71,905**

EXPENSE item		amount
payroll & payroll taxes		$39,495
advertising and printing		$15,900
energy auditing supplies		$5,000
transportation		$2,500
administrative overhead		$9,010
	total	**$71,905**

CONSENT AGENDA ITEM NO. 7.O

FOR COUNCIL: April 13, 2020

SPONSOR: Community Development Department

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and action on a Resolution Authorizing the Initiation of Minor Text Amendments, Modifications and Deletions to the Bloomington Zoning Ordinance, Chapter 44 of the Bloomington City Code, as requested by the Community Development Department.

RECOMMENDED MOTION: The proposed Resolution be approved.

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

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

BACKGROUND: The City of Bloomington is a home rule unit of local government with authority to legislate in matters concerning its local government and affairs. Pursuant to the Illinois Municipal Code, the City of Bloomington has authority to create and to establish, by ordinance, zoning regulations and districts, and to amend said regulations and districts from time to time. On March 11, 2019, the Bloomington City Council adopted a comprehensive text amendment to Chapter 44 of the City Code. At that time, staff announced that the City would revisit the adopted ordinance in a year to make minor changes, modifications, clarifications as needed. As a best practice, the city should evaluate its ordinances every one or two years. The proposed resolution includes amendments, modification, deletions and clarifications to Divisions 2,5,6,9,10,12,13,16, and 17. Most of the modifications address incorrect references to other sections and divisions of the ordinance.

The most significant amendments are to the Permitted Use Table in Division 5 Business District Regulations. Staff discovered an error in the footnotes associated with this Table. Note “4” is redundant and matches the language in Note “1” that “a special use is required when the use abuts a residential district”. Staff is proposing the deletion of Note “4”. Additionally, because of the redundancy of footnote 4, many uses in the Business District referenced Footnote “3” which reads “maximum height of 45’” rather than the intended Footnote 1. For example, the existing ordinance reads that “Car Washes, Bars, Taverns, and Gun Shops” etc. “should be limited to 45 feet” instead of “requiring a special use adjacent to residential districts”. These uses may be incompatible with adjacent to residential uses, depending on their location and the nature of the business. Staff is proposing a modification of the footnotes to address this error.

Additionally, staff is proposing the addition of certain uses, like a “theater”, “sports and fitness establishments” and “Commercial Recreation Facilities with a special use” in the D-2, Downtown Transitional District and D-3, Warehouse and Entertainment District. These uses can facilitate the adaptive reuse of many larger, older buildings on the periphery of the D-1

Central Business District, and that offer amenities which serve nearby residential uses while maintaining a walkable neighborhood. Furthermore, some theaters already exist in the D-2 District.

Lastly, staff is proposing a clarification for fencing materials permitted in residential districts. The current ordinance prohibits the use of chain link fencing in all districts. Some chain link fences can rust and create an uninviting aesthetic. These materials could have negative impacts on the overall perceived cleanliness and safety of an area, specifically in the front yards of residential districts and in the business and office districts. However, vinyl chain link or other treated chain link fences can be an affordable alternative to wood or metal fences for residents and may be appropriate when not easily visible to the street. Staff is proposing a clarification that would allow chain link fences in the rear yards of residential districts.

Upon adoption of the proposed resolution, staff will publish notice in The Pantagraph and schedule a public hearing before the Planning Commission on the proposed text amendments. The Planning Commission will provide Council with a recommendation, and Council will act on the amendments. As previously mentioned, it is a best practice to revisit ordinances every few years to ensure they are relevant, consistent, and clear.

City staff is aware of heightened concerns regarding the current COVID-19 pandemic, however this agenda item is operational in nature and expected to have little to no impact on City resources or finances.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: After approving the proposed resolution, staff will schedule a public hearing with the Planning Commission. Pursuant to state and local ordinances, notice of the hearing will be published in The Pantagraph a minimum of 15 days before the public hearing.

FINANCIAL IMPACT: N/A

COMMUNITY DEVELOPMENT IMPACT: Objective N-1.1 Enhance the livability of all Bloomington neighborhoods, Action N-1.1a Update the ordinances and regulations as needed to accomplish the goals of the comprehensive plan; Objective N-1.3 develop the neighborhoods in the Preservation area while carefully protecting their historic nature and character, Action N-1.3c Foster preservation and adaptive reuse of significant historic buildings and structures. While residents can file variances, the sections of the zoning code that address setbacks should be revisited and amended to reflect the “non-conforming” condition. Such revision adds predictability and make
this area more appealing for private investment; and Objective D-2.5 Consolidate retail uses within in the Downtown core, Action D-2.5a Ensure codes and regulations facilitate use of the area for retail locations.

Respectfully submitted for Council consideration.

Prepared by: Katie Simpson, City Planner

Reviewed by:

Robert G. Mahrt, Community Development Director 4/6/2020

Chris Tomerlin, Budget Manager 4/6/2020

Jeffrey R. Jurgens, Corporation Counsel 4/6/2020

Tara Henry, Legislative Assistant 4/8/2020

Recommended by:

Tim Gleason, City Manager

Attachments:

- CD 2B Resolution to Initiate Minor Amendments to Chapter 44

RESOLUTION NO. 2020 - _____

A RESOLUTION AUTHORIZING THE INITIATION OF MINOR TEXT AMENDMENTS, MODIFICATIONS, AND DELETIONS TO THE BLOOMINGTON ZONING ORDINANCE, CHAPTER 44 OF THE BLOOMINGTON CITY CODE

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

WHEREAS, pursuant to the Illinois Municipal Code, the City of Bloomington has authority to create and to establish, by ordinance, zoning regulations and districts, and to amend said regulations and districts from time to time; and,

WHEREAS, the Bloomington City Council adopted a comprehensive text amendment to Chapter 44 of the City Code on March 11, 2019; and,

WHEREAS, the city desired to evaluate said text amendment after one year and make minor amendments, clarifications, modifications, and deletions as necessary; and,

WHEREAS, pursuant to Chapter 44.17-6 of the Bloomington City Code, the City Council has the power to pass this resolution to initiate minor amendments, clarifications, modifications and deletions to its zoning regulations, Chapter 44 of the Bloomington City Code, and to direct the Bloomington Planning Commission to hold a public hearing on said amendments.

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

1. That the City Council directs city staff to initiate minor text amendments to the Bloomington Zoning Ordinance, Chapter 44 of the Bloomington City Code;

2. That the Bloomington Planning Commission shall hold a public hearing, after due notice as required by law, on said amendments.

PASSED this 13th day of April 2020.

APPROVED this ____ day of April 2020.

CITY OF BLOOMINGTON

_____
Tari Renner, Mayor

ATTEST

_____
Leslie Smith-Yocum, City Clerk

EXHIBIT A

MINOR AMENDMENTS, CLARIFICATIONS, MODIFICATIONS and DELETIONS to Chapter 44 of the Bloomington City Code.

Code Reference	Proposed Amendments	Justification
Chapter 2-Title	BLOOMINGTON ZONING ORDINANCE – ~~SECTION~~ DIVISION 2	Modification—consistency
Table 5(2)A: Business Districts-Permitted and Special Uses	Delete footnote "4" text and leave blank for future reference.	Deletion—redundant, footnote 4 was the same as footnote 1
Table 5(2)A: Business Districts-Permitted and Special Uses	Change the footnote reference from "3 maximum height of 45'" to "1 special use required when use adjoins a residential district boundary line" for the following uses: "Car Wash" in B-1; "Farm Machinery Sales and Service" in B-1; "Vehicle Rental Service" in B-1; "Entertainment and Exhibition Venues" in B-1; "Kennels, with no outdoor exercise area" in B-1, B-2, C-1 and D-3; "Bars, Taverns and Nightclubs" in B-1; "Drive-Through, attached to retail or service use" in B-1 and B-2; "Gun Shops" in B-1 and B-2;	Clarification—footnotes incorrect
Table 5(2)A: Business Districts-Permitted and Special Uses	Delete the footnote "2-use is permitted only when located above the first story above grade" for "Place of Worship" in the B-1 district.	Clarification—footnotes incorrect
Table 5(2)A: Business Districts-Permitted and Special Uses	Add "Place of Worship" with a "special use" in the B-2 district	Addition—to address existing nonconformities
Table 5(2)A: Business Districts-Permitted and Special Uses	Add "Commercial Recreation Facilities" as a "special use" in the D-2 and D-3 districts	Addition
Table 5(2)A: Business Districts-Permitted and Special Uses	Modify "Sports and Fitness Establishments" in the D-2 district from "special use" to "permitted use"	Modification—consistency with adjacent districts and uses

Table 5(2)A: Business Districts-Permitted and Special Uses	Add "Theaters and Auditoriums" as a permitted use in the D-2 district	Addition—to address existing nonconformities
Table 5(2)A: Business Districts-Permitted and Special Uses	Add "Bus and Taxi Passenger Terminals" as a "special use" in the D-2 and D-3 districts	Addition—consistency with adjacent districts and uses
Table 6(2)A: Manufacturing Districts-Permitted and Special Uses	Add "Place of Worship" with a "special use" in the M-1 district	Addition—to allow consistency with other assembly uses in district
9-4A Permitted Encroachments in Required Yards.	"Table 9-45"	Modification—incorrect reference
9-4B Permitted Encroachments in Public Rights-of-Way.	"provided a minimum 5'4' wide clear path be maintained"	Clarification—to ensure compliance with ADA
9-5B Principal Building on a Lot (nonresidential districts)	"In all other districts, and subject to the site plan review requirements in 5 of this Code, more"	Deletion—simplify
9-7A5(B)—Temporary Uses	"items described in Section 9-78 A.34 (a), (b), (c), and (l).	Modification—incorrect reference
9-10 B. Fence Materials	Fence Materials. "1. Residential fences shall not be constructed of chain link, wire mesh, barbed wire, electrically charged fence, or topped with sharp edged materials. In residential districts, chain link fence may be allowed in the rear yard when not visible from the street. 2. In all other districts, except in the agricultural, manufacturing and P-3 Airport District, fences shall not be constructed of chain link, wire mesh, barbed wire, electrically charged fence, or topped with sharp edged materials."	Addition and Clarification—to allow residential uses to have chain link fences in rear yards not visible from street (addressing economic hardship) and clarify regulations between residential and other nonresidential districts
9-11D1. Outdoor Lighting.	"General. All outdoor lights used to illuminate any lot in any district business, manufacturing or public	Clarification--simplify

	~~interest district that is adjacent to or across a street from any lot in a residential district~~ shall be so shielded and directed as to protect ~~such residentially zoned~~ adjacent lots or lots across the street from direct or reflected glare."	
10-15A2(a) Operational Standards for Commercial Recreation Facilities	"It shall be unlawful for any person to set up for operation or allow operation of more than sixty (60) such mechanical, electronic and/or video type game machines in any one location or establishment in the ~~B-1,~~ B-2, and ~~B-3~~ D-1, D-2, and D-3 Districts and more than one hundred forty (140) such machines in any one location or establishment in the ~~C-3~~ B-1 District."	Modification—incorrect references
10-20A. Home Occupations	"A home occupation or profession shall be permitted as an accessory use in the A and R districts subject to the following restrictions"	Addition—incorrect reference
Division 12. Off-Street Parking and Loading Table of Contents	Add "12-9 Adjustments to Required Parking." Renumber: 12-~~9~~10 Other Parking Uses 12-~~10~~11 Loading Design Standards 12-~~11~~12 Off-Street Loading Requirements 12-~~12~~13 Bicycle parking requirements 12-~~13~~14 Mobility and circulation	Modification—missing reference
12-3E5	"recreational equipment must be on a hard surface as defined in ~~Section 3-2~~ Division 16 of this Code"	Modification—incorrect reference
12-3E6	"Camping trailers, domestic utility trailers, boats on trailers, and other items of recreational equipment stored on trailers need to be a compacted surface, as defined by ~~Section 10~~ Division 16 of this Code"	Modification—incorrect reference
12-4	Renumber Subsection "G" to "B"	Modification—incorrect reference, consistency

12-5B3	"Where ten (10) or more parking spaces are required, off-street parking areas shall be located a minimum distance of twelve (12) ~~six (6)~~ feet from the property line, in front yards, and six (6) feet from the side and rear property lines to accommodate a landscaped perimeter as provided in Division 13."	Modification—consistency with Division 13
Graphic 12-5B	Amend graphic to reflect twelve (12) foot setback in front yards.	Modification—consistency with Division 13
12-6F2(a)	"Driveways leading to parking lots of ten (10) parking spaces or more shall conform to the requirements of Section 12-6 ~~F~~D.1. of this Code."	Modification—incorrect reference
12-6H3	Dimensions for compact spaces are shown in Table 12-6 I. ~~X.~~	Modification—incorrect reference
13-4E2 Sight Distance Requirements	"shall be in compliance with Section 9-9 ~~4-5 E~~. of this Code and the following visibility triangle standard:"	Modification—incorrect reference
Graphic 13-7(B)	Amend graphic to reflect twelve (12) foot setback in front yards.	Modification—for consistency
Graphic 13-7(C)	Amend graphic to reflect twelve (12) foot setback in front yards.	Modification—for consistency
16-2-Definitions "A"	ARTISANAL/CRAFT PRODUCTION AND RETAIL: An establishment for the preparation, display, and sale of individually crafted artwork, jewelry, furniture, sculpture, pottery, leathercraft, hand-woven articles, and related items of artisanal quality. This category also includes small scale alcohol production* outlined and defined in (235 ILCS 5/5-1) (from Ch. 43, par. 115). *production amounts and distribution requirements regulated by the Illinois Municipal Code and Chapters 6 and 26 of the City of Bloomington City Code	Modification—to match ordinance adopted in 2016

16-9-Defintions “H”	HARD SURFACE: Means any asphalt or concrete surface of an approved thickness as required by Division ~~7~~12 of this Code, but excluding rock, gravel, grass, or dirt.	Modification—incorrect reference
16-9-Defintions “H”	HOME OCCUPATION: An occupation or business conducted within any dwelling unit which meets the standards of ~~Section~~ Division ~~4-4 D~~10-20 of this Code.	Modification—incorrect reference
Division 17 Table of Contents	Delete ~~17-14 Zoning Compliance Certificate;~~ Renumber 17-~~15~~14 Zoning Verification Letters, 17-~~16~~15 Complaints and Penalties	Deletion—obsolete Modification—incorrect reference
17-5 Notice and Public Hearings	“Notices shall also be sent by ~~first class~~ mail”	Deletion—consistency with actual practice
17-7D4(l)	“Landscaping plan indicating the size, location and general characteristic of plant materials as specified in Division 13 of this Zoning Ordinance.”	Addition—clarification
17-7J Expiration and Revocation of special use permits and existing special use.	The revocation or expiration of a special use permit issued pursuant to ~~Section 10-3 of~~ this Code or ~~the expiration or revocation~~ of an existing special use shall cause the use to become an illegal use for the property in question and shall be subject to the enforcement procedures ~~under Section 13-1~~ of this Code.	Deletion—simplify
17-7L Change of Use.	“In any case where a special use permit has been granted or where existing special use status has been granted, and the special use has been established, a change in use, from the approved or authorized special use to another use, shall cause the special use permit or existing special use status authorized by ~~Section 10-3 of~~ this Code to expire.”	Deletion—simplify

17-9E3(b) Minor Changes to an approved site plan.	"Minor changes to an approved site plan are those that do not change the intent or character of development or modify the conditions of approval. Examples of minor changes are ~~such as~~ slight adjustments to the in the location, siting, and height of structures, the location of parking stalls and loading areas, and the location and species of landscaping. Minor changes may be authorized by the Director of Community Development pursuant to the administrative procedures in Section 17-9 F.;"	Clarification
17-12D1 Administrative Appeals	"In appeals to the Board from decisions of the administrator denying a ~~sign~~ permit or declaring a ~~sign~~ structure to be illegal, the Board's scope of review shall be limited to determining whether or not the Administrator's decision is in accordance with the requirements of ~~the Sign~~ this Code and applicable law and accordingly affirm or reverse the appealed decision. The Board may direct the Administrator to issue the permit or statement permitting the ~~sign~~ structure in accordance with its decision or may remand the matter for further consideration and investigation consistent with the Board's ruling"	Clarification

CONSENT AGENDA ITEM NO. 7.P

FOR COUNCIL: April 13, 2020

SPONSOR: Community Development Department

WARD IMPACTED: Ward 6

SUBJECT: Consideration and action on an Ordinance Approving a Zoning Map Amendment for a Portion of Sunnyside Park (Located at 1712 to 1724 W. Illinois Street) Approximately 1.7 Acres, from R-1C Single Family Residential District to P-2 Public Lands and Institutions District, as requested by the Community Development Department.

RECOMMENDED MOTION: The proposed Ordinance be approved.

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

STRATEGIC PLAN SIGNIFICANCE:
-Objective 3a. Retention and growth of current local businesses

BACKGROUND: The subject property, a portion of Sunnyside Park, is located south of W. Illinois Street and the Union Pacific rail line, north of W. Indiana Street, and west of Erickson Street. The public park was developed in 1970 with the assistance of funding from the Department of Housing and Urban Development. The City acquired and demolished multiple substandard homes located on the south side of Illinois Street, and along both the north and the south sides Iowa Street, which has since been vacated. The zoning was amended to Public Lands and Institutions for much of the property, however the lots south of the vacated Iowa Street, approximately 1.7 acres, retain their residential zoning. Consequently, the park property has dual zoning, P-2 and R-1C.

On August 26th, 2019, Council approved a real estate agreement with the Boys and Girls Club (Ordinance 2019-69) to sell approximately 3.4 acres of park land that will be improved with a new $12-$15 million 45,000 square foot space that will serve hundreds of children from Bloomington, Normal and McLean County. The property under contract has dual zoning, P-2 and R-1C. Additionally, a portion of the property that will remain park has the same dual zoning designation. Per the real estate agreement, the Boys and Girls Club initiated a zoning map amendment to change the R-1C portion of the property to P-2. The proposed zoning map amendment will clean up the dual zoning and provide for consistency across the entire parcel and remaining parkland. The P-2, Public Lands and Institutions District, allows for the proposed recreational uses as well as other noncommercial uses, like a park or other nonprofit organization. The R-1C, Single Family Residential District does not allow for the proposed use, and primarily permits single family homes.

The Planning Commission held a public hearing on the application on March 11, 2020. The staff report and supplemental materials from the public hearing are online at https://www.cityblm.org/Home/ShowDocument?id=24110. The Planning Commission voted that the application meets the standards for a zoning map amendment and that the

application is in the best interest of the community. The Planning Commission unanimously recommended approval of the application.

City staff is aware of heightened concerns regarding the current COVID-19 pandemic, however this agenda item is operational in nature and expected to have little to no impact on City resources or finances.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: The Bloomington Planning Commission held a public hearing on the application on March 11, 2020. The city published legal notice for the hearing in *The Pantagraph* on February 25, 2020. Sixty three notices were mailed to property owners within 500 feet of the subject property, and the city placed a large metal notification sign on the subject property. No one, outside of the applicant, spoke in favor of the application. No one spoke against the map amendment. The Planning Commission voted 8-0 to unanimously recommend approval of the zoning map amendment. The Commission's recommendation is consistent with the staff recommendation.

FINANCIAL IMPACT: N/A

COMMUNITY DEVELOPMENT IMPACT: Goal CWB-3. Develop a coordinated and efficient system of services that addresses comprehensive needs of children, families, and communities; Goal HL-1. Create a park and green space system that provides for a variety of active and passive recreational and wellness activities for current and future residents; and Goal CF-1. Continue to provide quality public facilities and services.

Respectfully submitted for Council consideration.

Prepared by: Katie Simpson, City Planner

Reviewed by:

Robert G. Mahrt, Community Development Director 4/6/2020

Chris Tomerlin, Budget Manager 4/6/2020

George Boyle

George Boyle, Assistant Corporation Counsel 4/7/2020

Tara Henry, Legislative Assistant 4/8/2020

Recommended by:

Tim Gleason, City Manager

Attachments:

- CD 1B Ordinance
- CD 1C Draft Planning Commission minutes 3.11.20

ORDINANCE NO. 2020 – _____

AN ORDINANCE APPROVING A ZONING MAP AMENDMENT FOR A PORTION OF SUNNYSIDE PARK (LOCATED AT 1712 TO 1724 W. ILLINOIS STREET), APPROXIMATELY 1.7 ACRES, FROM R-1C SINGLE FAMILY RESIDENTIAL DISTRICT TO P-2 PUBLIC LANDS AND INSTITUTIONS DISTRICT

WHEREAS, there was heretofore filed with the Community Development Department of the City of Bloomington, McLean County, Illinois, a petition requesting to rezone the property commonly described as 1712 to 1724 W. Illinois 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, the Bloomington Planning Commission, after proper notice was given, conducted a public hearing on said petition to rezone the Property from R-1C Single Family Residential District to P-2 Public Lands and Institutions and adopted findings of fact on same; and

WHEREAS, the Bloomington Planning Commission found the requested rezoning to be in the best interest of the City of Bloomington and to comply with the findings of fact guided by those purposes, standards and objectives of the City Code as set forth in Chapter 44 Division 17-6, E2; and

WHEREAS, following said public hearing, the Planning Commission recommended approval of rezoning of the Property and zoning map amendment to P-2 Public Lands and Institutions; and

WHEREAS, the City Council is authorized to adopt this Ordinance and approve the petition to rezone said Property.

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

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

Section 2. That the requested rezoning is in the best interest of the City of Bloomington and that the Petition requesting rezoning of the property commonly described as 1712 to 1724 W. Illinois Street, legally described in Exhibit A which is attached hereto and made part hereof by this reference, from R-1C Single Family Residential District to P-2 Public Lands and Institutions, and said petition is hereby approved.

Section 3. This Ordinance shall become effective immediately upon its passage and approval.

PASSED on this 13th day of April 2020.

APPROVED on this _____ day of April 2020.

CITY OF BLOOMINGTON

_____
Tari Renner, Mayor

ATTEST

_____
Leslie Smith-Yocum, City Clerk

EXHIBIT A

Legal Description

Lots 1 thru 25 in Block 6 Sunnyside Subdivision of Lot 16 in the Subdivision of the south half of Section 5, Township 23 North, Range 2 East of the Third Principal Meridian, McLean County Illinois.

Part of PIN 21-05-353-024

DRAFT
MINUTES
PUBLISHED BY THE AUTHORITY OF
THE PLANNING COMMISSION OF BLOOMINGTON, ILLINOIS
WEDNESDAY, MARCH 11, 2020, 4:00 P.M.

Roll Call

The Planning Commission convened in Regular Session in the City Council Chambers, City Hall Building, 109 E. Olive Street at 4:00 p.m., Wednesday, March 11, 2019. The Meeting was called to order by Chairperson Megan Headean.

Attendee Name	Title	Status
Ms. Megan Headean	Chair	Present
Mr. Tyson Mohr	Vice Chair	Present
Mr. Justin Boyd	Commissioner	Present
Mr. Thomas Krieger	Commissioner	Absent
Ms. Megan McCann	Commissioner	Present
Mr. Mark Muehleck	Commissioner	Present
Mr. John Protzman	Commissioner	Present
Mr. David Stanczak	Commissioner	Present
Mr. Kevin Suess	Commissioner	Present
Mr. George Boyle	Assistant Corporate Council	Present
Mr. Bob Mahrt	Community Development Director	Present
Ms. Katie Simpson	City Planner	Present
Ms. Casey Weeks	Assistant City Planner	Absent

Public Comment

Chairperson Headean opened the floor for public comment and the following people came forward: None.

Minutes

The Commission reviewed the minutes from the February 26, 2020 regular meeting of the Bloomington Planning Commission.

Vice chair Mohr made a motion, seconded by Commissioner McCann, that the Minutes from the February 26, 2020 minutes be approved as presented:

AYES: Suess; Stanczak; Protzman; Muehleck; McCann; Boyd; Mohr; Chairperson Headean

Motion carried

Regular Agenda

CASE Z-03-20 Public hearing, review and action on a petition submitted by The Boys and Girls Club (purchaser) requesting a zoning map amendment for a portion of

Sunnyside Park (1712-1724 W. Illinois Street) rezoning the property from R-1C, Single Family Residential District to P-2, Public Lands and Institutions.

Chairperson Headean opened the public hearing. Ms. Simpson provided the staff report and staff's positive recommendation. Ms. Simpson explained that the subject property, Sunnyside Park, is a 16-acre, city owned park created in 1960 by demolishing a number of homes and vacating a portion of Iowa Street. She shared photos of the subject property, an aerial view, a zoning map and photos of the surrounding and adjacent properties and uses. She explained that subject property has two zoning designations: R-1C Single Family Residential and P-2, Public Lands and Institutions. The portion of the property currently zoned, R-1C Single Family Residential District, is inappropriate and that the propose zoning, P-2 Public Lands and Institutions, is consistent with the zoning on the rest of the property. She explained that the R-1C zoning is a remnant of the single-family neighborhood that was raised in 1960 when Sunnyside Park was established. Ms. Simpson denoted that the petitioner, the Boys and Girls Club, operate in the neighborhood and have entered into a purchase agreement for 3.4 acres with the City of Bloomington. She stated that the petition is proposing to construct a new facility on the 3.4 acres and the zoning map amendment facilitates this reinvestment in vacant property. Ms. Simpson provided staff's analysis and concluded that the application meets the standards for a zoning map amendment.

Mr. Neil Finlen, Farnworth Group, spoke on behalf of the petitioner and the petition. He explained that he is the engineer working with the Boys and Girls Club on their new project. He introduced Tony Morstatter, Director of the Boys and Girls Club. Mr. Finlen described the location of the proposed parking lot and facility to the adjacent dwelling units.

No one, outside of the petitioner spoke in favor of the petition. No one spoke against the petition. Chairperson Headean closed the public hearing at 4:15 p.m.

Commissioner Boyd made a motion, seconded by Commissioner Stanczak, that the map amendment was in the public interested and that the Commission adopt the finding of fact as presented by staff, which resulted in the following:

AYES: Suess; Stanczak; Protzman; Muehleck; McCann; Boyd; Mohr; Chairperson Headean

NAYS: none.

Motion carried

Commissioner Boyd made a motion, seconded by Commissioner Stanczak, to recommend that the Council approve case Z-03-20, a petition submitted by The Boys and Girls Club (purchaser) requesting a zoning map amendment for a portion of Sunnyside Park (1712-1724 W. Illinois Street) rezoning the property from R-1C, Single Family Residential District to P-2, Public Lands and Institutions, which resulted in the following:

AYES: Suess; Stanczak; Protzman; Muehleck; McCann; Boyd; Mohr; Chairperson Headean

NAYS: none.

Motion carried

OLD BUSINESS

Vice Chair Mohr announced that he was coordinating a Smart Towns Conference for April 14, 2020 at 6:00 pm at Illinois Wesleyan University.

NEW BUSINESS

None.

ADJOURNMENT

Commissioner Boyd made a motion, seconded by Commissioner Stanczak, that the meeting be adjourned.

Motion carried (viva voce)

The meeting adjourned at 4:16 p.m.

CITY OF BLOOMINGTON	**ATTEST**
Chair Megan Headean	Katie Simpson, City Planner

DRAFT

CONSENT AGENDA ITEM NO. 7.Q

FOR COUNCIL: April 13, 2020

SPONSOR: Public Works Department

WARD IMPACTED: Ward 8

SUBJECT: Consideration and action on an Ordinance Approving the Final Plat of Bloomington Commons Subdivision, as requested by the Public Works Department.

RECOMMENDED MOTION: The proposed Ordinance be approved, subject to the petitioner providing the required sureties.

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

STRATEGIC PLAN SIGNIFICANCE:
-Objective 3b. Attraction of new targeted businesses that are the "right" fit for Bloomington
-Objective 3a. Retention and growth of current local businesses

BACKGROUND: Public Works is recommending an ordinance approving the Final Plat for Bloomington Commons Subdivision, subject to the petitioner providing the necessary sureties for public improvements. A surety is collected to assure construction of public improvements. The proposed final plat facilitates the subdivision of an existing 18-acre shopping center and aligns with the Preliminary Plan approved by Council on February 10, 2020 (Ord. 2020-04). The proposed final plat consists of five lots and is located south of Empire Street and east of Veterans Parkway. The existing Parcel Identification Number (PIN) for the property is 21-02-201-002, and the current address is 1701-1703 E. Empire Street.

The zoning in this area is B-1, General Commercial District. Approval of this final plat will facilitate a new restaurant development on the lot and redevelopment of the vacant Toys R Us property. The proposed use is permitted in this zoning district. The final plat complies with City engineering standards (Manual of Practice and Chapter 24 of City Code). City staff has no objections to the plat.

City staff is aware of heightened concerns regarding the current COVID-19 pandemic. However, this agenda item was initiated by a private entity working to redevelop an existing site. Staff is recommending action and approval, since delay could negatively impact this investment in our community. This project is expected to have little to no impact on City resources or finances.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Core Bloomington Commons, LLC, and Southern Centers at Hialeah as Tenants in Common (TIC).

FINANCIAL IMPACT: Core Bloomington Commons, LLC, and Southern Centers at Hialeah as Tenants in Common (TIC) paid all survey and plat costs. Sureties are due as part of this subdivision. See tap-on/surety attachment for additional information. Approval of the Final

Plat will facilitate investment in vacant property. The development could result in increased property, sales, and food & beverage tax revenues for the City.

COMMUNITY DEVELOPMENT IMPACT: Goal ED-1. Ensure a broad range of employment opportunities for all residents, Objective ED-1.2 Leverage community assets in attracting businesses. Goal ED-4. Enhance the image of Bloomington as a business-friendly community, Objective ED-4.2. Prioritize infill and redevelopment to spur growth and reinvestment in the City.

Respectfully submitted for Council consideration.

Prepared by: Tony Meizelis, Civil Engineer I

Reviewed by:

Kevin Kothe, City Engineer 3/30/2020

Chris Tomerlin, Budget Manager 3/31/2020

George Boyle

George Boyle, Assistant Corporation Counsel 4/3/2020

Tara Henry, Legislative Assistant 4/8/2020

Recommended by:

Tim Gleason, City Manager

Attachments:

- PW 12B Ordinance and Legal Description_Bloomington Commons Final Plat Ordinance 04132020
- PW 12C Final Plat_Bloomington Commons Final Plat Ordinance 04132020
- PW 12D Owner's Petition_Bloomington Commons Final Plat Ordinance 04132020
- PW 12E County Clerk's Certificate_Bloomington Commons Final Plat Ordinance 04132020
- PW 12F Owner's Certificate_Bloomington Commons Final Plat Ordinance 04132020
- PW 12G School District Certificate_Bloomington Commons Final Plat Ordinance 04132020
- PW 12H Final Plat Checklist_Bloomington Commons Final Plat Ordinance 04132020
- PW 12I Plat Map_Bloomington Commons Final Plat Ordinance 04132020
- PW 12K Tap-On Memo_Bloomington Commons Final Plat Ordinance 04132020
- PW 12J Drainage Certificate_Bloomington Commons Final Plat Ordinance 04132020

ORDINANCE NO. 2020 - __

AN ORDINANCE APPROVING THE FINAL PLAT OF BLOOMINGTON COMMONS SUBDIVISION

WHEREAS, there was heretofore filed with the Community Development Department of the City of Bloomington, McLean County, Illinois, a Petition for approval of the Final Plat of Bloomington Commons Subdivision dated March 27, 2020, legally described in Exhibit A, attached hereto and made a part hereof by this reference; and

WHEREAS, said Petition aligns with the Preliminary Plan approved on February 10, 2020 (Ordinance 2020-04) and requests no exemptions or variations from the provisions of the Bloomington City Code, 1960, as amended; and

WHEREAS, said Petition is valid and sufficient and conforms to the requirements of the statutes in such cases made and provided, and the Final Plat attached to said Petition was prepared in compliance with requirements of the Bloomington City Code;

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

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

SECTION 2. That the Final Plat of Bloomington Commons Subdivision, dated March 27, 2020 is hereby approved.

SECTION 3. This ordinance shall be effective immediately after the date of its passage and approval.

SECTION 4. This ordinance is passed and approved pursuant to the home rule authority granted by Article VII, Section 6 of the 1970 Illinois Constitution.

PASSED this 13th day of April 2020.

APPROVED this _____ day of April 2020.

CITY OF BLOOMINGTON

_____
Tari Renner, Mayor

ATTEST

_____
Leslie Smith-Yocum, City Clerk

Exhibit A: Legal Description

A PART OF THE NORTHEAST QUARTER OF SECTION 2, TOWNSHIP 23 NORTH RANGE 2 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE EAST RIGHT-OF-WAY LINE OF U.S. ROUTE 66 (F.A. ROUTE 5) SAID POINT BEING 1,405.17 FEET NORTH OF THE SOUTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 2 AS MEASURED ALONG SAID EAST RIGHT-OF-WAY LINE. FROM SAID POINT OF BEGINNING THENCE NORTH 2 DEGREES 45 MINUTES WEST 396.53 FEET ALONG SAID RIGHT-OF-WAY LINE; THENCE NORTH 2 DEGREES 21 MINUTES 311.3 FEET; THENCE NORTH 42 DEGREES 36 MINUTES EAST 628.85 FEET; THENCE NORTH 84 DEGREES 47 SECONDS EAST 305.65 FEET; THENCE SOUTH 2 DEGREES 10 MINUTES EAST 42 FEET; THENCE NORTH 87 DEGREES 31 MINUTES EAST 71.4 FEET TO A POINT WHICH IS 329.3 FEET WEST OF THE WEST LINE OF LOT 2 IN THE NORTHEAST QUARTER OF SECTION 2 IN THE ESTATE OF JAMES STEELE AS SHOWN BY PLAT IN CHANCERY RECORDED 33 AT PAGE 381, MCLEAN COUNTY, ILLINOIS; THENCE SOUTH 1 DEGREE 58 MINUTES EAST 937.72 FEET PARALLEL WITH THE WEST LINE OF SAID LOT 2; THENCE SOUTH 88 DEGREES 02 MINUTES WEST 175 FEET; THENCE SOUTH 01 DEGREE 58 MINUTES EAST 200 FEET PARALLEL WITH THE WEST LINE OF SAID LOT 2; THENCE SOUTH 88 DEGREES 37 MINUTES WEST 661.62 FEET TO THE POINT OF BEGINNING, IN MCLEAN COUNTY, ILLINOIS.

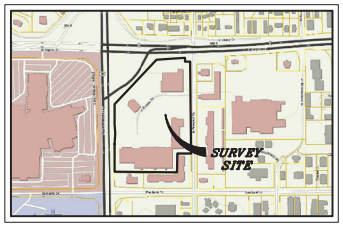
EXCEPTING THEREFROM THAT PART OF LAND CONVEYED TO THE CITY OF BLOOMINGTON BY WARRANTY DEED RECORDED FEBRUARY 26, 1981 AS DOCUMENT NUMBER 81-1658.

ALSO EXCEPTING THEREFROM THAT PART CONVEYED TO THE STATE OF ILLINOIS, DEPARTMENT OF TRANSPORTATION BY DOCUMENT NUMBER 97-2858 AND AS SHOWN ON PLAT OF HIGHWAYS RECORDED AS DOCUMENT NUMBER 96-12491.

Existing Pin: 21-02-201-002

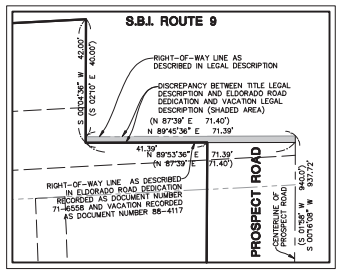
FINAL PLAT
OF
BLOOMINGTON COMMONS SUBDIVISION

PART OF THE NORTHEAST QUARTER OF SECTION 2, TOWNSHIP 23 NORTH RANGE 2 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN MCLEAN COUNTY, ILLINOIS.



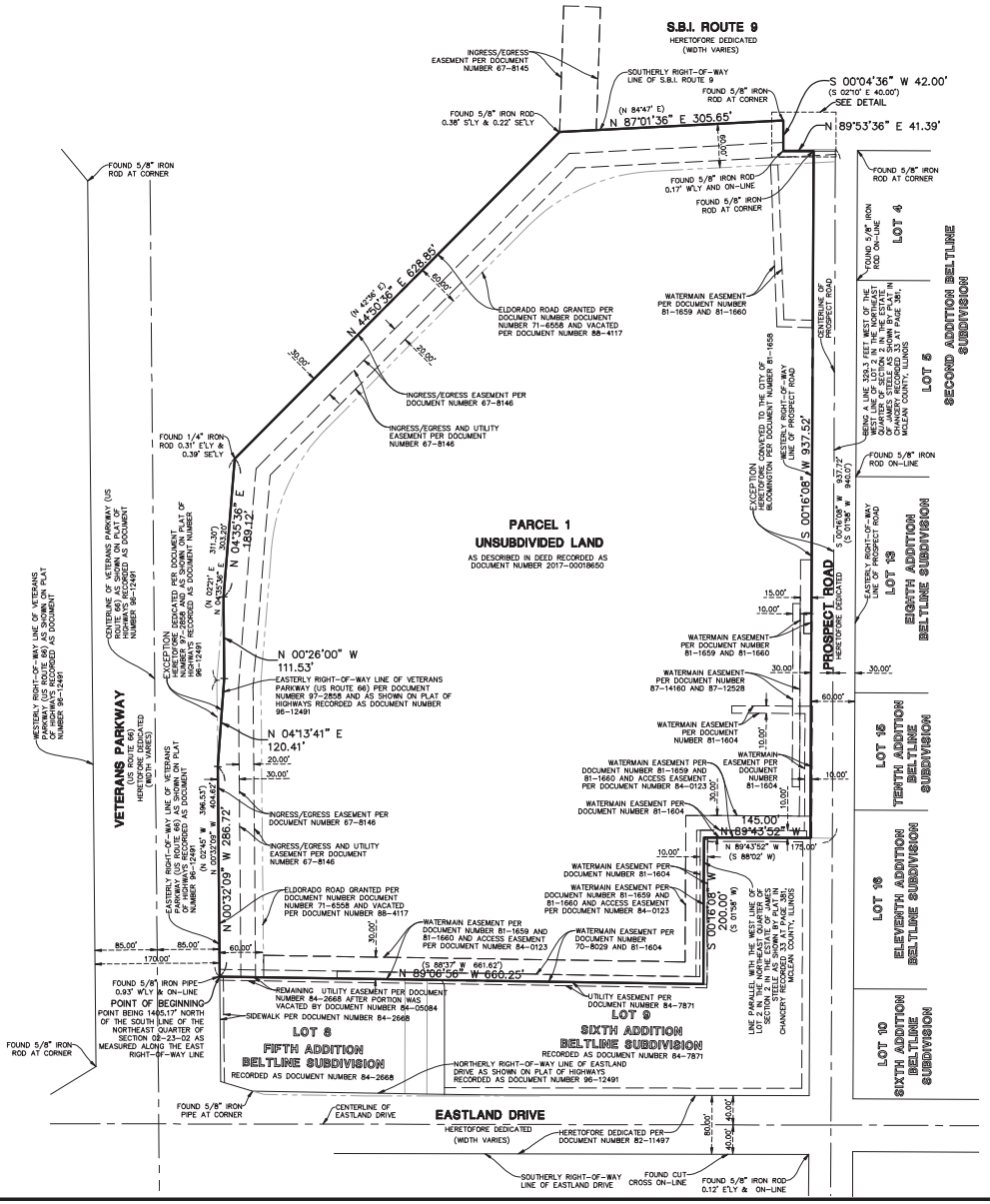
LOCATION MAP

NOT TO SCALE



DETAIL

SCALE 1"=20'



SURVEYOR'S NOTES

1. DISTANCES ARE MARKED IN FEET AND DECIMAL PLACES THEREOF. NO DIMENSION SHALL BE ASSUMED BY SCALE MEASUREMENT HEREON. DISTANCES AND/OR BEARINGS SHOWN IN PARENTHESIS (456.67') ARE RECORD OR DEED VALUES.)

2. THIS SUBDIVISION CONSISTS OF LOTS 1 THROUGH 5 AND ARE PART OF AN INTEGRAL NUMBERING SYSTEM TO EMBRACE ALL OF BLOOMINGTON COMMONS SUBDIVISION.

3. THIS SUBDIVISION MAY BE SUBJECT TO MATTERS OF TITLE, WHICH MAY BE REVEALED BY A CURRENT TITLE REPORT, PRE-EXISTING EASEMENTS, SETBACKS AND OTHER RESTRICTIONS WHICH MAY BE FOUND IN A CURRENT TITLE REPORT, LOCAL ORDINANCES, DEEDS OR OTHER INSTRUMENTS OF RECORD MAY NOT BE SHOWN.

4. THE SURVEYED PROPERTY WILL BE FURTHER SUBJECT TO DECLARATION FOR STORM EASEMENTS, SIGNAGE, SHARED PARKING, MAINTENANCE, ETC. RECORDED AS DOCUMENT NUMBER _____.

5. MANHARD CONSULTING, LTD. IS A PROFESSIONAL DESIGN FIRM, REGISTRATION NUMBER 184003350, EXPIRES APRIL 30, 2021.

GRAPHIC SCALE

(IN FEET)
1 inch = 80 ft.

BASIS OF BEARINGS

COORDINATES AND BEARINGS ARE BASED UPON THE ILLINOIS STATE PLANE COORDINATE SYSTEM, EAST ZONE (NAD 83), ADJUSTED TO GROUND VALUES, AS ESTABLISHED BY A REAL-TIME KINEMATIC (RTK) GLOBAL NAVIGATION SATELLITE SYSTEM (GNSS) UTILIZING THE TRIMBLE VRS NOW NETWORK.

OWNER/DEVELOPER

CORE BLOOMINGTON COMMONS, LLC AND SOUTHERN CENTERS AT HIALEAH AS TENANTS IN COMMON
200 S WACKER DRIVE, SUITE 1325
CHICAGO, ILLINOIS 60606
312-881-6491

ATTORNEY

MARC S. JOSEPH
LEVENFELD PEARLSTEIN, LLC
2 LASALLE STREET, SUITE 1300
CHICAGO, ILLINOIS 60602
312-476-7571

LAND SURVEYOR

ERIC R. VESELY, PLS
MANHARD CONSULTING
ONE OVERLOOK POINT, SUITE 290
LINCOLNSHIRE, ILLINOIS 60069
847-325-5550

EXISTING PROPERTY AREA

797,627 SQUARE FEET (18.311 ACRES)

EXISTING PROPERTY ADDRESS

1701 EAST EMPIRE STREET

EXISTING PIN

21-02-201-002

SHEET INDEX

SHEET 1:	EXISTING LOT AND EASEMENT DETAILS
SHEET 2-3:	PROPOSED LOT AND EASEMENT DETAILS
SHEET 4:	CERTIFICATES, EASEMENT PROVISIONS, SURVEYORS NOTES AND CERTIFICATION

DRAWN BY	AAS
REVISIONS	
DATE	03/27/20 REVISED PER CITY REVIEW

Manhard CONSULTING LTD
One Overlook Point, Suite 290 • Lincolnshire, Illinois 60069 • 847.325.5550
Civil Engineers • Structural Engineers • Land Planners • Water Resource Engineers
Surveyors • Transportation Engineers • Water & Wastewater Engineers
Construction Managers • Environmental Scientists • Landscape Architects • Planners

BLOOMINGTON COMMONS SUBDIVISION
CITY OF BLOOMINGTON, ILLINOIS
FINAL PLAT OF SUBDIVISION

PROJ. MGR.:	JSP
PROJ. ENGR.:	ERV
DRAWN BY:	AAS
DATE:	3/6/2020
SCALE:	1"=80'

SHEET 1 OF 4

CAQBTILO1

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March 26, 2020 - 29:55 Dwg Name: \\nel-fs-nas\Projects-1\Corporate\Mary\Civil\Final Drawings\Final of Subdivision\Final Plat\01-CAQBTILO1-FP.dwg Updated By: ASHover

FINAL PLAT
OF
BLOOMINGTON COMMONS SUBDIVISION

PART OF THE NORTHEAST QUARTER OF SECTION 2, TOWNSHIP 23 NORTH RANGE 2 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN MCLEAN COUNTY, ILLINOIS.

GRAPHIC SCALE
40 0 20 40 80 160
(IN FEET)
1 inch = 40 ft.

N

PROPOSED PROPERTY AREA

LOT 1: 445,960 SQUARE FEET (10.238 ACRES)
LOT 2: 106,256 SQUARE FEET (2.439 ACRES)
LOT 3: 63,690 SQUARE FEET (1.462 ACRES)
LOT 4: 67,247 SQUARE FEET (1.544 ACRES)
LOT 5: 114,474 SQUARE FEET (2.628 ACRES)
TOTAL 797,627 SQUARE FEET (18.311 ACRES)

PROPOSED ACCESS EASEMENT

A BLANKET CROSS ACCESS EASEMENT OVER ALL PAVED SURFACES SHALL BE GRANTED OVER ALL LOTS

PROPOSED EASEMENT LEGEND

= PUBLIC UTILITY EASEMENT HEREBY GRANTED

= 3' NO ACCESS STRIP HEREBY GRANTED

S.B.I. ROUTE 9
HERETOFORE DEDICATED
(WIDTH VARIES)

VETERANS PARKWAY
HERETOFORE DEDICATED
(WIDTH VARIES)

PROSPECT ROAD
HERETOFORE DEDICATED

LOT 1
LOT 2
LOT 3
LOT 4
LOT 5

LOT 4
SECOND ADDITION BELTLINE SUBDIVISION

LOT 5
EIGHTH ADDITION BELTLINE SUBDIVISION

SEE SHEET 3

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Manhard CONSULTING LTD
Civil Engineers • Surveyors • Water Resource Engineers
Civil Engineers • Surveyors • Water Resource Engineers
Construction Managers • Environmental Scientists • Landscape Architects • Planners

DRAWN BY	REVISIONS	DATE
AAS		
		03/27/20 REVISED PER CITY REVIEW

BLOOMINGTON COMMONS SUBDIVISION
CITY OF BLOOMINGTON, ILLINOIS
FINAL PLAT OF SUBDIVISION

PROJ. MGR.: JSP
PROJ. ENGR.: ERV
DRAWN BY: AAS
DATE: 3/6/2020
SCALE: 1"=40'

SHEET 2 OF 4
CAQBTILO1

March 26, 2020 - 15:03 Dwg Name: \\mnl-fs-cae\Projects-LO\Caq\800\Vars\Vars\Final Drawings\Plat of Subdivision\Final Plat\100-03-CAQBTILO1-FP.dwg Updated By: JStover

FINAL PLAT
OF
BLOOMINGTON COMMONS SUBDIVISION

PART OF THE NORTHEAST QUARTER OF SECTION 2, TOWNSHIP 23 NORTH RANGE 2 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN MCLEAN COUNTY, ILLINOIS.

GRAPHIC SCALE
(IN FEET)
1 inch = 40 ft.

PROPOSED ACCESS EASEMENT

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PROPOSED PROPERTY AREA

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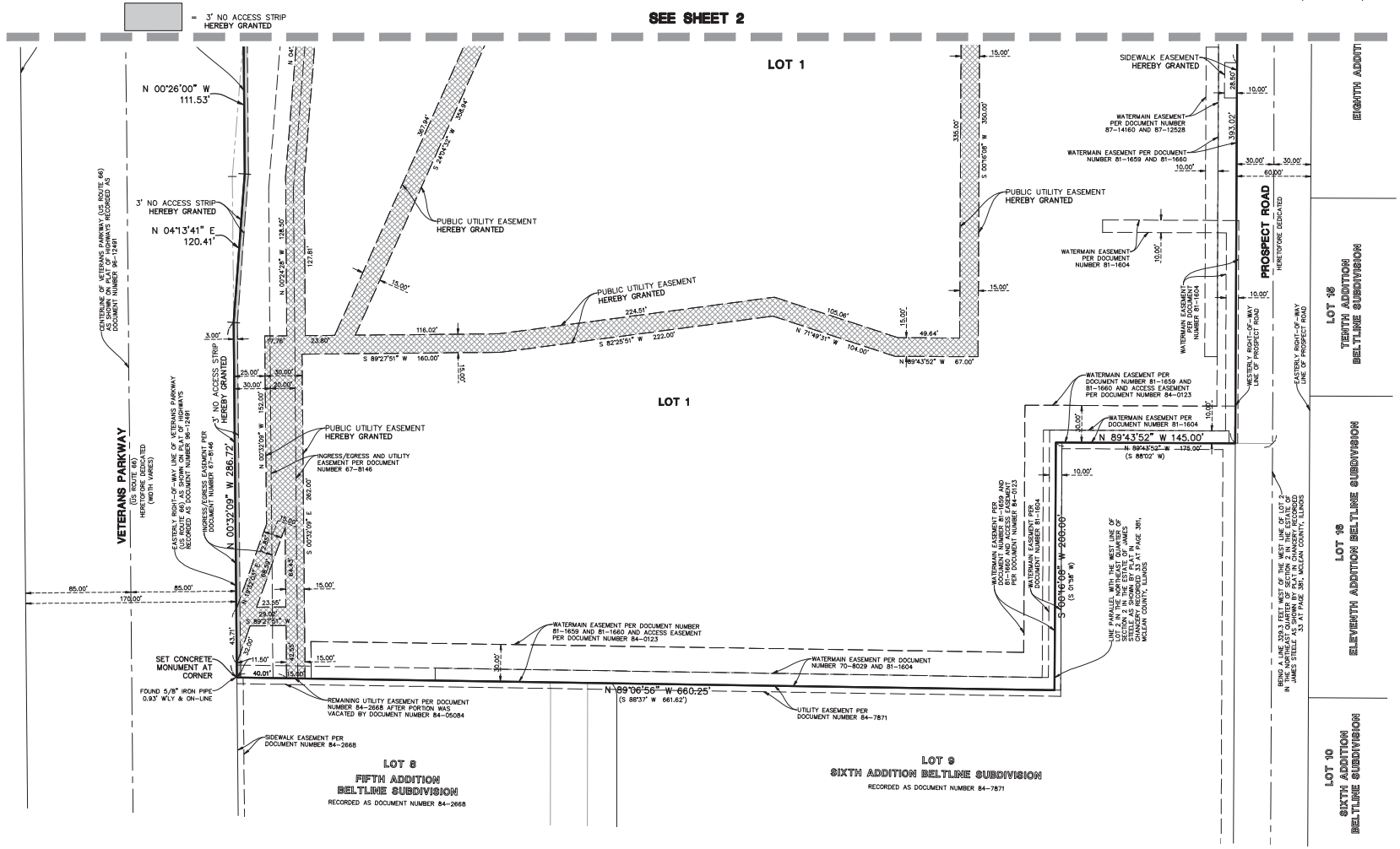

BLOOMINGTON COMMONS SUBDIVISION
CITY OF BLOOMINGTON, ILLINOIS
FINAL PLAT OF SUBDIVISION

PROJ. MGR.: JSP
PROJ. ENGR.: ERV
DRAWN BY: AAS
DATE: 3/6/2020
SCALE: 1"=40'

SHEET 3 OF 4

CAQBTILO1

DRAWN BY: AAS
REVISIONS
DATE: 03/27/20 REVISED PER CITY REVIEW

Manhard CONSULTING LTD
Civil Engineers • Surveyors • Water Resource Engineers
Land Planners • Landscape Architects • Planners
Construction Managers • Environmental Scientists

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March 26, 2020 - 15:03 Dwg Name: \\mtl-fs-nas\Projects-IO\Cad\800\Vets\Civil\Final Plat\02-03-CAQBTILO1-FP.dwg Updated By: ESteyer

FINAL PLAT
OF
BLOOMINGTON COMMONS SUBDIVISION

PART OF THE NORTHEAST QUARTER OF SECTION 2, TOWNSHIP 23 NORTH RANGE 2 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN MCLEAN COUNTY, ILLINOIS.

CITY CLERK'S CERTIFICATE

STATE OF ILLINOIS)
) SS
COUNTY OF MCLEAN)

I, _____ CITY CLERK OF SAID CITY, DO HEREBY CERTIFY THAT THE FOREGOING IS A TRUE AND COMPLETE COPY OF AN ORIGINAL PRESENTED, PASSED AND APPROVED AT A REGULAR MEETING OF SAID CITY COUNCIL HELD ON

THE _____ DAY OF_____, 2020, BY AN AFFIRMATIVE VOTE OF THE MAJORITY OF ALL MEMBERS SELECTED TO SAID COUNCIL, THE VOTE HAVING BEEN TAKEN BY YEAS AND NAYS AND ENTERED ON THE RECORD OF THE PROCEEDINGS OF SAID COUNCIL.

WITNESS MY HAND AND SEAL OF SAID CITY OF BLOOMINGTON,

THIS _____ DAY OF_____, A.D., 2020.

_____
CITY CLERK

CITY ENGINEER'S CERTIFICATE

STATE OF ILLINOIS)
) SS
COUNTY OF MCLEAN)

I, _____,CITY ENGINEER'S FOR THE CITY OF BLOOMINGTON, ILLINOIS, HEREBY CERTIFY THAT THE LAND IMPROVEMENTS DESCRIBED IN THE ANNEXED PLAT AND THE PLANS AND SPECIFICATIONS THEREFOR MEET THE MINIMUM REQUIREMENTS OF SAID CITY OUTLINED IN CHAPTER 24 OF THE BLOOMINGTON CITY CODE.

DATED AT BLOOMINGTON, ILLINOIS, THIS_____ DAY OF_____

PUBLIC UTILITY EASEMENT PROVISIONS

A PERMANENT, NON-EXCLUSIVE EASEMENT IS HEREBY RESERVED FOR AND GRANTED TO THE CITY OF BLOOMINGTON AND ITS RESPECTIVE SUCCESSORS AND ASSIGNS, JOINTLY AND SEVERALLY, TO INSTALL, RENEW, EXTEND, OPERATE, MAINTAIN AND REMOVE, FROM TIME TO TIME, FACILITIES USED IN CONNECTION WITH THE UNDERGROUND AND ABOVE GROUND TRANSMISSION, DISTRIBUTION AND/OR COLLECTION OF SANITARY SEWER AND WATER SERVICE (STORM SEWER SHALL BE PRIVATELY MAINTAINED). THIS EASEMENT SHALL EXTEND IN, UNDER, ACROSS, ALONG AND UPON THE SURFACE OF THE PROPERTY SHOWN AND LABELED "PUBLIC UTILITY EASEMENT". THIS EASEMENT SHALL GRANT THE RIGHT OF UNOBSTRUCTED ACCESS FOR INGRESS AND EGRESS AND PARKING TO PUBLIC UTILITY EASEMENTS ON THIS PLAT, THE RIGHT TO BORE UNDER PAVEMENT, THE RIGHT TO CUT, TRIM OR, REMOVE TREES, BUSHES AND ROOTS AS MAY BE REASONABLY REQUIRED INCIDENT TO THE RIGHT HEREIN GIVEN, AND THE RIGHT TO ENTER UPON THE SUBDIVIDED PROPERTY FOR ALL THESE PURPOSES. NO PERMANENT STRUCTURES OR OTHER OBSTRUCTIONS SHALL BE PLACED OVER GRANTEES' FACILITIES OR IN, UPON OR OVER EASEMENT WITHOUT WRITTEN CONSENT OF GRANTEE.

NO ACCESS STRIP PROVISIONS

A PERMANENT, NON-EXCLUSIVE RESTRICTIONS WHICH SHALL PROHIBIT VEHICULAR TRAFFIC FROM A LOT TO PUBLIC RIGHT-OF-WAY. THIS SHALL NOT RESTRICT ANY IMPROVEMENT FROM BEING CONSTRUCTED IN THIS AREA.

CROSS ACCESS EASEMENT PROVISIONS

A NON-EXCLUSIVE EASEMENT IS HEREBY RESERVED FOR AND GRANTED TO THE OWNERS OF ALL LOTS AND FUTURE LOTS WITHIN THIS SUBDIVISION AND THE CITY OF BLOOMINGTON, TOGETHER WITH THEIR RESPECTIVE SUCCESSORS AND ASSIGNS, JOINTLY AND SEVERALLY, TO PROVIDE CROSS ACCESS OVER ROADS, PARKING LOTS AND ALL PAVED SURFACES AND INGRESS AND EGRESS TO AND FROM THE SUBDIVIDED PROPERTY TO AND FROM PROSPECT ROAD. THIS EASEMENT IS FOR CROSS ACCESS, INGRESS AND EGRESS AND VEHICULAR PARKING PURPOSES ON OR WITHIN ANY OF THE LOTS AND FUTURE LOTS WITHIN THIS SUBDIVISION. ADDITIONALLY, THIS EASEMENT MAY BE FURTHER GOVERNED BY A DECLARATION OF EASEMENTS, COVENANTS AND RESTRICTIONS RECORDED SEPARATE FROM THIS PLAT.

SIDEWALK EASEMENT PROVISIONS

THE SIDEWALK EASEMENT HEREON SHOWN IS HEREBY RESERVED FOR AND GRANTED TO THE CITY OF BLOOMINGTON, ITS SUCCESSORS AND ASSIGNS FOR THE USE AND BENEFIT OF THE PUBLIC TO OPERATE, MAINTAIN, AND REMOVE, FROM TIME TO TIME, SIDEWALKS ACROSS, ALONG AND UPON THE SURFACE OF THE PROPERTY CONTAINED WITHIN THE DASHED LINED SHOWN HEREON. ALSO GRANTED HEREWITH IS THE RIGHT TO CUT, TRIM OR REMOVE TREES, BUSHES AND ROOTS AS MAY BE REASONABLY REQUIRED INCIDENT TO THE RIGHTS HEREIN GIVEN, AND THE RIGHT TO ENTER UPON THE SUBDIVIDED PROPERTY FOR ALL SUCH PURPOSES. OBSTRUCTIONS SHALL NOT BE PLACED OVER GRANTEE'S FACILITIES OR IN, UPON OR OVER THE PROPERTY WITHIN THE EASEMENTS WITHOUT THE PRIOR WRITTEN CONSENT OF GRANTEES. AFTER INSTALLATION OF ANY SUCH FACILITIES, THE GRADE OF THE PROPERTY SHALL NOT BE ALTERED IN A MANNER SO AS TO INTERFERE WITH THE PROPER OPERATION AND MAINTENANCE THEREOF.

PERMISSION TO RECORD

STATE OF ILLINOIS)
)SS
COUNTY OF LAKE)

I, ERIC R. VESELY, AN ILLINOIS PROFESSIONAL LAND SURVEYOR, HEREBY GRANT PERMISSION TO THE OWNERS REPRESENTATIVE TO RECORD THIS PLAT ON OR BEFORE JUNE 30, 2020. THE REPRESENTATIVE SHALL PROVIDE THIS SURVEYOR WITH A RECORDED COPY OF THIS PLAT.

DATED THIS 27TH DAY OF MARCH, A.D. 2020.

_____
ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 3855
LICENSE EXPIRES NOVEMBER 30, 2020

ERIC R. VESELY
ILLINOIS
PROFESSIONAL
LAND
SURVEYOR
NO. 3855
LINCOLNSHIRE, ILLINOIS

SURVEYORS CERTIFICATE

STATE OF ILLINOIS)
)SS
COUNTY OF LAKE)

I, ERIC R. VESELY, ILLINOIS PROFESSIONAL LAND SURVEYOR NUMBER 3855, DO HEREBY CERTIFY THAT I HAVE SURVEYED, IN ACCORDANCE WITH THE LAWS OF THE STATE OF ILLINOIS, AND WITH THE ORDINANCES OF THE CITY OF BLOOMINGTON, _____ FOR THE FOLLOWING DESCRIBED PROPERTY, TO-WIT:

A PART OF THE NORTHEAST QUARTER OF SECTION 2, TOWNSHIP 23 NORTH RANGE 2 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE EAST RIGHT-OF-WAY LINE OF U.S. ROUTE 66 (F.A. ROUTE 5) SAID POINT BEING 1,405.17 FEET NORTH OF THE SOUTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 2 AS MEASURED ALONG SAID EAST RIGHT-OF-WAY LINE, FROM SAID POINT OF BEGINNING THENCE NORTH 2 DEGREES 45 MINUTES WEST 396.63 FEET ALONG SAID RIGHT-OF-WAY LINE; THENCE NORTH 2 DEGREES 21 MINUTES 311.3 FEET; THENCE NORTH 42 DEGREES 36 MINUTES EAST 628.85 FEET; THENCE NORTH 84 DEGREES 47 SECONDS EAST 305.65 FEET; THENCE SOUTH 2 DEGREES 10 MINUTES EAST 42 FEET; THENCE NORTH 87 DEGREES 31 MINUTES EAST 71.4 FEET TO A POINT WHICH IS 329.3 FEET WEST OF THE WEST LINE OF LOT 2 IN THE NORTHEAST QUARTER OF SECTION 2 IN THE ESTATE OF JAMES STEELE AS SHOWN BY PLAT IN CHANCERY RECORDED 33 AT PAGE 381, MCLEAN COUNTY, ILLINOIS; THENCE SOUTH 1 DEGREE 58 MINUTES EAST 937.72 FEET PARALLEL WITH THE WEST LINE OF SAID LOT 2; THENCE SOUTH 88 DEGREES 02 MINUTES WEST 175 FEET; THENCE SOUTH 01 DEGREE 58 MINUTES EAST 200 FEET PARALLEL WITH THE WEST LINE OF SAID LOT 2; THENCE SOUTH 88 DEGREES 37 MINUTES WEST 661.62 FEET TO THE POINT OF BEGINNING, IN MCLEAN COUNTY, ILLINOIS.

EXCEPTING THEREFROM THAT PART OF LAND CONVEYED TO THE CITY OF BLOOMINGTON BY WARRANTY DEED RECORDED FEBRUARY 26, 1981 AS DOCUMENT NUMBER 81-1658.

ALSO EXCEPTING THEREFROM THAT PART CONVEYED TO THE STATE OF ILLINOIS, DEPARTMENT OF TRANSPORTATION BY DOCUMENT NUMBER 97-2858 AND AS SHOWN ON PLAT OF HIGHWAYS RECORDED AS DOCUMENT NUMBER 98-12491.

I FURTHER CERTIFY THAT I HAVE SUBDIVIDED THE SAME INTO 5 LOTS AND STREETS AS SHOWN ON THE ATTACHED PLAT AND FURTHER CERTIFY THAT IT CONTAINS 18.311 ACRES.

5/8" DIAMETER BY 24" LONG IRON RODS WILL BE SET AT ALL SUBDIVISION CORNERS, LOT CORNERS, POINTS OF CURVATURE AND POINTS OF TANGENCY IN COMPLIANCE WITH ILLINOIS STATUTES AND APPLICABLE ORDINANCES, UNLESS OTHERWISE NOTED.

I FURTHER CERTIFY THAT THE FOREGOING PLAT ACCOMPANYING THIS CERTIFICATE CORRECTLY REPRESENTS THE ABOVE DESCRIBED PROPERTY AS SUBDIVIDED.

THE FEDERAL EMERGENCY MANAGEMENT AGENCY FIRM COMMUNITY PANEL NUMBER 17113C0502E WITH AN EFFECTIVE DATE OF JULY 16, 2008 INDICATES THAT THE ABOVE DESCRIBED PROPERTY LIES WITHIN AREAS DESIGNATED AS ZONE X (UNSHADED). ZONE X (UNSHADED) IS DEFINED AS AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN PER THE FLOOD INSURANCE RATE MAPS. THIS MAP DOES NOT NECESSARILY SHOW ALL AREAS SUBJECT TO FLOODING IN THE COMMUNITY OR ALL PLANIMETRIC FEATURES OUTSIDE SPECIAL FLOOD HAZARD AREAS. THIS DOES NOT GUARANTEE THAT THE SURVEYED PROPERTY WILL OR WILL NOT FLOOD.

GIVEN UNDER MY HAND AND SEAL THIS 27TH DAY OF MARCH, A.D. 2020.

_____
ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 3855
LICENSE EXPIRES NOVEMBER 30, 2020

DESIGN FIRM PROFESSIONAL REGISTRATION
NO. 184003350-EXPIRES APRIL 30, 2021

THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS FOR A BOUNDARY SURVEY.

DATE OF FIELD SURVEY: FEBRUARY 18, 2020

ERIC R. VESELY
ILLINOIS
PROFESSIONAL
LAND
SURVEYOR
NO. 3855
LINCOLNSHIRE, ILLINOIS

DRAWN BY	
	AAS

DATE	REVISIONS
03/27/20	REVISED PER CITY REVIEW

Manhard CONSULTING LTD
Civil Engineers • Structural Engineers • Water Resource Engineers
Construction Managers • Environmental Scientists • Landscape Architects • Planners

BLOOMINGTON COMMONS SUBDIVISION
CITY OF BLOOMINGTON, ILLINOIS
FINAL PLAT OF SUBDIVISION

PROJ. MGR.:	JSP
PROJ. ENGR.:	DRV
DRAWN BY:	AAS
DATE:	3/6/2020
SCALE:	NA

SHEET
4 OF 4
CAQBTIL01

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March 27, 2020 - 12:39 File Name: \\manhard-nas\Projects-IL\Cagbtil01\Vault\Civil\Final Drawings\Plat of Subdivision\Final Plat\IL-CAQBTIL01-FP.dwg Updated By: CKelley

PETITION FOR APPROVAL OF FINAL PLAT

State of Illinois)
)ss.
County of McLean)

TO: THE HONORABLE MAYOR AND CITY COUNCIL OF THE CITY OF BLOOMINGTON, MCLEAN COUNTY, ILLINOIS

Now come(s) Core Bloomington Commons, LLC and Southern Centers at Hialeah as Tenants in Common (TIC)

hereinafter referred to as your petitioner(s), respectfully representing and requesting as follows:

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

2. That your petitioner (s) seek (s) approval of the Final Plat for the subdivision of said premises to be known and described as BLOOMINGTON COMMONS

3. That your petitioner (s) also seek (s) approval of the following exemptions or variations from the provisions of Chapter 24 of the Bloomington City Code, 1960:

WHEREFORE, your petitioner(s) respectfully pray(s) that said Final Plat for the BLOOMINGTON COMMONS subdivision submitted herewith be approved with the exemptions or variations as requested herein.

Respectfully submitted,

By: [redacted]

Core Bloomington Commons, LLC and
Southern Centers at Hialeah as Tenants
in Common (TIC)

Exhibit A: Legal Description

A PART OF THE NORTHEAST QUARTER OF SECTION 2, TOWNSHIP 23 NORTH RANGE 2 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE EAST RIGHT-OF-WAY LINE OF U.S. ROUTE 66 (F.A. ROUTE 5) SAID POINT BEING 1,405.17 FEET NORTH OF THE SOUTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 2 AS MEASURED ALONG SAID EAST RIGHT-OF-WAY LINE. FROM SAID POINT OF BEGINNING THENCE NORTH 2 DEGREES 45 MINUTES WEST 396.53 FEET ALONG SAID RIGHT-OF-WAY LINE; THENCE NORTH 2 DEGREES 21 MINUTES 311.3 FEET; THENCE NORTH 42 DEGREES 36 MINUTES EAST 628.85 FEET; THENCE NORTH 84 DEGREES 47 SECONDS EAST 305.65 FEET; THENCE SOUTH 2 DEGREES 10 MINUTES EAST 42 FEET; THENCE NORTH 87 DEGREES 31 MINUTES EAST 71.4 FEET TO A POINT WHICH IS 329.3 FEET WEST OF THE WEST LINE OF LOT 2 IN THE NORTHEAST QUARTER OF SECTION 2 IN THE ESTATE OF JAMES STEELE AS SHOWN BY PLAT IN CHANCERY RECORDED 33 AT PAGE 381, MCLEAN COUNTY, ILLINOIS; THENCE SOUTH 1 DEGREE 58 MINUTES EAST 937.72 FEET PARALLEL WITH THE WEST LINE OF SAID LOT 2; THENCE SOUTH 88 DEGREES 02 MINUTES WEST 175 FEET; THENCE SOUTH 01 DEGREE 58 MINUTES EAST 200 FEET PARALLEL WITH THE WEST LINE OF SAID LOT 2; THENCE SOUTH 88 DEGREES 37 MINUTES WEST 661.62 FEET TO THE POINT OF BEGINNING, IN MCLEAN COUNTY, ILLINOIS.

EXCEPTING THEREFROM THAT PART OF LAND CONVEYED TO THE CITY OF BLOOMINGTON BY WARRANTY DEED RECORDED FEBRUARY 26, 1981 AS DOCUMENT NUMBER 81-1658.

ALSO EXCEPTING THEREFROM THAT PART CONVEYED TO THE STATE OF ILLINOIS, DEPARTMENT OF TRANSPORTATION BY DOCUMENT NUMBER 97-2858 AND AS SHOWN ON PLAT OF HIGHWAYS RECORDED AS DOCUMENT NUMBER 96-12491.

Existing Pin: 21-02-201-002

COUNTY CLERK'S CERTIFICATE

State of Illinois)
)ss.
County of McLean)

I, Kathy Michael, County Clerk of McLean County, State of Illinois, do hereby certify that on the 9 day of MARCH, 2020, there were no delinquent general or special assessments unpaid, special assessments or delinquent special assessments unpaid against the tract of land shown on the plat attached to this certificate and described in the certificate of the Surveyor attached hereto and to said Plat.

Kathy Michael
County Clerk, McLean County, Illinois

21-02-201-002

OWNER'S CERTIFICATE

State of Illinois)
)ss.
County of McLean)

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, hereby certify that we are the owners of all the premises embodied in the attached Plat of BLOOMINGTON COMMONS Subdivision to the City of Bloomington, McLean County, Illinois, and that we have caused said Plat to be made and that it is a true and correct plat of "BLOOMINGTON COMMONS" Subdivision to the City of Bloomington, McLean County, Illinois as laid off in lots and streets by ERIC VESELY Registered Illinois Land Surveyor Number 3855; and we, the undersigned, hereby dedicate and set apart to the City of Bloomington for general utility purposes, (and further dedicated the public use areas as shown on said Plat)*

IN WITNESS WHEREOF, we have hereunto set our hands and affixed our seals this 4TH day of MARCH, 2020.

[redacted] (Seal)

*where dedication is required under Section 3.5.

State of Illinois)
)ss.
County of ~~McLean~~)

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

Given under my hand and notarial seal this 4th day of March, 2020.

Notary Public

My commission expires 12/4/2023.

JONATHAN SPITZ
Official Seal
Notary Public - State of Illinois
My Commission Expires Dec 4, 2023

SCHOOL DISTRICT CERTIFICATE

This is to certify that I Core Bloomington Commons, LLC and Southern Centers at Hialeah as Tenants in Common (TIC) as Owner/Developer of the property herein described in the Surveyor's Certificate, which will be known as Bloomington Commons Subdivision, to the best of my knowledge, is located within the boundaries of Community Unit School District # 87 in McLean County, Illinois.

Dated this 4TH day of MARCH, 2020.

[redacted]

Owner/Developer

Core Bloomington Commons, LLC and Southern Centers at Hialeah as Tenants in Common (TIC)

State of Illinois)
)ss.
County ~~of McLean~~ of Lake)

I, Jon Spitz, a Notary Public in and for the county and State aforesaid, do hereby certify that Adam Fuse1 personally known to be the same person whose name is subscribed to the foregoing owner's statement, appeared before me, this day, in person and acknowledged the execution of this statement as his free and voluntary act.

Given under my hand and notarial seal this 4th day of March, 2020.

Notary Public

My commission expires 12/4/2023.

JONATHAN SPITZ
Official Seal
Notary Public - State of Illinois
My Commission Expires Dec 4, 2023

Bloomington Commons Subdivision

Date Prepared: 3/13/2020

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

City of Bloomington Illinois

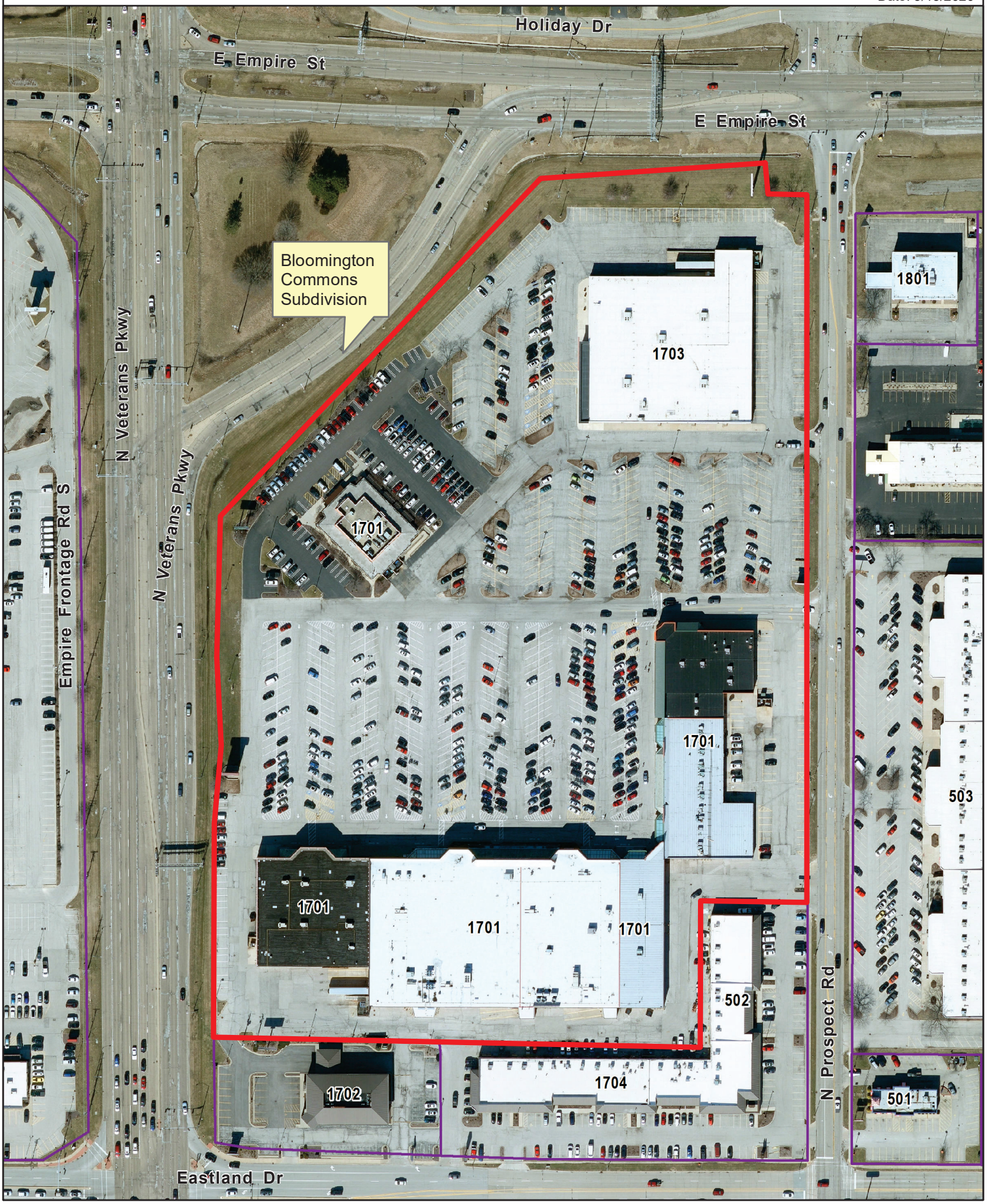
Public Works Department

Bloomington Commons Final Plat

0 150 300

Feet

Date: 3/13/2020



CITY OF Bloomington ILLINOIS
PUBLIC WORKS DEPARTMENT

115 E. Washington St.
Bloomington, IL 61702-3157
www.cityblm.org/publicworks
Phone: (309) 434-2225
Fax: (309) 434-2201

MEMORANDUM

April 3, 2020

To: Katie Simpson, City Planner
From: Anthony J. Meizelis, P.E.
Subject: Bloomington Commons Subdivision
REVISED Performance Guarantees and Tap-On Fees

The following are the Performance Guarantee and Tap On fees required from the developer before releasing for recording the final plat: Bloomington Commons Subdivision. The final plat will be considered for approval by the City Council at the April 13th, 2020 meeting.

A. Performance Guarantee:

110% of all uncompleted public improvement construction costs:	$ 48,587.00
Total Bond Amount Required	$ 48,587.00

Bond/Guarantee must be in the form(s) and language provided by City Code.

B: Tap-On Fees:

There are no tap-on fees required for the subject subdivision.

C: Guarantee Substandard Street Improvement:

There are no Substandard Street Improvement guarantees required.

cc: Kevin Kothe, Director of Public Works
Luke Thoele, Assistant City Engineer
Chris Tomerlin
file

DRAINAGE STATEMENT

Maureen Egan, REGISTERED PROFESSIONAL ENGINEER, AND _____ BEING THE OWNER(S) OF THE PREMISES HERETOFORE PLATTED BY ERIC R. VESELY ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 3855 TO BE AND BECOME BLOOMINGTON COMMONS SUBDIVISION TO THE CITY OF BLOOMINGTON, MCLEAN COUNTY, ILLINOIS DO HEREBY CERTIFY THAT TO THE BEST OF THEIR KNOWLEDGE AND BELIEF, THE DRAINAGE OF SURFACE WATERS WILL NOT BE CHANGED BY THE CONSTRUCTION OF SAID SUBDIVISION OR PLANNED UNIT DEVELOPMENT, OR ANY PART THEREOF; OR THAT IF SUCH SURFACE WATER DRAINAGE WILL BE CHANGED, REASONABLE PROVISIONS HAVE BEEN MADE FOR COLLECTION AND DIVERSION OF SUCH SURFACE WATERS INTO PUBLIC AREAS OR DRAINS WHICH THE OWNER HAS A RIGHT TO USE AND THAT SUCH SURFACE WATERS WILL BE PLANNED FOR IN ACCORDANCE WITH GENERALLY ACCEPTED ENGINEERING PRACTICES SO AS TO REDUCE THE LIKELIHOOD OF DAMAGE TO THE ADJOINING PROPERTY BECAUSE OF THE CONSTRUCTION OF THE SUBDIVISION OR PLANNED UNIT DEVELOPMENT.

I FURTHER CERTIFY THAT NO PORTIONS OF THE LOTS ARE WITHIN THE SPECIAL FLOOD HAZARD AREA, AS IDENTIFIED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY.

MAUREEN C. EGAN
062-59932
LICENSED PROFESSIONAL ENGINEER
STATE OF ILLINOIS

REGISTERED PROFESSIONAL ENGINEER

OWNER(S):

CORE BLOOMINGTON COMMONS, LLC +
SOUTHERN CENTERS OF HIALEAH LP
[redacted] AS T.I.C.

ADAM F. NELL, ITS DULY
AUTHORIZED SIGNATORY

CONSENT AGENDA ITEM NO. 7.R

FOR COUNCIL: April 13, 2020

SPONSOR: City Clerk Department

WARD IMPACTED: Ward 8

SUBJECT: Consideration and action on the Application of Aroma Bloomington Corporation, d/b/a Aroma Indian Restaurant, located at 716 S. Eldorado Road, requesting a Class RAS, (Restaurant, All Types of Alcohol, and Sunday Sales) liquor license, as requested by the City Clerk Department.

RECOMMENDED MOTION: The proposed License be approved contingent upon compliance with all building, health, and safety codes.

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

STRATEGIC PLAN SIGNIFICANCE:
-Objective 5d. Appropriate leisure and recreational opportunities responding to the needs of residents
-Objective 3a. Retention and growth of current local businesses

BACKGROUND: Aroma Indian Restaurant is currently located at 716 S. Eldorado Road. They are requesting a Class RAS liquor license, which would allow the sale of all types of alcohol by the glass seven days a week. Both State law and City ordinance give the Mayor, as the Local Liquor Commissioner, authority to hold public hearings on liquor license applications. On March 10, 2020, the Liquor Commissioner held a public hearing after which he decided to send the Application to the City Council with a positive recommendation. See the attached draft minutes of the public hearing.

City staff is aware of heightened concerns regarding the current COVID-19 pandemic. However, this agenda item was initiated by a private entity working to open a new restaurant within Bloomington. Staff, along with the Liquor Commission, are recommending action and approval, since delay could negatively impact this business and its investment in our community. The business will generate additional food and beverage taxes for the City and will come at little to no expense to City resources.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: The Liquor Commissioner held a public hearing on this application on March 10, 2020. In accordance with City Code, notice of the public hearing was published in the Pantagraph on February 28, 2020. Courtesy copies of the Public Notice were mailed to the 264 properties within 500 feet of the business.

FINANCIAL IMPACT: The current annual license fee for a Class RAS liquor license is $2,950, which will be recorded in the Non-Departmental Liquor Licenses account (10010010-51010). Stakeholders can locate this in the FY 2020 Budget Book titled “Budget Overview & General

Fund" on page 120. It is also the establishment's responsibility to collect and pay all applicable taxes including State Sales Tax, Home Rule Tax, and Food and Beverage Tax.

COMMUNITY DEVELOPMENT IMPACT: ED-1.1 Focus on retention and expansion of existing businesses.

Respectfully submitted for Council consideration.

Prepared by: Amanda Mohan, Records and Licensing Specialist

Reviewed by:

Leslie Yocum, City Clerk 4/8/2020

Chris Tomerlin, Budget Manager 4/8/2020

George Boyle

George Boyle, Assistant Corporation Counsel 4/9/2020

Tara Henry, Legislative Assistant 4/9/2020

Recommended by:

Tim Gleason, City Manager

Attachments:

- CLK 1B Aroma_Condensed App_Redacted
- DRAFT LIQ COM Minutes 03-10-2020

February 25, 2020

City Clerk Requirement Verification Memo

To: Liquor Commission

Re: Legal Name: Aroma Bloomington Corporation

D/B/A Name: Aroma Indian Restaurant

Dear Reviewer,

The City Clerk Department has reviewed the application of the above-mentioned applicant's submission. The required documents below were reviewed and considered suitable.

- ☑ Articles of Incorporation
- ☑ BASSET Certifications for Management
- ☑ Certificate of Good Standing with the State of Illinois
- ☑ Certificate of Liability Insurance (DRAM Shop)
- ☑ Financial Information
- ☑ Liquor Bond in the amount of $2,000
- ☑ A Lease between MALLU S. REDDY and AROMA BLOOMINGTON CORPORATION for the term 01/20/2018 to 12/19/2020

The documents listed above are available for review upon request. If you have any questions or concerns, please feel free to reach out.

Respectfully,

Amanda Mohan
Records and Licensing Specialist

OFFICE USE ONLY
Submittal Date: 2/6/20
Renewal Type (A, SA): A
Staff Initials: AM

CITY OF Bloomington ILLINOIS

Business Contact Sheet

PLEASE FILL IN YOUR BUSINESS INFORMATION CLEARY AND COMPLETELY.

Legal Name (Individual, Partnership, Corportation/LLC):	aroma Bloomington corporation
Doing Business As (D/B/A):	aroma Indian Restaurant
Business Address:	716 S COLORADO RD.
City/State:	BLOOMINGTON - IL
Zip Code:	61704
Business Phone Number:	309-808-0076
Business Email Address:	aromabloomington@gmail.com

Please list an email address where all billing information will be received by the business. *Please note that if this email address changes, it is the responsibility of the business to notify the City to ensure all information is received.*

Billing Email Address: aromabloomington@gmail.com

License Renewals

Please list those responsible for **License Renewals** for the above establishment.

Primary Contact:

Name: SIVA BUSA **Phone Number:** [redacted]

Address [redacted] **City/State:** NORMAL - IL **Zip Code:** 61761

Alternate Contact:

Name: PADMAREKHA BUSA **Phone Number:** [redacted]

Address: [redacted] City/State: NORMAL - IL Zip Code: 61761

Manager:

Name: SIVA BUSA **Phone Number:** [redacted]

Address [redacted] City/State: NORMAL, IL Zip Code: 61761

Liquor License Application Questionnaire

TO THE APPLICANT:

On August 28, 1972, the Bloomington City Council enacted Ordinance No. 1972-57, revising standards for issuance of liquor licenses. The Ordinance, in addition to providing for an increase in the number of licenses, reflected a change in public attitude toward liquor licenses. Rather than lucrative privileges to be bought or sold, they are viewed as potential tools for community development, which can be an asset to the community. Consequently, licenses will be approved, not as a matter of right, but only where a need can be shown to exist and where the issuance of a license for a particular kind of establishment is supportive of and consistent with sound community planning. The following questions and the answers thereto can be of significant value in allowing the Liquor Commission to make an intelligent assessment of your application. Your cooperation in completing it as fully and in as much detail as possible is appreciated.

The questions in the Questionnaire apply equally to yourself and any partner, or any officer or director of a corporation. If more space is needed to answer any question completely, use additional paper.

LEGAL REQUIREMENTS:

1.	Have you attained the age of 21 years?	Y ☒ N ☐
2.	Have you ever had a Bloomington liquor license revoked for any cause?	Y ☐ N ☒
3.	Have you been a resident of the City of Bloomington for one year?	Y ☒ N ☐
4.	Are you eligible for a state retail liquor dealer's license?	Y ☒ N ☐
5.	Are you a citizen of the United States?	Y ☒ N ☐
6.	Is the manager of the establishment ineligible to hold a liquor license for any reason other than citizenship or residence?	Y ☐ N ☒
7.	Are you a person of good character and reputation?	Y ☒ N ☐
8.	Have you ever been convicted of a violation of any federal or state law concerning the manufacture, possession, or sale of alcoholic liquor?	Y ☐ N ☒
9.	Do you own or have a valid lease to the premises for which the license is sought?	Y ☒ N ☐
10.	Have you ever been convicted of a felony under the laws of the United States or any state?	Y ☐ N ☒
11.	Have you ever been convicted of being the keeper, or are you now the keeper of a house of prostitution?	Y ☐ N ☒
12.	Is a holder of over 5% of corporate stock ineligible to hold a liquor license for any reason other than citizenship or residence? *(If applicant is a corporation)*	Y ☐ N ☒
13.	Have you ever been convicted of pandering or any other crime opposed to decency and morality	Y ☐ N ☒
14.	Is the establishment located within 100' of any church, school, hospital, home for aged, indigent persons, or war veterans, their wives or children?	Y ☐ N ☒

NATURE OF LICENSE:

1. What class liquor license are you seeking? *(Please read descriptions below)* RA

TYPE	DESCRIPTION
CA	Clubs - All Types of Liquor
CB	Clubs - Beer and Wine Only
EA	Entertainment/Recreational Sports Venue - All Types of Liquor
EB	Entertainment/Recreational Sports Venue - Beer and Wine Only
GPA	Convenience Store - All Types of Liquor
GPB	Convenience Store - Beer and Wine Only
PA	Package Sales - All Types of Liquor
PB	Package Sales - Beer and Wine Only
RAP	Restaurant & Package Sales - All Types of Liquor
RA	Restaurant - All Types of Liquor
RB	Restaurant - Beer and Wine Only
TAP	Tavern & Package Sales - All Types of Liquor
TA	Tavern - All Types of Liquor
TB	Tavern - Beer and Wine Only
S	Sunday Sales

2. What type of establishment do you intend to operate with this license? *(e.g. lounge, tavern, restaurant, wine & cheese shop)* Restaurant

3. State the significance of a liquor license to your establishment, present or future: To increase sales and attract more business

4. How will a liquor license of the kind requested benefit the City of Bloomington and its residents? operating full service Restaurant

5. Upon what facts do you base your answers to the previous question? Generate revenue for city.

6. Do you intend to furnish live entertainment in the establishment to be licensed? Y ☐ N ☒
   a. If you answered "YES" to the previous question, state the nature of such Entertainment:

7. Will most of the establishment's gross revenue come from sources other than the sale of alcohol? Y ☒ N ☐
   a. If you answered "YES" to the previous question, from what sources will such revenue be derived? FOOD

8. Do you intend to obtain an additional license for any of the following:

Y ☐ N ☒ Public Dancing*

Y ☐ N ☒ Tobacco*

Y ☐ N ☒ Amusement* (If yes, which type: _____)

Y ☐ N ☒ Miscellaneous* (If yes, which type: _____)

*ALL ADDITIONAL LICENSES REQUIRE ADDITIONAL APPLICATION AND FEE PER LICENSE TYPE.

AMUSEMENT

Type	Description
Auto Amusement Devices	Any machine or device which upon the insertion of a coin or slug operates or may be operated as a game or contest of skill or amusement of any description.
Musical Devices	A mechanical Victrola, a mechanical piano, or any other mechanical musical instrument, the operation of which may be governed or controlled by the deposit of a coin or token therein, so that the person inserting the coin or token can cause the device to reproduce a selected musical piece.
Theatre	Any place within the corporate limits of the City wherein any show, moving picture, theatrical exhibition, amusement, or entertainment is shown, exhibited, or staged and for which an admission charge is made.

MISCELLANEOUS

Type	Description
Sidewalk Cafe	The use of public sidewalk by a food service establishment for the serving of food and beverages on the sidewalk immediately adjacent to the food service establishment, which use will be characterized by the sidewalk use of tables, and chairs and umbrellas.
Video Gaming	Currently Not Available; See City Code Chapter 7 Article XIII

IMPACT OF ESTABLISHMENT:

1. State the location of your establishment:

Address: 716 SELDORADO RD City/State: Bloomington-IL Zip: 61704

2. What hours will the establishment be open?

DAY	TIME OPEN	DAY	TIME CLOSE
Monday:	11:00 AM	Monday:	10:00 PM
Tuesday:	CLOSED	Tuesday:	CLOSED
Wednesday:	11:00 AM	Wednesday:	10:00 PM
Thursday:	11:00 AM	Thursday:	10:00 PM
Friday:	11:00 AM	Friday:	10:00 PM
Saturday:	11:30 AM	Saturday:	10:00 PM
Sunday:	11:30 AM	Sunday:	9:30 PM

3. What type or types of building(s) adjoin the establishment? FREE STANDING

a. If any adjoining buildings are office or commercial, approximately what hours are they open for business? NO

b. If adjoining buildings are predominately residential, are they single or multi- family and what other business establishments are in the area? N/A

4. Describe streets immediately adjoining the establishment (e.g. approximate width, one or two-way, parking restrictions, etc.): Eldarado Rd.

5. How much additional traffic do you expect the establishment with a liquor license to generate? 5% of Current traffic.

6. Describe on and off street parking facilities to handle traffic anticipated: Have adequate on site parking.

7. How many establishments with liquor licenses are located within the immediate area of your establishment? 2

8. What do you estimate to be the demand for your establishment in the area in which it is or will be located? Medium Demand

9. Upon what facts do you base your answer to the previous question? Indian Restaurants

RESPONSIBILITY:

1. If establishment *is presently in operation*, **attach a financial statement** of the establishment's last fiscal year.

2. If establishment *is not presently in operation*, **attach a statement** showing your **assets and liabilities** (or if a corporation, the assets and liabilities of the corporation).

3. Do you now or have you ever had a Bloomington liquor license? Y☒ N☐

Amaravati Royal Indian Cuisine.

a. If you answer to the previous question is "YES", how many times have you been found guilty by the Bloomington Liquor Commission of violating Bloomington's liquor Ordinance? NO

DATED this 31 day of Jan, 20 19.

SIGNED:

SIVA BUSA
Printed Name

[redacted]
Signature

Secretary
Title

[redacted]
Address

NORMAL, IL 61761
City/State/Zip Code

Padmavatha Busa
Printed Name

[redacted]
Signature

President
Title

[redacted]
Address

Normal IL - 61761
City/State/Zip Code

Application for the Sale of Alcoholic Beverages

This application is being submitted as:

☒ A New Application ☐ Renewal (Change to Original Application)

To the Local Liquor Control Commissioner of the City of Bloomington, Mclean County, Illinois:

1. Application is herein made a CLASS PA LICENSE to sell Malt Vinous Beverages, pursuant to Chapter 6 of the Bloomington City Code 1960.

2. The undersigned applicant is **(Check One and Complete the Corresponding Section):**

☐ an Individual ☐ a Partnership ☒ a Corporation

If an **Individual:**

Name: _____ Age: _____

Address: _____ City/State/Zip: _____

Have you been a legal resident of the City of Bloomington for more than one (1) year? Y☐ N☐

If a **Partnership:**

Following are the names of all partners who are entitled to share in any profit of the business:

Name: _____ Age: _____

Address: _____ City/State/Zip: _____

Have you been a legal resident of the City of Bloomington for more than one (1) year? Y☐ N☐

Name: _____ Age: _____

Address: _____ City/State/Zip: _____

Have you been a legal resident of the City of Bloomington for more than one (1) year? Y☐ N☐

If a **Corporation/LLC:**

Date of Incorporation: 12/18/2017

State whether same is organized for **profit** ☒ or **nonprofit** ☐, under laws of the State of IL.

(Attach objects of Incorporation according to the Charter of Corporation.)

The following are the names and addresses of all officers and directors of the said corporation and if the majority of stock is owned by one person, name and address *(if more space is needed, attach additional page)*:

Name: PADMAREKHA BUSA Title: President

Address: [redacted] City/State/Zip: NORMAL, IL 61761

Name: Siva Busa Title: Secretary

Address: [redacted] City/State/Zip: NORMAL, IL 61761

3. Location and description of the premises or place of business to be operated under this license: 7160, S RIDARADO RD, BLOOMINGTON, IL 61704
Indian Restaurant

a. Legal Name: Aroma Bloomington Corporation

b. D/B/A: Aroma Indian Restaurant

-- Please answer the following questions by selecting Y (yes) or N (no) --

Y ☐ N ☒ Is this a location within 100 feet of any church, school, hospital, home of aged, or indigent persons, or for War Veterans, their wives, or children?

Y ☐ N ☒ Does the place of business have access to any other portion of the same building or structure which is used for dwelling or lodging purposes, and which is permitted to be used or kept accessible for use by the public?

Y ☒ N ☐ Is it proposed to sell food in this place of business?

Y ☐ N ☒ Is applicant or any partner, officer, director, or majority stockholder engaged in the business of manufacturing or bottling malt vinous beverages or is the agent or any such person or corporation, or is a jobber of malt or vinous beverages?

Y ☐ N ☒ Has applicant, or any partner, officer, director, or majority stockholder ever been convicted of a felony, or of the violation of any law relating to the prohibition of the sale of intoxicating liquors, or any other crime or misdemeanor, (other than minor traffic violations)?

If **yes**, please fully explain: _____

Y ☐ N ☒ Has any other license issued to individual applicant, or to any partner, officer, director, or majority stockholder, issued for sale of alcoholic beverages, ever been revoked?

If **yes**, give further details: _____

Y ☐ N ☒ Has a similar application ever been refused for cause that has been made by any of the foregoing persons?

Y ☐ N ☒ Is the applicant herein, the owner of the premises for which this license is sought?

*If **no**, list the information of the building owner:*

Name: Mallu S. Reddy Term of Lease: 2018 to 2022

Address: 1991 Santarita Rd Ste #A City/State/Zip: Pleasanton, CA 94566

Y ☐ N ☒ Do you know of any reason whether stated in the above questions or not, that this application does not comply with the laws of the State of Illinois, or the Bloomington City Code 1960 in connection with the proposed sale of alcoholic beverages?

Please take this time to provide any additional information you would like to include with your application: _____

_____

Applicants and each of them jointly and severally, including all partners, officers, directors, or majority stockholders, hereinafter named and whose signatures are affixed to this application, agree and acknowledge that they and each of them fully understand that any license issued hereunder may be revoked in accordance with the Ordinance of this City.

Dated this 10 day of Feb, 2020

A. Individual

Printed Name of Applicant	Signature of Applicant

B. Partnership

Business Name

Printed Name of Partner	Signature of Partner
Printed Name of Partner	Signature of Partner

C. Corporation/LLC

Aroma Bloomington Corporation

Corporate Name

Printed Name of President	Signature of President
PADMAREKHA BUSA	[redacted]

ATTEST

Printed Name of Secretary	Signature of Secretary
SIVA BUSA	[redacted]

And the following officers, directors, or majority stockholders:

CONTINUE TO NEXT PAGE FOR NOTARY ACKNOWLEDGEMENT

NOTARY ACKNOWLEDGEMENT

STATE OF ILLINOIS)
) SS
COUNTY OF MCLEAN)

Being first duly sworn on their respective oaths say that they comprise of all the owners, partners, officers, directors, or majority stockholders of the above name applicant in accordance with definitions of the Bloomington City Code; that they and each of them have read and signed the foregoing application for license, know the contents thereof, and that all the statements made therein are true.

This application was acknowledged before me on this 10 day of Feb., 2020, who deposes and says that he/she has read the foregoing application subscribed by him/her, and that the matters stated herein are true to the best of his/her knowledge and belief.

Jodee Cesario
Notary Public

JODEE CESARIO
OFFICIAL SEAL
Notary Public, State of Illinois
My Commission Expires
April 02, 2022

My Commission Expires: April 2, 2022

Application for the Sunday Sale of Alcoholic Beverages

This application is being submitted as:

X A New Application _____ Renewal (Change to Original Application)

To the Local Liquor Control Commissioner of the City of Bloomington, Mclean County, Illinois:

Aroma Bloomington corporation

NAME OF APPLICANT

Hereinafter referred to as the "Applicant" represents to the Bloomington Liquor Commission the following:

1. A CLASS RA LIQUOR LICENSE is currently held by or is being applied for by the Applicant and it authorizes or will authorize the liquor sales on Monday-Saturday.

2. The Applicant herein requests a CLASS S LICENSE to authorize the operation of the Applicant's liquor establishment on Sundays in the same manner as is or will be authorized by and during the valid period of the license referred to in Paragraph 1 hereof.

3. The Applicant and each and every partner, officer, director, majority stockholder or agent thereof, agree and acknowledge the following:

   (a) Any license issued hereunder may be revoked in accordance with the Ordinances of the City of Bloomington;

   (b) All persons who are employed by or who have an ownership interest in the Applicant will testify under oath to all competent, relevant, and material questions propounded to any of them in any hearing conducted by the local Liquor Commissioner;

   (c) Failure of any person to testify according to the provisions of subsection (b) above shall be sufficient reason for suspension or revocation of any license which may be issued pursuant to this Application; and

   (d) The Applicant will furnish, upon request from the Liquor Commissioner, any books and/or records of its business operations which are relevant to the question of whether such Applicant qualifies or has qualified at any time for the basic license or for the license which may be issued pursuant to this Application.

CONTINUE FOR SIGNATURE PAGE

Dated this 10 day of Feb, 2020

A. Individual

Printed Name of Applicant	Signature of Applicant

B. Partnership

Business Name

Printed Name of Partner	Signature of Partner
Printed Name of Partner	Signature of Partner

C. Corporation/LLC

Aroma Bloomington Corporation
Corporate Name

PADMAREKHA BUSA
Printed Name of President

[redacted]
Signature of President

ATTEST

SIVA BUSA
Printed Name of Secretary

[redacted]
Signature of Secretary

And the following officers, directors, or majority stockholders:

CONTINUE TO NEXT PAGE FOR NOTARY ACKNOWLEDGEMENT

NOTARY ACKNOWLEDGEMENT

STATE OF ILLINOIS)
) SS
COUNTY OF MCLEAN)

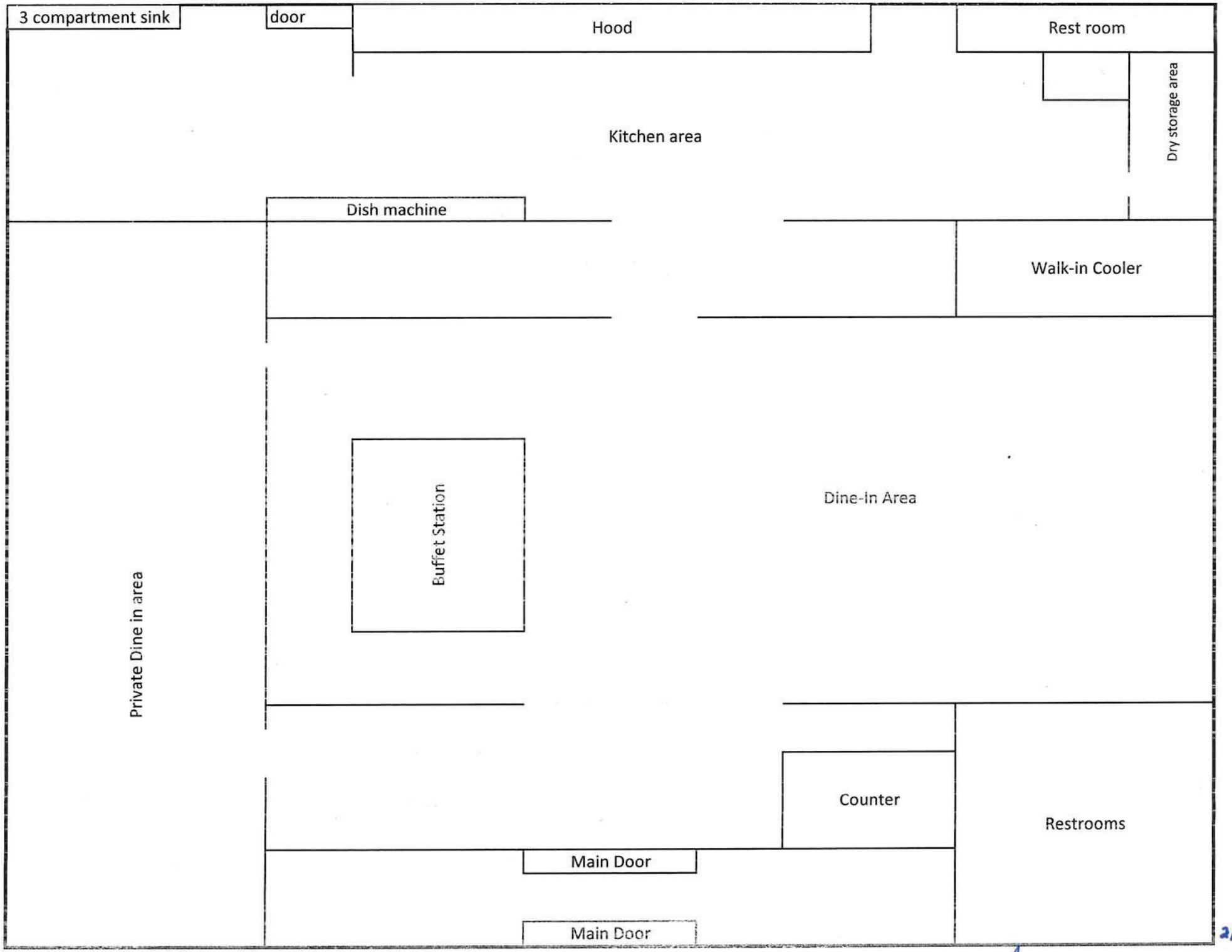
Being first duly sworn on their respective oaths say that they comprise of all the owners, partners, officers, directors, or majority stockholders of the above name applicant in accordance with definitions of the Bloomington City Code; that they and each of them have read and signed the foregoing application for license, know the contents thereof, and that all the statements made therein are true.

This application was acknowledged before me on this 10th day of Feb., 2020, who deposes and says that he/she has read the foregoing application subscribed by him/her, and that the matters stated herein are true to the best of his/her knowledge and belief.

Jodee Cesario
Notary Public

JODEE CESARIO
OFFICIAL SEAL
Notary Public, State of Illinois
My Commission Expires
April 02, 2022

My Commission Expires: April 2, 2022



2/6/23

Aroma Bloomington Corp

DRAFT MINUTES
PUBLISHED BY THE AUTHORITY OF
THE LIQUOR COMMISSION OF THE CITY OF BLOOMINGTON, ILLINOIS
TUESDAY, MARCH 10, 2020, 4:00 P.M.

The Liquor Commission convened in Regular Session in the Council Chambers, City Hall Building at 4:00 p.m., Tuesday, March 10, 2020.

Commissioner Renner directed the Deputy City Clerk to call the roll and the following:

Present: Commissioner Tari Renner

Absent: Commissioners Jim Jordan and Lindsey Powell

Staff present: George Boyle, Asst. Corporation Counsel; Gregory Scott, Asst. Police Chief; and Amanda Mohan, Deputy City Clerk.

George Boyle, Asst. Corporation Counsel, cited State of Illinois and local laws that allowed a municipality's Mayors to also act as the Liquor Commissioner and are able to appoint additional Liquor Commissioners to assist him.

Public Comment

Commissioner Renner opened the meeting to receive public comment. No public comments were received.

The following was presented:

Item 4. Consideration of and action on Minutes from the February 11, 2020 Regular Liquor Commission Meeting, as requested by the City Clerk Department.

Commissioner Renner made a motion to table the February 11, 2020 Regular Liquor Commission Meeting Minutes until the April 14, 2020 Liquor Commission Meeting.

Commissioner Renner directed the Clerk to call the roll, which resulted in the following:

Ayes: Commissioner Renner.

Nays: None.

Motion carried.

The following was presented:

Item 5. Public Hearing and action on the Application of Aroma Bloomington Corporation, d/b/a Aroma Indian Restaurant, located at 716 S. Eldorado Road, requesting a Class RAS, (Restaurant, All Types of Alcohol, and Sunday Sales) liquor license, as requested by the City Clerk Department.

Commissioner Renner opened the Public Hearing at 4:02 p.m.

Commissioner Renner asked if there was anyone who would like to speak for or against the application; none came forward.

Shiva Busa, Owner, after being sworn, addressed the Commission.

Commissioner Renner questioned the owner on his experience serving alcohol and the status of the BASSET training for all service staff.

Mr. Busa stated he was BASSET certified and that all of the staff would be certified before the issuance of the license. He also stated he previously owned a restaurant that also held a liquor license.

Mr. Boyle questioned how long the current establishment had been in operation. Mr. Busa responded they have been in business for two years.

Mr. Boyle questioned the benefit alcohol would have for the establishment. Mr. Busa stated there was customer demand for alcohol.

Commissioner Renner stated competitors of Aroma also sell beer at a minimum.

Mr. Busa responded affirmatively.

Commissioner Renner questioned Asst. Chief Scott if he was concerned there would be issues if this establishment received a liquor license. Asst. Chief Scott stated the establishment did not have a negative history and did not have any concerns.

Mr. Boyle stated that the Food and Beverage taxes for Aroma had not been paid for January 2020. Mr. Busa stated the outstanding taxes would be paid tomorrow.

Commissioner Renner closed the Public Hearing at 4:08 p.m.

Commissioner Renner stated he would positively recommend the application to the City Council, contingent upon compliance with all building, health, and safety codes and full payment of taxes.

The following was presented:

Item 6. First appearance on Europe, Inc., d/b/a Chasers, located at 110 W. Washington Street, on a Complaint and Citation alleging violations of Chapter 6, Section 27(b) of the Bloomington City Code prohibiting minors in a tavern, as requested by the Legal Department.

Commissioner Renner asked Mr. Boyle for detailed information.

Mr. Boyle informed the Commission the establishment hired a lawyer to dispute the alleged violations and advised the item should be tabled until the April 14, 2020 Liquor Commission.

Commissioner Renner stated he would table the item until the April 14, 2020 Liquor Commission Meeting.

The following was presented:

Item 7. First appearance on TwoStep, Inc., d/b/a Elroy's, located at 102 W. Washington Street, on a Complaint and Citation alleging violations of Chapter 6, Section 27(b) of the Bloomington City Code prohibiting minors in a tavern, as requested by the Legal Department.

Commissioner Renner asked Mr. Boyle to provide more details.

Mr. Boyle provided background on the alleged violations and explained the establishment provided exculpatory evidence of a sufficient ID system. Mr. Boyle stated this complaint was dismissed.

The following was presented:

CONSENT AGENDA ITEM NO. 7.S

FOR COUNCIL: April 13, 2020

SPONSOR: Public Works Department

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and action to approve a Lake Bloomington Lease Transfer of Lot 17 and Lot 18 in Block 2 of Camp Kickapoo, from Susan Laiming, Trustee of McLean County Land Trust H-259 to the petitioner, Susan F. Laiming, Trustee of the Susan F. Laiming Declaration of Trust, dated November 22, 2018, as requested by the Public Works Department.

RECOMMENDED MOTION: The proposed Lease Transfer be approved.

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

STRATEGIC PLAN SIGNIFICANCE:
-Objective 1a. Budget with adequate resources to support defined services and level of services

BACKGROUND: Public Works is recommending the approval of a Petition for the Lake Bloomington Lease Transfer of Lot 17 and 18 in Block 2 of Camp Kickapoo, from Susan Laiming, Trustee of McLean County Land Trust H-259, to the petitioner, Susan F. Laiming, Trustee of the Susan F. Laiming Declaration of Trust, dated November 22, 2018. Lot 17 and 18 has a residence, a septic system, and two boat docks.

A licensed inspector, Casey Knobloch, inspected the septic system on January 7, 2020, and found the system to be in good repair. While the tank size is less than the current requirements of McLean County Health Department regulations, the tank may remain as is until it needs to be repaired or replaced. At such time, the tank will need to be replaced to meet current regulations. In addition, staff has investigated the property and found no deficiencies or ordinance violations for the subject property.

There are currently two boat docks on the subject lot. The proposed lessee has completed the boat dock permitting process and has complied with all applicable ordinances and with the terms of the lease.

Chapter 23, Section 60.1(a) prohibits any individual lessee from leasing more than one lot at Lake Bloomington. However, the lease of the two contiguous lots falls into an exception to that prohibition that allows leasing of more than one lot when one of the lots would be unbuildable if severed from the other. The house located on the subject lots spans both lots.

City staff is aware of heightened concerns regarding the current COVID-19 pandemic. However, this agenda item is operational in nature and expected to have little to no impact on City resources or finances.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: This petition will have a financial impact in that the current lease uses the current formula of $0.15 per $100.00 Equalized Assessed Value to determining the Lake Lease Fee. With the current lease rate formula of $0.40 per $100.00 Equalized Assessed Value, this lease will generate approximately $1,204.07 per year in lease income and $128.28 for lot garbage pickup. Lease revenue is posted into the Lake Maintenance-Lease Income account (50100140-57590). The Garbage Collection fee is recorded in Lake Maintenance–Other Charges for Services account (50100140-54990). Stakeholders can locate this in the FY 2020 Budget Book titled "Other Funds & Capital Improvement" on page 124.

COMMUNITY DEVELOPMENT IMPACT: Goal UEW-1. Provide quality public infrastructure within the City to protect public health, safety and the environment, Objective UEW-1.5. Reliable water supply and distribution system that meets the needs of current and future residents.

Respectfully submitted for Council consideration.

Prepared by: Joe Darter, Property Manager

Reviewed by:

Kevin Kothe, City Engineer 3/30/2020

Chris Tomerlin, Budget Manager 3/30/2020

George Boyle

George Boyle, Assistant Corporation Counsel 4/3/2020

Tara Henry, Legislative Assistant 4/8/2020

Recommended by:

Tim Gleason, City Manager

Attachments:

- PW 1B Current Lease_Laiming to Laiming Lake Lease Transfer 04132020
- PW 1C Property Manager Memo_Laiming to Laiming Lake Lease Transfer 04132020
- PW 1D Petition_Laiming to Laiming Lake Lease Transfer 04132020
- PW 1E Septic Information_Laiming to Laiming Lake Lease Transfer 04132020
- PW 1F Agreement_Laiming to Laiming Lake Lease Transfer 04132020
- PW 1G Location Map_Laiming to Laiming Lake Lease Transfer 04132020
- PW 1H Unrecorded Plat Map_Laiming to Laiming Lake Lease Transfer 04132020

- PW 1I Structure Map_Laiming to Laiming Lake Lease Transfer 04132020
- PW 1J Photographs_Laiming to Laiming Lake Lease Transfer 04132020

LAKE BLOOMINGTON LEASE

THIS LEASE is entered into on the 27th day of ~~December~~ January, 19~~97~~ 98 between the City of Bloomington, a municipal corporation, of McLean County, Illinois, hereinafter called "City," and Susan Laiming, Trustee of McLean County Land Trust H-259 **(if more than one Lessee, cross out 2 of the following that do not apply)** (as joint tenants) (as tenants in common) (as tenants by the entirety) of Gridley, County of McLean, State of Illinois, hereinafter called "Lessee,"

WITNESSETH

In consideration of the mutual covenants hereinafter contained, the parties agree as follows:

1. PREMISES. The City leases to Lessee the following described real estate owned by the City in the vicinity of Lake Bloomington, Illinois as follows:

> Lot 17&18 in Block 2 in Camp Kickapoo, according to the private unrecorded plat of the ground belonging to the City located around Lake Bloomington in Hudson and Money Creek Townships in McLean County, Illinois.

2. TERM OF LEASE. The term of this Lease shall be for a term commencing (**cross out the one that does not apply**) ~~(on the date of this Lease)~~ (on January 1 following the date of this Lease) and terminating on December 31, 2131, unless sooner terminated as provided in this Lease.

3. RENT.

A. Lessee shall pay as rent yearly, in advance, on or before the first day of January of each year, the amount designated hereafter:

1) If this Lease is executed prior to January 1, 1998, rent shall be charged at the rate of 15¢ ($.15) per $100 of equalized assessed value (hereafter EAV) for said property, including land and improvements, as determined by the Supervisor of Assessments of McLean County, Illinois. Said rate will remain in effect upon assignment of this Lease to (a) Lessee's spouse or to a corporation, trust or other entity created by Lessee or Lessee's spouse if Lessee or Lessee's spouse occupies the property immediately after said assignment, or (b) a Lessee

who paid fair market value for the property (i.e., a purchaser) prior to January 1, 1998 for the assignment of the prior Lease.

~~2) If this Lease is executed by a Lessee who, after December 31, 1997, paid~~ fair market ~~value~~ for an assignment of a Lease on which the rent was 15¢ ($.15) per $100 EAV, the rent shall be ~~charged~~ at the rate of 40¢ ($.40) per $100 EAV. This rate will remain in effect throughout the remainder of ~~the~~ term of this Lease regardless of subsequent assignments thereafter.

3) If the Lessee is not eligible for the 15¢ ($.15) or 40¢ ($.40) per ~~$100 EAV rental rate, the rent shall be charged at the rate of _____¢ ($.____) per $100 EAV.~~

SELECT THE RENT TO BE PAID BY CROSSING OUT 2 OF THE 3 RENT OPTIONS.

B. In the event the system of real estate taxation is changed from its present basis of assessment at no more than one-third of market value, the assessed value as then determined by the Supervisor of Assessments of McLean County will be adjusted so that it will reflect no more than one-third of the market value of the premises. If assessed value is no longer used as the basis of taxation, then the annual changes in the Consumer Price Index, or successor index, for all items for the Chicago region, published by the United States Department of Labor will be the basis for determining changes in the property value for purpose of calculating the annual rent with the following condition. Either City or Lessee may review the value of the property as adjusted by the Consumer Price Index every five years to compare it to the actual fair market value of the property. If the property value determined by the formula set forth in this lease is five percent (5%) or more greater or less than the actual fair market value of the property, the rent for that year shall be recalculated using one third of the actual fair market value and rent adjustments for all subsequent years shall be based on the actual fair market value as adjusted for changes in the Consumer Price Index. If the Consumer Price Index or its successor index is no longer published by the United States Department of Labor or is no longer used, an appropriate economic indicator will be used to determine the annual change in rent, if any.

4. REAL ESTATE TAXES. Lessee shall pay all real estate taxes levied during the term of this Lease against said premises and improvements thereon by the State of Illinois or any subdivision thereof.

5. IMPROVEMENTS. Lessee shall be permitted to make improvements upon the premises that are in compliance with the laws of the State of Illinois and the ordinances of the City and the County of McLean. The ordinances of the City shall be in full force and effect and in the same manner as if the above-described premises were located within the boundaries of the City of Bloomington. Prior to commencement of construction of any improvements, Lessee shall be required to petition and receive approval from all governmental bodies having jurisdiction over said premises.

6. SEPTIC SYSTEM. Lessee agrees to comply with all sanitary laws and regulations of any governmental body having jurisdiction over the leased premises. Lessee agrees at all times to use Lessee's property in such manner and dispose of the sewage generated from said property so as not to contaminate the waters of Lake Bloomington. When a public sanitary sewer is made available to serve the leased premises, the City shall have a right to require Lessee to connect to the sewer within a reasonable time after notice is given.

7. WATER. Lessee shall be permitted to purchase water from the City through water mains provided by the City, and Lessee will pay the rates in effect from time to time for water sold to Lake Bloomington customers. Lessee agrees not to pump water directly from Lake Bloomington except for the purpose of watering and maintaining lawns and other landscape materials on the leased premises, and such pumping shall cease at any time there are and for as long as there are restrictions in effect for the City of Bloomington that restrict the watering of lawns.

8. GARBAGE. City will provide weekly garbage service at a fee to be set by the City from time to time, which shall be in addition to the annual rent paid by Lessee. However, so long as no residence is located on the leased premises, no fee for garbage collection will be paid by Lessee.

9. ASSIGNMENT. Lessee shall not have the right to sell, assign, or transfer this Lease or to rent, sublet or to allow other persons to occupy the premises without the written consent of the City. However, the City shall not withhold its consent to a sale, assignment or transfer of this Lease if Lessee is not in default as defined in paragraph 13 and the sale, assignment or transfer is made in accordance with all applicable City ordinances and such rules and regulations as adopted by the City from time to time pursuant to paragraph 10. City will promptly issue a new Lease to the new Lessee containing the same terms as this lease. Thereupon, this Lease will automatically terminate and the parties will be freed of any obligations thereunder. Lessee shall have the right to mortgage Lessee's interest in said premises, but Lessee shall not have the right to mortgage the interest of City in the premises.

10. RULES & REGULATIONS.Lessee and those occupying the leased premises are subject to such reasonable rules and regulations as may be adopted by Lessor from time to time after notice of hearing on such proposed rules and regulations is given to Lessee.

11. USE OF AND ACCESS TO LAKE. Lessee and those persons lawfully occupying the leased premises shall have the right to use Lake Bloomington for boating, swimming, fishing, and other recreational uses, but shall be subject to the reasonable rules and regulations of Lessor, which rules and regulations will apply equally to Lessees of Lake Bloomington property and the public generally. City grants to Lessee an easement for access to Lake Bloomington over property owned by the City lying between the shoreline of Lake Bloomington and the boundary of the leased premises.

12. TREE CUTTING. No trees on the leased premises shall be removed without the permission of the City except that Lessee can trim trees for safety, plant health, or aesthetic reasons, and Lessee may remove dead trees from the leased premises.

13. DEFAULT. If Lessee defaults in the payment of rent or defaults in the performance of any of the covenants or conditions hereof, City may give to Lessee notice of such default and, if Lessee does not cure any rent default within thirty (30) days, or other default within sixty (60) days after the giving of such notice or, if such other default is of such nature that it cannot be completely be cured within such sixty (60) days, if Lessee does not commence such curing within such sixty (60) days and thereafter proceed with reasonable diligence and in good faith to cure such default, then Lessor may terminate this Lease on not less than thirty (30) days notice to Lessee and, on the date specified in said notice, the term of this Lease shall terminate and Lessee shall then quit and surrender the premises to City. If this Lease shall have been so terminated by City, City may, at any time thereafter, resume possession of the premises by any lawful means and remove Lessee or other occupants and their effects. Remedies of City hereunder are in addition to any other remedy allowed by law.

14. TERMINATION BY LESSEE. Lessee shall have the right to terminate this Lease upon sixty (60) days written notice to the City of Bloomington and, in that event, Lessee may remove any improvements from the property and shall restore the ground to the condition it was in when first leased to the City. Any improvements remaining on the property after the Lease terminates shall be deemed abandoned by the Lessee and shall become the property of the City.

15. EMINENT DOMAIN. If the leased premises or any part thereof is taken or damaged by eminent domain or the threat thereof, the just compensation received in payment shall be divided between City and Lessee as follows:

That portion of the award for the taking and/or damaging the City's remainder interest in the land following the expiration of this Lease shall be paid to City. That portion of the award for the taking or damaging the leasehold interest of Lessee in the leased premises or the improvements located thereon shall be paid to Lessee.

16. PRIOR LEASE TERMINATED. If there is in effect upon the execution of this Lease a prior Lease between the City and Lessee covering the same premises as this Lease, then said Lease is terminated as of the commencement of the term on this Lease as set forth in Paragraph 2.

17. NOTICE. Any notice by either party to the other shall be in writing and shall be deemed to be duly given if delivered personally or mailed postpaid by regular mail, except that a notice given under Paragraph 12 must be delivered personally or mailed by registered or certified mail in a postpaid envelope, addressed as follows:

City

City of Bloomington
City Hall
109 E. Olive Street
Bloomington, IL 61701

Lessee Name and Mailing Address

Susan Laiming, Trustee
[redacted]

18. BINDING EFFECT. This agreement shall be binding upon the heirs, personal representatives, successors, and assigns of each of the parties hereto.

IN WITNESS WHEREOF, the Lessor has caused this instrument to be executed by its Mayor and City Clerk, and the Lessee has executed this agreement as of the day and year above written.

-Lessor-

CITY OF BLOOMINGTON

By: _____
Its Mayor

Attest:

Tracy Covert

-Lessee-

[redacted]
Susan Laiming, Trustee

CITY OF Bloomington ILLINOIS
PUBLIC WORKS DEPARTMENT

115 E. Washington St.
Bloomington, IL 61702-3157
www.cityblm.org/publicworks
Phone: (309) 434-2225
Fax: (309) 434-2201

MEMORANDUM

March 10, 2020

To: Kevin Kothe, PE, Director of Public Works

From: Joseph M. Darter, Property Manager

Subject: Lot 17 & 18, Block in Camp Kickapoo Lake Lease Transfer

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A Petition and Lake Lease Transfer request has been submitted for Lot 17 & 18, Block 2 in Camp Iroquois, from Susan Laiming, Trustee of McLean County Land Trust H-259 to the petitioner, Susan Laiming, Trustee of the Susan F. Laiming Declaration of Trust Dated 11/22/2018.

EAV for this property is $301,017. The Lake Lease uses the current lake lease rate of $0.15 per $100.00 of EAV.

This petition will have a financial impact in that the current lease uses the current formula of $0.15 per $100.00 Equalized Assessed Value to determining the Lake Lease Fee. With the current lease rate formula of $0.40 per $100.00 Equalized Assessed Value, this lease will generate approximately $1,204.07 per year in lease income and $128.28 for lot garbage pickup. Lease revenue is posted into the Lake Maintenance Lease Income account (50100140-57590). The Garbage Collection fee is recorded in Lake Maintenance – Other Charges for Services account (50100140-54990). Stakeholders can locate this in the FY2020 Budget Book titled "Other Funds & Capital Improvements" on page 124.

Please feel free to contact me directly should you have any questions.

Sincerely,

Joseph M. Darter

Joseph M. Darter
City of Bloomington | Property Manager
Public Works Department | Water Division
25515 Waterside Way | Hudson, IL 61748
Office: (309) 434-2431 | Cell: (309) 275-8087
Fax: (309) 434-2159 | Email:jdarter@cityblm.org

CITY OF Bloomington ILLINOIS

Lake Bloomington Lease Transfer Petition

That the purchase price and rentals having been paid to the City of Bloomington for:

LOT: 17 & 18 BLOCK 2 of Camp Kickapoo

I respectfully petition the City Council of the City of Bloomington, Illinois to approve the transfer the Lease on the above property;

From: (please print) Susan Laiming, Trustee of McLean County Land Trust H-259 (Seller Name)

To: (please print) Susan Laiming, Trustee of Susan F. Laiming Declaration of Trust Dated Novemebr 22, 2018 (Buyer Name)

Signatures of Sellers [redacted]

Signatures of Sellers _____

****

To the Honorable Mayor and City Council of the City of Bloomington, Illinois:

Now comes (please print) Susan Laiming, Trustee of Susan F. Laiming Declaration of Trust Dated Novemebr 22, 2018 (Buyer) and respectfully shows that He/She/They became the purchaser of all right, title, and interests of Susan F. Laiming Trustee of McLean County Land Trust H-259 (Seller) In and to the Lease made on the (Date) April 13, 2020 upon the above property, all located in McLean County, Illinois, together with all the improvements, buildings and appurtenances thereon situated and thereunto belonging, and that the said (Seller) Susan Laiming Declaration of Trust Dated Novemebr 22, 2018has executed deed of transfer of their interest in said premises and an assignment of the Leases therefore your petitioner.

Petitioner further shows that in and by the terms of said Leases it was provided that the Lessee shall not sell, assign, or transfer said premises without the written consent of the Lessor.

Petitioner therefor prays that the written consent to said transfer may be forthwith provided by the said Lessor, the City of Bloomington, Illinois and your petitioner has submitted herewith a form of said written consent.

Respectfully submitted

Signature of Buyer [redacted]

Signature of Buyer _____

109 E. Olive
PO Box 3157
Bloomington, Illinois 61702-3157

Phone: (309) 434-2210
Fax: (309) 434-2802
TTY (309) 829-5115

****

WRITTEN CONSENT TO TRANSFER INTEREST IN LEASES UPON:

LOT 17 & 18 BLOCK 2 CAMP Kickapoo,

OF LAKE BLOOMINGTON.

Now comes the City of Bloomington and gives this, its written consent to the assignment on all right, title, and interest of (Seller) Susan Laiming Trustee of McLean County Land Trust H-259, in and to the premises knows as LOT 17 & 18 BLOCK 2 in Camp Kickapoo, in McLean County, Illinois and to the leases thereon executed by the City of Bloomington, Illinois.

Said consent to said assignment and transfer however, is with the express understanding that the said Lessor retains all right in said leases provided, and particularly its right to the payment of any unpaid rental thereon with all legal remedies incidental thereto.

Executed this _____ day of _____, _____.

_____

, Mayor

McLean County
Health Department
Partners in Prevention

McLean County Health Department
200 West Front Street, Room 304
Bloomington, IL 61701

February 11, 2020

Mr. & Mrs. Paul Laiming
[redacted]

Re: Septic Permit #88-7189
Parcel #08-06-351-003
Lot 126, Lake Bloomington - Kickapoo Subdivision

Dear Mr. & Mrs. Laiming:

On January 8, 2020, this department received a septic system evaluation report from Mr. Casey Knobloch, a McLean County licensed private sewage system installer, regarding the above-referenced property. The septic system evaluation was performed on January 7, 2020 and the following deficiencies were noted:

- Both septic tanks are 550 gallon septic tanks. This is 250 gallons smaller than the minimum tank size allowed by current code. This may remain as is until the septic system is repaired or replaced.

- The alarm for the pump system is located in the basement of the house. This may remain as is until the septic system is repaired or replaced.

- The sand filter discharges directly to the ground surface. **On February 4, 2020, Mr. Jared Johnson of this department visited the property and found an "effluent receiving trench" that ties into the neighboring effluent receiving trench at the property line.**

As the current owner of a surface discharging septic system (sand filter, aerobic treatment unit, etc.), this office is informing you of State-wide changes in regulations regarding the operation and ownership of such discharging septic systems. They include the following:

1. As of February 10, 2014, any proposed new or replacement surface discharging system must have coverage under a National Pollutant Discharge Elimination System (NPDES) permit prior to installation. For more information, please visit our website at https://health.mcleancountyil.gov/

2. Routine sampling of the effluent discharged from the system and the reporting of the laboratory results to a regulatory agency or agencies.

Thomas J. Anderson
Director of Environmental Health

EVALUATION REPORT FOR A MCLEAN COUNTY PRIVATE SEWAGE DISPOSAL SYSTEM

For Office Use Only
Log #: 20-001
Date Received: 1-8-20

This form is to be used for all inspections or evaluations of existing septic systems in McLean County. It is essential that the inspection be as complete as possible to determine the condition of the entire system. This includes interviewing the person who resides at or uses the building the septic system serves. Please complete all sections of the form that apply to the septic system you are evaluating. The tank must be uncovered with the baffles, liquid and sludge depths checked. At a minimum, the field must be probed to determine if there is water standing in the trenches. Upon probing, if it is determined there is water standing in the trenches, the Health Department highly recommends a minimum of two locations in the trenches be exposed to determine the condition of the rock and pipe. Any sign the system is failing or has not functioned properly must be thoroughly documented on this report. Place all comments in the comment section on the last page.

This evaluation is NOT FINAL until the McLean County Health Department has reviewed the information in this evaluation and issued a letter regarding the information to the parties listed in the evaluation.

1. Current Owner Information:
Name: WE and Nancy Froelich
Address: 18321 Kickapoo Lane
Hudson IL 61748
Phone #: Day: 309-747-2476 Home:

2. Requestor Information:
Name: Paul and Susan Laiming
Address: [redacted]
Phone #: Day: 309-287-1341 Home:

3. Property Information:
Parcel Number (Tax ID): 08-06-351-003 Date Evaluation Performed: 1-7-2020
Address of property evaluated: 18321 Kickapoo Lane Hudson Sub. & Lot: LK Blm Kickapoo Lot 126
Permit available from Health Dept.: Yes [X] No [ ] Permit Number: 88-7189

4. Interview Information:
Person interviewed: Susan Laiming
Original owner: Yes [X] No [ ]
Age of home (years): 82
Intended for seasonal use: Yes [X] No [ ]
Date last occupied: 2019
Number of occupants:
Has tank ever been pumped: Yes [X] No [ ]
If yes, how often: 10 yrs ago

5. Interior Evaluation:
Number of bedrooms: 3
Garbage disposal: Yes [ ] No [X]
Toilet tanks and other fixtures have evidence of leakage or overflow: Yes [ ] No [X]
Water softener discharges to: N/A
Clothes washer discharges to: septic tank
Dishwasher discharges to: Septic tank
Hot tub discharges to: N/A

Basement plumbing fixtures:	Discharge locations:
a. Shower	a. Septic tank
b. Toilets	b. Septic tanic
c. Dishwasher	c. Septic tank
d. Sinks	d. Septic tank

Basement floor drains discharge to: Septic tank
Garage floor drains discharge to: N/A
Sump pit/pump discharges to: N/A
Downspouts discharge to: surface

Environmental Health
JAN 08 2020
MCHD

6. Exterior Evaluation Points:

A. SEPTIC TANK(s) -- This Section N/A ☐

All tanks must not be pumped before the inspection, but should be pumped after the inspection, if needed.

Tank One: N/A ☐	Yes	No	Tank Two: N/A ☐	Yes	No
Depth of soil to top of tank: 72 inches			Depth of soil to top of tank: 72 inches		
Tank has access within 12" of ground surface:	X		Tank has access within 12" of ground surface:	X	
Size: 550 gallons Type: concrete			Size: 550 gallons Type: concrete		
Meets current code:	X		Meets current code:	X	
Tank lids in good condition:	X		Tank lids in good condition:	X	
Inlet baffle in good condition:	X		Inlet baffle in good condition:	X	
Evidence of solids on inlet baffle:		X	Evidence of solids on inlet baffle:		X
Outlet baffle in good condition:	X		Outlet baffle in good condition:	X	
Evidence of solids on outlet baffle:		X	Evidence of solids on outlet baffle:		X
Water standing in outlet:		X	Water standing in outlet:		X
Water level below outlet:		X	Water level below outlet:		X
Tank needs to be pumped:		X	Tank needs to be pumped:		X
Outlet device/filter on tank:	-	-	Outlet device/filter on tank:	-	-
Type: N/A			Type: N/A		
Back flow into tank from system after pumping:			Back flow into tank from system after pumping:		
Yes ☐ No ☐ N/A X			Yes ☐ No ☐ N/A X		

B. SEEPAGE FIELD -- This Section N/A X

Depth to top of field: _____ inches to _____ inches

Square feet of field: _____ square feet

	Yes	No
Meets current code sizing requirements:	☐	☐
Seepage standing on ground surface:	☐	☐
Lush vegetation or saturated soil on or near seepage field area:	☐	☐
Evidence that water has ponded over seepage field or the soil is saturated:	☐	☐
Solids or "carry over" material present in the rock or bedding material:	☐	☐

Depth of water in trench: _____ inches

C. SERIAL DISTRIBUTION/STEP-DOWN -- This Section N/A X

	Yes	No
Are the serial distribution relief or "step-down" pipes in compliance with Section 905.60 (d) of the code?	☐	☐

D. SEEPAGE BED -- This Section N/A X

Depth to top of bed: _____ inches to _____ inches

Square feet of bed: _____ square feet

	Yes	No
Meets current code sizing requirements:	☐	☐
Seepage standing on ground surface:	☐	☐
Lush vegetation or saturated soil on or near seepage bed area:	☐	☐
Evidence water has ponded over seepage bed or is soil saturated:	☐	☐
Solids or "carry over" material present in the rock or bedding material:	☐	☐

Depth of water in the bed: _____ inches

E. SAND FILTER -- This Section N/A ☐

Minimum soil cover depth to top of sand filter: 28 inches

Square feet of sand filter: 600 square feet

	Yes	No
Is water standing in the distribution pipes or in the rock that surrounds the pipe:	☐	☒
Meets current code sizing requirements:	☒	☐
Seepage standing on ground surface over filter:	☐	☒
Lush vegetation on or near sand filter:	☐	☒
Evidence if water has ponded over sand filter:	☐	☒
Sand filter vented as required:	☒	☐
Vent in good repair:	☒	☐
Chlorinator with screw on cap present:	☒	☐
Chlorinator tube with corrosion resistant handle present:	☒	☐
Evidence of chlorination:	☒	☐
Evidence of restricted flow in chlorinator:	☐	☒
Sample port with screw on cap present:	☒	☐

Where does the contact tank discharge to: (*Be specific, examples would be: farm tile, ground surface on or off property, IDPH common collector, IEPA common collector, etc.*) ground surface

F. PUMP OR LIFT STATION -- This Section N/A ☐

	Yes	No
Pump chamber an approved design:	☒	☐
Chamber volume 1.5 times the daily flow:	☒	☐
Is there a dual pump:	☐	☒
Alarm present:	☒	☐
Alarm location: Basement		
Alarm properly working with audio and visual functions:	☒	☐

G. AEROBIC UNIT -- This Section N/A ☒

Manufacturer: _____ Model number: _____

Size of unit: _____ gallons

	Yes	No
Pump running at time of inspection:	☐	☐
Current maintenance contract in place:	☐	☐
Who is maintenance contract with: _____		
Alarm present:	☐	☐
Alarm location: _____		
Alarm properly working with audio and visual functions:	☐	☐

Unit discharges to: Seepage field ☐ Seepage bed ☐ Sand filter ☐ Other: _____

If other, what method of chlorination is used: _____

Chlorinator with screw on cap present:	☐	☐
Chlorinator tube with corrosion resistant handle present:	☐	☐
Evidence of chlorination:	☐	☐

Where does the contact tank discharge to: (*Be specific, examples would be: farm tile, ground surface on or off property, IDPH common collector, IEPA common collector, etc.*) _____

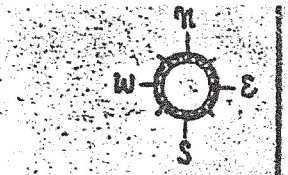
Include all distances as described below.

NOTE: Be sure to attach drawing to this report.

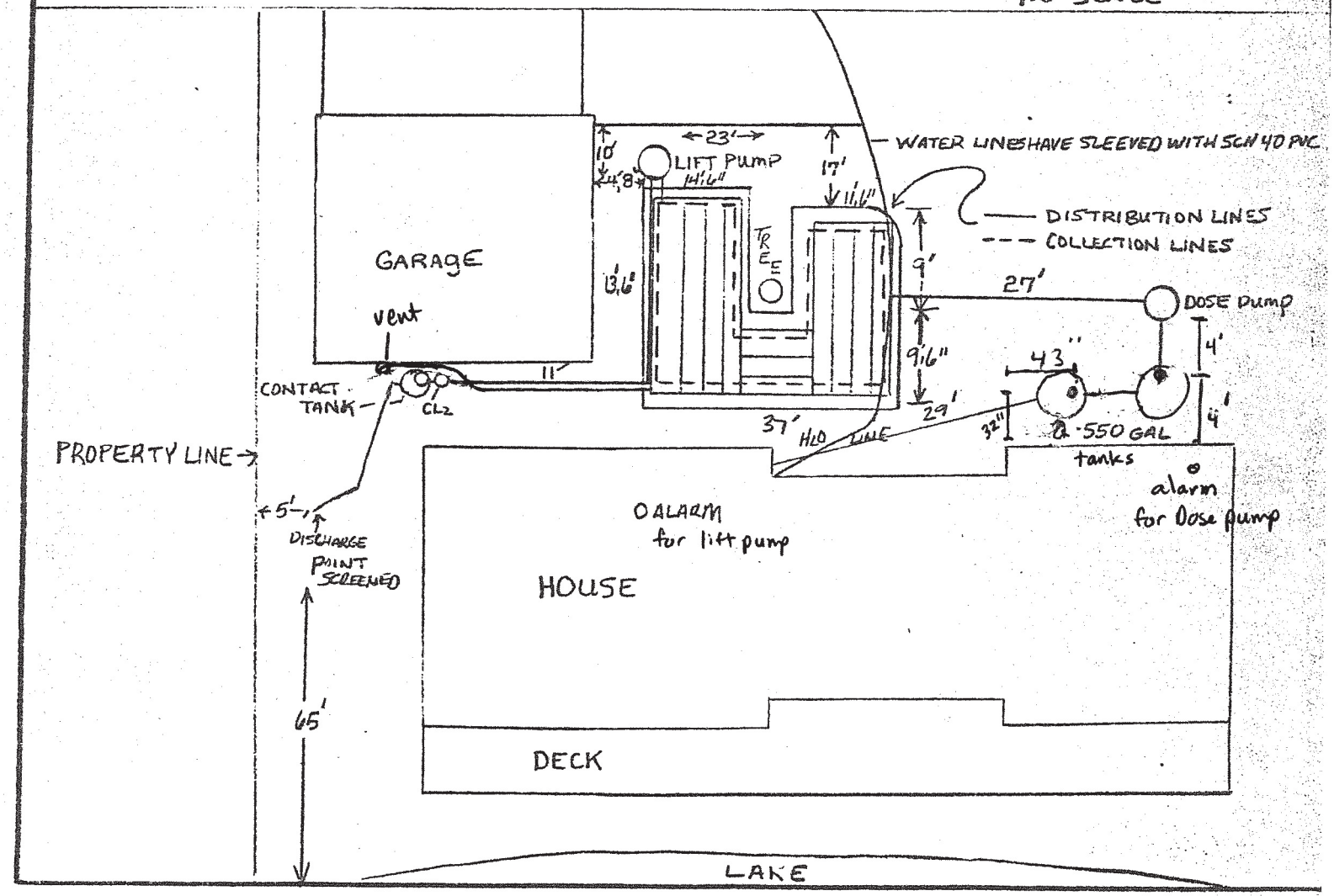
The following distances must be verified to ensure all the information is correct and available in the future.

*Well or cistern to: N/A [X]	*Geothermal unit to: N/A [X]	*Building to:
Septic tank: _____ feet	Septic tank: _____ feet	Septic tank: 2 feet
Seepage system: _____ feet	Seepage system: _____ feet	Seepage system: - feet
Sand filter: _____ feet	Sand filter: _____ feet	Sand filter: 10 feet
Effluent tile: _____ feet	Effluent tile: _____ feet	Effluent tile: 10 feet
Effluent discharge: _____ feet	Effluent discharge: _____ feet	Effluent discharge: 15 feet
Geothermal unit: _____ feet	Aerobic unit: _____ feet	Geothermal unit: - feet
Aerobic unit: _____ feet		Aerobic unit: - feet
***Water line to:**	***Body of water to: N/A [ ]**	
Septic tank: 15 feet	Septic tank: 70 feet	
Seepage system: - feet	Seepage system: - feet	
Sand filter: 0 feet	Sand filter: 70 feet	
Effluent tile: 60 feet	Effluent tile: 65 feet	
Effluent discharge: 70 feet	Effluent discharge: 65 feet	
Aerobic unit: - feet	Aerobic unit: - feet	

PLOT LAYOUT



NO SCALE



FOR OFFICE USE ONLY

1. Permit # 88-7189
2. Owner William, Nancy Froelich
3. Installer Yergler Excav.
4. Tank Size 2-550 GALLON Mfg. _____
5. Sq. Ft. of Field/S.F. 637
6. Inspection Date 10/10,11,14/1988
7. Inspector LINDA FOUTCH, STEVE MEYERS

MCHD 1/87

Comments:

This section is to include any maintenance (pumping) repairs or problems in the history of the septic system. Write any observations and/or conclusions made by probing or excavating the seepage field or sand filter. A serial distribution system must include the condition of each level of field or trench.

I found the septic system to be in good working order, little to no scum in septic tanks, no evidence of water standing within the sand filter, pumps in good working order, chlorinator and contact tank in excellent condition. discharge to surface free of debris and vegetation.

This is the condition I found the septic system on this day. This evaluation is not and should not be considered a guarantee of how the sewage disposal system may function at any time in the future.

Casey Knobloch
Inspector Name (print)

Casey
Signature

1-7-2020
Date

LAKE BLOOMINGTON LEASE

THIS LEASE is entered into on the 13th day of April, 2020 between the City of Bloomington, a municipal corporation, of McLean County, Illinois, hereinafter called CITY and Susan F. Laiming, Trustee of the Susan F. Laiming Declaration of Trust Dated Nov. 22, 2018

(if more than one Lessee, cross out 2 of the following that do not apply) (as joint tenants) (as tenants in common) (as tenants by the entirety) of , Gridley, County of McLean, State of Illinois, hereinafter called "Lessee,"

WITNESSETH

In consideration of the mutual covenants hereinafter contained, the parties agree as follows:

1. PREMISES. The City leases to Lessee the following described real estate owned by the City in the vicinity of Lake Bloomington, Illinois as follows:

   Lot 17 & 18 in Block 2 in Camp Kickapoo according to the private unrecorded plat of the ground belonging to the City located around Lake Bloomington in Hudson and Money Creek Townships in McLean County, Illinois.

2. TERM OF LEASE. The term of this Lease shall be for a term commencing (**cross out the one that does not apply**) (on the date of this Lease) (on January 1 following the date of this Lease) and terminating on December 31, 2131, unless sooner terminated as provided in this Lease.

3. RENT.

   LESSEE'S NOTICE: This lease form, including the rental rate, is currently under review by the City of Bloomington City Council (see City Code: Chapter 23, Section 58). Once City staff has completed the updates to the lease form, it will be provided to you and will thereafter be subject to City Council approval. Note for leases with an end date, prior to this transfer, of January 1, 2032 or earlier, the updated lease form is likely to include a change in the rental rate of this transfer and therefore, the rate change will also be applied to this lease effective January 1, 2032 to December 31, 2131.

(SELECT THE RENT TO BE PAID BY CROSSING OUT 2 OF THE 3 RENT OPTIONS.)

A. Lessee shall pay as rent yearly, in advance, on or before the first day of January of each year, the amount designated hereafter:

   1) If this Lease is executed prior to January 1, 1998, rent shall be charged at the rate of 15¢ ($.15) per $100 of equalized assessed value (hereafter EAV) for said property, including land and improvements, as determined by the Supervisor of Assessments of

McLean County, Illinois. Said rate will remain in effect upon assignment of this Lease to (a) Lessee's spouse or to a corporation, trust or other entity created by Lessee or Lessee's spouse if Lessee or Lessee's spouse occupies the property immediately after said assignment, or (b) a Lessee who paid fair market value for the property (i.e., a purchaser) prior to January 1, 1998 for the assignment of the prior Lease.

2) If this Lease is executed by a Lessee who, after December 31, 1997, paid fair market value for an assignment of a Lease on which the rent was 15¢ ($.15) per $100 EAV, the rent shall be charged at the rate of 40¢ ($.40) per $100 EAV. This rate will remain in effect throughout the remainder of the term of this Lease regardless of subsequent assignments thereafter.

3) If the Lessee is not eligible for the 15¢ ($.15) or 40¢ ($.40) per $100 EAV rental rate, the rent shall be charged at the rate of _____¢ ($._____) per $100 EAV.

(SELECT THE RENT TO BE PAID BY CROSSING OUT 2 OF THE 3 RENT OPTIONS.)

B. In the event the system of real estate taxation is changed from its present basis of assessment at no more than one-third of market value, the assessed value as then determined by the Supervisor of Assessments of McLean County will be adjusted so that it will reflect no more than one-third of the market value of the premises. If assessed value is no longer used as the basis of taxation, then the annual changes in the Consumer Price Index, or successor index, for all items for the Chicago region, published by the United States Department of Labor will be the basis for determining changes in the property value for purpose of calculating the annual rent with the following condition. Either City or Lessee may review the value of the property as adjusted by the Consumer Price Index every five years to compare it to the actual fair market value of the property. If the property value determined by the formula set forth in this lease is five percent (5%) or more greater or less than the actual fair market value of the property, the rent for that year shall be recalculated using one third of the actual fair market value and rent adjustments for all subsequent years shall be based on the actual fair market value as adjusted for changes in the Consumer Price Index. If the Consumer Price Index or its successor index is no longer published by the. United States Department of Labor or is no longer used, an appropriate economic indicator will be used to determine the annual change in rent, if any.

4. REAL ESTATE TAXES. Lessee shall pay all real estate taxes levied during the term of this Lease against said premises and improvements thereon by the State of Illinois or any subdivision thereof.

5. IMPROVEMENTS. Lessee shall be permitted to make improvements upon the premises that are in compliance with the laws of the State of Illinois and the ordinances of the City and the County of McLean. The ordinances of the City shall be in full force and effect and in the same manner as if the above-described premises were located within the boundaries of the City of Bloomington. Prior to commencement of construction of any improvements, Lessee shall be required to petition and receive approval from all governmental bodies having jurisdiction over said premises.

6. SEPTIC SYSTEM. Lessee agrees to comply with all sanitary laws and regulations of any governmental body having jurisdiction over the leased premises. Lessee agrees at all times to use Lessee's property in such manner and dispose of the sewage generated from said property so as not to contaminate the waters of Lake Bloomington. When a public sanitary sewer is made available to serve the leased premises, the City shall have a right to require Lessee to connect to the sewer within a reasonable time after notice is given.

7. WATER. Lessee shall be permitted to purchase water from the City through water mains provided by the City, and Lessee will pay the rates in effect from time to time for water sold to Lake Bloomington customers. Lessee agrees not to pump water directly from Lake Bloomington except for the purpose of watering and maintaining lawns and other landscape materials on the leased premises, and such pumping shall cease at any time there are and for as long as there are restrictions in effect for the City of Bloomington that restrict the watering of lawns.

8. GARBAGE. City will provide weekly garbage service at a fee to be set by the. City from time to time, which shall be in addition to the annual rent paid by Lessee. However, so long as no residence is located on the leased premises, no fee for garbage collection will be paid by Lessee.

9. ASSIGNMENT. Lessee shall not have the right to sell, assign, or transfer this Lease or to rent, sublet or to allow other persons to occupy the premises without the written consent of the City. However, the City shall not withhold its consent to a sale, assignment or transfer of this Lease if Lessee is not in default as defined in paragraph 13 and the sale, assignment or transfer is made in accordance with all applicable City ordinances and such rules and regulations as adopted by the City from time to time pursuant to paragraph 10. City will promptly issue a new Lease to the new Lessee containing the same terms as this lease. Thereupon, this Lease will automatically terminate and the parties will be freed of any obligations thereunder. Lessee shall have the right to mortgage Lessee's interest in said premises, but Lessee shall not have the right to mortgage the interest of City in the premises.

10. RULES & REGULATIONS. Lessee and those occupying the leased premises are subject to such reasonable rules and regulations as may be adopted by Lessor from time to time after notice of hearing on such proposed rules and regulations is given to Lessee.

11. USE OF AND ACCESS TO LAKE. Lessee and those persons lawfully occupying the leased premises shall have the right to use Lake Bloomington for boating, swimming, fishing, and other recreational uses, but shall be subject to the reasonable rules and regulations of Lessor, which rules and regulations will apply equally to Lessees of Lake Bloomington property and the public generally. City grants to Lessee an easement for access to Lake Bloomington over property owned by the City lying between the shoreline of Lake Bloomington and the boundary of the leased premises.

12. TREE CUTTING. No trees on the leased premises shall be removed without the permission of the City except that Lessee can trim trees for safety, plant health, or aesthetic reasons, and Lessee may remove dead trees from the leased premises.

13. DEFAULT. If Lessee defaults in the payment of rent or defaults in the performance of any of the covenants or conditions hereof, City may give to Lessee notice of such default and, if Lessee does not cure any rent default within thirty (30) days, or other default within sixty (60) days after the giving of such notice or, if such other default is of such nature that it cannot be completely cured within such sixty (60) days, if Lessee does not commence such curing within such sixty (60) days and thereafter proceed with reasonable diligence and in good faith to cure such default, then Lessor may terminate this Lease on not less than thirty (30) days notice to Lessee and, on the date specified in said notice, the term of this Lease shall terminate and Lessee shall then quit and surrender the premises to City. If this Lease shall have been so terminated by City, City may, at any time thereafter, resume possession of the premises by any lawful means and remove Lessee or other occupants and their effects. Remedies of City hereunder are in addition to any other remedy allowed by law.

14. TERMINATION BY LESSEE. Lessee shall have the right to terminate this Lease upon sixty (60) days written notice to the City of Bloomington and, in that event, Lessee may remove any

improvements from the property and shall restore the ground to the condition it was in when first leased to the City. Any improvements remaining on the property after the Lease terminates shall be deemed abandoned by the Lessee and shall become the property of the City.

15. EMINENT DOMAIN. If the leased premises or any part thereof is taken or damaged by eminent domain or the threat thereof, the just compensation received in payment shall be divided between City and Lessee as follows:

That portion of the award for the taking and/or damaging the City's remainder interest in the land following the expiration of this Lease shall be paid to City. That portion of the award for the taking or damaging the leasehold interest of Lessee in the leased premises or the improvements located thereon shall be paid to Lessee.

16. PRIOR LEASE TERMINATED. If there is in effect upon the execution of this Lease a prior Lease between the City and Lessee covering the same premises as this Lease, then said Lease is terminated as of the commencement of the term on this Lease as set forth in Paragraph 2.

17. NOTICE. Any notice by either party to the other shall be in writing and shall be deemed to be duly given if delivered personally or mailed postpaid by regular mail, except that a notice given under Paragraph 12 must be delivered personally or mailed by registered or certified mail in a postpaid envelope, addressed as follows:

City

City of Bloomington
City Hall
109 E. Olive Street
Bloomington, IL 61701

Lessee Name and Mailing Address

Susan F. Laiming, Trustee of Susan F. Laiming Declaration of Trust Dated 11/22/2018

[redacted]

Lessee Billing Address

Same as above

18. BINDING EFFECT. This agreement shall be binding upon the heirs, personal representatives, successors, and assigns of each of the parties hereto.

IN WITNESS WHEREOF, the Lessor has caused this instrument to be executed by its Mayor and City Clerk, and the Lessee has executed this agreement as of the day and year above written.

-Lessor-

CITY OF BLOOMINGTON

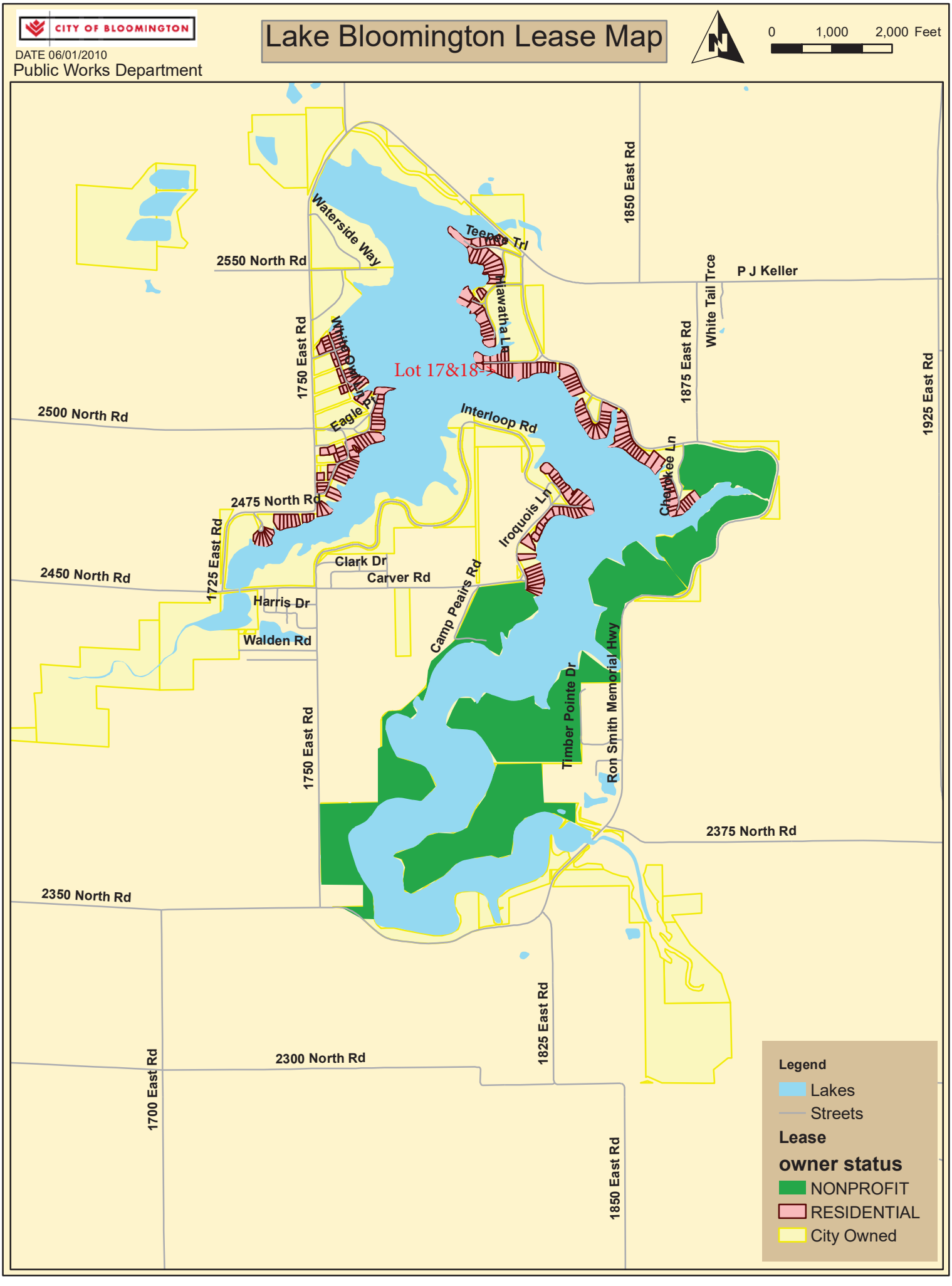
By: _____
Its Mayor

Attest:

_____
City Clerk

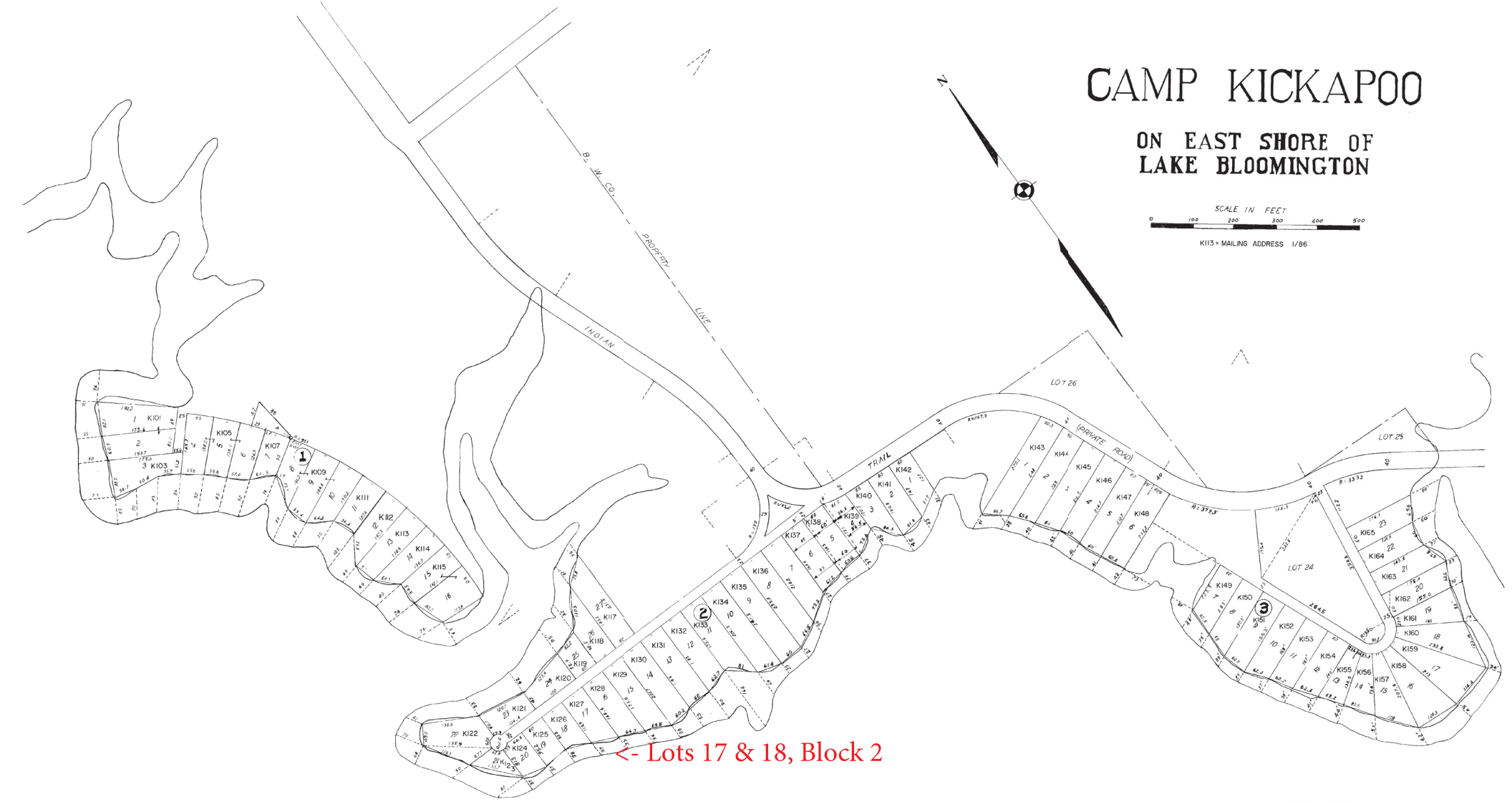
-Lessee-

[redacted]


CITY OF BLOOMINGTON
DATE 06/01/2010
Public Works Department
Lake Bloomington Lease Map
0 1,000 2,000 Feet
Waterside Way
Teepee Trl
Miawatha Ln
White Owl Pt
Eagle Pt
Interloop Rd
Lot 17&18
Iroquois Ln
Cherokee Ln
Clark Dr
Carver Rd
Harris Dr
Walden Rd
Camp Peairs Rd
Timber Pointe Dr
Ron Smith Memorial Hwy
White Tail Trce
P J Keller
1850 East Rd
1750 East Rd
1875 East Rd
1925 East Rd
1725 East Rd
1825 East Rd
1700 East Rd
2550 North Rd
2500 North Rd
2475 North Rd
2450 North Rd
2375 North Rd
2350 North Rd
2300 North Rd
Legend
Lakes
Streets
Lease
owner status
NONPROFIT
RESIDENTIAL
City Owned

CAMP KICKAPOO

ON EAST SHORE OF LAKE BLOOMINGTON



REFRACED ON JULY 23, 1973 FROM A PRINT OF A TRACING MADE AUGUST 20, 1943 OF THE ORIGINAL PLAT. (NO DATE AVAILABLE FOR THE ORIGINAL)

CAMP KICKAPOO
LAKE BLOOMINGTON
CITY OF BLOOMINGTON, ILLINOIS 61701
OFFICE OF THE CITY ENGINEER

HORZ. SCALE	VERT. SCALE	FILE NO.
DRAWN REU	DATE 7/23/73	LB-1
CHECKED RFS	DATE 7/23/73	SHT. 1 OF 1

3/10/2020

Structure Map



N
W E
S

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 refernce purposes only.

0 0.0035 0.007 0.014 mi

McGIS



CONSENT AGENDA ITEM NO. 7.T

FOR COUNCIL: April 13, 2020

SPONSOR: Public Works Department

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and action to approve a Lake Bloomington Lease Transfer of Lot 5 in Block 5 of Camp Iroquois, from Qazi & Karen Khusro, to the petitioner, Matthew E. Power, Trustee of the JLMRP Land Trust No. 2020, as requested by the Public Works Department.

RECOMMENDED MOTION: The proposed Lease Transfer be approved.

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

STRATEGIC PLAN SIGNIFICANCE:
-Objective 1a. Budget with adequate resources to support defined services and level of services

BACKGROUND: Public Works is recommending the approval of a Petition for the Lake Bloomington Lease Transfer of Lot 5 in Block 5 of Camp Iroquois, from Qazi & Karen Khusro, to the petitioner, Matthew E. Powers, Trustee of the JLMRP Land Trust No. 2020. Lot 5 has a residence, a septic system, and one boat dock.

A licensed inspector, Rob Williamson, inspected the septic system on February 26, 2020, and found the system to be in good repair. However, as noted in a March 20, 2020 letter from the McLean County Health Department, some repairs and maintenance are required:

- The sand filter is a minimum of 200 square feet too small. This may remain as is until the septic system is repaired or replaced.
- The alarms for the pump system and for the aerobic treatment system unit are located in garages. This may remain as is until the septic system is repaired or replaced.
- There is not currently a maintenance contract in place for the aerobic treatment unit. This department recommends a contract is put in place for routine maintenance of the system.
- The aerobic system does need to be serviced, including cleaning or replacement of socks. This must be completed.
- There was no evidence of chlorine in the chlorinator. Approved chlorine tablets must be placed in the chlorinator tube within ten days of the lease transfer. There is currently one boat dock on the subject lot. The proposed lessee has completed the boat dock permitting process and has complied with all applicable ordinances and with the terms of the lease.

Please see the attached Supplemental Agreement. The proposed lessee has agreed to service the aerobic system and enter into a routine maintenance contract as well as add

chlorine tablets and submit the boat dock application.

There is currently a boat dock on the subject lot. Pursuant to Ordinance 2018-87, passed by the City Council on October 8, 2018, boat docks are allowed on leased lots with a residence and a valid lease with the City of Bloomington, so long as they obtain a permit.

City staff is aware of heightened concerns regarding the current COVID-19 pandemic. However, this agenda item is operational in nature and expected to have little to no impact on City resources or finances.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: This petition will have a neutral financial impact in that the current lease uses the current formula of $0.40 per $100.00 Equalized Assessed Value to determining the Lake Lease Fee. With the current lease rate formula of $0.40 per $100.00 Equalized Assessed Value, this lease will generate approximately $578.63 per year in lease income and $128.28 for lot garbage pickup. Lease revenue is posted into the Lake Maintenance-Lease Income account (50100140-57590). The Garbage Collection fee is recorded in Lake Maintenance–Other Charges for Services account (50100140-54990). Stakeholders can locate this in the FY 2020 Budget Book titled "Other Funds & Capital Improvement" on page 124.

COMMUNITY DEVELOPMENT IMPACT: Goal UEW-1. Provide quality public infrastructure within the City to protect public health, safety and the environment, Objective UEW-1.5. Reliable water supply and distribution system that meets the needs of current and future residents.

Respectfully submitted for Council consideration.

Prepared by: Joe Darter, Property Manager

Reviewed by:

Kevin Kothe, City Engineer 3/30/2020

Chris Tomerlin, Budget Manager 3/31/2020

George Boyle

George Boyle, Assistant Corporation Counsel 4/3/2020

Tara Henry, Legislative Assistant 4/7/2020

Recommended by:



Tim Gleason, City Manager

Attachments:

- PW 2B Current Agreement_Khusro to Powers Lake Lease Transfer 04132020
- PW 2C Property Manager Memo_Khusro to Powers Lake Lease Transfer 04132020
- PW 2D Petition_Khusro to Powers Lake Lease Transfer 04132020_20200315183138
- PW 2E Septic Information_Khusro to Powers Lake Lease Transfer 04132020
- PW 2F Agreement_Khusro to Powers Lake Lease Transfer 04132020
- PW 4G Supplemental Agreement_Khusro to Powers Lake Lease Transfer 04132020
- PW 4H Location Map_Khusro to Powers Lake Lease Transfer 04132020
- PW 4I Unrecorded Plat Map_Khusro to Powers Lake Lease Transfer 04132020
- PW 4J Structure Map_Khusro to Powers Lake Lease Transfer 04132020
- PW 4K Photographs_Khusro to Powers Lake Lease Transfer 04132020

LAKE BLOOMINGTON LEASE

THIS LEASE is entered into on the 27th day of December, 2007 between the City of Bloomington, a municipal corporation, of McLean County, Illinois, hereinafter called CITY and

Qazi Khusro and Karen Khusro

(if more than one Lessee, cross out 2 of the following that do not apply) ~~(as joint tenants) (as tenants in common)~~ (as tenants by the entirety) of Hudson, County of McLean, State of Illinois, hereinafter called "Lessee,"

WITNESSETH

In consideration of the mutual covenants hereinafter contained, the parties agree as follows:

1. PREMISES. The City leases to Lessee the following described real estate owned by the City in the vicinity of Lake Bloomington, Illinois as follows:

   Lot 5 in Block 5 in Camp Iroquois according to the private unrecorded plat of the ground belonging to the City located around Lake Bloomington in Hudson and Money Creek Townships in McLean County, Illinois.

2. TERM OF LEASE. The term of this Lease shall be for a term commencing (**cross out the one that does not apply**) (on the date of this Lease) (on January 1 following the date of this Lease) and terminating on December 31, 2131, unless sooner terminated as provided in this Lease.

3. RENT.

(SELECT THE RENT TO BE PAID BY CROSSING OUT 2 OF THE 3 RENT OPTIONS.)

A. Lessee shall pay as rent yearly, in advance, on or before the first day of January of each year, the amount designated hereafter:

1) If this Lease is executed prior to January 1, 1998, rent shall be charged at the rate of 15¢ ($.15) per $100 of equalized assessed value (hereafter EAV) for said property, including land and improvements, as determined by the Supervisor of Assessments of McLean County, Illinois. Said rate will remain in effect upon assignment of this Lease to (a) Lessee's spouse or to a corporation, trust or other entity created by Lessee or Lessee's spouse if Lessee or Lessee's spouse occupies the property immediately after said assignment, or (b) a Lessee who paid fair market value for the property (i.e., a purchaser) prior to January 1, 1998 for the assignment of the prior Lease.

2) If this Lease is executed by a Lessee who, after December 31, 1997, paid fair market value for an assignment of a Lease on which the rent was 15¢ ($.15) per $100

who paid fair market value for the property (i.e., a purchaser) prior to January 1, 1998 for the assignment of the prior Lease.

2) If this Lease is executed by a Lessee who, after December 31, 1997, paid fair market value for an assignment of a Lease on which the rent was 15¢ ($.15) per $100 EAV, the rent shall be charged at the rate of 40¢ ($.40) per $100 EAV. This rate will remain in effect throughout the remainder of the term of this Lease regardless of subsequent assignments thereafter.

3) If the Lessee is not eligible for the 15¢ ($.15) or 40¢ ($.40) per $100 EAV rental rate, the rent shall be charged at the rate of _____¢ ($._____) per $100 EAV.

SELECT THE RENT TO BE PAID BY CROSSING OUT 2 OF THE 3 RENT OPTIONS.

B. In the event the system of real estate taxation is changed from its present basis of assessment at no more than one-third of market value, the assessed value as then determined by the Supervisor of Assessments of McLean County will be adjusted so that it will reflect no more than one-third of the market value of the premises. If assessed value is no longer used as the basis of taxation, then the annual changes in the Consumer Price Index, or successor index, for all items for the Chicago region, published by the United States Department of Labor will be the basis for determining changes in the property value for purpose of calculating the annual rent with the following condition. Either City or Lessee may review the value of the property as adjusted by the Consumer Price Index every five years to compare it to the actual fair market value of the property. If the property value determined by the formula set forth in this lease is five percent (5%) or more greater or less than the actual fair market value of the property, the rent for that year shall be recalculated using one third of the actual fair market value and rent adjustments for all subsequent years shall be based on the actual fair market value as adjusted for changes in the Consumer Price Index. If the Consumer Price Index or its successor index is no longer published by the United States Department of Labor or is no longer used, an appropriate economic indicator will be used to determine the annual change in rent, if any.

4. REAL ESTATE TAXES. Lessee shall pay all real estate taxes levied during the term of this Lease against said premises and improvements thereon by the State of Illinois or any subdivision thereof.

5. IMPROVEMENTS. Lessee shall be permitted to make improvements upon the premises that are in compliance with the laws of the State of Illinois and the ordinances of the City and the County of McLean. The ordinances of the City shall be in full force and effect and in the same manner as if the above-described premises were located within the boundaries of the City of Bloomington. Prior to commencement of construction of any improvements, Lessee shall be required to petition and receive approval from all governmental bodies having jurisdiction over said premises.

6. SEPTIC SYSTEM. Lessee agrees to comply with all sanitary laws and regulations of any governmental body having jurisdiction over the leased premises. Lessee agrees at all times to use Lessee's property in such manner and dispose of the sewage generated from said property so as not to contaminate the waters of Lake Bloomington. When a public sanitary sewer is made available to serve the leased premises, the City shall have a right to require Lessee to connect to the sewer within a reasonable time after notice is given.

7. WATER. Lessee shall be permitted to purchase water from the City through water mains provided by the City, and Lessee will pay the rates in effect from time to time for water sold to Lake Bloomington customers. Lessee agrees not to pump water directly from Lake Bloomington except for the purpose of watering and maintaining lawns and other landscape materials on the leased premises, and such pumping shall cease at any time there are and for as long as there are restrictions in effect for the City of Bloomington that restrict the watering of lawns.

8. GARBAGE. City will provide weekly garbage service at a fee to be set by the City from time to time, which shall be in addition to the annual rent paid by Lessee. However, so long as no residence is located on the leased premises, no fee for garbage collection will be paid by Lessee.

9. ASSIGNMENT. Lessee shall not have the right to sell, assign, or transfer this Lease or to rent, sublet or to allow other persons to occupy the premises without the written consent of the City. However, the City shall not withhold its consent to a sale, assignment or transfer of this Lease if Lessee is not in default as defined in paragraph 13 and the sale, assignment or transfer is made in accordance with all applicable City ordinances and such rules and regulations as adopted by the City from time to time pursuant to paragraph 10. City will promptly issue a new Lease to the new Lessee containing the same terms as this lease. Thereupon, this Lease will automatically terminate and the parties will be freed of any obligations thereunder. Lessee shall have the right to mortgage Lessee's interest in said premises, but Lessee shall not have the right to mortgage the interest of City in the premises.

10. RULES & REGULATIONS. Lessee and those occupying the leased premises are subject to such reasonable rules and regulations as may be adopted by Lessor from time to time after notice of hearing on such proposed rules and regulations is given to Lessee.

11. USE OF AND ACCESS TO LAKE. Lessee and those persons lawfully occupying the leased premises shall have the right to use Lake Bloomington for boating, swimming, fishing, and other recreational uses, but shall be subject to the reasonable rules and regulations of Lessor, which rules and regulations will apply equally to Lessees of Lake Bloomington property and the public generally. City grants to Lessee an easement for access to Lake Bloomington over property owned by the City lying between the shoreline of Lake Bloomington and the boundary of the leased premises.

15. EMINENT DOMAIN. If the leased premises or any part thereof is taken or damaged by eminent domain or the threat thereof, the just compensation received in payment shall be divided between City and Lessee as follows:

That portion of the award for the taking and/or damaging the City's remainder interest in the land following the expiration of this Lease shall be paid to City. That portion of the award for the taking or damaging the leasehold interest of Lessee in the leased premises or the improvements located thereon shall be paid to Lessee.

16. PRIOR LEASE TERMINATED. If there is in effect upon the execution of this Lease a prior Lease between the City and Lessee covering the same premises as this Lease, then said Lease is terminated as of the commencement of the term on this Lease as set forth in Paragraph 2.

17. NOTICE. Any notice by either party to the other shall be in writing and shall be deemed to be duly given if delivered personally or mailed postpaid by regular mail, except that a notice given under Paragraph 12 must be delivered personally or mailed by registered or certified mail in a postpaid envelope, addressed as follows:

City

City of Bloomington
City Hall
109 E. Olive Street
Bloomington, IL 61701

Lessee Name and Mailing Address

Karen + Qazi Khusro
[redacted]

Lessee Billing Address

Same

18. BINDING EFFECT. This agreement shall be binding upon the heirs, personal representatives, successors, and assigns of each of the parties hereto.

IN WITNESS WHEREOF, the Lessor has caused this instrument to be executed by its Mayor and City Clerk, and the Lessee has executed this agreement as of the day and year above written.

-Lessor-

CITY OF BLOOMINGTON

By: _____
Its Mayor

Attest:

_____
City Clerk

-Lessee-

[redacted]

Dec. 8, 2007

CITY OF Bloomington ILLINOIS
PUBLIC WORKS DEPARTMENT

115 E. Washington St.
Bloomington, IL 61702-3157
www.cityblm.org/publicworks
Phone: (309) 434-2225
Fax: (309) 434-2201

MEMORANDUM

March 15, 2020

To: Kevin Kothe, PE, Director of Public Works

From: Joseph M. Darter, Property Manager

Subject: Lot 5, Block 5 in Camp Iroquois Lake Lease Transfer

A Petition and Lake Lease Transfer request has been submitted for Lot 5, Block 5 in Camp Iroquois, from Qazi & Karen Khusro to the petitioner, Matthew E. Powers.

EAV for this property is $144,657. The Lake Lease uses the current lake lease rate of $0.40 per $100.00 of EAV.

This petition will have a neutral financial impact in that the current lease uses the current formula of $0.40 per $100.00 Equalized Assessed Value to determining the Lake Lease Fee. With the current lease rate formula of $0.40 per $100.00 Equalized Assessed Value, this lease will generate approximately $578.63 per year in lease income and $128.28 for lot garbage pickup. Lease revenue is posted into the Lake Maintenance Lease Income account (50100140-57590). The Garbage Collection fee is recorded in Lake Maintenance – Other Charges for Services account (50100140-54990). Stakeholders can locate this in the FY2020 Budget Book titled "Other Funds & Capital Improvements" on page 124.

Please feel free to contact me directly should you have any questions.

Sincerely,

Joseph M. Darter

Joseph M. Darter
City of Bloomington | Property Manager
Public Works Department | Water Division
25515 Waterside Way | Hudson, IL 61748
Office: (309) 434-2431 | Cell: (309) 275-8087
Fax: (309) 434-2159 | Email:jdarter@cityblm.org

CITY OF Bloomington ILLINOIS

Lake Bloomington Lease Transfer Petition

That the purchase price and rentals having been paid to the City of Bloomington for:

LOT: 5 BLOCK 5 of Camp Iroquois

I respectfully petition the City Council of the City of Bloomington, Illinois to approve the transfer the Lease on the above property;

From: (please print) QAZI KHUSRO, KAREN KHUSRO (Seller Name)

To: (please print) MATTHEW E POWERS, Trustee (Buyer Name)

Signatures of Sellers [redacted]

Signatures of Sellers [redacted]

****

To the Honorable Mayor and City Council of the City of Bloomington, Illinois:

Now comes (please print) _____ (Buyer) and respectfully shows that He/She/They became the purchaser of all right, title, and interests of _____ (Seller) In and to the Lease made on the (Date) _____ upon the above property, all located in McLean County, Illinois, together with all the improvements, buildings and appurtenances thereon situated and thereunto belonging, and that the said (Seller) _____ has executed deed of transfer of their interest in said premises and an assignment of the Leases therefore your petitioner.

Petitioner further shows that in and by the terms of said Leases it was provided that the Lessee shall not sell, assign, or transfer said premises without the written consent of the Lessor.

Petitioner therefor prays that the written consent to said transfer may be forthwith provided by the said Lessor, the City of Bloomington, Illinois and your petitioner has submitted herewith a form of said written consent.

Respectfully submitted

Signature of Buyer [redacted]

Signature of Buyer _____

109 E. Olive
PO Box 3157
Bloomington, Illinois 61702-3157

Phone: (309) 434-2210
Fax: (309) 434-2802
TTY (309) 829-5115

CITY OF Bloomington ILLINOIS

****

WRITTEN CONSENT TO TRANSFER INTEREST IN LEASES UPON:

LOT 5 BLOCK 5 CAMP Iroquois,

OF LAKE BLOOMINGTON.

Now comes the City of Bloomington and gives this, its written consent to the assignment on all right, title, and interest of (Seller) Qazi & KAREN KHOSRO in and to the premises knows as LOT 5 BLOCK 5 in Camp Iroquois, in McLean County, Illinois and to the leases thereon executed by the City of Bloomington, Illinois.

Said consent to said assignment and transfer however, is with the express understanding that the said Lessor retains all right in said leases provided, and particularly its right to the payment of any unpaid rental thereon with all legal remedies incidental thereto.

Executed this _____ day of _____, _____.

_____

, Mayor

109 E. Olive
PO Box 3157
Bloomington, Illinois 61702-3157

Phone: (309) 434-2210
Fax: (309) 434-2802
TTY (309) 829-5115

McLean County
Health Department
Partners in Prevention

McLean County Health Department
200 West Front Street, Room 304
Bloomington, IL 61701

March 24, 2020

Ms. Karen Khusro
[redacted]

Re: Septic Permit #07-12819
Parcel #08-07-151-021
Lot 104, Lake Bloomington - Iroquois Subdivision

Dear Ms. Khusro:

On February 26, 2020, this department received a septic system evaluation report from Mr. Rob Williamson, a McLean County licensed private sewage system installer, regarding the above-referenced property. The septic system evaluation was performed on February 25, 2020 and the following deficiencies were noted:

- The sand filter is a minimum of 200 square feet too small. This may remain as is until the septic system is repaired or replaced.
- The alarms for the pump system and for the aerobic treatment unit are located in garages. This may remain as is until the septic system is repaired or replaced.
- There is not currently a maintenance contract in place for the aerobic treatment unit. This department recommends a contract is put in place for routine maintenance of the system.
- The aerobic treatment system does need to be serviced, including cleaning or replacement of socks. This must be completed.
- There was no evidence of chlorine in the chlorinator. This is a violation of the Illinois Department of Public Health's Private Sewage Disposal Licensing Act and Code, 2013 and Chapter 310 of the McLean County Revised Code. All sand filter effluent is required to be chlorinated to reduce the bacterial load before being discharged to the environment. Approved chlorine tablets must be placed in the chlorinator tube within ten days of the date of this letter. The chlorine tablets must be used on a constant basis thereafter.

As the current owner of a surface discharging septic system (sand filter, aerobic treatment unit, etc.), this office is informing you of State-wide changes in regulations regarding the operation and ownership of such discharging septic systems. They include the following:

1. As of February 10, 2014, any proposed new or replacement surface discharging system must have coverage under a National Pollutant Discharge Elimination System (NPDES) permit prior to installation. For more information, please visit our website at https://health.mcleancountyil.gov/

2. Routine sampling of the effluent discharged from the system and the reporting of the laboratory results to a regulatory agency or agencies.

3. The cost of effluent sampling and any additional treatment components needed to keep the system compliant with permit requirements will be the responsibility of the owner of the system.

4. The Illinois Department of Public Health (IDPH) now requires additional operation and maintenance for on-site wastewater treatment systems repaired or installed after January 1, 2014.

5. Future regulations may be implemented by the Illinois Environmental Protection Agency (IEPA) and/or the IDPH for systems constructed prior to February 10, 2014.

Chlorine tablets made for use in the chlorinator are available through the following companies:

Bradford Supply
2000 South Bunn Street
Bloomington, IL 61704
Phone: (309) 828-8313

Tolan's Excavating
2903 Gill Street
Bloomington, IL 61704
Phone: (309) 663-0191

Shoemaker Farm Drainage
202 W. Pine Street
LeRoy, IL 61752
Phone: (309) 962-3108

Zeschke Septic Cleaning
2408 Greyhound Road
Bloomington, IL 61704
Phone: (309) 808-2776

In summary, the septic system was installed in 2007 and is now approximately 13 years old. This office considers the average life expectancy of a septic system to be 20 to 25 years. The property has been vacant and has been used seasonally and may evaluate differently under normal use conditions.

For information on routine operation and maintenance of your septic system, please visit our website at https://health.mcleancountyil.gov.

EVALUATION REPORT FOR A MCLEAN COUNTY PRIVATE SEWAGE DISPOSAL SYSTEM

For Office Use Only
Log #: _____
Date Received: _____

This form is to be used for all inspections or evaluations of existing septic systems in McLean County. It is essential that the inspection be as complete as possible to determine the condition of the entire system. This includes interviewing the person who resides at or uses the building the septic system serves. Please complete all sections of the form that apply to the septic system you are evaluating. The tank must be uncovered with the baffles, liquid and sludge depths checked. At a minimum, the field must be probed to determine if there is water standing in the trenches. Upon probing, if it is determined there is water standing in the trenches, the Health Department highly recommends a minimum of two locations in the trenches be exposed to determine the condition of the rock and pipe. Any sign the system is failing or has not functioned properly, must be thoroughly documented on this report. Place all comments in the comment section on the last page.

This evaluation is NOT FINAL until the McLean County Health Department has reviewed the information in this evaluation and issued a letter regarding the information to the parties listed in the evaluation.

1. Current Owner Information:

Name: *Karen Khusro*
Address: [redacted]
Phone #: Day _____ - _____ - _____ Home _____ - _____ - _____

2. Requestor Informtion:

Name: *Matt Powers*
Address: [redacted]
Phone #: Day _____ - _____ - _____ Home _____ - _____ - _____

3. Property Information:

Parcel Number (Tax ID): ( ) *08-07-151-021* Date Evaluation Performed: *02-25-20*
Address of property evaluated: *24471 Iroquois Ln. Hudson* Sub. & Lot: *Lake Blm 104*
Permit available from Health Dept.: Yes ☒ No ☐ Permit #: *07-12819*

4. Interview Information:

Person interviewed: *realtor* Original owner: Yes ☐ No ☒
Age of home (years): *+30* Intended for seasonal use: Yes ☒ No ☐
Date last occupied: *vacant 1+ yrs* Number of occupants: _____
Has tank ever been pumped: Yes ☐ No ☐ If yes, how often: _____

5. Interior Evaluation:

Number of bedrooms: *3* Garbage disposal: Yes ☐ No ☒
Toilet tanks and other fixtures have evidence of leakage or overflow: Yes ☐ No ☒
Water softener discharges to: *n/a* Clothes washer discharges to: *septic*
Dishwasher discharges to: *septic* Hot tub discharges to: *n/a*

Basement plumbing fixtures:
a. *n/a*
b. _____
c. _____
d. _____

Discharge locations:
a. _____
b. _____
c. _____
d. _____

Basement floor drains discharge to: *n/a* Garage floor drains discharge to: *n/a*
Sump pit/pump discharges to: *n/a* Downspouts discharge to: *ground surface*

6. Exterior Evaluation Points:

A. SEPTIC TANK(s) -- This Section N/A ☐

All tanks must not be pumped before the inspection, but should be pumped after the inspection, if needed.

Tank One: N/A ☐	Yes	No	Tank Two: N/A ☒	Yes	No
Depth of soil to top of tank: *6* inches			Depth of soil to top of tank: inches		
Tank has access within 12" of ground surface	☒	☐	Tank has access within 12" of ground surface	☐	☐
Size: *1600* gallons Type:			Size: gallons Type:		
Meets current code:	☒	☐	Meets current code:	☐	☐
Tank lids in good condition:	☒	☐	Tank lids in good condition:	☐	☐
Inlet baffle in good condition:	☒	☐	Inlet baffle in good condition:	☐	☐
Evidence of solids on inlet baffle:	☐	☒	Evidence of solids on inlet baffle:	☐	☐
Outlet baffle in good condition:	☒	☐	Outlet baffle in good condition:	☐	☐
Evidence of solids on outlet baffle:	☐	☒	Evidence of solids on outlet baffle:	☐	☐
Water standing in outlet:	☐	☒	Water standing in outlet:	☐	☐
Water level below outlet:	☐	☒	Water level below outlet:	☐	☐
Tank needs to be pumped:	☐	☒	Tank needs to be pumped:	☐	☐
Outlet device/filter on tank:	☐	☒	Outlet device/filter on tank:	☐	☐
Type:			Type:		
Back flow into tank from system after pumping: Yes ☐ No ☐ N/A ☐			Back flow into tank from system after pumping: Yes ☐ No ☐ N/A ☐		

B. SEEPAGE FIELD -- This Section N/A ☒

Depth to top of field: inches to inches

Square feet of field: square feet

	Yes	No
Meets current code sizing requirements:	☐	☐
Seepage standing on ground surface:	☐	☐
Lush vegetation or saturated soil on or near seepage field area:	☐	☐
Evidence that water has ponded over seepage field or the soil is saturated:	☐	☐
Solids or "carry over" material present in the rock or bedding material:	☐	☐

Depth of water in trench : inches

C. SERIAL DISTRIBUTION/STEP-DOWN -- This Section N/A ☒

	Yes	No
Are the serial distribution relief or "step-down" pipes in compliance with Section 905.60 (d) of the code?	☐	☐

D. SEEPAGE BED -- This Section N/A ☒

Depth to top of bed: inches to inches

Square feet of bed: square feet

	Yes	No
Meets current code sizing requirements:	☐	☐
Seepage standing on ground surface:	☐	☐
Lush vegetation or saturated soil on or near seepage bed area:	☐	☐
Evidence water has ponded over seepage bed or is soil saturated:	☐	☐
Solids or "carry over" material present in the rock or bedding material:	☐	☐

Depth of water in bed : inches

E. SAND FILTER -- This Section N/A ☐

Minimum soil cover depth to top of sand filter: *16* inches

Square feet of sand filter: *400* square feet

	Yes	No
Is water standing in the distribution pipes or in the rock that surrounds the pipe:	☐	☒
Meets current code sizing requirements:	☐	☒
Seepage standing on ground surface over filter:	☐	☒
Lush vegetation on or near sand filter:	☐	☒
Evidence if water has ponded over sand filter:	☐	☒
Sand filter vented as required:	☒	☐
Vent in good repair:	☒	☐
Chlorinator with screw on cap present:	☒	☐
Chlorinator tube with corrosion resistant handle present:	☒	☐
Evidence of chlorination:	☐	☒
Evidence of restricted flow in chlorinator:	☐	☒
Sample port with screw on cap present:	☒	☐

Where does the contact tank discharge to: *(Be specific, examples would be: farm tile, ground surface on or off property, IDPH common collector, IEPA common collector, etc.)*: *rock trench*

F. PUMP OR LIFT STATION -- This Section N/A ☐

	Yes	No
Pump chamber an approved design:	☒	☐
Chamber volume 1.5 times the daily flow:	☒	☐
Is there a dual pump:	☐	☒
Alarm present:	☒	☐
Alarm location: *garage*		
Alarm properly working with audio and visual functions:	☒	☐

G. AEROBIC UNIT -- This Section N/A ☐

Manufacturer: *multiflow* Model number: _____

Size of unit: *600* gallons

	Yes	No
Pump running at time of inspection:	☒	☐
Current maintenance contract in place:	☐	☒
Who is maintenance contract with: _____		
Alarm present:	☒	☐
Alarm location: *garage*		
Alarm properly working with audio and visual functions:	☒	☐

Unit discharges to: Seepage field ☐ Seepage bed ☐ Sand filter ☒ Other: _____

If other, what method of chlorination is used: _____

Chlorinator with screw on cap present:	☒	☐
Chlorinator tube with corrosion resistant handle present:	☒	☐
Evidence of chlorination:	☐	☒

Where does the contact tank discharge to: *(Be specific, examples would be: farm tile, ground surface on or off property, IDPH common collector, IEPA common collector, etc.)*: *rock trench*

Include all distances as described below.

NOTE: Be sure to attach drawing to this report.

The following distances must be verified to ensure all the information is correct and available in the future.		
***Well or cistern to: N/A ☐**	***Geothermal unit to: N/A ☐**	***Building to:**
Septic tank: ____ feet	Septic tank: ____ feet	Septic tank: ____ feet
Seepage system: ____ feet	Seepage system: ____ feet	Seepage system: ____ feet
Sand filter: ____ feet	Sand filter: ____ feet	Sand filter: ____ feet
Effluent tile: ____ feet	Effluent tile: ____ feet	Effluent tile: ____ feet
Effluent discharge: ____ feet	Effluent discharge: ____ feet	Effluent discharge: ____ feet
Geothermal unit: ____ feet	Aerobic unit: ____ feet	Geothermal unit: ____ feet
Aerobic unit: ____ feet		Aerobic unit: ____ feet
***Water line to:**	***Body of water to: N/A ☐**	
Septic tank: ____ feet	Septic tank: ____ feet	
Seepage system: ____ feet	Seepage system: ____ feet	
Sand fitler: ____ feet	Sand filter: ____ feet	
Effluent tile: ____ Feet	Effluent tile: ____ feet	
Effluent discharge: ____ feet	Effluent discharge: ____ feet	
Aerobic unit: ____ feet	Aerobic unit: ____ feet	

Comments:

This section is to include any maintenance (pumping) repairs or problems in the history of the septic system. Write any observations and/or conclusions made by probing or excavating the seepage field or sand filter. A serial distribution system must include the condition of each level of field or trench.
The septic tank does not need to be pumped at this time but it should be checked regularly and pumped as needed in the future. The socks in the multiflow may need to be cleaned. The multiflow unit should be maintained as recommended. This septic system appears to be functioning at this time. The house is vacant so the septic system could evaluate differently under normal water usage.

This is the condition I found the septic system on this day. This evaluation is not and should not be considered a guarantee nor does it imply warranty of how the sewage disposal system may function at any time in the future.

Rob Williamson
Inspector's Name (print)

Signature

02-26-20
Date

LAKE BLOOMINGTON LEASE

THIS LEASE is entered into on the 13th day of April, 2020 between the City of Bloomington, a municipal corporation, of McLean County, Illinois, hereinafter called CITY and Matthew E. Powers, Trustee of JLMRP Land Trust No. 2020

(if more than one Lessee, cross out 2 of the following that do not apply) (as joint tenants) (as tenants in common) (as tenants by the entirety) of , [redacted], County of McLean, State of Illinois, hereinafter called "Lessee,"

WITNESSETH

In consideration of the mutual covenants hereinafter contained, the parties agree as follows:

1. PREMISES. The City leases to Lessee the following described real estate owned by the City in the vicinity of Lake Bloomington, Illinois as follows:

   Lot 5 in Block 5 in Camp Iroquois according to the private unrecorded plat of the ground belonging to the City located around Lake Bloomington in Hudson and Money Creek Townships in McLean County, Illinois.

2. TERM OF LEASE. The term of this Lease shall be for a term commencing (**cross out the one that does not apply**) (on the date of this Lease) (on January 1 following the date of this Lease) and terminating on December 31, 2131, unless sooner terminated as provided in this Lease.

3. RENT.

   LESSEE'S NOTICE: This lease form, including the rental rate, is currently under review by the City of Bloomington City Council (see City Code: Chapter 23, Section 58). Once City staff has completed the updates to the lease form, it will be provided to you and will thereafter be subject to City Council approval. Note for leases with an end date, prior to this transfer, of January 1, 2032 or earlier, the updated lease form is likely to include a change in the rental rate of this transfer and therefore, the rate change will also be applied to this lease effective January 1, 2032 to December 31, 2131.

(SELECT THE RENT TO BE PAID BY CROSSING OUT 2 OF THE 3 RENT OPTIONS.)

A. Lessee shall pay as rent yearly, in advance, on or before the first day of January of each year, the amount designated hereafter:

   1) If this Lease is executed prior to January 1, 1998, rent shall be charged at the rate of 15¢ ($.15) per $100 of equalized assessed value (hereafter EAV) for said property, including land and improvements, as determined by the Supervisor of Assessments of

McLean County, Illinois. Said rate will remain in effect upon assignment of this Lease to (a) Lessee's spouse or to a corporation, trust or other entity created by Lessee or Lessee's spouse if Lessee or Lessee's spouse occupies the property immediately after said assignment, or (b) a Lessee who paid fair market value for the property (i.e., a purchaser) prior to January 1, 1998 for the assignment of the prior Lease.

2) If this Lease is executed by a Lessee who, after December 31, 1997, paid fair market value for an assignment of a Lease on which the rent was 15¢ ($.15) per $100 EAV, the rent shall be charged at the rate of 40¢ ($.40) per $100 EAV. This rate will remain in effect throughout the remainder of the term of this Lease regardless of subsequent assignments thereafter.

3) If the Lessee is not eligible for the 15¢ ($.15) or 40¢ ($.40) per $100 EAV rental rate, the rent shall be charged at the rate of _____¢ ($._____) per $100 EAV.

(SELECT THE RENT TO BE PAID BY CROSSING OUT 2 OF THE 3 RENT OPTIONS.)

B. In the event the system of real estate taxation is changed from its present basis of assessment at no more than one-third of market value, the assessed value as then determined by the Supervisor of Assessments of McLean County will be adjusted so that it will reflect no more than one-third of the market value of the premises. If assessed value is no longer used as the basis of taxation, then the annual changes in the Consumer Price Index, or successor index, for all items for the Chicago region, published by the United States Department of Labor will be the basis for determining changes in the property value for purpose of calculating the annual rent with the following condition. Either City or Lessee may review the value of the property as adjusted by the Consumer Price Index every five years to compare it to the actual fair market value of the property. If the property value determined by the formula set forth in this lease is five percent (5%) or more greater or less than the actual fair market value of the property, the rent for that year shall be recalculated using one third of the actual fair market value and rent adjustments for all subsequent years shall be based on the actual fair market value as adjusted for changes in the Consumer Price Index. If the Consumer Price Index or its successor index is no longer published by the. United States Department of Labor or is no longer used, an appropriate economic indicator will be used to determine the annual change in rent, if any.

4. REAL ESTATE TAXES. Lessee shall pay all real estate taxes levied during the term of this Lease against said premises and improvements thereon by the State of Illinois or any subdivision thereof.

5. IMPROVEMENTS. Lessee shall be permitted to make improvements upon the premises that are in compliance with the laws of the State of Illinois and the ordinances of the City and the County of McLean. The ordinances of the City shall be in full force and effect and in the same manner as if the above-described premises were located within the boundaries of the City of Bloomington. Prior to commencement of construction of any improvements, Lessee shall be required to petition and receive approval from all governmental bodies having jurisdiction over said premises.

6. SEPTIC SYSTEM. Lessee agrees to comply with all sanitary laws and regulations of any governmental body having jurisdiction over the leased premises. Lessee agrees at all times to use Lessee's property in such manner and dispose of the sewage generated from said property so as not to contaminate the waters of Lake Bloomington. When a public sanitary sewer is made available to serve the leased premises, the City shall have a right to require Lessee to connect to the sewer within a reasonable time after notice is given.

7. WATER. Lessee shall be permitted to purchase water from the City through water mains provided by the City, and Lessee will pay the rates in effect from time to time for water sold to Lake Bloomington customers. Lessee agrees not to pump water directly from Lake Bloomington except for the purpose of watering and maintaining lawns and other landscape materials on the leased premises, and such pumping shall cease at any time there are and for as long as there are restrictions in effect for the City of Bloomington that restrict the watering of lawns.

8. GARBAGE. City will provide weekly garbage service at a fee to be set by the. City from time to time, which shall be in addition to the annual rent paid by Lessee. However, so long as no residence is located on the leased premises, no fee for garbage collection will be paid by Lessee.

9. ASSIGNMENT. Lessee shall not have the right to sell, assign, or transfer this Lease or to rent, sublet or to allow other persons to occupy the premises without the written consent of the City. However, the City shall not withhold its consent to a sale, assignment or transfer of this Lease if Lessee is not in default as defined in paragraph 13 and the sale, assignment or transfer is made in accordance with all applicable City ordinances and such rules and regulations as adopted by the City from time to time pursuant to paragraph 10. City will promptly issue a new Lease to the new Lessee containing the same terms as this lease. Thereupon, this Lease will automatically terminate and the parties will be freed of any obligations thereunder. Lessee shall have the right to mortgage Lessee's interest in said premises, but Lessee shall not have the right to mortgage the interest of City in the premises.

10. RULES & REGULATIONS. Lessee and those occupying the leased premises are subject to such reasonable rules and regulations as may be adopted by Lessor from time to time after notice of hearing on such proposed rules and regulations is given to Lessee.

11. USE OF AND ACCESS TO LAKE. Lessee and those persons lawfully occupying the leased premises shall have the right to use Lake Bloomington for boating, swimming, fishing, and other recreational uses, but shall be subject to the reasonable rules and regulations of Lessor, which rules and regulations will apply equally to Lessees of Lake Bloomington property and the public generally. City grants to Lessee an easement for access to Lake Bloomington over property owned by the City lying between the shoreline of Lake Bloomington and the boundary of the leased premises.

12. TREE CUTTING. No trees on the leased premises shall be removed without the permission of the City except that Lessee can trim trees for safety, plant health, or aesthetic reasons, and Lessee may remove dead trees from the leased premises.

13. DEFAULT. If Lessee defaults in the payment of rent or defaults in the performance of any of the covenants or conditions hereof, City may give to Lessee notice of such default and, if Lessee does not cure any rent default within thirty (30) days, or other default within sixty (60) days after the giving of such notice or, if such other default is of such nature that it cannot be completely cured within such sixty (60) days, if Lessee does not commence such curing within such sixty (60) days and thereafter proceed with reasonable diligence and in good faith to cure such default, then Lessor may terminate this Lease on not less than thirty (30) days notice to Lessee and, on the date specified in said notice, the term of this Lease shall terminate and Lessee shall then quit and surrender the premises to City. If this Lease shall have been so terminated by City, City may, at any time thereafter, resume possession of the premises by any lawful means and remove Lessee or other occupants and their effects. Remedies of City hereunder are in addition to any other remedy allowed by law.

14. TERMINATION BY LESSEE. Lessee shall have the right to terminate this Lease upon sixty (60) days written notice to the City of Bloomington and, in that event, Lessee may remove any

improvements from the property and shall restore the ground to the condition it was in when first leased to the City. Any improvements remaining on the property after the Lease terminates shall be deemed abandoned by the Lessee and shall become the property of the City.

15. EMINENT DOMAIN. If the leased premises or any part thereof is taken or damaged by eminent domain or the threat thereof, the just compensation received in payment shall be divided between City and Lessee as follows:

That portion of the award for the taking and/or damaging the City's remainder interest in the land following the expiration of this Lease shall be paid to City. That portion of the award for the taking or damaging the leasehold interest of Lessee in the leased premises or the improvements located thereon shall be paid to Lessee.

16. PRIOR LEASE TERMINATED. If there is in effect upon the execution of this Lease a prior Lease between the City and Lessee covering the same premises as this Lease, then said Lease is terminated as of the commencement of the term on this Lease as set forth in Paragraph 2.

17. NOTICE. Any notice by either party to the other shall be in writing and shall be deemed to be duly given if delivered personally or mailed postpaid by regular mail, except that a notice given under Paragraph 12 must be delivered personally or mailed by registered or certified mail in a postpaid envelope, addressed as follows:

City

City of Bloomington
City Hall
109 E. Olive Street
Bloomington, IL 61701

Lessee Name and Mailing Address

JLMRP LAND TRUST NO 3030
[redacted]
*MATTHEW E. POWERS, TRUSTEE

Lessee Billing Address

SAME

18. BINDING EFFECT. This agreement shall be binding upon the heirs, personal representatives, successors, and assigns of each of the parties hereto.

IN WITNESS WHEREOF, the Lessor has caused this instrument to be executed by its Mayor and City Clerk, and the Lessee has executed this agreement as of the day and year above written.

-Lessor-

CITY OF BLOOMINGTON

By: _____
Its Mayor

Attest:

_____
City Clerk

-Lessee-

[redacted]

Public Works Department
Water Division
603 W. Division Street
Bloomington, IL 61701
Phone: 309-434-2426

SUPPLEMENTAL ATTACHMENT TO LAKE BLOOMINGTON LOT LEASE

This Agreement is entered into by and between the City of Bloomington, McLean County, Illinois, a Municipal Corporation, (hereinafter, "Lessor") and Matthew E. Powers, (hereinafter, "Lessees") and is intended by the parties to be incorporated into and made a part of the lake lot lease between the parties for Lot 5 in Block 5 in Camp Iroquois and enforceable under the terms of said lease. The below items must be completed within six (6) months of the date of transfer.

1. The aerobic treatment system does need to be serviced, including cleaning or replacement of socks.

2. There is currently not a maintenance contract in place for the aerobic treatment unit. A contract must be entered and submitted to the McLean County Health Department and the City of Bloomington.

3. Chlorine must be added to the chlorinator within ten (10) days of transfer.

4. Lessee shall apply for a Lake Bloomington Boat Dock Permit after the Lake Lease Transfer is approved by the City of Bloomington Council.

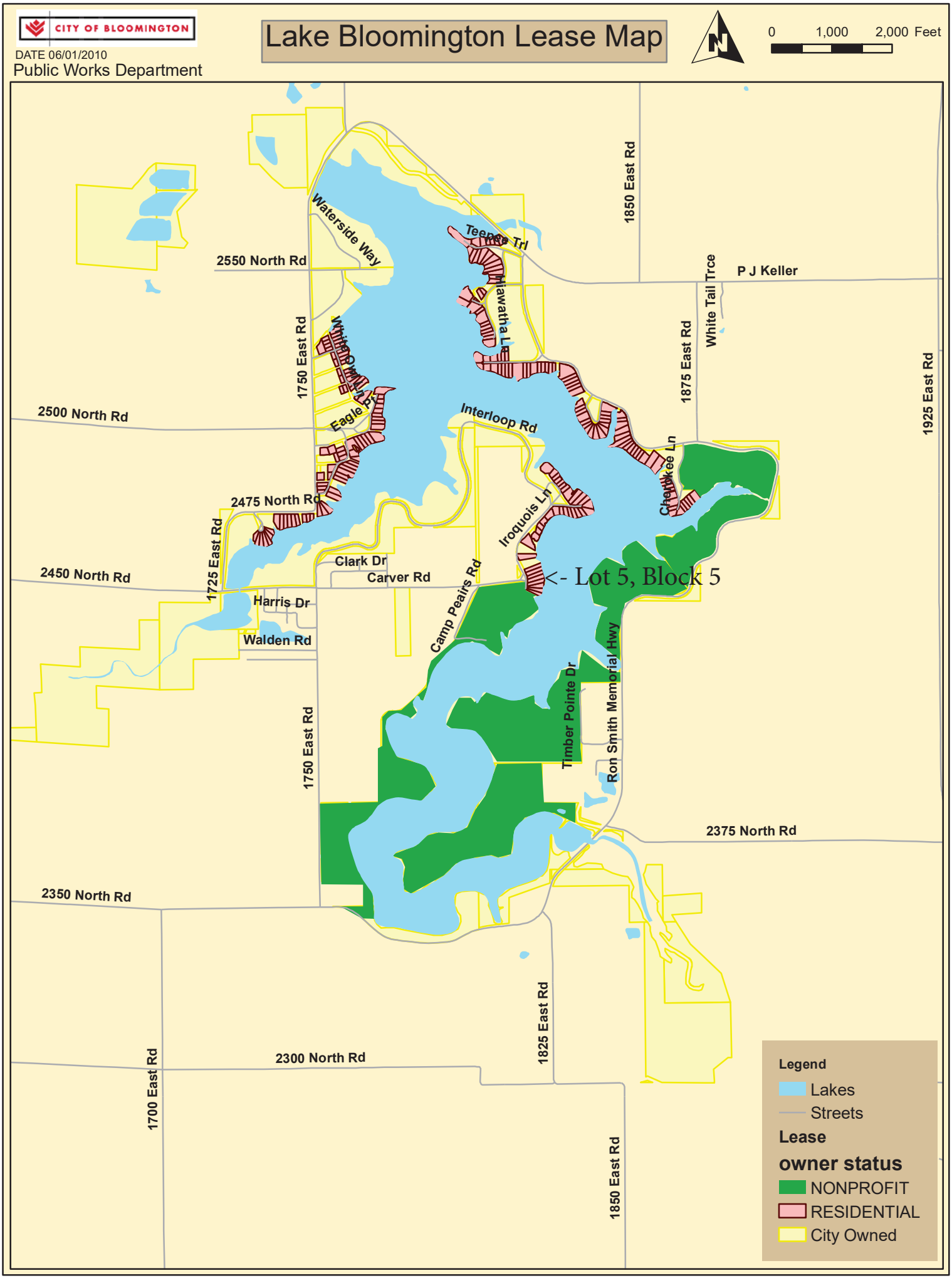
5. This supplement lease agreement shall be enforceable under the terms of the lease it supplements in the same manner and to the same extent as the terms of the lease.

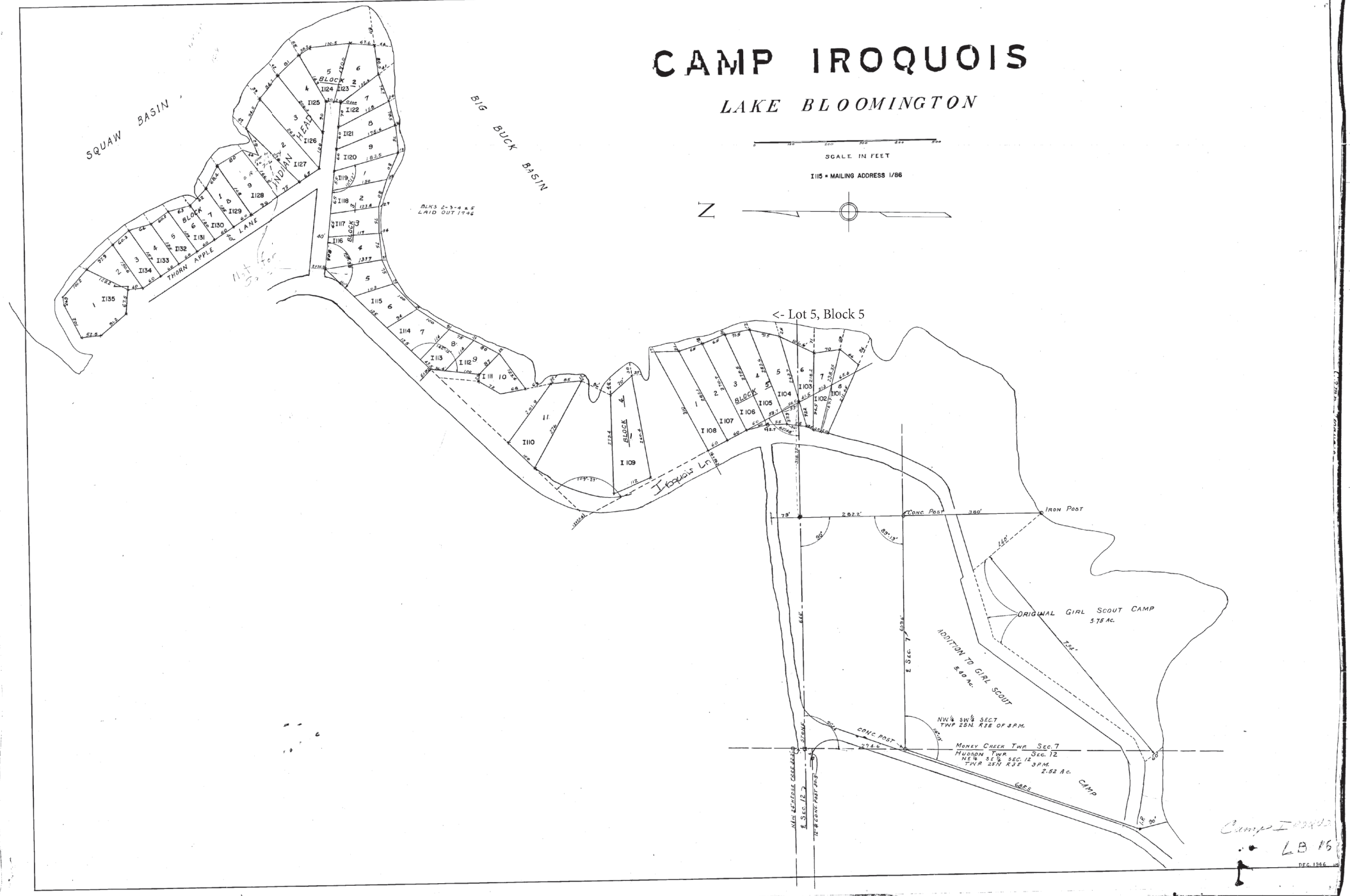
LESSOR: City of Bloomington
A Municipal Corporation

By:_____
Tari Renner, Mayor

ATTEST:_____
Leslie Yocum, City Clerk

Lessees: [redacted]
Matthew E. Powers


CITY OF BLOOMINGTON
DATE 06/01/2010
Public Works Department
Lake Bloomington Lease Map
0 1,000 2,000 Feet
1850 East Rd
Waterside Way
Teepee Trl
2550 North Rd
P J Keller
Miawatha Ln
White Tail Trce
1750 East Rd
White Owl Pl
Eagle Pl
1875 East Rd
1925 East Rd
2500 North Rd
Interloop Rd
Cherokee Ln
2475 North Rd
Iroquois Ln
1725 East Rd
Clark Dr
Carver Rd
2450 North Rd
<- Lot 5, Block 5
Harris Dr
Camp Peairs Rd
Walden Rd
Timber Pointe Dr
Ron Smith Memorial Hwy
1750 East Rd
2375 North Rd
2350 North Rd
1825 East Rd
2300 North Rd
1700 East Rd
1850 East Rd
Legend
Lakes
Streets
Lease
owner status
NONPROFIT
RESIDENTIAL
City Owned


CAMP IROQUOIS
LAKE BLOOMINGTON
SCALE IN FEET
I115 = MAILING ADDRESS 1/86
SQUAW BASIN
BIG BUCK BASIN
INDIAN HEAD LANE
THORN APPLE LANE
BLOCK 1
BLOCK 2
BLOCK 3
BLOCK 4
BLOCK 5
BLOCK 6
BLOCK 7
BLKS 2-3-4 & 5 LAID OUT 1946
<- Lot 5, Block 5
IROQUOIS LN
CONC POST
IRON POST
ORIGINAL GIRL SCOUT CAMP 5.75 Ac.
ADDITION TO GIRL SCOUT 5.40 Ac.
NW¼ SW¼ SEC.7 TWP 25N. R3E OF 3 P.M.
MONEY CREEK TWP SEC.7
HUDSON TWP SEC. 12
NE¼ SE¼ SEC. 12 TWP 25N R3E 3 P.M.
2.52 Ac.
CAMP
E Sec. 7
S Sec. 12
DEC. 1946

3/15/2020

Lot 5, Block 5 Structure Map



N
W E
S

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 refernce purposes only.

0 0.0075 0.015 0.03 mi

McGIS



REGULAR AGENDA

REGULAR AGENDA ITEM NO. 8.A

FOR COUNCIL: April 13, 2020

SPONSOR: Legal Department

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and potential action regarding Ordinance 2020-18, An Ordinance Declaring A Local Emergency Due to the COVID-19 Virus & Enacting Various Emergency Measures, including consideration of an Ordinance Amending Ordinance 2020-18 to Add Club Liquor License to Section 2(N), as requested by the Legal Department.

RECOMMENDED MOTION: The proposed Ordinance Amending Ordinance 2020-18 to Add Club Licenses to Section 1(N) be approved.

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

STRATEGIC PLAN SIGNIFICANCE:
-Objective 1e. Partnering with others for the most cost-effective service delivery
-Objective 1d. City services delivered in the most cost-effective, efficient manner
-Objective 1c. Engaged residents that are well informed and involved in an open governance process

BACKGROUND: On March 26, 2020, the City Council approved Ordinance 2020-18, An Ordinance Declaring a Local Emergency Due to the COVID-19 Virus & Enacting Various Emergency Measures. This Ordinance is effective for 28-day periods unless amended or repealed sooner by the City Council. Absent such repeal or amendment, the Ordinance continues in effect for additional 28-day periods.

As part of the passage of the Ordinance and due to its importance, the City Manager committed to placing Ordinance 2020-18 on every regular agenda. This allows the Council to repeal it as soon as the pandemic subsides, and thus end the use of the City's emergency powers.

At this time, the number of COVID-19 cases continue to rise daily, and our nation, state and community continues to face fallout from the pandemic. Accordingly, City staff is not recommending repeal of Ordinance 2020-18. City staff is, however, recommending a modification to Ordinance 2020-18 to allow the same privilege to club liquor license holders to provide curbside pickup and delivery of alcohol, like the temporary privileges provided to restaurants and taverns. Similar to restaurants and taverns within the City, club organizations are likewise unable to serve food and/or beverages, including alcohol, inside their premises. Accordingly, allowing club license holders the ability to provide packaged liquor through delivery and/or curbside pickup will help these organizations continue to receive revenue and reduce existing stock. The Mayor is currently allowing this through the issuance emergency liquor orders. If the Council approves this amendment, club license holders will be permitted to continue such curbside pickup and delivery so long as Governor

Pritzker's Gubernatorial Disaster Proclamation remains in effect.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: The financial impact from the pandemic on the City is unknown at this time.

COMMUNITY DEVELOPMENT IMPACT: The continuation of Ordinance 2020-18 allows several key functions of the Community Development Department to continue that do not include statutorily mandated public hearings.

Respectfully submitted for Council consideration.

Prepared by: Jeffrey Jurgens, Corporation Counsel

Reviewed by:

Jeffrey R. Jurgens, Corporation Counsel	4/2/2020	Chris Tomerlin, Budget Manager	4/3/2020
Jeffrey R. Jurgens, Corporation Counsel	4/5/2020	Tara Henry, Legislative Assistant	4/8/2020

Recommended by:

Tim Gleason, City Manager

Attachments:

- LGL 1B Local Emergency Declaration Ordinance 2020-18
- LGL 1C Club C Liquor License Amendment to Emergency Ordinance

ORDINANCE NO. 2020 - 18

AN ORDINANCE DECLARING A LOCAL EMERGENCY DUE TO THE COVID-19 VIRUS & ENACTING VARIOUS EMERGENCY MEASURES

WHEREAS, on January 30, 2020, the World Health Organization declared the outbreak of COVID-19 to be a public health emergency of international concern and on March 11, 2020 declared it a worldwide pandemic; and

WHEREAS, on January 31, 2020, the U.S. Health and Human Services Secretary declared a public health emergency for the United States; and

WHEREAS, the Governor of the State of Illinois issued a disaster proclamation on March 9, 2020, due to the impact of the COVID-19 virus and has activated the State Emergency Operations Center; and

WHEREAS, the State Emergency Management Agency has declared a public health emergency due to the impact of the COVID-19 virus; and

WHEREAS, on March 13, 2020, the President of the United States declared a National Emergency concerning the COVID-19 outbreak; and

WHEREAS, the City Manager and staff have been meeting for weeks to begin preparing for the potential impact of the pandemic and has coordinated its response with McLean County and the Town of Normal; and

WHEREAS, the City Council has considered the existence of a public health emergency in acting upon this ordinance and actions required to promote the health, safety and welfare of its citizens; and

WHEREAS, 20 ILCS 3305/10J, of the Emergency Management Agency Act and 65 ILCS 5/8-10-5 of the Illinois Municipal Code and Chapter 12 of the Bloomington City Code provides political subdivisions with certain emergency authority; and

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BLOOMINGTON, ILLINOIS as follows:

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

SECTION 2. Emergency Authority. In accordance with the authority provided to the City by the Emergency Management Agency Act, the City Code and its home-rule authority, the following actions are authorized by the City Council:

(A) *Cancellation of Meetings*. The Mayor may cancel meetings of any board or commission to which he appoints members. Any such cancellation shall automatically extend such deadlines for required actions by such board or commission as is specified in the cancellation notice. In lieu of the Mayor

cancelling said meetings, the Chairperson of any board or commission may cancel said meetings and are encouraged to do so absent a priority need.

(B) *Ability to Conduct Electronic Meetings*. Any Council Member or board member of any board or commission, in accordance with Governor Pritzker's COVID-19 Executive Order No. 5 may attend any regular or special meeting via electronic means, including audio or video conferences. A physical quorum of the Trustees is not required before the remote participation is allowed.

(C) *Ability to Address Contract, Permitting and Licensure Issues*. The City Manager shall have the authority, upon approval of both the Mayor and Mayor Pro Tem, to address any contract, permitting and/or licensing issues, including the suspension of any permits or licenses, as the City Manager may deem to be in the best interest of the City. The suspension of any license or permit may be overturned by a majority of the City Council at a subsequent City Council meeting.

(D) *Emergency Purchases*. For any emergency purchases that are necessary, the City Manager shall follow the provisions of Chapter 16 of the Bloomington City Code.

(E) *Personnel Policies & Union Contracts*. The City Manager's authority is hereby reaffirmed that he may adjust any personnel policies related to leave time, other benefits or terms and conditions of employment as are reasonably related to providing sufficient staffing during the term of the emergency. In addition, he is authorized to enter into such temporary agreements, including memoranda of understanding with the City's bargaining units in order to promote the provision of City services and the health and safety of the public and employees during the emergency.

(F) *Facility Closures*. The authority of the City Manager is hereby reaffirmed to close City facilities as is reasonably required to protect the health of the public and employees of the City.

(G) *Administrative Court*. The Corporation Counsel is authorized to extend any timeframe for responses related to City ordinance violations in recognition of the emergency and to suspend the City's Administrative Court and/or continue said cases.

(H) *Moratorium on Interest, Fines and Penalties*. No interest, fines and/or penalties shall accrue or be assessed on amounts owed to the City as of March 1, 2020, for City utility payments, food and beverage taxes (although timely tax return filings are still required), parking tickets and/or ordinance violations, so long as said obligations to the City are paid within 30 days after the conclusion Governor Pritzker's Gubernatorial Disaster Proclamation, including any and all renewals thereof, or until this provision is amended or repealed by the City Council. The City Manager is similarly authorized, by Executive Order, to extend the deadlines for payments related to any other amounts due and owing the City.

(I) *Payment of City Bills*. The City Manager may authorize the issuance of payments to City vendors, contractors and utilities if the City Council is unable to meet on a regularly scheduled meeting date. Any such payments must be reported to the City Council in writing at a future public meeting.

(J) *Water Shut Offs*. All City utility shut offs for nonpayment shall be suspended while this ordinance is in effect.

(K) *Acceptance of Applications*. The City is authorized to accept applications for all City licenses and permits electronically, and may accept all other documentation required related to said applications electronically.

(L) *Written Public Comment*. The City Manager shall implement procedures encouraging the electronic submission of written comments for public meetings beyond those set forth in Chapter 2, Section 85(I). These procedures shall remain in effect so long as Governor Pritzker's Gubernatorial Disaster Proclamation remains in effect, including any and all renewals thereof.

(M) *Community Development Approvals*. The City Manager and Director of Community Development, or City Planner in the absence of the Director of Community Development, shall have the authority to approve grant applications, the awarding of historic preservation grants, cite plans not involving special uses, certificates of appropriateness, and to postpone any meetings regarding the Planning Commission and Zoning Board of Appeals. Any applications requiring a public hearing may also be postponed by the City Manager.

(N) *Liquor Commissioner Authority to Allow Deliveries*. The Liquor Commissioner shall be granted the authority to allow all restaurant liquor license holders (Class RA and Class RB), as well as all taverns (Class TA and Class TB) to provide the delivery, carryout and curbside pickup of alcoholic liquor, so long as the license holder complies with the requirements of Chapter 6, Section 32(C) for curbside pickup and Chapter 6, 32(D) for deliveries, as well as any other requirements that may be imposed by Executive Order of the Mayor. No packaged liquor license component shall be required. This authority of the Liquor Commissioner shall remain in effect so long as Governor Pritzker's Gubernatorial Disaster Proclamation remains in effect, including any and all renewals thereof, or until this authority is repealed by the City Council.

(O) *Intergovernmental Agreements*. The City Manager is authorized to execute intergovernmental agreements that address the response and needs associated with this local disaster declaration that he deems to be in the best interests of the City.

SECTION 3. Other Emergency Powers Disallowed. The Emergency Powers in Chapter 12, Section 11 are not necessary to address the COVID-19 crisis. Accordingly, no such powers may be exercised by the Mayor, City Manager or their successors.

SECTION 4. Succession Planning. In the absence or incapacity of the Mayor, the Mayor Pro Tem shall serve as the Mayor of the City of Bloomington and shall have all authority and power of the Mayor, including the emergency powers set forth in this Ordinance. If the Mayor Pro Tem is incapacity or otherwise serving as Mayor, the City Council shall appoint a new Mayor Pro Tem. In the absence or incapacity of the City Manager, the Deputy City Manager shall serve as the City Manager of the City of Bloomington and shall have all authority and power of the City Manager, including the emergency powers set forth in this Ordinance. In the absence or incapacity of both the City Manager and the Deputy City Manager, the Corporation Counsel shall serve as the City Manager of the City of Bloomington and shall have all authority and power of the City Manager, including the emergency powers set forth in this Ordinance.

SECTION 5. Declaration of a Local Disaster. This Ordinance shall be construed as a declaration of a local disaster as provided for under Section 11 of the Illinois Emergency Management Agency Act, 20 ILCS 3305/11.

SECTION 6. Amendment of City Code. Except as provided herein, the Bloomington City Code, 1960, as amended shall remain in full force and effect.

SECTION 7. Severability. In the event that any section, clause, provision, or part of this Ordinance shall be found and determined to be invalid by a court of competent jurisdiction, all valid parts that are severable from the invalid parts shall remain in full force and effect.

SECTION 8. Publication. The City Clerk is hereby authorized to publish this ordinance in pamphlet form as provided by law.

SECTION 9. Home Rule Authority. This ordinance is passed and approved pursuant to the home rule authority granted Article VII, Section 6 of the 1970 Illinois Constitution.

SECTION 10. Effectiveness & Duration. This ordinance takes effect immediately upon its passage due to the urgency of implementing appropriate responses to the COVID-19 virus, which is causing or anticipated to cause widespread impacts on the health of members of this community. The recitals are incorporated into this Section. This ordinance shall be effective for 28 days from the date of passage unless repealed or amended sooner by the City Council. The ordinance shall continue for 28-day periods thereafter unless repealed or amended by the City Council.

PASSED this 26th day of March 2020.

APPROVED this 27th day of March 2020.

CITY OF BLOOMINGTON

Tari Renner, Mayor

ATTEST

Leslie Smith-Yocum, City Clerk

ORDINANCE NO. 2020 - _____

AN ORDINANCE AMENDING THE LOCAL EMERGENCY DECLARATION ORDINANCE, ORDINANCE 2020-18, TO ADD CLUB LIQUOR LICENSES TO SECTION 2(N)

BE IT ORDAINED by the City Council of the City of Bloomington, Illinois:

SECTION 1. That Ordinance 2020-18 is hereby amended by amending Section 2(N) to read as follows (added; deleted):

> (N) Liquor Commissioner Authority to Allow Deliveries. The Liquor Commissioner shall be granted the authority to allow all restaurant liquor license holders (Class RA and Class RB), club liquor license holders (Class CA and Class CB), as well as all taverns (Class TA and Class TB) to provide the delivery, carryout and curbside pickup of alcoholic liquor, so long as the license holder complies with the requirements of Chapter 6, Section 32(C) for curbside pickup and Chapter 6, 32(D) for deliveries, as well as any other requirements that may be imposed by Executive Order of the Mayor. No packaged liquor license component shall be required. This authority of the Liquor Commissioner shall remain in effect so long as Governor Pritzker's Gubernatorial Disaster Proclamation remains in effect, including any and all renewals thereof, or until this authority is repealed by the City Council.

SECTION 2. Except as provided herein, Ordinance 2020-18, as amended, shall remain in full force and effect.

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

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

SECTION 5. This ordinance shall be effective immediately after its execution and publication as required by law.

PASSED this 13th day of April 2020.

.

APPROVED this ___ day of April 2020.

CITY OF BLOOMINGTON **ATTEST**

_____ _____

Tari Renner, Mayor Leslie Smith-Yocum, City Clerk