CITY OF BLOOMINGTON ILLINOIS

CITY OF BLOOMINGTON COUNCIL MEETING APRIL 12, 2021

CITY OF Bloomington ILLINOIS

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 - Mollie Ward
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

CITY OF Bloomington ILLINOIS

REGULAR SESSION CITY COUNCIL MEETING AGENDA
CITY COUNCIL CHAMBERS
109 EAST OLIVE STREET, BLOOMINGTON, IL 61701
MONDAY, APRIL 12, 2021, 6:00 P.M.

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

Prior to 15 minutes before the start of the meeting, 1) those persons wishing to provide public comment or testify at the meeting must register at www.cityblm.org/register, and/or 2) those persons wishing to provide written comment must email their comments to publiccomment@cityblm.org.

Members of the public may also attend the meeting at City Hall.
Attendance will be limited to 10 people including staff and Board/Commission Members and will require compliance with City Hall COVID-19 protocols and social distancing. Participants and attendees are encouraged to attend remotely.

The rules for participation and attendance may be subject to change due to changes in law or to executive orders relating to the COVID-19 pandemic occurring after the publication of this agenda. Changes will be posted at www.cityblm.org/register.

1. **Call to Order**
2. **Pledge of Allegiance to the Flag**
3. **Remain Standing for a Moment of Silent Prayer**
4. **Roll Call**
5. **COVID-19 Update by City Manager**
6. **Recognition/Appointments**
   - *A.* Proclamation in Memory of Richard "Rich" Buchanan, as requested by the Administration Department. *(Recommended Motion: None; recognition only.)*
   - *B.* Proclamation recognizing April 18-24, 2021 as Medical Laboratory Professionals Week, as requested by the Administration Department. *(Recommended Motion: None; recognition only.)*
   - *C.* Recognition of Appointments to Various Boards & Commissions, as requested by the Administration Department. *(Recommended Motion: None; recognition only.)*
7. **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.

8. Consent Agenda

Clerk-led Roll Call Vote

A. Consideration and action to approve the Minutes of the February 22, 2021 Regular City Council Meeting, as requested by the City Clerk Department. *(Recommended Motion: The proposed Minutes be approved.)*

B. Consideration and action to approve the Minutes of the March 8, 2021 Regular City Council Meeting, as requested by the City Clerk Department. *(Recommended Motion: The proposed Minutes be approved.)*

C. Consideration and action to approve Bills and Payroll in the amount of $5,175,720.59, as requested by the Finance Department. *(Recommended Motion: The proposed Bills and Payroll be approved.)*

D. Consideration and action to approve Appointments and Reappointments to various Boards & Commissions, as requested by the Administration Department. *(Recommended Motion: The proposed Appointments and Reappointments be approved.)*

E. Consideration and action to approve Funding for the FY 2022 Stabilization Installation Work for the Lake Bloomington Shoreline Stabilization Project through the Watershed Conservation Intergovernmental Agreement between the City of Bloomington, McLean County, the Town of Normal, and the McLean County Soil and Water Conservation District, in the amount of $212,869, as requested by the Public Works Department. *(Recommended Motion: The proposed Funding be approved.)*

F. Consideration and action to approve a Contract with Tanner Industries, Inc., for Anhydrous Ammonia (Bid #2021-21), in the amount of $1,600 per ton, as requested by the Public Works Department. *(Recommended Motion: The proposed Contract be approved.)*

G. Consideration and action to approve a Contract with Linde, Inc., for Carbon Dioxide (Bid #2021-21), in the amount of $88.52 per ton, as requested by the Public Works Department. *(Recommended Motion: The proposed Contract be approved.)*

H. Consideration and action to approve a Contract with Kemira Water Solutions, Inc., for Ferric Sulphate (Bid #2021-21), in the amount of $249.00 per ton, as requested by the Public Works Department. *(Recommended Motion: The proposed Contract be approved.)*

I. Consideration and action to approve a Contract with Alexander Chemical, for Liquid Chlorine (Bid #2021-21), in the amount of $442.80 per ton in the first year; $456.40 per ton in the second year; and $470.60 per ton in the third year, as requested by the Public Works Department. *(Recommended Motion: The proposed Contract be approved.)*

J. Consideration and action to approve a Contract with Carus LLC for Sodium Hexametaphosphate (Bid #2021-21), in the amount of $1,900 per ton, as

requested by the Public Works Department. *(Recommended Motion: The proposed Contract be approved.)*

K. Consideration and action to approve a Contract with Mississippi Lime Company for supply and delivery of granulated quicklime, in the amount of $219.10 per ton in the first year, and liquid calcium hydroxide, in the amount of $315.00 per ton in the first year, as a limited source, for water treatment purposes, as requested by the Public Works Department. *(Recommended Motion: The proposed Contract be approved.)*

L. Consideration and action to approve a Second Amendment to the Contract with Henson Disposal Inc. for bulk waste disposal for FY 2022, from May 1, 2021, to April 30, 2022, in the amount of $56.00 per ton, as requested by the Public Works Department. *(Recommended Motion: The Second Amendment to the Contract be approved.)*

M. Consideration and action to approve a Contract with CDM Smith Inc., for the Water Treatment Plant Pre-Design Study (RFQ#2021-06), in the amount of $823,495, as requested by the Public Works Department. *(Recommended Motion: The proposed Contract be approved.)*

N. Consideration and action to approve an Agreement between the City of Bloomington and Evoqua Water Technologies LLC for supply and delivery of treatment chemicals, for a five-year period beginning May 1, 2021, and ending April 30, 2026, as requested by the Public Works Department. *(Recommended Motion: The proposed Agreement be approved.)*

O. Consideration and action to approve a Professional Services Agreement with Clark Dietz, Inc., in the amount not to exceed $536,000, for professional engineering services related to Locust Colton CSO Elimination and Water Main Replacement, Phase 4, as requested by the Public Works Department. *(Recommended Motion: The proposed Agreement be approved.)*

P. Consideration and action to approve an Agreement with George Gildner, Inc., for the FY 2022 Street, Alley, and Sidewalk Maintenance Program (Bid #2021-26), in the amount of $198,850, as requested by the Public Works Department. *(Recommended Motion: The proposed Agreement be approved.)*

Q. Consideration and action to approve an Agreement with George Gildner, Inc., for the FY 2022 Utility Maintenance Program (Bid #2021-24), in the amount of $2,176,500, as requested by the Public Works Department. *(Recommended Motion: The proposed Agreement be approved.)*

R. Consideration and action to approve an Agreement between the City of Bloomington and Environmental Systems Research Institute, Inc. (ESRI) in the amount of $55,000 annually for a three-year period, for the purpose of Software Licensing and Related Services for the City's Geographic Information System (GIS), as requested by the Public Works Department and the Information Technology Department. *(Recommended Motion: The proposed Agreement be approved.)*

S. Consideration and action to approve an Agreement with Bodine Electric of Decatur, for the FY 2022 Traffic Signal Maintenance Program (Bid #2021-25), in

the amount of $219,250, as requested by the Public Works Department. *(Recommended Motion: The proposed Agreement be approved.)*

T. Consideration and action on a Resolution Approving the First Amendment to the Professional Services Contract Between the City of Bloomington and SCADAware, Inc., in the Amount of $82,160, for the Purpose of Funding Additional Professional SCADA Maintenance Services Related to Sewer Lift Stations, as requested by the Public Works Department. *(Recommended Motion: The proposed Resolution be approved.)*

U. Consideration and action on a Resolution to Authorize a Change Order in the Amount Not to Exceed $10,300 for the Contract Between the City of Bloomington and WDM Architects to Update the Building Design Drawings and Specifications for the South American Exhibit at the Miller Park Zoo, as requested by the Parks, Recreation and Cultural Arts Department. *(Recommended Motion: The proposed Resolution be approved.)*

V. Consideration and action on a Resolution Authorizing Waiving the Technical Bidding Requirements and Approving a Contract with Watson Furniture Group Inc., DBA Watson Consoles for the Replacement of the Communications Center Consoles, in the Amount of $176,523.69, as requested by the Police Department. *(Recommended Motion: The proposed Resolution be approved.)*

W. Consideration and action on: (1) an Ordinance Amending the Budget Ordinance for the Fiscal Year Ending April 30, 2021 Regarding the Reallocation of Certain Grant Funds; and (2) a Resolution Authorizing a Change Order in the Amount of $82,784 to the FY21 Street, Alley, and Sidewalk Maintenance Contract Awarded to George Gildner, Inc. to Facilitate Brick and Restoration Work on Various City Brick Streets, as requested by the Economic & Community Development Department. *(Recommended Motion: The proposed Ordinance and Resolution be approved.)*

X. Consideration and action on an Ordinance Approving a Legislative Site Plan Review and Variances for a New Restaurant and Retail Facility in the B-1 General Commercial District, for Property Located at 1514 W. Market Street, as requested by the Economic & Community Development Department. *(Recommended Motion: The proposed Ordinance be approved.)*

Y. Consideration and action on an Ordinance Approving a Preliminary Development Plan for a Planned Unit Development for a Manufactured Home Park and Waivers of Certain Requirements of Chapters 24, 43, and 44 of the City Code for Property Commonly Located Along South Beich Road, and North of Fuller Court, Approximately 10.54 Acres, and Zoned R-4, Manufactured Home Park District, as requested by the Economic & Community Development Department. *(Recommended Motion: The proposed Ordinance be approved.)*

Z. Consideration and action on an Ordinance Approving a Zoning Map Amendment for Property Located South of General Electric Road and West of Towanda Barnes Road, Approximately 3.11 Acres, in the Hawthorne Commercial Subdivision, from B-1 General Commercial District to R-3A Multiple-family Residential District (Tract 2, 3.11 Acres), as requested by the Economic & Community Development Department. *(Recommended Motion: The proposed Ordinance be approved.)*

AA. Consideration and action on an Ordinance Approving a Zoning Map Amendment for Property Commonly Located Along South Beich Road, and North of Fuller Court, Approximately 10.54 Acres from R-1C Single-Family Residential District to R-4 Manufactured Home Park District, as requested by the Economic & Community Development Department. *(Recommended Motion: The proposed Ordinance be approved.)*

AB. Consideration and action to approve the Application of MBD BROS, LLC, d/b/a Iron Coyote Challenge Park, located at 4113 E. Oakland Ave., requesting a change in classification from a Class RBS (Restaurant, Beer and Wine Only, and Sunday Sales) to a Class EAS (Entertainment, All Types of Alcohol, and Sunday Sales) Liquor License, as requested by the City Clerk Department. *(Recommended Motion: The proposed Change in Liquor License Classification be approved.)*

AC. Consideration and action to approve the Application of Casper Brewing Company, LLC, d/b/a Casper Brewing Company, to be located at 3807 Ballybunion Rd., requesting a Class TBPS (Tavern, Beer and Wine Only, Package and Sunday Sales) Liquor License, as requested by the City Clerk Department. *(Recommended Motion: The proposed License be approved.)*

AD. Consideration and action to approve a Lake Bloomington Lease Transfer and Supplemental Agreement for Lot 2 in Block 3 in Camp Kickapoo, from William A. Yoder, to the petitioners, William E. Morris and Melina M. Morris, as requested by the Public Works Department. *(Recommended Motion: The proposed Lease Transfer and Supplemental Agreement be approved.)*

9. Regular Agenda

Clerk-led Roll Call Vote

A. Consideration and action on the Adoption of the FY2022 Budget and Appropriation Ordinance, as requested by the Finance Department. *(Recommended Motion: The proposed Adoption of the FY2022 Budget and Appropriation Ordinance be approved.) (Presentation by Scott Rathbun, Finance Director, 15 minutes; and City Council discussion, 20 minutes.)*

B. Consideration and action on an Ordinance Amending the Budget Ordinance for the Fiscal Year Ending April 30, 2022, related to the McLean County Museum of History, as requested by the Finance Department. *(Recommended Motion: The proposed FY2022 Budget Amendment be approved.) (Presentation by Jeff Jurgens, Corporation Council, 3 minutes; and City Council discussion, 3 minutes.)*

C. Consideration and action on a Resolution Authorizing Entering into A Memorandum of Understanding with the Town of Normal, McLean County, Illinois State University and Illinois Wesleyan University to Support Innovation Throughout The Region, as requested by the Administration Department. *(Recommended Motion: The proposed Resolution be approved.) (Presentation by Billy Tyus, Deputy City Manager, 5 minutes; and City Council discussion, 10 minutes.)*

D. Consideration and action to approve the Purchase of one (1) Air Burners, Inc., Model S220 Refractory Walled Air Curtain Burner Machine, with associated

accessories and training, from Air Burners, Inc. utilizing the GSA Contract (#47QMCA20D000C), in the amount of $128,057.40, as requested by the Public Works Department. *(Recommended Motion: The proposed Purchase be approved.) (Presentation by Kevin Kothe, P.E., Director of Public Works, 10 minutes; and City Council discussion, 10 minutes.)*

E. 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 an Ordinance Amending Ordinance 2020-18 to Modify Section 2(J) Regarding Water Shut Offs & Repayment Plans, as requested by the Legal Department. *(Recommended Motion: The proposed Ordinance Amending Ordinance 2020-18 regarding Water Shut Offs & Repayment Plans be approved.) (Presentation by Tim Gleason, City Manager, 5 minutes; and City Council discussion, 5 minutes.)*

10. City Manager's Discussion

11. Mayor's Discussion

12. Council Member's Discussion

13. Executive Session - Cite Section

Clerk-led Roll Call Vote

14. Adjournment

Voice Vote

RECOGNITIONS

RECOGNITION/APPOINTMENTS ITEM NO. 6.A

FOR COUNCIL: April 12, 2021

SPONSOR: Administration Department

WARD IMPACTED: City-Wide Impact

SUBJECT: Proclamation in Memory of Richard "Rich" Buchanan, as requested by the Administration Department.

RECOMMENDED MOTION:
None; recognition only.

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

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

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

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: N/A

COMMUNITY DEVELOPMENT IMPACT: N/A

Respectfully submitted for Council consideration.

Prepared by: Amy Overton, Executive Assistant

Reviewed by:

Billy Tyus, Deputy City Manager 4/7/2021

Tara Henry, Legislative Assistant 4/7/2021

Recommended by:

Tim Gleason, City Manager

Attachments:

- ADM 1B Richard Buchanan Proclamation

PROCLAMATION

In Memory of Richard "Rich" Buchanan

WHEREAS, The City reflects on the life and accomplishments of former Mayor Richard Buchanan who passed away on Tuesday, March 30, 2021; and

WHEREAS, Rich is fondly remembered for his community service, guiding our City as Mayor from 1977 to 1985, serving on the City Council for two terms, and on the Liquor Commission for more than three decades; and

WHEREAS, through his astute gift for listening to all sides, he made people feel included and heard, even if they were on opposing sides; and

WHEREAS, his love for the community was shown through his presence, support of businesses and energy for helping others; and

WHEREAS, Rich and wife Judy were honored in 2019 as Mclean County History Makers by the McLean County Museum of History; and

WHEREAS, even as Rich battled Alzheimer's, his words inspire us, "I'm in a battle with Alzheimer's, there is no cure, I'm going to lose this battle, but I have already won the war"; and

WHEREAS, we extend our deepest condolences to the Buchanan family and we are thankful for his contributions to the City of Bloomington; and

NOW, THEREFORE, I, Tari Renner, Mayor of the City of Bloomington, Illinois, do hereby urge you to recognize **Ruch Buchanan** for his service to our community and to celebrate his life, which will be remembered fondly by all that knew him.

Tari Renner
Mayor

Leslie Yocum
City Clerk

RECOGNITION/APPOINTMENTS ITEM NO. 6.B

FOR COUNCIL: April 12, 2021

SPONSOR: Administration Department

WARD IMPACTED: City-Wide Impact

SUBJECT: Proclamation recognizing April 18-24, 2021 as Medical Laboratory Professionals Week, as requested by the Administration Department.

RECOMMENDED MOTION:
None; recognition only.

STRATEGIC PLAN LINK:
-Goal 4. Strong Neighborhoods

STRATEGIC PLAN SIGNIFICANCE:
-Objective 4a. Residents feeling safe in their homes and neighborhoods

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

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: N/A

COMMUNITY DEVELOPMENT IMPACT: N/A

Respectfully submitted for Council consideration.

Prepared by: Amy Overton, Executive Assistant

Reviewed by:

Billy Tyus, Deputy City Manager 4/7/2021

Tara Henry, Legislative Assistant 4/7/2021

Recommended by:

Tim Gleason, City Manager

Attachments:

- ADM 2B Medical Laboratory Professonals Week

PROCLAMATION

Medical Laboratory Professionals Week
April 18-24, 2021

WHEREAS, the practice of modern medicine at the exacting standards we now enjoy would be impossible without the scientific tests performed daily in the medical laboratory; and

WHEREAS, maintenance of these standards and progress toward improvement in the quality of laboratory services depends on the dedicated efforts of professional clinical laboratory science practitioners; and

WHEREAS, the 24/7 work of these practitioners is critical to keeping the wheels of healthcare turning and has been especially impactful as the healthcare community works together to combat COVID-19; and

WHEREAS, these highly trained professionals make invaluable contributions to quality healthcare and save countless lives each day by providing reliable results for prevention, diagnosis, detection, and treatment of disease; and

WHEREAS, laboratory medicine is an honorable profession that should be recognized by all individuals as vital to the high standards of healthcare we have in our community.

THEREFORE, BE IT RESOLVED that I, Tari Renner, Mayor of the City of Bloomington, do hereby proclaim April 18-24, 2021 as **Medical Laboratory Professionals Week** in the City of Bloomington and urge you join the City in commending all those who play a vital role in healthcare delivery.

Tari Renner

Tari Renner
Mayor

Leslie Yocum

Leslie Yocum
City Clerk

RECOGNITION/APPOINTMENTS ITEM NO. 6.C

FOR COUNCIL: April 12, 2021

SPONSOR: Administration Department

WARD IMPACTED: City-Wide Impact

SUBJECT: Recognition of Appointments to Various Boards & Commissions, as requested by the Administration Department.

RECOMMENDED MOTION:
None; recognition only.

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

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

BACKGROUND: The included Appointments are representative of City Council's approval from the March 22, 2021 meeting.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

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 4/7/2021

Tara Henry, Legislative Assistant 4/7/2021

Recommended by:

Tim Gleason, City Manager

Attachments:

- ADM 3B Recognition of Appointments from 032221_Beautification_HRC_ZBA

Appointment

Cody Hendricks: Citizens' Beautification Committee

Appointment

Anthony Jones: Human Relations Commission

Appointment

Terry Ballantini: Zoning Board of Appeals

CONSENT AGENDA

CITY OF Bloomington ILLINOIS

CONSENT AGENDA ITEM NO. 8.A

FOR COUNCIL: April 12, 2021

SPONSOR: City Clerk Department

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and action to approve the Minutes of the February 22, 2021 Regular City Council Meeting, as requested by the City Clerk Department.

RECOMMENDED MOTION:
The proposed Minutes be approved.

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

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

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

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: N/A

COMMUNITY DEVELOPMENT IMPACT: N/A

Respectfully submitted for Council consideration.

Prepared by: Amanda Mohan, Deputy Clerk

Reviewed by:

Leslie Yocum, City Clerk 3/22/2021 Tara Henry, Legislative Assistant 4/7/2021

Recommended by:



Tim Gleason, City Manager

Attachments:

- CLK 2B DRAFT 02-22-2021 City Council Regular Session Minutes

MINUTES
REGULAR SESSION CITY COUNCIL MEETING
MONDAY, FEBRUARY 22, 2021, 6:00 P.M.

This meeting was conducted under Governor Pritzker's Executive Order 2020-07 Section 6, which was reissued and extended by Executive Order 2021-04, and implemented in response to COVID-19, which suspended in-person attendance under the Open Meeting Act, 5 ILCS 120.

The City Council convened in regular session virtually via Zoom conferencing with the City Manager, Tim Gleason, and City Clerk, Leslie Yocum, in-person in City Hall's Council Chambers at 6:00 p.m., Monday, February 22, 2021. The meeting was called to order by Mayor Tari Renner.

Roll Call

Attendee Name	Title	Status	Arrived
Tari Renner	Mayor	Remote	
Jamie Mathy	Ward 1	Remote	
Donna Boelen	Ward 2	Remote	
Mboka Mwilambwe	Ward 3	Remote	
Julie Emig	Ward 4	Remote	
Joni Painter	Ward 5	Remote	
Jennifer Jazmin Carrillo	Ward 6	Remote	
Mollie Ward	Ward 7	Remote	
Jeff Crabill	Ward 8	Remote	
Kim Bray	Ward 9	Remote	

COVID-19 Update by City Manager

City Manager Tim Gleason reported that Camille Rodriguez, McLean County Administrator, had reported that recent inclement weather had reduced the number of COVID-19 vaccinations received by the County. The City Manager stated that the City continued to play a large role in the County's vaccine plan as Grossinger Motors Arena continued to be used as a large scale vaccination site.

Recognition/Appointments

A. Proclamation in Memory of Judy Markowitz

Mayor Renner read the Proclamation aloud recognizing the accomplishments and work of Judy Markowitz, former Mayor of Bloomington. He expressed his appreciation for the late Mayor, pointing out that she was the only female Mayor of Bloomington to date.

B. Proclamation recognizing March 1, 2021 as COVID-19 Victims and Survivors Memorial Day

Mayor Renner read the Proclamation aloud.

C. Proclamation recognizing February 22, 2021 as Supermarket Employee Day

Mayor Renner read the Proclamation aloud. Beth Burke, Manager of a local Schnuck's, accepted the Proclamation and thanked Council for the recognition. She stressed the important role supermarket employees as front-line workers had played during the COVID-19 pandemic.

D. Recognition of Appointment to Housing Authority Board

Mayor Renner recognized the appointment of Torea Phillips to the Bloomington Housing Authority.

Public Comment

Mayor Renner opened the meeting for public comment. Diane Benjamin spoke live. Christina Deutsch was recognized as having emailed public comment. Mayor Renner responded to public comment.

Consent Agenda

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

Council Member Bray made a motion, seconded by Council Member Carrillo, that the Consent Agenda, including all items listed below, be approved as presented, with the exception of Items 8.G. and 8.I.

Mayor Renner directed the Clerk to call the roll, which resulted in the following:

AYES: Mathy, Boelen, Mwilambwe, Emig, Painter, Carrillo, Ward, Crabill, Bray

Motion carried.

Item 8.A. Consideration and action to approve the Minutes of the January 19, 2021 Committee of the Whole meeting, as requested by the City Clerk Department. *(Recommended Motion: The proposed Minutes be approved.)*

Item 8.B. Consideration and action to approve the Minutes of the January 25, 2021 Regular City Council meeting, as requested by the City Clerk Department. *(Recommended Motion: The proposed Minutes be approved.)*

Item 8.C. Consideration and action to approve Bills and Payroll in the amount of $6,127,583.76, as requested by the Finance Department. *(Recommended Motion: The proposed Bills and Payroll be approved.)*

Item 8.D. Consideration and action to approve Appointments to various Boards & Commissions, as requested by the Administration Department. *(Recommended Motion: The proposed Appointment be approved.)*

Item 8.E. Consideration and action to approve the Purchase of a 2021 Ford F-550 4WD, Horton Model 623 (173") Type I All-Aluminum Modular Ambulance from Foster Coach, Sterling, IL, through the Suburban Purchasing Cooperative - Northwest Municipal Conference (NWMC) in the amount of $274,094, as requested by the Fire Department. *(Recommended Motion: The proposed Purchase and Pre-payment be approved.)*

Item 8.F. Consideration and action to increase the current Purchase Order by $19,325 to the original contract amount of $94,325 for Traffic Line Paint and Beads with Diamond

Vogel Paint, as requested by the Public Works Department. *(Recommended Motion: The proposed Increase to the Purchase Order amount be approved.)*

Item 8.G. was removed from the Consent Agenda by Council Member Carrillo.

Item 8.H. Consideration and action to approve the FY21 Illinois Department of Natural Resources Grant Agreement Award for the South American Phase 1 Exhibit at Miller Park Zoo, in the amount of $750,000, as requested by the Parks, Recreation and Cultural Arts Department. *(Recommended Motion: The proposed Grant Agreement be approved.)*

Item 8.I. was removed from the Consent Agenda by Council Member Carrillo.

Item 8.J. Consideration and action to approve a Contract between the City of Bloomington and Republic Services, for solid waste disposal services (Bid #2021-20) for an initial two-year period beginning March 1, 2021 to February 28, 2023, as requested by the Public Works Department. *(Recommended Motion: The proposed Contract be approved.)*

Item 8.K. Consideration and action on an Ordinance Approving a Zoning Map Amendment for Property Located South of Veterans Parkway and West of South Main Street, 101-103 Donnie Drive, from B-1 General Commercial District to R-3B, High-Density Multifamily Residence District, as requested by the Economic & Community Development Department. *(Recommended Motion: The proposed Ordinance be approved.)*

Items Removed from the Consent Agenda

The following item was pulled from the Consent Agenda by Council Member Carrillo:

Item 8.I. Consideration and action to approve an Agreement for Preliminary Engineering Services No. 2 with Norfolk Southern Railway Company and an Illinois Department of Transportation (IDOT) MFT Resolution, in the amount of $290,000, for the proposed Hamilton Road at-grade crossing near Commerce Parkway, as requested by the Public Works Department.

Council Member Carrillo explained that she had pulled the item so she could vote against it.

Council Member Mathy made a motion, seconded by Council Member Bray, that the proposed Agreement and IDOT MFT Resolution be approved.

Mayor Renner directed the Clerk to call the roll, which resulted in the following:

AYES: Mathy, Boelen, Mwilambwe, Emig, Painter, Ward, Crabill, Bray

NAYES: Carrillo

Motion carried.

The following item was pulled from the Consent Agenda by Council Member Carrillo:

Item 8.G. Consideration and action to approve a three-year Intergovernmental Agreement with the Town of Normal and County of McLean for the Dropbox Recycling Program, with an estimated annual cost of $65,000 to the City, as requested by the Public Works Department.

Council Member Carrillo noted Council receiving an email from the City Manager that clarified a drop-box location would be added in Bloomington. She preferred Council taking additional time to review the proposal and asked if there was an urgency in approval. Mr.

Gleason responded that staff would follow Council's direction and noted that Council Member Crabill also had a recommended amendment to discuss.

Mayor Renner asked for confirmation on Council's options and any possible implications. Mr. Gleason stated that the City had until March 2021 to finalize the item and that all involved parties had agreed to a Bloomington drop-off site.

Council Member Carrillo and Mayor Renner discussed motion amendment procedures.

Council Member Boelen noted the importance of recycling and asked if recycled materials could be accepted at the Citizen Convenience Center (CCC). Mr. Gleason asked Kevin Kothe, Public Works Director, to address Council's question. Mr. Kothe responded that the CCC was not set up for product sorting like the drop-boxes in Normal; however, recycled materials were being accepted at CCC.

Council Member Bray expressed support for the item. She then discussed motion procedures with Jeff Jurgens, Corporation Counsel. Mr. Jurgens provided additional background on the Intergovernmental Agreement.

Council Member Crabill acknowledged Council Member Carrillo's concerns and discussed motion procedures with Mr. Jurgens.

Council Member Crabill made a motion, seconded by Council Member Mathy, that the Drop-Box Recycling Program Intergovernmental Agreement be approved with Section 1.3 amended to require that at least one drop-box be located in the City of Bloomington at a location to be approved by the City Manager.

Council Member Mwilambwe asked about potential locations. Mr. Gleason noted that West Bloomington was being considered, but that no final decision had been made.

Council Member Mathy noted a previous request by the Ecology Action Center to require that all apartment buildings and businesses offer recycling bins, and expressed support in the current item as an alternative.

Council Member Carrillo reiterated her interest in additional time for consideration and expressed concern for those who could not transport their recyclable materials.

Mayor Renner directed the Clerk to call the roll, which resulted in the following:

AYES: Mathy, Boelen, Mwilambwe, Emig, Painter, Ward, Crabill, Bray

NAYES: Carrillo

Motion carried.

Regular Agenda

The following item was presented:

Item 9.A. Consideration and action on a Resolution Approving the FY22 John M. Scott Health Care Grant Awards and Programmatic Agreements, in the amount of $759,000 for Category I and II Grants, as requested by the Economic & Community Development Department.

Council Member Mathy recused himself at 6:39 p.m. as he was a Member of the Community Healthcare Clinic Board of Directors.

Mr. Gleason asked Jennifer Toney, Grants Coordinator, to address Council. Mrs. Toney recognized Zack Fabos, Illinois State University Fellow, and William Bessler, Grants Specialist, who had provided administrative support to the John M. Scott Health Care Commission ("Commission"). She introduced Holly Ambuehl, Chair of the Commission, and recognized her work on the new grants program.

Ms. Ambuehl echoed thanks to City staff and fellow Commission Members for their dedicated hard work. She discussed her background and expertise and noted that she was a voluntary Commission Chair. She provided background on the Commission, reminded the community how to access John M. Scott ("JMS") Trust documents and gave an update on the Trust today. Ms. Ambuehl discussed social determinants of health in detail and discussed ways to improve health equity and inclusion. She went through Fiscal Year ("FY") 2022 Program Grant Recommendations and discussed how grants would be provided across all age groups. She went on to compare 2019 and 2020 statistics and pointed out that the Commission had distributed $55,000 in COVID-19 relief. She stressed the importance of oral health and that the Commission was recommending a $100,000 capital grant to ensure an oral health clinic opening at Chestnut Health Systems Family Health Center in West Bloomington. The Commission was also recommending a $75,000 capital grant be awarded to Home Sweet Home for the relocation and expansion of their Red for Life Food Co-Op and Food Farmacy programs. Ms. Ambuehl explained that, if approved, FY 2022 funds would be distributed in May 2021 and that four new Commissioners would be recruited and recommended for appointment.

Council Member Carrillo made a motion, seconded by Council Member Crabill, to extend the meeting time by five minutes.

Mayor Renner directed the Clerk to call the roll, which resulted in the following:

AYES: Boelen, Mwilambwe, Emig, Painter, Carrillo, Ward, Crabill, Bray

RECUSED: Mathy

Motion carried.

Council Member Crabill thanked staff and the Commission. He commented on the importance of oral health and to systemic racism.

Council Member Painter echoed appreciation and applauded the Commission's forward thinking. She stressed the need for additional oral clinic help.

Council Member Carrillo echoed appreciation and complimented the comprehensive approach taken by the Commission.

Council Member Bray made a motion, seconded by Council Member Painter, that the proposed Resolution be approved.

Mayor Renner directed the Clerk to call the roll, which resulted in the following:

AYES: Boelen, Mwilambwe, Emig, Painter, Carrillo, Ward, Crabill, Bray

RECUSED: Mathy

Motion carried.

Council Member Mathy returned to the meeting at 7:09 p.m.

The following item was presented:

Item 9.B. Consideration and action on an Ordinance providing for the issuance of $3,639,000 General Obligation Refunding Bonds of the City of Bloomington, McLean County, Illinois, for the purpose of refunding certain outstanding bonds of said City, and providing for the levy and collection of a direct annual tax sufficient for the payment of the principal of and interest on said bonds, as requested by the Finance Department.

Leslie Yocum, City Clerk, informed the community that Council had received an amended ordinance prior to the start of the meeting and asked that when a motion was made, the amended Ordinance be considered. She noted that the first amendment included in the amended Ordinance was to abate the levy amount of debt service of the combined refinanced issues and the second was to have US Bank pay closing costs. She noted that in effort to keep all the financial items together during the meeting, Item 9.C. (Fiscal Year ("FY") 2022 Budget Update) on the agenda would follow this item and that the Finance Director's Report would be then be moved up to immediately follow Item 9.C.

Mr. Gleason reported that through the Finance Department's diligence, the refinance of the relatively small bond would yield a large impact. He then asked Scott Rathbun, Finance Director, to address Council.

Mr. Rathbun explained that most of the City's debt was held in bonds, which had call revisions that limited the time when the City was able to refinance. He provided general definitions and described the basic methods of bond sale. He then provided a breakdown of the City's total dept by debt type totaling $77,041,583. He went on to compare Bloomington's general obligation ("GO") debt of $48,324,053, and their total debt per capita to Normal, Springfield, Champaign, Peoria, and Decatur. He noted that Bloomington fell in the middle to lower end and explained that most of the City's GO debt would end by 2029, with the exception of a few bonds, due to good debt management. He explained that the City's AA credit rating reflected well, and that good debt management translated into good credit rating, which affected interest rates. Mr. Rathbun presented the 2009 GO Bonds and the 2018 GO Notes to be refunded and highlighted the current final maturity date of 2028. He went on to discuss the request for proposal and the results. He highlighted that Busey Bank was the lowest bidder at 0.57% which had the potential cumulative net refund savings of $559,088 and pointed out that the final maturity date would then be 2027 versus 2028. He concluded his presentation with the staff recommendation that the refunding be approved and awarded to Busey Bank.

Council Member Boelen made a motion, seconded by Council Member Emig, to approve the new Ordinance as amended.

Council Member Mwilambwe expressed appreciation to staff and asked when the City would reach a AAA rating. Mr. Rathbun explained that AAA status depended on multiple variables and was confident that an AA credit rating was beneficial to the City.

Council Member Mathy expressed appreciation for the presentation and compared the refinance of City bonds to the refinance of a residential mortgage.

Mayor Renner directed the Clerk to call the roll, which resulted in the following:

AYES: Mathy, Boelen, Mwilambwe, Emig, Painter, Carrillo, Ward, Crabill, Bray

Motion carried.

The following item was presented:

Item 9.C. Presentation of FY2022 Budget Update, as requested by the Finance Department.

Mr. Gleason stated that the presentation was the second public discussion on the FY 2022 Budget. He then asked Mr. Rathbun to address Council.

Mr. Rathbun reiterated that the item was a continuation of the FY 2022 Budget presentation. He stated that the presentation would include the Citywide revenue and expenditure budgets with a focus on capital projects, which comprised $60 million of the $250 million total budget. He explained that funds for the capital projects were saved over multiple years and compared the FY 2021 and FY 2022 total budgets, highlighting changes from the presentation in January 2021. He discussed the FY 2020 major tax revenue summary, General Fund budget revenues and expenses, and the effects COVID-19 had on the budget. He went on to discuss the Citywide anticipated revenues and budgeted expenses and highlighted key factors on various revenue and expense line items.

Mayor Renner asked for a motion to extend discussion time.

Council Member Mathy made a motion, seconded by Council Member Bray, to extend discussion time by 15 minutes.

Mayor Renner directed the Clerk to call the roll, which resulted in the following:

AYES: Mathy, Boelen, Mwilambwe, Emig, Painter, Carrillo, Ward, Crabill, Bray

Motion carried.

Mr. Rathbun asked Russ Waller, Director of Facilities, to discuss the Facility Department's capital projects. Mr. Waller discussed capital improvement projects for the Arena totaling $100,000; widespread facilities projects totaling $245,000; as well as $100,000 earmarked for unforeseen major repairs.

Mr. Rathbun then asked Jay Tetzloff, Director of Parks, Recreation and Cultural Arts ("PRCA"), to discuss capital projects for the PRCA Department. Mr. Tetzloff discussed each project in detail. The eight PRCA capital improvement projects discussed totaled $10,871,500. He noted that PRCA had also earmarked $50,000 for unforeseen major repairs.

Next Mr. Rathbun asked Kevin Kothe, Director of Public Works, to discuss capital projects for the Public Works Department ("PW"). He discussed each capital improvement project in detail. The projects totaled $59,890,216.

Mr. Rathbun then explained the next steps for the FY 2022 Budget schedule.

Council Member Crabill expressed appreciation for the presentation. He asked for confirmation that the City would spend almost $60 million, or 25% of the budget, to improve infrastructure. Mr. Rathbun confirmed.

Council Member Ward echoed appreciation for the presentation.

Council Member Mathy expressed appreciation for the Market Street Garage project and the combined upgrades of the Meadowbrook Subdivision rehabilitation. He expressed support for similar combined upgrades.

Finance Director's Report

Mr. Rathbun discussed the FY 2021 Major Tax Revenue Summary and highlighted various line items. He went through the FY 2021 General Fund Expenditures and noted specific adjustments for year-to-date improvements. He wrapped up with the FY 2021 Enterprise Funds Summary highlighting an increase as compared to previous years.

Council Member Boelen expressed her appreciation for Mr. Rathbun's clear and easy to understand presentation.

Regular Agenda Continued

The following item was presented:

Item 9.D. Presentation of the City's 2020 Accomplishments, as requested by the Administration Department.

Mr. Gleason introduced the item and recognized staff for their 2020 Accomplishments.

Billy Tyus, Deputy City Manager, addressed Council. He recognized the City Manager for his excellent leadership, especially throughout the COVID-19 Pandemic. He highlighted Economic Development for more than $260 million in new or continued construction including $80 million in new construction and 11 new or expanded/remodeled restaurants. He noted that Downtown Bloomington held more than 56 events in 2020 and acknowledged staff creativity in finding solutions to obstacles created by COVID-19. He informed Council that 12 new businesses had opened Downtown in 2020 resulting in a net increase in the number of businesses Downtown. He reported that Keplr Vision, a local-grown company, had expanded business by moving into the former State Farm Headquarters where they housed 100+ team members.

Mr. Tyus discussed Ferrero's $75 million expansion to bring their first North American chocolate plant to Bloomington and the YMCA new $23 million, 70,000 sq ft. building. He went on to list multiple other large and small business developments completed during the year and was proud that the City took advantage of the closure of O'Neil Park's Pool to begin a significant remodel. He touched on the major remodel to the Bloomington Public Library and noted that the Lutz Rd. redevelopment was almost complete and would finish $159,000 under budget. He celebrated the installation of Wayfinding signage and reported that $6.4 million had been spent repairing roads and sidewalks with $7.2 million planned for 2021.

Mr. Tyus then highlighted establishment of the City's newly created City Services Center (aka "The Hub"), a one-stop-shop for all things City business, where providing great customer service is key in eliminating the runaround of doing business. He explained that staff had been working on the concept pre-Covid with a plan to implement it after the City's move to the Government Center; however, the pandemic drove staff to implement it early to ensure that citizens and businesses alike could continue to be served safely during the pandemic. He explained that The Hub was comprised of staff from almost every department and that The Hub would move from the Arena to the Government Center once the new space was complete.

Mr. Tyus moved on to highlight multiple diversity and equity accomplishments throughout the year, expressing the importance to recognize all people in the community. He noted the first year of the Mentorship Program with the Jule Foundation and concluded by highlighting additional achievements in each City department.

Council Member Carrillo expressed appreciation to Mr. Tyus and his presentation that celebrated and honored staff for their achievements. She emphasized the successes endured through the pandemic.

Mayor Renner echoed her appreciation.

Council Member Mwilambwe echoed her appreciation and commended staff for ensuring services during such difficult times.

The following item was presented:

Item 9.E. Consideration and action on Council Member Carrillo's Agenda Initiative Proposal for the City's Legal Department to draft an Ordinance to provide direction and instruction to City staff, including the Police Department, on how to interact with residents and other agencies as it relates to immigration issues, as requested by the City Council.

Council Member Carrillo explained that the proposed Initiative would provide staff clear direction on what Council wanted to consider. She preferred that Council take their time to do it right and expressed interest in a presentation by the Bloomington Police Department ("BPD") being made at the next Committee of the Whole meeting. She also stressed the importance of other community organizations being able to present.

Mayor Renner asked for clarification on procedure. Mr. Jurgens, Corporation Counsel, stated that the item was on the agenda for step 2 and that the recommended motion was to provide staff direction. He stated that a motion could be made to allow for further discussion at a future meeting if desired.

Council Member Carrillo made a motion, seconded by Council Member Mathy, that the item appear on an upcoming Committee of the Whole meeting.

Council Member Emig suggested a specific Committee of the Whole meeting date be determined.

Council Member Carrillo amended the motion to have the item appear on the next Committee of the Whole meeting and for the Bloomington Police Department and other community partners to provide presentations.

Mayor Renner asked for clarification on the motion. Council Member Carrillo clarified her motion.

Council Member Carrillo made a motion, seconded by Council Member Mathy, that the item appear on the March 15, 2021 Committee of the Whole meeting and that as part of the discussion, Council receive a presentation from the Immigration Project and the Bloomington Police Department.

Mayor Renner asked if the motion precluded other organizations. Council Member Carrillo stated that it did not.

Council Member Mathy agreed with the motion and believed that it would benefit Council and the community to hear from BPD on the impact of the procedure changes to interactions with Immigrations and Customs Enforcement ("ICE"), as well as potential future changes. He believed BPD, the Immigration Project, and Council could come to an agreement on the path to the future expectations.

Council Member Mwilambwe agreed with Council Member Mathy. He believed it was

beneficial to not limit the discussion to BPD and the Immigration Project.

Mayor Renner directed the Clerk to call the roll, which resulted in the following:

AYES: Mathy, Boelen, Mwilambwe, Emig, Painter, Carrillo, Ward, Crabill, Bray

Motion carried.

The following item was presented:

Item 9.F. Consideration and potential action regarding Ordinance 2020-18, An Ordinance Declaring a Local Emergency Due to the COVID-19 Virus & Enacting Various Emergency Measures, as requested by the Legal Department.

No amendments were recommended.

Council Member Mathy asked if Bloomington would resume outdoor dining once weather permitted. Mr. Gleason responded that staff had already begun getting requests and that they would find a way to make it happen. He further stated that he planned to have conversations with Council Members Mathy, Emig, and Carrillo about Downtown striping as a component of the Downtown outdoor dining solution.

City Manager's Discussion

City Manager Gleason thanked Mr. Tyus for his 2020 Accomplishments presentation, as well as City staff for all their work. He highlighted upcoming events in Downtown and reminded the community of the COVID-19 Small Business Assistance Grant Program.

Mayor's Discussion

Mayor Renner thanked Mr. Gleason, Mr. Tyus, Mrs. Yocum, and staff for their work.

Council Member's Discussion

Council Member Mathy reminded the community that the Primary for Ward 7 was Tuesday, February 23, 2021 and encouraged citizens to get informed and vote. He also noted that if anyone needed dental help, the Community Health Care Clinic had a dental clinic available.

Council Member Carrillo echoed the comments about voting and listed poll locations. She then recommended the Illinois Coalition for Immigrant and Refugee Rights also be considered as a presenter at the Committee of the Whole meeting for her Council Initiative.

Council Member Boelen noted that Council had received many questions on re-zoning and recommended that residents register for public comment for the Planning Commission to express their concerns at the public hearing. She noted that when the item appeared before Council, typically it was ready to be presented for vote.

Council Member Emig applauded Holly Ambuehl and the continued work of the John M. Scott Committee. She echoed the comments on voting and encouraged residents to shovel snow from the sidewalks near their residence.

Council Member Mwilambwe recognized the Public Works staff for their work during the inclement weather.

Council Member Ward stated that the Federal Government would soon loosen the requirements for grants so that small businesses could apply. She encouraged small businesses to keep hanging on.

Executive Session - Cite Section

No Executive Session was had.

Adjournment

Council Member Boelen made a motion, seconded by Council Member Mwilambwe, that the meeting be adjourned.

Motion carried (viva voce).

The meeting adjourned at 8:59 p.m.

CITY OF BLOOMINGTON	**ATTEST**
Tari Renner, Mayor	Amanda Mohan, Deputy City Clerk

DRAFT

CONSENT AGENDA ITEM NO. 8.B

FOR COUNCIL: April 12, 2021

SPONSOR: City Clerk Department

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and action to approve the Minutes of the March 8, 2021 Regular City Council Meeting, as requested by the City Clerk Department.

RECOMMENDED MOTION:
The proposed Minutes be approved.

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

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

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

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: N/A

COMMUNITY DEVELOPMENT IMPACT: N/A

Respectfully submitted for Council consideration.

Prepared by: Amanda Mohan, Deputy Clerk

Reviewed by:

Leslie Yocum, City Clerk 4/8/2021 Tara Henry, Legislative Assistant 4/8/2021

Recommended by:



Tim Gleason, City Manager

Attachments:

- CLK 1B 03-08-2021 DRAFT Meeting Minutes

MINUTES
REGULAR SESSION CITY COUNCIL MEETING
MONDAY, MARCH 8, 2021, 6:00 P.M.

This meeting was conducted under Governor Pritzker's Executive Order 2020-07 Section 6, which was reissued and extended by Executive Order 2021-05, and implemented in response to COVID-19, which suspended in-person attendance under the Open Meeting Act, 5 ILCS 120.

The City Council convened in regular session virtually via Zoom conferencing with the City Manager, Tim Gleason, and City Clerk, Leslie Yocum, in-person in City Hall's Council Chambers at 6:00 p.m., Monday, March 8, 2021. The meeting was called to order by Mayor Pro Tem Mboka Mwilambwe.

Roll Call

Attendee Name	Title	Status	Arrived
Tari Renner	Mayor	Late	6:01 PM
Jamie Mathy	Ward 1	Present	
Donna Boelen	Ward 2	Present	
Mboka Mwilambwe	Ward 3	Present	
Julie Emig	Ward 4	Present	
Joni Painter	Ward 5	Present	
Jennifer Jazmin Carrillo	Ward 6	Present	
Mollie Ward	Ward 7	Present	
Jeff Crabill	Ward 8	Absent	
Kim Bray	Ward 9	Present	

COVID-19 Update by City Manager

City Manager Tim Gleason reported that Camille Rodriguez, McLean County Administrator, appreciated the City's support in providing the location of the County's vaccine center. He introduced a new initiative by Prairie State Legal called the Eviction Diversion Program and touched on the services the City would offer. He then updated Council on 2020 homelessness statistics and discussed available resources.

Recognition/Appointments

A. Recognition of Appointments to Various Boards & Commissions

Staff recognized the appointments of Ashley Farmer to the Public Safety and Community Relations Board and Brady Sant Amour to the Planning Commission.

Public Comment

Mayor Renner opened the meeting for public comment. Andrew and Janis Hollins were in-person to provide public comment. Both individuals had also emailed public comment.

Consent Agenda

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

Council Member Boelen made a motion, seconded by Council Member Bray, that the Consent Agenda, including all items listed below, be approved as presented.

Mayor Renner directed the Clerk to call the roll, which resulted in the following:

AYES: Mathy, Boelen, Mwilambwe, Emig, Painter, Carrillo, Ward, Bray

ABSENT: Crabill

Motion carried.

Item 8.A. Consideration and action to approve the Minutes of the February 8, 2021 Regular City Council Meeting, as requested by the City Clerk Department. *(Recommended Motion: The proposed Minutes be approved.)*

Item 8.B. Consideration and action to approve Bills and Payroll in the amount of $5,813,901.74, as requested by the Finance Department. *(Recommended Motion: The proposed Bills and Payroll be approved.)*

Item 8.C. Consideration and action to approve the Purchase of the Annual Software Subscription for Software Licensing, Hosting, and Maintenance Renewal for the Kronos Time Keeping Solution/Workforce Management Suite and Workforce TeleStaff software including equipment support services, in the amount of $135,235.12, as requested by the Information Technology Department and the Human Resources Department. *(Recommended Motion: The proposed Purchase be approved.)*

Item 8.D. Consideration and action on a Resolution Authorizing Waiving the Technical Bidding Requirements and Approving a Contract with MidCo Systems Now Known as Securitas Electronic Security, Inc., for the Purchase and Installation of an Access Control and Camera System for Public Works, in the Amount of $189,880.42, as requested by the Public Works Department and the Information Technology Department. *(Recommended Motion: The proposed Resolution and Contract be approved.)*

Item 8.E. Consideration and action on a Resolution Authorizing Acceptance of the Illinois Housing Development Authority's Strong Communities Program Grant, as requested by the Economic & Community Development Department. *(Recommended Motion: The proposed Resolution be approved.)*

Item 8.F. Consideration and action on an Ordinance Approving the Final Plat of Capodice Subdivision, as requested by the Public Works Department. *(Recommended Motion: The proposed Ordinance be approved.)*

Item 8.G. Consideration and action on an Ordinance Amending the Budget Ordinance for the Fiscal Year Ending April 30, 2021, as it Relates to the Library Maintenance and Operating Budget, in the amount of $1,453,584, as requested by the Bloomington Public Library. *(Recommended Motion: The proposed Ordinance be approved.)*

Item 8.H. Consideration and action on an Ordinance Authorizing the City Manager to Approve Right-of-Way, Easements, and Related Agreements for the Hamilton Road Improvement Project and Fox Creek Bridge & Road Improvement Project, as requested by

the Public Works Department. *(Recommended Motion: The proposed Ordinance be approved.)*

Item 8.I. Consideration and action on an Ordinance Approving Farm Lease Extensions on Two City of Bloomington Farms Commonly Known As Parker Bottom and Farm #8425, as requested by the City Clerk Department. *(Recommended Motion: The proposed Ordinance be approved.)*

Regular Agenda

The following item was presented:

Item 9.A. Presentation of the Utility Billing Conversion and resident engagement/interface platform, Invoice Cloud, as requested by the Finance Department.

City Manager Gleason introduced the item and asked Scott Rathbun, Finance Director, to address Council. Mr. Rathbun presented on the City of Bloomington Utility Billing System conversion. He provided a brief history and explained there were more than 30,000 accounts. He discussed benefits and increased conveniences offered by the Invoice Cloud system. He went into great detail about the conversion, causing utility billing to be done differently for one week, and discussed changes in account numbers and billing formats. Mr. Rathbun explained that customers would be required to set up auto-payments and e-delivery preferences again and discussed the many ways staff were working to communicate such to the public.

City Manager Gleason reiterated the dates that online bill pay would be unavailable and stressed that late fees would not be assessed during the initial program introduction.

Council Member Boelen asked the approximate savings the program provided. Mr. Rathbun stated that, initially, there would be an increased expense, but that over time, the program would encourage residents to go paperless and automate or self-serve online, which would reduce staff involvement and increase efficiencies.

The following item was presented:

Item 9.B. Presentation and discussion of FY 2022 and FY 2023 Resurfacing Projects, as requested by the Public Works Department.

City Manager Gleason introduced the presentation and action item that immediately followed the presentation. He then asked Kevin Kothe, Public Works Director, to address Council.

Mr. Kothe explained that the Fiscal Year ("FY") 2022 and FY 2023 proposed budgets did not include projects already under contract. He provided a breakdown of the $7.2 million FY22 Proposed Asphalt & Concrete Budget and discussed each of the six programs/projects. He walked through changes to resurfacing plans increasing efficiencies by adjusting timelines to match up with future projects and reminded Council of the factor used in street selection. He discussed standard bidding processes for resurfacing approval and requested that the process be waived. He highlighted the BloomingtonStreets.com as a resource for Council and the community to view status updates on projects.

Council Member Painter asked what resources were budgeted for emergency projects such as potholes, sunken manholes, or a collapsed streets. Mr. Kothe responded, providing various resources for multiple types of unforeseen projects, as well as routine temporary

and permanent pothole patching done by street crews.

Council Member Emig asked how staff determined which portions of the City received priority and how Council Members or citizens could provide feedback on street selection. She then asked for a commitment to revisit the Brick Street Master Plan. Mr. Kothe responded that the software used for street determination was objective in that it does not factor in Ward data. He explained that staff also work to group streets in neighborhoods together to increase efficiencies and maximize funding. He then discussed how streets were regularly re-evaluated and agreed to revisit the Brick Street Master Plan.

Council Member Boelen asked for an update on pavement preservation. Mr. Kothe responded that staff planned to continue to utilize the same products as in years past and explore additional preservation techniques. He noted that while reclamite wasn't controversial, C-85 could be.

Mayor Renner asked for clarification on the reasons for the controversy. Mr. Kothe responded that the majority of the complaints staff had received were about dust produced by the C-85 material.

Council Member Ward appreciated the objectivity of the software, but requested that staff also be part of the street selection.

Council Member Mwilambwe agreed with her comment and asked for an approximate savings experienced when projects of proximity were grouped together. Mr. Kothe explained that contractors had repeatedly stressed cost savings based on the proximity of projects. Council Member Mwilambwe suggested that staff include a historical list of completed street projects versus the current construction season on BloomingtonStreets.com.

Mayor Renner asked for additional clarification. Council Member Mwilambwe provided additional information stressing a visual of what was accomplished over the past few years.

Council Member Carrillo appreciated the objectivity of the street selection software, but too believed a human factor should be re-introduced in a public setting.

The following item was presented:

Item 9.C. Consideration and action on a Resolution Establishing the Streets to be Resurfaced in Fiscal Years 2022 and 2023, Authorization of Waiving the Technical Bidding Requirements, and Authorizing City Staff to Negotiate a Contract with Rowe Construction - A Division of United Contractors Midwest for the FY 2022 General Street Resurfacing Program, as requested by the Public Works Department.

Mr. Kothe thanked Council for their comments and suggestions.

No additional discussion was had.

Council Member Mathy made a motion, seconded by Council Member Emig, that the proposed Resolution be approved.

Mayor Renner directed the Clerk to call the roll, which resulted in the following:

AYES: Mathy, Boelen, Mwilambwe, Emig, Painter, Carrillo, Ward, Bray

ABSENT: Crabill

Motion carried.

The following item was presented:

Item 9.D. Presentation of the FY2022 Proposed Budget, as requested by the Finance Department.

City Manager Gleason introduced the item and discussed the status of the budget approval timeline. He stated that staff had received positive feedback from public discussions and that the education of the budget provided throughout the process. He then asked Mr. Rathbun to address Council.

Mr. Rathbun presented an update on the FY22 Proposed Budget. He pointed out that there was an emphasis on infrastructure to provide additional services to the residents. He compared total budgets between FY21 and FY22, and then highlighted FY22 major tax and general fund revenues noting the various impacts on each. He went on to discuss FY22 budget expenses from the General Fund, pointing out various savings and making comparisons with the FY21 approved budget. He highlighted FY22 Expense Net of Non-Tax Revenue by department to highlight those who generate revenue and went on to compare revenues and expenses in the Citywide Budget. Mr. Rathbun provided an overview of large capital improvement projects and reminded the community where to locate project information and budget details. He concluded by reviewing the remaining stages of the approval process of the budget.

Council Member Bray stated that the $20 million budget increase would pay for water maintenance, road maintenance, and the O'Neil Pool project. Mr. Rathbun agreed.

Council Member Boelen expressed appreciation for the easy to understand and transparent presentation.

Council Member Carrillo asked for additional details on the $30 million budgeted for the Bloomington Police Department ("BPD"), if approved. Mr. Rathbun explained that it provided funding to the police force, communication center, and pensions. She then asked what percentage of overall budget covered the BPD. Mr. Rathbun responded that it was 12% of the total citywide budget. Council Member Carrillo then expressed interest in a detailed discussion of funds budgeted for BPD focused on the Police Reformation Movement. Mayor Renner responded. City Manager Gleason responded that Council could discuss the BPD's budget in more detail, if desired. She then requested the presentation be made at the upcoming Committee of the Whole meeting. Mayor Renner reminded her that Council could discuss budget questions at any point and that it did not require a special presentation.

Council Member Boelen noted that departments had begun preparing budgets back in August and did not believe there was adequate time to discuss major adjustments. She suggested a discussion after the current budget cycle.

Council Member Mathy agreed with Council Member Boelen. He believed a substantial discussion was needed, but did not think time allowed for the present budget.

Council Member Bray mentioned having attended a Public Safety and Community Relations Board (PSCRB) public hearing centered on such a discussion. She explained that the PSCRB had determined that no reduction in budget was necessary; therefore, she did not believe additional conversation was needed.

Council Member Mwilambwe agreed that a BPD budget reduction could not be determined under the present time frame. He stressed the importance of understanding the

ramifications of significant policy and budget decisions.

Council Member Carrillo reiterated her statements and specified that any Council Member could have proposed a BPD budget discussion.

Mayor Renner stated that he would be inclined to veto any major change in budget that was not clear and concise.

Council Member Emig provided clarity on the two questions being discussed. She proposed an Initiative for a more in-depth conversation be brought in the next fiscal year.

Council Member Ward agreed with Council Member Emig, and requested that the discussion on BPD policy appear on an agenda as soon as possible.

Council Member Painter agreed that a comprehensive discussion was necessary, but believed it was too late to discuss a change in the current budget being considered. She expressed that her constituents wanted increased police presence.

Council Member Boelen suggested that mental health programs be discussed before police defunding. She noted that based on staffing models, Bloomington should operate with 195 officers, but instead BPD only had 125. She did not support a reduction in officers.

Council Member Carrillo noted specific BPD line items that she had questions on and reiterated her interest in a deeper discussion.

Council Member Bray stated that Council Members were to be non-partisan decision makers, representative of the City as a whole.

Council Member Carrillo called a point of order and asked the relevance of Council Member Bray's comments.

Council Member Bray agreed that discussions were necessary and part of the job, but rejected the idea that discussions could only be had in public. She did not agree with comments made by Council Member Carrillo.

Council Member Ward asked if the discussion on BPD policy would be on an upcoming agenda.

City Manager Gleason responded that a BPD policy discussion could not appear on the next Committee of the Whole; however, he would make himself fully available to answer any specific budget questions. He reminded Council that he had been the Chairman of the Illinois Law Enforcement Standards Board and was very heavily involved in police reform. He stated that if a presentation was necessary in the future, he would make it.

The following item was presented:

Item 9.E. Consideration and potential action regarding Ordinance 2020-18, An Ordinance Declaring a Local Emergency Due to the COVID-19 Virus & Enacting Various Emergency Measures, as requested by the Legal Department.

No amendments were recommended at that time.

City Manager's Discussion

City Manager Gleason recognized having been in COVID-19 12-months and mentioned a Remembrance by McLean County History Museum. He then covered upcoming events in Downtown and recognized International Woman's Day. He thanked the City Clerk, Council,

and executive staff for their service. He ended by highlighting the City's new electronic bid software and new electronic Freedom of Information Act ("FOIA") software. He was excited for the community to experience them and stressed them being user friendly and efficient.

Mayor's Discussion

Mayor Renner thanked all female staff, the City Clerk, and City Administration for their service. He noted the move of the Administration Department to the Government Center.

Council Member's Discussion

No Council Member Discussion was had.

Executive Session - Cite Section

No Executive Session was had.

Adjournment

Council Member Boelen made a motion, seconded by Council Member Mwilambwe, that the meeting be adjourned.

Motion carried (viva voce).

The meeting adjourned at 8:10 p.m.

CITY OF BLOOMINGTON **ATTEST**

Tari Renner, Mayor

Amanda Mohan, Deputy City Clerk

DRAFT

CITY OF Bloomington ILLINOIS

CONSENT AGENDA ITEM NO. 8.C

FOR COUNCIL: April 12, 2021

SPONSOR: Finance Department

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and action to approve Bills and Payroll in the amount of $5,175,720.59, 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 $5,175,720.59 (Payroll total $2,552,502.19, Accounts Payable total $2,439,112.17, and Bank Transfers total $184,106.23).

COMMUNITY DEVELOPMENT IMPACT: N/A

Respectfully submitted for Council consideration.

Prepared by: Frances Watts, Support Staff V

Reviewed by:

F. Scott Rathbun, Finance Director 4/7/2021 Tara Henry, Legislative Assistant 4/7/2021

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
3/26/2021	$ 1,990,536.40	$ 561,457.99	$ 2,551,994.39
3/26/2021	$ 423.48	$ 84.32	$ 507.80
Off Cycle Adjustments		.	
		PAYROLL TOTAL	**$ 2,552,502.19**

ACCOUNTS PAYABLE (WIRES)

Date	Bank	Total
4/12/2021	AP General	$ 2,241,168.66
4/12/2021	AP JMScott	$ 6,120.00
4/12/2021	AP Comm Devel	$ 15,890.07
4/12/2021	AP IHDA	$ 1,975.00
4/12/2021	AP Library	$ 50,383.46
4/12/2021	AP MFT	$ 49,006.50
3/24/2021-4/1/2021	Out of Cycle	$ 74,568.48
3/1/2021-3/22/2021	AP Bank Transfers	$ 184,106.23
	AP TOTAL	**$ 2,623,218.40**

PCARDS

Date Range

PCARD TOTAL

GRAND TOTAL

Respectfully,

F. Scott Rathbun
Director of Financ

CITY OF Bloomington ILLINOIS

CONSENT AGENDA ITEM NO. 8.D

FOR COUNCIL: April 12, 2021

SPONSOR: Administration Department

WARD IMPACTED: City-Wide Impact

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

RECOMMENDED MOTION:
The proposed Appointments and Reappointments be approved.

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

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

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

Bloomington Housing Authority: Ina Perkins to the Bloomington Housing Authority. Ina is being appointed for a five-year term, effective 5-1-21 with an expiration date of 4-30-26. Application is on file in the Administration Office.

Citizens' Beautification Committee: Sara Kemp to the Citizens' Beautification Committee. Sara is being reappointed for a three-year term, effective 5-1-21 with an expiration date of 4-30-24. Application is on file in the Administration Office.

Cultural Commission: Julia Cozad-Callighan to the Cultural Commission. Julia is being reappointed for a three-year term, effective 5-1-21 with an expiration date of 4-30-24. Application is on file in the Administration Office.

Melissa Libert to the Cultural Commission. Melissa is being reappointed for a three-year term, effective 5-1-21 with an expiration date of 4-30-24. Application is on file in the Administration Office.

Ryan McCracken to the Cultural Commission. Ryan is being reappointed for a three-year term, effective 5-1-21 with an expiration date of 4-30-24. Application is on file in the Administration Office.

Historic Preservation Commission: Dawn Peters to the Historic Preservation Commission. Dawn is being reappointed for a three-year term, effective 5-1-21 with an expiration date of 4-30-24. Application is on file in the Administration Office.

Library Board of Trustees: Dianne Hollister to the Library Board of Trustees. Dianne is being

reappointed for a three-year term, effective 5-1-21 with an expiration date of 4-30-24. Application is on file in the Administration Office.

Susan Mohr to the Library Board of Trustees. Susan is being reappointed for a three-year term, effective 5-1-21 with an expiration date of 4-30-24. Application is on file in the Administration Office.

Matthew Watchinski to the Library Board of Trustees. Matthew is being reappointed for a three-year term, effective 5-1-21 with an expiration date of 4-30-24. Application is on file in the Administration Office.

Planning Commission: Tyson Mohr to the Planning Commission. Tyson is being reappointed for a three-year term, effective 5-1-21 with an expiration date of 4-30-24. Application is on file in the Administration Office.

Benjamin Muncy to the Planning Commission. Benjamin is being appointed for a three-year term, effective 5-1-21 with an expiration date of 4-30-24. Application is on file in the Administration Office.

Public Safety and Community Relations Board: William Bennett to the Public Safety and Community Relations Board. William is being reappointed for a three-year term, effective 5-1-21 with an expiration date of 4-30-24. Application is on file in the Administration Office.

Surena Fish to the Public Safety and Community Relations Board. Surena is being reappointed for a three-year term, effective 5-1-21 with an expiration date of 4-30-24. 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 4/7/2021 Tara Henry, Legislative Assistant 4/7/2021

Recommended by:



Tim Gleason, City Manager

Attachments:

- ADM 4B Housing Authority Roster
- ADM 4C Citizens Beautification Roster
- ADM 4D Cultural Commission Roster
- ADM 4E Historic Preservation Commission Roster
- ADM 4F Library Board Roster
- ADM 4G Planning Commission Roster
- ADM 4H PSCRB Roster

Housing Authority Board

Mayor Appointed	Staff/Chair	First Name	Last Name	Expiration	Appointment Date	Year Ap
x	Vice Chariman	Arthur	Haynes	04/30/24	04/22/19	201
x	Chair	Terrence	Koch	04/30/25	04/27/20	200
x		Torea	Phillips	04/30/25	02/08/21	202
x		Memuna	Lee	04/30/21	05/23/16	201
x		Betty	Middleton	04/30/22	08/12/19	201

Citizens Beautification Committee

Mayor Appointed	Staff/Chair	First Name	Last Name	Expiration	Year First Appt	Re/Appointment Date
x		Sara	Kemp	04/30/21	2018	05/14/18
x	Chair	Robin	VanDermay	04/30/23	2014	04/30/20
x		Becky	Altic	04/30/23	2020	09/28/20
x		Daniel	Freburg	04/30/22	2018	04/22/19
x		Brett	Litwiller	04/30/21	2018	05/14/18
x		Michelle	Grasher	04/30/22	2019	09/09/19
x		Adriane	Powell	04/30/22	2018	04/22/19
x		Erica	Larkin	04/30/23	2013	04/30/20
x		William	Gudeman	04/30/21	2018	04/23/18
x		Cody	Hendricks	04/30/21	2020	04/13/20
x		Eric	Hansen	04/30/22	2020	04/13/20
		Kelsey	Harms	04/30/22	2020	07/13/20

Cultural Commission

Mayor Appointed	Staff/Chair	First Name	Last Name	Expiration	Year First Appt	Appointment
x		Angelique	Racki	04/30/23	2016	03/27/17
x		Kellie	Williams	04/30/22	2016	04/22/19
x	Chair	Melissa	Libert	04/30/21	2018	12/17/18
x		Mark	Halx	04/30/22	2018	04/22/19
x		Ronald	Crick	04/30/22	2017	04/22/19
x		Julia	Cozad-Callighan	04/30/21	2018	03/26/18
x		Jeffrey	Pitzer	04/30/22	2019	08/12/19
x		Meryl	Brown	04/30/23	2018	08/27/18
x		Ryan	McCracken	04/30/21	2019	9/9/2019
x		Christine	Sipula	04/30/23	2020	8/10/2020
		Shweta	Shukla	04/30/22	2020	01/11/21

Historic Preservation Commission

Mayor Appointed	Staff/Chair	First Name	Last Name	Expiration	Year First Appt	Re/Appointment D
x		Dawn	Peters	04/30/21	2020	11/23/20
x		Robert	Castillo	04/30/23	2020	05/26/20
x		Georgene	Chissell	04/30/23	2017	04/27/20
x						
x	Architect	Paul	Scharnett	04/30/23	2017	04/27/20
x		Sherry	Graehling	04/30/22	2012	04/22/19
x		Greg	Koos	04/30/22	2020	10/26/20

Library Board of Trustees

Mayor Appointed	Staff/Chair	First Name	Last Name	Expiration	Year First Appt	Re/Appointment Date
x		John	Argenziano	04/30/23	2018	6/25/18
x	Treasurer	Alicia	Whitworth	04/30/23	2016	3/27/17
x	Secretary	Van	Miller	04/30/22	2015	4/22/19
x		Dianne	Hollister	04/30/21	2017	4/23/18
x		Matthew	Watchinski	04/30/21	2018	4/23/18
x	President	Julian	Westerhout	04/30/22	2015	4/22/19
x		Catrina	Parker	04/30/23	2018	12/17/18
x	Vice President	Susan	Mohr	04/30/21	2017	4/23/18
x		Alicia	Henry	04/30/22	2016	4/22/19

Planning Commission

Mayor Appointed	Quadrant	First Name	Last Name	Expiration	Year First Appt	Appointment Date
x		Brady	Sant Amour	04/30/22	2021	02/22/21
x	Southeast	Megan	McCann	04/30/21	2018	03/12/18
x	Southeast	David	Stanczak	04/30/22	2012	04/22/19
x	Southeast	Thomas	Krieger	04/30/23	2017	04/27/20
Chair - x	Southeast	Megan	Headean	04/30/21	2015	04/23/18
x	Northeast	Mark	Muehleck	04/30/23	2017	04/27/20
x	Southwest	Justin	Boyd	04/30/22	2016	04/22/19
x		Sheila	Montney	04/30/23	2020	08/10/20
x		John	Danenberger	04/30/23	2020	04/27/20
Vice Chair - x	Northeast	Tyson	Mohr	04/30/21	2018	04/09/18

Public Safety and Community Relations Board

Mayor Appointed	Staff/Chair	First Name	Last Name	Expiration	Year First Appt	ntment Date
x		William	Bennett	04/30/21	2017	04/23/18
x	Chair	Robert	Bosquez	04/30/23	2017	04/27/20
x		Surena	Fish	04/30/21	2017	04/23/18
x		Ashley	Farmer	04/30/23	2021	02/22/21
x		Arthur	Taylor	04/30/22	2017	04/22/19
x		Jeffery	Woodard	04/30/22	2017	04/22/19
x		Brigitte	Black	04/30/23	2020	08/10/20

CONSENT AGENDA ITEM NO. 8.E

FOR COUNCIL: April 12, 2021

SPONSOR: Public Works Department

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and action to approve Funding for the FY 2022 Stabilization Installation Work for the Lake Bloomington Shoreline Stabilization Project through the Watershed Conservation Intergovernmental Agreement between the City of Bloomington, McLean County, the Town of Normal, and the McLean County Soil and Water Conservation District, in the amount of $212,869, as requested by the Public Works Department.

RECOMMENDED MOTION:
The proposed Funding 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 1e. Partnering with others for the most cost-effective service delivery

BACKGROUND: Public Works is recommending the approval for Funding in the amount of $212,869, for materials, construction, installation, site prep, and project management services from McLean County Soil and Water Conservation District (SWCD) for the Lake Bloomington shoreline stabilization project. This project is part of an intergovernmental agreement between the City of Bloomington, Town of Normal, County of McLean, and McLean County SWCD, approved by Council on July 23, 2018.

The proposed project will stabilize approximately 2,200 feet of shoreline. The project was competitively bid and will be administered by the McLean County SWCD Conservation Office utilizing the Water Conservationist. The City funds the majority of that position through our Intergovernmental Agreement with McLean County, Town of Normal, and the SWCD Office.



This project will utilize a proven mitigation effort (shoreline protection) that is part of the Illinois Environmental Protection Agency's strategy to reduce phosphorus in drinking water reservoirs. The project will diminish the problems of sedimentation and nutrients that have been determined to impair water quality in the reservoir. This project is a continuation of several years of shoreline stabilization projects that the City has successfully completed.

This shoreline stabilization project will result in the following load reductions in Lake Bloomington per year:

Nutrient	Reduction Achieved
Sediment	153 tons per year
Nitrogen	108 pounds per year
Phosphorus	80 pounds per year

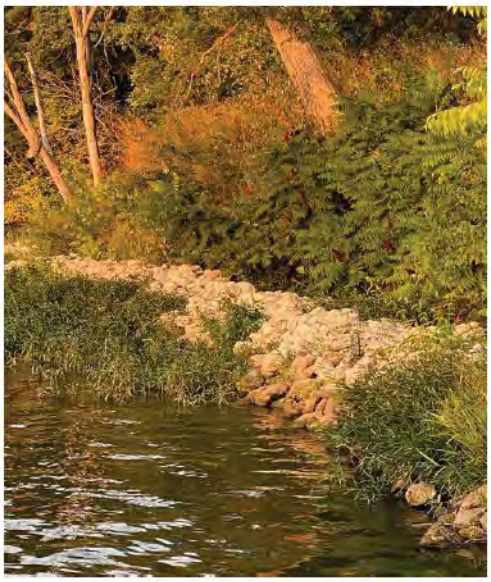
Completed Shoreline Erosion Projects and Reductions Achieved

Lake Name	Bank Length (ft)	Sediment Load (tons/yr)	Nitrogen Load (lbs/yr)	Phosphorus Load (lbs/yr)
Lake Bloomington	4,500	241	171	125
Evergreen Lake	9,900	990	792	515
Total	**14,400**	**1,231**	**963**	**640**

Remaining Shoreline Erosion to be Stabilized and Reductions to be Achieved After FY22

Lake Name	Bank Length (ft)	Sediment Load (tons/yr)	Nitrogen Load (lbs/yr)	Phosphorus Load (lbs/yr)
Lake Bloomington	91,000	437	308	227
Evergreen Lake	108,156	878	702	456
Total	**199,156**	**1,315**	**1,010**	**683**

The City of Bloomington has identified bank erosion with the highest erosion rates and prioritizes these areas to be stabilized first, which explains why the future reductions amounts are lower as the City stabilizes the more volatile shorelines first.



The shoreline stabilization in both reservoirs is a continuation of many years of work on improving the quality of the City's drinking water reservoirs. Starting in 2003, the Illinois Environmental Protection Agency conducted a Source Water Assessment and Total Maximum Daily Load (TMDL) analysis of the Evergreen Lake reservoir. The same report was generated for Lake Bloomington in 2008. A TMDL is the greatest amount of a given contaminant that a reservoir can receive without violating water quality standards and designated uses.

The water quality of both reservoirs is impaired by phosphorus, which can stimulate the growth of algae within the reservoirs, eventually resulting in low dissolved oxygen levels and the proliferation of nuisance organisms. Phosphorus can come from many sources, but one known source is completely natural in that phosphorus can be released into the reservoir from soil that has eroded from the shoreline. To minimize the phosphorus load into the reservoir, shoreline erosion must be reduced. Shoreline stabilization is specified as a mitigation technique in our watershed management plans. In addition to lowering the amount of phosphorus entering the reservoirs, the project will also reduce the sediment load to the reservoirs.

The watershed plan and TMDL report for Evergreen Lake can be found at:
http://mcleancountyswcd.com/lake-evergreen-plans/
http://www.epa.state.il.us/water/tmdl/report/evergreen/approved-report.pdf

The watershed plan and TMDL report for Lake Bloomington can be found at:
http://mcleancountyswcd.com/lake-bloomington-plans/
http://www.epa.state.il.us/water/tmdl/report/bloomington/lake-bloomington.pdf

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 project will benefit water quality in Lake Bloomington and continues the efforts of previous projects.

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: McLean County Soil and Water Conservation District

FINANCIAL IMPACT: If approved, $212,869 will be paid for this project with $12,000 paid out of Lake Maintenance-Architectural & Design for Capital account (50100140-70051) and $200,869 from Lake Maintenance-Other Capital Improvement account (50100140-72620). Public Works has $200,000 budgeted for construction and $25,000 budgeted for design and inspection. Combined, there is enough budgeted to cover the entire cost of design and construction. Stakeholders can locate this in the FY 2022 Proposed Budget Book titled "Other Funds & Capital Improvement" on pages 88, 89, 169, 216, 245 and 246

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: Joe Darter, Property Manager

Reviewed by:

Kevin Kothe, Director of Public Works 3/31/2021

Carla Murillo, Procurement Manager 4/5/2021

Chris Tomerlin, Budget Manager 4/5/2021

Jeffrey R. Jurgens, Corporation Counsel 4/6/2021

Tara Henry, Legislative Assistant 4/7/2021

Recommended by:

Tim Gleason, City Manager

Attachments:

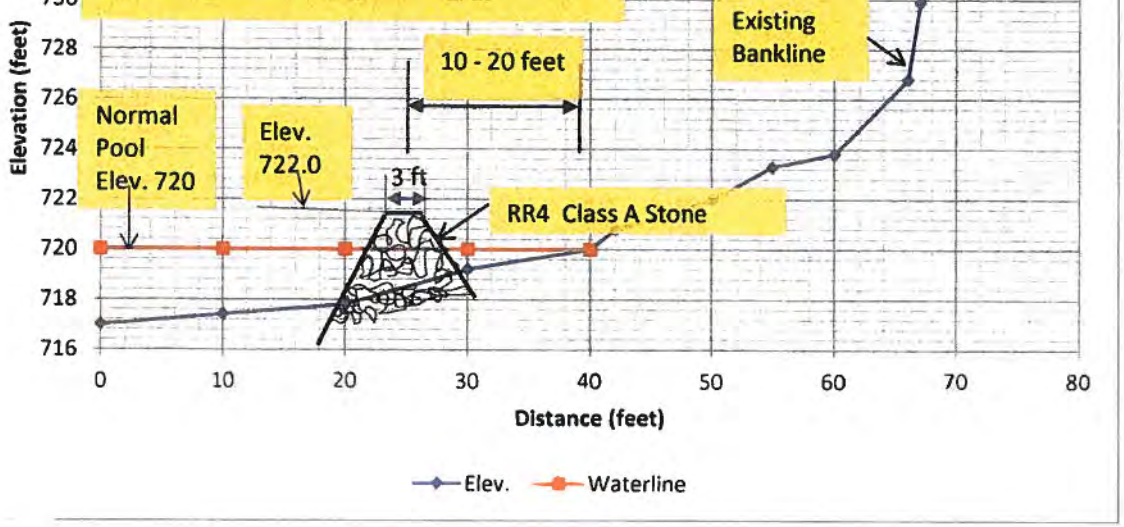
- PW 13B Quote_Lake Bloomington Shoreline Stabilization 04122021
- PW 13C Project Design_Lake Bloomington Shoreline Stabilization 04122021
- PW 13D Project Map_Lake Bloomington Shoreline Stabilization 04122021
- PW 13E Previous Projects_Lake Bloomington Shoreline Stabilization 04122021
- PW 13F Intergovernmental Agreement_Lake Bloomington Shoreline Stabilization 04122021

3/22/2021

Construction Supervision (Site investigation, Survey, Design, Staking, Construction Oversight, etc.)	$12,000.00
Construction	
Installation (private contractor)	$96,558.00
Materials (McLean Co SWCD & Highway Dept.)	$101,811.00
Mobilization	$2,500.00
Overall Project Management by McLean Co. SWCD	$0.00
Total	**$212,869.00**

Approved by City Manager, Tim Gleason: _____

Date: _____


Elevation (feet)
728
726
724
722
720
718
716
0
10
20
30
40
50
60
70
80
Distance (feet)
10 - 20 feet
Existing
Bankline
Normal
Pool
Elev. 720
Elev.
722.0
3 ft
RR4 Class A Stone
Elev.
Waterline

3/23/2021

Proposed Lake Bloomington Shoreline Stabilization Project



N
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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 0.125 0.25
mi

McGIS

8/25/2020

Completed Evergreen Lake Shoreline Stabilization Projects



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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 1,300 2,600
ft

McGIS

8/25/2020

Completed Lake Bloomington Shoreline Stabilization Projects



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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.

0 650 1,300 ft

McGIS

8/26/2020

Completed Evergreen Lake Streambank Stabilization Projects



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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 0.125 0.25
mi

McGIS

3/23/2021

In-Progress Lake Bloomington Shoreline Stabilization Project



N
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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 0.05 0.1
mi

McGIS

The purpose of this agreement is to establish a framework for the continuing administration and implementation of the McLean County Watersheds Management Program, hereafter referred to as the "Program" prepared by the District, and include 1) maintenance and improvement of Lake Bloomington and Evergreen Lake water quality through implementation of the watershed management plans; 2) assistance to the City, Town and County in obtaining grant funding for watershed management projects; and 3) facilitate the review, updates and modifications of the watershed plans.

B. Period of Agreement:
The period of this agreement commences October 1, 2018 and ends October 1, 2021.

C. Payment:
The City, Town and County shall pay the District the following amounts for services:

a. The first year of the agreement (2018) payments of $70,000 shall be made by the City, $10,000 by the Town and $10,000 by the County, by the first (1st) week of October, pending the receipt of invoices from the District by the 20th day of the preceding month.

b. The second (2nd) year of the agreement (2019), payments of $70,000 shall be made by the City, $10,000 by the Town and $10,000 by the County by the first (1st) week of October, pending the receipt of invoices from the District by the 20th day of the preceding month.

c. The third (3rd) year of the agreement (2020), payments of $70,000 shall be made by the City, $10,000 by the Town and $10,000 by the County by the first (1st) week of October, pending the receipt of invoices from the District by the 20th day of the preceding month.

D. Description of Services:
The District shall:

- Promote agricultural and conservation practices in the Lake Bloomington and Evergreen Lake watersheds via newsletters, news releases, social media, field days and demonstration sites.
- Work closely with producers in the Lake Bloomington and Evergreen Lake watersheds to continue nutrient management and conservation practices.
- Promote Best Management Practices (BMP) such as waterways, filter strips, nutrient management, conservation tillage, stream bank stabilization, wetlands and cover crops, through available federal and state cost share programs to producers in the Lake Bloomington and Evergreen Lake watersheds.

Plans.

- Work with Illinois State University to continue the valuable partnership between students, researchers, faculty to continue to improve water quality.
- Serve as liaison between all parties with lake shoreline and streambank stabilization projects. Work closely with consultant, contractors and Army Corp of Engineers to ensure successful implementation of projects and grants.

E. Indemnification and Hold Harmless:
The District shall save and hold the City, Town and County, (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 to 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 under this agreement, for any costs, expenses, judgments, and attorney's fee paid or incurred or paid for on behalf of the City, Town and/or County, and/or its agents and employees, by insurance provided by the aforementioned government bodies.

F. Additional Agreements:
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 District and individual units of government for additional services.

City of Bloomington	Date
[redacted]	7/24/18
Town of Normal	Date
[redacted]	8/21/18
County of McLean	Date
[redacted]	8/20/18
McLean County Soil and Water Conservation District	Date

students, researchers, faculty to continue to improve water quality.

- Serve as liaison between all parties with lake shoreline and streambank stabilization projects. Work closely with consultant, contractors, and Army Corp of Engineers to ensure successful implementation of projects and grants.

E. **Indemnification and Hold Harmless:**
The District shall save and hold the City, Town and County, (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 to 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 under this agreement, for any costs, expenses, judgments, and attorney's fee paid or incurred or paid for on behalf of the City, Town and/or County, and/or its agents and employees, by insurance provided by the aforementioned government bodies.

F. **Additional Agreements:**
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 District and individual units of government for additional services.

Tari Renner, Mayor, City of Bloomington — July 24, 2018
Date

Attest Signature

Town of Normal — Date

County of McLean — Date

McLean County Soil and Water Conservation District — Date

CITY OF Bloomington ILLINOIS

CONSENT AGENDA ITEM NO. 8.F

FOR COUNCIL: April 12, 2021

SPONSOR: Public Works Department

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and action to approve a Contract with Tanner Industries, Inc., for Anhydrous Ammonia (Bid #2021-21), in the amount of $1,600 per ton, 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 three-year Contract with Tanner Industries, Inc., for Anhydrous Ammonia (Bid #2021-21), in the amount of $1,600 per ton. The contract is an alternate bid for a three-year term, and the price will remain the same for all three years. The base bid was a one-year term, which Tanner Industries quoted at $1,640 per ton.

Term of Agreement	Cost per Ton Delivered	Percent Increase/Decrease
May 1, 2021 - April 30, 2022	$1,600.00	No Change*
May 1, 2022 - April 30, 2023	$1,600.00	No Change
May 1, 2023 - April 30, 2024	$1,600.00	No Change

*Compared to current contract ($1,600 per ton delivered)

Ammonia is added to water already containing chlorine to form a class of compounds known as chloramine. Chloramine acts as a disinfectant, just like chlorine, but is more stable in the water delivered to customers for a longer period of time than chlorine alone.

The Public Works Department prepared the Anhydrous Ammonia bid package and advertised the project for competitive bids. Bids for this contract were received until 1:00 PM Tuesday, February 2, 2021, in the Office of the City Clerk. Staff received one (1) bid and opened them at 1:30 PM Day, February 2, 2021, in the Office of the City Clerk and the results are as follows:

Bidder	Bid Amount per Ton Delivered (Bid #2021-21)
Tanner Industries, Inc. (Base)	$1,640.00 (Year 1)
Tanner Industries, Inc. (Alternate)	**$1,600.00 (Year 1)**

	$1,600.00 (Year 2) **$1,600.00 (Year 3)**

Public Works did not receive any other complete bids.

Entering into a three-year agreement helps lock in the chemical price, ensures chemical expenses are included in future budgets, and enables the Department to obtain the necessary treatment chemical for the next three years. Therefore, the Department is confident that, by entering into a three-year agreement with Tanner Industries, the best interests of the City will be protected. The full bid packet will be attached to the final contract when executed.

City staff is aware of heightened concerns regarding the current COVID-19 pandemic. However, this expenditure is necessary, because water chemicals are necessary to treat and distribute water.

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: Public notice of this bid was published in *The Pantagraph* on January 13, 2021, and posted to the City's website.

FINANCIAL IMPACT: If approved, approximately $40,000 will be allocated to cover FY 2022 (May 1, 2021 through April 30, 2022). Stakeholders can locate this in the FY 2022 Proposed Budget Book titled "Other Funds & Capital Improvement" on page 87.

Public Works Staff in the Water Purification Division will budget accordingly for each fiscal year of the agreement.

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: Kevin Whitehouse, Superintedent of Water Purification

Reviewed by:

Kevin Kothe, Director of Public Works 3/31/2021

Carla Murillo, Procurement Manager 4/6/2021

Chris Tomerlin, Budget Manager 4/6/2021

Jeffrey R. Jurgens, Corporation Counsel 4/7/2021

Tara Henry, Legislative Assistant 4/7/2021

Recommended by:

Tim Gleason, City Manager

Attachments:

- PW 1B Contract_FY22-FY24 Anhydrous Ammonia Contract 04122021
- PW 1C Bid Submission FY22-FY24 Anhydrous Ammonia Contract 04122021
- PW 1D Bid Tabulation_FY22-FY24 Anhydrous Ammonia Contract 04122021

CITY OF BLOOMINGTON
CONTRACT WITH
Tanner Industries Inc.
FOR
Anhydrous Ammonia

THIS AGREEMENT, dated this 12th day of April, 2021, is between the City of Bloomington (hereinafter "CITY") and Tanner Industries 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. This work was subject to the following procurement initiative by the CITY:
Bid #2021-21 Water Chemicals (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: Deliver Anhydrous Ammonia to the Bloomington Water Treatment Plant on an as needed basis. This agreement is from May 1, 2021 through April 30, 2024 with pricing for each year specified in the procurement document.

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

Tanner Industries Inc.

By: _____

Its_____

By: _____

Its_____

ANHYDROUS AMMONIA

Bid shall be submitted for Anhydrous Ammonia stating grade of material to be supplied.
* Please see attached spec sheet
Approximate usage - 40,000 to 70,000 lbs.

Bidder shall supply the City with Anhydrous Ammonia delivered and unloaded into a receiving tanks at the Water Treatment Plant at Lake Bloomington. There are two leased tanks with a total capacity of the tanks at 7280 lbs. (One tank is 1000 gal. and the other is 750 gal.) * Please see attached existing tank leases

Bidder shall provide manufacturer approved training on the hazards, handling and storage of the product. Bidder shall provide cost estimates for installation of new tanks and lease details for their tanks.

BASE BID: Term will be from May 1, 2021 through April 30, 2022

Price Bid per 2,000 lbs. $.82/LB for 2,000 lb. Shipment

Freight per 2,000 lbs. N/A - Included in price

TOTAL COST DELIVERED/TON $1,640.00 FOR 2,000 LB. SHIPMENT

ALTERNATE BID FOR 3-YEAR TERM May 1, 2021 – April 30, 2024

Year 1: TOTAL COST DELIVERED/TON $.80/LB FOR 2,000 LB. SHIPMENT

Year 2: TOTAL COST DELIVERED/TON $.80/LB FOR 2,000 LB. SHIPMENT

Year 3: TOTAL COST DELIVERED/TON $.80/LB FOR 2,000 LB. SHIPMENT

TOTAL COST FOR 3-YEAR TERM $1,640.00 Delivered/Ton for 2,000 LB Shipment

Tanner Industries, Inc.
Firm

[redacted]
Authorized Signature

735 Davisville Road
Address

Southampton PA 18966
City State Zip

(215) 322-1238
Phone Number

1/19/21
Date

Email Address: sales@tannerind.com

Joe Darter

From: MattTanner@tannerind.com
Sent: Tuesday, March 16, 2021 8:14 AM
To: Joe Darter
Subject: Bid 2021-21 Water Chemicals (Tanner Industries, Inc.)

Good Morning Joe,

This email is to confirm that the Tanner Industries, Inc. bid price for Anhydrous Ammonia Total Cost for 3 year-term should be written as $1,600.00 delivered per ton for a 2,000 pound shipment, and not $1,640.00 delivered as originally written. If you have any questions or need anything else from us, please let me know. Have a great day!

Regards,

Matt Tanner
Sales Administrator
Tanner Industries, Inc.
P: 215-322-1238 ext 2440
F: 215-322-7791
E: MattTanner@tannerind.com
https://gcc02.safelinks.protection.outlook.com/?url=http%3A%2F%2Fwww.tannerind.com%2F&data=04%7C01%7Cjdarter%40cityblm.org%7C7b2ec99449d842332cf908d8e87d7701%7Ca2b6434580fe43069dcad3e1dd9a7d34%7C1%7C1%7C637514972879165312%7CUnknown%7CTWFpbGZsb3d8eyJWIjoiMC4wLjAwMDAiLCJQIjoiV2luMzIiLCJBTiI6Ik1haWwiLCJXVCI6Mn0%3D%7C1000&sdata=M%2BZe8fa4g4iYhJ%2FBGpWzN9G1FU1j%2F2Xs9uCo15K7Mvo%3D&reserved=0

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

BID #2021-21
Water Chemicals

TIME: 1:30 p.m.

Anhydrous Ammonia Base Bid Total Cost	Anhydrous Ammonia Alternate 3 Yr Term Total	Carbon Dioxide Base Bid Total Cost	Carbon Dioxide Alternate Extended Term Total	Ferric Sulphate Base Bid Total Cost	Ferric Sulphate Alternate Extended Term Total	Liquid Chlorine Base Bid Total Cost	Liquid Chlorine Alternate 3 Yr Term Bid Total	Sodium Hexa Meta Phosphate Base Bid Total Cost	Sodium Hexa Meta Phosphate Alternate Extended Term Total
1,640.00	1,640.00	—	—	—	—	—	—	—	—
—	—	—	—	—	—	—	—	2,121.00	21,200.00
—	—	—	—	—	—	—	—	1,900.00	57,400.00
—	—	—	—	—	—	442.80	102,735.00	—	—
—	—	—	—	294.00	—	—	—	—	—
—	—	—	—	249.00	153,800.00	—	—	—	—
—	—	—	—	—	—	514.50	—	—	—

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

BID #2021-21
Water Chemicals

TIME: 1:30 p.m.

Anhydrous Ammonia Base Bid Total Cost	Anhydrous Ammonia Alternate 3 Yr Term Total	Carbon Dioxide Base Bid Total Cost	Carbon Dioxide Alternate Extended Term Total	Ferric Sulphate Base Bid Total Cost	Ferric Sulphate Alternate Extended Term Total	Liquid Chlorine Base Bid Total Cost	Liquid Chlorine Alternate 3 Yr Term Bid Total	Sodium Hexa Meta Phosphate Base Bid Total Cost	Sodium Hexa Meta Phosphate Alternate Extended Term Total
NO	BID								
—	—	—	—	—	—	664.00	—	1.73/ton	—
—	—	—	—	—	—	720.00	720.00 per each 2,000lb shipment	—	—
	NO	BID							
	NO	BID							
—	—	88.52/ton	varies - see above	—	—	—	—	—	—

CITY OF Bloomington ILLINOIS

CONSENT AGENDA ITEM NO. 8.G

FOR COUNCIL: April 12, 2021

SPONSOR: Public Works Department

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and action to approve a Contract with Linde, Inc., for Carbon Dioxide (Bid #2021-21), in the amount of $88.52 per ton, 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 six-month Contract with Linde, Inc., for Carbon Dioxide (Bid #2021-21) in the amount of $88.52 per ton.

Term of Agreement	Cost per Ton Delivered	Percent Increase/Decrease
Nov. 1, 2021 - April 30, 2022	$88.52	-4.78%*

*Compared to current contract ($92.96 per ton delivered)

Carbon Dioxide is the compound that gives pop its fizz and is the same material used to lower the pH in water after the removal of dissolved minerals using lime (the water softening process). Lime greatly increases the pH of the water, which must be lowered to prevent the formation of scale on the filters and to make the water palatable. Carbon Dioxide, which forms a weak acid, is added to the water to accomplish this task.

The Public Works Department prepared the Carbon Dioxide bid package and advertised the project for competitive bids. Bids for this contract were received until 1:00 PM on Tuesday, February 2, 2021, in the Office of the City Clerk. Staff received one (1) bid(s) and opened it at 1:30 PM on Tuesday, February 2, 2021, in the Office of the City Clerk. The results are as follows:

Bidder	Bid Amount per Ton Delivered (Bid #2021-21)
Linde, Inc. (Base)	**$88.52 (6 months)**
Linde, Inc. (Alternate)	$88.52 (Year 1) $92.06 (Year 2) $95.74 (Year 3)

Public Works did not receive any other complete bids.

By accepting the base bid, instead of the alternate multi-year bid, the Public Works Department will be able to align this contract with our fiscal year. All future bids of this item will be aligned with the fiscal year. It will be bid and evaluated again in spring 2022. The full bid packet will be attached to the final contract when executed.

City staff is aware of heightened concerns regarding the current COVID-19 pandemic. However, this expenditure is necessary, because carbon dioxide is necessary for the treatment and distribution of water.

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: Public notice of this bid was published in *The Pantagraph* on January 13, 2021, and posted to the City's website.

FINANCIAL IMPACT: If approved, approximately $32,500 will be allocated to cover the remaining 6 months of FY 2022 (November 1, 2021 through April 30, 2022). Stakeholders can locate this in the FY 2022 Proposed Budget Book titled "Other Funds & Capital Improvement" on page 87.

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: Kevin Whitehouse, Superintedent of Water Purification

Reviewed by:

Kevin Kothe, Director of Public Works 3/31/2021

Carla Murillo, Procurement Manager 4/6/2021

Chris Tomerlin, Budget Manager 4/6/2021

Jeffrey R. Jurgens, Corporation Counsel 4/6/2021

Tara Henry, Legislative Assistant 4/7/2021

Recommended by:

Tim Gleason, City Manager

Attachments:

- PW 2B Contract_FY22 Carbon Dioxide Agreement 04122021
- PW 2C Bid Submission FY22 Carbon Dixoide Contract 04122021
- PW 2D Bid Tabulation FY22 Carbon Dioxide Contract 0412021

CITY OF BLOOMINGTON
CONTRACT WITH
Linde Inc.
FOR
Carbon Dioxide

THIS AGREEMENT, dated this 12th day of April, 2021, is between the City of Bloomington (hereinafter "CITY") and Linde 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.** This work was subject to the following procurement initiative by the CITY:
Bid #2021-21 Water Chemicals (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: Deliver carbon dioxide to the Bloomington Water Treatment Plant on an as needed basis. This agreement is from November 1, 2021 through April 30, 2022 with pricing specified in procurement documents.

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

Linde Inc.

By: _____
Its_____

By: _____
Its_____

CARBON DIOXIDE

Bid shall be submitted based on AWWA Standard Specifications for Carbon Dioxide.

Approximate usage - 500 to 750 tons per year.

Bidder shall submit a lab analysis typical of the product and impurities with this bid sheet.

Bidder shall supply the City with bulk Carbon Dioxide as required and ordered by the City. Supplier shall deliver the Carbon Dioxide by truck to the Water Treatment Plant at Lake Bloomington. Any extra explanation of shipping procedure may be noted below.

Bidder shall provide manufacturer approved training on the hazards, handling and storage of the product.

BASE BID: Term will be from November 1, 2021 through April 30, 2022

Price Bid per 2,000 lbs. $88.52/ton ($0.04426/lb) for 40,000 lb. Shipment

Freight per 2,000 lbs. n/a

TOTAL COST DELIVERED/TON $88.52/ton FOR 40,000 LB. SHIPMENT

ALTERNATE BID FOR AN EXTENDED TERM November 1, 2021 – April 30, 2024

Year 1: TOTAL COST DELIVERED/TON $88.52/ton FOR 40,000 LB. SHIPMENT

Year 2: TOTAL COST DELIVERED/TON $92.06/ton FOR 40,000 LB. SHIPMENT

Year 3: TOTAL COST DELIVERED/TON $95.74/ton FOR 40,000 LB. SHIPMENT

TOTAL COST FOR 3-YEAR TERM Total cost will vary depending on quantity purchased. Above price is firm and each renewal period must be mutually agreed upon.

Linde Inc. [redacted]

Firm Authorized Signature

7000 High Grove Blvd. Burr Ridge, IL 60527

Address City State Zip

(630) 320-1166 January 15, 2021

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

BID #2021-21
Water Chemicals

TIME: 1:30 p.m.

Anhydrous Ammonia Base Bid Total Cost	Anhydrous Ammonia Alternate 3 Yr Term Total	Carbon Dioxide Base Bid Total Cost	Carbon Dioxide Alternate Extended Term Total	Ferric Sulphate Base Bid Total Cost	Ferric Sulphate Alternate Extended Term Total	Liquid Chlorine Base Bid Total Cost	Liquid Chlorine Alternate 3 Yr Term Bid Total	Sodium Hexa Meta Phosphate Base Bid Total Cost	Sodium Hexa Meta Phosphate Alternate Extended Term Total
1,640.00	1,640.00	—	—	—	—	—	—	—	—
—	—	—	—	—	—	—	—	2,121.00	21,200.00
—	—	—	—	—	—	—	—	1,900.00	57,400.00
—	—	—	—	—	—	442.80	102,735.00	—	—
—	—	—	—	294.00	—	—	—	—	—
—	—	—	—	249.00	153,800.00	—	—	—	—
—	—	—	—	—	—	514.50	—	—	—

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

BID #2021-21
Water Chemicals

TIME: 1:30 p.m.

Anhydrous Ammonia Base Bid Total Cost	Anhydrous Ammonia Alternate 3 Yr Term Total	Carbon Dioxide Base Bid Total Cost	Carbon Dioxide Alternate Extended Term Total	Ferric Sulphate Base Bid Total Cost	Ferric Sulphate Alternate Extended Term Total	Liquid Chlorine Base Bid Total Cost	Liquid Chlorine Alternate 3 Yr Term Bid Total	Sodium Hexa Meta Phosphate Base Bid Total Cost	Sodium Hexa Meta Phosphate Alternate Extended Term Total
NO	BID								
—	—	—	—	—	—	664.00	—	1.73/ton	—
—	—	—	—	—	—	720.00	720.00 per each 2,000lb shipment	—	—
	NO	BID							
	NO	BID							
—	—	88.52/ton	varies - see above	—	—	—	—	—	—

CITY OF Bloomington ILLINOIS

CONSENT AGENDA ITEM NO. 8.H

FOR COUNCIL: April 12, 2021

SPONSOR: Public Works Department

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and action to approve a Contract with Kemira Water Solutions, Inc., for Ferric Sulphate (Bid #2021-21), in the amount of $249.00 per ton, 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 seven-month Contract with Kemira Water Solutions, Inc., for Ferric Sulphate (Bid #2021-21), in the amount of $249.00 per ton.

Term of Agreement	Cost per Ton Delivered	Percent Increase/Decrease
Oct 1, 2021 - April 30, 2022	$249.00	-0.12%*

*Compared to current contract ($249.31 per ton delivered)

Ferric Sulphate is a compound used to increase the removal of suspended materials, such as small soil particles, that are suspended in the water. Small, suspended particles clump together to settle quicker in the water treatment plant.

The Public Works Department prepared the Ferric Sulphate bid package and advertised the project for competitive bids. Bids for this contract were received until 1:00 PM on Tuesday, February 2, 2021, in the Office of the City Clerk. Staff received two (2) bids and opened them at 1:30 PM on Tuesday, February 2, 2021, in the Office of the City Clerk, and the results are as follows:

Bidder	Bid Amount per Ton Delivered (Bid #2021-21)
Kemira Water Solutions, Inc. (Base)	**$249.00 (7 months)**
Kemira Water Solutions, Inc. (Alternate)	$249.00 (Year 1) $256.00 (Year 2) $264.00 (Year 3)
Chemtrade Chemicals US, LLC (Base)	$294.00 (6 month)
Chemtrade Chemicals US, LLC (Alternate)	No Alternate Bid Submitted

Public Works did not receive any other complete bids.

By accepting the base bid, instead of the alternate multi-year bid, the Public Works Department will be able to align this contract with our fiscal year. All future bids of this item will be aligned with the fiscal year. It will be bid and evaluated again in spring 2022. The full bid packet will be attached to the final contract when executed.

City staff is aware of heightened concerns regarding the current COVID-19 pandemic. However, this expenditure is necessary, because Ferric Sulphate is necessary in the treatment and distribution of water.

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: Public notice of this bid was published in *The Pantagraph* on January 13, 2021, and posted to the City's website.

FINANCIAL IMPACT: If approved, approximately $13,000 will be allocated to cover the remaining 7 months of FY 2022 (October 1, 2021 through April 30, 2022). Stakeholders can locate this in the FY 2022 Proposed Budget Book titled "Other Funds & Capital Improvement" on page 87.

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: Kevin Whitehouse, Superintedent of Water Purification

Reviewed by:

Kevin Kothe, Director of Public Works 3/31/2021

Carla Murillo, Procurement Manager 4/5/2021

Chris Tomerlin, Budget Manager 4/6/2021

Jeffrey R. Jurgens, Corporation Counsel 4/7/2021

Tara Henry, Legislative Assistant 4/7/2021

Recommended by:

Tim Gleason, City Manager

Attachments:

- PW 3B Contract FY22 Ferric Sulphate Contract 04122021
- PW 3C Bid Submission FY22 Ferric Sulphate Contract 04122021
- PW 3D Bid Tabulation FY22 Ferric Sulphate Contract 04122021

CITY OF BLOOMINGTON
CONTRACT WITH
Kemira Water Solutions Inc.
FOR
Ferric Sulfate

THIS AGREEMENT, dated this 12th day of April, 2021, is between the City of Bloomington (hereinafter "CITY") and Kemira Water Solutions 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.** This work was subject to the following procurement initiative by the CITY:
Bid #2021-21 Water Chemicals (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: Deliver ferric sulfate to the Bloomington Water Treatment Plant on an as needed basis. This agreement is from October 1, 2021 through April 30, 2022 with pricing for each year specified in the procurement document.

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

Kemira Water Solutions Inc.

By: _____
Its_____

By: _____
Its_____

shall be delivered to the Water Treatment Plant at Lake Bloomington.

Bidder shall provide manufacturer approved training on the hazards, handling and storage of the product.

State the following:
Is the bid for **Solution** or for **Dry Chemical**? Solution

Percent Solids <0.1% Specific Gravity 1.51-1.58

BASE BID: Term will be from October 1, 2021 through April 30, 2022

Price Bid per 2,000 lbs. 249.00 for 48,000 lb. Shipment Kemira PIX-312

Freight per 2,000 lbs. delivered

TOTAL COST DELIVERED/TON 249.00 FOR 48,000 LB. SHIPMENT

ALTERNATE BID FOR AN EXTENDED TERM October 1, 2021 – April 30, 2024

Year 1: TOTAL COST DELIVERED/TON 249.00 FOR 48,000 LB. SHIPMENT

Year 2: TOTAL COST DELIVERED/TON 256.00 FOR 48,000 LB. SHIPMENT

Year 3: TOTAL COST DELIVERED/TON 264.00 FOR 48,000 LB. SHIPMENT

TOTAL COST FOR 3-YEAR TERM 153,800.00 based on 200 tons/year

Kemira Water Solutions, Inc. [redacted]

Firm Authorized Signature

4321 W. 6th St.
Lawrence, KS 66049

Address City State Zip

(785)842-7424 1/27/21

Phone Number Date

Email Address: Kwsna.bids@kemira.com

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

BID #2021-21
Water Chemicals

TIME: 1:30 p.m.

Anhydrous Ammonia Base Bid Total Cost	Anhydrous Ammonia Alternate 3 Yr Term Total	Carbon Dioxide Base Bid Total Cost	Carbon Dioxide Alternate Extended Term Total	Ferric Sulphate Base Bid Total Cost	Ferric Sulphate Alternate Extended Term Total	Liquid Chlorine Base Bid Total Cost	Liquid Chlorine Alternate 3 Yr Term Bid Total	Sodium Hexa Meta Phosphate Base Bid Total Cost	Sodium Hexa Meta Phosphate Alternate Extended Term Total
1,640.00	1,640.00	—	—	—	—	—	—	—	—
—	—	—	—	—	—	—	—	2,121.00	21,200.00
—	—	—	—	—	—	—	—	1,900.00	57,400.00
—	—	—	—	—	—	442.80	102,735.00	—	—
—	—	—	—	294.00	—	—	—	—	—
—	—	—	—	249.00	153,800.00	—	—	—	—
—	—	—	—	—	—	514.50	—	—	—

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

BID #2021-21
Water Chemicals

TIME: 1:30 p.m.

Anhydrous Ammonia Base Bid Total Cost	Anhydrous Ammonia Alternate 3 Yr Term Total	Carbon Dioxide Base Bid Total Cost	Carbon Dioxide Alternate Extended Term Total	Ferric Sulphate Base Bid Total Cost	Ferric Sulphate Alternate Extended Term Total	Liquid Chlorine Base Bid Total Cost	Liquid Chlorine Alternate 3 Yr Term Bid Total	Sodium Hexa Meta Phosphate Base Bid Total Cost	Sodium Hexa Meta Phosphate Alternate Extended Term Total
NO	BID								
—	—	—	—	—	—	664.00	—	1.73/ton	—
—	—	—	—	—	—	720.00	720.00 per each 2,000lb shipment	—	—
	NO	BID							
	NO	BID							
—	—	88.52/ton	varies - see above	—	—	—	—	—	—

CONSENT AGENDA ITEM NO. 8.I

FOR COUNCIL: April 12, 2021

SPONSOR: Public Works Department

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and action to approve a Contract with Alexander Chemical, for Liquid Chlorine (Bid #2021-21), in the amount of $442.80 per ton in the first year; $456.40 per ton in the second year; and $470.60 per ton in the third year, 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 three-year Contract with Alexander Chemical Corp. for Liquid Chlorine (Bid #2021-21) in the amount of $442.80 per ton in the first year; $456.40 per ton in the second year; and $470.60 per ton in the third year.

Term of Agreement	Cost per Ton Delivered	Percent Increase/Decrease
May 1, 2021 - April 30, 2022	$442.80	38.38%*
May 1, 2022 - April 30, 2023	$456.40	3.07%
May 1, 2023 - April 30, 2024	$470.60	3.11%

*Compared to current contract ($320.00 per ton delivered)

Liquid Chlorine is a compound added to provide the necessary and mandated concentration of disinfectant within the water distribution network. We are required to maintain a concentration of 0.5 mg/l to achieve this public health goal. Ammonia is added to water already containing chlorine to form a class of compounds known as chloramine. Chloramine acts as a disinfectant, just like chlorine, but is more stable in the water delivered to customers for a longer period of time than chlorine alone.

The Public Works Department prepared the Liquid Chlorine bid package and advertised the project for competitive bids. Bids for this contract were received until 1:00 PM Tuesday, February 2, 2021, in the Office of the City Clerk. Staff received four (4) bids and opened them at 1:30 PM on Tuesday, February 2, 2021, in the Office of the City Clerk and the results are as follows:

Bidder	Bid Amount per Ton

	Delivered (Bid #2021-21)
Alexander Chemical Corporation (Base)	$442.80 (Year 1)
Alexander Chemical Corporation (Alternate)	**$442.80 (Year 1)** **$456.40 (Year 2)** **$470.60 (Year 3)**
JCI Jones Chemicals, Inc. (Base)	$514.50 (Year 1)
JCI Jones Chemicals, Inc. (Alternate)	No Alternate Bid Submitted
Brenntag Mid-South, Inc. (Base)	$664.00 (Year 1)
Brenntag Mid-South, Inc. (Alternate)	No Alternate Bid Submitted
DPC Enterprises, L.P. (Base)	$720.00 (Year 1)
DPC Enterprises, L.P. (Alternate)	$720.00 (Year 1) $720.00 (Year 2) $720.00 (Year 3)

Public Works did not receive any other complete bids.

The current contract that expires April 30, 2021, has a locked in price of $320.00 per ton delivered, from September 15, 2017. All suppliers' prices have increased similarly, as represented in the other bids received. Entering into a three-year agreement helps lock in the chemical price, ensures chemical expenses are included in future budgets, and enables the Department to obtain the necessary treatment chemical for the next three years. Therefore, the Department is confident that, by entering into a three-year agreement with Alexander Chemical Corporation, the best interests of the City will be protected. The full bid packet will be attached to the final contract when executed.

City staff is aware of heightened concerns regarding the current COVID-19 pandemic. However, this expenditure is necessary, because Liquid Chlorine is necessary for the treatment and distribution of water.

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: Public notice of this bid was published in *The Pantagraph* on January 13, 2021, and posted to the City's website.

FINANCIAL IMPACT: If approved, approximately $44,700 will be allocated to cover FY 2022 (May 1, 2021 through April 30, 2022). Stakeholders can locate this in the FY 2022 Proposed Budget Book titled "Other Funds & Capital Improvement" on page 87.

Public Works Staff in the Water Purification Division will budget accordingly for each Fiscal Year.

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: Kevin Whitehouse, Superintedent of Water Purification

Reviewed by:

Kevin Kothe, Director of Public Works 3/31/2021

Carla Murillo, Procurement Manager 4/6/2021

Chris Tomerlin, Budget Manager 4/6/2021

Jeffrey R. Jurgens, Corporation Counsel 4/7/2021

Tara Henry, Legislative Assistant 4/7/2021

Recommended by:

Tim Gleason, City Manager

Attachments:

- PW 4B Contract FY22-FY24 Liquid Chlorine Contract 04122021
- PW 4C Bid Submission FY22-FY24 Liquid Chlorine Contract 04122021
- PW 4D Bid Tabulation FY22-FY24 Liquid Chlorine Contract 04122021

CITY OF BLOOMINGTON
CONTRACT WITH
Alexander Chemical Corporation
FOR
Liquid Chlorine

THIS AGREEMENT, dated this 12th day of April, 2021, is between the City of Bloomington (hereinafter "CITY") and Alexander Chemical Corporation (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 #2021-21 Water Chemicals (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: Deliver liquid chlorine to the Bloomington Water Treatment Plant on an as needed basis. This agreement is from May 1, 2021 through April 30, 2024 with pricing for each year specified in the procurement document.

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

Alexander Chemical Corporation

By: _____

Its_____

By: _____

Its_____

LIQUID CHLORINE

Bid shall be submitted based on AWWA Standard Specifications for Liquid Chlorine.

Approximate usage - 150,000 lbs.

Bid shall be based on delivery of six (6) to twelve (12) one (1) ton containers per shipment. Specify any other delivery. Bidder shall supply the City with Liquid Chlorine in one (1) ton containers as required and ordered by the City. Supplier shall deliver the Liquid Chlorine to the Water Treatment Plant at Lake Bloomington and shall pick up the empty containers at that point.

State container deposit: None

List demurrage requirements, if any: None

Bidder shall provide manufacturer approved training on the hazards, handling and storage of the product.

Bidder shall provide manufacturer approved training on "A" and "B" kit procedures and training on general leak response.

BASE BID: Term will be from May 1, 2021 through April 30, 2022

Price Bid per 2,000 lbs. $442.80 for 12,000 lb. Shipment

Freight per 2,000 lbs. Included

TOTAL COST DELIVERED/TON $442.80 FOR 12,000 LB. SHIPMENT

ALTERNATE BID FOR 3-YEAR TERM May 1, 2021 – April 30, 2024

Year 1: TOTAL COST DELIVERED/TON $442.80 FOR 12,000 LB. SHIPMENT

Year 2: TOTAL COST DELIVERED/TON $456.40 FOR 12,000 LB. SHIPMENT

Year 3: TOTAL COST DELIVERED/TON $470.60 FOR 12,000 LB. SHIPMENT

TOTAL COST FOR 3-YEAR TERM *$102,735.00

* Total cost for 3-Year Term is based off each year's pricing multiplied by 75 tons/year (or 150,000 lbs/yr), then adding all 3 together for the total of 3 years combined

Alexander Chemical Corporation
Firm

[redacted]
Authorized Signature Robert Davidson, President

7593 S First Road
Address

LaPorte IN 46350
City State Zip

(800) 348-8827 or (219) 393-5558
Phone Number

January 28, 2021
Date

Email Address: bids@alexanderchemical.com

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

BID #2021-21
Water Chemicals

TIME: 1:30 p.m.

Anhydrous Ammonia Base Bid Total Cost	Anhydrous Ammonia Alternate 3 Yr Term Total	Carbon Dioxide Base Bid Total Cost	Carbon Dioxide Alternate Extended Term Total	Ferric Sulphate Base Bid Total Cost	Ferric Sulphate Alternate Extended Term Total	Liquid Chlorine Base Bid Total Cost	Liquid Chlorine Alternate 3 Yr Term Bid Total	Sodium Hexa Meta Phosphate Base Bid Total Cost	Sodium Hexa Meta Phosphate Alternate Extended Term Total
1,640.00	1,640.00	—	—	—	—	—	—	—	—
—	—	—	—	—	—	—	—	2,121.00	21,200.00
—	—	—	—	—	—	—	—	1,900.00	57,400.00
—	—	—	—	—	—	442.80	102,735.00	—	—
—	—	—	—	294.00	—	—	—	—	—
—	—	—	—	249.00	153,800.00	—	—	—	—
—	—	—	—	—	—	514.50	—	—	—

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

BID #2021-21
Water Chemicals

TIME: 1:30 p.m.

Anhydrous Ammonia Base Bid Total Cost	Anhydrous Ammonia Alternate 3 Yr Term Total	Carbon Dioxide Base Bid Total Cost	Carbon Dioxide Alternate Extended Term Total	Ferric Sulphate Base Bid Total Cost	Ferric Sulphate Alternate Extended Term Total	Liquid Chlorine Base Bid Total Cost	Liquid Chlorine Alternate 3 Yr Term Bid Total	Sodium Hexa Meta Phosphate Base Bid Total Cost	Sodium Hexa Meta Phosphate Alternate Extended Term Total
NO	BID								
—	—	—	—	—	—	664.00	—	1.73/ton	—
—	—	—	—	—	—	720.00	720.00 per each 2,000lb shipment	—	—
	NO	BID							
	NO	BID							
—	—	88.52/ton	varies - see above	—	—	—	—	—	—

CITY OF Bloomington ILLINOIS

CONSENT AGENDA ITEM NO. 8.J

FOR COUNCIL: April 12, 2021

SPONSOR: Public Works Department

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and action to approve a Contract with Carus LLC for Sodium Hexametaphosphate (Bid #2021-21), in the amount of $1,900 per ton, 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 seven-month Contract with Carus LLC for Sodium Hexametaphosphate (Bid #2021-21) in the amount of $1,900 per ton.

Term of Agreement	Cost per Ton Delivered	Percent Increase/Decrease
Oct 1, 2021 - April 30, 2022	$1,900.00	2.15%*

*Compared to current contract ($1,860 per ton delivered)

Sodium Hexametaphosphate is a compound that is used to prevent scale from forming on the filter media in the water treatment plant. A small dose of sodium hexametaphosphate prevents the accumulation of precipitated calcium carbonate on both the granular activated carbon and sand filter media particles. Preventing this accumulation of calcium scale on the filter media prolongs the service life and efficiency of the filter media.

The Public Works Department prepared the Sodium Hexametaphosphate bid package and advertised the project for competitive bids. Bids for this contract were received until 1:00 PM on Tuesday, February 2, 2021, in the Office of the City Clerk. Staff received three (3) bids and opened them at 1:30 PM on February 2, 2021, in the Office of the City Clerk, and the results are as follows:

Bidder	Bid Amount per Ton Delivered (Bid #2021-21)
Carus LLC (Base)	**$1,900.00 (7 month)**
Carus LLC (Alternate)	$1,860.00 (Year 1) $1,920.00 (Year 2) $1,960.00 (Year 3)
Shannon Chemical Corporation (Base)	$2,121.00 (7 month)

Shannon Chemical Corporation (Alternate)	No Alternate Bid Submitted
Brenntag Mid-South, Inc. (Base)	$3,633.00 (7 month)
Brenntag Mid-South, Inc. (Alternate)	No Alternate Bid Submitted

Public Works did not receive any other complete bids.

By accepting the base bid, instead of the alternate multi-year bid, the Public Works Department will be able to align this contract with our fiscal year. All future bids of this item will be aligned with the fiscal year. It will be bid and evaluated again in spring 2022. The full bid packet will be attached to the final contract when executed.

City staff is aware of heightened concerns regarding the current COVID-19 pandemic. However, this expenditure is necessary, because sodium hexametaphosphate is necessary in the treatment and distribution of water.

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: Public notice of this bid was published in *The Pantagraph* on January 13, 2021, and posted to the City's website.

FINANCIAL IMPACT: If approved, approximately $20,00 will be allocated to cover the remaining 7 months of FY 2022 (October 1, 2021 through April 30, 2022). Stakeholders can locate this in the FY 2022 Proposed Budget Book titled "Other Funds & Capital Improvement" on page 87.

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: Kevin Whitehouse, Superintedent of Water Purification

Reviewed by:

Kevin Kothe, Director of Public Works 3/31/2021

Carla Murillo, Procurement Manager 4/5/2021

Chris Tomerlin, Budget Manager 4/6/2021

Jeffrey R. Jurgens, Corporation Counsel 4/7/2021

Tara Henry, Legislative Assistant 4/7/2021

Recommended by:

Tim Gleason, City Manager

Attachments:

- PW 5B Contract FY22 Sodium Hexametaphosphate Contract 04122021
- PW 5C Bid Submission FY22 Sodium Hexametaphosphate Contract 04122021
- PW 5D Bid Tabulation FY22 Sodium Hexametaphosphate Contract 04122021

CITY OF BLOOMINGTON
CONTRACT WITH
Carus LLC
FOR
Sodium Hexametaphosphate

THIS AGREEMENT, dated this 12th day of April, 2021, is between the City of Bloomington (hereinafter "CITY") and Carus LLC (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 #2021-21 Water Chemicals (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: Deliver Sodium Hexametaphosphate to the Bloomington Water Treatment Plant on an as needed basis. This agreement is from October 1, 2021through April 30, 2022 with pricing for each year specified in the procurement document.

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

Carus LLC

By: _____

Its_____

By: _____

Its_____

SODIUM HEXA META PHOSPHATE

Bid shall be submitted based on Food Chemical Codex Specifications for Sodium Polyphosphate, glassy (plates), 50 pound or less multiwall bags.

Approximate usage: 18,000 – 20,000 lbs/year.

Bidder shall supply the City of Bloomington with Sodium Hexa Meta Phosphate as required and ordered by the City. Supplier shall deliver by truck to Water Treatment Plant at Lake Bloomington. Any extra explanations of shipping procedures may be noted below.

Unit (bag) sizes available for order at the below bid price (example: 50 lb. or less).

List 50 lb bags

BASE BID: Term will be from October 1, 2021 through April 30, 2022

Price Bid per 2,000 lbs. $0.95 for 2,000 lb. Shipment

Freight per 2,000 lbs. Included

TOTAL COST DELIVERED/TON $1.900.00 FOR 2,000 LB. SHIPMENT

ALTERNATE BID FOR AN EXTENDED TERM October 1, 2021 – April 30, 2024

Year 1: TOTAL COST DELIVERED/TON $1,860.00 FOR 20,000 LB. SHIPMENT

Year 2: TOTAL COST DELIVERED/TON $1,920.00 FOR 20,000 LB. SHIPMENT

Year 3: TOTAL COST DELIVERED/TON $1,960.00 FOR 20,000 LB. SHIPMENT

TOTAL COST FOR 3-YEAR TERM $57,400.00

*Above prices are only representative of the maximum price increase that may occur. No price increases will be implemented unless market conditions are reflective of such change. Increase will only be based on PPI Indexes and price increases from suppliers. In the event that the market conditions remain flat, Carus will honor the firt year price for each consecutive year.

Carus LLC — [redacted]

Firm — Authorized SignatureBarbie Smith/Inside Sales Manager

315 Fifth Street — Peru, IL 61354

Address — City State Zip

800-435-6856 — January 28, 2021

Phone Number — Date

Email Address: bids@carusllc.com

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

BID #2021-21
Water Chemicals

TIME: 1:30 p.m.

Anhydrous Ammonia Base Bid Total Cost	Anhydrous Ammonia Alternate 3 Yr Term Total	Carbon Dioxide Base Bid Total Cost	Carbon Dioxide Alternate Extended Term Total	Ferric Sulphate Base Bid Total Cost	Ferric Sulphate Alternate Extended Term Total	Liquid Chlorine Base Bid Total Cost	Liquid Chlorine Alternate 3 Yr Term Bid Total	Sodium Hexa Meta Phosphate Base Bid Total Cost	Sodium Hexa Meta Phosphate Alternate Extended Term Total
1,640.00	1,640.00	—	—	—	—	—	—	—	—
—	—	—	—	—	—	—	—	2,121.00	21,200.00
—	—	—	—	—	—	—	—	1,900.00	57,400.00
—	—	—	—	—	—	442.80	102,735.00	—	—
—	—	—	—	294.00	—	—	—	—	—
—	—	—	—	249.00	153,800.00	—	—	—	—
—	—	—	—	—	—	514.50	—	—	—

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

BID #2021-21
Water Chemicals

TIME: 1:30 p.m.

Anhydrous Ammonia Base Bid Total Cost	Anhydrous Ammonia Alternate 3 Yr Term Total	Carbon Dioxide Base Bid Total Cost	Carbon Dioxide Alternate Extended Term Total	Ferric Sulphate Base Bid Total Cost	Ferric Sulphate Alternate Extended Term Total	Liquid Chlorine Base Bid Total Cost	Liquid Chlorine Alternate 3 Yr Term Bid Total	Sodium Hexa Meta Phosphate Base Bid Total Cost	Sodium Hexa Meta Phosphate Alternate Extended Term Total
NO	BID								
—	—	—	—	—	—	664.00	—	1.73/ton	—
—	—	—	—	—	—	720.00	720.00 per each 2,000lb shipment	—	—
	NO	BID							
	NO	BID							
—	—	88.52/ton	varies - see above	—	—	—	—	—	—

CITY OF Bloomington ILLINOIS

CONSENT AGENDA ITEM NO. 8.K

FOR COUNCIL: April 12, 2021

SPONSOR: Public Works Department

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and action to approve a Contract with Mississippi Lime Company for supply and delivery of granulated quicklime, in the amount of $219.10 per ton in the first year, and liquid calcium hydroxide, in the amount of $315.00 per ton in the first year, as a limited source, for water treatment purposes, 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 two-year Contract with Mississippi Lime Company for supply and delivery of granulated quicklime, in the amount of $219.10 per ton in the first year, and liquid calcium hydroxide, in the amount of $315.00 per ton in the first year, as a limited source, for water treatment purposes.

Mississippi Lime Company was chosen as a limited source supplier after experiencing consistently unacceptable performance with lime obtained from other suppliers. The last time the City obtained lime from a different vendor was in 2007. When the product from a different vendor was delivered and used by the Water Division, the product did not meet the City's specification, and the material caused operation water treatment problems. Additionally, other suppliers have been tried in past years with similar results, which has generally led to serious equipment problems, extensive clean-up efforts, water quality degradation, and overall higher treatment costs.

Granular Quicklime

Term of Agreement	Cost per Ton Delivered	Percent Increase/Decrease
May 1, 2021 - April 30, 2022	$219.10	3.35%*
May 1, 2022 - April 30, 2023	$226.25	3.26%

*Compared to current contract ($210.00 plus variable fuel surcharge per ton delivered)

Granular Quicklime is an essential water treatment chemical that is used in the water treatment process at the Water Purification Plant. Lime is used as a water softening agent in water treatment plants that have source water with high levels of calcium and magnesium, two elements that cause water to be characterized as "hard". Lime is mixed with water in the Water Purification Plant and this solution is then added to the water to be treated. The

lime causes the calcium and magnesium in the source water to settle out of the water. The quality of quicklime can vary due to variations in the raw ingredient: limestone.

Liquid Calcium Hydroxide

Term of Agreement	Cost per Ton Delivered	Percent Increase/Decrease
May 1, 2021 - April 30, 2022	$315.00	6.77%*
May 1, 2022 - April 30, 2023	$325.00	3.17%

*Compared to current contract ($295 plus variable fuel surcharge per ton delivered)

Liquid Calcium Hydroxide is only purchased if there is a problem with the lime system at the Water Treatment Plant. The cost of the liquid calcium is budgeted within the $575,000 budgeted for granular lime, since liquid calcium hydroxide would be used if granular quicklime is unable to be used during the treatment process.

City staff is aware of heightened concerns regarding the current COVID-19 pandemic. However, this expenditure is necessary, because granular quicklime is necessary to the treatment and distribution of water.

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, budgeted funds for all water chemicals for FY 2022 are included in the Water-Purification-Water Chemicals account (50100130-71720). Stakeholders can locate this in the FY 2022 Proposed Budget Book titled "Other Funds & Capital Improvement" on page 87.

Public Works Staff in the Water Purification Division will budget accordingly for each fiscal year.

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: Kevin Whitehouse, Superintedent of Water Purification

Reviewed by:

Kevin Kothe, Director of Public Works 3/31/2021

Carla Murillo, Procurement Manager 4/5/2021

Chris Tomerlin, Budget Manager 4/5/2021

Jeffrey R. Jurgens, Corporation Counsel 4/6/2021

Tara Henry, Legislative Assistant 4/7/2021

Recommended by:

Tim Gleason, City Manager

Attachments:

- PW 6B Contract Mississippi Lime Contract 04122021_Redacted
- PW 6C Quote FY22-FY23 Lime Contract 04122021
- PW 6D LSJF FY22-FY23 Lime Contract 04122021
- PW 6E LSJF Letter FY22-FY23 Lime Contract 04122021
- PW 6F Fuel Surcharge Rates FY22-FY23 Lime Contract 04122021
- PW 6G Lime Report FY22-FY23 Lime Contract 04122021

CITY OF BLOOMINGTON
CONTRACT WITH
Mississippi Lime Company
FOR
Granular Quicklime and Liquid Calcium Hydroxide

THIS AGREEMENT, dated this 12___ day of April_____, 2021, is between the City of Bloomington (hereinafter "CITY") and Mississippi Lime Company (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 $3,000,000 for each occurrence, $3,000,000 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) DV (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. This also includes the recent addition of Public Act 100-1177 which came effective on June 1, 2019.
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: May 1, 2021 to April 30, 2023 at the prices agreed upon in Exhibit B and based on satisfactory material quality as determined by the City.

The Contract shall also be subject to the following renewal terms, if any: Not applicable

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

Mississippi Lime Company

By [redacted]
Its VP, Sales & Marketing

By: [redacted]
Its Administrative Assistant

EXHIBIT A
SCOPE OF SERVICES / WORK PROVIDED

Supply and deliver Granular Quicklime, in bulk, as needed.

Supply and deliver Liquid Calcium Hydroxide, in bulk, as needed.

EXHIBIT B
FEES / COMPENSATION

For Granular Quicklime in bulk

May 1, 2021 to April 30, 2022 - $219.10/ton delivered with variable Fuel Surcharge
May 1, 2022 to April 30, 2023 - $226.25/ton delivered with variable Fuel Surcharge

For Liquid Calcium Hydroxide

May 1, 2021 to April 30, 2022 - $315/ton delivered with variable Fuel Surcharge
May 1, 2022 to April 30, 2023 - $325/ton delivered with variable Fuel Surcharge

City of Bloomington
Superintendent of Water Purification
(W)309-434-2152
(M) 309-275-1653
kwhitehouse@cityblm.org

From: Smoot Chris R <CRSmoot@MLC.com>
Sent: Thursday, January 14, 2021 1:01 PM
To: Kevin Whitehouse <kwhitehouse@cityblm.org>
Subject: Bloomington, IL - Mississippi Lime 2021 RE: Lime quote

Kevin,

Mississippi Lime Company has recently announced new pricing for 2021. Attached is a letter from our VP explaining the rates. We have approved pricing to offer Bloomington in exchange for 100% supply of your granular quicklime need for the next two years. Existing terms and conditions apply all pricing will expire on 4/30/2023. The following for your consideration:

Year 1 - 5/01/2021- 4/30/2022 → $219.10/ton Delivered w/variable Fuel Surcharge

Year 2 - 5/01/2022-4/30/2023 → $226.25/ton Delivered w/ variable Fuel Surcharge

This increase ~ 3% is necessary to cover the increasing costs of production and shipping over the next two years. Based on 2020 volume 2283 tons and 2019 volume 2180 tons shipped we have ~2500 tons of 2021 production designated to Bloomington. Please confirm this is acceptable, contact me with any questions.

Thank You

Chris Smoot
Mississippi Lime Company
Regional Sales manager
(773) 294-0652

From: Kevin Whitehouse <kwhitehouse@cityblm.org>
Sent: Friday, January 8, 2021 2:46 PM
To: Smoot Chris R <CRSmoot@MLC.com>
Subject: Lime quote

Hello Chris, our contract with Mississippi Lime expires 4/30/2021. Can you provide me with a quote for quicklime and calcium hydroxide for the following year? I would entertain a multi-year contract also. Let me know if you have any questions.

Respectfully
Kevin Whitehouse
City of Bloomington
Superintendent of Water Purification
(W)309-434-2152
(M) 309-275-1653
kwhitehouse@cityblm.org

Joe Darter

From: Smoot Chris R <CRSmoot@MLC.com>
Sent: Friday, January 22, 2021 9:25 AM
To: Kevin Whitehouse
Cc: Brett Lueschen; Joe Darter
Subject: Bloomington, IL LCH - Lime quote 2021 Mississippi Lime

Kevin,

The rate FOB Saint Genevieve, MO for Liquid calcium Hydroxide (LCH) is $315/Dry ton. Expect average 8-9 dry tons / load. The freight is currently $1000/load plus Fuel Surcharge (Current FSC is 20%) = Current Freight $1250 all in. We expect fuel to go up and may want to budget the freight closer to $1500 / load. Pleas contact me with any questions.

Thank You

Chris Smoot
Mississippi Lime Company
Regional Sales manager
(773) 294-0652

From: Kevin Whitehouse <kwhitehouse@cityblm.org>
Sent: Wednesday, January 20, 2021 10:10 AM
To: Smoot Chris R <CRSmoot@MLC.com>
Cc: Brett Lueschen <blueschen@cityblm.org>; Joe Darter <jdarter@cityblm.org>
Subject: Lime quote

Hello Chris, thank you for the lime quote. Can we also obtain a quote for Liquid Calcium Hydroxide in the event we need to purchase.

Thank you

Kevin Whitehouse

City of Bloomington

Superintendent of Water Purification

(W)309-434-2152

(M) 309-275-1653

kwhitehouse@cityblm.org

Websense: Click here to report this email as spam.

DocuSign Envelope ID: 5B1F8E84-287F-4A1B-B962-BA2BC749FE92

LIMITED SOURCE JUSTIFICATION

(Requester completes Section A & 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 & #: Mississippi Lime Company Vendor # 98	Amount: FY 2021: $575,000; FY 2022: $590,000	Date: 03/25/2021

Description of item/services: Purchase of granular quicklime for $219.10 per ton from May 1, 2021 to April 30, 2022 plus fuel surcharge and $226.25 per ton from May 1, 2022 to April 30, 2023 plus fuel surcharge. Purchase Liquid Chlorine Hydroxide 40% for $315 per ton from May 1, 2021 to April 30, 2022 plus fuel surcharge and $325 per ton from May 1, 2022 to April 30, 2023 plus fuel surcharge.

Justification: Mississippi Lime Company is the only quicklime provider that can supply the City of Bloomington with a superior product that meets the City's specifications in chemical and physical properties. Prior experiences with other provider's lower quality product caused our operations to suffer in water quality with equipment malfunction and additional repair costs.

Amount:
Granular Quicklime
May 1, 2021 – April 30, 2022 – approximately $575,000
May 1, 2022 – April 30, 2023 – approximately $590,000

Liquid Chlorine Hydroxide
May 1, 2021 – April 30, 2022 – approximately $55,000
May 1, 2022 – April 30, 2023 – approximately $58,000

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 — 3/25/2021

(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):

Carla Murillo — 4/5/2021 | 2:00 PM CDT

Name and Signature of Purchasing Agent or Designee — Date

Lime Supply

In September of 2007, the water treatment plant switched lime suppliers from Mississippi Lime to Chemical Lime. The new lime was a contributing factor to several problems.

These problems disrupted the treatment process, increased overtime costs, and threatened the plant's ability to provide an adequate quantity and quality of water.

Chemical Lime

Problems with Dry Lime Feed



Shortly after the conversion to the new lime source, operators complained of increases in problems in the lime feed system that disrupted both the lime slaking and treatment processes. The first problem was encountered in the system that transports the dry lime powder to the batch slakers. The powder became compacted on and accumulated within the throat of the augur funneling the lime into the slakers. From the blockage, the pressure in this throat increased to the point where the bolts on top of the channel popped off. The resulting spray of lime powder coated the lime slaker equipment room and control panels with dust and resulted in the deposition of mounds of powder on the slaker room floor. An increased program of slaker feed monitoring and maintenance was established to avoid frequent repetitions of this problem.

Problems with Slaked Lime



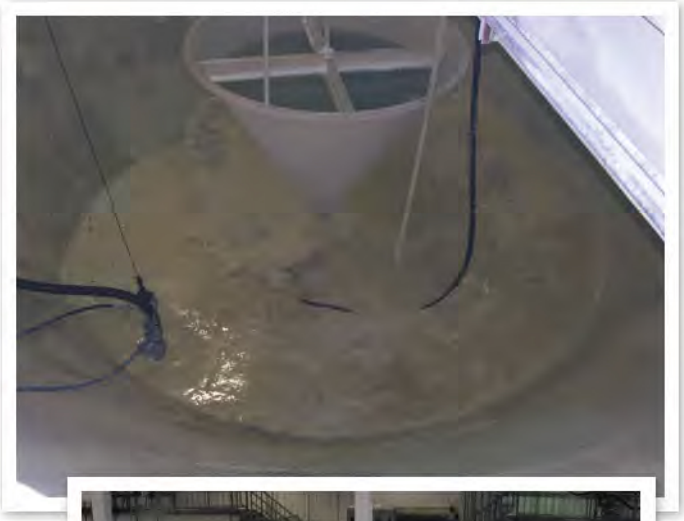
Following slaking, the resulting lime slurry is passed through a stainless steel mesh strainer to remove the larger particles. An increase in the rate of collection of solids within the stainer made it necessary to increase the frequency with which this strainer was emptied and, periodically, acid washed.

Alternately, it was noted that the new lime was more reactive than the lime previously used. This was indicated by the more rapid rate of temperature increase upon the addition of feed water. This increased rate of reaction was attributed to the predominance of powder, rather than granular, dry lime feed. Chemical cost benefits were expected if the increased slaking rate portended less lime softening feed requirements.

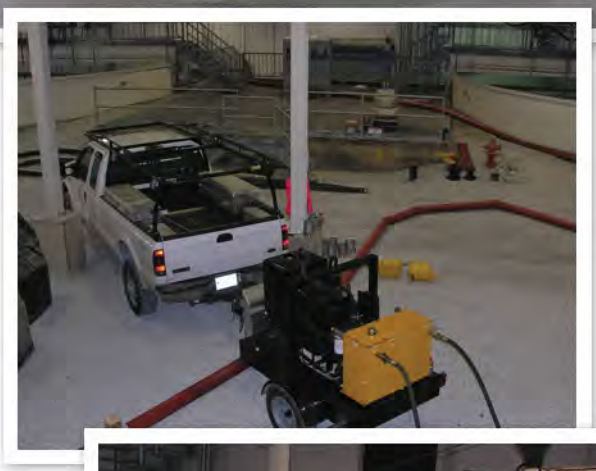
Solids Accumulation in ClariCones

A more serious, but initially undetected, problem began to develop in the bottom of the ClariCones as heavy, unreacted solids in the new lime slurry began to accumulate. These solids are normally purged from the base of the cones by pumping the accumulations to the sludge storage vault. However, from the massive blockages that were ultimately found in the softeners and in the piping to the sludge vault, it was inferred that, although the operational indicators had indicated normal operation, the transfer pumps had been unable to suspend and remove the heavy solids accumulation from the bases of the softeners.

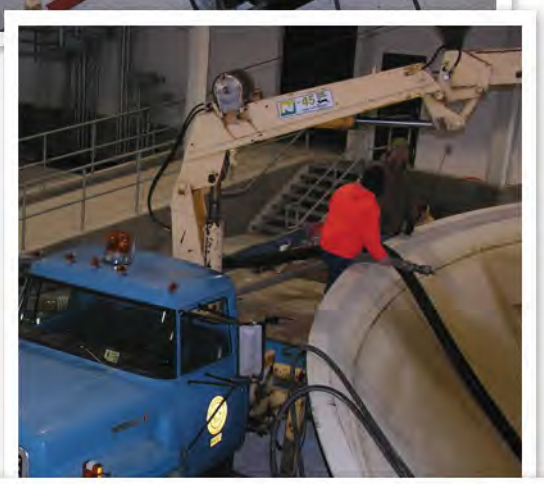
Ultimately, the situation became visible when the surfaces of the sludge blankets on ClariCones #3 and #4 began to rise to levels approaching the overflow troughs, threatening to overflow solids into the effluent launders. Accordingly, both ClariCones in operation had to be shut down. Plant water production came to a near-standstill.



A crisis further developed when it was found that the pipeline used for removing sludge from the sludge storage vault was similarly blocked. This blockage made it impossible to transfer any solids from the softeners without overflowing the vault. Operators noted that blockage of the pipeline from the vault to the sludge storage lagoons had never occurred before.



The plant maintenance personnel immediately set about to eliminate the blockage in the piping to the sludge storage lagoons while simultaneously starting to assemble an alternate surface pipeline using flexible pipe. They would then hydraulically fluidize and eject the congealed, cementitious solid contents of the softeners to an alternate discharge point, the basin used for reclaiming backwash water. This *reclaim basin* has a separate discharge line which leads to the sludge lagoons. While the maintenance staff were able to restore partial operation of the plant so as to avoid shutdown, this entire effort took place over a period of a week. It required a large expenditure of labor including a substantial amount of overtime effort.



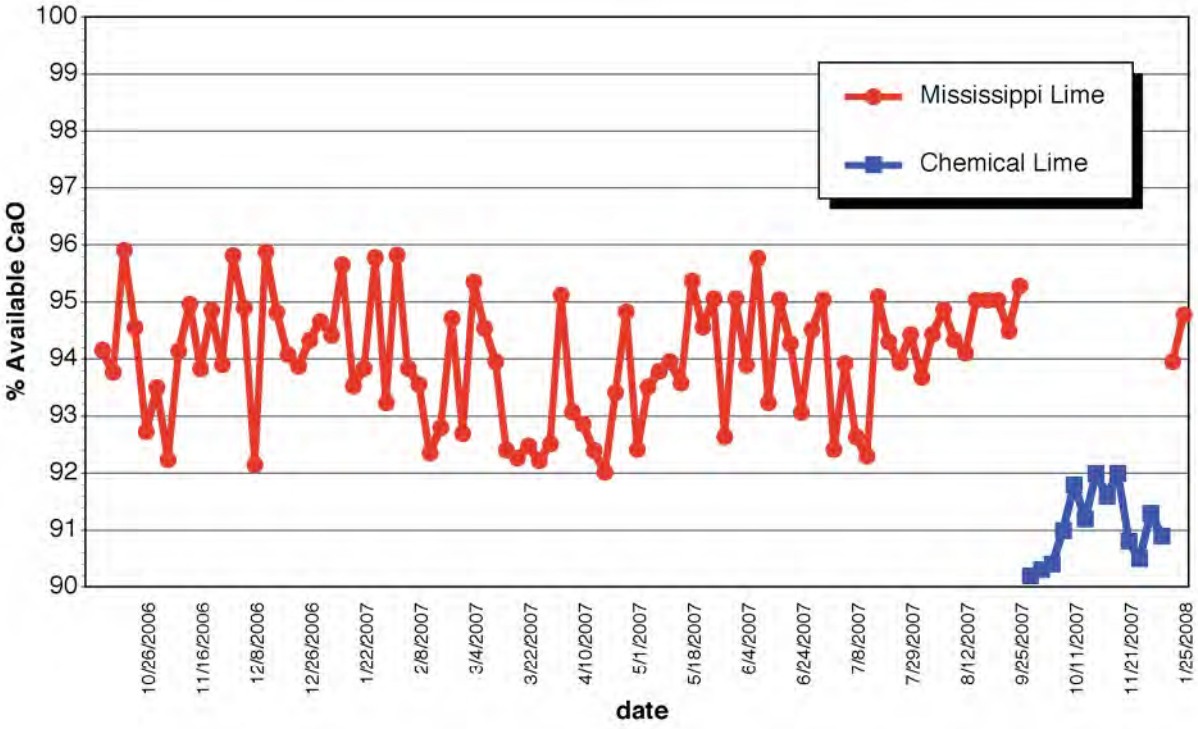
From the observations of the operators and maintenance personnel involved, it was concluded that the new lime source contributed an abundance of unreactive solids that were too dense for the lime feed and sludge removal systems.

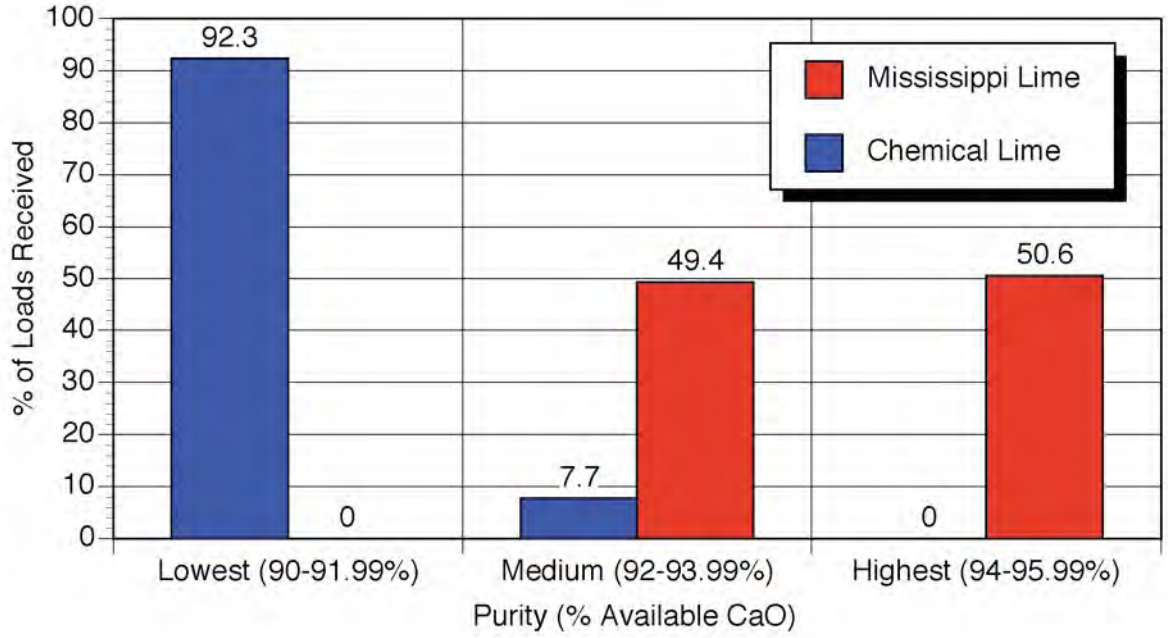
To further assess the nature of the accumulated solids, samples were collected for laboratory testing and observation. In addition, delivery data on the previous and new lime sources were reviewed and plotted.



Following the restoration to service of softeners #3 and #4 and despite heightened vigilance, a similar blockage occurred in the sludge withdrawal line of softener #1. As a result, operators advocated a return to the lime source with lower non-reactive solids content.

Each batch of lime delivered to the treatment plant comes with a certificate of analysis which reports the purity of the lime, expressed as % Available CaO. Over the past year, Mississippi Lime had averaged 94.02%. In recent months, Chemical Lime has averaged 91.08%. Purchase specifications require a purity of 95% Available CaO. It appears that recent plant operational problems have been exacerbated by both the nature and the quantity of lime impurities.





CITY OF Bloomington ILLINOIS

CONSENT AGENDA ITEM NO. 8.L

FOR COUNCIL: April 12, 2021

SPONSOR: Public Works Department

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and action to approve a Second Amendment to the Contract with Henson Disposal Inc. for bulk waste disposal for FY 2022, from May 1, 2021, to April 30, 2022, in the amount of $56.00 per ton, as requested by the Public Works Department.

RECOMMENDED MOTION:
The Second Amendment to the Contract 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 the second amendment to the contract with Henson Disposal Inc. for bulk waste disposal, from May 1, 2021, to April 30, 2022, in the amount of $56.00 per ton of bulk waste, which is a 2.5% increase over the FY21 contract price ($54.65 per ton).

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. Per the contract, Henson guarantees that over 75 percent 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.

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. $56.00 per ton during FY 2022 for the processing of recyclable bulk waste. The FY 2022 Proposed Budget includes $480,000 in the Solid Waste-Bulk Disposal account (5440400-70652). Stakeholders can locate this in FY 2022 Proposed Budget Book titled "Other Funds & Capital Improvement" on page 103.

COMMUNITY DEVELOPMENT IMPACT: N/A

Respectfully submitted for Council consideration.

Prepared by: Greg Koch, Operations Manager

Reviewed by:

Kevin Kothe, Director of Public Works 3/31/2021

Carla Murillo, Procurement Manager 4/5/2021

Chris Tomerlin, Budget Manager 4/5/2021

Jeffrey R. Jurgens, Corporation Counsel 4/5/2021

Tara Henry, Legislative Assistant 4/7/2021

Recommended by:

Tim Gleason, City Manager

Attachments:

- PW 9B Original Memo and Contract_FY22 Bulk Waste Contract Extension 04122021
- PW 9C Increase Letter_FY22 Bulk Waste Contract Extension 04122021
- PW 9D COLI FY22 Bulk Waste Contract Extension 04122021
- PW 9E Henson Disposal Inc LSJF - Bulk Waste
- PW 9F Second Amendment to the Contract Henson Disposal Inc - Bulk Waste

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
Snyder Insurance Agency
1 Brickyard Drive
Bloomington, IL 61701

CONTACT NAME: Jill Welchel
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

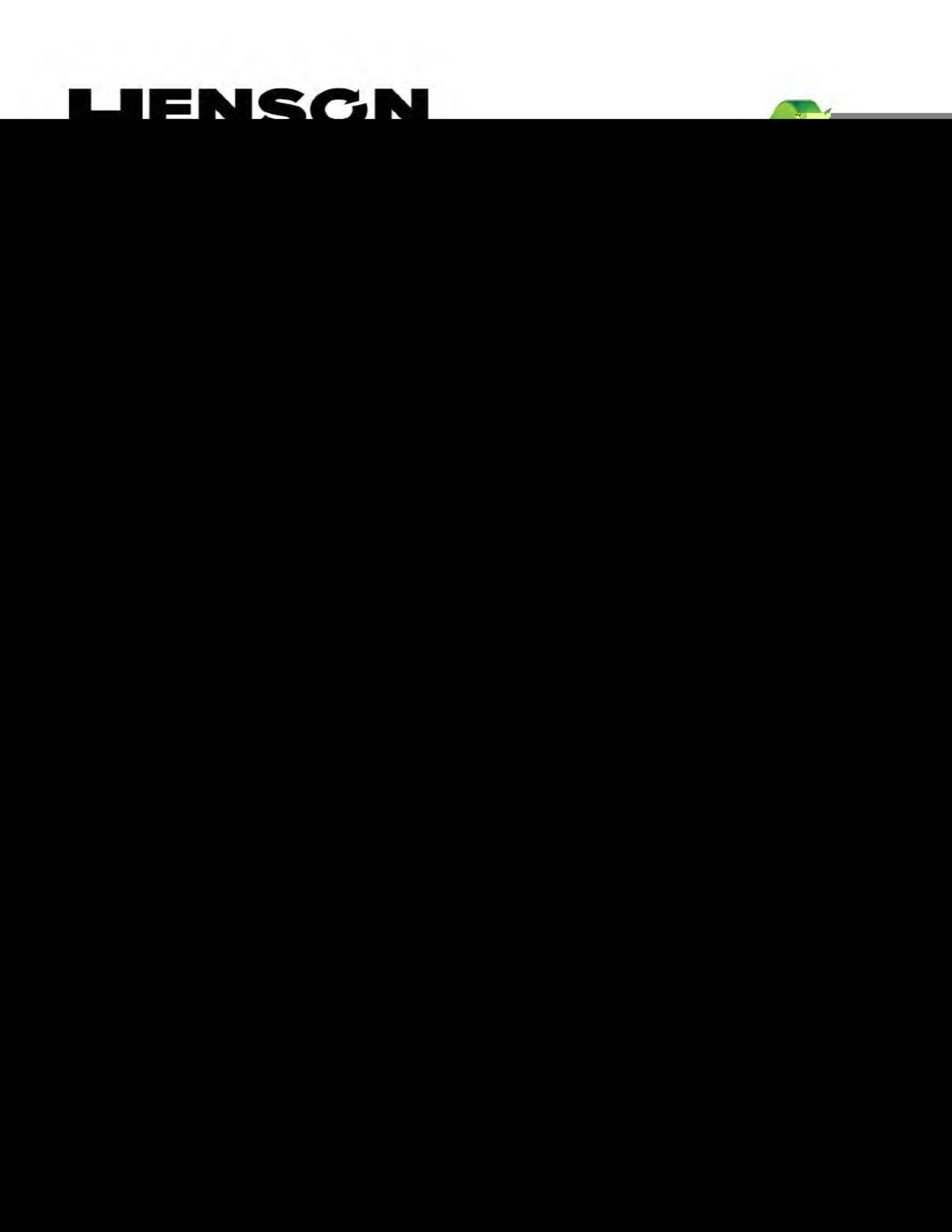
City of Bloomington
Public Works Department
PO Box 3157
Bloomington, IL 61702

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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HENSDIS-01 ASHONK

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 3/29/2021

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

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PRODUCER
Snyder & Snyder Agency, Inc.
1 Brickyard Drive
Bloomington, IL 61701

CONTACT NAME
PHONE (A/C, No, Ext) (309) 664-1800 FAX (A/C, No) (309) 664-1885
E-MAIL ADDRESS

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]	5/26/2020	5/26/2021	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 L MIT APPL ES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY			[redacted]	5/26/2020	5/26/2021	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]	5/26/2020	5/26/2021	EACH OCCURRENCE	$ 1,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 1,000,000
	DED X RETENTION $ 10,000						Pers/Adv Injury	$ 1,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N	N / A					PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACC DENT	$
	If yes, describe under DESCR PTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

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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Description of item/service:

Bulk Waste Disposal

Justification: Contract Extension for one (1) year.

The City has an established relationship 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 waste. 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 3/22/2021

(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,

Don't explain why you want to use this vendor/product - explain what makes this vendor/product unique to the application.

Evaluate your narrative and make sure the following "tests" are contained in it:

- Sole Source: Only one sole vendor exists. If there is truly one vendor than the transaction being considered is non-biddable and a bid exemption can be granted. This rarely occurs. A signed letter from the vendor must be obtained and Procurement must verify.

- Limited Source: A much more common exemption may be granted if a good or service provided by a specialized supplier, meets or exceeds the City's specifications, or for improved public service or long term operational needs of the City based on security, patents, copyrights, critical need for responsiveness, proximity, Federal, State or other regulations, necessary replacement parts and/or compatibility, and warranty.

Good examples:

- IS - uses Dell computers and Cisco phone systems and has invested years of money and training into these purchases and therefore creates a limited source for operational reasons.

- BFD - uses certain turnout gear and self-contained breathing apparatus (SCBA) for firefighters, where consistency in equipment provides efficiencies in training and increased employee and public safety.

- Water – uses Neptune water meters and related appurtenances & software

Failure to adequately address required justifications will be cause for rejection of the Limited Source Justification request.

Valid for one year after the date of the signature of the Procurement Manager.

SECOND AMENDMENT TO CONTRACT FOR BULK WASTE DISPOSAL WITH HENSON DISPOSAL INC. OF BLOOMINGTON, IL

The Second Amendment, made and entered into this 12th day of April, 2021, by and between THE CITY OF BLOOMINGTON, ILLINOIS, (hereinafter "CITY"), and HENSON DISPOSAL, (hereinafter "HENSON") witnesseth that:

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

WHEREAS, on May 1, 2020, a First Amendment was approved to continue the contract at the agreed upon price of $54.65 per ton of bulk waste; and

WHEREAS, the parties desire to amend the Contract, as set forth herein, to dispose of bulk waste from May 1, 2021 until April 30, 2022, at the agreed upon price of $56.00 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: $56.00 per ton for the extensions period (May 1, 2021 through April 30, 2022).

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

HENSON DISPOSAL INC.

[redacted] 4/1/2021

By: _____
Signature & Date

ATTEST:

By: _____
Its City Clerk

CITY OF Bloomington ILLINOIS

CONSENT AGENDA ITEM NO. 8.M

FOR COUNCIL: April 12, 2021

SPONSOR: Public Works Department

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and action to approve a Contract with CDM Smith Inc., for the Water Treatment Plant Pre-Design Study (RFQ#2021-06), in the amount of $823,495, 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 CDM Smith Inc. for the Water Treatment Plant Pre-Design Study in the amount of $823,495.

On July 27, 2020, City Council approved the Water Infrastructure Master Plan. This master plan recommended improvements throughout the Water Treatment Plant for a total cost of $59,000,000. The goal for this proposed Water Treatment Plant Improvements Pre-Design Study is to develop a coordinated and comprehensive basis of design document that encompasses all the improvements that were recommended in the Water Infrastructure Master Plan. This study report will provide the scope, schedule, and technical requirements for the design and construction of those improvements.

A Request for Qualifications, RFQ# 2021-06, for the Water Treatment Plant Pre-Design Study was released on June 11, 2020. The two vendors shown in the following table submitted statements of qualifications. There were no local firms who submitted a statement of qualifications.

Company	***Location***
AECOM Technical Services, Inc.	Chicago, Illinois
CDM Smith Inc.	Chicago, Illinois

City Staff reviewed and evaluated both submittals in accordance with the Qualifications Based Selection procedures and ranked CDM Smith Inc. as the most qualified firm to perform the requested services. The City's procurement agent reviewed this process and confirmed that the procedure was performed in accordance with applicable standards. This process involved:

1. Sending out Request for Qualifications (RFQ) specific to the project,

2. Reviewing each of the submitted Statements of Qualifications based on the criteria outlined in the RFQ,
3. Selecting the most qualified firm and negotiating scope and fee with them.

Selection criteria used to evaluate the most qualified firm was based on the submitted demonstration of:

1. Responsiveness: Statement of Qualifications submitted conform to the RFQ submission requirements necessary to evaluate the respondent's qualifications.
2. Qualifications and experience of firm and proposed team personnel. Technical, project management, and administrative skills of offeror and proposed staffing.
3. Capacity of offeror to absorb the additional workload and complete this project on schedule.
4. Firm expertise and competence including experience with engineering design studies of similar scope and size (3,000-5,000 billable hours of engineering effort).
5. Project approach evaluated for a demonstrated understanding of and technical competence for completing the described services, both stipulated and implied, as well as the necessary methodology, experience, and capacity to complete a successful project for the City of Bloomington.

CDM Smith Inc. was selected as the best firm to perform Professional Engineering Services for the Public Works Water Division based on the proposed staff and their experience related to the completion of previous, similar projects.

This single, combined pre-design study will include the following areas:

- HVAC system improvements to address chemical safety and other issues.
- Stability of treated water after recarbonation.
- Elimination of the old recarbonation basins.
- Piping improvements to correct hydraulic limitations downstream of the clarifier/softeners.
- Improved powdered activated carbon (PAC) storage and feed system to replace the existing nonfunctional system.
- Additional wells to allow blending of nitrate-free groundwater and supplement the safe yield of the City's water supply.
- Lake Bloomington intake and low-lift pump station replacement.
- Comprehensive improvements to the Water Treatment Plant to address the numerous capacity, water system integrity, and reliability issues.
- Filtration improvement and replacement of Filters 1 through 12.
- Demolition of abandoned and unserviceable treatment basins.
- Disposition of the outdated 1929 Water Treatment Plant Annex building.

The contract amount included is a not-to-exceed amount. The final overall rates and fees proposed by CDM Smith Inc. are fair, appropriate, and competitive for the scope of work included. The vendor chosen for this project utilized a qualifications-based selection process and therefore the City's local preference policy does not apply. The schedule for the project is to begin the services immediately upon receipt of a signed contract.

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 it is necessary to develop a coordinated and comprehensive basis of design document that encompasses all the Water Treatment Plant improvements

that were recommended in the Water Infrastructure Master Plan. The subject pump stations are critical infrastructure for the City of Bloomington water system and both are in need of substantial improvements. 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 approved, $823,495 will be paid out of the Water Purification-Architectural & Engineering Services for Construction account (50100130-70051). Funds in the amount of $775,000 are included for this work in the FY 2021 Budget under the project name "WTP Combined Studies". Stakeholders can locate this information in the FY 2021 Budget Book titled "Other Funds & Capital Improvement" on pages 124, 249, 290, 313 and 314. The additional $48,495 will be allocated from the Water Treatment Plant PAC Storage and Feed Facility Design project that was included in the FY 2021 Budget in the Water Purification-Architectural & Engineering Services for Construction account (50100130-70051) in the amount of $75,000. This PAC design project depends on the completion of a portion of the Pre-Design Study and has been included in the FY 2022 budget. Stakeholders can locate these budgeted amounts in the FY 2021 Budget Book titled "Other Funds & Capital Improvement" on pages 124, 249, 290, 315, and 316.

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; Goal CF-1. Continue to provide quality public facilities and services. Objective CF-1.2. Ensure the community facilities provide the greatest cost-benefit ratio to the population served; Goal CF-2. Provide public services in a fiscally, socially and environmentally responsible manner.

Respectfully submitted for Council consideration.

Prepared by: Richard Bernard, Civil Engineer II

Reviewed by:

Kevin Kothe, Director of Public Works 3/31/2021

Carla Murillo, Procurement Manager 4/1/2021

Chris Tomerlin, Budget Manager 4/5/2021

Jeffrey R. Jurgens, Corporation Counsel 4/5/2021

Tara Henry, Legislative Assistant 4/7/2021

Recommended by:

Tim Gleason, City Manager

Attachments:

- PW 12B Contract_Water Treatment Plant Pre-Design Study Contract 04122021
- PW 12C Fees_Water Treatment Plant Pre-Design Study Contract 04122021
- PW 12D IDOT Letter_Water Treatment Plant Pre-Design Study 04122021
- PW 12E COLI Water Treatment Plant Pre-Design Study 04122021

CITY OF BLOOMINGTON CONTRACT WITH
CDM Smith Inc.
FOR PROFESSIONAL SERVICES FOR
Water Treatment Plant Pre-Design Study

THIS AGREEMENT, dated this 12th day of April, 2021, is between the City of Bloomington (hereinafter "CITY") and CDM Smith 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. **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 one of the following:

☐ A flat fee of $_____ as set forth in the payment terms attached as Exhibit B.

☑ Fees as set forth in the Payment Terms attached as Exhibit B.

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

Section 6. **Standard of Care.** Services performed by CONTRACTOR 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.

Section 7. **Indemnification.** To the fullest extent permitted by law, CONTRACTOR shall indemnify and hold harmless CITY, its officers, officials, agents and employees from and against liability arising out of CONTRACTOR'S negligent acts, errors, or omissions in performance of services under this Contract. This indemnification shall extend to claims occurring after this Contract is terminated as well as while it is in force.

Section 8. **Insurance Requirements.** CONTRACTOR shall maintain an errors and omissions policy in the amount of $2,000,000.00 and shall further maintain general liability insurance for bodily injury and property damage arising directly from its negligent acts or omissions, with general limits not 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.

Section 9. **Representations of Vendor.** CONTRACTOR hereby represents it is legally able to perform the work that is subject to this Contract.

Section 10. **Assignment.** Neither party may assign this Contract, or the proceeds thereof, without written consent of the other party.

Section 11. **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 12. **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 13. **Governing Law.** This Agreement shall be governed by and interpreted pursuant to the laws of the State of Illinois.

Section 14. **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 15. **Attorney Fees**. In the event that any action is filed by a party in relation to this contract and the party prevails in court and obtains a court order or judgment as a result of said litigation, the non-prevailing party in the action shall pay to the prevailing party, in addition to the sums that either party may be called on to pay, a reasonable sum for the prevailing party's attorneys' fees and court costs (including expert witness fees).

Section 16. **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 17. **Term**. The term of this Contract shall be:

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

☐ One year from the date of execution.

☐ Two years from the date of execution.

☐ Other:_____

_____

The Contract shall also be subject to the following renewal terms, if any: NONE

_____

Notwithstanding anything herein, the provisions in Sections 7 and 12 shall survive termination.

Section 18. 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

CDM Smith Inc.

[redacted]

By: Amrou Atassi

Its Vice President

ATTEST:

By: _____

City Clerk

[redacted]

By: Brandon Diffenderfer

Its Project Manager

EXHIBIT A
SCOPE OF SERVICES / WORK PROVIDED

See below

City of Bloomington, Illinois
Water Treatment Plant Improvements Pre-Design Study
Exhibit A - Scope of Work

CDM Smith's scope of work for the Water Treatment Plant Improvements Pre-Design Study is described herein. The results of this preliminary design study will be used as the basis for the detailed design. Key considerations during the preliminary design investigations include:

- Review and develop recommendations based on master plan findings
- Documenting and coordinating City and stakeholder requirements
- Evaluating and selecting the final location of the different improvements
- Determining extent of needed field investigations
- Design layout (schematic-level), including electrical, automation, structural and architectural.

The scope of work is broken into thirteen (14) main tasks consisting of project management activities, data collection and review, and various special studies to address various aspects of the proposed WTP improvements.

Task 1: Meetings and Project Management Activities

The objective of this task is to assure the Project is delivered to the expectations of the City. Activities to be included as part of the project management task include:

1. **Communications and Project Management Plan.** CDM Smith will prepare a Communications and Project Management Plan to include procedures and protocols that will support effective coordination of the CDM Smith Project Team.
2. **Project Team SharePoint Site.** CDM Smith will establish and maintain an electronic SharePoint site incorporating meeting agendas, summaries, outstanding issues list, frozen issues list, draft and final project deliverables, and other items.
3. **Project Quality Control Plan.** Prepare Quality Control Plan and establish Quality Assurance (QA) process that includes all activities to ensure that the Quality Control (QC) process for the Project is being followed. The following are key tenets of CDM Smith's quality process:
    - Develop Project-specific QC processes that conform to CDM Smith and the City's standards with a schedule for their completion
    - Obtain consensus from all team members
    - Build time into the Project schedule to allow for corrections, back-checks, and quality assurance reviews of all final deliverables
4. **Project Quality Management and Kickoff Workshop.** Conduct a Project Quality Management (PQM) and Kickoff Workshop, which is a formal requirement of CDM Smith's Quality Assurance Program and is a team-oriented working session designed to develop a deep understanding of the Project

challenges and a sense of teamwork and commitment to Project success. The PQM Workshop will review two basic tenets of effective Project delivery: the importance of planning; and the value of a unified and motivated Project delivery team. The PQM Workshop will concern:

- Setting goals
- Establishing critical success factors
- Clarifying responsibilities
- Anticipating difficulties and managing risks (e.g., confined space, lead and asbestos, unforeseen site conditions), all of which will contribute to a successful Project.
- Defining milestones and associated project schedule
- Establishing communication plan
- Establishing permitting plan (define agencies, responsibility to contact, and timeframe)

The PQM process stresses a team approach – both to planning the Project and to executing delivery of the Project. Identifying all the key individuals that have a stake in the success of the Project and having them actively participate in the PQM meeting is essentially a team building activity. Through the facilitated discussions, everyone develops a thorough understanding the Project and a sense of shared commitment to the Project success that cannot be accomplished by reading, phone calls or e-mails to team members.

5. **Internal Coordination Meetings.** Conduct internal coordination meetings with CDM Smith Project Team to enhance communication throughout the Project. Internal coordination meetings will be conducted as necessary within each phase of the Project to accomplish this goal. This task includes preparing meeting materials as necessary to support such meetings and preparing meeting summaries and action item lists as required.
6. **Reporting and Project Administration.** Prepare monthly status reports of Project progress, expenditures to date, cost-to-budget information, and submit in conjunction with monthly services invoice. Virtual project coordination meetings, in addition to the workshops described below, will be held on a bi-weekly basis throughout the Project with the City management team. The Project work plan will include a schedule with specific Project milestones needed to meet the requirements of this Scope of Work.
7. **Project Schedule.** In order to conduct this Project in a manner consistent with the City's objectives, the CDM Smith Project Team will develop a schedule to include draft and final deliverables along with dates for workshops and meetings. The efforts under this scope of work will be conducted to meet milestones that will be outlined in the Project management plan and a Draft Project schedule will be submitted at the Project Quality Management and Kick-off Workshop. Once the Project schedule is established, it will be maintained throughout the Project to reflect actual progress and will include any changes requested by the City management team.

Task 2: Data Collection and Field Investigations

The purpose of this task is to request, collect and review data that will be required in the completion of Tasks 3 through 14 below and limit the potential for design changes during future design phases of the work. CDM Smith will prepare a data request memorandum outlining the data needs to complete the project. Once the data is provided by the City, CDM Smith will review the data to determine how it will be used in each of the subsequent tasks. In addition, CDM Smith proposes a number of field investigations:

Task 2-1: Site Survey

CDM Smith will retain the services of a licensed survey firm that will complete a topographic and utility survey of the WTP site. The survey will be a Subsurface Utility Engineering (SUE) to meet the Quality Levels C, B and A as designated by ASCE 38 to survey and map plant utilities, piping, and other subsurface infrastructure. The survey will build upon underground utility data as provided by the City and other utilities. Where required, the City may be asked to conduct potholing to confirm location and depth of critical pipes onsite. An allowance of $20,000 has been included for site survey by a sub-consultant.

Task 2-2: Existing Intake Records

As part of this task, CDM Smith will review existing records on existing intake and Lake bottom data that will be used in the design of the new intake. The scope for a bathymetric survey will be developed based on the design concept for the new intake (discussed later in the Scope of Services).

Task 2-3: ClariCone Structural Inspection

As part of this task, CDM Smith will oversee non-destructive tests on the ClariCones to assess condition of the tanks, welds and coatings. CDM Smith will also review the functionality and performance of valves and other mechanical components of the ClariCones. We have included a $8,000 allowance for CB&I to conduct an assessment of existing ClariCones and issue a report to the City and CDM Smith.

Task 2-4: Finished Water Reservoir Structural Inspection

If the City is able to drain the Finished Water Reservoir, CDM Smith can complete a dry structural inspection. Alternatively, the City may elect to use their remote operated vehicle (ROV) to perform the visual inspection of the reservoir under the direction of CDM Smith staff as part of this task. The dry or ROV inspection will provide an assessment of the condition of the Reservoir. Prior to the inspection, the reservoir will be evaluated to develop an operational procedure to isolate each cell individually for inspection. The evaluation will also include the information required for the City to procure a Special Exception Permit (SEP) from the IEPA.

Task 2-5: Lagoon System Evaluation

Perform a process, structural, functional, and regulatory evaluation of the: blowdown pumps, piping and valves; sludge vault pumps, piping, and valves; sludge lagoons; and supernatant recycle pumps and piping.

Task 2-6: Regulatory Compliance Investigation

Perform an inspection of the plant to document non-compliance with Ten State Standards for Water Works and 35 IAC 654. Areas included as part of the regulatory compliance investigation include:

- ClariCones
- Lime Softening process
- Recorbonation Basins
- Chemical Feed Building
- Filters (Old and New)

- Chlorine disinfection
- Clearwell
- Reclamation Basin
- Intake (Lake Bloomington)
- Sludge lagoons

Task 2-7: Preliminary Geotechnical Investigation

CDM Smith will retain and coordinate the services of a geotechnical investigation firm to conduct limited borings and develop a basis of design recommendation for foundations, excavation protection, dewatering, and other underground requirements. An allowance of $15,000 has been included for geotechnical investigations as part of this Project.

Task 3: Pre-Design Report

The purpose of this task is to develop a pre-design report will be used as the basis for the detailed design. The report will include the following:

- Summary of the City's objectives and goals for the project.
- List of design criteria (e.g., basis of design flows, chemical doses, operating parameters, etc.). The design criteria will include design and performance criteria for the existing facilities as well as the proposed improvements.
- Descriptions of the recommended improvements from each of the project Special Studies as described in Tasks 4 through 14 below
- Summary of overall WTP hydraulics for the proposed improvements at the minimum, average, and maximum WTP flows
- Summary of the major existing facility components to include condition, age, functionality, performance, and regulatory compliance along with a definition of need for each recommended improvement.
- Overall WTP site utilization plan
- Project implementation plan, including discussion of phased sequencing of WTP improvements and maintenance of plant operations (MOPO)
- Schematics, layouts and process flow diagrams for the proposed improvements.
- Opinion of probable construction cost (OPCC) – Class 4 estimate, as defined by the Association for the Advancement of Cost Estimating (AACE). An AACE Class 4 estimate is defined as having a variation of actual costs from the cost estimate after application of the contingency with a range of -30% to +50% for a given scope.
- Implementation schedule for the recommended improvements, which will be based on and include references to the definitions of need for improvements, phased sequencing and maintenance of plant operations (MOPO).

After submission of the draft pre-design report, CDM Smith will lead a review workshop with City staff to review the draft report. CDM Smith will finalize and submit the final Pre-Design Study report based upon comments received during the review workshop.

Task 4: Special Study #1 – WTP Hydraulic Analysis and Refinements

This task includes review and update of the plant-wide hydraulic analysis from Lake to finished water pumping and incorporate blending options for the wells. Critical to this analysis is the use of the hydraulic profile to evaluate the different options for improvements within the treatment process.

Task 4-1: Kickoff Workshop

CDM Smith will conduct a kickoff workshop specific to the WTP Hydraulic Analysis. The purpose of this workshop will be to review the data collected in Task 2, outline CDM Smith's approach for evaluating the WTP hydraulics, and finalize the workplan for this Task jointly with the City.

Task 4-2: Hydraulic Capacity Analysis

CDM Smith will utilize Visual Hydraulics to hydraulically model flow through the Bloomington WTP. The hydraulic model will include the treatment process trains, potable water and waste treatment. The model will be used to evaluate alternative improvements to the WTP including:

- Alternatives for bypassing the existing recarbonation basins (Task 5)
- Alternatives for influent flow split to the north and south ClariCones to achieve better flow distribution (Task 7)
- Alternatives for eliminating the old plant filters and expanding the filters in the main process building (Task 8)
- Alternatives for conveying settled water flow to the new filter basins to eliminate hydraulic bottlenecks, and to eliminate single points of failure with conveyance piping (Task 8)
- Alternatives for improving water conveyance to and from the finished water reservoir (Task 11)
- Alternatives for conveying filtered water to and from the clearwell, including new parallel pipelines, to improve hydraulics and eliminate single points of failure with conveyance piping

CDM Smith will prepare a technical memorandum summarizing the results of the hydraulic modeling to include assumptions, calculation methodologies and results for the hydraulic analyses in tabular and drawing format. The memo will include a summary of overall WTP hydraulics for the proposed improvements at the minimum, average, and maximum WTP flows. Documentation will include actual and required component capacities as well as system capacities for WTP processes.

Task 4-3: Technical Virtual Meeting

CDM Smith will conduct a virtual meeting with key technical staff from the City and the project team to review the findings and recommendations. Minutes from the meeting will be prepared by CDM Smith and submitted to the City.

Task 5: Special Study #2 – Recarbonation Basin Bypass

The City desires to implement a new flow by-pass of the recarbonation basins to eliminate an existing hydraulic bottleneck that restricts the flow through the treatment process and incorporate in-pipe recarbonation. This task includes evaluating alternatives to implement this improvement. This task is scheduled for early completion due to the immediate needs that the City has for eliminating the hydraulic bottlenecks caused by the existing system.

Task 5-1: Kickoff Workshop

CDM Smith will conduct a kickoff workshop specific to the Recarbonation Basin Bypass Analysis. The purpose of this workshop will be to review the data collected in Task 2, outline CDM Smith's approach for evaluating the proposed improvements, and finalize the workplan for this Task jointly with the City.

Task 5-2: Recarbonation Bypass Analysis

Under this task, CDM Smith will perform the following:

- Identify and evaluate up to three alternative routes for implementing a bypass of the existing recarbonation basins.
- Concept-level layout showing the alternatives.
- The hydraulic model developed under Task 4 will be utilized to evaluate the hydraulic impacts of each alternative.
- Improvements necessary to achieve good in-pipe recarbonation will be identified.
- The alternatives will be evaluated with respect to:
    - Conceptual-level comparative costs (order of magnitude)
    - Constructability
    - Impacts to operations
    - Reliability
    - Other considerations
- CDM Smith will prepare a technical memorandum summarizing the results of the analyses and providing recommended improvements.

Task 5-3: Technical Virtual Meeting

CDM Smith will conduct a virtual meeting with key technical staff from the City and the project team to review the findings and recommendations. Minutes from the meeting will be prepared by CDM Smith and submitted to the City.

Task 6: Special Study #3 – Intake and Raw Water Pumping Improvements

The 2019 Water System Masterplan identified significant issues with the existing intake and raw water pumping systems at the Bloomington WTP. As a result, the City desires to implement new intake and raw water pump station improvements. This task includes evaluating alternatives to implement these improvements.

Task 6-1: Kickoff Workshop

CDM Smith will conduct a kickoff workshop specific to the Intake and Raw Water Pumping Improvements Analysis. The purpose of this workshop will be to review the data collected in Task 2, outline CDM Smith's approach for evaluating the proposed improvements, and finalize the workplan for this Task jointly with the City.

Task 6-2: Intake and Raw Water Pumping Analysis

Under this task, CDM Smith will perform the following:

- Identify major components for the intake (screens, piping, destratification system) and raw water pumping systems.
- Identify and evaluate up to three alternative locations for implementing new intake and raw water pumping systems.
- Develop concept-level equipment layout for alternatives.
- The alternatives will be evaluated with respect to:
    - Conceptual-level comparative costs (order of magnitude)
    - Constructability
    - Impacts to operations
    - Reliability
    - Other considerations
- CDM Smith will prepare a technical memorandum summarizing the results of the analyses and providing recommended improvements.

Task 6-3: Technical Virtual Meeting

CDM Smith will conduct a virtual meeting with key technical staff from the City and the project team to review the findings and recommendations. Minutes from the meeting will be prepared by CDM Smith and submitted to the City.

Task 7: Special Study #4 – Pretreatment Improvements

The need for various improvements to the ClariCone pretreatment basins was identified during the 2019 Water System Masterplan, including:

- Rehabilitating or replacing instruments for pH, turbidity, sludge blanket, and level to increase the reliability and control of the softening process
- Implementing new individual flow meters for ClariCones 1 and 2
- Adding a redundant slurry discharge pump

This task includes evaluating alternatives to implement these improvements.

Task 7-1: Kickoff Workshop

CDM Smith will conduct a kickoff workshop specific to the Pretreatment Improvements Analysis. The purpose of this workshop will be to review the data collected in Task 2, outline CDM Smith's approach for evaluating the proposed improvements, and finalize the workplan for this Task jointly with the City.

Task 7-2: Pretreatment Improvements Analysis

Under this task, CDM Smith will perform the following:

- Identify and evaluate recommended pretreatment improvements described herein.
- Concept-level equipment layout for proposed alternatives.
- The hydraulic model developed under Task 4 will be utilized to evaluate the hydraulic impacts of each alternative.
- Alternatives (where feasible) will be evaluated with respect to:
    - Conceptual-level comparative costs (order of magnitude)
    - Constructability

- Impacts to operations
- Reliability
- Other considerations

- CDM Smith will prepare a technical memorandum summarizing the results of the analyses and providing recommended improvements.

Task 7-3: Technical Virtual Meeting

CDM Smith will conduct a virtual meeting with key technical staff from the City and the project team to review the findings and recommendations. Minutes from the meeting will be prepared by CDM Smith and submitted to the City.

Task 8: Special Study #5 – Filter Expansion Improvements

The Old Plant filters in the 1929 WTP structure need significant improvements or replacement. In addition, the 2019 Water System Masterplan identified several areas of improvement that were recommended for the Main Process Building filters, including: hydraulic bottlenecks, aging valves and instruments, unlevel filter troughs, inadequate provisions for air release in the backwash water supply, and the inability to filter-to-waste. This task includes evaluating alternatives to implement these improvements.

Task 8-1: Kickoff Workshop

CDM Smith will conduct a kickoff workshop specific to the Filter Expansion Improvements Analysis. The purpose of this workshop will be to review the data collected in Task 2, outline CDM Smith's approach for evaluating the proposed improvements, and finalize the workplan for this Task jointly with the City.

Task 8-2: Filter Expansion Improvements Analysis

Under this task, CDM Smith will perform the following:

- Identify and evaluate the following filter improvements:
  - Filter expansion
  - Filter-to-waste
  - Air scour
- Identify and evaluate alternative locations for implementing the filter expansion.
- Utilize the hydraulic model developed under Task 4 to identify hydraulic bottlenecks associated with the filter systems.
- Document additional filtration improvements, such as aging valves and instruments.
- Review the backwash system and provide recommendations for improvement.
- Develop concept-level equipment layout for alternatives.
- The alternatives will be evaluated with respect to:
  - Conceptual-level comparative costs (order of magnitude)
  - Constructability
  - Impacts to operations
  - Reliability
  - Other considerations

- CDM Smith will evaluate the addition of UV disinfection at the WTP for finished water disinfection, and how that system can be integrated with the existing and new filters, either as an integrated system or standalone system downstream of the filters.
- CDM Smith will prepare a technical memorandum summarizing the results of the analyses and providing recommended improvements.

Task 8-3: Technical Virtual Meeting

CDM Smith will conduct a virtual meeting with key technical staff from the City and the project team to review the findings and recommendations. Minutes from the meeting will be prepared by CDM Smith and submitted to the City.

Task 9: Special Study #6 – Implementation of Groundwater Supply Improvements

The City has constructed two new deep wells adjacent to the WTP site to provide additional raw water supply to control nitrate levels in the finished water and to provide additional water supply during times of drought. Provisions for pumping, conveying, and blending the well water supply into the existing Bloomington WTP are required. This task includes evaluating alternatives to implement these improvements. This task is directly related to work underway with the Radium and Corrosion Studies.

Task 9-1: Kickoff Workshop

CDM Smith will conduct a kickoff workshop specific to the Groundwater Supply Improvements Analysis. The purpose of this workshop will be to review the data collected in Task 2, outline CDM Smith's approach for evaluating the proposed improvements, and finalize the workplan for this Task jointly with the City.

Task 9-2: Groundwater Supply Improvements Analysis

Under this task, CDM Smith will perform the following:

- Identify and evaluate alternatives for implementing the pumping, conveyance, and blending improvements described herein for the new groundwater supply.
- Concept-level equipment layout for alternatives will be developed.
- The alternatives will be evaluated with respect to:
    - Conceptual-level comparative costs (order of magnitude)
    - Constructability
    - Impacts to operations
    - Reliability
    - Other considerations
- CDM Smith will prepare a technical memorandum summarizing the results of the analyses and providing recommended improvements.

Given the addition of ground water supplies is pending the outcome of the blending study, this task will be closely coordinated with the blending study to determine how best to integrate ground water supplies.

Task 9-3: Technical Virtual Meeting

CDM Smith will conduct a virtual meeting with key technical staff from the City and the project team to review the findings and recommendations. Minutes from the meeting will be prepared by CDM Smith and submitted to the City.

Task 10: Special Study #7 – Chemical System Improvements

The 2019 Water System Masterplan identified the need for improvements with several of the existing chemical systems at the Bloomington WTP, including:

- New chlorine gas system scrubber (currently under design).
- Review possibility to convert existing chlorine gas system to hypochlorite.
- Upgraded ammonia system (currently under design)
- New powdered activated carbon (PAC) system
- Improved ventilation for the fluoride room
- New de-grit system for the lime feed
- Improved chemical containment, day tanks, and calibration columns for various chemical systems.

This task includes evaluating alternatives to implement improvements to the PAC, fluoride, carbon dioxide, ferric, polymer, and lime systems.

Task 10-1: Kickoff Workshop

CDM Smith will conduct a kickoff workshop specific to the Chemical Systems Improvements Analysis. The purpose of this workshop will be to review the data collected in Task 2, outline CDM Smith's approach for evaluating the proposed improvements, and finalize the workplan for this Task jointly with the City.

Task 10-2: Chemical Systems Improvements Analysis

Under this task, CDM Smith will perform the following:

- Identify and evaluate alternatives for implementing the chemical systems improvements described herein.
- Concept-level equipment layout for improvements will be developed.
- The alternatives will be evaluated with respect to:
    - Conceptual-level comparative costs (order of magnitude)
    - Constructability
    - Impacts to operations
    - Reliability
    - Other considerations
- CDM Smith will prepare a technical memorandum summarizing the results of the analyses and providing recommended improvements.

Task 10-3: Technical Virtual Meeting

CDM Smith will conduct a virtual meeting with key technical staff from the City and the project team to review the findings and recommendations. Minutes from the meeting will be prepared by CDM Smith and submitted to the City.

Task 11: Special Study #8 – Finished Water Storage and Pumping Improvements

The City desires to evaluate improvements to improve the reliability of the finished water storage and pumping systems at the Bloomington WTP, including additional finished water storage, redundant conveyance piping, finished water pump improvements, and backwash pump improvements. This task includes evaluating these systems to identify proposed improvements.

Task 11-1: Kickoff Workshop

CDM Smith will conduct a kickoff workshop specific to the Finished Water Storage and Pumping Improvements Analysis. The purpose of this workshop will be to review the data collected in Task 2, outline CDM Smith's approach for evaluating the proposed improvements, and finalize the workplan for this Task jointly with the City.

Task 11-2: Finished Water Storage and Pumping Improvements Analysis

Under this task, CDM Smith will perform the following:

- Evaluate the finished water storage needs for the Bloomington WTP based upon recommendations from the American Water Works Association, Recommended Standards for Water Works (10 States Standards), Illinois Title 35 Statutes, and other published authoritative resources.
- Identify and evaluate improvements in increase the reliability of the finished water storage and pumping systems.
- Utilize the hydraulic model developed under Task 4 to evaluate the hydraulic impact of conveyance piping improvements.
- Concept-level layout will be developed.
- The alternatives will be evaluated with respect to:
    - Conceptual-level comparative costs (order of magnitude)
    - Constructability
    - Impacts to operations
    - Reliability
    - Other considerations
- CDM Smith will prepare a technical memorandum summarizing the results of the analyses and providing recommended improvements.

Task 11-3: Technical Virtual Meeting

CDM Smith will conduct a virtual meeting with key technical staff from the City and the project team to review the findings and recommendations. Minutes from the meeting will be prepared by CDM Smith and submitted to the City.

Task 12: Special Study #9 – Facility Needs and Upgrade Improvements

The 2019 Water System Master Plan identified various building facility needs to address aging infrastructure and revised building code requirements. In addition, City staff have identified space needs that are not currently addressed. Identified facility needs include:

- New laboratory room in the main WTP process building
- New lake maintenance facility
- New WTP maintenance facility
- New office and conference rooms
- Roof replacements
- Firewall penetration improvements
- Resealing of window, door, and louver penetrations
- HVAC improvements
- SCADA improvements
- Site security improvements

This task includes evaluating alternatives to implement these facility improvements.

Task 12-1: Kickoff Workshop

CDM Smith will conduct a kickoff workshop specific to the Facility Needs and Upgrade Improvements Analysis. The purpose of this workshop will be to review the data collected in Task 2, outline CDM Smith's approach for evaluating the proposed improvements, and finalize the workplan for this Task jointly with the City.

Task 12-2: Facility Needs and Upgrade Improvements Analysis

Under this task, CDM Smith will perform the following:

- Identify and evaluate alternatives for implementing the facility improvements described herein.
- Architectural space programming to include a detailed development of the functional and operation requirements for each area involved in the existing facility as recommended. The replacement park district storage shed is outside the scope of this report.
- Concept-level equipment layout for alternatives will be developed.
- The alternatives will be evaluated with respect to:
    - Conceptual-level comparative costs (order of magnitude)
    - Constructability
    - Impacts to operations
    - Reliability
    - Other considerations
    - Disposition of the 1929 Water Plant Annex facility after all recommendations have been considered.
- CDM Smith will prepare a technical memorandum summarizing the results of the analyses and providing recommended improvements.

Task 12-3: Technical Virtual Meeting

CDM Smith will conduct a virtual meeting with key technical staff from the City and the project team to review the findings and recommendations. Minutes from the meeting will be prepared by CDM Smith and submitted to the City.

Task 13: Special Study #10 – Electrical System Improvements

The existing electrical equipment at the Bloomington WTP is approaching or has already reached the end of its design life and is becoming more difficult to maintain due to lack of availability of replacement parts. The 2019 Water System Master Plan identified utility transformers, motor control centers, and variable speed drives that require expedited replacement. Various additional improvements to the electrical systems were proposed that would increase overall WTP reliability, such as standby power improvements, additional high service pump variable speed drives, new fire alarm system, and new grounding system. This task includes evaluating alternatives to implement these facility improvements.

Task 13-1: Kickoff Workshop

CDM Smith will conduct a kickoff workshop specific to the Electrical System Improvements Analysis. The purpose of this workshop will be to review the data collected in Task 2, outline CDM Smith's approach for evaluating the proposed improvements, and finalize the workplan for this Task jointly with the City.

Task 13-2: Electrical System Improvements Analysis

Under this task, CDM Smith will perform the following:

- Identify and evaluate alternatives for implementing the electrical improvements described herein.
- Concept-level equipment layout for alternatives will be developed.
- The alternatives will be evaluated with respect to:
    - Conceptual-level comparative costs (order of magnitude)
    - Constructability
    - Impacts to operations
    - Reliability
    - Other considerations
- CDM Smith will prepare a technical memorandum summarizing the results of the analyses and providing recommended improvements.

Task 13-3: Technical Virtual Meeting

CDM Smith will conduct a virtual meeting with key technical staff from the City and the project team to review the findings and recommendations. Minutes from the meeting will be prepared by CDM Smith and submitted to the City.

Task 14: Special Study #11 – Site Planning, Phasing, and MOPO

Several treatment basin structures at the WTP have reached the end of their useful life and have been abandoned or taken out of service. The proposed WTP improvements may result in additional aging structures being removed from service. In addition, the proposed improvements will require interconnections to existing facilities that can impact on-going WTP operations. This task provides a

review of proposed improvements for the Bloomington WTP to provide overall strategy for site planning, phasing, and maintenance of WTP operations (MOPO).

Task 14-1: Kickoff Workshop

CDM Smith will conduct a kickoff workshop specific to the Site Planning, Phasing, and MOPO Analysis. The purpose of this workshop will be to review the data collected in Task 2, outline CDM Smith's approach for evaluating the proposed improvements, and finalize the workplan for this Task jointly with the City.

Task 14-2: Site Planning, Phasing, and MOPO Analysis

Under this task, CDM Smith will perform the following:

- Develop overall site use plans for the Bloomington WTP highlighting phase improvement plans.
- Develop a phasing schedule for the proposed improvements, including conceptual-level costs for each phase.
- Identify improvements whose construction has the potential to negatively impact WTP operations. Provide MOPO strategies to address these negative impacts to maintain an acceptable level of WTP operations throughout the construction phases.
- CDM Smith will prepare a technical memorandum summarizing the results of the analyses and providing recommended improvements.

Task 14-3: Virtual Meeting

CDM Smith will conduct a virtual meeting with key technical staff from the City and the project team to review the findings and recommendations. Minutes from the meeting will be prepared by CDM Smith and submitted to the City.

Assumptions for Fee

In addition to the assumptions noted in above scope of work, the following assumptions have been made in the development of the fee estimate:

- Virtual meetings are assumed for all workshops/meetings
- Task kickoff and review workshops/meetings may be combined between tasks where applicable and feasible.
- Schematic level layouts/schematics will be developed for the technical memoranda and Pre-Design Report. No P&IDs will be included in the fee estimate
- Allowances have been included for survey, geotechnical, and CB&I ClariCone inspections as noted in above scope of work.

EXHIBIT B
PAYMENT TERMS

Total compensation for all employee compensation, overhead, and expenses, plus fixed fee not to exceed $823,495.00 with amounts for invoicing in accordance with IDOT Local Agency Cost Plus Fixed Fee as follows:

Direct Salaries not to exceed $252,859.49

Payroll & Overhead not to exceed $440,784.66
(based on the current IDOT audited overhead rate of 174.32% for CDM Smith Inc. - see attached letter)

Fixed Fee not to exceed $76,300.86
(based on 11% of Direct Salaries plus Payroll & Overhead)

In House Direct Costs not to exceed $10,550.00

Services by Others not to exceed $43,000.00
(based on $20,000.00 for Site Survey, $15,000.00 for Geotechnical Investigation, and $8,000.00 for Clarifier Assessment)

Total compensation is as further detailed by task items below.

ion and Site Visits	8	10	10	8	8				10		0	8	8		32	32		16	24			16					208	$ 30,0
Task Management		4																									4	$
e and review work		12	2	8					4																		26	$ 4,0
lic survey of plant		0	4						8		8																20	$ 3,0
Recommendations	2	16	1	2																							21	$ 3,0
Data for New Intake																												
Task Management	2	2																									4	$
e and review work		4																									4	$
Recommendations	2	4	2	16								16															40	$ 6,0
Task Management	2	4																									6	$ 1,0
e and review work		8	2																								10	$ 1,0
Recommendations	2	8	8									16										8					42	$ 6,0
ural Inspection																												
erform Inspection		4					8																				12	$ 1,0
e and review work		12					2																				14	$ 2,0
Recommendations	1	16	2				12	2				8															41	$ 6,0
erform evaluation	4																										4	$ 1,0
Recommendations	2	8	16									24															50	$ 8,0
tion																												
erform evaluation	4		16							24		40															84	$ 11,0
Recommendations	2	8	16							12		24			8												70	$ 11,0
gation																												
Task Management		4																									4	$
e and review work	2	12					8																				22	$ 3,0
Recommendations	1	16																									17	$ 3,0
K 2 SUBTOTAL	**34**	**158**	**85**	**34**	**8**	**0**	**30**	**2**	**28**	**36**	**8**	**136**	**8**	**0**	**40**	**32**	**0**	**16**	**24**	**0**	**0**	**24**	**0**	**0**	**0**	**0**	**703**	**$117,**
Report	16	24	24	8	16	4	16	2	16			8	16	2	8	16	2	8	40			8		12	12	16	274	$ 48,0
OPCC	4	4	8		4		4		8		2	24	2		2	2				8	40						112	$ 18,0
Workshop	4	4	4		2				2		2		2		2			2									24	$ 4,0
K 3 SUBTOTAL	**24**	**32**	**36**	**8**	**22**	**4**	**20**	**2**	**26**	**0**	**4**	**32**	**20**	**2**	**12**	**18**	**2**	**10**	**40**	**8**	**40**	**8**	**0**	**12**	**12**	**16**	**410**	**$ 71,0**
HYDRAULIC ANALYSIS AND REFINEMENTS																												
Kickoff Meeting	1	2	2						2																		7	$ 1,0
TM	2	8	16						80	80									0				16				202	$ 31,0
Virtual Workshop	1	2	4						4																		11	$ 2,0
K 4 SUBTOTAL	**4**	**12**	**22**	**0**	**0**	**0**	**0**	**0**	**86**	**80**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**16**	**0**	**0**	**0**	**220**	**$ 35,0**
RBONATION BASIN BYPASS																												
Kickoff Meeting	1	2	2	2					2																		9	$ 1,0
alysis																												
TM	2	8	8	24					40	80									0			4			4		150	$ 23,0
Workshop	2	2	4	4					4	4																	20	$ 3,0
K 5 SUBTOTAL	**5**	**12**	**14**	**30**	**0**	**0**	**0**	**0**	**46**	**64**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**4**	**0**	**0**	**4**	**0**	**179**	**$ 28,5**
E AND RAW WATER PUMPING IMPROVEMENTS																												
Kickoff Meeting	1	2	2	2							2	2										1					12	$ 2,0
Analysis																												
TM	16	16	16	16	16		24	2			24	120	8	2	12	40	2	8	16	4	16	8	8		4		378	$ 56,0
Workshop	2	2	4		2						4	2	1		1	1		1	1								21	$ 3,0
K 6 SUBTOTAL	**19**	**20**	**22**	**18**	**18**	**0**	**24**	**2**	**0**	**0**	**30**	**124**	**9**	**2**	**13**	**41**	**2**	**9**	**17**	**4**	**16**	**9**	**8**	**0**	**4**	**0**	**411**	**$ 63,1**
REATMENT IMPROVEMENTS																												
Kickoff Meeting	1	2	2						2						1	1											9	$ 1,0
alysis																												
TM	4	8	20						24	60					8			8				12		4			148	$ 24,0
Workshop	2	2	4						8						1	1		1	1			1					21	$ 4,0
K 7 SUBTOTAL	**7**	**12**	**26**	**0**	**0**	**0**	**0**	**0**	**34**	**60**	**0**	**0**	**0**	**0**	**10**	**2**	**0**	**9**	**1**	**0**	**0**	**13**	**0**	**4**	**0**	**0**	**178**	**$ 30,1**
R EXPANSION IMPROVEMENTS																												
Kickoff Meeting	1	2	2						2				1		1	1		1	1			1					13	$ 2,0
Analysis																												
TM	16	16	24		16		24	2	40	160			8	2	12	24	2	8	16	2	12	16		8	8		416	$ 61,0
Workshop	2	2	2		1				8				1		1	1		1	1			1					21	$ 3,0
K 8 SUBTOTAL	**19**	**20**	**28**	**0**	**17**	**0**	**24**	**2**	**50**	**160**	**0**	**0**	**10**	**2**	**14**	**26**	**2**	**10**	**18**	**2**	**12**	**18**	**0**	**8**	**8**	**0**	**450**	**$ 68,2**
EMENTATION OF GROUNDWATER SUPPLY IMPROVEMENTS																												
Kickoff Meeting	1	2	2	2							2	4			1	1											15	$ 2,0
nts Analysis																												
TM	8	8	24	32								100			8	40		4	8			8	8		8		256	$ 39,0
Workshop	1	2	2	2							2	4			1	1		1	1			1					18	$ 3,0
K 9 SUBTOTAL	**10**	**12**	**28**	**36**	**0**	**0**	**0**	**0**	**0**	**0**	**4**	**108**	**0**	**0**	**10**	**42**	**0**	**5**	**9**	**0**	**0**	**9**	**8**	**0**	**8**	**0**	**289**	**$ 45,1**
MICAL SYSTEM IMPROVEMENTS																												
Kickoff Meeting	1	2	2							2		2	1		1	1		1	1								14	$ 2,0
TM	4	6	32		16				24	120		80	16	2	4	12		12	24			16		8			376	$ 52,0
Workshop	1	2	4						8				1		1	1		1	1			1					21	$ 4,0
10 SUBTOTAL	**6**	**10**	**38**	**0**	**16**	**0**	**0**	**0**	**32**	**122**	**0**	**82**	**18**	**2**	**6**	**14**	**0**	**14**	**26**	**0**	**0**	**17**	**0**	**8**	**0**	**0**	**411**	**$ 58,0**
SHED WATER STORAGE AND PUMPING IMPROVEMENTS																												
Kickoff Meeting	1	2	2									4			1	1											11	$ 1,0
s																												
TM	4	16	16	16			16	1	16			80			4	8						8	4				189	$ 27,0
Workshop	1	2	4									8			1	1		1	1			1					20	$ 3,0
11 SUBTOTAL	**6**	**20**	**22**	**16**	**0**	**0**	**16**	**1**	**16**	**0**	**0**	**92**	**0**	**0**	**6**	**10**	**0**	**1**	**1**	**0**	**0**	**9**	**4**	**0**	**0**	**0**	**220**	**$ 32,5**
LITY NEEDS AND UPGRADE IMPROVEMENTS																												
Kickoff Meeting	1	2	2		2							1			1	1		1	1			1					13	$ 2,0
alysis																												
TM	8	32	12		80	4	24	2				52	4	12	40			24	80	2	16	8			2		402	$ 63,0
Workshop	2	2	2		2							1		1	1			1	1			1					14	$ 2,0
12 SUBTOTAL	**11**	**36**	**16**	**0**	**84**	**4**	**24**	**2**	**0**	**0**	**0**	**54**	**4**	**14**	**42**	**0**	**26**	**82**	**2**	**16**	**10**	**0**	**0**	**2**	**0**		**429**	**$ 68,0**
CTRICAL SYSTEM IMPROVEMENTS																												
Kickoff Meeting	1	2	2											4	4												13	$ 2,0
TM	4	8	4		4									32	110	4	4	8	2	16							196	$ 30,0
Workshop	1	2	2											4	4	2	2	2				2					21	$ 4,0
13 SUBTOTAL	**6**	**12**	**8**	**0**	**4**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**40**	**118**	**6**	**6**	**10**	**2**	**16**	**2**	**0**	**0**	**0**	**0**		**230**	**$ 37,0**
E PLANNING, PHASING, AND MOPO																												
Kickoff Meeting	1	2	2		1							1		1	1			1	1								11	$ 2,0
PO Report																												
TM	16	16	24		8				4	24		40	4		4	12		4	8			16			2		182	$ 29,0
Workshop	2	2	2		1							1		1	1			1	1			1					13	$ 2,0
14 SUBTOTAL	**19**	**20**	**28**	**0**	**10**	**0**	**0**	**0**	**4**	**24**	**0**	**40**	**6**	**0**	**6**	**14**	**0**	**6**	**10**	**0**	**0**	**17**	**0**	**0**	**2**	**0**	**206**	**$ 33,0**
TOTAL	**240**	**512**	**429**	**160**	**187**	**8**	**138**	**11**	**340**	**554**	**46**	**624**	**135**	**12**	**185**	**367**	**12**	**122**	**238**	**18**	**100**	**140**	**36**	**32**	**40**	**56**	**4,742**	**$769,5**

Consultant Unit
Prequalification File

Mr. Steve Pasinski
CDM Smith Inc.
125 South Wacker Drive, 700
Chicago, IL 60606

Dear Mr. Pasinski:

We have completed our review of your "Statement of Experience and Financial Condition" (SEFC) which you submitted for the fiscal year ending December 29, 2018. Your firm's total annual transportation fee capacity will be $38,400,000.

Your firm's NAU office rate of 174.32%, NAU field CEI rate of 142.53% as well as your firm's NAU field Non-CEI rate of 119.04% is approved on a provisional basis. The rate used in agreement negotiations may be verified by our Office of Quality Compliance and Review in a pre-award audit.

Your firm is required to submit an amended SEFC through the Engineering Prequalification & Agreement System (EPAS) to this office to show any additions or deletions of your licensed professional staff or any other key personnel that would affect your firm's prequalification in a particular category. Changes must be submitted within 15 calendar days of the change and be submitted through the Engineering Prequalification and Agreement System (EPAS).

Your firm is prequalified until December 29, 2019. You will be given an additional six months from this date to submit the applicable portions of the "Statement of Experience and Financial Condition" (SEFC) to remain prequalified.

Sincerely,

[redacted]

Jack A. Elston, P.E.
Bureau Chief
Design and Environment

CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
03/23/2021

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

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

PRODUCER
Aon Risk Services Northeast, Inc.
Boston MA Office
53 State Street
Suite 2201
Boston MA 02109 USA

CONTACT NAME:
PHONE (A/C. No. Ext): (866) 283-7122 **FAX (A/C. No.):** 800-363-0105
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A:	Commerce & Industry Ins Co	[redacted]
INSURER B:	Liberty Insurance Corporation	
INSURER C:	Lloyd's Syndicate No. 2623	
INSURER D:		
INSURER E:		
INSURER F:		

INSURED
CDM Smith Inc.
75 State Street Suite 701
Boston MA 02109 USA

COVERAGES **CERTIFICATE NUMBER:** 570086498776 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF NSURANCE 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 PERTA N, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLIC ES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PA D CLAIMS. **Limits shown are as requested**

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
B	X COMMERCIAL GENERAL LIABILITY			[redacted]	01/01/2021	01/01/2022	EACH OCCURRENCE	$2,000,000
	CLAIMS-MADE [X] OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$1,000,000
							MED EXP (Any one person)	$10,000
							PERSONAL & ADV INJURY	$2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$4,000,000
	POLICY [X] PRO-JECT [X] LOC						PRODUCTS - COMP/OP AGG	$4,000,000
	OTHER:							
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	
	ANY AUTO						BODILY INJURY (Per person)	
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	
	DED RETENTION							
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						PER STATUTE OTH-ER	
	ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? N / A (Mandatory in NH)						E.L. EACH ACCIDENT	
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE-EA EMPLOYEE	
							E.L. DISEASE-POLICY LIMIT	
C	Archit&Eng Prof			[redacted]	01/01/2021	01/01/2022	Each Claim	$2,000,000
							Aggregate	$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: For Professional Services for Water Treatment Plant Pre-Design Study.
City of Bloomington is included as Additional Insured in accordance with the policy provisions of the General Liability policy.

CERTIFICATE HOLDER

City of Bloomington
603 W. Division St.
Bloomington IL 6170 USA

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

Aon Risk Services Northeast Inc.

Holder Identifier : AD

Certificate No : 570086498776

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CITY OF Bloomington ILLINOIS

CONSENT AGENDA ITEM NO. 8.N

FOR COUNCIL: April 12, 2021

SPONSOR: Public Works Department

WARD IMPACTED: Ward 9

SUBJECT: Consideration and action to approve an Agreement between the City of Bloomington and Evoqua Water Technologies LLC for supply and delivery of treatment chemicals, for a five-year period beginning May 1, 2021, and ending April 30, 2026, as requested by the Public Works Department.

RECOMMENDED MOTION:
The proposed Agreement be approved.

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

STRATEGIC PLAN SIGNIFICANCE:
-Objective 2c. Functional, well maintained sewer collection system

BACKGROUND: Public Works is recommending the approval of the proposed agreement with Evoqua Water Technologies LLC (Evoqua) for supply and delivery of treatment chemicals to continue to address odor and control corrosion issues associated with the Grove Sewage Lift Station force main. This five-year agreement, beginning May 1, 2021, and ending April 30, 2026, will allow the City to continue the lift station treatment with the Bioxide Solution that was started in 2018.

In 2018, the Bloomington and Normal Water Reclamation District notified staff of issues related to hydrogen sulfide (H_2S) corrosion and odor in the infrastructure downstream of the force main discharge point. The City had to perform sanitary sewer lining in order to repair the pipe damage from the corrosion. Continued treatment is necessary until more extensive residential development occurs to limit further infrastructure damage associated with the corrosive nature of the H_2S. The Town of Normal uses the same product proposed by this agreement on their Airport Road Lift Station.

As part of this agreement, Evoqua will provide Bioxide Solution and perform monthly routine maintenance on the dosing equipment, optimize chemical dosing, conduct compliance sampling, and provide a written report. The amount needed per year varies depending on the sewage rate at the Grove Subdivision Lift Station.

Entering into a five-year agreement helps lock in the chemical price, ensures chemical increases are included in future budgets, provides the ability for treatment of odor issues if other lift stations experience resident concerns, and enables to the Department to obtain the necessary treatment chemical for the next five years. Therefore, the Department is confident that, by entering into a five-year agreement with Evoqua, that the best interests of the City will be protected. The unit prices are as follows:

Fiscal Year	*Price/Gallon*	*Monthly Equipment and Service Fee*
2022	$3.52	$300
2023	$3.70	$300
2024	$3.89	$300
2025	$4.08	$300
2026	$4.28	$300

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, without it, there is a potential to damage downstream sewer pipes if the lift station is left untreated.

The Sanitary Sewer Fund is an Enterprise Fund that generates fees for funding its operations. Sanitary Sewer Fund fees are intended/dedicated solely for the support of sanitary sewer services to the City, including infrastructure expenditures, such as ongoing maintenance and repairs to sanitary sewer and combined sewer infrastructure, emergency cave-ins, and sewer cleaning. 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: Payment for the purchase of treatment chemicals for the FY 2022 will be made from the Sanitary Sewer-Lift Station Supplies account (51101100-71125). This account includes $35,000 budgeted for the chemicals out of the total of $77,250 budgeted in this account for FY 2022. The treatment chemicals annual 5% increases moving forward (FY 2023 $36,750, FY 2024 $38,588, FY 2025 $40,517, FY 2026 $42,543) for a total of $193,398 budgeted over a five-year period. The Public Works Department will budget for future fiscal years accordingly for the purchase of these chemicals. Stakeholders can locate this in the FY 2022 Proposed Budget Book titled "Other Funds & Capital Improvement" on page 96.

COMMUNITY DEVELOPMENT IMPACT: Goal UEW-1. Provide quality public infrastructure within the City to protect public health, safety and the environment, Objective UEW-1.7. Reliable and efficient collections systems (sanitary sewer, combined sewer, and storm sewer systems) to protect public health, safety and the environment.

Respectfully submitted for Council consideration.

Prepared by: Jim Karch, Assistant City Engineer

Reviewed by:

Kevin Kothe, Director of Public Works 3/31/2021

Carla Murillo, Procurement Manager 4/6/2021

Chris Tomerlin, Budget Manager 4/6/2021

Jeffrey R. Jurgens, Corporation Counsel 4/7/2021

Tara Henry, Legislative Assistant 4/7/2021

Recommended by:

Tim Gleason, City Manager

Attachments:

- PW 10B Agreement_Treatment Chemical Contract for Sewer Lift Stations 041221
- PW 10C LSJF Treatment Chemical Contract for Sewer Lift Stations 041221

EVOQUA
WATER TECHNOLOGIES

March 26, 2021

Mr. Ward Snarr, P.E.
City of Bloomington Public Works
PO Box 3157
Bloomington, IL 61702
Office: (309) 434-2225
Email: wsnarr@cityblm.org

RE: FIVE-YEAR FULL-SERVICE ODOR CONTROL PROGRAM
CITY OF BLOOMINGTON, IL - GROVE LS
Evoqua Quote No. Q210301GU1r3

Dear Mr. Snarr:

Evoqua is pleased to offer a five-year Full-Service Odor Control Program at the Grove Lift Station force main segment of the City's wastewater conveyance system. The below pricing will be effective May 1, 2021 through April 30, 2026. The contract price will be reviewed 3 months prior to year-end every year and any price increase will be exercised with mutual agreement by both parties.

Year 1	**Effective Dates: May 1, 2021 through April 30, 2022**	
	Bioxide® Solution:	$3.52/gallon*
	Equipment and Service Fee:	$300/month
Year 2	**Effective Dates: May 1, 2022 through April 30, 2023**	
	Bioxide® Solution:	$3.70/gallon*
	Equipment and Service Fee:	$300/month
Year 3	**Effective Dates: May 1, 2023 through April 30, 2024**	
	Bioxide® Solution:	$3.89/gallon*
	Equipment and Service Fee:	$300/month
Year 4	**Effective Dates: May 1, 2024 through April 30, 2025**	
	Bioxide® Solution:	$4.08/gallon*
	Equipment and Service Fee:	$300/month
Year 5	**Effective Dates: May 1, 2025 through April 30, 2026**	
	Bioxide® Solution:	$4.28/gallon*
	Equipment and Service Fee:	$300/month

*Bioxide® Solution will be delivered in minimum 1,200 gallon-bulk loads. All deliveries require 5-7 business days' notice from receipt of purchase order. Price includes delivery, Prepaid (PPD)

An Evoqua service technician will visit the site to perform routine maintenance on the dosing equipment, optimize chemical dosing, conduct compliance sampling and provide a written report. On-site routine maintenance service will be scheduled in advance and include, but not be limited to the following:

- Provide monthly maintenance and optimization services. Routine Service shall include, but not be limited to:

    1. Checking the equipment for proper operation
    2. Performing compliance sampling at the control point
    3. Performing scheduled preventative maintenance on equipment.
    4. Submitting a report outlining services and observations during the routine service visit.

All equipment will remain the property of Evoqua Water Technologies.

Evoqua Terms and Conditions are attached and considered part of this proposal and shall prevail. Any applicable taxes are not included.

The price associated with this quote will remain in effect for a period of sixty (60) days. If we are not in receipt of an order by the end of this firm price period, we reserve the right to modify the prices quoted.

Evoqua is committed to providing the highest standard of chemical quality and technical services in the industry. If you have any questions, comments, or if I can be of service to you in any way, please contact me at (941) 313-0736 or via email at Alan.Armstrong@Evoqua.com. All chemical orders can be made to our local Illinois office at: (800) 887-8710. We look forward to providing you "Best in Class" service for years to come.

Sincerely,

Evoqua Water Technologies LLC

Alan "Al" Armstrong

Alan Armstrong
Technical Sales Representative

RE: FIVE-YEAR FULL-SERVICE ODOR CONTROL PROGRAM
CITY OF BLOOMINGTON, IL - GROVE LS
Evoqua Quote No. Q210301GU1r3

Evoqua will process your order when we receive acceptance of this proposal, by signing below and returning to municipalservices@evoqua.com or via fax to: (941) 359-7985.

ACCEPTED AND APPROVED BY:

City of Bloomington, IL	**Evoqua Water Technologies LLC**
BY_____	BY [redacted]
	Jennifer R. Miller
TITLE _____	TITLE ___VP and General Manager_____
DATE _____	DATE _____
PO _____	

EVOQUA WATER TECHNOLOGIES LLC

Standard Terms of Sale

1. **Applicable Terms.** These terms govern the purchase and sale of equipment, products, related services, leased products, and media goods if any (collectively herein "Work"), referred to in Seller's proposal ("Seller's Documentation"). Whether these terms are included in an offer or an acceptance by Seller, such offer or acceptance is expressly conditioned on Buyer's assent to these terms. Seller rejects all additional or different terms in any of Buyer's forms or documents.

2. **Payment.** Buyer shall pay Seller the full purchase price as set forth in Seller's Documentation. Unless Seller's Documentation specifically provides otherwise, freight, storage, insurance and all taxes, levies, duties, tariffs, permits or license fees or other governmental charges relating to the Work or any incremental increases thereto shall be paid by Buyer. If Seller is required to pay any such charges, Buyer shall immediately reimburse Seller. If Buyer claims a tax or other exemption or direct payment permit, it shall provide Seller with a valid exemption certificate or permit and indemnify, defend and hold Seller harmless from any taxes, costs and penalties arising out of same. All payments are due within 30 days after receipt of invoice. Buyer shall be charged the lower of 1 ½% interest per month or the maximum legal rate on all amounts not received by the due date and shall pay all of Seller's reasonable costs (including attorneys' fees) of collecting amounts due but unpaid. All orders are subject to credit approval by Seller. Back charges without Seller's prior written approval shall not be accepted.

3. **Delivery.** Delivery of the Work shall be in material compliance with the schedule in Seller's Documentation. Unless Seller's Documentation provides otherwise, delivery terms are ExWorks Seller's factory (Incoterms 2010). Title to all Work shall pass upon receipt of payment for the Work under the respective invoice. Unless otherwise agreed to in writing by Seller, shipping dates are approximate only and Seller shall not be liable for any loss or expense (consequential or otherwise) incurred by Buyer or Buyer's customer if Seller fails to meet the specified delivery schedule.

4. **Ownership of Materials and Licenses.** All devices, designs (including drawings, plans and specifications), estimates, prices, notes, electronic data, software and other documents or information prepared or disclosed by Seller, and all related intellectual property rights, shall remain Seller's property. Seller grants Buyer a non-exclusive, non-transferable license to use any such material solely for Buyer's use of the Work. Buyer shall not disclose any such material to third parties without Seller's prior written consent. Buyer grants Seller a non-exclusive, non-transferable license to use Buyer's name and logo for marketing purposes, including but not limited to, press releases, marketing and promotional materials, and web site content.

5. **Changes.** Neither party shall implement any changes in the scope of Work described in Seller's Documentation without a mutually agreed upon change order. Any change to the scope of the Work, delivery schedule for the Work, any Force Majeure Event, any law, rule, regulation, order, code, standard or requirement which requires any change hereunder shall entitle Seller to an equitable adjustment in the price and time of performance.

6. **Force Majeure Event.** Neither Buyer nor Seller shall have any liability for any breach or delay (except for breach of payment obligations) caused by a Force Majeure Event. If a Force Majeure Event exceeds six (6) months in duration, the Seller shall have the right to terminate the Agreement without liability, upon fifteen (15) days written notice to Buyer, and shall be entitled to payment for work performed prior to the date of termination. "Force Majeure Event" shall mean events or circumstances that are beyond the affected party's control and could not reasonably have been easily avoided or overcome by the affected party and are not substantially attributable to the other party. Force Majeure Event may include, but is not limited to, the following circumstances or events: war, act of foreign enemies, terrorism, riot, strike, or lockout by persons other than by Seller or its sub-suppliers, natural catastrophes or (with respect to on-site work), unusual weather conditions.

7. **Warranty.** Subject to the following sentence, Seller warrants to Buyer that the (i) Work shall materially conform to the description in Seller's Documentation and shall be free from defects in material and workmanship and (ii) the Services shall be performed in a timely and workmanlike manner. Determination of suitability of treated water for any use by Buyer shall be the sole and exclusive responsibility of Buyer. The foregoing warranty shall not apply to any Work that is specified or otherwise demanded by Buyer and is not manufactured or selected by Seller, as to which (i) Seller hereby assigns to Buyer, to the extent assignable, any warranties made to Seller and (ii) Seller shall have no other liability to Buyer under warranty, tort or any other legal theory. The Seller warrants the Work, or any components thereof, through the earlier of (i) eighteen (18) months from delivery of the Work or (ii) twelve (12) months from initial operation of the Work or ninety (90) days from the performance of services (the "Warranty Period"). If Buyer gives Seller prompt written notice of breach of this warranty within the Warranty Period, Seller shall, at its sole option and as Buyer's sole and exclusive remedy, repair or replace the subject parts, re-perform the Service or refund the purchase price. Unless otherwise agreed to in writing by Seller, (i) Buyer shall be responsible for any labor required to gain access to the Work so that Seller can assess the available remedies and (ii) Buyer shall be responsible for all costs of installation of repaired or replaced Work. If Seller determines that any claimed breach is not, in fact, covered by this warranty, Buyer shall pay Seller its then customary charges for any repair or replacement made by Seller. Seller's warranty is conditioned on Buyer's (a) operating and maintaining the Work in accordance with Seller's instructions, (b) not making any unauthorized repairs or alterations, and (c) not being in default of any payment obligation to Seller. Seller's warranty does not cover (i) damage caused by chemical action or abrasive material, misuse or improper installation (unless installed by Seller) and (ii) media goods (such as, but not limited to, resin, membranes, or granular activated carbon media) once media goods are installed. THE WARRANTIES SET FORTH IN THIS SECTION 7 ARE THE SELLER'S SOLE AND EXCLUSIVE WARRANTIES AND ARE SUBJECT TO THE LIMITATION OF LIABILITY PROVISION BELOW. SELLER MAKES NO OTHER WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR PURPOSE.

8. **Indemnity.** Seller shall indemnify, defend and hold Buyer harmless from any claim, cause of action or liability incurred by Buyer as a result of third party claims for personal injury, death or damage to tangible property, to the extent caused by Seller's negligence. Seller shall have the sole authority to direct the defense of and settle any indemnified claim. Seller's indemnification is conditioned on Buyer (a) promptly, within the Warranty Period, notifying Seller of any claim, and (b) providing reasonable cooperation in the defense of any claim.

9. **Assignment.** Neither party may assign this Agreement, in whole or in part, nor any rights or obligations hereunder without the prior written consent of the other party; provided, however, the Seller may assign its rights and obligations under these terms to its affiliates or in connection with the sale or transfer of the Seller's business and Seller may grant a security interest in the Agreement and/or assign proceeds of the agreement without Buyer's consent.

10. **Termination.** Either party may terminate this agreement, upon issuance of a written notice of breach and a thirty (30) day cure period, for a material breach (including but not limited to, filing of bankruptcy, or failure to fulfill the material obligations of this agreement). If Buyer suspends an order without a change order for ninety (90) or more days, Seller may thereafter terminate this Agreement without liability, upon fifteen (15) days written notice to Buyer, and shall be entitled to payment for work performed, whether delivered or undelivered, prior to the date of termination.

11. **Dispute Resolution.** Seller and Buyer shall negotiate in good faith to resolve any dispute relating hereto. If, despite good faith efforts, the parties are unable to resolve a dispute or claim arising out of or relating to this Agreement or its breach, termination, enforcement, interpretation or validity, the parties will first seek to agree on a forum for mediation to be held in a mutually agreeable site. If the parties are unable to resolve the dispute through mediation, *then* any dispute, claim or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate, shall be determined by arbitration in Pittsburgh, Pennsylvania before three arbitrators who are lawyers experienced in the discipline that is the subject of the dispute and shall be jointly selected by Seller and Buyer. The arbitration shall be administered by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures. The Arbitrators shall issue a reasoned decision of a majority of the arbitrators, which shall be the decision of the panel. Judgment may be entered upon the arbitrators' decision in any court of competent jurisdiction. The substantially prevailing party as determined by the arbitrators shall be reimbursed by the other party for all costs, expenses and charges, including without limitation reasonable attorneys' fees, incurred by the prevailing party in connection with the arbitration. For any order shipped outside of the United States, any dispute shall be referred to and finally determined by the International Center for Dispute Resolution in accordance with the provisions of its International Arbitration Rules, enforceable under the New York Convention (Convention on the Recognition and Enforcement of Foreign Arbitral Awards) and the governing language shall be English.

12. **Export Compliance.** Buyer acknowledges that Seller is required to comply with applicable export laws and regulations relating to the sale, exportation, transfer, assignment, disposal and usage of the Work provided under this Agreement, including any export license requirements. Buyer agrees that such Work shall not at any time directly or indirectly be used, exported, sold, transferred, assigned or otherwise disposed of in a manner which will result in non-compliance with such applicable export laws and regulations. It shall be a condition of the continuing performance by Seller of its obligations hereunder that compliance with such export laws and regulations be maintained at all times. BUYER AGREES TO INDEMNIFY AND HOLD SELLER HARMLESS FROM ANY AND ALL COSTS, LIABILITIES, PENALTIES, SANCTIONS AND FINES RELATED TO NON-COMPLIANCE WITH APPLICABLE EXPORT LAWS AND REGULATIONS.

13. **LIMITATION OF LIABILITY.** NOTWITHSTANDING ANYTHING ELSE TO THE CONTRARY, SELLER SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE OR OTHER INDIRECT DAMAGES, AND SELLER'S TOTAL LIABILITY ARISING AT ANY TIME FROM THE SALE OR USE OF THE WORK, INCLUDING WITHOUT LIMITATION ANY LIABILITY FOR ALL WARRANTY CLAIMS OR FOR ANY BREACH OR FAILURE TO PERFORM ANY OBLIGATION UNDER THE CONTRACT, SHALL NOT EXCEED THE PURCHASE PRICE PAID FOR THE WORK. THESE LIMITATIONS APPLY WHETHER THE LIABILITY IS BASED ON CONTRACT, TORT, STRICT LIABILITY OR ANY OTHER THEORY.

14. **Rental Equipment / Services.** Any leased or rented equipment ("Leased Equipment") provided by Seller shall at all times be the property of Seller with the exception of certain miscellaneous installation materials purchased by the Buyer, and no right or property interest is transferred to the Buyer, except the right to use any such Leased Equipment as provided herein. Buyer agrees that it shall not pledge, lend, or create a security interest in, part with possession of, or relocate the Leased Equipment. Buyer shall be responsible to maintain the Leased Equipment in good and efficient working order. At the end of the initial term specified in the order, the terms shall automatically renew for the identical period unless canceled in writing by Buyer or Seller not sooner than three (3) months nor later than one (1) month from termination of the initial order or any renewal terms. Upon any renewal, Seller shall have the right to issue notice of increased pricing which shall be effective for any renewed terms unless Buyer objects in writing within fifteen (15) days of issuance of said notice. If Buyer timely cancels service in writing prior to the end of the initial or any renewal term this shall not relieve Buyer of its obligations under the order for the monthly rental service charge which shall continue to be due and owing. Upon the expiration or termination of this Agreement, Buyer shall promptly make any Leased Equipment available to Seller for removal. Buyer hereby agrees that it shall grant Seller access to the Leased Equipment location and shall permit Seller to take possession of and remove the Leased Equipment without resort to legal process and hereby releases Seller from any claim or right of action for trespass or damages caused by reason of such entry and removal.

15. **Miscellaneous.** These terms, together with any Contract Documents issued or signed by the Seller, comprise the complete and exclusive statement of the agreement between the parties (the "Agreement") and supersede any terms contained in Buyer's documents, unless separately signed by Seller. No part of the Agreement may be changed or cancelled except by a written document signed by Seller and Buyer. No course of dealing or performance, usage of trade or failure to enforce any term shall be used to modify the Agreement. To the extent the Agreement is considered a subcontract under Buyer's prime contract with an agency of the United States government, in case of Federal Acquisition Regulations (FARs) flow down terms, Seller will be in compliance with Section 44.403 of the FAR relating to commercial items and those additional clauses as specifically listed in 52.244-6, Subcontracts for Commercial Items (OCT 2014). If any of these terms is unenforceable, such term shall be limited only to the extent necessary to make it enforceable, and all other terms shall remain in full force and effect. The Agreement shall be governed by the laws of the Commonwealth of Pennsylvania without regard to its conflict of laws provisions. Both Buyer and Seller reject the applicability of the United Nations Convention on Contracts for the international sales of goods to the relationship between the parties and to all transactions arising from said relationship.

DocuSign Envelope ID: 085E1093-0D7A-4080-9AC3-B582FC8E619E

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 & #: Evoqua Water Technologies, 209	Amount: $193,398 (FY22-26)	Date: 3/29/21

Description of item/service: Treatment Chemical Agreement for Sewer Lift Stations

Justification:

In 2018, the Bloomington and Normal Water Reclamation District (BNWRD) notified staff of issues related to hydrogen sulfide (H_2S) corrosion and odor in the infrastructure downstream of the force main discharge point. The City had to perform sanitary sewer lining in order to repair the pipe damage from the corrosion. Continued treatment is necessary until more extensive residential development occurs to limit further infrastructure damage associated with the corrosive nature of the H_2S. In 2018, City staff did research into the best chemical treatment option and now has all of the treatment equipment from Evoqua installed into the Grove Sewage Lift Station. This existing equipment and positive experience along with the Town of Normal using the same product proposed by this agreement on their Airport Road Lift Station encourages the continued use of this product.

As part of this agreement, Evoqua will provide Bioxide Solution and perform monthly routine maintenance on the dosing equipment, optimize chemical dosing, conduct compliance sampling and provide a written report. The amount needed per year varies depending on the sewage rate at the Grove Subdivision Lift Station.

Entering into a five-year agreement helps lock in the chemical price, ensures chemical increases are included in future budgets, provides the ability for treatment of odor issues if other lift stations experience resident concerns, and enables to the Department to obtain the necessary treatment chemical for the next five years. Therefore, the Department is confident that by entering into a five-year agreement with Evoqua that the best interests of the City will be protected.

Public Works is recommending the approval of the proposed agreement with Evoqua Water Technologies LLC (Evoqua) for supply and delivery of treatment chemicals to continue to address odor and control corrosion issues associated with the Grove Sewage Lift Station force main. This five-year agreement will allow the City to continue the lift station treatment with the Bioxide Solution that was started in 2018.

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 4/5/2021

(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,

DocuSign Envelope ID: 085E1093-0D7A-4080-9AC3-B582FC8E619E

I concur [X] / do not concur [ ] (see below) with purchase to be a Limited Source.
Do not concur for the following reason(s):

Carla Murillo — 4/5/2021 | 1:57 PM CDT

Name and Signature of Purchasing Agent or Designee — Date

CITY OF Bloomington ILLINOIS

CONSENT AGENDA ITEM NO. 8.O

FOR COUNCIL: April 12, 2021

SPONSOR: Public Works Department

WARD IMPACTED: Ward 4, Ward 8

SUBJECT: Consideration and action to approve a Professional Services Agreement with Clark Dietz, Inc., in the amount not to exceed $536,000, for professional engineering services related to Locust Colton CSO Elimination and Water Main Replacement, Phase 4, as requested by the Public Works Department.

RECOMMENDED MOTION:
The proposed Agreement be approved.

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

STRATEGIC PLAN SIGNIFICANCE:
-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 2c. Functional, well maintained sewer collection system

BACKGROUND: Public Works is recommending the approval of a Professional Services Agreement with Clark Dietz, Inc. The project is for professional engineering services related to Locust Colton Combined Sewer Overflow (CSO) Elimination and Water Main Replacement Phase 4 project, in an amount not to exceed $536,000.

The City sewer system operates Combined Sewer Overflow (CSO) outlets near the intersection of Locust Street and Colton Avenue under a permit from the Illinois Environmental Protection Agency (IEPA). The permit includes a Long-Term Control Plan to eliminate the associated CSO. This agreement will allow the City to continue this work of eliminating the CSO per the terms of the permit. Work performed under this agreement will include $65,500 for sewer cleaning and televising for service location and marking. The remainder of the design fee will be utilized for field survey data collection, construction plan preparation, and bidding services. These design costs can be reimbursed to the City through IEPA State Revolving Fund (SRF) loans at construction.

In October 2005, utilizing the Request for Qualification (RFQ) process, the City selected Clark Dietz to perform a design study evaluation to determine the most effective method for eliminating CSOs near the intersection of Locust Street and Colton Avenue. Council approved that design study contract with Clark Dietz on December 12, 2005, and Clark Dietz completed the study in October 2007. The study identified a multi-phased construction plan to work toward CSO elimination. At the Council meeting on October 22, 2007, Council

approved a contract with Clark Dietz to provide professional engineering services to develop plans to bid work for Phase 1 construction of that CSO elimination project. Phase 2 design approval was granted to Clark Dietz by Council on April 22, 2013, and Phase 3 design approval was granted to Clark Dietz by Council on March 26, 2020.

Staff is recommending continuing to utilize Clark Dietz for the completion of Phase 4 construction plan engineering based on the previous RFQ process, the recent FY 2019 RFQ (#2019-34) Multi-Year Professional Architectural and Engineering Services process, their experience with this specific project design study, and their experience with Phases 1, 2, and 3 design.

Phase 4 is located through neighborhoods south of Bloomington Country Club (BCC), the limits of which are shown below.



The scope of work for phase 4 includes building new sanitary sewer to separate the storm and sanitary flow and installing new water main to replace the old mains, which are reaching the end of their useful life. The pavement above the utility trenches will have variable width resurfacing. Intermittent curb and gutter repair and intermittent sidewalk repair will be constructed in areas where the utility trenches disturb existing sidewalk and curb and gutter.

To maintain the planned schedule, the City will begin construction on Phase 2 shortly, in spring of 2021, and is in the process of obtaining an IEPA SRF Loan for funds to construct Phase 3. It is expected that SRF loan funds will be secured in July 2021, with construction of Phase 3 to commence in early spring 2022 for completion in late fall 2022. Design of Phase 4 would commence this year, work toward SRF loan funding in 2022, and construction in 2023.

An additional 3 future phases are planned through 2029 to completion of the CSO elimination project as required by the IEPA CSO Permit.

City staff is aware of heightened concerns regarding the current COVID-19 pandemic. However, this expenditure is necessary, because the City needs to stay on the schedule listed in the Illinois Environmental Protection Agency permit for the CSO removal.

The Sanitary Sewer Fund is an Enterprise Fund that generates fees for funding its operations. Sanitary Sewer Fund fees are intended/dedicated solely for the support of sanitary sewer services to the City, including infrastructure expenditures, such as ongoing maintenance and repairs to sanitary sewer and combined sewer infrastructure, emergency cave-ins, and sewer cleaning. 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.

The Storm Water Fund is an Enterprise Fund that generates fees for funding its operations. Storm Water Fund fees are intended/dedicated solely for the support of storm water services to the City, including infrastructure expenditures, such as keeping lakes and streams clean, maintaining waterways to minimize erosion and damage to adjacent property, maintaining detention basins to reduce flooding and filter out pollution, street sweeping, and inlet maintenance and repairs.

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: Due to current social distancing circumstances, affected public will be notified via letters at major stages of design and bidding as construction approached. These letters will include information regarding the scope of the project, as well as direction to the project update page on the City website (Locust/Colton CSO Elimination & Water Main Replacement | City of Bloomington, Illinois (cityblm.org)) Members of the public are invited to contact associated City staff, who have been available to answer all questions they may have, via call or email. As the current social distancing circumstances change, public meetings may be held as part of the IEPA loan application process.

amount of $235,000 exceeds the budgeted amount, sufficient available Water budgeted funds are available.

Stakeholders can locate this in the FY 2021 Budget Book titled "Other Funds & Capital Improvement" on pages 120, 139, 145, 249, 250, 288, 296, 297, 334, 341, 342, 346, 351 and 352.

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, Objective UEW-1.7 Reliable and efficient collections systems (sanitary sewer, combined sewer, and storm sewer systems) to protect public health, safety and the environment; 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: Dominic Kallas, Civil Engineer I

Reviewed by:

Kevin Kothe, Director of Public Works 3/31/2021

Chris Tomerlin, Budget Manager 4/6/2021

Carla Murillo, Procurement Manager 4/6/2021

Jeffrey R. Jurgens, Corporation Counsel 4/7/2021

Tara Henry, Legislative Assistant 4/7/2021

Recommended by:

Tim Gleason, City Manager

Attachments:

- PW 8B Agreement_Phase 4 Design Locust Colton CSO Project 04122021

PROFESSIONAL SERVICES AGREEMENT

Project Name ("Project")

Locust Street CSO Elimination & Water Main Replacement – Phase 4

This Agreement is by and between

City of Bloomington ("Client")
115 East Washington Street
P.O. Box 3157
Bloomington, IL 61702

and

Clark Dietz, Inc. ("Clark Dietz")
125 West Church Street
Champaign, IL 61820

Who agree as follows:

Client hereby engages Clark Dietz to perform the services set forth in PART I – SERVICES BY CLARK DIETZ, and Clark Dietz to perform the Services for the compensation set forth in PART III – COMPENSATION. Clark Dietz shall be authorized to commence the Services upon execution of this Agreement and written or verbal authorization to proceed from Client. Client and Clark Dietz agree that this signature page, together with Parts I – IV and attachments referred to therein, constitute the entire Agreement between them relating to the Project.

Agreed to by Client	**Agreed to by Clark Dietz**
By: _____	**By:** [redacted]
Title: _____	**Title:** Executive Vice President
Date: _____	**Date:** March 26, 2021

PART I
SERVICES BY CLARK DIETZ

A. Project Description

Phase 4 of the Locust Street CSO Elimination & Water Main Replacement includes the design of storm and sanitary sewers within the fourth phase of the Locust/Colton CSO Elimination Study (Clark Dietz, October 2007). The project also includes the design of water mains within the same general area. The Phase 4 project limits are shown in Exhibit A and include Moore St between E Jackson St and E Taylor Ave, E Taylor Ave between Moore St and Grant Rd, Grant Rd between E Taylor Ave and E Olive St, and E Olive St between S Mercer Ave and S Bellemont Rd. The alleys north and south of E Taylor Ave, East of S Mercer ave, are also included in the project limits.

B. Scope

A detailed project scope is included in Exhibit B. The project scope is summarized below.

1. Design Phase

   The project includes field survey services, alignment studies, storm and sanitary sewer design, water main design, utility coordination, sewer televising, and preparation of bid documents. IEPA permit applications for sanitary sewer and water main construction, IEPA coordination for amending the facility plan and securing project funding, and limited IDNR/IHPA coordination for obtaining environmental clearances are also included, along with preparation of temporary construction easement documents for up to eight parcels.

   Clark Dietz will submit preliminary and prefinal plan and proposal documents for Client's review. Clark Dietz will provide one PDF copy and one paper copy of the final bid documents to Client for use in plan distribution. Clark Dietz will not provide electronic CADD files of the drawings.

2. Bidding Phase

   Clark Dietz will attend the prebid meeting, assist Client with questions from potential bidders, issue clarifications or addenda as required, and attend the bid opening. Advertisement for bids and electronic plan distribution will be performed by Client. Clark Dietz will provide one PDF copy and one paper copy of the final bid documents to Client for use in plan distribution. Clark Dietz will not provide PDF or paper copies of the final bid documents to potential bidders.

3. Construction Phase

   Construction services, including meetings, site observation, office support, shop drawing review, documentation, record drawings, project closeout, and other related construction services, are not included in the scope of services.

C. Schedule

The project schedule assumes that authorization to proceed will be received from Client in April 2021. Funding Nomination Forms for FY 2023 funding from the Illinois Environmental Protection Agency (IEPA) State Revolving Fund (SRF) Loan Programs should be submitted in January 2022. Availability of SRF loan funding should be determined by IEPA in July 2022. Advertisement for bids is anticipated in September/October 2022, with a bid opening anticipated in October/November 2022. Completion of the Services is anticipated in February 2023.

D. Assumptions/Conditions

This Agreement is subject to the following assumptions/conditions:

1. This Agreement and any legal actions concerning its validity, interpretation, and performance shall be governed by the laws of the State of Illinois.

2. Local permits for this project (street cuts, utility relocations, etc.) will be obtained by Client with information provided by Clark Dietz. All permit fees will be paid by Client.

3. State permits for this project will be obtained by Client with information provided by Clark Dietz. All permit fees will be paid by Client.

4. This Agreement does not include obtaining or processing Federal permits.

5. This Agreement does not include negotiation/acquisition services for right-of-way or temporary construction easements.

6. This Agreement does not include the preparation of assessment roles or schedules.

7. This Agreement does not include contaminated site Phase I or Phase II environmental assessment investigations or remediation activities.

8. This Agreement includes obtaining environmental clearances from IDNR (through EcoCAT) and IHPA (through SHPO review). This Agreement does not include biological, wetland, cultural, historic, or archeological remediation activities.

9. This Agreement does not include special waste assessment investigations or remediation activities.

10. This Agreement does not include typical section studies.

11. This Agreement does not include geotechnical investigations or pavement design studies.

12. This Agreement does not include traffic data collection or traffic forecasting.

13. This Agreement does not include roadway lighting design.

14. This Agreement does not include utility potholing.

15. This Agreement does not include construction services.

The list above is not all-inclusive. Additional assumptions are included in the detailed project scope.

E. IEPA SRF Loan Program Contract Requirements

1. Audit and Access to Records

   a. Books, records, documents and other evidence directly pertinent to performance of Public Water Supply Loan Program (PWSLP) or Water Pollution Control Loan Program (WPCLP) loan work under this Agreement shall be maintained in accordance with generally accepted accounting principles. IEPA or any of its authorized representatives shall have access to the books, records, documents and other evidence for the purpose of inspection, audit and copying. Facilities shall be provided for access and inspection.

   b. Audits conducted pursuant to this provision shall be in accordance with auditing standards generally accepted in the United States of America.

   c. All information and reports resulting from access to records pursuant to paragraph "a" above shall be disclosed to IEPA. The auditing agency shall afford Clark Dietz an opportunity for an audit exit conference and an opportunity to comment on the pertinent portions of the draft audit report.

   d. The final audit report shall include the written comments, if any, of the audited parties.

   e. Records shall be maintained and made available during performance of project services under this Agreement and for three years after the final loan closing. In addition, those records that relate to any dispute pursuant to Loan Rules Section 365.650 or Section 662.650 (Disputes) or litigation or the settlement of claims arising out of project performance or costs or items to which an audit exception has been taken, shall be maintained and made available for three years after the resolution of the appeal, litigation, claim or exception.

   f. Clark Dietz will not pay audit fees or expenses.

2. Covenant Against Contingent Fees

   a. Clark Dietz warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees. For breach or violation of this warranty, Client shall have the right to annul this Agreement without liability or in its discretion to deduct from the contract price or consideration or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

3. Certification Regarding Debarment, Suspension and Other Responsibility Matters

   a. Clark Dietz certifies to the best of its knowledge and belief that it and its principals: (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency; (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; (c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

b. Clark Dietz understands that a false statement on this certification may be grounds for rejection of this proposal or termination of the award. In addition, under 18 USC Sec. 1001, a false statement may result in fine of up to $10,000 or imprisonment for up to 5 years, or both.

4. Scope of Work

   a. The project scope is summarized in PART I - SERVICES BY CLARK DIETZ. A detailed project scope is included in Exhibit B.

5. Completion Date

   a. The project schedule is summarized in PART I - SERVICES BY CLARK DIETZ.

6. Payment Method and Amount

   a. Payment terms are summarized in PART III - COMPENSATION.

7. USEPA Non-Discrimination

   a. Clark Dietz shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract. Clark Dietz shall carry out applicable requirements of 40 CFR Part 33 in the award and administration of contracts awarded under EPA financial assistance agreements. Failure by Clark Dietz to carry out these requirements is a material breach of this contract which may result in the termination of this contract or other legally available remedies.

8. USEPA Fair Share Percentage

   a. Clark Dietz agrees to take affirmative steps to assure that Disadvantaged Business Enterprises are utilized when possible as sources of supplies, equipment, construction, and services in accordance with the PWSLP or WPCLP rules. As required by the award conditions of USEPA's Assistance Agreement with IEPA, Clark Dietz acknowledges that the fair share percentages are 5% for MBEs and 12% for WBEs.

PART II
CLIENT'S RESPONSIBILITIES

Client shall, at its expense, do the following in a timely manner so as not to delay the Services:

A. Information/Reports

Provide Clark Dietz with GIS files, record drawings, reports, studies, site characterizations, regulatory decisions, and similar information relating to the Services that Clark Dietz may rely upon without independent verification unless specifically identified as requiring such verification.

B. Representative

Designate a representative for the project who shall have the authority to transmit instructions, receive information, interpret and define Client's requirements, and make decisions with respect to the Services.

C. Decisions

Provide all criteria and full information as to Client's requirements for the Services and make timely decisions on matters relating to the Services.

D. Other

- Provide any available construction plans for utilities, streets, subdivisions, and drainage facilities that may be pertinent to the project, including available GIS data.
- Provide aerial files stored as TIFF images from a GIS application and the associated TFW files.
- Provide applicable design criteria for the project.
- Provide existing and proposed typical section information.
- Provide pavement design information.
- Perform advertisement for bids and electronic distribution of bid documents.
- Perform advertisement and distribution of notice for public information meeting.
- Obtain meeting facility for public information meeting.

PART III
COMPENSATION

A. Compensation

1. Compensation to Clark Dietz for services rendered by employees working on the Project in accordance with PART I - SERVICES BY CLARK DIETZ will be at the hourly billing rates shown in the attached "Schedule of General Billing Rates". The total compensation authorized by this Agreement will not exceed $536,000 and shall include the following:

    a. Payment for outside consulting and/or professional services performed by a subconsultant will be at actual invoice cost to Clark Dietz. Clark Dietz will obtain written or verbal City approval before authorizing these services.

    b. Payment for expenses incurred directly on behalf of the Project at actual cost to Clark Dietz. Direct project expenses will be as defined in the attached "Schedule of Project Related Expenses".

B. Billing and Payment

1. Timing/Format

    a. Invoices shall be submitted monthly for Services completed at the time of billing. Invoices shall be considered past due if not paid within 45 calendar days of the date of the invoice. Such invoices shall be prepared in a form supported by documentation required by Client.

    b. If payment in full is not received by Clark Dietz within 45 calendar days of the date of invoice, invoices shall bear interest at one-and-one-half (1.5) percent of the past due amount per month, which shall be calculated from the date of the invoice.

    c. If Client fails to make payments within 45 calendar days of the date of invoice or otherwise is in breach of this Agreement, Clark Dietz may suspend performance of Services upon seven (7) calendar days' notice to Client. Clark Dietz shall have no liability to Client for any costs or damages as a result of suspension caused by any breach of this Agreement by Client. Upon payment in full by Client, Clark Dietz shall resume Services under this Agreement, and the time schedule and compensation shall be equitably adjusted to compensate for the period of suspension plus any other reasonable time and expense necessary for Clark Dietz to resume performance.

2. Billing Records

    a. Clark Dietz shall maintain accounting records of its costs in accordance with generally accepted accounting practices. Access to such records will be provided during normal business hours with reasonable notice during the term of this Agreement and for three (3) years after completion.

SCHEDULE OF GENERAL BILLING RATES

CLARK DIETZ, INC.

January 1, 2021

TITLE	HOURLY RATE
Principal	$240.00
Engineer 8	225.00
Engineer 7	215.00
Engineer 6	195.00
Engineer 5	175.00
Engineer 4	155.00
Engineer 3	140.00
Engineer 2	125.00
Engineer 1	115.00
Technician 5	150.00
Technician 4	140.00
Technician 3	120.00
Technician 2	100.00
Technician 1	90.00
Clerical	90.00

Notes:

The rates in this schedule will be reviewed and adjusted as necessary but not sooner than six months after the date listed above. Rates include actual salaries or wages paid to employees of Clark Dietz plus payroll taxes, FICA, Worker's Compensation insurance, other customary and mandatory benefits, and overhead and profit. All project related expenses and subconsultants will be billed at 110% of actual cost to cover handling and administrative expenses.

SCHEDULE OF PROJECT RELATED EXPENSES

CLARK DIETZ INC.

January 1, 2021

Vehicles	
Autos	$65.00/day or $0.56/mile (per agreement)
Field Vehicles	$65.00/day or $0.56/mile (per agreement)
Survey Van	$80.00/day or $0.75/mile (per agreement)
Robotic Survey Equipment	$20.00/hour
GPS Survey Equipment	$30.00/hour
Nuclear Soils Compaction Gauge	$50.00/day
CADD Usage	$20.00/hour
Drone Usage	$35.00/hour
Regular Format Copies* (8.5"x11" or 11"x17")	$0.10/copy
Color Copies* (8.5"x11")	$0.50/copy
Color Copies* (11"x17")	$1.50/copy
Large Format Plotting and/or Copying*	
(12"x18")	$0.50/sheet
(22"x34" or 24"x36")	$1.75/sheet
(30"x42")	$2.50/sheet
(36"x48")	$3.00/sheet
Large Format Scanning*	
(12"x18")	$.30/sheet
(22"x34" or 24"x36")	$1.00/sheet
(30"x42")	$1.50/sheet
(36"x48")	$2.00/sheet
Hotels & Motels Meals Federal Express & UPS Public Transportation Film and Development Supplies	At Cost

Notes:

The rates in this schedule are subject to review and will be adjusted as necessary, but not sooner than six months after the date listed above. Certain rates listed with * are for in-house production. Larger quantities will be sent to an outside vendor. All project related expenses and subconsultants will be billed at 110% of actual costs to cover handling and administrative expenses.

PART IV
STANDARD TERMS AND CONDITIONS

1. STANDARD OF CARE. Services shall be performed in accordance with the standard of professional practice ordinarily exercised by the applicable profession at the time and within the locality where the services are performed. No warranty or guarantee, express or implied is provided, including warranties or guarantees contained in any uniform commercial code.

2. CHANGE OF SCOPE. The Scope of Services set forth in this Agreement is based on facts known at the time of execution of this Agreement, including, if applicable, information supplied by Clark Dietz and Client. Clark Dietz will promptly notify Client of any perceived changes of scope in writing and the parties shall negotiate modifications to this Agreement.

3. DELAYS. If events beyond the control of Clark Dietz, including, but not limited to, fire, flood, explosion, riot, strike, war, process shutdown, act of God or the public enemy, and act or regulation of any government agency, result in delay to any schedule established in this Agreement, such schedule shall be extended for a period equal to the delay. In the event such delay increases the cost or time required for Clark Dietz to perform its services, Clark Dietz shall be entitled to an equitable adjustment in compensation and extension of time.

4. TERMINATION/SUSPENSION. Either party may terminate this Agreement upon 30 days written notice to the other party in the event of substantial failure by the other party to perform in accordance with its obligations under this Agreement through no fault of the terminating party. Client shall pay Clark Dietz for all Services, including profit relating thereto, rendered prior to termination, plus any expenses of termination.

5. REUSE OF INSTRUMENTS OF SERVICE. All reports, drawings, specifications, computer data, field data notes and other documents prepared by Clark Dietz as instruments of service shall remain the property of Clark Dietz. Clark Dietz shall retain all common law, statutory and other reserved rights, including the copyright thereto. Reuse of any instruments of service including electronic media, for any purpose other than that for which such documents or deliverables were originally prepared, or alteration of such documents or deliverables without written authorization or adaptation by Clark Dietz for the specific purpose intended, shall be at Client's sole risk.

6. ELECTRONIC MEDIA. In accepting and utilizing any drawings, reports and data on any form of electronic media generated and furnished by Clark Dietz, the Client agrees that all such electronic files are instruments of service of Clark Dietz, who shall be deemed the author, and shall retain all common law, statutory law and other rights, without limitation, including copyrights.

The Client agrees not to reuse these electronic files, in whole or in part, for any purpose other than for the Project. The Client agrees not to transfer these electronic files to others without the prior written consent of Clark Dietz. The Client further agrees that Clark Dietz shall have no responsibility or liability to Client or others for any changes made by anyone other than Clark Dietz or for any reuse of the electronic files without the prior written consent of Clark Dietz.

Any changes to the electronic specifications by either the Client or Clark Dietz are subject to review and acceptance by the other party. If Clark Dietz is required to expend additional effort to incorporate changes to the electronic file specifications made by the Client, these efforts shall be compensated for as Additional Services.

In addition, the Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless Clark Dietz, its officers, directors, employees and subconsultants (collectively, Clark Dietz) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising from any changes made by anyone other than Clark Dietz or from any use or reuse of the electronic files without the prior written consent of Clark Dietz.

The Client is aware that differences may exist between the electronic files delivered and the printed hard-copy construction documents. In the event of a conflict between the signed construction documents prepared by Clark Dietz and electronic files, the signed or sealed hard-copy construction documents shall govern.

7. OPINIONS OF CONSTRUCTION COST. Any opinion of construction costs prepared by Clark Dietz is supplied for the general guidance of the Client only. Since Clark Dietz has no control over competitive bidding or market conditions, Clark Dietz cannot guarantee the accuracy of such opinions as compared to contract bids or actual costs to Client.

8. SAFETY. Clark Dietz specifically disclaims any authority or responsibility for general job site safety and safety of persons other than Clark Dietz employees.

9. RELATIONSHIP WITH CONTRACTORS. Clark Dietz shall serve as Client's professional representative for the services and may make recommendations to Client concerning actions relating to Client's contractors. Clark Dietz specifically disclaims any authority to direct or supervise the means, methods, techniques, sequences or procedures of construction selected by Client's contractors.

10. THIRD PARTY CLAIMS. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Client or Clark Dietz. Clark Dietz's services under this Agreement are being performed solely for the Client's benefit, and no other party or entity shall have any claim against Clark Dietz because of this Agreement or the performance or nonperformance of services hereunder. The Client and Clark Dietz agree to require a similar provision in all contracts with contractors, subcontractors, subconsultants, vendors and other entities involved in this Project to carry out the intent of this provision.

11. MODIFICATION. This Agreement, upon execution by both parties hereto, can be modified only by a written instrument signed by both parties.

12. PROPRIETARY INFORMATION. Information relating to the Project, unless in the public domain, shall be kept confidential by Clark Dietz and shall not be made available to third parties without written consent of Client, unless so required by court order.

13. INSURANCE. Clark Dietz will maintain insurance coverage for Professional, Comprehensive General, Automobile, Worker's Compensation and Employer's Liability in amounts in accordance with legal, and Clark Dietz business requirements. Certificates evidencing such coverage will be provided to Client upon request. For projects involving construction, Client agrees to require its construction contractor, if any, to include Clark Dietz as an additional insured on its commercial general liability policy relating to the Project, and such coverages shall be primary.

14. INDEMNITIES. Clark Dietz agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Client, its officers, directors and employees against all damages, liabilities or costs, to the extent caused by Clark Dietz' negligent performance of professional services under this Agreement and that of its subconsultants or anyone for whom Clark Dietz is legally liable.

The Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless Clark Dietz, its officers, directors, employees and subconsultants against all damages, liabilities or costs, to the extent caused by the Client's negligent acts in connection with the Project and that of its contractors, subcontractors or consultants or anyone for whom the Client is legally liable.

Neither the Client nor Clark Dietz shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence.

15. LIMITATIONS OF LIABILITY. In recognition of the relative risks and benefits of the Project to both the Client and Clark Dietz, the risks have been allocated such that the Client agrees, to the fullest extent permitted by law, to limit the liability of Clark Dietz and their officers, directors, partners, employees, shareholders, owners and subconsultants for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including attorneys' fees and costs and expert-witness fees and costs, so that the total aggregate liability of Clark Dietz and their officers, directors, partners, employees, shareholders, owners and subconsultants shall not exceed Clark Dietz's total fee for services rendered on this Project, or $2,000,000, whichever is greater. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

16. CONSEQUENTIAL DAMAGES. Notwithstanding any other provision of this agreement, and to the fullest extent permitted by law, neither the Client nor Clark Dietz, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected in any way to the Project or to this Agreement. This mutual waiver of consequential damages shall include, but is not 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 or implied warranty. Both the Client and Clark Dietz shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in this project.

17. ACCESS. Client shall provide Clark Dietz safe access to the project site necessary for the performance of the services.

18. ASSIGNMENT. The rights and obligations of this Agreement cannot be assigned by either party without written permission of the other party. This Agreement shall be binding upon and insure to the benefit of any permitted assigns.

19. HAZARDOUS MATERIALS. Clark Dietz and Clark Dietz' consultants shall have no responsibility for discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials in any form at the project site, including but not limited to asbestos, asbestos products, polychlorinated biphenyl (PCB) or other toxic substances. If required by law, the client shall accomplish all necessary inspections and testing to determine the type and extent, if any, of hazardous materials at the project site. Prior to the start of services, or at the earliest time such information is learned, it shall be the duty of the Client to advise Clark Dietz (in writing) of any known or suspected hazardous materials. Removal and proper disposal of all hazardous materials shall be the responsibility of the Client.

20. REMODELING AND RENOVATION. For Clark Dietz' services provided to assist the Client in making changes to an existing facility, the Client shall furnish documentation and information upon which Clark Dietz may rely for its accuracy and completeness. Unless specifically authorized or confirmed in writing by the Client, Clark Dietz shall not be required to perform or have others perform destructive testing or to investigate concealed or unknown conditions. The Client shall indemnify and hold harmless Clark Dietz, Clark Dietz' consultants, and their employees from and against claims, damages, losses and expenses which arise as a result of documentation and information furnished by the Client.

21. CLIENT'S CONSULTANTS. Contracts between the Client and other consultants retained by Client for the Project shall require the consultants to coordinate their drawings and other instruments of service with those of Clark Dietz and to advise Clark Dietz of any potential conflict. Clark Dietz shall have no responsibility for the components of the project designed by the Client's consultants. The Client shall indemnify and hold harmless Clark Dietz, Clark Dietz' consultants and their employees from and against claims, damages, losses and expenses arising out of services performed for this project by other consultants of the Client.

22. NO WAIVER. No waiver by either party of any default by the other party in the performance of any particular section of this Agreement shall invalidate another section of this Agreement or operate as a waiver of any future default, whether like or different in character.

23. SEVERABILITY. The various terms, provisions and covenants herein contained shall be deemed to be separate and severable, and the invalidity or unenforceability of any of them shall not affect or impair the validity or enforceability of the remainder.

24. STATUTE OF LIMITATION. To the fullest extent permitted by law, parties agree that, except for claims for indemnification, the time period for bringing claims under this Agreement shall expire one year after Project Completion.

25. DISPUTE RESOLUTION. In the event of a dispute arising out of or relating to this Agreement or the services to be rendered hereunder, Clark Dietz and the Client agree to attempt to resolve such disputes in the following manner: First, the parties agree to attempt to resolve such disputes through direct negotiations between the appropriate representatives of each party. Second, if such negotiations are not fully successful, the parties agree to attempt to resolve an

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 03/25/2021

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

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

PRODUCER 1-800-527-9049 Holmes Murphy and Associates - Peoria 311 S.W. Water Street Suite 211 Peoria, IL 61602-4108	**CONTACT NAME:** Linda Bomarito / Rachel Stein **PHONE (A/C, No, Ext):** 309-282-3903 **FAX (A/C, No):** 866-501-3945 **E-MAIL ADDRESS:** lbomarito@holmesmurphy.com
INSURED Clark Dietz, Inc. 125 West Church Street Champaign, IL 61820	**INSURER(S) AFFORDING COVERAGE** — **NAIC #** INSURER A : TWIN CITY FIRE INS CO CO [redacted] INSURER B : HARTFORD ACCIDENT & IND CO INSURER C : SENTINEL INS CO LTD INSURER D : XL SPECIALTY INS CO INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** 61715536 **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: POLICY [X] PRO-JECT [X] LOC OTHER:			[redacted]	11/01/20	11/01/21	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 $ 1,000,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
B	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY X HIRED AUTOS ONLY SCHEDULED AUTOS X NON-OWNED AUTOS ONLY			[redacted]	11/01/20	11/01/21	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]	11/01/20	11/01/21	EACH OCCURRENCE AGGREGATE $	$ 5,000,000 $ 5,000,000 $
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [N] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		[redacted]	11/01/20	11/01/21	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
D	Professional Liability Claims Made			[redacted]	11/01/20	11/01/21	Each Claim Aggregate	5,000,000 5,000,000

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

Project: Locust Street CSO Elimination and Water Main Replacement Phase 4
The City of Bloomington, its officers and employees are named as additional insureds as it pertains to the General Liability and Automobile Insurance policies on a primary and non-contributory basis.

CERTIFICATE HOLDER

City of Bloomington

115 E. Washington Street
P.O. Box 3157
Bloomington, IL 61702-3157
USA

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.

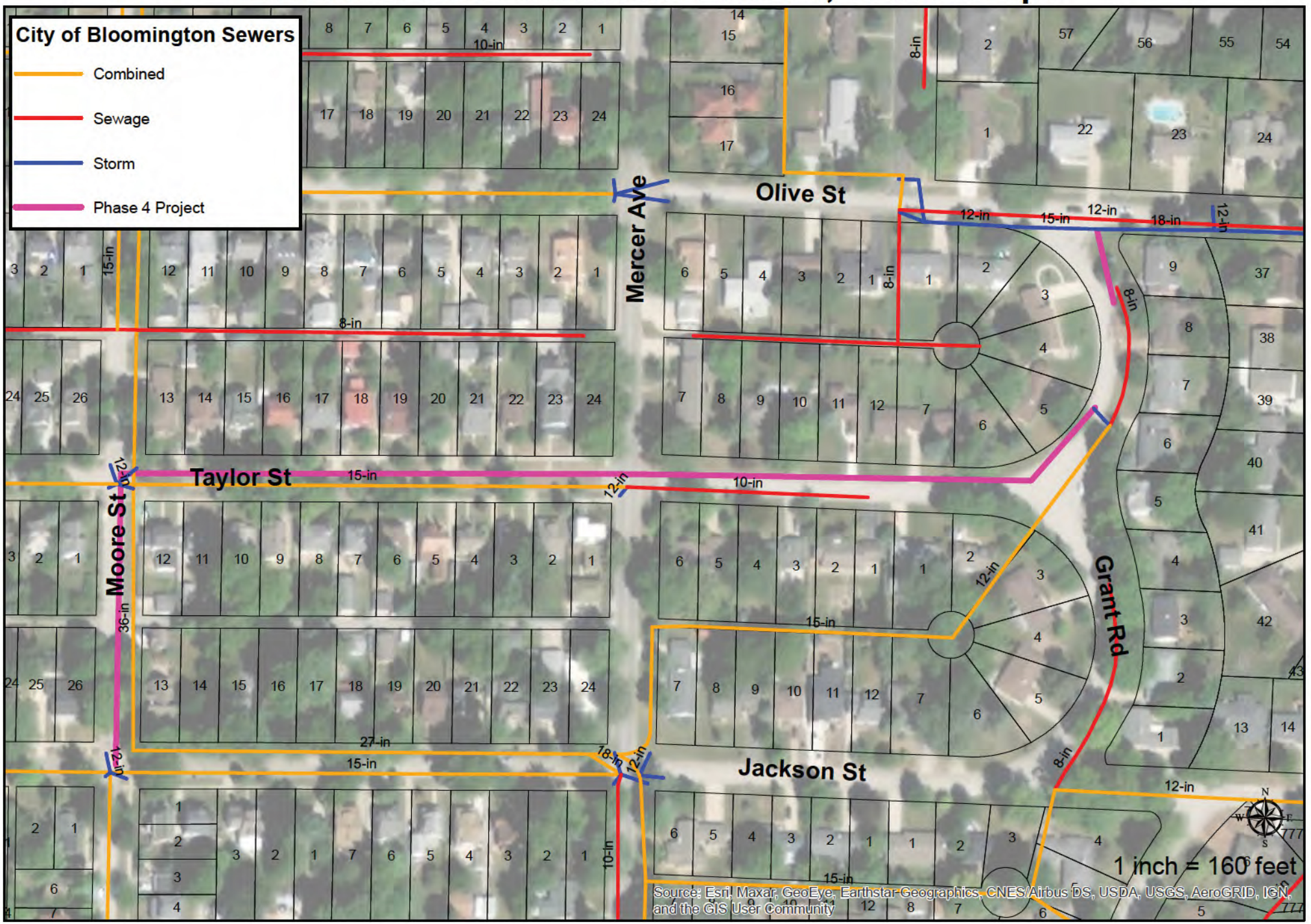
AUTHORIZED REPRESENTATIVE

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EXHIBIT A
PROJECT LIMITS

City of Bloomington
Locust St CSO Elimination Phase 4, Sewer Scope



City of Bloomington

Locust St CSO Elimination Phase 4, Water Scope

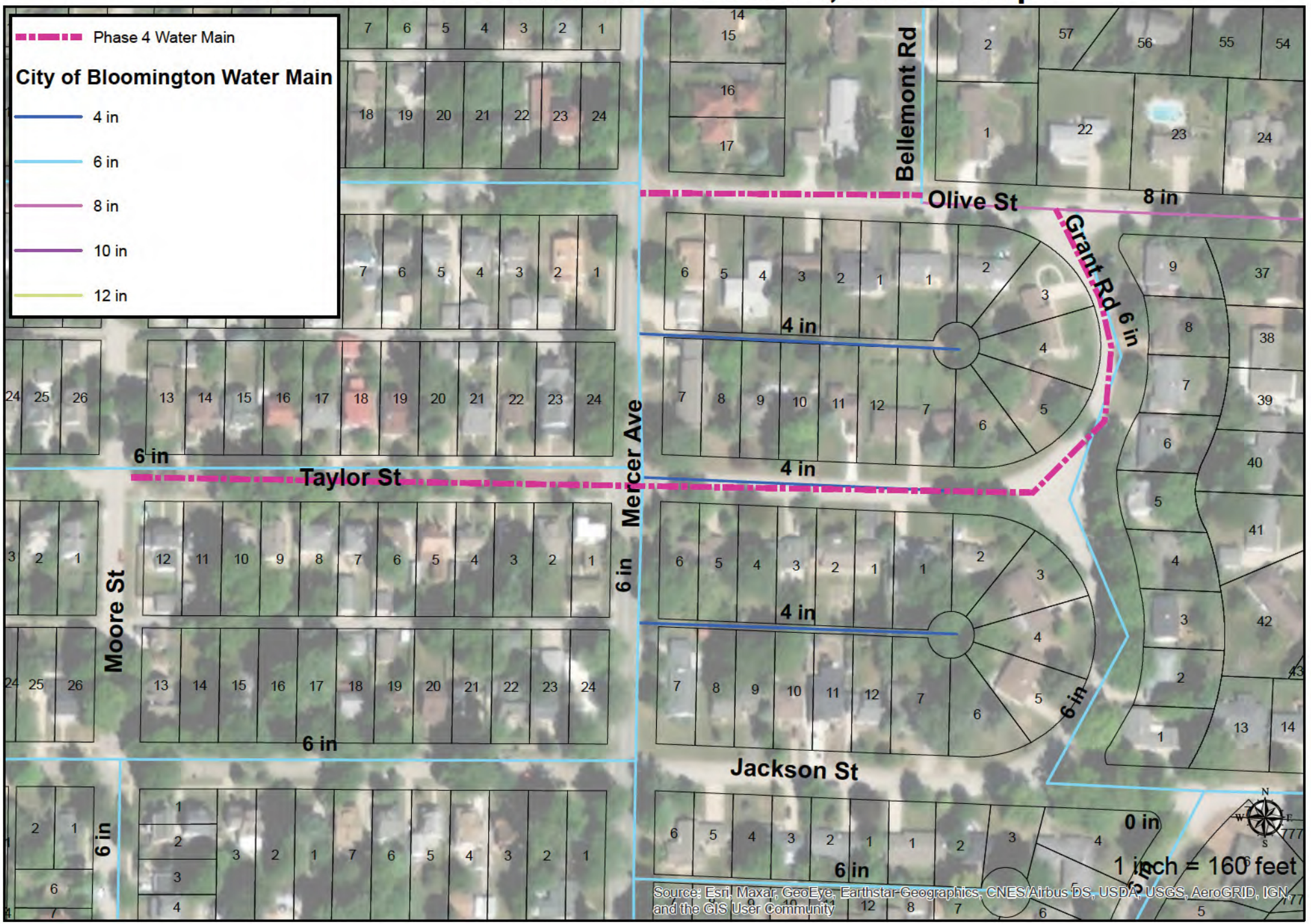


EXHIBIT B
PROJECT SCOPE

	LABOR HOURS	SALARY	EXPENSES	(1) OUTSIDE SERVICES	TOTAL	PERC OF TO
	256	$35,950.00	$2,050.00	$0.00	$38,000.00	
Contract Documents.	1178	$183,250.00	$8,750.00	$65,500.00	$257,500.00	
	32	$5,000.00	$500.00	$0.00	$5,500.00	
	1466	**$224,200.00**	**$11,300.00**	**$65,500.00**	**$301,000.00**	
	256	$35,950.00	$2,050.00	$0.00	$38,000.00	
Contract Documents.	1182	$183,250.00	$8,250.00	$0.00	$191,500.00	
	32	$5,000.00	$500.00	$0.00	$5,500.00	
L	**1470**	**$224,200.00**	**$10,800.00**	**$0.00**	**$235,000.00**	
N REPLACEMENT						
	512	$71,900.00	$4,100.00	$0.00	$76,000.00	
Contract Documents.	2360	$366,500.00	$17,000.00	$65,500.00	$449,000.00	
	64	$10,000.00	$1,000.00	$0.00	$11,000.00	
	2936	**$448,400.00**	**$22,100.00**	**$65,500.00**	**$536,000.00**	1

l by Hoerr Construction.

400

Cost Estimate of Consultant Services

CSO Elimination
Summary of Services

	LABOR HOURS	SALARY	EXPENSES	(1) OUTSIDE SERVICES	TOTAL
vey Services.	256	$35,950.00	$2,050.00	$0.00	$38,000.00
ign and Construction Contract Documents.	1178	$183,250.00	$8,750.00	$65,500.00	$257,500.00
uisition Documents.	32	$5,000.00	$500.00	$0.00	$5,500.00
	1466	**$224,200.00**	**$11,300.00**	**$65,500.00**	**$301,000.00**

evising to be provided by Hoerr Construction.

umptions

ng will be performed under the City's sewer lining contract instead of with this project.

nd proposed typical section elements, including pavement cores and proposed pavement sections, will be provided by the City (similar to Phase 3 sco

ical studies and pavement design are not included (similar to Phase 3 scope).

lighting design is not included (similar to Phase 3 scope).

Vaste Screening, Preliminary Environmental Site Assessment, and Preliminary Site Investigation are not included (similar to Phase 3 scope).

ervices assume a fall 2022 letting. Extension of the project schedule will be considered an additional service.

ion support services are not included (similar to Phase 3 scope).

	LABOR HOURS	SALARY	EXPENSES	OUTSIDE SERVICES	TOTAL
SURV)	256	$35,950.00	$2,050.00	$0.00	$38,000
	256	$35,950.00	$2,050.00	$0.00	$38,000

					5		
					2		
					5		
					5		
r soils & pavement study.							
e.							
n to Taylor (625' Cross Sections at 50' o.c.).					5		
o Mercer (825' Cross Sections at 50' o.c.).					6		
to Grant (850' Cross Sections at 50' o.c.).					6		
o Olive (450' Cross Sections at 50' o.c.).					4		
e to Mercer (900' Cross Sections at 50' o.c.).					6		
o Grant (725' Cross Sections at 50' o.c.).					5		
) Mercer Ave from Jackson to Taylor (475').					2		
ntire parcel features for water service					25		
Jackson (Assume 20 homes and yards).							
ume 44).					12		
access outside of ROW.					2		
and create TIN model.						20	
					8		
locations. Sewer services to be located and					12		
ne 20).					8		
n A.	**0**	**1**	**0**	**0**	**120**	**20**	
on A.	**$0.00**	**$175.00**	**$0.00**	**$0.00**	**$18,600.00**	**$2,800.00**	**$14,3**
tion A.							

vers and service lines to be provided by Hoerr Construction.

	Mileage	Reproduction	Telephone	Postage	Survey	CADD
	$1,250.00	$75.00	$75.00	$0.00	$250.00	$300.00
	$1,250.00	**$75.00**	**$75.00**	**$0.00**	**$250.00**	**$300.00**

Part 2 Final Design and Construction Contract Documents

	LABOR HOURS	SALARY	EXPENSES	OUTSIDE SERVICES		TOTAL
SHEETS (PLOT)	22	$3,080.00	$450.00	$0.00		$3,530.00
S (ALGN)	62	$9,520.00	$460.00	$0.00		$9,980.00
GN (DRNG)	48	$7,840.00	$120.00	$0.00		$7,960.00
IGN (PVMT)	0	$0.00	$0.00	$0.00		$0.00
TING DESIGN (RWL)	0	$0.00	$0.00	$0.00		$0.00
SING REVIEW (SWR)	24	$3,640.00	$0.00	$65,500.00	(1)	$69,140.00
IS (UTIL)	64	$9,745.00	$460.00	$0.00		$10,205.00
	516	$77,630.00	$5,525.00	$0.00		$83,155.00
T)	98	$14,880.00	$395.00	$0.00		$15,275.00
SIONS/PROPOSAL BOOKLET (SPEC)	100	$16,570.00	$150.00	$0.00		$16,720.00
ANCE (BID)	22	$3,850.00	$220.00	$0.00		$4,070.00
DINATION & MANAGEMENT (ADMN)	108	$18,190.00	$320.00	$0.00		$18,510.00
THRU L - BASIC DESIGN SERVICES	1064	$164,945.00	$8,100.00	$65,500.00		$238,545.00
ATIONS (PRMT)	16	$2,555.00	$62.50	$0.00		$2,617.50
L CLEARANCES (ENVR)	6	$945.00	$115.00	$0.00		$1,060.00
TION & LOAN (IEPA)	56	$9,250.00	$150.00	$0.00		$9,400.00
ATION MEETING (PIM)	36	$5,555.00	$322.50	$0.00		$5,877.50
SUPPORT SERVICES (CON)	0	$0.00	$0.00	$0.00		$0.00
THRU Q - SUPPLEMENTAL DESIGN SERVICES	114	$18,305.00	$650.00	$0.00		$18,955.00
S A THRU Q	1178	$183,250.00	$8,750.00	$65,500.00		$257,500.00

o be provided by Hoerr Construction.

at 1"=20'.						2	
t 1"=20'.							
at 1"=30'.							
et.						6	
n A.	**0**	**0**	**0**	**0**	**0**	**22**	
on A.	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$3,080.00**	**$0**
tion A.							

and Grant and pavement patching on Olive. Assumes new storm sewer on Taylor and Grant only.

y's sewer lining contract instead of with this project.
only.
nd Grant will be relocated from properties on the south side of Taylor, north side of Taylor, and south side of Olive.
ate 50' intervals along Moore, Taylor, and Grant as necessary. Assumes cross sections will not be provided on Olive.

		1	1			
		8		6		8
			2	2		4
etry and elevations at 4 intersections.		12		12		6
n B.	**0**	**21**	**3**	**20**	**0**	**18**
on B.	**$0.00**	**$3,675.00**	**$525.00**	**$2,800.00**	**$0.00**	**$2,520.00**	**$0**
tion B.							

tion will be provided by City.
rant, and Olive. Develop proposed profiles for Moore, Taylor, and Grant.

harges. 6
orm sewer for capacity. 12
6

n C.	**0**	**0**	**32**	**0**	**0**	**8**	
on C.	**$0.00**	**$0.00**	**$5,600.00**	**$0.00**	**$0.00**	**$1,120.00**	**$1,120**
tion C.							

lysis locations limited to Taylor and Grant only.

s of curb & gutter replacement only.

nation to be provided by City.

n D.	**0**	**0**	**0**	**0**	**0**	**0**	
on D.	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0**
tion D.							

ocated by Ameren where necessary.

n E.	**0**	**0**	**0**	**0**	**0**	**0**	
on E.	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0**
tion E.							

or replacement.

n F.	**0**	**0**	**8**	**0**	**0**	**0**	
on F.	**$0.00**	**$0.00**	**$1,400.00**	**$0.00**	**$0.00**	**$0.00**	**$2,240**
tion F.							

n.

ies for utility mapping. Prepare				4			
npanies and from field survey.				2		8	
e to mitigate.		2	2	4			
ates.		1		1			
ips).					8	8	
				4			
heir facilities (assume 2 meetings).		4	4	4			
he City on issuing permits.		2	4	2			

n G.	**0**	**9**	**10**	**21**	**8**	**16**	
on G.	**$0.00**	**$1,575.00**	**$1,750.00**	**$2,940.00**	**$1,240.00**	**$2,240.00**	**$0**
tion G.							

l.

		3	1	1		3	
		2				2	
			1	1		2	
		2	1	2		4	
		4	1	4		9	
		7		7		16	
=40').					12		
sheets).		8		14		13	
		6		12		22	
@ 1" = 20').		17	7	24		39	
20').		4	6	6		8	
			6			10	
').							
= 30').							
" = 40').		4		8		12	
		8		22		18	
		3		5		8	
		19		16		40	
	12						
		2	2	2		6	
omments.		6	4	4		10	
eview comments.		2	2	2		6	
fter final plans have been approved.							
						2	
n H.	**12**	**99**	**31**	**130**	**12**	**232**	
on H.	**$2,340.00**	**$17,325.00**	**$5,425.00**	**$18,200.00**	**$1,860.00**	**$32,480.00**	**$0**
tion H.							

ewer on Taylor and Grant; and new water main on Taylor, Grant, and Olive.
d non-loan-eligible items.
the plans.

		8	4	4			
		4					
	2						
		2					
l.	**2**	**22**	**8**	**34**	**0**	**16**	
on l.	**$390.00**	**$3,850.00**	**$1,400.00**	**$4,760.00**	**$0.00**	**$2,240.00**	**$2,240**
tion l.							
d non-loan-eligible items.							
an-eligible items.							
		8	8	20			
		24	2				
	6						
		2	2	2			
review comments.		4	4	4			
rporate review comments.		4	4	4			
T documents after final proposal							
		2					
J.	**6**	**44**	**20**	**30**	**0**	**0**	
on J.	**$1,170.00**	**$7,700.00**	**$3,500.00**	**$4,200.00**	**$0.00**	**$0.00**	**$0**
tion J.							

will not be revised after approval.

			2	2			
enda.			3	5			
			2				
			4				
ler.			4				
n K.	**0**	**15**	**7**	**0**	**0**	**0**	
on K.	**$0.00**	**$2,625.00**	**$1,225.00**	**$0.00**	**$0.00**	**$0.00**	**$0**
tion K.							

by City. Paper copies of bid documents will not be distributed.

	1	8					
	1	2	1	1	1	1	
		8					
s with City).		8	8				
		6					
).	5	15					
21 - Dec 2022).		10					
		13			12		
n L.	**7**	**70**	**9**	**1**	**13**	**1**	
on L.	**$1,365.00**	**$12,250.00**	**$1,575.00**	**$140.00**	**$2,015.00**	**$140.00**	**$210**
tion L.							
HRU L	**27**	**280**	**128**	**236**	**33**	**313**	
A THRU L	**$5,265.00**	**$49,000.00**	**$22,400.00**	**$33,040.00**	**$5,115.00**	**$43,820.00**	**$5,810**

IEPA.			6				
PA.							
n M.	**0**	**3**	**6**	**3**	**0**	**0**	
on M.	**$0.00**	**$525.00**	**$1,050.00**	**$420.00**	**$0.00**	**$0.00**	**$560**
tion M.							
			1				
			2				
nary Site Investigation.							
n N.	**0**	**0**	**3**	**0**	**0**	**0**	
on N.	**$0.00**	**$0.00**	**$525.00**	**$0.00**	**$0.00**	**$0.00**	**$420**
tion N.							
ired remediation.							
d remediation.							
vaste screening.							
			4				
eview and address comments.			2				
ding from IEPA.	4	6	14				
IEPA.		2	6				
n O.	**4**	**8**	**26**	**0**	**0**	**0**	

		1	4	4		5	
		2	2	1			
		1					
		2	2	2			
s.		2	2	2			
n P.	**0**	**9**	**10**	**9**	**0**	**5**	
on P.	**$0.00**	**$1,575.00**	**$1,750.00**	**$1,260.00**	**$0.00**	**$700.00**	**$0**
tion P.							

its and other interested persons. Public notice advertising costs to be paid by City.

n Q.	**0**	**0**	**0**	**0**	**0**	**0**	
on Q.	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0**
tion Q.							
U Q							
THRU Q	**4**	**20**	**45**	**12**	**0**	**5**	
M THRU Q	**$780.00**	**$3,500.00**	**$7,875.00**	**$1,680.00**	**$0.00**	**$700.00**	**$3,500**
- ITEMS M THRU Q							
A THRU Q	**31**	**300**	**173**	**248**	**33**	**318**	
MS A THRU Q	**$6,045.00**	**$52,500.00**	**$30,275.00**	**$34,720.00**	**$5,115.00**	**$44,520.00**	**$9,310**
ARY - ITEMS A THRU Q							

	Mileage	Meals	Reproduction	Telephone	Postage	Supplies
PLOT)	$0.00	$0.00	$10.00	$0.00	$0.00	$0.00
	$0.00	$0.00	$15.00	$25.00	$0.00	$0.00
)	$0.00	$0.00	$15.00	$25.00	$0.00	$0.00
)	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
GN (RWL)	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
W (SWR)	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
	$150.00	$0.00	$125.00	$25.00	$0.00	$0.00
	$0.00	$0.00	$225.00	$50.00	$0.00	$0.00
	$0.00	$0.00	$50.00	$25.00	$0.00	$0.00
POSAL BOOKLET (SPEC)	$0.00	$0.00	$125.00	$25.00	$0.00	$0.00
)	$120.00	$0.00	$75.00	$25.00	$0.00	$0.00
& MANAGEMENT (ADMN)	$120.00	$0.00	$100.00	$50.00	$50.00	$0.00
RMT)	$0.00	$0.00	$25.00	$25.00	$12.50	$0.00
NCES (ENVR)	$0.00	$0.00	$15.00	$25.00	$12.50	$62.50
AN (IEPA)	$0.00	$0.00	$100.00	$25.00	$25.00	$0.00
ETING (PIM)	$60.00	$0.00	$100.00	$25.00	$0.00	$37.50
SERVICES (CON)	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
	$450.00	**$0.00**	**$980.00**	**$350.00**	**$100.00**	**$100.00**

	LABOR HOURS	SALARY	EXPENSES	OUTSIDE SERVICES	TOTAL
ON (ROW)	32	$5,000.00	$500.00	$0.00	$5,500
	32	$5,000.00	$500.00	$0.00	$5,500

proposed easements.		1			1	
					1	
nt records.					3	
ADD.		1			1	
					8	
					4	
					6	
					6	
ction A.	**0**	**2**	**0**	**0**	**30**	**0**
Section A.	**$0.00**	**$350.00**	**$0.00**	**$0.00**	**$4,650.00**	**$0.00**
y Section A.						

	Mileage	Reproduction	Telephone	Postage	Survey	CADD
	$30.00	$50.00	$5.00	$15.00	$0.00	$400.00
	$30.00	**$50.00**	**$5.00**	**$15.00**	**$0.00**	**$400.00**

401

Cost Estimate of Consultant Services

Water Main Replacement
Summary of Services

	LABOR HOURS	SALARY	EXPENSES	OUTSIDE SERVICES	TOTAL
vey Services.	256	$35,950.00	$2,050.00	$0.00	$38,000.00
ign and Construction Contract Documents.	1182	$183,250.00	$8,250.00	$0.00	$191,500.00
uisition Documents.	32	$5,000.00	$500.00	$0.00	$5,500.00
	1470	**$224,200.00**	**$10,800.00**	**$0.00**	**$235,000.00**

umptions

ng will be performed under the City's sewer lining contract instead of with this project.

nd proposed typical section elements, including pavement cores and proposed pavement sections, will be provided by the City (similar to Phase 3 sco

ical studies and pavement design are not included (similar to Phase 3 scope).

lighting design is not included (similar to Phase 3 scope).

Vaste Screening, Preliminary Environmental Site Assessment, and Preliminary Site Investigation are not included (similar to Phase 3 scope).

ervices assume a fall 2022 letting. Extension of the project schedule will be considered an additional service.

ion support services are not included (similar to Phase 3 scope).

	LABOR HOURS	SALARY	EXPENSES	OUTSIDE SERVICES	TOTAL
SURV)	256	$35,950.00	$2,050.00	$0.00	$38,000
	256	$35,950.00	$2,050.00	$0.00	$38,000

					5		
					2		
					5		
					5		
r soils & pavement study.							
e.							
n to Taylor (625' Cross Sections at 50' o.c.).					5		
o Mercer (825' Cross Sections at 50' o.c.).					6		
to Grant (850' Cross Sections at 50' o.c.).					6		
o Olive (450' Cross Sections at 50' o.c.).					4		
e to Mercer (900' Cross Sections at 50' o.c.).					6		
o Grant (725' Cross Sections at 50' o.c.).					5		
) Mercer Ave from Jackson to Taylor (475').					2		
ntire parcel features for water service					25		
Jackson (Assume 20 homes and yards).							
ume 44).					12		
access outside of ROW.					2		
and create TIN model.						20	
					8		
locations. Sewer services to be located and					12		
ne 20).					8		
n A.	**0**	**1**	**0**	**0**	**120**	**20**	
on A.	**$0.00**	**$175.00**	**$0.00**	**$0.00**	**$18,600.00**	**$2,800.00**	**$14,3**
tion A.							

vers and service lines to be provided by Hoerr Construction.

	Mileage	Reproduction	Telephone	Postage	Survey	CADD
	$1,250.00	$75.00	$75.00	$0.00	$250.00	$300.00
	$1,250.00	**$75.00**	**$75.00**	**$0.00**	**$250.00**	**$300.00**

Part 2 Final Design and Construction Contract Documents

	LABOR HOURS	SALARY	EXPENSES	OUTSIDE SERVICES	TOTAL
SHEETS (PLOT)	22	$3,080.00	$450.00	$0.00	$3,530.00
S (ALGN)	74	$11,410.00	$460.00	$0.00	$11,870.00
GN (DRNG)	0	$0.00	$0.00	$0.00	$0.00
IGN (PVMT)	0	$0.00	$0.00	$0.00	$0.00
TING DESIGN (RWL)	0	$0.00	$0.00	$0.00	$0.00
SING REVIEW (SWR)	0	$0.00	$0.00	$0.00	$0.00
IS (UTIL)	64	$9,745.00	$460.00	$0.00	$10,205.00
	580	$87,220.00	$5,145.00	$0.00	$92,365.00
T)	98	$14,880.00	$395.00	$0.00	$15,275.00
SIONS/PROPOSAL BOOKLET (SPEC)	100	$16,570.00	$150.00	$0.00	$16,720.00
ANCE (BID)	22	$3,850.00	$220.00	$0.00	$4,070.00
DINATION & MANAGEMENT (ADMN)	108	$18,190.00	$320.00	$0.00	$18,510.00
THRU L - BASIC DESIGN SERVICES	1068	$164,945.00	$7,600.00	$0.00	$172,545.00
ATIONS (PRMT)	16	$2,555.00	$62.50	$0.00	$2,617.50
L CLEARANCES (ENVR)	6	$945.00	$115.00	$0.00	$1,060.00
TION & LOAN (IEPA)	56	$9,250.00	$150.00	$0.00	$9,400.00
ATION MEETING (PIM)	36	$5,555.00	$322.50	$0.00	$5,877.50
SUPPORT SERVICES (CON)	0	$0.00	$0.00	$0.00	$0.00
THRU Q - SUPPLEMENTAL DESIGN SERVICES	114	$18,305.00	$650.00	$0.00	$18,955.00
S A THRU Q	1182	$183,250.00	$8,250.00	$0.00	$191,500.00

at 1"=20'.

t 1"=20'. 12
at 1"=30'. 4
et. 6

A.	**0**	**0**	**0**	**0**	**0**	**22**	
on A.	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$3,080.00**	**$0**
tion A.							

and Grant and pavement patching on Olive. Assumes new storm sewer on Taylor and Grant only.

y's sewer lining contract instead of with this project.
only.
nd Grant will be relocated from properties on the south side of Taylor, north side of Taylor, and south side of Olive.
ate 50' intervals along Moore, Taylor, and Grant as necessary. Assumes cross sections will not be provided on Olive.

	1	1				
	8		6		8	
		8	2		10	
etry and elevations at 4 intersections.	12		12		6	

B.	**0**	**21**	**9**	**20**	**0**	**24**	
on B.	**$0.00**	**$3,675.00**	**$1,575.00**	**$2,800.00**	**$0.00**	**$3,360.00**	**$0**
tion B.							

tion will be provided by City.
rant, and Olive. Develop proposed profiles for Moore, Taylor, and Grant.

harges.
orm sewer for capacity.

n C.	**0**	**0**	**0**	**0**	**0**	**0**	
on C.	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0**
tion C.							

lysis locations limited to Taylor and Grant only.

s of curb & gutter replacement only.

nation to be provided by City.

n D.	**0**	**0**	**0**	**0**	**0**	**0**	
on D.	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0**
tion D.							

ocated by Ameren where necessary.

n E.	**0**	**0**	**0**	**0**	**0**	**0**	
on E.	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0**
tion E.							

or replacement.

n F.	**0**	**0**	**0**	**0**	**0**	**0**	
on F.	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0**
tion F.							

n.

ies for utility mapping. Prepare				4			
npanies and from field survey.				2		8	
e to mitigate.		2	2	4			
ates.		1		1			
ips).					8	8	
				4			
heir facilities (assume 2 meetings).		4	4	4			
he City on issuing permits.		2	4	2			

n G.	**0**	**9**	**10**	**21**	**8**	**16**	
on G.	**$0.00**	**$1,575.00**	**$1,750.00**	**$2,940.00**	**$1,240.00**	**$2,240.00**	**$0**
tion G.							

l.

		3	1	1			3
		2					2
			1	1			2
		2	1	2			4
		4	1	4			9
		7		7			16
=40').					12		
sheets).		8		14			13
		6		12			22
@ 1" = 20').		15	5	20			35
20').							
').		4	20				72
= 30').			12				16
			6				10
" = 40').							
		8		22			18
		3		5			8
		19		16			40
	12						
		2	2	2			6
omments.		6	4	4			10
eview comments.		2	2	2			6
fter final plans have been approved.							
							2
n H.	**12**	**93**	**55**	**112**	**12**	**296**	
on H.	**$2,340.00**	**$16,275.00**	**$9,625.00**	**$15,680.00**	**$1,860.00**	**$41,440.00**	**$0**
tion H.							

ewer on Taylor and Grant; and new water main on Taylor, Grant, and Olive.
d non-loan-eligible items.
the plans.

		8	4	4			
		4					
	2						
		2					
l.	**2**	**22**	**8**	**34**	**0**	**16**	
on l.	**$390.00**	**$3,850.00**	**$1,400.00**	**$4,760.00**	**$0.00**	**$2,240.00**	**$2,240**
tion l.							
d non-loan-eligible items.							
an-eligible items.							
		8	8	20			
		24	2				
	6						
		2	2	2			
review comments.		4	4	4			
rporate review comments.		4	4	4			
T documents after final proposal							
		2					
J.	**6**	**44**	**20**	**30**	**0**	**0**	
on J.	**$1,170.00**	**$7,700.00**	**$3,500.00**	**$4,200.00**	**$0.00**	**$0.00**	**$0**
tion J.							

will not be revised after approval.

		2	2				
enda.		3	5				
		2					
		4					
ler.		4					
n K.	**0**	**15**	**7**	**0**	**0**	**0**	
on K.	**$0.00**	**$2,625.00**	**$1,225.00**	**$0.00**	**$0.00**	**$0.00**	**$0**
tion K.							

by City. Paper copies of bid documents will not be distributed.

	1	8					
	1	2	1	1	1	1	
		8					
s with City).		8	8				
		6					
).	5	15					
21 - Dec 2022).		10					
		13			12		
n L.	**7**	**70**	**9**	**1**	**13**	**1**	
on L.	**$1,365.00**	**$12,250.00**	**$1,575.00**	**$140.00**	**$2,015.00**	**$140.00**	**$210**
tion L.							
HRU L	**27**	**274**	**118**	**218**	**33**	**375**	
A THRU L	**$5,265.00**	**$47,950.00**	**$20,650.00**	**$30,520.00**	**$5,115.00**	**$52,500.00**	**$2,450**

IEPA.
PA. 6

n M.	**0**	**3**	**6**	**3**	**0**	**0**	
on M.	**$0.00**	**$525.00**	**$1,050.00**	**$420.00**	**$0.00**	**$0.00**	**$560**
tion M.							

1
2

nary Site Investigation.

n N.	**0**	**0**	**3**	**0**	**0**	**0**	
on N.	**$0.00**	**$0.00**	**$525.00**	**$0.00**	**$0.00**	**$0.00**	**$420**
tion N.							

ired remediation.
d remediation.
vaste screening.

			4				
eview and address comments.			2				
ding from IEPA.	4	6	14				
IEPA.		2	6				

n O.	**4**	**8**	**26**	**0**	**0**	**0**	

		1	4	4		5	
		2	2	1			
		1					
		2	2	2			
s.		2	2	2			
n P.	**0**	**9**	**10**	**9**	**0**	**5**	
on P.	**$0.00**	**$1,575.00**	**$1,750.00**	**$1,260.00**	**$0.00**	**$700.00**	**$0**
tion P.							

its and other interested persons. Public notice advertising costs to be paid by City.

n Q.	**0**	**0**	**0**	**0**	**0**	**0**	
on Q.	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0**
tion Q.							
U Q							
THRU Q	**4**	**20**	**45**	**12**	**0**	**5**	
M THRU Q	**$780.00**	**$3,500.00**	**$7,875.00**	**$1,680.00**	**$0.00**	**$700.00**	**$3,500**
- ITEMS M THRU Q							
A THRU Q	**31**	**294**	**163**	**230**	**33**	**380**	
MS A THRU Q	**$6,045.00**	**$51,450.00**	**$28,525.00**	**$32,200.00**	**$5,115.00**	**$53,200.00**	**$5,950**
ARY - ITEMS A THRU Q							

	Mileage	Meals	Reproduction	Telephone	Postage	Supplies
PLOT)	$0.00	$0.00	$10.00	$0.00	$0.00	$0.00
	$0.00	$0.00	$15.00	$25.00	$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
GN (RWL)	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
W (SWR)	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
	$150.00	$0.00	$125.00	$25.00	$0.00	$0.00
	$0.00	$0.00	$240.00	$75.00	$0.00	$0.00
	$0.00	$0.00	$50.00	$25.00	$0.00	$0.00
POSAL BOOKLET (SPEC)	$0.00	$0.00	$125.00	$25.00	$0.00	$0.00
)	$120.00	$0.00	$75.00	$25.00	$0.00	$0.00
& MANAGEMENT (ADMN)	$120.00	$0.00	$100.00	$50.00	$50.00	$0.00
RMT)	$0.00	$0.00	$25.00	$25.00	$12.50	$0.00
NCES (ENVR)	$0.00	$0.00	$15.00	$25.00	$12.50	$62.50
AN (IEPA)	$0.00	$0.00	$100.00	$25.00	$25.00	$0.00
ETING (PIM)	$60.00	$0.00	$100.00	$25.00	$0.00	$37.50
SERVICES (CON)	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
	$450.00	**$0.00**	**$980.00**	**$350.00**	**$100.00**	**$100.00**

	LABOR HOURS	SALARY	EXPENSES	OUTSIDE SERVICES	TOTAL
ON (ROW)	32	$5,000.00	$500.00	$0.00	$5,500
	32	$5,000.00	$500.00	$0.00	$5,500

proposed easements.		1			1	
					1	
nt records.					3	
ADD.		1			1	
					8	
					4	
					6	
					6	
ction A.	**0**	**2**	**0**	**0**	**30**	**0**
Section A.	**$0.00**	**$350.00**	**$0.00**	**$0.00**	**$4,650.00**	**$0.00**
y Section A.						

	Mileage	Reproduction	Telephone	Postage	Survey	CADD
	$30.00	$50.00	$5.00	$15.00	$0.00	$400.00
	$30.00	**$50.00**	**$5.00**	**$15.00**	**$0.00**	**$400.00**

CITY OF Bloomington ILLINOIS

CONSENT AGENDA ITEM NO. 8.P

FOR COUNCIL: April 12, 2021

SPONSOR: Public Works Department

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and action to approve an Agreement with George Gildner, Inc., for the FY 2022 Street, Alley, and Sidewalk Maintenance Program (Bid #2021-26), in the amount of $198,850, as requested by the Public Works Department.

RECOMMENDED MOTION:
The proposed Agreement be approved.

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

STRATEGIC PLAN SIGNIFICANCE:
-Objective 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 2a. Better quality roads and sidewalks

BACKGROUND: Public Works is recommending the approval of an Agreement with George Gildner, Inc., for the FY 2022 Street, Alley, and Sidewalk Maintenance Program in the amount of $198,850.

The Street, Alley, and Sidewalk Maintenance Program includes maintenance and repair of streets, alleys, sidewalks, curb and gutter, and other related items on City-owned properties. Due to the lack of necessary equipment or manpower, this work is beyond the capability of City crews. The budget for the FY 2022 Street, Alley and Sidewalk Maintenance Program is $200,000.

The Public Works Department prepared the FY 2022 Street, Alley, and Sidewalk Maintenance Program proposal package and advertised the project for competitive bids. Bids for this contract were received until 1:00 PM Tuesday, March 23, 2021, electronically and at Grossinger Motors Arena. Staff received four (4) bids and opened them at 2:00 PM Tuesday, March 23, 2021, in the City Council Chambers, streamed live on the City website.

The proposal included a Base Bid (A) and an Additive Alternative (B) for this project. The Additive Alternative (B) increased the Base Bid (A) quantities, was included in this proposal in case the City received favorable pricing within the FY 2022 budget and was the desirable result. The details of (A) and (B) are included with the attached Bid Tab. The value below is the combined Base Bid (A) and Additive Alternative (B) as a total bid price ($198,850.00).

The selection of a different combination of Alternatives would result in the same contractor being awarded this contract.

Contractor	Bid Amount (Bid #2021-26)
George Gildner, Inc.	**$198,850.00**
Stark Excavating, Inc.	$252,525.00
McLean County Asphalt, Inc.	$234,105.00
SNC Construction	$234,018.75

Public Works did not receive any other complete bids.

This is an annual maintenance contract, which includes multiple projects assigned at various times throughout the fiscal year. Therefore, the start and completion dates for each individual project will vary.

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 this program includes essential City repairs that includes streets, alleys and sidewalks that are sometimes emergency in nature. Due to the lack of necessary equipment or manpower, this work is beyond the capability of City crews. However, it is required to maintain City infrastructure.

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: The Request for Bids was advertised in *The Pantagraph* on March 2, 2021.

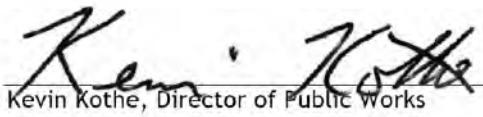
FINANCIAL IMPACT: If approved, $198,850 will be awarded and will be paid out of the Capital Improvement (Asphalt & Concrete) Fund-Street Construction and Improvement account (40120200-72530). The budget for this project is $200,000. Stakeholders can locate this in the FY 2022 Proposed Budget Book titled "Other Funds & Capital Improvement" on pages 66, 168, 208 and 212.

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: Ward Snarr, Civil Engineer II

Reviewed by:



Kevin Kothe, Director of Public Works 3/31/2021



Carla Murillo, Procurement Manager 4/5/2021



Chris Tomerlin, Budget Manager 4/5/2021



Jeffrey R. Jurgens, Corporation Counsel 4/5/2021



Tara Henry, Legislative Assistant 4/7/2021

Recommended by:



Tim Gleason, City Manager

Attachments:

- PW 15B Agreement_FY22 Street, Alley, and Sidewalk Maintenance Program Agreement 04122021
- PW 15C Bid Tab_FY22 Street, Alley, and Sidewalk Maintenance Program Agreement 04122021

AGREEMENT

THIS AGREEMENT, made and entered into this **Monday, April 12, 2021,** by and between, **George Gildner Inc.,** first party, also hereinafter referred to as "Contractor", and the City of Bloomington, a municipal corporation, second party.

WITNESSETH:

THAT WHEREAS, the City of Bloomington, did on **March 2, 2021,** by advertisement, call for bids for furnishing all labor and material for the construction of **FY2022 STREET ALLEY & SIDEWALK MAINTENANCE** project for said City.

AND WHEREAS, in pursuance of said call for bids said first party, did on **Tuesday, March 23, 2021**, submit this bid to said City of Bloomington for furnishing all of the labor and materials for the construction of **FY2022 STREET ALLEY & SIDEWALK MAINTENANCE** on file in the office of the City Engineer of said City. A copy of which specifications, plans and profiles of said improvement on file in the City Engineer's Office are hereby referred to and made a part hereof by reference, and said first party being the lowest responsible bidder was awarded the contract for the construction of the said improvement, which bid of said Contractor is hereto attached and made a part hereof.

THEREFORE, it is covenanted and agreed upon the part of said first party that in consideration of the amounts to be paid by said City, he will furnish all labor, tools, machinery and materials for the construction of said improvement complete, in accordance with the said plans, profiles and specifications, call for bids, and said contractor's bid, each herein set out and made a part hereof.

And it is also understood and agreed that the Bid Package, Specifications, Special Provisions, Contractor's Bid Form, Contract Bond and Project Addenda hereto attached, and the Plans for **FY2022 STREET ALLEY & SIDEWALK MAINTENANCE** are all essential documents of this contract and are a part hereof.

IT IS FURTHER AGREED that said Contractor will furnish a bond to the City of Bloomington in the penal sum of **$198,850.00** executed by said contractor and at least two responsible persons as sureties or by some surety company satisfactory to the said City of Bloomington and the City Council, as a guarantee that said Contractor faithfully will perform the work in accordance with this agreement.

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

IT IS FURTHER AGREED that said Contractor shall complete all work within **350 calendar days** of issuance of the written NOTICE TO PROCEED.

IT IS EXPRESSLY UNDERSTOOD AND AGREED that whenever the said City may deem necessary, additional or new bond shall be furnished by said Contractor with such sureties as will be satisfactory to the said City Council, as a guarantee that said Contractor will faithfully perform the work in accordance with the terms of this agreement.

IT IS FURTHER AGREED that should said Contractor fail to complete the work within the time herein specified for doing the same, then he shall pay the expense of the City Inspector or Inspectors from the date specified for completion until said work is completed and shall pay to the City all other expenses created by reason of such failure to complete said work in the specified time or by reason of such time being extended.

This agreement shall not be assigned, nor any part of the work subcontracted without the written consent of the City of Bloomington endorsed hereon, and in no case shall such consent relieve the party of the first part from the obligations herein entered into by said party, or change the terms of this agreement.

IT IS FURTHER STIPULATED AND AGREED by and between the parties hereto that all ordinances now in force in the City of Bloomington respecting and regulating public improvement, not in conflict with the terms of this contract, shall be a part and parcel of this contract.

The number of inspectors to be placed on said work shall be determined by the City of Bloomington, but if at any time on account of a disregard of any of the provisions of this contract by the said first party, or on account of the failure of said first party to faithfully perform the work in accordance with this contract, additional inspectors shall be deemed necessary by said City, the pay of such additional inspectors shall be charged to said Contractor and be deducted from the amount due said Contractor on final settlement under this contract.

The Contractor and all persons employed on the work shall obey the instruction of the City Engineer or the inspector on said work. Any person who shall refuse or neglect to so obey, or who shall be deemed incompetent by said City Engineer or said Inspector shall at once be removed from the work by the Contractor when so required by said Engineer or Inspector.

The City of Bloomington hereby covenants and agrees, in consideration of the faithful performance of the covenants and agreements in this contract specified to be kept and performed by first party, to pay party of the first part, when this contract shall be wholly carried out and completed upon the part of the said Contractor, and when said work shall have been finally accepted by said City of Bloomington, the amounts set forth in first party's bid in manner as herein and in said call for bids provided.

IT IS EXPRESSLY UNDERSTOOD AND AGREED that 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") including the Public Act 100-1177 effective June 1, 2019. 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.

IT IS FURTHER AGREED AND UNDERSTOOD that the work to be done pursuant to this contract shall be done under the direction and to the satisfaction of the City of Bloomington, and that, except as otherwise provided in the said ordinance or the judgment of the court, said City, except as by law provided, or any officer thereof, shall not be liable for any portion of the expense of said work, nor for any delinquency or persons or property assessed.

This contract and the bond herein provided, shall be signed in triplicate and be subject to the approval of the City of Bloomington.

IN TESTIMONY WHEREOF the said first party has hereunto set his hand and seal, and the City of Bloomington has caused this agreement to be signed by its Mayor, its corporate seal to be attached, and said signing and sealing to be attested by its City Clerk on the day and year first above written.

(Seal)

ATTEST;

_____
City Clerk

CITY OF BLOOMINGTON

By:_____
City Manager

WITNESS:

CONTRACTOR (Seal)

[redacted]

George Gildner, Inc.
2031 Ireland Grove Road
PO Box 846
Bloomington, IL 61702-0846

CITY OF BLOOMINGTON

FY2022 STREET, ALLEY & SIDEWALK MAINTENANCE

PROJECT NO. CITY # 50-16-53004-22-00

CITY BID NO. 2021-26

BID TABULATION

Bid Opening Date: 3/23/2021 Attended By: Carla Murillo

Bid Opening Time: 2:00 PM Misty Shafer

PREPARED BY: Ward Snarr

	2021 Budget						LOW BID					
Base Bid (A)	*$200,000.00*		*ENGINEERS ESTIMATE*		MCLEAN CO ASPHALT		**George Gildner, Inc.**		STARK EXCAVATING		SNC CONSTRUCTION	
LABOR / ITEM	UNIT	APPROX QTY	RATE	TOTAL	RATE	TOTAL	RATE	TOTAL	RATE	TOTAL	RATE	TOTAL
CEMENT MASON	HR	200	$70.00	$14,000.00	$94.00	$18,800.00	$86.00	$17,200.00	$93.75	$18,750.00	$82.00	$16,400.00
LABORER	HR	1250	$80.00	$100,000.00	$83.00	$103,750.00	$86.00	$107,500.00	$91.25	$114,062.50	$83.00	$103,750.00
OPERATING ENGINEER	HR	700	$85.00	$59,500.00	$99.00	$69,300.00	$72.00	$50,400.00	$115.00	$80,500.00	$91.00	$63,700.00
TRUCK DRIVER	HR	200	$25.00	$5,000.00	$80.00	$16,000.00	$10.00	$2,000.00	$60.00	$12,000.00	$67.50	$13,500.00
			TOTAL	$178,500.00		$207,850.00		**$177,100.00**		$225,312.50		$197,350.00

Additive Alternative (B)			*ENGINEERS ESTIMATE*		MCLEAN CO ASPHALT		**George Gildner, Inc.**		STARK EXCAVATING		SNC CONSTRUCTION	
LABOR / ITEM	UNIT	ESTIMATED QTY	RATE	TOTAL	RATE	TOTAL	RATE	TOTAL	RATE	TOTAL	RATE	TOTAL
CEMENT MASON	HR	70	$70.00	$4,900.00	$94.00	$6,580.00	$86.00	$6,020.00	$93.75	$6,562.50	$123.00	$8,610.00
LABORER	HR	140	$80.00	$11,200.00	$83.00	$11,620.00	$86.00	$12,040.00	$91.25	$12,775.00	$124.00	$17,360.00
OPERATING ENGINEER	HR	45	$85.00	$3,825.00	$99.00	$4,455.00	$72.00	$3,240.00	$115.00	$5,175.00	$136.50	$6,142.50
TRUCK DRIVER	HR	45	$25.00	$1,125.00	$80.00	$3,600.00	$10.00	$450.00	$60.00	$2,700.00	$101.25	$4,556.25
			TOTAL BID (B) =	$21,050.00		$26,255.00		**$21,750.00**		$27,212.50		$36,668.75
			TOTAL Base Bid (A) + Additive Alt. (B) =	$199,550.00		$234,105.00		**$198,850.00**		$252,525.00		$234,018.75

CITY OF Bloomington ILLINOIS

CONSENT AGENDA ITEM NO. 8.Q

FOR COUNCIL: April 12, 2021

SPONSOR: Public Works Department

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and action to approve an Agreement with George Gildner, Inc., for the FY 2022 Utility Maintenance Program (Bid #2021-24), in the amount of $2,176,500, as requested by the Public Works Department.

RECOMMENDED MOTION:
The proposed Agreement be approved.

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

STRATEGIC PLAN SIGNIFICANCE:
-Objective 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 2a. Better quality roads and sidewalks

BACKGROUND: Public Works is recommending the approval of an Agreement with George Gildner, Inc., for the FY 2022 Utility Maintenance Program in the amount of $2,176,500.

The Utility Maintenance Program includes sanitary sewer, storm sewer, force main, pump station, water main, and other City utility repairs that are emergency and non-emergency work. Due to the lack of necessary equipment or manpower, this work is beyond the capability of City crews. The budget for the FY 2022 Utility Maintenance Program is $2,328,000.

The Public Works Department prepared the FY 2022 Utility Maintenance Program proposal package and advertised the project for competitive bids. Bids for this contract were received until 1:00 PM Tuesday, March 23, 2021, electronically or at Grossinger Motors Arena. Staff received three (3) bids and opened them at 1:30 PM Tuesday, March 23, 2021, in the City Council Chambers, streamed live on the City website.

Contractor	Bid Amount (Bid #2021-24)
George Gildner, Inc.	$2,176,500.00
Stark Excavating, Inc.	$2,988,415.00
Hoerr Construction, Inc.	$2,931,450.00

Public Works did not receive any other complete bids.

George Gildner Inc. is a local firm. The substantial completion date for this project is in the bid documents as April 30, 2022.

The proposal included a Base Bid (A) and an Additive Alternative (B) for this project. The Additive Alternative (B) increased the Base Bid (A) quantities and was included in this proposal in case the City received favorable pricing within the FY 2022 budget. The details of (A) and (B) are included with the attached Bid Tab. The value below is the combined Base Bid (A) and Additive Alternative (B) as a total bid price ($2,176,500.00).

Following review of the submitted bids, staff recommends the following final allocation as the best use of available funding. The budgeted amount is shown for reference only.

Fund		**Budget**	**Bid Award**
Storm Water		$505,000	$472,135.96
Sanitary Sewer		$903,000	$844,235.18
Water		$920,000	$860,128.86
	TOTAL	**$2,328,000**	**$2,176,500**

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 this program includes essential City utility repairs that are emergency and non-emergency. Due to the lack of necessary equipment or manpower, this work is beyond the capability of City crews. However, it is required to maintain City utility infrastructure.

The Storm Water Fund, Sanitary Sewer Fund, and Water Fund are Enterprise Funds that generate fees for funding their operations. Storm Water Fund fees are intended/dedicated solely for the support of storm water services to the City, including infrastructure expenditures, such as keeping lakes and streams clean, maintaining waterways to minimize erosion and damage to adjacent property, maintaining detention basins to reduce flooding and filter out pollution, street sweeping, and inlet maintenance and repairs. Sanitary Sewer Fund fees are intended/dedicated solely for the support of sanitary sewer services to the City, including infrastructure expenditures, such as ongoing maintenance and repairs to sanitary sewer and combined sewer infrastructure, emergency cave-ins, and sewer cleaning. 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 March 10, 2020.

FINANCIAL IMPACT: If approved, the contract for FY 2022 Utility Maintenance Program in the amount of $2,176,500 will be awarded to George Gildner Inc. Stakeholders can locate this in the FY 2022 Proposed Budget Book titled "Other Funds & Capital Improvement". The page numbers follow the specific accounts and dollar amounts:

	Budget	**Bid Award**
Storm Water - Repair Maint. Infrastructure (53103100-70550) page 99	$450,000	$420,715.21
Storm Water - Grading & Seeding (53103100-70580) page 99	$55,000	$51,420.75
Sanitary Sewer - Repair Maint. Infrastructure (51101100-70550) page	$800,000	$747,938.14

95		
Sanitary Sewer - Grading & Seeding (51101100-70580) page 95	$103,000	$96,297.04
Water - Lake Maintenance - Repair Maint. Infrastructure (50100140-70550) page 88	$70,000	$65,444.59
Water - Mechanical Maintenance - Repair Maint. Infrastructure (50100160-70550) page 91	$250,000	$233,730.67
Water - Meter Services-Other Capital Imp. (50100150-72620) page 90	$100,000	$93,492.26
Water- Transmission/Distribution - Repair Maint. Infrastructure (50100120-70550) page 84	$500,000	$467,461.34
Totals:	**$2,328,000**	**$2,176,500**

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, UEW-1.5 Reliable water supply and distribution system that meets the needs of the current and future residents, Objective UEW-1.7. Reliable and efficient collections systems (sanitary sewer, combined sewer, and storm sewer systems) to protect public health, safety and the environment.

Respectfully submitted for Council consideration.

Prepared by: Ward Snarr, Civil Engineer II

Reviewed by:

Kevin Kothe, Director of Public Works 3/31/2021

Carla Murillo, Procurement Manager 4/5/2021

Chris Tomerlin, Budget Manager 4/6/2021

Jeffrey R. Jurgens, Corporation Counsel 4/7/2021

Tara Henry, Legislative Assistant 4/7/2021

Recommended by:



Tim Gleason, City Manager

Attachments:

- PW 14B Agreement_FY22 Utility Maintenance Program Agreement 04122021
- PW 14C Bid Tab_Utility Maintenance Program Agreement 04122021

AGREEMENT

THIS AGREEMENT, Made and entered into this **Monday April 12, 2021,** by and between, **George Gildner, Inc.,** first party, also hereinafter referred to as "Contractor", and the City of Bloomington, a municipal corporation, second party.

WITNESSETH:

THAT WHEREAS, the City of Bloomington, did on **March 2, 2021,** by advertisement, call for bids for furnishing all labor and material for the construction of **FY2022 UTILITY MAINTENANCE** project for said City.

AND WHEREAS, in pursuance of said call for bids said first party, did on **Tuesday, March 23, 2021**, submit this bid to said City of Bloomington for furnishing all of the labor and materials for the construction of said **FY2022 UTILITY MAINTENANCE** on file in the office of the City Engineer of said City. A copy of which specifications, plans and profiles of said improvement on file in the City Engineer's Office are hereby referred to and made a part hereof by reference, and said first party being the lowest responsible bidder was awarded the contract for the construction of the said improvement, which bid of said Contractor is hereto attached and made a part hereof.

THEREFORE, it is covenanted and agreed upon the part of said first party that in consideration of the amounts to be paid by said City, he will furnish all labor, tools, machinery and materials for the construction of said improvement complete, in accordance with the said plans, profiles and specifications, call for bids, and said contractor's bid, each herein set out and made a part hereof.

And it is also understood and agreed that the Bid Package, Specifications, Special Provisions, Contractor's Bid Form, Contract Bond and Project Addenda hereto attached, and the Plans for **FY2022 UTILITY MAINTENANCE** are all essential documents of this contract and are a part hereof.

IT IS FURTHER AGREED that said Contractor will furnish a bond to the City of Bloomington in the penal sum of **$2,176,500.00** executed by said contractor and at least two responsible persons as sureties or by some surety company satisfactory to the said City of Bloomington and the City Council, as a guarantee that said Contractor faithfully will perform the work in accordance with this agreement.

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

IT IS FURTHER AGREED that said Contractor shall complete all work within **350 calendar days** of issuance of the written NOTICE TO PROCEED.

IT IS EXPRESSLY UNDERSTOOD AND AGREED that whenever the said City may deem necessary, additional or new bond shall be furnished by said Contractor with such sureties as will be satisfactory to the said City Council, as a guarantee that said Contractor will faithfully perform the work in accordance with the terms of this agreement.

IT IS FURTHER AGREED that should said Contractor fail to complete the work within the time herein specified for doing the same, then he shall pay the expense of the City Inspector or Inspectors from the date specified for completion until said work is completed and shall pay to the City all other expenses created by reason of such failure to complete said work in the specified time or by reason of such time being extended.

This agreement shall not be assigned, nor any part of the work subcontracted without the written consent of the City of Bloomington endorsed hereon, and in no case shall such consent relieve the party of the first part from the obligations herein entered into by said party, or change the terms of this agreement.

IT IS FURTHER STIPULATED AND AGREED by and between the parties hereto that all ordinances now in force in the City of Bloomington respecting and regulating public improvement, not in conflict with the terms of this contract, shall be a part and parcel of this contract.

The number of inspectors to be placed on said work shall be determined by the City of Bloomington, but if at any time on account of a disregard of any of the provisions of this contract by the said first party, or on account of the failure of

said first party to faithfully perform the work in accordance with this contract, additional inspectors shall be deemed necessary by said City, the pay of such additional inspectors shall be charged to said Contractor and be deducted from the amount due said Contractor on final settlement under this contract.

The Contractor and all persons employed on the work shall obey the instruction of the City Engineer or the inspector on said work. Any person who shall refuse or neglect to so obey, or who shall be deemed incompetent by said City Engineer or said Inspector shall at once be removed from the work by the Contractor when so required by said Engineer or Inspector.

The City of Bloomington hereby covenants and agrees, in consideration of the faithful performance of the covenants and agreements in this contract specified to be kept and performed by first party, to pay party of the first part, when this contract shall be wholly carried out and completed upon the part of the said Contractor, and when said work shall have been finally accepted by said City of Bloomington, the amounts set forth in first party's bid in manner as herein and in said call for bids provided.

IT IS EXPRESSLY UNDERSTOOD AND AGREED that 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") including the Public Act 100-1177 effective June 1, 2019. 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.

IT IS FURTHER AGREED AND UNDERSTOOD that the work to be done pursuant to this contract shall be done under the direction and to the satisfaction of the City of Bloomington, and that, except as otherwise provided in the said ordinance or the judgment of the court, said City, except as by law provided, or any officer thereof, shall not be liable for any portion of the expense of said work, nor for any delinquency or persons or property assessed.

This contract and the bond herein provided, shall be signed in triplicate and be subject to the approval of the City of Bloomington.

IN TESTIMONY WHEREOF the said first party has hereunto set his hand and seal, and the City of Bloomington has caused this agreement to be signed by its Mayor, its corporate seal to be attached, and said signing and sealing to be attested by its City Clerk on the day and year first above written.

(Seal)

ATTEST;

_____
City Clerk

CITY OF BLOOMINGTON

By:_____
City Manager

WITNESS:

CONTRACTOR (Seal)

[redacted]

George Gildner, Inc.
2031 Ireland Grove Road
PO Box 846
Bloomington, IL 61702-0846

CITY OF BLOOMINGTON

FY2022 UTILITY MAINTENANCE

PROJECT NO. CITY # 50-18-53005-22-00

CITY BID NO. 2021-24

BID TABULATION

Bid Opening Date: 3/23/2021 Attended By: Carla Murillo

Bid Opening Time: 1:30 PM Misty Shafer

PREPARED BY: Ward Snarr

	2022 Budget				LOW BID					
Base Bid (A)	$2,328,000.00		*ENGINEERS ESTIMATE*		**George Gildner, Inc.**		Stark Excavating, Inc.		Hoerr Construction, Inc.	
LABOR / ITEM	UNIT	ESTIMATED QTY	RATE	TOTAL	**RATE**	**TOTAL**	RATE	TOTAL	RATE	TOTAL
LABORER/CEMENT MASON	HR	13000	$86.00	$1,118,000.00	$86.00	$1,118,000.00	$91.25	$1,186,250.00	$97.00	$1,261,000.00
OPERATING ENGINEER	HR	6000	$85.00	$510,000.00	$72.00	$432,000.00	$115.00	$690,000.00	$115.00	$690,000.00
PLUMBER	HR	3000	$65.00	$195,000.00	$68.00	$204,000.00	$94.60	$283,800.00	$70.00	$210,000.00
TRUCK DRIVER	HR	5000	$20.00	$100,000.00	$10.00	$50,000.00	$60.00	$300,000.00	$25.00	$125,000.00
EMERGENCY RATES (ONLY USED IF AGREED BY CITY PRIOR TO WORK)	UNIT	ESTIMATED QTY	RATE	TOTAL	RATE	TOTAL		TOTAL		TOTAL
EMERGENCY LABORER	HR	1200	$86.00	$103,200.00	$86.00	$103,200.00	$96.25	$115,500.00	$145.00	$174,000.00
EMERGENCY OPERATING ENGINEER	HR	700	$85.00	$59,500.00	$72.00	$50,400.00	$120.00	$84,000.00	$172.00	$120,400.00
EMERGENCY PLUMBER	HR	400	$65.00	$26,000.00	$68.00	$27,200.00	$94.60	$37,840.00	$105.00	$42,000.00
EMERGENCY TRUCK DRIVER	HR	600	$20.00	$12,000.00	$5.00	$3,000.00	$60.00	$36,000.00	$75.00	$45,000.00
			TOTAL BID (A) =	$2,123,700.00		$1,987,800.00		$2,733,390.00		$2,667,400.00

Additive Alternative (B)					**George Gildner, Inc.**		Stark Excavating, Inc.		Hoerr Construction, Inc.	
LABOR / ITEM	UNIT	ESTIMATED QTY	RATE	TOTAL	**RATE**	**TOTAL**	RATE	TOTAL	RATE	TOTAL
LABORER/CEMENT MASON	HR	1300	$86.00	$111,800.00	$85.00	$110,500.00	$91.25	$118,625.00	$97.00	$126,100.00
OPERATING ENGINEER	HR	500	$85.00	$42,500.00	$72.00	$36,000.00	$115.00	$57,500.00	$115.00	$57,500.00
PLUMBER	HR	200	$65.00	$13,000.00	$64.00	$12,800.00	$94.60	$18,920.00	$70.00	$14,000.00
TRUCK DRIVER	HR	300	$20.00	$6,000.00	$5.00	$1,500.00	$60.00	$18,000.00	$25.00	$7,500.00
EMERGENCY RATES (ONLY USED IF AGREED BY CITY PRIOR TO WORK)	UNIT	ESTIMATED QTY	RATE	TOTAL	RATE	TOTAL		TOTAL	RATE	TOTAL
EMERGENCY LABORER	HR	200	$86.00	$17,200.00	$85.00	$17,000.00	$96.25	$19,250.00	$145.00	$29,000.00
EMERGENCY OPERATING ENGINEER	HR	100	$85.00	$8,500.00	$72.00	$7,200.00	$120.00	$12,000.00	$172.00	$17,200.00
EMERGENCY PLUMBER	HR	50	$65.00	$3,250.00	$64.00	$3,200.00	$94.60	$4,730.00	$105.00	$5,250.00
EMERGENCY TRUCK DRIVER	HR	100	$20.00	$2,000.00	$5.00	$500.00	$60.00	$6,000.00	$75.00	$7,500.00
			TOTAL BID (B) =	$204,250.00		$188,700.00		$255,025.00	$153.00	$264,050.00

TOTAL Base Bid (A) + Additive Alt. (B) =	$2,327,950.00	$2,176,500.00	$2,988,415.00	$2,931,450.00

CITY OF Bloomington ILLINOIS

CONSENT AGENDA ITEM NO. 8.R

FOR COUNCIL: April 12, 2021

SPONSOR: Public Works Department and Information Technology Department

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and action to approve an Agreement between the City of Bloomington and Environmental Systems Research Institute, Inc. (ESRI) in the amount of $55,000 annually for a three-year period, for the purpose of Software Licensing and Related Services for the City's Geographic Information System (GIS), as requested by the Public Works Department and the Information Technology Department.

RECOMMENDED MOTION:
The proposed Agreement 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

BACKGROUND: Public Works and Information Technology are recommending approval of a Small Government Enterprise License Agreement between the City of Bloomington and Environmental Systems Research Institute, Inc. (ESRI), in the amount of $55,000 annually for a three-year period, for the purpose of Software Licensing and Related Services for the City's Geographic Information System (GIS).

This Agreement is for unlimited software licensing for the use of ArcGIS software suite. The City makes extensive use of this GIS software for purposes such as creating, maintaining, and analyzing geographic data as well as powering interactive web mapping applications for both City staff and the public. This license agreement also saves the City money by eliminating the need to individually purchase, deploy, and maintain multiple licenses and extensions in exchange for the three-year commitment.

The City has been using ESRI software since 1996 to manage geographic data and create maps. It also integrates with other software applications, including the City's general governmental software, sanitary sewer televising software, and providing access to data for further analysis and planning.

Several City departments, including Information Technology, Police, Fire, and Public Works use the GIS editing software daily. The license agreement also includes ArcGIS Online, ESRI's cloud-based GIS. Other City departments, including Parks, Recreation, and Cultural Arts are regular ArcGIS Online Users. Several of the interactive maps found on the City's website run in ArcGIS Online. The City utilizes the web components of the software to provide access to GIS information for all City employees and the public.

ESRI is active in the continued development of its products. New releases of the software are provided on a regular basis and this Enterprise License Agreement includes all updates within the three-year contract period.

City staff is aware of heightened concerns regarding the current COVID-19 pandemic. However, this expenditure is necessary, because the City's GIS system is used on a daily basis by multiple departments in the management of City operations and infrastructure and this agreement provides for the needed ongoing software upgrades.

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: N/A

FINANCIAL IMPACT: If approved, this agreement is for $55,000 annually for three years, not to exceed $165,000 beginning in FY 2021.

Funds for the Enterprise License Agreement for GIS Services with ESRI are included in the Information Technology-Repair/Maintenance Office & Computer account (10011610-70530). Stakeholders can locate this in the FY 2021 Budget Book titled "Budget Overview & General Fund" on page 158.

FY 2022 and FY 2023 will be paid from the Information Technology-Repair/Maintenance Office & Computer account (10011610-70530) and will be included in these budgets by the Information Technology Department.

The FY 2022 amount can be locate in the FY 2022 Proposed Budget Book titled "Budget Overview & General Fund" on page 138.

COMMUNITY DEVELOPMENT IMPACT: UEW-1 Provide quality public infrastructure within the City to protect public health, safety and the environment, UEW-1.1 Maintain the existing City operated infrastructure in good condition by prioritizing maintenance over building new and implementing fees to cover costs. TAQ-1 A safe and efficient network of streets, bicycle-pedestrian facilities and other infrastructure to serve users in any surface transportation mode, 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. TAQ-1.2 Data-driven transportation infrastructure policy and management.

Respectfully submitted for Council consideration.

Prepared by: Joe Palma, Engineering Technician

Reviewed by:

Craig McBeath, Director of Information Technology 3/30/2021

Kevin Kothe, Director of Public Works 3/31/2021

Carla Murillo, Procurement Manager 4/1/2021

Chris Tomerlin, Budget Manager 4/5/2021

Jeffrey R. Jurgens, Corporation Counsel 4/6/2021

Tara Henry, Legislative Assistant 4/7/2021

Recommended by:

Tim Gleason, City Manager

Attachments:

- PW 16B Agreement_Enterprise License Agreement for GIS Services with ESRI 04122021_Redacted
- PW 16C LSJF Enterprise License Agreement for GIS Services with ESRI 04122021

February 5, 2021

Craig McBeath
City of Bloomington
109 E Olive St
Bloomington, IL 61701

Dear Craig,

The Esri Small Municipal and County Government Enterprise Agreement (SGEA) is a three-year agreement that will grant your organization access to Esri term license software. The EA will be effective on the date executed and will require a firm, three-year commitment.

Based on Esri's work with several organizations similar to yours, we know there is significant potential to apply Geographic Information System (GIS) technology in many operational and technical areas within your organization. For this reason, we believe that your organization will greatly benefit from an Enterprise Agreement (EA).

An EA will provide your organization with numerous benefits including:

- A lower cost per unit for licensed software
- Substantially reduced administrative and procurement expenses
- Complete flexibility to deploy software products when and where needed

The following business terms and conditions will apply:

- All current departments, employees, and in-house contractors of the organization will be eligible to use the software and services included in the EA.
- If your organization wishes to acquire and/or maintain any Esri software during the term of the agreement that is not included in the EA, it may do so separately at the Esri pricing that is generally available for your organization for software and maintenance.
- The organization will establish a single point of contact for orders and deliveries and will be responsible for redistribution to eligible users.
- The organization will establish a Tier 1 support center to field calls from internal users of Esri software. The organization may designate individuals as specified in the EA who may directly contact Esri for Tier 2 technical support.
- The organization will provide an annual report of installed Esri software to Esri.
- Esri software and updates that the organization is licensed to use will be automatically available for downloading.
- The fee and benefits offered in this EA proposal are contingent upon your acceptance of Esri's Small Municipal and County Government EA terms and conditions.

- Licenses are valid for the term of the EA.

This program offer is valid for 90 days. To complete the agreement within this time frame, please contact me within the next seven days to work through any questions or concerns you may have.

To expedite your acceptance of this EA offer:

1. Sign and return the EA contract with a Purchase Order or issue a Purchase Order that references this EA Quotation and includes the following statement on the face of the Purchase Order:

   "THIS PURCHASE ORDER IS GOVERNED BY THE TERMS AND CONDITIONS OF THE ESRI SMALL MUNICIPAL AND COUNTY GOVERNMENT EA, AND ADDITIONAL TERMS AND CONDITIONS IN THIS PURCHASE ORDER WILL NOT APPLY."

   Have it signed by an authorized representative of the organization.

2. On the first page of the EA, identify the central point of contact/agreement administrator. The agreement administrator is the party that will be the contact for management of the software, administration issues, and general operations. Information should include name, title (if applicable), address, phone number, and e-mail address.

3. In the purchase order, identify the "Ship to" and "Bill to" information for your organization.

4. Send the purchase order and agreement to the address, email or fax noted below:

   Esri
   Attn: Customer Service SG-EA
   380 New York Street
   Redlands, CA 92373-8100

   e-mail: service@esri.com
   fax documents to: 909-307-3083

I appreciate the opportunity to present you with this proposal, and I believe it will bring great benefits to your organization.

Thank you very much for your consideration.

Best Regards,

Joe Araiza

Quotation # Q-415591

Date: February 22, 2021

Environmental Systems Research Institute, Inc.
380 New York St
Redlands, CA 92373-8100
Phone: (909) 793-2853 Fax: (909) 307-3049
DUNS Number: 06-313-4175 CAGE Code: 0AMS3

To expedite your order, please attach a copy of this quotation to your purchase order.
Quote is valid from: 2/5/2021 To: 5/6/2021

Customer # 105673 Contract #

City of Bloomington
Information Services Dept
109 E Olive St
Bloomington, IL 61701

ATTENTION: Craig McBeath
PHONE: (309) 434-2257
EMAIL: cmcbeath@cityblm.org

Material	Qty	Term	Unit Price	Total
168179	1	Year 1	$55,000.00	$55,000.00
Populations of 50,001 to 100,000 Small Government Term Enterprise License Agreement				
168179	1	Year 2	$55,000.00	$55,000.00
Populations of 50,001 to 100,000 Small Government Term Enterprise License Agreement				
168179	1	Year 3	$55,000.00	$55,000.00
Populations of 50,001 to 100,000 Small Government Term Enterprise License Agreement				

Subtotal:	$165,000.00
Sales Tax:	$0.00
Estimated Shipping and Handling (2 Day Delivery):	$0.00
Contract Price Adjust:	$0.00
Total:	$165,000.00

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

For questions contact:	Email:	Phone:
Joe Araiza	jaraiza@esri.com	312-609-0966 x5383

The items on this quotation are subject to and governed by the terms of this quotation, the most current product specific scope of use document found at https://assets.esri.com/content/dam/esrisites/media/legal/product-specific-terms-of-use/e300.pdf, and your applicable signed agreement with Esri. If no such agreement covers any item quoted, then Esri's standard terms and conditions found at https://go.esri.com/MAPS apply to your purchase of that item. Federal government entities and government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Supplemental terms and conditions found at https://www.esri.com/en-us/legal/terms/state-supplemental apply to some state and local government purchases. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's offerings. Acceptance of this quotation is limited to the terms of this quotation. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. Unless prohibited by law, the quotation information is confidential and may not be copied or released other than for the express purpose of system selection and purchase/license. The information may not be given to outside parties or used for any other purpose without consent from Esri. Delivery is FOB Origin.

ARAIZAJ **This offer is limited to the terms and conditions incorporated and attached herein.**

Esri Use Only:
Cust. Name _____
Cust. # _____
PO # _____
Esri Agreement # _____

SMALL ENTERPRISE AGREEMENT
COUNTY AND MUNICIPALITY GOVERNMENT
(E214-3)

This Agreement is by and between the organization identified in the Quotation (**"Customer"**) and **Environmental Systems Research Institute, Inc.** (**"Esri"**).

This Agreement sets forth the terms for Customer's use of Products and incorporates by reference (i) the Quotation and (ii) the Master Agreement. Should there be any conflict between the terms and conditions of the documents that comprise this Agreement, the order of precedence for the documents shall be as follows: (i) the Quotation, (ii) this Agreement, and (iii) the Master Agreement. This Agreement shall be governed by and construed in accordance with the laws of the state in which Customer is located without reference to conflict of laws principles, and the United States of America federal law shall govern in matters of intellectual property. The modifications and additional rights granted in this Agreement apply only to the Products listed in Table A.

Table A
List of Products

Uncapped Quantities

Desktop Software and Extensions (Single Use)
ArcGIS Desktop Advanced
ArcGIS Desktop Standard
ArcGIS Desktop Basic
ArcGIS Desktop Extensions: ArcGIS 3D Analyst, ArcGIS Spatial Analyst, ArcGIS Geostatistical Analyst, ArcGIS Publisher, ArcGIS Network Analyst, ArcGIS Schematics, ArcGIS Workflow Manager, ArcGIS Data Reviewer

Enterprise Software and Extensions
ArcGIS Enterprise and Workgroup (Advanced and Standard)
ArcGIS Monitor
ArcGIS Enterprise Extensions: ArcGIS 3D Analyst, ArcGIS Spatial Analyst, ArcGIS Geostatistical Analyst, ArcGIS Network Analyst, ArcGIS Schematics, ArcGIS Workflow Manager

Enterprise Additional Capability Servers
ArcGIS Image Server

Developer Tools
ArcGIS Engine
ArcGIS Engine Extensions: ArcGIS 3D Analyst, ArcGIS Spatial Analyst, ArcGIS Engine Geodatabase Update, ArcGIS Network Analyst, ArcGIS Schematics
ArcGIS Runtime (Standard)
ArcGIS Runtime Analysis Extension

Limited Quantities

One (1) Professional subscription to ArcGIS Developer
Two (2) ArcGIS CityEngine Single Use Licenses
250 ArcGIS Online Viewers
250 ArcGIS Online Creators
37,500 ArcGIS Online Service Credits
250 ArcGIS Enterprise Creators
5 ArcGIS Insights in ArcGIS Enterprise
5 ArcGIS Insights in ArcGIS Online
50 ArcGIS Tracker for ArcGIS Enterprise
50 ArcGIS Tracker for ArcGIS Online
4 ArcGIS Parcel Fabric User Type Extensions (Enterprise)
4 ArcGIS Utility Network User Type Extensions (Enterprise)

OTHER BENEFITS

Number of Esri User Conference registrations provided annually	**4**
Number of Tier 1 Help Desk individuals authorized to call Esri	**4**
Maximum number of sets of backup media, if requested*	**2**
Five percent (5%) discount on all individual commercially available instructor-led training classes at Esri facilities purchased outside this Agreement	

*Additional sets of backup media may be purchased for a fee

Customer may accept this Agreement by signing and returning the whole Agreement with (i) the Quotation attached, (ii) a purchase order, or (iii) another document that matches the Quotation and references this Agreement ("**Ordering Document**"). **ADDITIONAL OR CONFLICTING TERMS IN CUSTOMER'S PURCHASE ORDER OR OTHER DOCUMENT WILL NOT APPLY, AND THE TERMS OF THIS AGREEMENT WILL GOVERN.** This Agreement is effective as of the date of Esri's receipt of an Ordering Document, unless otherwise agreed to by the parties ("**Effective Date**").

Term of Agreement: Three (3) years

This Agreement supersedes any previous agreements, proposals, presentations, understandings, and arrangements between the parties relating to the licensing of the Products. Except as provided in Article 4—Product Updates, no modifications can be made to this Agreement.

Accepted and Agreed:

_____	ENVIRONMENTAL SYSTEMS RESEARCH INSTITUTE, INC.
(Customer)	(Esri)
By: _____	By: Tim [redacted]
Authorized Signature	Authorized Signature
Printed Name: _____	Printed Name: Timothy Brazeal
Title: _____	Title: Manager, Commercial and Government Contracts
Date: _____	Date: Apr 6, 2021

CUSTOMER CONTACT INFORMATION

Contact: Troy Olson	Telephone: 309-434-2225
Address: 115 E. Washington Street	Fax: 309-434-2201
City, State, Postal Code: Bloomington, IL 61701	E-mail: tolson@cityblm.org
Country: United States	
Quotation Number (if applicable): _____	

1.0—Additional Definitions

In addition to the definitions provided in the Master Agreement, the following definitions apply to this Agreement:

"Case" means a failure of the Software or Online Services to operate according to the Documentation where such failure substantially impacts operational or functional performance.

"Deploy", "Deployed" and "Deployment" mean to redistribute and install the Products and related Authorization Codes within Customer's organization(s).

"Fee" means the fee set forth in the Quotation.

"Maintenance" means Tier 2 Support, Product updates, and Product patches provided to Customer during the Term of Agreement.

"Master Agreement" means the applicable master agreement for Esri Products incorporated by this reference that is (i) found at https://www.esri.com/en-us/legal/terms/full-master-agreement and available in the installation process requiring acceptance by electronic acknowledgment or (ii) a signed Esri master agreement or license agreement that supersedes such electronically acknowledged master agreement.

"Product(s)" means the products identified in Table A—List of Products and any updates to the list Esri provides in writing.

"Quotation" means the offer letter and quotation provided separately to Customer.

"Technical Support" means the technical assistance for attempting resolution of a reported Case through error correction, patches, hot fixes, workarounds, replacement deliveries, or any other type of Product corrections or modifications.

"Tier 1 Help Desk" means Customer's point of contact(s) to provide all Tier 1 Support within Customer's organization(s).

"Tier 1 Support" means the Technical Support provided by the Tier 1 Help Desk.

"Tier 2 Support" means the Esri Technical Support provided to the Tier 1 Help Desk when a Case cannot be resolved through Tier 1 Support.

2.0—Additional Grant of License

2.1 Grant of License. Subject to the terms and conditions of this Agreement, Esri grants to Customer a personal, nonexclusive, nontransferable license solely to use, copy, and Deploy quantities of the Products listed in Table A—List of Products for the Term of Agreement (i) for the applicable Fee and (ii) in accordance with the Master Agreement.

2.2 Consultant Access. Esri grants Customer the right to permit Customer's consultants or contractors to use the Products exclusively for Customer's benefit. Customer will be solely responsible for compliance by consultants and contractors with this Agreement and will ensure that the consultant or contractor discontinues use of Products upon completion of work for Customer. Access to or use of Products by consultants or contractors not exclusively for Customer's benefit is prohibited. Customer may not permit its consultants or contractors to install Software or Data on consultant, contractor, or third-party computers or remove Software or Data from Customer locations, except for the purpose of hosting the Software or Data on Contractor servers for the benefit of Customer.

3.0—Term, Termination, and Expiration

3.1 Term. This Agreement and all licenses hereunder will commence on the Effective Date and continue for the duration identified in the Term of Agreement, unless this Agreement is terminated earlier as provided herein. Customer is only authorized to use Products during the Term of Agreement. For an Agreement with a limited term, Esri does not grant Customer an indefinite or a perpetual license to Products.

3.2 No Use upon Agreement Expiration or Termination. All Product licenses, all Maintenance, and Esri User Conference registrations terminate upon expiration or termination of this Agreement.

3.3 Termination for a Material Breach. Either party may terminate this Agreement for a material breach by the other party. The breaching party will have thirty (30) days from the date of written notice to cure any material breach.

3.4 Termination for Lack of Funds. For an Agreement with government or government-

owned entities, either party may terminate this Agreement before any subsequent year if Customer is unable to secure funding through the legislative or governing body's approval process.

3.5 Follow-on Term. If the parties enter into another agreement substantially similar to this Agreement for an additional term, the effective date of the follow-on agreement will be the day after the expiration date of this Agreement.

4.0—Product Updates

4.1 Future Updates. Esri reserves the right to update the list of Products in Table A—List of Products by providing written notice to Customer. Customer may continue to use all Products that have been Deployed, but support and upgrades for deleted items may not be available. As new Products are incorporated into the standard program, they will be offered to Customer via written notice for incorporation into the Products schedule at no additional charge. Customer's use of new or updated Products requires Customer to adhere to applicable additional or revised terms and conditions in the Master Agreement.

4.2 Product Life Cycle. During the Term of Agreement, some Products may be retired or may no longer be available to Deploy in the identified quantities. Maintenance will be subject to the individual Product Life Cycle Support Status and Product Life Cycle Support Policy, which can be found at https://support.esri.com/en/other-resources/product-life-cycle. Updates for Products in the mature and retired phases may not be available. Customer may continue to use Products already Deployed, but Customer will not be able to Deploy retired Products.

5.0—Maintenance

The Fee includes standard maintenance benefits during the Term of Agreement as specified in the most current applicable Esri Maintenance and Support Program document (found at https://www.esri.com/en-us/legal/terms/maintenance). At Esri's sole discretion, Esri may make patches, hot fixes, or updates available for download. No Software other than the defined Products will receive Maintenance. Customer may acquire maintenance for other Software outside this Agreement.

a. Tier 1 Support

1. Customer will provide Tier 1 Support through the Tier 1 Help Desk to all Customer's authorized users.
2. The Tier 1 Help Desk will be fully trained in the Products.
3. At a minimum, Tier 1 Support will include those activities that assist the user in resolving how-to and operational questions as well as questions on installation and troubleshooting procedures.
4. The Tier 1 Help Desk will be the initial point of contact for all questions and reporting of a Case. The Tier 1 Help Desk will obtain a full description of each reported Case and the system configuration from the user. This may include obtaining any customizations, code samples, or data involved in the Case.
5. If the Tier 1 Help Desk cannot resolve the Case, an authorized Tier 1 Help Desk individual may contact Tier 2 Support. The Tier 1 Help Desk will provide support in such a way as to minimize repeat calls and make solutions to problems available to Customer's organization.
6. Tier 1 Help Desk individuals are the only individuals authorized to contact Tier 2 Support. Customer may change the Tier 1 Help Desk individuals by written notice to Esri.

b. Tier 2 Support

1. Tier 2 Support will log the calls received from Tier 1 Help Desk.
2. Tier 2 Support will review all information collected by and received from the Tier 1 Help Desk including preliminary documented troubleshooting provided by the Tier 1 Help Desk when Tier 2 Support is required.
3. Tier 2 Support may request that Tier 1 Help Desk individuals provide verification of information, additional information, or answers to additional questions to

supplement any preliminary information gathering or troubleshooting performed by Tier 1 Help Desk.

4. Tier 2 Support will attempt to resolve the Case submitted by Tier 1 Help Desk.

5. When the Case is resolved, Tier 2 Support will communicate the information to Tier 1 Help Desk, and Tier 1 Help Desk will disseminate the resolution to the user(s).

6.0—Endorsement and Publicity

This Agreement will not be construed or interpreted as an exclusive dealings agreement or Customer's endorsement of Products. Either party may publicize the existence of this Agreement.

7.0—Administrative Requirements

7.1 OEM Licenses. Under Esri's OEM or Solution OEM programs, OEM partners are authorized to embed or bundle portions of Esri products and services with their application or service. OEM partners' business model, licensing terms and conditions, and pricing are independent of this Agreement. Customer will not seek any discount from the OEM partner or Esri based on the availability of Products under this Agreement. Customer will not decouple Esri products or services from the OEM partners' application or service.

7.2 Annual Report of Deployments. At each anniversary date and ninety (90) calendar days prior to the expiration of this Agreement, Customer will provide Esri with a written report detailing all Deployments. Upon request, Customer will provide records sufficient to verify the accuracy of the annual report.

8.0—Ordering, Administrative Procedures, Delivery, and Deployment

8.1 Orders, Delivery, and Deployment

a. Upon the Effective Date, Esri will invoice Customer and provide Authorization Codes to activate the nondestructive copy protection program that enables Customer to download, operate, or allow access to the Products. If this is a multi-year Agreement, Esri may invoice the Fee up to thirty (30) calendar days before the annual anniversary date for each year.

b. Undisputed invoices will be due and payable within thirty (30) calendar days from the date of invoice. Esri reserves the right to suspend Customer's access to and use of Products if Customer fails to pay any undisputed amount owed on or before its due date. Esri may charge Customer interest at a monthly rate equal to the lesser of one percent (1.0%) per month or the maximum rate permitted by applicable law on any overdue fees plus all expenses of collection for any overdue balance that remains unpaid ten (10) days after Esri has notified Customer of the past-due balance.

c. Esri's federal ID number is 95-2775-732.

d. If requested, Esri will ship backup media to the ship-to address identified on the Ordering Document, FOB Destination, with shipping charges prepaid. Customer acknowledges that should sales or use taxes become due as a result of any shipments of tangible media, Esri has a right to invoice and Customer will pay any such sales or use tax associated with the receipt of tangible media.

8.2 Order Requirements. Esri does not require Customer to issue a purchase order. Customer may submit a purchase order in accordance with its own process requirements, provided that if Customer issues a purchase order, Customer will submit its initial purchase order on the Effective Date. If this is a multi-year Agreement, Customer will submit subsequent purchase orders to Esri at least thirty (30) calendar days before the annual anniversary date for each year.

a. All orders pertaining to this Agreement will be processed through Customer's centralized point of contact.

b. The following information will be included in each Ordering Document:

(1) Customer name; Esri customer number, if known; and bill-to and ship-to addresses
(2) Order number
(3) Applicable annual payment due

9.0—MERGERS, ACQUISITIONS, OR DIVESTITURES

If Customer is a commercial entity, Customer will notify Esri in writing in the event of (i) a consolidation, merger, or reorganization of Customer with or into another corporation or entity; (ii) Customer's acquisition of another entity; or (iii) a transfer or sale of all or part of Customer's organization (subsections i, ii, and iii, collectively referred to as "**Ownership Change**"). There will be no decrease in Fee as a result of any Ownership Change.

9.1 If an Ownership Change increases the cumulative program count beyond the maximum level for this Agreement, Esri reserves the right to increase the Fee or terminate this Agreement and the parties will negotiate a new agreement.

9.2 If an Ownership Change results in transfer or sale of a portion of Customer's organization, that portion of Customer's organization will transfer the Products to Customer or uninstall, remove, and destroy all copies of the Products.

9.3 This Agreement may not be assigned to a successor entity as a result of an Ownership Change unless approved by Esri in writing in advance. If the assignment to the new entity is not approved, Customer will require any successor entity to uninstall, remove, and destroy the Products. This Agreement will terminate upon such Ownership Change.

Vendor Name & #: Environmental Systems Research Institute, Inc. (ESRI), 2475	Amount: $165,000 (FY22-24)	Date: 3/30/21

Description of item/service: Enterprise License Agreement for GIS Services with ESRI

Justification:

The City has been using ESRI software since 1996 to manage geographic data and create maps. It also integrates with other software applications, including the City's general governmental software, sanitary sewer televising software and providing access to data for further analysis and planning.

Several city departments, including Information Technology, Police, Fire and Public Works use the GIS editing software daily. The license agreement also includes ArcGIS Online, ESRI's cloud-based GIS. Other city departments, including Parks, Recreation, and Cultural Arts are regular ArcGIS Online Users, plus several of the interactive maps found on the City's website run in ArcGIS Online. The web components of the software are utilized to provide access to GIS information for all City employees and the public.

ESRI is active in the continued development of its products. New releases of the software are provided on a regular basis and this Enterprise License Agreement includes all updates within the three-year contract period.

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 — 4/1/2021

(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. Mueller — 4/6/2021

Name and Signature of Purchasing Agent or Designee — Date

CITY OF Bloomington ILLINOIS

CONSENT AGENDA ITEM NO. 8.S

FOR COUNCIL: April 12, 2021

SPONSOR: Public Works Department

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and action to approve an Agreement with Bodine Electric of Decatur, for the FY 2022 Traffic Signal Maintenance Program (Bid #2021-25), in the amount of $219,250, as requested by the Public Works Department.

RECOMMENDED MOTION:
The proposed Agreement be approved.

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

STRATEGIC PLAN SIGNIFICANCE:
-Objective 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 2a. Better quality roads and sidewalks

BACKGROUND: Public Works is recommending the approval of an Agreement with Bodine Electric of Decatur for the FY 2022 Traffic Signal Maintenance Program in the amount of $219,250.

The Traffic Signal Maintenance Program includes traffic signal mast arm, controller, and other signal equipment repairs or replacements and other work on City electric and traffic signal facilities that are both emergency and non-emergency. Due to the lack of necessary equipment or manpower, this work is beyond the capability of City crews. The budget for the FY2022 Traffic Signal Maintenance & Emergency Traffic Signal Repair Program is $220,000.

The Public Works Department prepared the FY 2022 Traffic Signal Maintenance Program proposal package and advertised the project for competitive bids. Bids for this contract were received until 1:00 PM Tuesday, March 23, 2021, electronically or at Grossinger Motors Arena. Staff received one (1) bid and opened them at 1:45 PM Tuesday, March 23, 2021, in the City Council Chambers, streamed live on the City website.

Contractor	Bid Amount (Bid #2021-25)
Bodine Electric of Decatur	$241,250.00
*Revised (Reduced Manhours)	**$219,250.00**

Public Works did not receive any other complete bids.

The substantial completion date for this project is in the bid documents as April 30, 2022.

The proposal included a Base Bid (A) and an Additive Alternative (B) for this project. The Additive Alternative (B) increased the Base Bid (A) quantities and was included in this proposal in case the City received favorable pricing within the FY 2022 budget ($220,000). The details of (A) and (B) are included with the attached Bid Tab.

The value below is ONLY the Base Bid (A) and the Additive Alternative (B) was not included, because the only bid price was approximately 25% higher than FY 2021 bid prices. With the higher unit prices, staff recommends only awarding the Base Bid (A) with a reduced value of quantity hours from 1750 hours to 1550 hours to stay within the budget. The reduced hours result in a total *Revised bid amount of $219,250. In accordance with bid provisions, staff has coordinated with the apparent low bidder and only bidder submitting on this project, Bodine Electric of Decatur. Staff performed this coordination in accordance with the bidding language that indicates the bid is made with the understanding that the quantities are approximate only, and that the City of Bloomington expressly reserves the right to increase or reduce quantities as they may deem necessary, to reject any and all bids, and to waive technicalities. Bodine has accepted the reduced total value of the contract. The higher bid price is attributed to only one bidder on this project. A revised total bid price of $219,250 is recommended by Staff to be awarded.

Bodine Electric of Decatur does not maintain a local office, however, because they were the only bidder, the City's Local Preference Policy is not applicable to this award.

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 this program includes essential City traffic signal repairs that are emergency and non-emergency. Due to the lack of necessary equipment or manpower, this work is beyond the capability of City crews. However, it is required to maintain City infrastructure.

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. If revenue decreases substantially work from this contract could be reduced even after this award. The contract stipulates that the City reserves the right to reduce the work performed at any time.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: The Request for Bids was advertised in *The Pantagraph* on March 2, 2021.

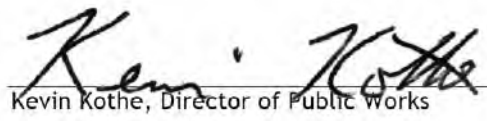
FINANCIAL IMPACT: If approved, $219,250 will be awarded out of the Engineering-Contracted Traffic Signal Repair account (10016210-70662). Stakeholders can locate this in the FY 2022 Proposed Budget Book titled "Budget Overview & General Fund" on page 240.

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, Objective UEW-1.7. Reliable and efficient collections systems (sanitary sewer, combined sewer, and storm sewer systems) to protect public health, safety and the environment.

Respectfully submitted for Council consideration.

Prepared by: Ward Snarr, Civil Engineer II

Reviewed by:



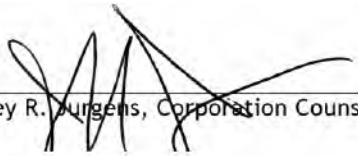
Kevin Kothe, Director of Public Works 3/31/2021



Carla Murillo, Procurement Manager 4/6/2021



Chris Tomerlin, Budget Manager 4/6/2021



Jeffrey R. Jurgens, Corporation Counsel 4/7/2021



Tara Henry, Legislative Assistant 4/7/2021

Recommended by:



Tim Gleason, City Manager

Attachments:

- PW 17B Agreement_ FY22 Traffic Signal Maintenance Program Agreement 04122021
- PW 17C Bid Tab_FY22 Traffic Signal Maintenance Program Agreement 04122021

AGREEMENT

THIS AGREEMENT, Made and entered into this **Monday April 12, 2021,** by and between, **Bodine Electric of Decator,** first party, also hereinafter referred to as "Contractor", and the City of Bloomington, a municipal corporation, second party.

WITNESSETH:

THAT WHEREAS, the City of Bloomington, did on **March 2, 2021,** by advertisement, call for bids for furnishing all labor and material for the construction of **FY2022 TRAFFIC SIGNAL MAINTENANCE** project for said City.

AND WHEREAS, in pursuance of said call for bids said first party, did on **Tuesday, March 23, 2021**, submit this bid to said City of Bloomington for furnishing all of the labor and materials for the construction of **FY2022 TRAFFIC SIGNAL MAINTENANCE** on file in the office of the City Engineer of said City. A copy of which specifications, plans and profiles of said improvement on file in the City Engineer's Office are hereby referred to and made a part hereof by reference, and said first party being the lowest responsible bidder was awarded the contract for the construction of the said improvement, which bid of said Contractor is hereto attached and made a part hereof.

THEREFORE, it is covenanted and agreed upon the part of said first party that in consideration of the amounts to be paid by said City, he will furnish all labor, tools, machinery and materials for the construction of said improvement complete, in accordance with the said plans, profiles and specifications, call for bids, and said contractor's bid, each herein set out and made a part hereof.

And it is also understood and agreed that the Bid Package, Specifications, Special Provisions, Contractor's Bid Form, Contract Bond and Project Addenda hereto attached, and the Plans for **FY2022 TRAFFIC SIGNAL MAINTENANCE** are all essential documents of this contract and are a part hereof.

IT IS FURTHER AGREED that said Contractor will furnish a bond to the City of Bloomington in the penal sum of **$219,250.00** executed by said contractor and at least two responsible persons as sureties or by some surety company satisfactory to the said City of Bloomington and the City Council, as a guarantee that said Contractor faithfully will perform the work in accordance with this agreement.

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

IT IS FURTHER AGREED that said Contractor shall complete all work within **350 calendar days** of issuance of the written NOTICE TO PROCEED.

IT IS EXPRESSLY UNDERSTOOD AND AGREED that whenever the said City may deem necessary, additional or new bond shall be furnished by said Contractor with such sureties as will be satisfactory to the said City Council, as a guarantee that said Contractor will faithfully perform the work in accordance with the terms of this agreement.

IT IS FURTHER AGREED that should said Contractor fail to complete the work within the time herein specified for doing the same, then he shall pay the expense of the City Inspector or Inspectors from the date specified for completion until said work is completed and shall pay to the City all other expenses created by reason of such failure to complete said work in the specified time or by reason of such time being extended.

This agreement shall not be assigned, nor any part of the work subcontracted without the written consent of the City of Bloomington endorsed hereon, and in no case shall such consent relieve the party of the first part from the obligations herein entered into by said party, or change the terms of this agreement.

IT IS FURTHER STIPULATED AND AGREED by and between the parties hereto that all ordinances now in force in the City of Bloomington respecting and regulating public improvement, not in conflict with the terms of this contract, shall be a part and parcel of this contract.

The number of inspectors to be placed on said work shall be determined by the City of Bloomington, but if at any time on account of a disregard of any of the provisions of this contract by the said first party, or on account of the failure of said first party to faithfully perform the work in accordance with this contract, additional inspectors shall be deemed necessary by said City, the pay of such additional inspectors shall be charged to said Contractor and be deducted from the amount due said Contractor on final settlement under this contract.

The Contractor and all persons employed on the work shall obey the instruction of the City Engineer or the inspector on said work. Any person who shall refuse or neglect to so obey, or who shall be deemed incompetent by said City Engineer or said Inspector shall at once be removed from the work by the Contractor when so required by said Engineer or Inspector.

The City of Bloomington hereby covenants and agrees, in consideration of the faithful performance of the covenants and agreements in this contract specified to be kept and performed by first party, to pay party of the first part, when this contract shall be wholly carried out and completed upon the part of the said Contractor, and when said work shall have been finally accepted by said City of Bloomington, the amounts set forth in first party's bid in manner as herein and in said call for bids provided.

IT IS EXPRESSLY UNDERSTOOD AND AGREED that 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") including the Public Act 100-1177 effective June 1, 2019. 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.

IT IS FURTHER AGREED AND UNDERSTOOD that the work to be done pursuant to this contract shall be done under the direction and to the satisfaction of the City of Bloomington, and that, except as otherwise provided in the said ordinance or the judgment of the court, said City, except as by law provided, or any officer thereof, shall not be liable for any portion of the expense of said work, nor for any delinquency or persons or property assessed.

This contract and the bond herein provided, shall be signed in triplicate and be subject to the approval of the City of Bloomington.

IN TESTIMONY WHEREOF the said first party has hereunto set his hand and seal, and the City of Bloomington has caused this agreement to be signed by its Mayor, its corporate seal to be attached, and said signing and sealing to be attested by its City Clerk on the day and year first above written.

(Seal)

ATTEST;

_____
City Clerk

CITY OF BLOOMINGTON

By:_____
City Manager

WITNESS:

[redacted]

CONTRACTOR (Seal)

[redacted]

VP of Construction
Boone Electric of Decatur
3-25-21

CITY OF BLOOMINGTON

FY2022 TRAFFIC SIGNAL MAINTENANCE

PROJECT NO. CITY # 50-17-53005-22-00

CITY BID NO. 2021-25

BID TABULATION

Bid Opening Date: 3/23/2021

Bid Opening Time: 1:45 PM

PREPARED BY: Ward Snarr

Attended By: Carla Murillo, Misty Shafer

	FY2022 Budget				LOW BID	
Base Bid (A)	*$220,000.00*		*ENGINEERS ESTIMATE*		**Bodine Electric of Decatur**	
LABOR / ITEM	UNIT	ESTIMATED QTY	RATE	TOTAL	**RATE**	**TOTAL**
LABOR	HR	~~1750~~	$90.00	$157,500.00	~~$110.00~~	~~$192,500.00~~
Revised - (Reduced Manhours)	HR	1550	$90.00	$139,500.00	$110.00	$170,500.00
EMERGENCY RATES (ONLY USED IF AGREED BY CITY PRIOR TO WORK)		ESTIMATED QTY				
EMERGENCY LABOR	HR	375	$115.00	$43,125.00	$130.00	$48,750.00
			TOTAL BID (A) =	$340,125.00		**$219,250.00**

Additive Alternative (B)					**Bodine Electric of Decatur**	
LABOR / ITEM	UNIT	ESTIMATED QTY	RATE	TOTAL	**RATE**	**TOTAL**
LABOR	HR	115	$90.00	$10,350.00	$110.00	$12,650.00
EMERGENCY RATES (ONLY USED IF AGREED BY CITY PRIOR TO WORK)		ESTIMATED QTY			**RATE**	**TOTAL**
EMERGENCY LABOR	HR	70	$115.00	$8,050.00	$130.00	$9,100.00
			TOTAL BID (B) =	$18,400.00		**$21,750.00**

TOTAL Base Bid (A) + Additive Alt. (B) =	$358,525.00	**$241,000.00**

CITY OF Bloomington ILLINOIS

CONSENT AGENDA ITEM NO. 8.T

FOR COUNCIL: April 12, 2021

SPONSOR: Public Works Department

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and action on a Resolution Approving the First Amendment to the Professional Services Contract Between the City of Bloomington and SCADAware, Inc., in the Amount of $82,160, for the Purpose of Funding Additional Professional SCADA Maintenance Services Related to Sewer Lift Stations, 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 2. Upgrade City Infrastructure and Facilities

STRATEGIC PLAN SIGNIFICANCE:
-Objective 5b. City decisions consistent with plans and policies
-Objective 5a. Well-planned City with necessary services and infrastructure
-Objective 2c. Functional, well maintained sewer collection system
-Objective 2b. Quality water for the long term

BACKGROUND: Public Works is recommending the approval of a Resolution approving the first amendment to the professional services contract between the City of Bloomington and SCADAware, Inc., in the amount of $82,160, for the purpose of funding additional professional SCADA maintenance services related to sewer lift stations.

On August 26, 2019, the City Council approved a Contract with SCADAware for SCADA Maintenance Services in the amount of $2,000,000 for a five-year period. This original SCADA Maintenance Services contract focused on continuing the maintenance, repair, and rehabilitation services for the Water Division SCADA System. During this SCADA Maintenance work, staff became aware of the potential to add the monitoring of City sewer lift stations as a sub-system within the overall SCADA network. Adding the Lift Station Monitoring as a subsystem will eliminate the cost of constructing a separate SCADA network for the sewer lift stations. Currently, these sewer lift stations are limited to monitoring of only the most essential alarms through a subscription service with Starnet that is cellular network based. Future improvements on the system will be eliminated by the proposed contract, so City staff believes the additional work by SCADAware to add the sewer lift station monitoring to the existing SCADA network will save the City money in the long run.

The proposed Contract Amendment will expand the services being provided by SCADAware under the current multi-year SCADA Maintenance Services contract to include the sewer lift stations. These services encompass routine maintenance, troubleshooting, repair and

replacement of system components, and programming of control panels and SCADA computer software. They will provide planning, design, construction, testing, and commissioning of improvement projects. The services will also include 24-hour telephone support and emergency service.

The Public Works Department has selected SCADAware as a firm that is uniquely qualified to leverage the work that has already been completed under the SCADA Maintenance Agreement and provides an integrated response to the City's need for SCADA system improvements to include the sewer lift station monitoring.

SCADAware was selected for the original SCADA Maintenance Services contract using the Professional Services Qualifications Based Selection Process. SCADAware was selected through that process as the best firm to perform the proposed additional SCADA Maintenance Services for the Public Works Water Division based on the proposed staff and their experience related to previous similar projects completed.

The contract amount included in the first amendment to the Professional Service Contract is a not-to-exceed amount. The final overall rates and fees proposed by SCADAware are fair, appropriate, and competitive for the scope of work included. The scope of this proposed additional work was not foreseen when the original contract was developed, and it is in the best interests of the City of Bloomington to add this work to the original contract through this proposed first amendment to the SCADA Maintenance Services contract.

The schedule for the project is to begin the services immediately upon receipt of a City Purchase Order.

City staff is aware of heightened concerns regarding the current COVID-19 pandemic. However, this expenditure is necessary, because this upgrade affects sewer lift stations that if not monitored could cause backups in residential homes.

The Sanitary Sewer Fund is an Enterprise Fund that generates fees for funding its operations. Sanitary Sewer Fund fees are intended/dedicated solely for the support of sanitary sewer services to the City, including infrastructure expenditures, such as ongoing maintenance and repairs to sanitary sewer and combined sewer infrastructure, emergency cave-ins, and sewer cleaning.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: If approved, $82,160 will be paid out of the Sanitary Sewer-Other Professional & Technical Services account (51101100-70220). A budget transfer to move $32,160 from the Sanitary Sewer-Engineering Services account (51101100-70050) to the Sanitary Sewer-Other Professional & Technical Services account (51101100-70220) will be processed to allow the full payment to be made from the Other Professional & Technical Services account (51101100-70220). Stakeholders can locate this in the FY 2021 Budget Book titled "Other Funds & Capital Improvement" on page 139.

COMMUNITY DEVELOPMENT IMPACT: Goal UEW-1. Provide quality public infrastructure within the City to protect public health, safety, and the environment, UEW-1.7 Reliable and efficient collections systems (sanitary sewer, combined sewer, and storm sewer systems) to protect public health, safety and the environment; Goal CF-1. Continue to provide quality

public facilities and services, Objective CF-1.2. Ensure the community facilities provide the greatest cost-benefit ratio to the population served, Goal CF-2. Provide public services in a fiscally, socially, and environmentally responsible manner.

Respectfully submitted for Council consideration.

Prepared by: Jim Karch, Assistant City Engineer

Reviewed by:

Kevin Kothe, Director of Public Works 3/31/2021

Carla Murillo, Procurement Manager 4/1/2021

Chris Tomerlin, Budget Manager 4/6/2021

Jeffrey R. Jurgens, Corporation Counsel 4/6/2021

Tara Henry, Legislative Assistant 4/7/2021

Recommended by:

Tim Gleason, City Manager

Attachments:

- PW 11B Resolution_First Amendment to the SCADA Maintenance Services Contract 04122021
- PW 11C Amendment_First Amendment to the SCADA Maintenance Services Contract 04122021
- PW 11D Original Memo and Contract_First Amendment to the SCADA Maintenance Services Contract 04122021

RESOLUTION NO. 2021 - ___

RESOLUTION APPROVING THE FIRST AMENDMENT TO THE PROFESSIONAL SERVICES CONTRACT BETWEEN THE CITY OF BLOOMINGTON AND SCADAWARE, INC., IN THE AMOUNT OF $82,160, FOR THE PURPOSE OF FUNDING ADDITIONAL PROFESSIONAL SCADA MAINTENANCE SERVICES RELATED TO SEWER LIFT STATIONS

WHEREAS, the City of Bloomington ("CITY") has previously authorized a contract with SCADAWARE, INC, (hereinafter "SCADAWARE"), for professional SCADA maintenance services; and

WHEREAS, on August 26, 2019, a five-year Agreement in the amount of $2,000,000 for Professional Services ("Agreement") was made between the CITY and SCADAWARE for SCADA maintenance services focused on continuing the maintenance, repair, and rehabilitation services for the Water Division SCADA System;

WHEREAS, the parties found the potential to add the monitoring of City Sewer Lift Stations as a sub-system within the overall SCADA network; and

WHEREAS, the parties desire to amend the Agreement, as set forth herein, to permit the professional services needed to complete this additional integration of City infrastructure into the SCADA system.

WHEREAS, the first contract amendment will bring the total contract amount to $2,082,160 with the additional $82,160 being added to the existing purchase order; and

WHEREAS, the amendment is germane to the original contract as signed and is in the best interest of the city and authorized by the law.

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 first amendment to the contract and any other necessary documents to effectuate the purchase.

PASSED this 12th day of April 2021.

APPROVED this ___ day of April 2021.

CITY OF BLOOMINGTON

_____
Tari Renner, Mayor

ATTEST

_____
Leslie Smith-Yocum, City Clerk

FIRST AMENDMENT TO THE PROFESSIONAL SERVICES CONTRACT BETWEEN THE CITY OF BLOOMINGTON AND SCADAWARE, INC IN THE AMOUNT OF $82,160, FOR THE PURPOSE OF FUNDING ADDITIONAL PROFESSIONAL SCADA MAINTENANCE SERVICES

This First Amendment, made and entered into this ___ day of April, 2021, by and between THE CITY OF BLOOMINGTON, ILLINOIS, (hereinafter "CITY"), and SCADAWARE, INC, (hereinafter "SCADAWARE"), WITNESSETH that:

WHEREAS, on August 26, 2019, a five-year Agreement in the amount of $2,000,000 for Professional Services ("Agreement") was made between the CITY and SCADAWARE for SCADA maintenance services focused on continuing the maintenance, repair, and rehabilitation services for the Water Division SCADA System;

WHEREAS, the parties found the potential to add the monitoring of City Lift Stations as a sub-system within the overall SCADA network; and

WHEREAS, the parties desire to amend the Agreement, as set forth herein, to permit the professional services needed to complete this additional integration of City infrastructure into the SCADA system.

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

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

2. Amendment to Agreement. The Professional Services Quotation Q2021030-1 shall be accepted as an amendment to the original agreement.

3. In all other respects the Agreement for Inspection and Support shall remain unchanged and in full force and effect.

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

CITY OF BLOOMINGTON

By: _____
Its City Manager

ATTEST:

By: _____
Its City Clerk

SCADAWARE, INC.

By: [redacted]
's Representative

ATTEST:

By: [redacted]
Its Secretary

SCADAware

transforming automation for continuous improvement

Quotation Q2021030-1

16 Mar 2021

Jim Karch
City of Bloomington
jkarch@cityblm.org

SCADAware Contact
Scott Dappen
Office:(309) 665-0135
Cell: (309)825-2875
dappen@scadaware.com

City of Bloomington Lift Station SCADA System

OVERVIEW & SCOPE

The scope of this quotation includes labor and material to add City of Bloomington lift stations to the City's Ignition SCADA system. This system will allow City personnel to view station status from mobile devices that are connected to the City network. A Notification system will utilize text messages, emails, or voice calls to notify opertors of trouble conditions at lift stations. A short scope for each station follows:

- Regency - Create Ignition SCADA system to monitor station, with remote notification. The existing ControlLogix L72 PLC will be interfaced to the CradlePoint cellular modem on the water monitoring equipment in that station.
- Grove - Ignition SCADA system to monitor station, remote notifications, assist with implementation of cellular access. A CradlePoint cellular modem will be added to the station by the City, connecting to the CompactLogix L32E that runs the station.
- Sugar Creek- Ignition SCADA system to monitor station, remote notifications, assist with implementation of cellular access. A CradlePoint cellular modem will be added to the station by the City, connecting to the CompactLogix that runs the station. Meet with control systems provider to determine tags that need to be defined in this system.
- Ft Jesse - New CompactLogix PLC panel, with PanelView HMI + SCADA monitoring and remote notifications. The existing Usemco panel will be replaced with a new PLC panel and CradlePoint.
- Fell Street - New Micro820 PLC panel with SCADA monitoring and remote notifications. This station is run by relay logic. The new panel will monitor points at the station.
- Farm Bureau - New Micro820 PLC panel with SCADA monitoring and remote notifications(identical to Fell Street) This station utilized a Mitsubishi FX3 PLC for control. The new panel will monitor points on the existing controls.

The following is an estimate of materials, labor, and expenses to be provided.

COST SUMMARY

Line Item	Part Number	Description	Qty	Unit Cost	Extended Cost
		Stations			
1		Regency	1	$9,880	$9,880
2		Grove	1	$10,400	$10,400
3		Sugar Creek	1	$11,440	$11,440
4		Fort Jesse	1	$29,520	$29,520
5		Fell Street	1	$10,460	$10,460
6		Farm Bureau	1	$10,460	$10,460
Quote is in US Dollars		* Expenses to be billed at actual cost plus 10%		**Total Cost**	**$82,160**

CUSTOMER RESPONSIBILITIES

Customer is responsible for the physical installation of all instrumentation, sensors, control hardware, computer hardware, communications hardware, cables and wiring.

Customer is responsible for the procurement of all cabling and system-related hardware not specifically listed in the deliverables or cost summary sections of this quote.

TERMS AND CONDITIONS

PRICING: **Net; Normal, IL**
TERMS: **Net 30 Days**
FREIGHT: **Your nominated courier and account or collect**
DELIVERY: **Delivery will be announced at receipt of purchase order**
SALES TAX: **Extra if applicable**

Quote is valid for 30 days

LIMITED WARRANTY

Other Manufacturers Hardware

The standard Manufacturer's warranty, including extensions if obtained, shall be invoked for faulty hardware, provided that such defective parts are returned to our designated address with shipping prepaid. A Return Authorization (RA) must be obtained by contacting SCADAware at # (888) 665-0135.

Integration Engineering and Code Development

SCADAware warrants for a period of one hundred eighty (180) days after the Services as set forth in this Work Document have been completed, that the Services will be performed in a good and workmanlike manner. In addition to all other applicable limitation, the foregoing warranty does not cover hardware, technical assistance for hardware, hardware or software usage (including misapplication or failure to apply operating system patches), failure to provide or maintain a suitable installation or operating environment, modifications to hardware or software made by anyone other than SCADAware or its agents, or problems related to products not developed by SCADAware pursuant to the Services (including, without limitation, Third Party Software and existing SCADAware software subject to any Software License Agreement). All SCADAware software is subject solely to the warranties in the applicable Software License Agreement. Further, the warranty provided by this Section does not cover software delivered if the software or media on which it is stored has been damaged by accident, abuse or misapplication, or if the problem arises out of use of the software in conjunction with software for which it is not intended to be used. If SCADAware provides assistance to Company under the provisions of this Section and SCADAware subsequently established that the causes of the problem are not covered by the warranty under this Section, Company will pay for the assistance SCADAware has provided up to that point based on the actual time incurred by SCADAware's personnel at SCADAware's normal billing rates, and Company will reimburse SCADAware for related reasonable and necessary expenses. IN THE EVENT THAT SCADAware IS NOT PERMITTED TO COMPLETE THE SERVICES FOR ANY REASON, THE LIMITED WARRANTY PROVIDED BY THIS SECTION IS NULL AND VOID.

N: The proposed Contract be approved.

Goal 2. Upgrade City Infrastructure and Fac

FICANCE: Objective 2b. Quality water for th

Works is recommending the approval of
vare, Inc., for SCADA Maintenance Servi
ear period. This is a long-term project with
amount encumbered in FY 2020 and the ex
-year period. Annual expenditures are an

the late 1990s, the Water Division Super
stem has received limited maintenance wi
ring as outdated components fail. Currently,
years past its normal service life. In addit
necessary now that Microsoft has announce
e's operating system. This proposed SCADA
nce, repair, and rehabilitation services for t
ion of a targeted approach that is based
and preventative maintenance. The prop

artment has selected SCADAware, Inc., as
he previous assessment and planning work
the City's need for SCADA system improveme

elected using the Professional Services Quali
volved:
uest for Qualifications (RFQ) specific to the p
of the submitted Statements of Qualificatio
FQ,
st qualified firm and negotiating scope and f

agent reviewed this process and confirmed
e with applicable standards.

ed Statement of Qualifications in response
07 are as follows:

o, Inc.

elected as the best firm to perform SCADA
Division, based on the proposed staff and th
s completed

Richard Bernard, Civil Engin
Michael Hill, Management A

Jim Karch, P.E., MPA, Direct

view By: Chris Tomerlin, Budget Mana
Scott Rathbun, Finance Dire

Jeffrey R. Jurgens, Corporat

Description of Services. CONTRACTOR shall
t A.

Payment. For the work performed by CONTR
shall pay CONTRACTOR one of the following:

t fee of $_____ as set forth in the payment term

as set forth in the Payment Terms attached as Exhib

Default and Termination. Either party shall b
art of this Contract. If either party is in default, the
giving written notice of such termination to the par
and provided thirty (30) days prior to termination.
all remedies, whether in law or equity, upon the de
n, the prevailing party shall be entitled to reimbur

Reuse of Documents. All documents inclu
electronic media furnished by CONTRACTOR pur
NTRACTOR'S services. Nothing herein, however
uments for municipal purposes, including but not li
nts in an unencumbered manner for purposes of
CONTRACTOR further acknowledges any such d

Compliance with Laws. CONTRACTOR agrees
all at all times comply with all laws, ordinances, s
d codes.

Compliance with FOIA Requirements. C
furnish all records related to this Contract and any
er an Illinois Freedom of Information Act (ILCS
e (5) business days after CITY issues notic
ONTRACTOR agrees to not apply any costs or cha
urement of records required pursuant to a FOIA
for any damages/penalties assessed to CITY for C
umentation in CONTRACTOR'S possession resp
(5) days after CITY issues a notice of a request.

Governing Law. This Agreement shall be gov
of the State of Illinois.

Joint Drafting. The parties expressly agree
that both had opportunity to negotiate its terms and
g it terms prior to execution. Therefore, this agre
n favor of either party, but shall construed in a neutr

Attorney Fees. In the event that any action

f each Contract year and shall have sole discretion t

e Contract continues into the next year. CITY and C

work together to determine goals for each co

lso be subject to the following renewal terms, if any:

ything herein, the provisions in Sections 7 and 12 sh

Counterparts. This agreement may be execut
which shall be deemed to be an original, but all
strument.

INGTON

SCADAv

By: [redacted]

nager

Its

rvices for the Instrumentation and Controls (I&C
DA networks.
training with the calibration and maintenance o

services, to include but not be limited to, factor

gn specifications.
ventative maintenance services for control pane
CADA computer system.
none support.

2020 (September 2019 - April 30, 2020):
A computer hardware and software that operate
rosoft in 2020.
eplacement SCADA software.
plete remote terminal units, process controllers,
ley CompactLogix PLCs, touchscreen controlle
ugh 12. Provide programming, integration, testi

plete remote terminal units and serial radio com
s (7 locations) with Allen-Bradley CompactLogi
. Provide programming, integration, testing, and

tenance Services projects will depend upon ro

endent on Section 17. Term; Other: Up to five (5) y
or said project are depleted or the City determines
ntract have been completed. City shall complete a
ntract year and shall have sole discretion to deter
ar. City and Contractor shall work together to dete

Water Division

SCADA System Maintenance Agre

Q2019281

8-August-2019

Scott Dappen

Phone	(309) 665-0135
Fax	(309) 665-0975
Mobile	(309) 825-2875
Email	dappen@scadaware.com

es retained by City of Bloomington. Using the Scope of W
d by SCADAware can be estimated.

RK

vices

ne maintenance plan for the Bloomington SCADA System
to be performed on a routine basis.
ne services, mostly considered to be preventive mainten
nents of the SCADA System, including PLCs, instrumenta
oftware, and the network administration.
an be considered part of the Routine Services provided
eep of system documentation, including drawings and r
nputer Hardware Preventative Maintenance & Review

- Check Logs for Errors/Faults
- Check for Loose Cable Connections
- UPS – Check for Errors/Faults, Test Battery
- Clean/Vacuum Inside of Computer

DA System Software Review

- Operating Systems
- SCADA Application
- Misc. Applications

ort Services

est of the City of Bloomington, SCADAware will provide
dination with City IT, minor software updates, minor syst
isaster recovery.

ects

will work with the City of Bloomington to prioritize syste
tion from the previously developed SCADA master plan
lan, prioritize projects, and define the implementation p
gether by the City of Bloomington & SCADAware.
rojects, SCADAware will provide an estimate and
for their consideration. SCADAware realizes that such
scope of the maintenance agreement at the discretion o
Bloomington may also decide to budget SCADAware s
ture provided by this agreement. Unless these projects a
that these projects will require separate billing accordi
tes.

City of Bloomington

guideline, some services and areas of responsibility tha
ton included, but not limited to, the following items:
nistration Network Hardware & Software

the SCADAware warranty is one-year for labor and the M

is, SCADAware provide the City of Bloomington with a r
osts for that month. This monthly report will be broken
s assigned.

work with the City of Bloomington to develop a listing of
nents. This list will typically be developed in detail for ne
rms for a longer-term plan. The long-term plan is assum
may fall outside of the scope of normal SCADA service.
periodically review of the near-term tasks with the City o
progress of tasks. These reviews will be conducted eith

eer	$115.00
ftware Engineer	$115.00
eer/Specialist	$130.00
ger	$165.00
ervice (without a contract)	+$35 to above

s hours are 8AM to 5PM Monday through Friday)
overtime and Saturdays.....50%
and Holidays 100%

may incur a four (4) hour minimum charge, plus travel t
nical support (without a contract) that requires immedi
e) may be subject to a fee of $150 per incident in addit

pport calls will incur a one (1) hour minimum charge at

ed or charged at .....Cost + 10%

CITY OF Bloomington ILLINOIS

CONSENT AGENDA ITEM NO. 8.U

FOR COUNCIL: April 12, 2021

SPONSOR: Parks, Recreation and Cultural Arts Department

WARD IMPACTED: Ward 6

SUBJECT: Consideration and action on a Resolution to Authorize a Change Order in the Amount Not to Exceed $10,300 for the Contract Between the City of Bloomington and WDM Architects to Update the Building Design Drawings and Specifications for the South American Exhibit at the Miller Park Zoo, as requested by the Parks, Recreation and Cultural Arts Department.

RECOMMENDED MOTION:
The proposed Resolution be approved.

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

STRATEGIC PLAN SIGNIFICANCE:
-Objective 5d. Appropriate leisure and recreational opportunities responding to the needs of residents
-Objective 2d. Well-designed, well maintained City facilities emphasizing productivity and customer service

BACKGROUND: Parks, Recreation & Cultural Arts is recommending approval for a change order in an amount not to exceed $10,300 for updating expired design drawings with WDM Architects. This change order is still subject to the original, approved contract terms of the agreement and the Council memo dated 7/14/2014. The original contract amount was for $74,950.

The original contract is still open under purchase order 20200404, as it had been changed from the original purchase order number of 20150082. The contract has remained open with a balance of $4,200 which will be paid to WDM for previous work not reimbursed. If the change order is approved, a new purchase order will be issued for the $10,300 as change orders cannot be applied to prior year purchase orders. The project was put on hold in anticipation of an Illinois Department of Natural Resources (IDNR) grant. The IDNR Public Museum Capital Grant has now been awarded by the State and approved by Council on February 22nd, 2021. The newly updated design plan set will be internally reviewed by City staff. The cost to update the plans shall be reimbursed from the $250,000 donated funds from the Miller Park Zoological Society.

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 fund the updating of zoo building plans for the South American Exhibit.

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: N/A

FINANCIAL IMPACT: If approved, the $10,300 will be paid out of the Capital Improvement Fund-Park Construction & Improvement account (40100100-72570). These funds will be paid from a portion of the $250,000 contributed by the Miller Park Zoological Society. Stakeholders can locate this in the FY 2021 Budget Book titled "Other Funds & Capital Improvement" on pages 76, 248, 267, and 277-278. In the budget book the project is referenced as the "Zoo-Anteater, Bush Dog, Tortoise Exhibit."

COMMUNITY DEVELOPMENT IMPACT: N/A

Respectfully submitted for Council consideration.

Prepared by: Jeff Kohl, Parks Project Manager

Reviewed by:

Jay Tetzloff, Director of Parks, Recreation and Cultural Arts 3/1/2021

Chris Tomerlin, Budget Manager 3/2/2021

Jeffrey R. Jurgens, Corporation Counsel 3/16/2021

Tara Henry, Legislative Assistant 4/7/2021

Recommended by:

Tim Gleason, City Manager

Attachments:

- PRCA 1B Resolution_Change Order South Am. Exhibit
- PRCA 1C 2014-071 Design Services Flamingo & S. America Exhibits
- PRCA 1D Change Order Invoice from WDM Arch

RESOLUTION NO. 2021 - __

A RESOLUTION TO AUTHORIZE A CHANGE ORDER IN THE AMOUNT NOT TO EXCEED $10,300 FOR THE CONTRACT BETWEEN THE CITY OF BLOOMINGTON AND WDM ARCHITECTS TO UPDATE THE BUILDING DESIGN DRAWINGS AND SPECIFICATIONS FOR THE SOUTH AMERICAN EXHIBIT AT THE MILLER PARK ZOO

WHEREAS, the City of Bloomington has previously executed a contract with WDM Architects for design and construction oversight of the Flamingo Exhibit and design of the South American Exhibit for future construction, in an amount of $74,950 on July 2014; and

WHEREAS, the design of the future South American Exhibit was performed in conjunction with the design of the Flamingo Exhibit to reduce costs; and

WHEREAS, the Flamingo Exhibit construction has been completed and is currently operational, the South American Exhibit project is planned for bidding and construction in FY2022; and

WHEREAS, the original set of plans, by WDM Architects, for the South American Exhibit are outdated, with the latest revision dating back to July 28, 2017, including expired architect stamps and outdated building codes; and

WHEREAS, the City of Bloomington's Community Development Department has requested an updated set of plans with current architect stamps and updated building codes; and

WHEREAS, WDM Architects has agreed to update the existing design plans of the South American Exhibit for a cost of $10,300; and

WHEREAS, the South American Exhibit construction will be fully funded by $750,000 from the Illinois Public Museum Capital Grant program (administered by the IDNR), and a $250,000 donation from the Miller Park Zoological Society; and

WEHREAS, the change order is germane to the original contract as signed and is in the best interest of the City and authorized by law; and

WHEREAS, the cost to update the plans shall be reimbursed from the $250,000 donated funds of the Miller Park Zoological Society.

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

That the recitals set forth above are incorporated herein and the City Manager, or designated representatives, is authorized to execute the Change Order, and any other necessary documents to effectuate the change order.

PASSED this 12th day of April 2021.

APPROVED this ___ day of April 2021.

CITY OF BLOOMINGTON

_____
Tari Renner, Mayor

ATTEST

_____
Leslie Smith-Yocum, City Clerk

7D
B-14-024
C-14-071

City of Bloomington Illinois

FOR COUNCIL: July 14, 2014

SUBJECT: Request for Proposals (RFP) and Approval of Contract with WDM Design for Design/Construction Oversight of Flamingo Exhibit and Design of South American Exhibit at the Miller Park Zoo

RECOMMENDATION/MOTION: That the RFP be awarded to WDM Architects, Wichita, KS, in the amount of $74,950, and the Mayor and City Clerk be authorized to execute the necessary documents, and any associated contracts approved in form and substance by Corporation Counsel.

STRATEGIC PLAN LINK: Goal 5. Great place - livable, sustainable City.

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

BACKGROUND: Design and construction of the Flamingo exhibit were approved in the FY 2015 budget.

A RFP was sent out via normal City purchasing procedures. Zoo staff also provided a list of zoo focused architecture firms from around the nation. The request was sent to forty-four (44) different groups or individuals.

Four (4) proposals were received from the following companies:

Lead Company	City, State
ELM Inc.	Seattle, WA
Zoo Design, Inc.	Seattle, WA
WDM Architects	Wichita, KS
Architectural Expressions LLP	Forsyth, IL

Zoo staff was pleased with the quality of the proposals overall. All four (4) proposals provided good examples and references.

WDM Architects was chosen for a number of reasons including the lowest complete price. The Miller Park Zoo worked with WDM Architects on the Zoo's Master Plan and was pleased with the final plan. The same principal from that project will be the lead on this design project. In addition, WDM Architects had designed a number of flamingo exhibits.

In order to lower costs of design, the Galapagos Tortoise, Bush Dog and Giant Anteater, (abbreviated as South America), exhibits were added as a separate project for future construction. The Miller Park Zoological Society has agreed to pay for 100% of South America design costs but is to be considered when that project is fully funded for construction. This contract will be for design of South America and design/construction oversight of the Flamingo exhibit. South America was prioritized as a project that should be completed sooner rather than later as some of the current wood exhibits are showing their age and are in need of replacement. Besides the cost savings utilized by combining the two (2) projects, the construction documents

will enable the Miller Park Zoological Society to demonstrate to potential donors what exhibits would look like.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Miller Park Zoological Society. Public notice of the bid was published in the Pantagraph on May 27, 2104. A pre-proposal meeting was held at City Hall on June 3, 2014. A total of four (4) proposals were received by the June 19, 2014 deadline.

FINANCIAL IMPACT: The Flamingo exhibit design and construction were approved in the Capital Improvement-Park Construction (40100100 - 72570) in the FY 2015 Adopted Budget. The Miller Park Zoological Society will pay the City $43,072 for this portion of the project. The Zoological society is paying $100,000 total for the Flamingo Exhibit Project and the City portion will be $250,000. This total consists of 100% of the South America design and forty percent (40%) of the total Flamingo project (construction and design). Stakeholders can locate this in the FY 2015 Proposed Budget book titled "Other Funds & Capital Improvement Program" on pages 84, 221, and 264-265.

Respectfully submitted for Council consideration.

Prepared by:	Jay Tetzloff, Zoo Superintendent
Reviewed by:	John Kennedy, Director - Parks, Rec., and Cultural Arts Sue McLaughlin, ICMA-CM, Interim Asst. City Manager
Financial & budgetary review by:	Chris Tomerlin, Budget Analyst Carla A. Murillo, Budget Manager
Legal review by:	Jeffrey R. Jurgens, Corporation Counsel

Recommended by:

David A. Hales
City Manager

Attachments: Attachment 1. Agreement

Motion: That the RFP be awarded to WDM Architects, Wichita, KS, in the amount of $74,950, and the Mayor and City Clerk be authorized to execute the necessary documents, and any associated contracts approved in form and substance by Corporation Counsel.

Motion: Alderman Fazzini Seconded by: Alderman Schmidt

	Aye	Nay	Other		Aye	Nay	Other
Alderman Black	✓			Alderman Painter	✓		
Alderman Fazzini	✓			Alderman Sage	✓		
Alderman Fruin	✓			Alderman Schmidt	✓		
Alderman Lower		✓		Alderman Stearns		✓	
Alderman Mwilambwe	✓						
				Mayor Renner			

CITY OF BLOOMINGTON
AGREEMENT FOR PROFESSIONAL SERVICES
WITH WDM ARCHITECTS P.A.

THIS AGREEMENT, dated this 7th day of July, 2014, is between the City of Bloomington (hereinafter "CLIENT") and WDM Architects P.A. (hereinafter "WDM").

WHEREAS, CLIENT owns and operates Miller Park Zoo (hereinafter "Zoo") in the City of Bloomington;

WHEREAS, CLIENT desire to expand the attractions at the Zoo to include a Flamingo Exhibit and a South America Exhibit; and

WHEREAS, CLIENT issued a request for proposals seeking an architectural firm design the exhibits, complete a topographical survey and the oversee the construction of the Flamingo Exhibit and WDM was determined by the CLIENT to be the most advantageous proposal; and

WHEREAS, the CLIENT and WDM desire to enter into this Agreement to set forth the terms and conditions of the work to be performed.

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. **Scope of Services.** WDM hereby agrees to provide the services set forth in the RFP and WDM's proposal, including the following in relation to the Zoo:

(A) Design a flamingo exhibit, with pool circulation, holding building and guest paths and flow;

(B) Design a South-America themed area with three exhibits, including a giant anteater exhibit with pool, a bush dog exhibit with pool, a Galapagos tortoise exhibit, holding building and guest paths and flow;

(C) For the exhibits, produce schematic design documents, design phase services, completed construction documents, CAD based files for CLIENT use and CAD as-built documents, provide individual construction estimates based on design documents, provide project administration throughout the project;

(D) Provide a topographic survey; and

(E) Construction phase services for the flamingo exhibit, as well as bidding phase services.

Section 3. **Incorporation of RFP & Proposal Terms.** The provisions of RFP #2015-02, a Request for Proposal for Design Services for Flamingo and South America Exhibits for the Miller Park Zoo, and the proposal submitted by WDM, shall be incorporated into this Agreement and made a part thereof and shall be considered additional contractual requirements that must be met by WDM. In the event of a conflict between the terms of the RFP/Proposal and this Contract, this Contract shall govern.

Section 4. **Fees/Invoices.** For its services, CLIENT agrees to pay WDM a total fee of $33,720.00 for its work on the flamingo exhibit, $21,820 for its work on the South America exhibit, $4,200 for the topographic survey, and $15,210 for its construction phase work on the flamingo exhibit. WDM's expenses are included in the total fee prices. Charges for services will be billed at least as frequently as monthly, and at the completion of the Project.

Section 5. **Termination.** This Agreement may be terminated by either party upon written notice. Any termination shall only be for good cause such as lack of performance, negligent actions, unavailability of adequate financing or major changes in the scope of services. In the event of any termination, WDM will be paid for all services and expenses rendered to the date of termination.

Section 6. **Reuse of Documents.** All documents including reports, drawings, specifications, and electronic media furnished by WDM pursuant to this Agreement are instruments of its services. Nothing herein, however, shall limit the CLIENT'S right to use the documents for municipal purposes, including but not limited to the CLIENT'S right to use the documents in an unencumbered manner for purposes of remediation, remodeling and/or construction.

Section 7. **Standard of Care.** Services performed by WDM 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.

Section 8. **General Liability Insurance and Limitation.** WDM 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 CLIENT and CLIENT shall be named as an additional insured under the policy. WDM shall not be responsible for any loss, damage or liability beyond the amounts, limits and conditions of such insurance. WDM shall not be responsible for any loss, damage or liability arising from any act or omission by CLIENT, its agents, staff, other consultants, independent contractors, third parties or others working on the Project over which WDM has no supervision or control.

Section 9. **Indemnification.** To the fullest extent permitted by law, WDM 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 WDM'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 10. **Consequential Damages.** Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither CLIENT nor WDM, 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 this Project or this Agreement. This mutual waiver of consequential damages shall include, but not be limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation and any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict and implied warranty.

Section 11. **Assignment.** Neither party to this Agreement shall transfer, sublet, or assign any rights or duties 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. Subcontracting to subconsultants, normally contemplated by WDM as generally accepted business practice, shall not be considered an assignment for purposes of this Agreement.

Section 12. **Duty to Advise, Supervise and Inspect.** WDM will advise CLIENT in writing of any omissions, substitutions, defects, and deficiencies noted in the work of contractors. WDM shall visit the project and provide oversight, with the set number of site visits, as provided for in the RFP and WDM proposal.

Section 13. **Dispute Resolution.** In an effort to resolve any conflicts that arise during the design and construction of this Project or following completion of this Project, the CLIENT and WDM agree that all disputes between them arising out of or relating to this Agreement or this Project shall be submitted to nonbinding mediation. If the dispute is not resolved by mediation, either party may bring suit in McLean County Circuit Court.

Section 14. **Right of Entry.** CLIENT shall provide for WDM's right to enter property owned by CLIENT and/or others in order for WDM to fulfill the scope of services for this Project.

Section 15. **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 disclose such information to any third party except as may be required by law.

Section 16. **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 WDM. WDM's services under this Agreement are being performed solely for the CLIENT's benefit, and no other party or entity shall have any claim against WDM because of this Agreement or the performance or nonperformance of services hereunder. CLIENT and WDM agree to require a similar provision in all contracts with contractors, subcontractors, subconsultants, vendors, and other entities involved in this Project to carry out the intent of this provision.

Section 17. **Severability.** If any term or provision of this Agreement is held to be invalid or unenforceable under any applicable statue 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.

Section 18. **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.

Section 19. **Entire Agreement**. Notwithstanding the incorporation of the Request for Proposals and WDM'S proposal, this Agreement is the entire Agreement between the CLIENT and WDM. 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 this Agreement, including any Section Headings or Captions. Amendments to this Agreement must be in writing and signed by both CLIENT and WDM.

Section 20. **Time for Services.** Time is of the essence. WDM shall provide the services required by this agreement in conformance with the project schedule adopted by the CLIENT.

Section 21. **Modification to the Agreement.** CLIENT or WDM 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 WDM's compensation, to which CLIENT and WDM mutually agree shall be incorporated in this Agreement by a written amendment to the Agreement.

Section 22. **Compliance with Laws.** WDM and all Work by WDM shall at all times comply with all laws, ordinances, statutes and governmental rules, regulations and codes.

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

Section 24. **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 25. **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 26. **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 Mayor

ATTEST:

By: _____
City Clerk

WDM ARCHITECTS P.A.

By: [redacted]
Its PRINCIPAL

By: _____
Its _____

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 08/08/2014

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: KEVIN R RATHERT, CPCU, Agent 2929 N Rock Rd, Suite 140 WICHITA, KS 67226	CONTACT NAME: KEVIN RATHERT PHONE (A/C, No, Ext): 316-687-2700 FAX (A/C, No): 316-687-2980 E-MAIL ADDRESS: kevin@kevinrathert.com
INSURED: WDM ARCHITECTS P A 105 N WASHINGTON ST WICHITA KS 67202-2815	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A: State Farm Fire and Casualty Company — [redacted] INSURER B: State Farm Mutual Automobile Insurance Company 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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC	Y	Y	[redacted]	07/01/2014	07/01/2015	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 $ 1,000,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
B	AUTOMOBILE LIABILITY ANY AUTO X ALL OWNED AUTOS SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS	Y	Y	[redacted]	02/18/2014	02/18/2015	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ 500,000 $ 500,000 $ 500,000
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N (Mandatory in NH) If yes, describe under: DESCRIPTION OF OPERATIONS below	N/A					WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $

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

CERTIFICATE HOLDER

City of Bloomington
City Clerks Office
1020 S Morris Ave
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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wdm
ARCHITECTS

October 14, 2020

Jeff Kohl
Parks Project Manger
Bloomington Parks & Recreation

Re: Miller Park Zoo, South American Exhibit

Mr. Kohl,

As you requested, we are providing this proposal regarding the South American Exhibit drawings for the Miller Park Zoo. Our understanding is that you desire the drawings be re-sealed to show the current date.

In order to provide this service and meet the requirements of best-practice, WDM Architects, MKEC Engineering and Alvine Engineering propose the following scope:

- Review current building code information for requirements of IBC, NEC, IFC, IMC, UPC.
- Make updates to drawings and specifications necessary to satisfy requirements of the current codes.
- Research products available and re-write the specifications for the job with current information for: quality control data, code compliant information, test requirements, manufacturers products/colors/options, etc.
- Modify drawings as necessary to accommodate any changes required by currently available products.
- Provide (2) full size printed sets of drawings and specifications

For this scope of work, we propose a fee $10,000.
Reimbursable expenses for printing and shipping are estimated at $300.

Terms of Payment:

- Prior to beginning we will require payment of the $4,200 balance from the original contract.
- Upon completion of our review and updating of the drawings and specifications we will send electronic files to show documents are ready.
- Prior to sealing and printing we will require payment of the $10,000 fee.
- Actual printing and mailing expense will be invoiced when complete.
- Once Plan & Permit Review is complete, we will address issues that fall within the scope described in this proposal.

Not included:

- Any additional changes to the documents beyond those described.
- Any additional engineering design beyond that described.
- Any on-site visit to review existing conditions or make updates.

I would be happy to discuss the proposal with you any time. Please call if you have any questions.

Sincerely,
WDM Architects PA

[redacted]

Scott Ramser, AIA

CITY OF Bloomington ILLINOIS

CONSENT AGENDA ITEM NO. 8.V

FOR COUNCIL: April 12, 2021

SPONSOR: Police Department

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and action on a Resolution Authorizing Waiving the Technical Bidding Requirements and Approving a Contract with Watson Furniture Group Inc., DBA Watson Consoles for the Replacement of the Communications Center Consoles, in the Amount of $176,523.69, as requested by the Police Department.

RECOMMENDED MOTION:
The proposed Resolution be approved.

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

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

BACKGROUND: The Communications Center has utilized the existing console furnishings since they were installed in 2005 and the equipment has exceeded its 15-year life expectancy. The equipment has proven to be reliable with 24 hours/7-day use, has ergonomic features that enhance operator health and performance, and built-in cable management/cooling to protect sensitive information technology components. This equipment is critical in providing a workspace for telecommunicators who are responsible for public safety emergency and non-emergency calls. Continuing to utilize the same console furniture and workspace layout eliminates the need to train and allow for familiarization with new equipment.

The scope of this project includes the removal of the existing consoles and the installation of the new console furniture. The new consoles have a useful life expectancy of 15 to 20 years. The consoles are compatible in specifications to the consoles utilized by the McLean County Emergency Telephone System Board, allowing for any changes needed in the future and the ability of telecommunicators in the area to be trained on the same console workspace.

City staff is aware of heightened concerns regarding the current COVID-19 pandemic. Staff believes this project is a priority of the City in order to maintain a high response level for emergency and non-emergency public safety calls. The Finance Department is monitoring the financial impact of the pandemic.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: If approved $176,523.69 will be spent to replace the existing Communication Center Consoles using the Capital Lease-Capital Outlay Office Furniture account (40110143-72110). Stakeholders can locate this in the FY 2021 Budget book titled "Other Funds & Capital Improvement" on pages 88 and 92. The amount budgeted for the consoles is $221,800. The consoles are $45,276.31 under budget.

COMMUNITY DEVELOPMENT IMPACT: N/A

Respectfully submitted for Council consideration.

Prepared by: Darren Wolf, Communication Center Manager

Reviewed by:

Carla Murillo, Procurement Manager 3/30/2021

Gregory A. Scott, Assistant Police Chief 3/30/2021

Chris Tomerlin, Budget Manager 3/31/2021

Carla Murillo, Procurement Manager 4/7/2021

Tara Henry, Legislative Assistant 4/7/2021

Recommended by:

Tim Gleason, City Manager

Attachments:

- POLICE 1B Resolution for Communications Center Console Replacement with Watson Consoles
- POLICE 1C Communications Consoles Watson Agreement
- POLICE 1D Communications Console Signed Terms & Conditions

RESOLUTION NO. 2021 - ___

A RESOLUTION AUTHORIZING WAIVING THE TECHNICAL BIDDING REQUIREMENTS AND APPROVING A CONTRACT WITH WATSON FURNITURE GROUP INC., DBA WATSON CONSOLES FOR THE REPLACEMENT OF THE COMMUNICATIONS CENTER CONSOLES, IN THE AMOUNT OF $176,523.69

WHEREAS, the City of Bloomington has the ability to waive the technical bidding requirements, pursuant to City Code Chapter 16, Section 50; and

WHEREAS, the Communications Center Consoles were originally purchased in 2005 and have lasted almost sixteen (16) years due to the quality of the product; and

WHEREAS, the equipment can withstand 24 hour/7 day use, has ergonomic features that enhance operator health and performance, and built-in cable management/cooling to protect sensitive information technology components; and

WHEREAS, the consoles are compatible in specifications to the consoles utilized by the McLean County Emergency Telephone System Board, allowing for any changes needed in the future and ability of telecommunicators in the area to be able to utilize consoles on which they are trained; and

WHEREAS, the purchase ensures that the City of Bloomington has uninterrupted emergency communications for Fire and Police; and

WHEREAS, City staff requests the formal bidding process be waived and the City Manager be authorized to enter into a new contract with Watson Furniture Group Inc. DBA Watson Consoles for the purchase of Communications Center console replacements;

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

That the recitals set forth above are incorporated herein, and the City Manager, or designated representatives, are authorized to secure the contract with Watson Furniture Group Inc. DBA Watson Consoles and are authorized to execute any necessary documents to effectuate the contract, including the supplemental terms and conditions.

PASSED this 12th day of April 2021.

APPROVED this ____ day of April 2021.

CITY OF BLOOMINGTON

_____

Tari Renner, Mayor

ATTEST

_____

Leslie Smith-Yocum, City Clerk

THANK YOU FOR SELECTING WATSON CONSOLES!

Attached you will find the sign off package for your new console furniture. We need a few things from you to get started and have listed those below.

Watson will not proceed with your order until all items are received. Upon receipt of all documents, Watson will process your order and notify you of your confirmed installation date.

Email the signed documents directly to me or fax them to my attention.

Note: There will be a $500, net per order, Finish Configuration Fee added if you select a non-standard Watson Finish.

If you have any questions, please let me know!

Required Documents

- ☐ 1) Signed Drawings: Please review all of your drawings for accuracy. The consoles will be produced as shown in these drawings. If the drawings are correct in layout, room dimensions and console configuration, please sign each page where it says "approved."
- ☐ 2) Signed Contract or Purchase Order (Net 30 Days, deposit may be required)
- ☐ 3) Signed Color Selection Sheet
- ☐ 4) Signed Statement of Understanding including: Target Installation Date & Building Access Information

STATEMENT OF UNDERSTANDING

Final Delivery Information

Client: City of Bloomington IL - Police Communications Center

Onsite Contact Name: Darren Wolf Phone: 309-434-2589

E-mail Address: dwolf@cityblm.org Fax: _____

Delivery Address: 305 S East Street, Bloomington IL 61701

Desired Installation Date: _____

Note — Standard Lead Times are 8-10 weeks for Shipment of Furniture, after Receipt of Complete Order sign-off.

Facility Information:

Is the building capable of accommodating a 53' truck–semi with trailer? **YES** ☒ or **NO** ☐

Is there a loading dock available? **YES** ☐ or **NO** ☒ On street to the east of the building.

Change Orders

Once a Complete Order has been turned into Watson Consoles (Watson Furniture Group), you will have 5 business days to make any changes or cancellations to the order which includes, and is not limited to, the style or layout of the furniture and the finish colors. After 5 days, Watson may charge a Change Order Fee of a minimum of $500. At that time, a revised quote and new drawings will be issued. The Revised Drawings will have to be approved and signed by the customer and returned to Watson with an updated Purchase Order. The five day grace period will begin again with the acceptance of the approved revisions. Changes may affect lead time of the product.

Storage

Watson understands that projects sometimes face unforeseen delays. If the request to move an order out is received more than 5 weeks prior to the acknowledged delivery date, we can likely accommodate that request without additional cost. If the request to move an order out is received less than 5 weeks prior to the acknowledged delivery date, customers may opt to store on site or a customer sourced location. Watson can also arrange storage at a cost of $1 per day per $1,000 of the Total Order Net. Storage would be considered delivery to the customer for all purposes, including invoicing.

Payment Terms

When credit is extended for net thirty 30 days, payment is due within 30 days of shipment. If there are installation exceptions the customer is permitted to withhold 10% until satisfactory installation is completed without incurring interest or fees. The remaining 90% is due within 30 days of shipment.

Delivery and Installation

Watson Consoles will plan the delivery and installation of console furniture based on the desired installation date listed above. Depending upon lead times and order size an alternate date may be given to the order and will be noted on the order acknowledgment. We ask that a point of contact (POC) be identified at the installation site. The POC must be accessible throughout the install and have the authority or access to the person of authority to make decisions related to the console installation. Upon completion of the installation the POC would need to be available to complete final walkthrough and installation inspection. Failure to provide such a contact assumes the installation has been accepted as reported.

The install date given is in understanding that the room where the furniture is to be installed will be ready for delivery and installation of console furniture on the scheduled delivery date. If the install date needs to move out or the room is not ready by the acknowledged date, Watson will need to have at least 5 weeks to reschedule the installation of console furniture. If travel arrangements have already been made there may be a return trip cost added to the final invoice.

I understand and agree to all stated terms within this document.

_____

Authorized Signature

_____

Date

00028869

Bloomington Police Dept. - IL

watson consoles

Watson Rep Firm:	DICK BUSS &	**Specified For:**	BLOOMINGTON POLICE
Address Line 1:	711 N. LYNNDALE	**Address Line 1:**	305 S. EAST STREET
City:	APPLETON	**City:**	BLOOMINGTON
Zip:	54914	**State:**	IL
Sales Person:	Dick Buss	**Contact Name:**	
Phone Number:	6089872100	**Phone Number:**	
		Email Address:	

Project Summary: (7) Mercury Pro Consoles - 96" Primaries - 42" Screens w/ 12" Tinted Acrylic

Each Position Includes:

Electronically Height Adjustable Work Surface **with Techlink
Adjustable Monitor Array with Individually Adjustable Heavy Duty Monitor Arms - 4 over 4 Configuration
Built-In Surface Multi Ports for Power/Voice/Data
Environment Control Package - Includes Forced Air Heat, Cooling Fans, LED Ambient Lighting & Dimmable LED Task Lighting
Technology Bridge with Active Ventilation to Accommodate (4) PCs
Personal Storage as Per Drawings
Status Light
Grounding Bar and Headset Jack Mount
2 - Light Strips for Technology Bridge

12 Technology Ports to Include:
6 - USB ports
2 - CAT6 RJ45 Data ports
2 - 3.5mm Stereo ports
1 - RJ11/RJ12 Phone port
1 - USB Charger ports

Quote Include Delivery and Installation

Installation includes prevailing wage, live cutover, tear down, removal and disposal of old consoles.

1. State and Local Taxe- will a00l1 unle-- 0roof of exem0tion i- 0rovided with the 8urcha-e Order.
2. De0o-it ma1 be required with order; Net 30 da1- of Shi0ment of 8roduct
3. Chair- are for re0re-entational 0ur0o-e- onl1.
4. Lead time average 60 da1- after recei0t of 8urcha-e Order.
5. Com0leted Order con-i-t- of a -igned Contract or 8urcha-e Order, Signed Drawing-, Signed Color Selection Sheet, and De0o-it
6. Change Order Fee (minimum $500) ma1 be a00licable for change- after 5 bu-ine-- da1- of -ubmi--ion.
7. 8ricing will be valid for four (4) month- after recei0t of 8urcha-e Order. An1 order- that have not been manufactured within thi- time frame ma1 be subject to a price change.

Quote Date 3/25/2021 **Expiration Date** 6/25/2021		Watson Account Manager:	Kelly Dowling
Remit To:	Watson Consoles 26246 Twelve Trees Lane NW Poulsbo WA 98370	Watson Factory Rep Firm:	DICK BUSS & ASSOCIATES
		Prepared By:	Destiny Trowbridge
This Document is Confidential & Proprietary (C) 2017 Watson Furniture Group, Inc. All Rights Reserved		File Name:	Bloomington

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8roject: Bloomington 8olice De0t - IL

watson consoles

Sold to

Com0an1 name: BLOOMINGTON 8OLICE DE8ARTMENT
Contact 8er-on:
Contact 8hone:
Contact Fax:

Distributor

Distributor name: DICK BUSS & ASSOCIATES
Sale-man: Dick Bu--
Sale-man 8hone: 6089872100
Sale-man Fax: 6083452104

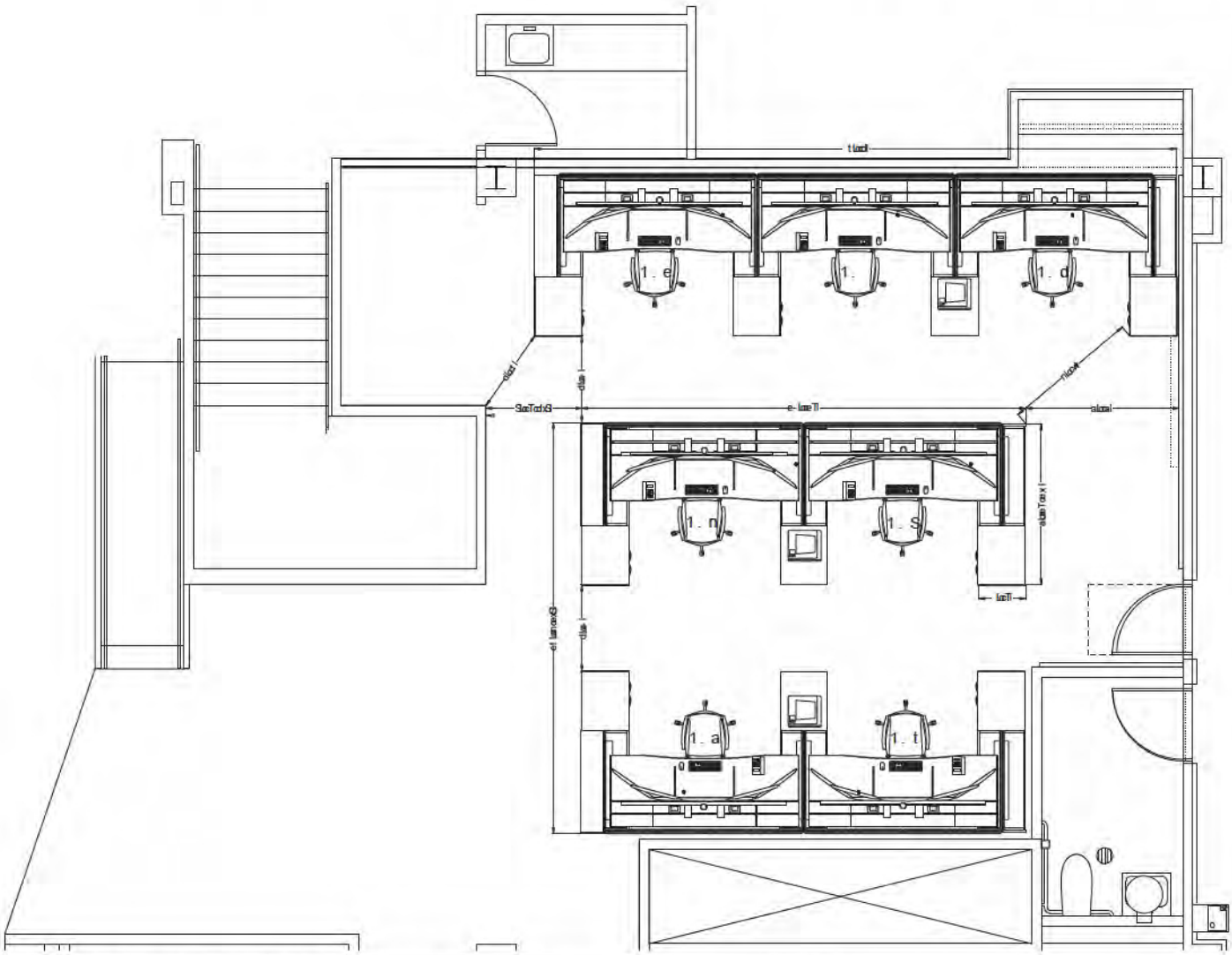
#	Qty	Part Number	Description	Sell	Ext. Sell
1	4	HD6H24511 8C	MERCURY 8RO HUB, 24"D x 51"a x18H", CENTER	$4,152.08	$16,608.30
2	1	HD6H24511 8L-G	MERCURY 8RO HUB, 24"D x 51"a x18H", LEFT HAND, a ITH GROMMET	$2,594.63	$2,594.63
3	2	HD6H24511 8L-N	MERCURY 8RO HUB, 24"D x 51"a x18H", LEFT HAND, NO GROMMET	$2,561.28	$5,122.56
4	1	HD6H24511 8R-G	MERCURY 8RO HUB, 24"D x 51"a x18H", RIGHT HAND, a ITH GROMMET	$2,594.63	$2,594.63
5	2	HD6H24511 8R-N	MERCURY 8RO HUB, 24"D x 51"a x18H", RIGHT HAND, NO GROMMET	$2,561.28	$5,122.56
6	7	HD6a 3696D	MERCURY 8RO a ORK SURFACE a ITH DE8TH ADJUSTMENT, 36"D x96"a x 24-50dH, a ITH CONTOUR EDGE, DUAL MONITOR ARRAY	$8,597.63	$60,183.41
7	5	HG6TS96G	MERCURY TECH BRIDGE, SINGLE SIDED 12" D X18"H, FOR A96"a CONSOLE, a ITH GROMMET	$847.09	$4,235.45
8	2	HG6TS96N	MERCURY TECH BRIDGE, SINGLE SIDED 12" D X18"H, FOR A96"a CONSOLE, NO GROMMET	$813.74	$1,627.48
9	7	HGA	MERCURY ARRAY	$1,397.37	$9,781.56
10	7	HGA	MERCURY ARRAY	$1,740.87	$12,186.09
11	3	HGBS2418D-C	MERCURY BRIDGE S8ACER, 24"D x18"H DUAL, CENTER	$80.04	$240.12
12	2	HGBS2418D-L	MERCURY BRIDGE S8ACER, 24"D x18"H DUAL, LEFT HAND	$80.04	$160.08
13	1	HGBS2418D-R	MERCURY BRIDGE S8ACER, 24"D x18"H DUAL, RIGHT HAND	$80.04	$80.04
14	1	HGBS2418S-C	MERCURY BRIDGE S8ACER, 24"D x18"H SINGLE, CENTER	$80.04	$80.04
15	1	HGBS2418S-L	MERCURY BRIDGE S8ACER, 24"D x18"H SINGLE, LEFT HAND	$80.04	$80.04
16	2	HGBS2418S-R	MERCURY BRIDGE S8ACER, 24"D x18"H SINGLE, RIGHT HAND	$80.04	$160.08
17	4	HGESSO5142ST	MERCURY END STACKER STORAGE, O8EN, 11.375dD X 51ca X 42dH, SINGLE a ITH STORAGE	$500.25	$2,001.00
18	4	HG8BODB243030L	MERCURY 8ERSONAL BASE, O8EN DOOR BOX, 24dD x 30ca x30dH, LEFT HAND	$1,033.85	$4,135.40
19	3	HG8BODB243030R	MERCURY 8ERSONAL BASE, O8EN DOOR BOX, 24dD x 30ca x30dH, RIGHT HAND	$1,033.85	$3,101.55
20	6	HG88B24308	MERCURY 8ERSONAL 8ALLET, BOX, 24dD x 30ca x8dH	$580.29	$3,481.74
21	1	HG8SODB243024L	MERCURY 8ERSONAL STACKER, O8EN DOOR BOX, 24dD x, 30ca x24dH, LEFT HAND	$907.12	$907.12
22	3	HGSOCBKT42L	MERCURY OUTSIDE CORNER BRACKET, 42"H	$33.35	$100.05
23	3	HGSOCBKT42R	MERCURY OUTSIDE CORNER BRACKET, 42"H	$33.35	$100.05
24	7	HGSR5154FAS	MERCURY RETURN SCREEN, FABRIC AND TINTED ACRYLIC, 51"a X 54"H,	$927.13	$6,489.91
25	3	HGSRE5154FAS	MERCURY RETURN SCREEN, SINGLE FABRIC 8ANEL AND TINTED ACRYLIC, 51"a x 54"H	$760.38	$2,281.14
26	7	HGSS9654FAS	MERCURY S8INE SCREEN, FABRIC AND TINTED ACRYLIC, 96"a X 54"H,	$1,727.53	$12,092.71
27	4	HGSa IBKT42	MERCURY INSIDE CORNER BRACKET, 42"H	$26.68	$106.72
28	14	S19-1709-STRI8LGT	eDI-LOADED-SLB-12V-BL-CSTM - 12V LED 60c TA8E LIGHT, BLUE, a / MAGNETIC CLI8 Se	$350.84	$4,911.79
29	3	S20-1977-243030N	MODIFIED ZSBKO - ZO STORAGE BOOKCASE, O8EN eNO BACK 8ANEL, ATTACHED TO HUBe, e24e'D x 30"a x e30e'H	$630.32	$1,890.95
30	7	TXX4X6GROUND	MERCURY, GROUND BAR KIT 4c X 6c	$113.39	$793.73
31	7	TXXSTATUS-3L8S	STATUS LIGHT R/Y/G a ITH 8Oa ER SU88LY	$967.15	$6,770.05
32	7	TXXTECHAUDBKT	HEADSET JACK MOUNT BKT, BLACK	$60.03	$420.21
33	14	TXXTECHAUDIO25	TECH LINK, STEREO AUDIO JACK, (3.5mm CONNECTOR SIZE) - Black, 25Ft	$26.68	$373.52
34	14	TXXTECHDATA25	TECHLINK, DATA JACK (CAT6), RJ45, 8ASS THROUGH 8ANEL MOUNT - Black, 25 Ft	$46.69	$653.66
35	14	TXXTECH8H25	TECH LINK, 8HONE JACK, (RJ11 / RJ12) - Black, 25Ft	$20.01	$280.14
36	7	TXXTECHUSB-CHG	TECH LINK, USB CHARGER INSERT	$106.72	$747.04
37	42	TXXTECHUSB15	TECH LINK, USB INSERT (TY8E A), FEMALE / FEMALE a ALL 8LATE COU8LER - Black, 15Ft	$33.35	$1,400.70
38	1	a AKEY-STD	MASTER KEY, STANDARD LOCK (082000)	$2.45	$2.45

Subtotal Product	**$173,898.69**
8remium Fini-h U0charge	$2,625.00
Grand Total	**$176,523.69**

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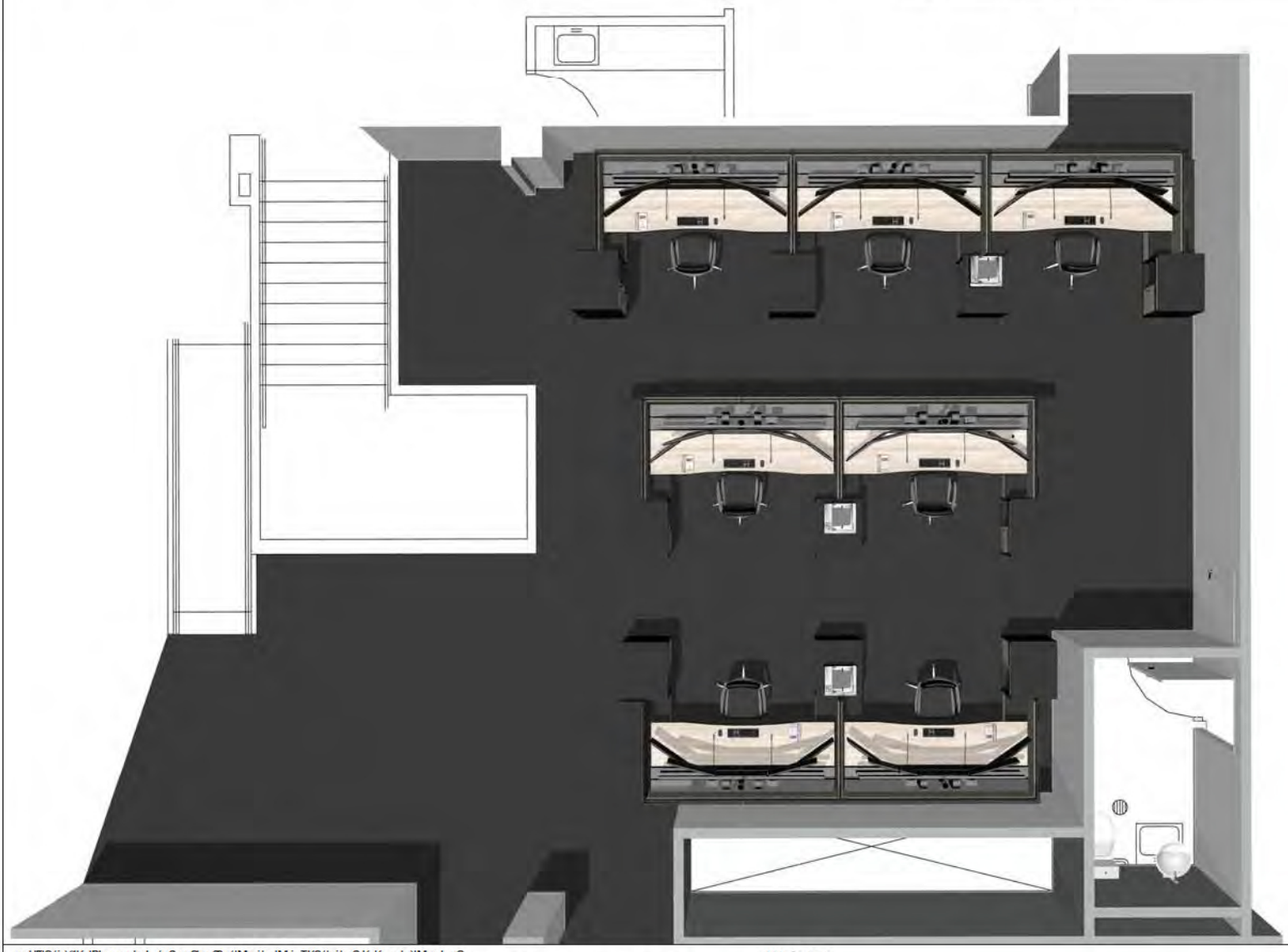
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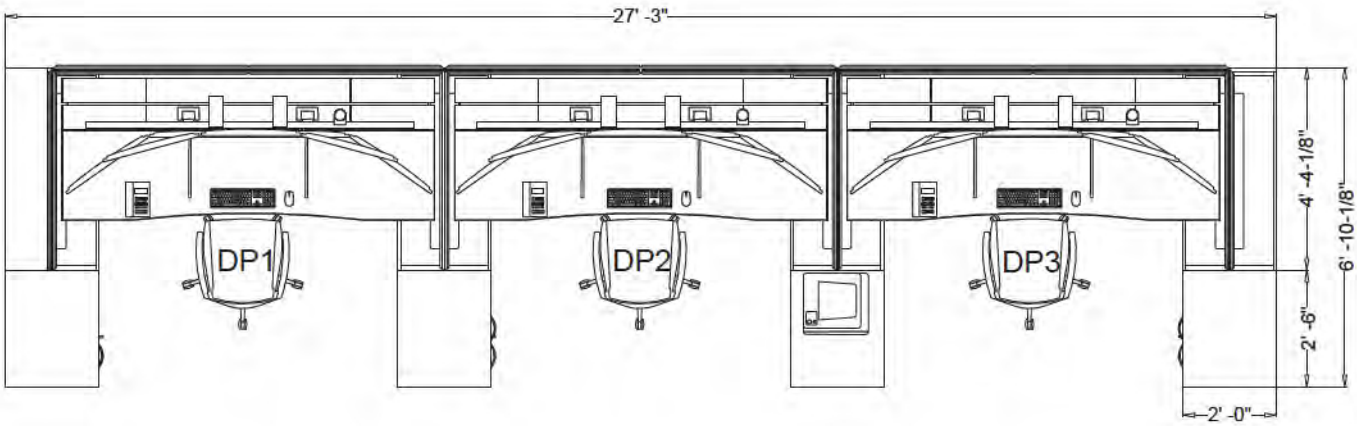
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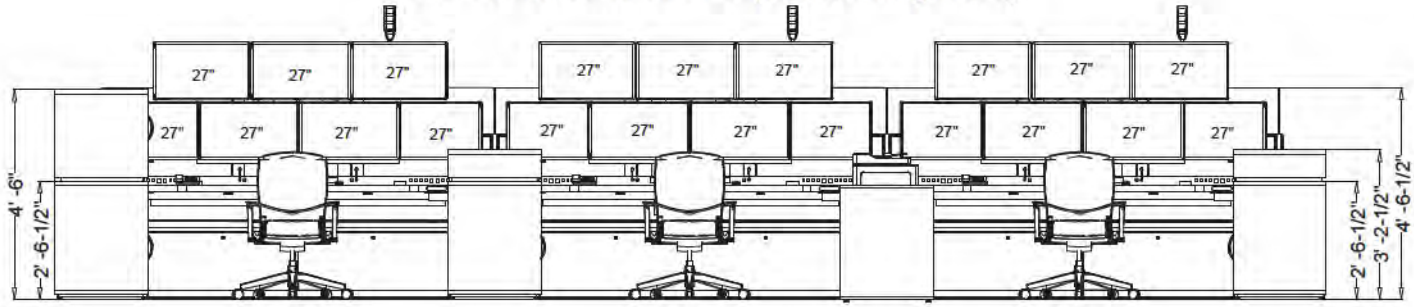
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Project:Bloomington Police Dept. - IL

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All Monitor Arms Are Fully Articulating Heavy



NOTE: Verify all building dimensions on-site prior to purchase or installation of product.
Watson agrees to provide product Symbols that are correct. In turn, the agent or customer is responsible for providing accurate building plans, including dimensions, features, and information required for space planning and installation.

Approved By:

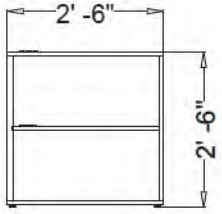
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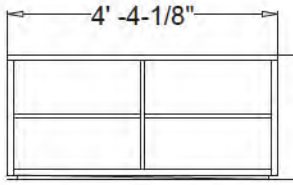
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Project:Bloomington Police Dept. - IL

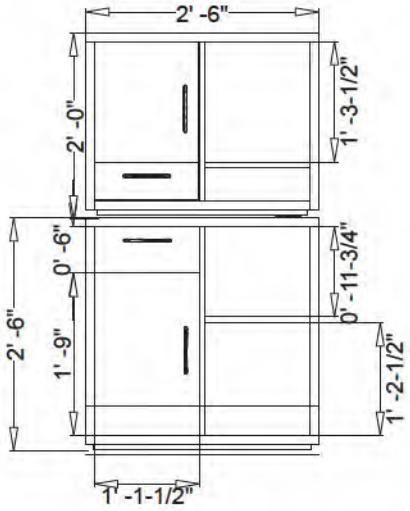
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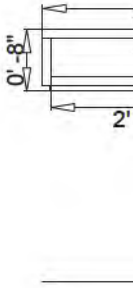




Custom 24"D x 30"H ZO Open Bookcase - Custom Hub Booko

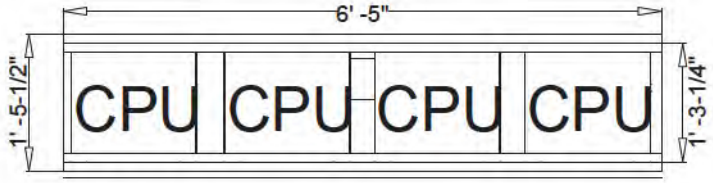


Mercury 30"H Personal Storage Open Box Door with 24"H Personal Storage Stacker



Mercury Dra

2 Light Strips in Tech Bridge



Mercury Technology Bridge for CPU Storage

Scale: 3/4" = 1'

NOTE: Verify all building dimensions on-site prior to purchase or installation of product.
Watson agrees to provide product Symbols that are correct. In turn, the agent or customer is responsible for providing accurate building plans, including dimensions, features, and information required for space planning and installation.

Approved By:

Name Date Title

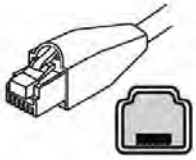
Description: Center Position Technology Dashboard Layout

Project:Bloomington Police Dept. - IL

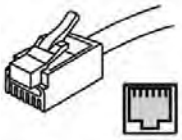
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Data Port Types
From the available ports shown, note quantity of ports by specifying type of connection needed.

Number Included
12



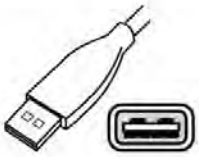
CAT6/RJ45



RJ12



3.5 Stereo



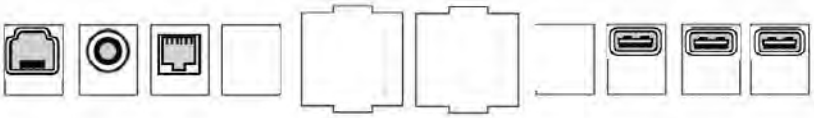
USB-A*

2-USB POWER
Can only be specified in one of the 2 large, center ports

Number Include
1

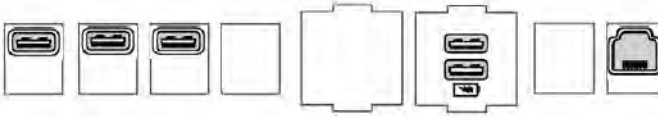
LEFT
User Data Ports

Note - Total Left & Right counts cannot exceed USB Power only available in large ports.



RIGHT
User Data Ports

Note - Total Left & Right counts cannot ex
USB Power only available in large p



REAR LEFT
Monitor Data Ports: speakers and/or video touchscreens

PC COUNT
LEFT TECH CABINET
2

SPEAKER BRACKETS
Array Bar Mounted
Total number of speakers

SOUND BAR(S)
Array Bar Mounted
Total number of speakers

REAR RIGH
Monitor Data Po
speakers and/o
video touchscre

PC COUNT
RIGHT TEC
CABINET

NOTE: Verify all building dimensions on-site prior to purchase or installation of product.
Watson agrees to provide product Symbols that are correct. In turn, the agent or customer is responsible for providing accurate building plans, including dimensions, features, and information required for space planning and installation.

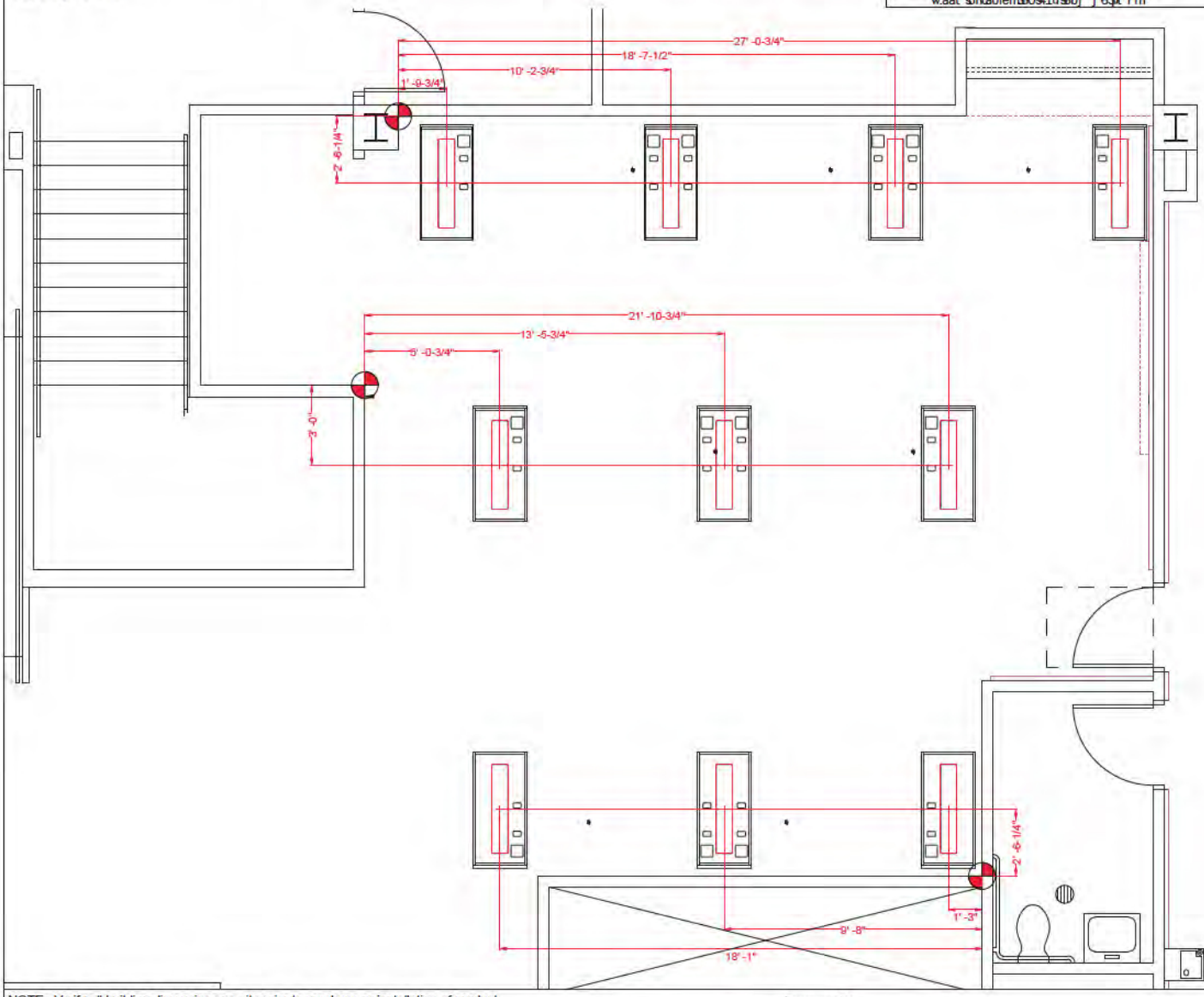
Approved By:

Name Date Title

ICKB gipUi2eialSao/a.g/l9b&Aeist Oisg/l9Tj A1piggo/lh El0j A5soogr lypi2sp
IdTAy44K

Project: Bloomington Police Dept. - IL

w.sat sonoaolem660941u96bj j63pt rih



NOTE: Verify all building dimensions on-site prior to purchase or installation of product.
Watson agrees to provide product Symbols that are correct. In turn, the agent or customer is responsible for providing accurate building plans, including dimensions, features, and information required for space planning and installation.

Approved By:

Name Date Title

P TGAv GYaEW(W,WdT,

SafSaASGRTa) 7RW)W(,

, a a aQaQaQ a a aQa aQ a a a Q a 1aR aQ Q a a
Q a aQ a a aQ a Q a a a Q 9a Q aQ a a Q a a
QaQ a a 1a *All selections shown on Mercury Pro*

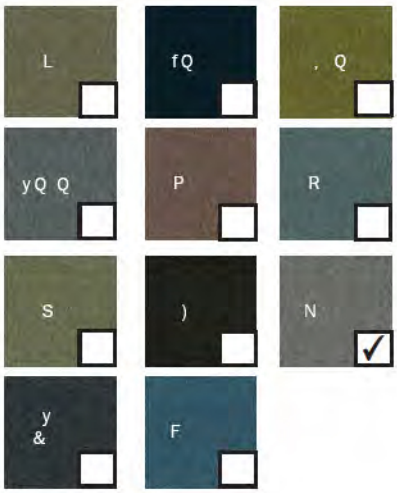
Sa L Q afQ Q aaAd)),Ta)(Ta





&a, aEQ aaAd)),Ta)(T



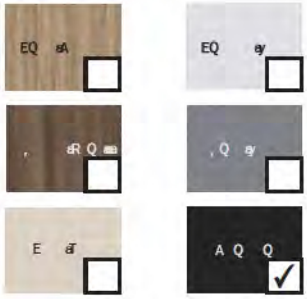


P TGAv GYaEW(W,WdT,
SafSaASGRTa) 7RW)(, a4a

Oa, Q aAQ afQ Q a4Ad)),Ta)(Ta

(a a, Q aT a
aQ Q a Q a ad a
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Ta, Q aEQ afQ Q a4Ad)),Ta)(T





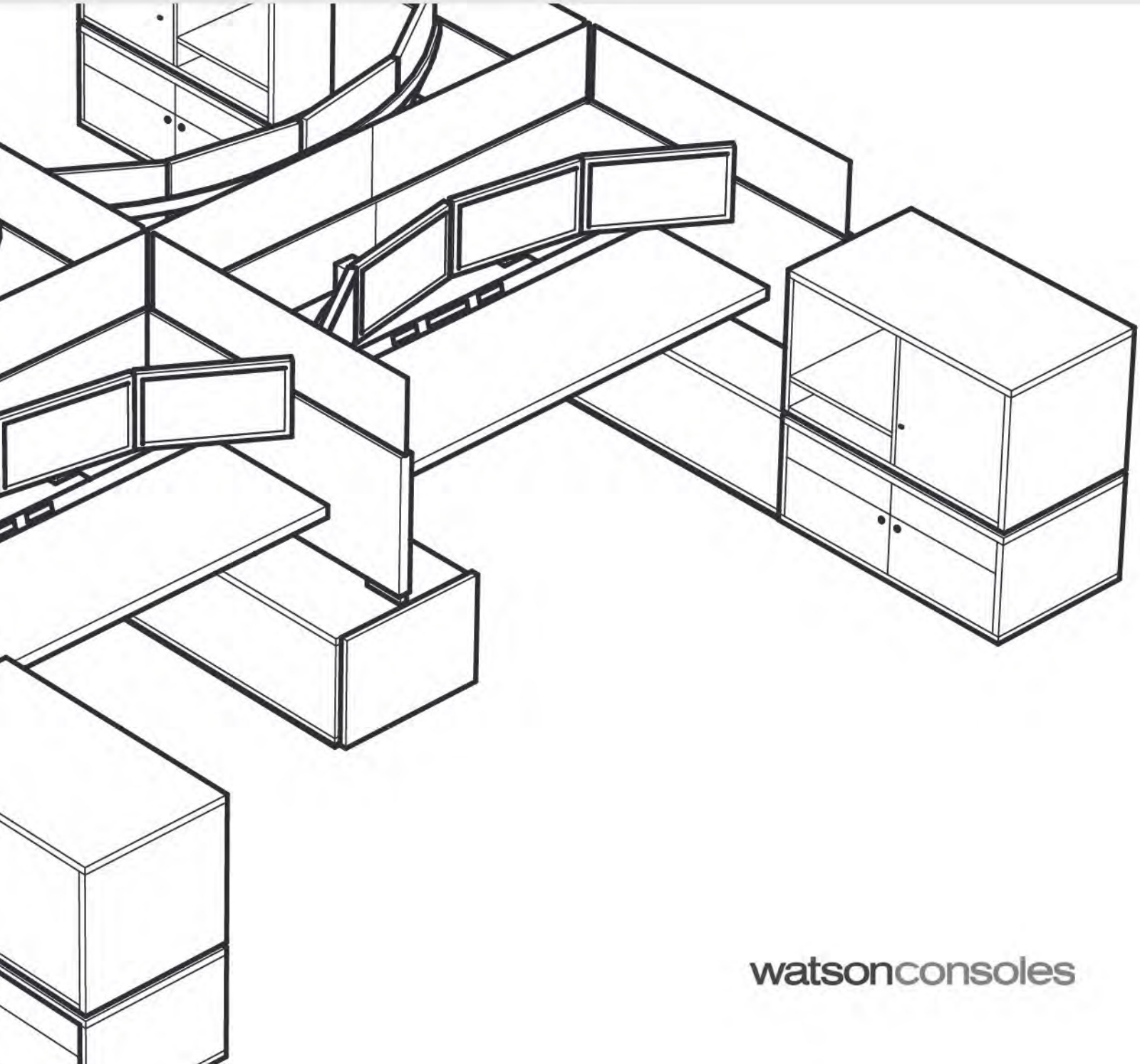
6Premium face finishes with $125 upcharge

, ad aWWWWWWWWWWWW

watsonconsoles h rhaR aR afQ a(L 9Y 9L Q a2/pgba
phb1p2r1pbbaaa U Q 1 aaM a bj 2

MERCURY

FACILITY REQUIREMENTS



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MERCURY FACILITY REQUIREMENTS

3 CONSOLE POWER REQUIREMENTS

4 USER POWER RECOMMENDATION

4 NEMA OUTLET REQUIREMENTS

5 HOW TO CALCULATE POWER NEEDS

6 TECHNOLOGY LOCATION TYPICAL

7 FACILITY WIRING ILLUSTRATIONS

CONSOLE POWER REQUIREMENTS

Building Power Connection

Watson Dispatch Consoles are connected either to NEMA 15/20R outlets located beneath the raised floor, on the wall, or by running conduit into the console and mounting junction boxes inside the console Hubs. There are dedicated cut-out locations in each console Hub and available mounting locations for junction boxes.

Lifting System

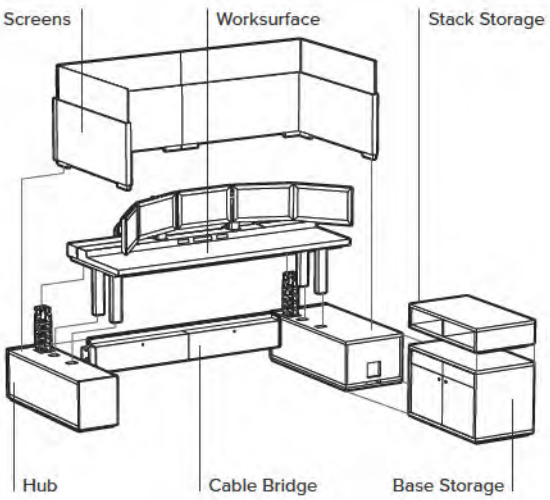
The console requires 120 VAC, 13.3A, 60Hz. The maximum weight capacity is 200 lbs which includes the monitors. The Mercury console is ETL Listed per UL 962 Standard for Household and Commercial Furnishings.

Total Console Power Requirements

Total system draw for a console with all environment and ergonomic features in simultaneous operation requires 13.3 amps at 120 VAC. This is a maximum draw for all components operating at full capacity. This includes the Environmental Control system which consumes 50-60 Hz at 120 VAC. Total Environmental Control System power draw during simultaneous operation at maximum load is 7 amps at 120 VAC. This system is UL 962 listed and CSA certified.

Technology Storage Unit Power Requirements

The Technology Storage unit includes integrated cooling fans which will add to the Total Console Power draw. The number of fans vary by storage type and quantity and will be determined by the final furniture configuration. Each fan adds an additional 80mA, with total power draw of 360mA for the largest furnishing. Typical layout allows power connection to a PDU found in the adjacent Hub unit.



Cooling Fans —
Electrical
12 VDC Rated voltage
285 mA rated current
3.4 W rated power consumption
-10-70°C operating temperature

Performance
2700 RPM rated speed
97 CFM airflow
40.5 dB(A) acoustic noise

Personal Heater —
Electrical
120 VAC rated voltage
400 W power consumption

Task Lighting —
Electrical
12 VDC rated voltage
135 mA rated current
135 mA approx. draw

Ambient Lighting —
Electrical
12 VDC rated voltage
180 mA rated current
2.16 W / 180 mA power consumption

USER POWER RECOMMENDATION

Building Power Connection

A typical console has two Power Distribution Units. A single PDU is rackmounted within each Hub. Each PDU requires its own 20A uninterrupted power source (UPS) circuit.



20 AMP Unit —
Output
50/60 Hz compatibility
Nominal output voltage
100-122V nominal, single phase
20A overload protection
(13) NEMA 5-15/20R



Input
PDU input voltage 100V; 120V; 127V
20 amp maximum input
NEMA 5-20P
15 ft. input cord
120 VAC compatibility
Phase single-phase



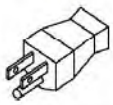
Input
PDU input voltage 100V; 120V; 127V
20 amp maximum input
NEMA L5-20P
15 ft. input cord
120 VAC compatibility
Phase single-phase

Physical
1.75"(1U) x17.5"x4.5" / IU Rackmount
Sheet metal construction
30.2mm outlets (center-center)

Special Features
TVSS grounding back panel nut and bolt grounding lug

Certifications
UL962 (USA)
SCS Indoor Air Advantage Gold (USA)
CSA-C22.2 Canada)

NEMA OUTLET REQUIREMENTS

	NEMA PLUG	NO. OF OUTLETS	RATED CURRENT
CONSOLE (NON-UPS) **HEIGHT-ADJ WORKSURFACE** **HEIGHT-ADJ MONITOR ARRAY** **OPTIONAL ENVIRONMENTAL SYSTEM**	5-15P 	These three features are pre-plugged; one (1) cord exits the console and plugs into a single outlet.	13.3A
TOTAL CONSOLE		1	
POWER ACCESSORIES			
(2) MULTI-OUTLET POWER STRIPS FOR MONITORS (UPS)	5-15P	1 PER	15A
(2) PDU WITH (13) NEMA 5-15R OUTPUT (UPS) ** Optional Twist-lock L5-20P NEMA Plug* 	5-20P Actual plug type varies and is selected by the customer.	1 PER	20A
(OPTIONAL) SURFACE MINITAP, MODEL TXXTECH2PWR	5-15P	1	15A
TECHNOLOGY UNIT ** May be plugged into nearby PDU.*	5-15P	1-2 PER	160 - 320 mA

CALCULATING POWER NEEDS

When planning for your power needs, you must calculate the amperage requirements of all your electrical components so you can provide sufficient electricity to power them. The amperage, also known as current ratings, are found on product labels or specification sheets from the manufacturer.

If your usage is not known in advance:

The National Electrical Code (NEC) allows a maximum of 13 receptacles on each 20-amp circuit. Most electrical engineers write their specifications more conservatively than the NEC. Consult your project electrical engineer. All receptacles are duplex and include two outlets.

If your usage is known in advance:

Add up the amperage used by each piece of equipment in the workstation. To prevent overloading circuits, the capacity is "de-rated" by 20 percent. As a result, for every 16 amps used, an additional circuit is required. For example, if the sum is equal to 36 amps, the workstation would require 3 circuits.

To calculate amperage (current) when the wattage of a device is known, divide watts by 110.

Some appliances, such as large copiers or space heaters require most of the current available on a 20-amp circuit. It is strongly suggested that such devices be supplied with their own receptacle/circuit directly from the building.

Space heaters must not be connected to any relocatable power taps (power strips, PDU, or surface convenience outlets).

Electrical codes vary by region. Consult a qualified electrical contractor or engineer for the proper planning of electrical circuits in your locale.

Requirements of Office Equipment in Amps (estimated typical requirements):

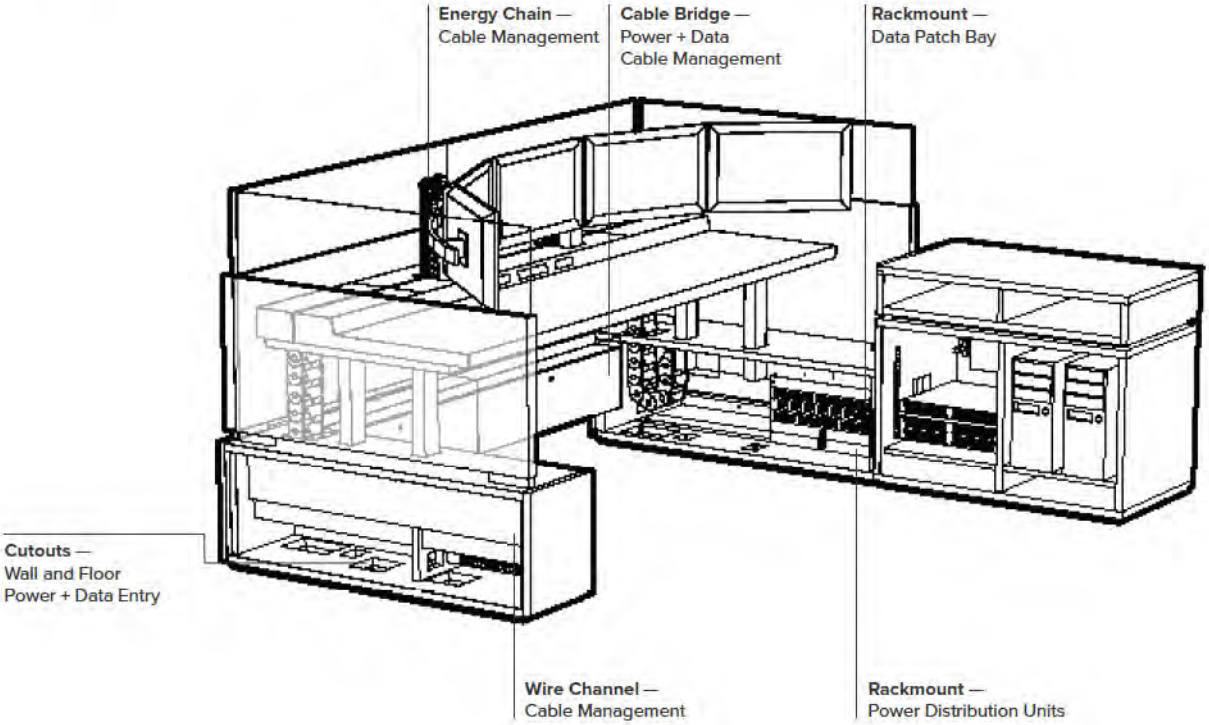
General Equipment

A.C. adapter	0.05
Copy machine	15.00
Mercury console	13.30
Fan	0.50
Space heater, 1000 watts	8.50
Space heater, 1500 watts	12.50
Stand-alone copiers	15.00

Electronic Equipment

Desk-top printers	1.20 to 2.00
Flat-panel monitors	0.70 to 3.50
Laptops	3.50 to 5.00
Stand-alone printers	1.50 to 2.50
PCs	0.08 to 4.80

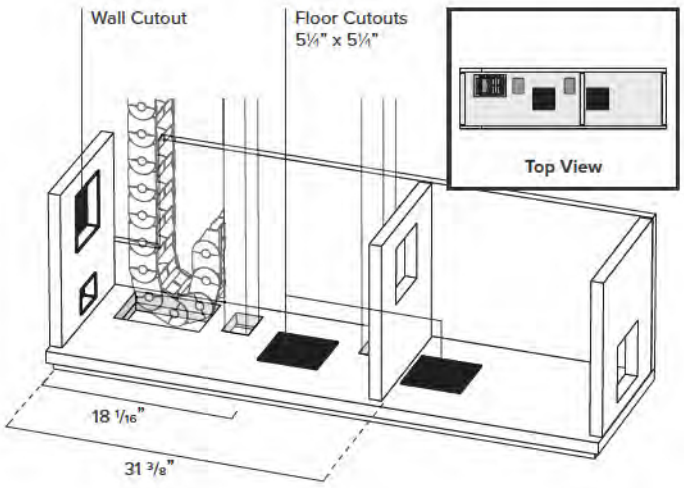
TECHNOLOGY LOCATION TYPICAL



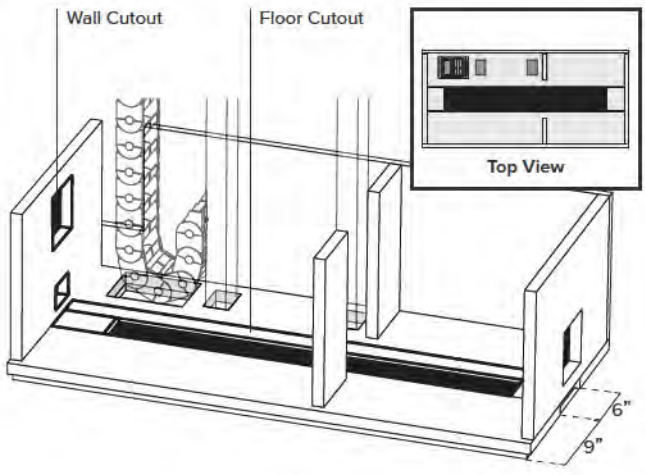
Facility Cutouts

Facility connection is dependent on specification. Mercury consoles are designed to accommodate facility power from wall and/or floor outlets. Facility power must only be routed through the hub cutouts shown.

Half Hub Facility Cutouts



Full Hub



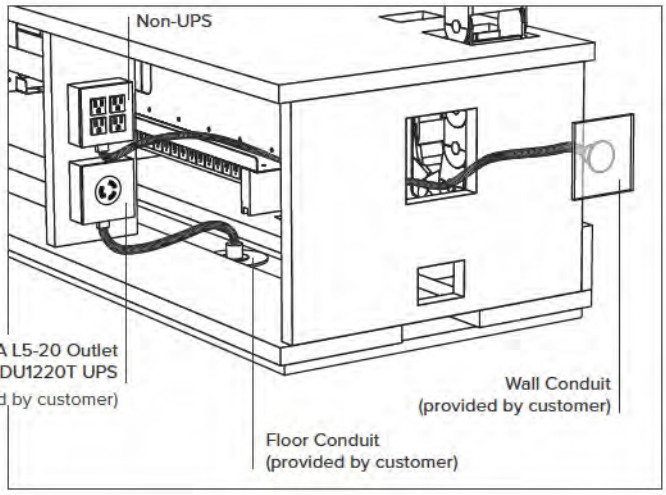
FACILITY WIRING ILLUSTRATIONS

Integrate Mercury and Facility Power

The illustrations below show examples of Mercury integrated with facility provided power and accessories.

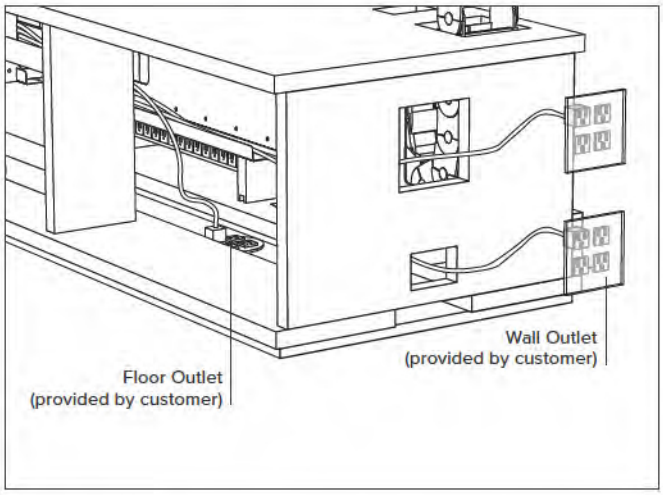
Hardwire

Directly wire one 4-plex plug for the Mercury console power cord. Directly wire one 5-20R junction box (not included) to the inside of the Hub for the Rackmount PDU; this should match the rackmount style you order with your console.



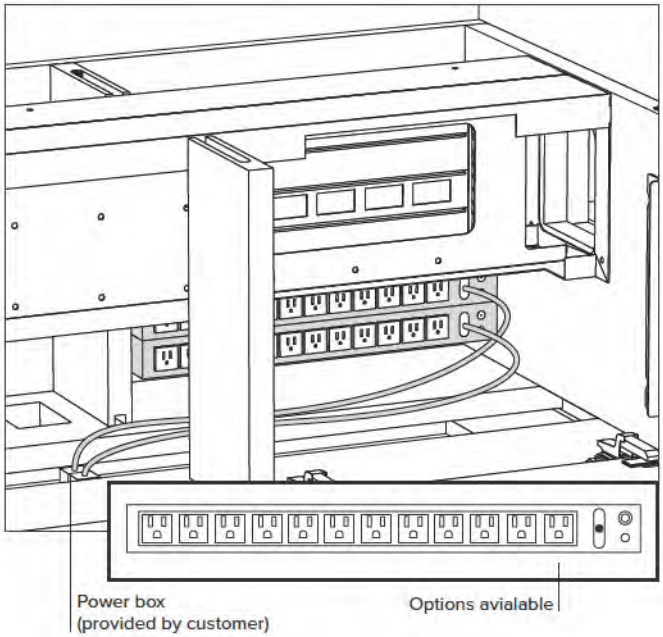
Facility Outlet Options

Connect the main power cord directly to wall or floor outlets. A 20A outlet is recommended for the main power cord. Additionally, use a floor or wall outlet that corresponds to the Rackmount PDU specified for each Hub. Options include 15A, 20A, and 20A Twist Lock. Position facility outlets to align with console power access points.



PDU's

For extended capacity, install additional rack mount PDU(s) to pre-installed rack inside the Hub. If a Tripplite surge protector is provided, plug into facility power and place component on floor of Hub.

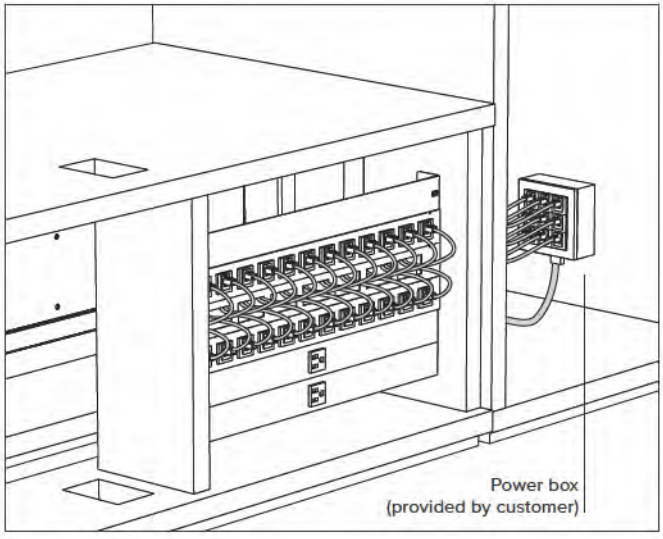


Network Switches

Similarly, network switches (not included) can be installed two ways:

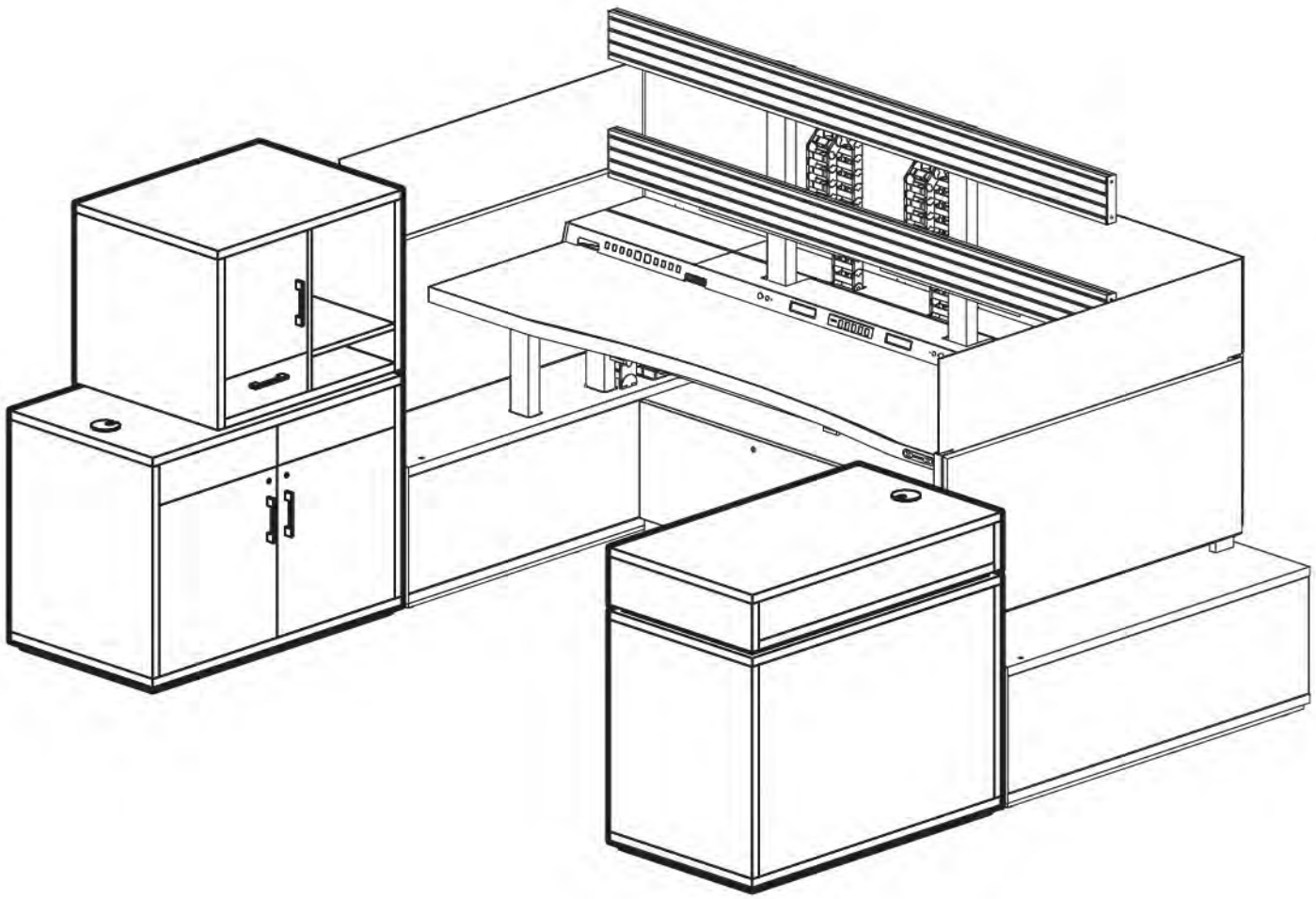
A. Mount junction boxes to inside of technology cabinet.

B. Use rack mounted switchboards.



MERCURY

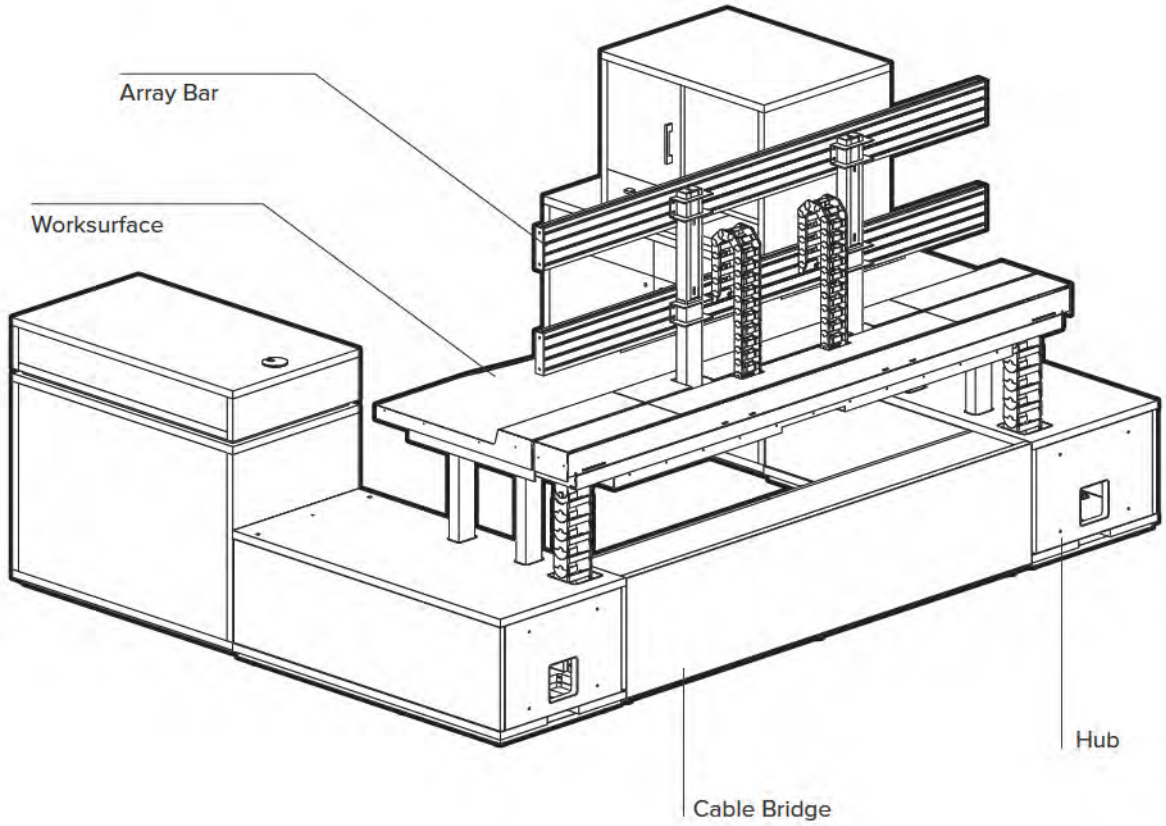
DISPATCH USER WIRE-UP GUIDE



V.2.0 09/18 INS-HG-WIRE

watsonconsoles

PRODUCT TYPICAL



GETTING STARTED

Check connections:

Make sure your MERCURY worksurface power cord is plugged into a 110 volt power source. Note: The Wellness Switch display will light up to indicate the control box is plugged in.

Clear area:

Reduce height-adjustment interference by removing objects from beneath the worksurface and on top of the hubs. Keep these areas clear to prevent injury and damage when the worksurface is at its lowest setting.

Duty Cycle:

Regardless of load, the duty cycle of this system includes a maximum of five minutes operation per hour, or a maximum of two minutes of continuous use. The controller software restricts the motor from exceeding these limits. This prevents damage to the motor and extends the life of the system.

ADJUSTING THE TABLE

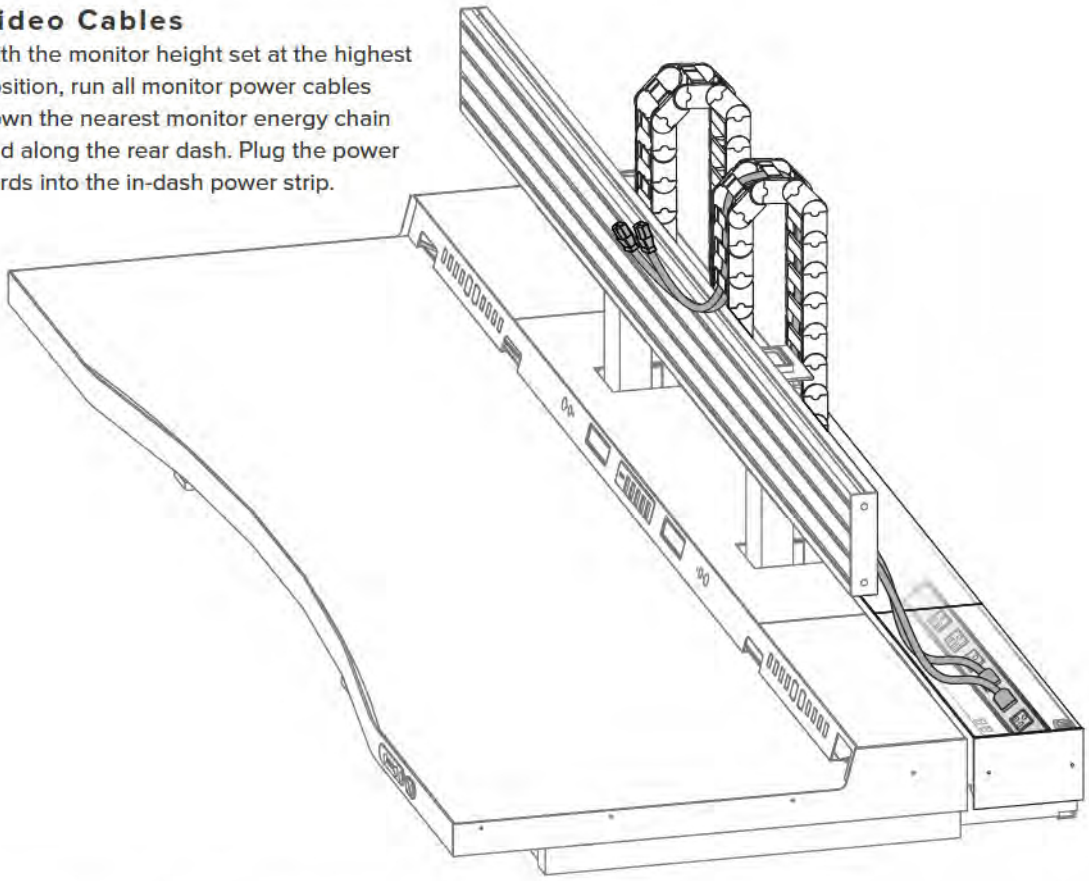
Normal Operation:

To run the worksurface up or down, press and hold the UP or DOWN button, until the worksurface reaches the desired height. The same can be done for the array bar using the UP and DOWN arrows for the array. Note: If the control box makes noise or emits an odor during operation, unplug the power cord immediately and call customer service at (360) 394-1300

1.

Video Cables

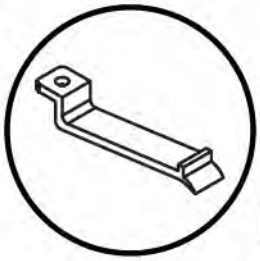
With the monitor height set at the highest position, run all monitor power cables down the nearest monitor energy chain and along the rear dash. Plug the power cords into the in-dash power strip.



2.

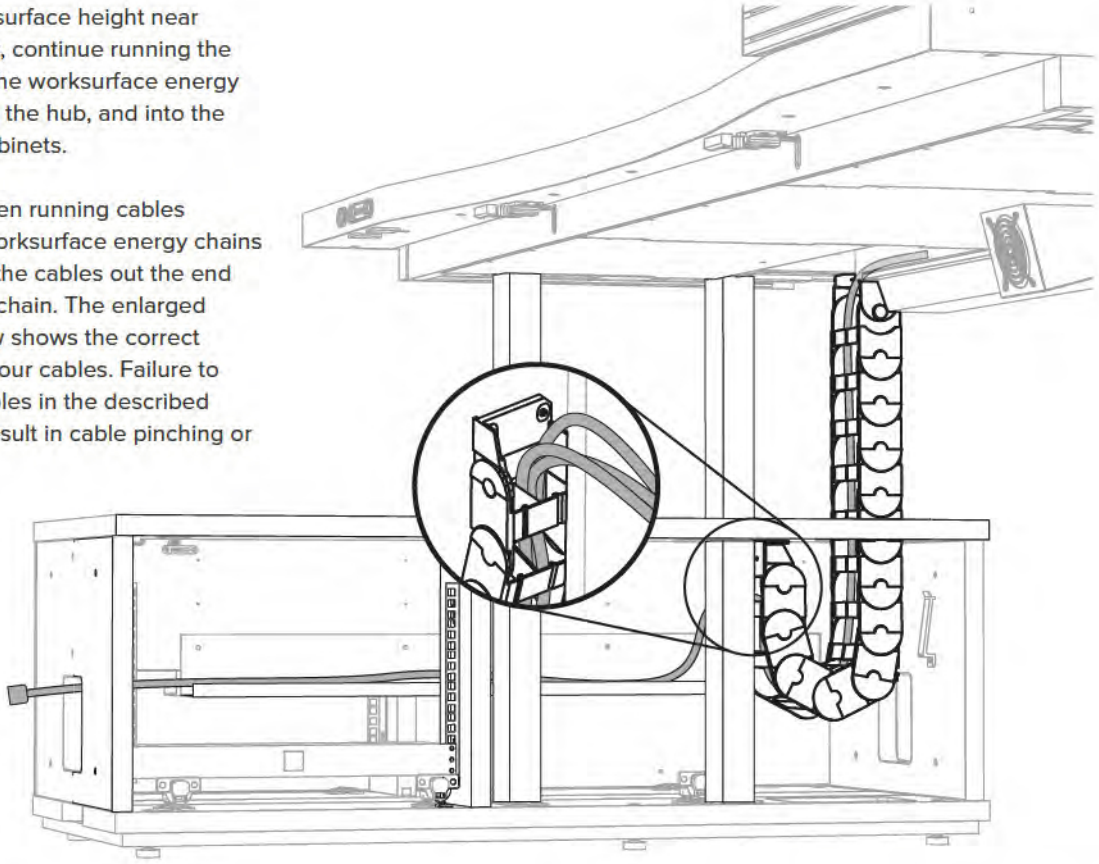
Run all monitor display cables down the nearest monitor energy chain and along the rear dash.

Use the cable clips shown below to route the cables through the underside of the rear dash and into the energy chain located below the worksurface.



3. With the worksurface height near the upper limit, continue running the cables down the worksurface energy chain, through the hub, and into the technology cabinets.

Make sure when running cables through the worksurface energy chains to always run the cables out the end of the energy chain. The enlarged diagram below shows the correct way to route your cables. Failure to route your cables in the described manner can result in cable pinching or detachment.

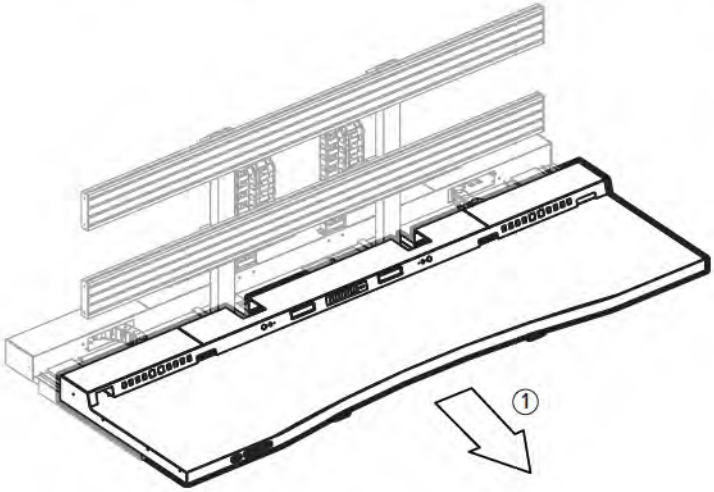


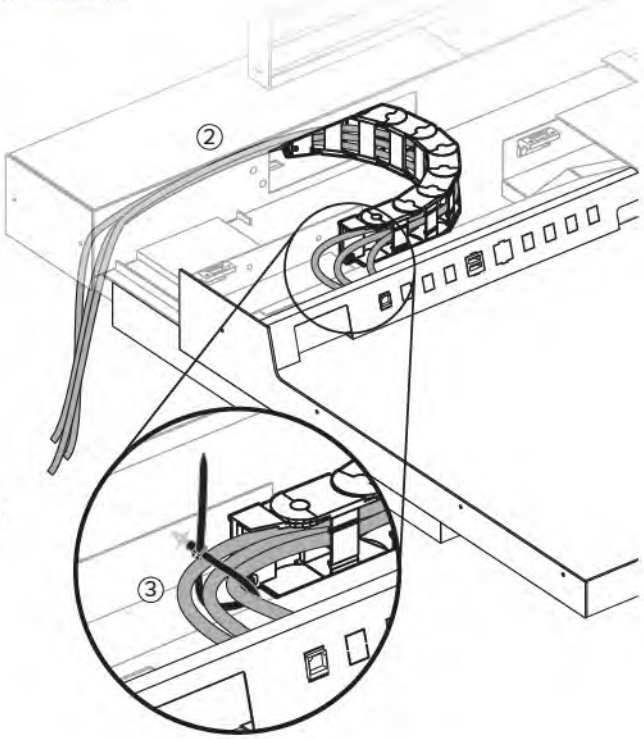
4. **User Data Cables**

(1) Fully extend the worksurface toward the user and plug the user data cables into their respective ports on the back side of the front dash.

(2) Route all user data cables through the horizontal energy chain, making sure to secure the cables to the front dash (3). Continue to route the cables down through the rear cable drop and energy chain. Route the cables horizontally through the hub in the same manner as the video cables

IMPORTANT NOTE — To limit the number of extensions or adapters required, USB cables should be plugged into the same side as the technology cabinet in which they will terminate. If you have to plug the USB cable on the opposite side as the technology cabinet, you must attach either an active USB booster or a cat6 adapter to ensure a stable signal. Refer to the Cable Buying Guide for more information.

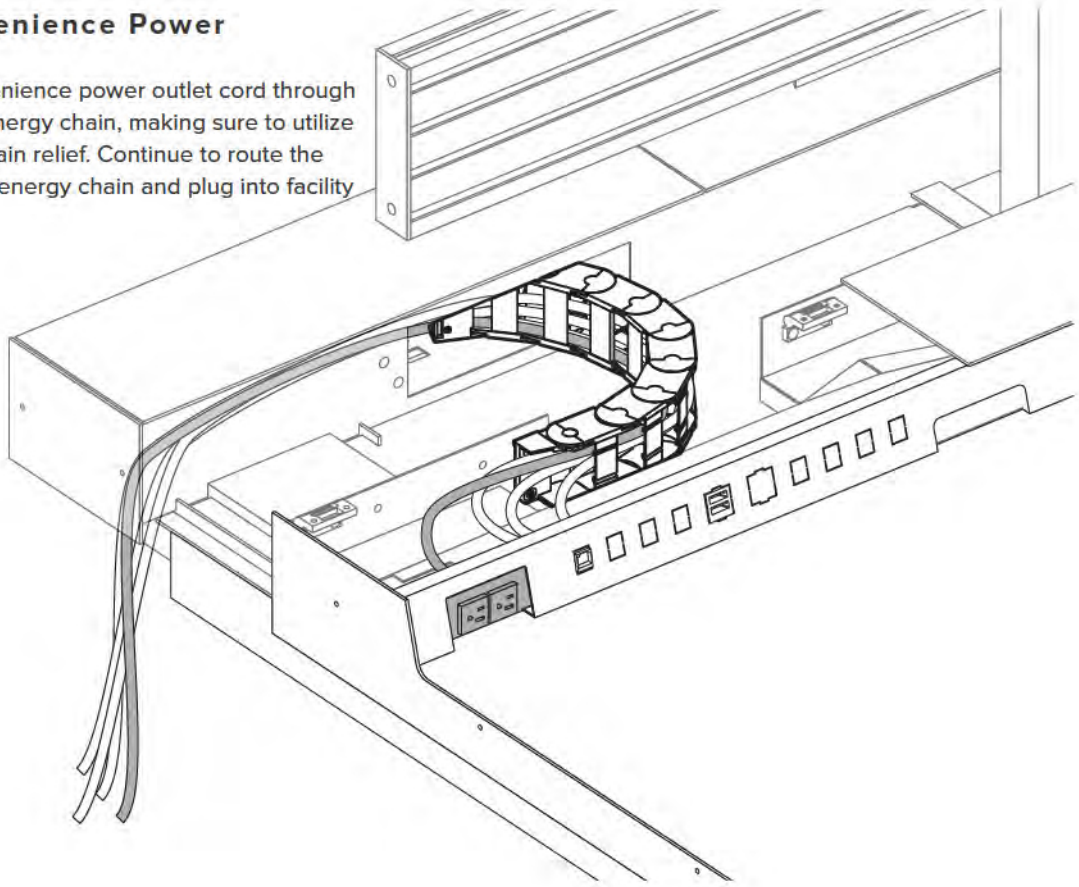




5. **110V Convenience Power**

(Optional)

Route the convenience power outlet cord through the horizontal energy chain, making sure to utilize the provided strain relief. Continue to route the cable down the energy chain and plug into facility power.



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26246 Twelve Trees Lane NW, Poulsbo, Washington 98370

360.394.1300 watsonconsoles.com service@watsonfg.com

VIDEO CABLE REQUIREMENTS

Video Cords — for home run connections between the monitor and the Technology cabinet, a 25' length video cable will be long enough for all applications of Single or Dual arrays and any size Mercury console.

Power Cords — a 10' power cord will reach all connections on all size consoles. If your existing cord or the standard cord is only 6', a longer cord may be required for the furthest positioned monitors. If you are acquiring new monitors, please specify 10' cords.

Web Sources

Monoprice
Just about any length is available, and tend to be the best value. Active Series High Speed HDMI® Cable w/ RedMere® technology is available.

DataPro
Offers a wide variety of adapters and has a good selection for DVI and DisplayPort. Also has DisplayPort Extensions.

CNAWEB
Offers most of the cables that would be required for Mercury Wire-up with the exception of DVI.

ComputerCableStore
Offers many of the types of cables necessary, but the cables are often shorter than the required length and would necessitate extensions.

Amazon
Offers anything you could ever want, including 25' DVI-D Dual Link and DisplayPort cables. With Amazon Prime you get free two-day shipping.

	MONOPRICE	DATAPRO	CNAWEB	COMPUTERCABLE STORE	AMAZON
HDMI	"25', REDMERE"	-	"30', REDMERE"	32.8'	YES
DVI-I M/M	-	-	-	-	YES
DVI-I EXT.	-	-	-	-	YES
DVI-D M/M	25'	25'	-	-	25'
DISPLAYPORT TO DVI ADAPTER	YES	YES	YES	-	YES
DISPLAYPORT TO HDMI ADAPTER	-	YES	YES	-	YES
DISPLAYPORT	-	-	-	-	25'
VGA	25'	-	25'	25'	YES
USB A TO A	15'	-	15'	15'	YES
USB 2.0 EXT CABLE, A MALE – A FEMALE	15'	-	15'	-	YES
USB ACTIVE BOOSTER	16', 32'	15', 30'	16', 30'	-	YES
USB EXT VIA CAT5 ADAPTER	YES	-	YES	-	YES
CAT5/6	"VARIOUS LENGTHS"	-	25'	"VARIOUS LENGTHS"	YES
POWER CORD CABLE	10'	10'	12'	15'	YES

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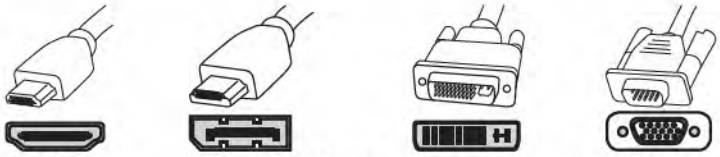
CABLE LENGTHS

Most PC & A/V cables come in 6' standard lengths. Mercury consoles are equipped with height-adjustable worksurface and monitor array(s). They require video cable lengths longer than manufacturer standard issue cables and power cords in most cases. A single connection between devices is preferred, but long-distance connections can be achieved with the use of an extension cable and/or adapter.

Standard Mercury consoles (60"W thru 96"W) require 25' video cables and 10' long monitor power cords.

For Synergy and Relay Workbench models, please contact service@watsonfg.com for specific cable lengths.

COMMON PC VIDEO CABLE TYPES



HDMI **DISPLAYPORT** **DVI-D** **VGA**

watsonconsoles
26246 Twelve Trees Lane NW
Poulsbo, Washington 98370
800.426.1202 **watsondispatch.com**

CITY OF Bloomington ILLINOIS
www.cityblm.org

Legal Department
109 E. Olive St.
Bloomington, IL 61702
Phone: 309-434-2303
Fax: 309-434-2874

Supplemental Standard Terms & Conditions

1. **Acceptance of Purchase Order.** This Purchase Order shall be effective when Seller executes it, otherwise indicates its acceptance, or delivers to the City of Bloomington ("Owner") any of the goods ordered herein or renders for the Owner any of the services ordered herein. If this Purchase Order has been issued by the Owner in response to an offer, then the issuance of this Purchase Order by the Owner shall constitute an acceptance of such offer subject to the express condition that the Seller assent to any additional or different terms contained herein. Any additional or different terms or conditions contained in any acknowledgement of the purchase by the Seller shall automatically be deemed objected to by the Owner and shall not be binding upon the Owner unless specifically accepted by the Owner in writing.
2. **Entire Agreement.** Upon acceptance of this Purchase Order, and in addition to the Watson Statement of Understanding, this Purchase Order and all specifications, drawings, and data submitted to the Seller with this Purchase Order or the solicitation for this Purchase Order shall constitute the Supplemental Standard Terms & Conditions between the Owner and the Seller (the "Contract"). The Supplemental Standard Terms & Conditions replaces, supersedes, and merges all prior discussions, agreements, or understandings between the parties except where in conflict with the Watson Statement of Understanding, and shall be changed only by written agreement of the parties.
3. **Indemnification.** The goods or services to be furnished under this Contract shall be provided at the sole risk and cost of the Seller until final payment therefore. The Seller shall, promptly and without charge to the Owner, repair, replace, or pay for, any damage or loss suffered as a result of the work of this Contract. The Seller shall indemnify, keep, and hold harmless the Owner and its agents, officials, and employees from and against all injuries, losses, damages, clams, suits, liabilities, costs, and expenses (including attorneys' fees) arising out of or resulting in any way from any defect in the goods or services purchased hereunder, or from any act or omission of the Seller, its agents, employees, or subcontractors. This indemnification and hold harmless shall be in addition to the warranty obligations of the Seller.
4. **Default.** Time is of the essence of this Contract and if delivery of acceptable items or rendering of services is not completed by the time promised, the Owner reserves the right, without liability and in addition to its other rights and remedies, to terminate this Contract by notice effective when received by the Seller and to purchase substitute items or services elsewhere and to charge the Seller with any and all losses incurred.
5. **Transportation Charges.** Transportation expense for all shipments shall be prepaid, F .O.B. point of destination. No charges will be allowed by the Owner for transportation, packing, cartage or containers unless otherwise authorized in this Contract.
6. **Unavoidable Delay.** If the Seller is delayed in delivery of goods purchased under this Contract by a cause beyond its control, then the Seller, upon receiving knowledge of such delay, must give written notice immediately to the Owner and request an extension of time or such extension shall be waived. An extension shall be granted at the sole and absolute discretion of the Owner.
7. **Warranty.** The Seller warrants that the prices for the goods or services sold to the Owner under this Contract are not less favorable than those currently extended to any other customer for the same or like goods or services in equal or less quantities. In the event the Seller reduces its price for such goods or service during the term of this Contract, the Seller agrees to reduce the prices hereof correspondingly. The Seller warrants that all goods and services furnished hereunder will be new and will conform in all respects to the terms of this Contract and that they will be free from latent and patent defects in materials, workmanship, title, and design. In addition, the Seller warrants that said goods and services are suitable for the purposes for which they are purchased, manufactured, and designed or for such other purposes as are expressly specified in this Contract. The Owner may return any nonconforming or defective items to the Seller or require correction or replacement of the item at the time the defect is discovered, all at the Sellers risk and expense. No inspection, test, acceptance, payment, or use of the goods or services furnished hereunder shall affect the Seller's obligation under these warranties and such warranties shall survive such inspection, test, acceptance, payment, and use. The Seller's warranties shall run to the Owner and its successors and assigns.
8. **Regulatory Compliance.** The Seller represents and warrants that the goods or services furnished hereunder (including all labels, packages, and containers for said goods) will have been produced in compliance with, and the Seller agrees to be bound by, all applicable Federal, State, and local laws, standards, rules, and regulations. Without limiting the generality of the foregoing, the Seller shall furnish "'Material Safety Data Sheets" in compliance with the Illinois Toxic Substances Disclosure to Employees Act.

AB

CITY OF Bloomington ILLINOIS
www.cityblm.org

Legal Department
109 E. Olive St.
Bloomington, IL 61702
Phone: 309-434-2303
Fax: 309-434-2874

9. **Payment.** Payments will be made in accordance with the Watson Console statement of understanding.

   All claims for money due or to become due from the Owner shall be subject to deduction or set off by the Owner by reason of any counterclaim arising out of this or any other transaction with the Seller. The acceptance by the Seller of final payment shall operate as a full and complete release of the Owner. No payment for goods or services shall constitute acceptance of any defective or nonconforming goods or services by the Owner.
10. **Termination.** The Owner may, at any time, suspend or terminate this Contract, in whole or in part, by written notice. Upon suspension or termination for convenience of the Owner, the Owner shall reimburse the Seller for expenses (which shall not include lost profits) resulting directly from any such termination or suspension, which amount shall in no event exceed the applicable pro rata portion of the Contract Price. The Seller shall not be paid for any work done after receiving notice of such suspension or termination for convenience nor for any expenses incurred which could have been reasonably avoided. Any and all services, property, publications, or materials provided during or resulting from the Contract shall become the property of the Owner. The foregoing states the Owner's entire liability and the Seller's exclusive remedy for any termination or suspension of all or any part of this Contract for convenience of the Owner. If, however, termination is occasioned by the Seller's breach of any condition hereof, including breach of warranty, or by the Seller's delay, except due to circumstances beyond the Seller's control and without the Seller's fault or negligence, the Seller shall not be entitled to any claim or costs or to any profit and the Owner shall have against the Seller all remedies provided by the law and equity.
11. **Taxes.** The Owner is exempt from State and Local taxes.
12. **Limit of Liability.** In no event shall the Owner be liable for anticipated profits, incidental or consequential damages, or penalties of any description. The Owner's liability on any claim arising out of or connected with or resulting from this Contract or from the performance or breach thereof shall in no case exceed the price allocable to the goods or services or unit thereof which gives rise to the claim.
13. **Assignments and Subcontracting.** Neither this Contract, nor any interest herein, shall be assigned or subcontracted by the Seller except upon the prior written consent of the Owner.
14. **Remedies.** The Owner's remedies shall be cumulative and remedies herein specified do not exclude any remedies allowed by law or in equity. Waiver of any breach shall not constitute waiver of any other breach of the same or any other provision. Acceptance of any items or payment therefore shall not waive any breach.
15. **Law Governing.** The Contract shall be governed by and construed according to the internal laws, but not the conflict of law rules, of the State of Illinois.
16. **Inspection.** NO Substitutions will be accepted by the Owner without prior written approval. The Owner reserves the right to inspect goods at a reasonable time subsequent to delivery where circumstances or conditions prevent effective inspection of goods at time of delivery. Damaged goods or materials will be rejected and returned to seller.
17. **Non-Discrimination.** The Seller shall comply with the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq. (2000), as amended and any rules and regulations promulgated in accordance therewith, including, but not limited to the Equal Employment Opportunity Clause, 5 IL Admin Code 750 Appendix A. Seller shall also comply with the Public Works Employment Discrimination Act, 775 ILCS 10/0.1 et seq. (2000) as amended and the Civil Rights Act of 1964, 42 U.S.C. sec 2000 et seq. (2000) as amended.
18. **Insurance.** Certificate of Insurance naming City of Bloomington as additional insured must be provided to City Clerk and a copy to Procurement Services.
19. **Prevailing Wage.** The State of Illinois requires under public works contracts that the general prevailing rate of wages in this locality be paid for each craft or type of worker hereunder. This requirement is in accordance with the Prevailing Wage Act (820 ILCS 130) as amended. This shall include payment of the general prevailing rate for legal holiday and overtime work. It shall be mandatory upon the subcontractor under the Contractor. A copy of the most current monthly prevailing wage rates by County is posted on the Illinois Department of Labor website at https://www2.illinois.gov/idol/Laws-Rules/CONMED/Pages/prevailing-wage-rates.aspx. . This also acknowledges Public Act 100-1177 effective June 1, 2019. Prevailing Wage rates change monthly, and it is the **contractor's responsibility** to ensure the correct wage is paid.
20. **Permits.** All applicable permits shall be obtained before commencing work. City of Bloomington permits must also be obtained, but fees will be waived unless otherwise indicated in contract specifications.

AB

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CITY OF BLOOMINGTON, IL
GENERAL INSURANCE REQUIREMENTS FOR VENDORS/CONTRACTORS

Prior to the commencement of work governed by any contract between the **CITY** and the vendor/contractor, the contractor shall provide the **CITY** satisfactory evidence of insurance coverage. A Certificate of Insurance AND any contract stating the **CITY**, its employees and officials as additional named insureds will be required and will also denote the description of the job. **The vendor's/contractor's insurance shall be primary and non-contributory.**

All insurance coverage should be placed with a solid carrier who has no less than an A- VIII Best's Rating. The Contractor's program shall hold the **CITY**, its employees and officials harmless from and against all loss, cost, expense, damage, liability or claims, whether groundless or not, arising out of the bodily injury, sickness or disease (including death resulting at any time therefrom).

All coverage, as follows shall be maintained through the life of the contract and include, as a minimum:

General Liability - $2,000,000 Bodily Injury and Property Damage (Combined Single Limit) with $2,000,000 GL annual aggregate and will include:
Medical payments - $5,000
Premises Operations
Products and Completed Operations
Blanket Contractual Liability Personal
Injury Liability
Expanded Definition of Property Damage

Workers' Compensation and Employer's Liability –
$500,000 Bodily Injury by Accident
$500,000 Bodily Injury by Disease, policy limits
$500,000 Bodily Injury by Disease, each employee

Automobile Liability - $1,000,000 Bodily Injury and Property Damage (CSL)
(Owned, Non-owned and Hired vehicles should be included) and include $10,000 medical pay per passenger.

Umbrella Liability Coverage - $3,000,000 each occurrence, $3,000,000 aggregate
(These limits will be excess over all underlying coverage documents and would be the minimum required).

Errors & Omissions Coverage - Consultant shall maintain an errors & omissions policy in the amount of $2,000,000.

All Liability (General Liability/Auto) insurance certificates should include a "blanket additional insured" endorsement, must specify that should described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.

WATSON FURNITURE GROUP INC.
Firm

[redacted]
Authorized Signature

360-798-8585
Phone Number

4/7/21
Date

Email Address ABLACKFORD@WATSONFG.COM

CITY OF Bloomington ILLINOIS

CONSENT AGENDA ITEM NO. 8.W

FOR COUNCIL: April 12, 2021

SPONSOR: Economic & Community Development Department

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and action on: (1) an Ordinance Amending the Budget Ordinance for the Fiscal Year Ending April 30, 2021 Regarding the Reallocation of Certain Grant Funds; and (2) a Resolution Authorizing a Change Order in the Amount of $82,784 to the FY21 Street, Alley, and Sidewalk Maintenance Contract Awarded to George Gildner, Inc. to Facilitate Brick and Restoration Work on Various City Brick Streets, as requested by the Economic & Community Development Department.

RECOMMENDED MOTION:
The proposed Ordinance and Resolution be approved.

STRATEGIC PLAN LINK:
-Goal 5. Great Place - Livable, Sustainable City
-Goal 4. Strong Neighborhoods
-Goal 2. Upgrade City Infrastructure and Facilities
-Goal 1. Financially Sound City Providing Quality Basic Services

STRATEGIC PLAN SIGNIFICANCE:
-Objective 5b. City decisions consistent with plans and policies
-Objective 4d. Improved neighborhood infrastructure
-Objective 4c. Preservation of property/home valuations
-Objective 2a. Better quality roads and sidewalks
-Objective 1d. City services delivered in the most cost-effective, efficient manner

BACKGROUND: The City of Bloomington Historic Preservation Commission has the power and duty, as authorized in Chapter 44 of the City Code, to administer funds through the Finance Director for preservation purposes. The Harriet Fuller Rust Grant and Eugene D Funk Grant are City programs that promote the restoration of Bloomington's historic downtown and historic neighborhoods by reimbursing property owners for up to fifty percent of facade improvement costs. Applicants may apply for the grant anytime during the fiscal year and must complete the project within one year of receiving an award. Funding for the program comes from the City's General Fund.

Due to the economic impacts of the COVID-19 pandemic, Bloomington received fewer grant applications than usual during the FY2021 grant cycle. As a result, less funding has been distributed for façade improvements than in previous years.

In an effort to further the community's preservation goals and to protect valuable historic resources, the Historic Preservation Commission recommended that the City Council allow the unused funds from the FY 2021 Rust Grant budget (#10015420-79985) and the FY2021 Funk Grant budget (#10015420-79310), approximately $82,000, to be reallocated and applied

as an amendment to the FY 2021 Streets, Alleys and Sidewalk Maintenance Contract (PO# 20210087) to be used for the restoration of gravel patches and removal of concrete patches on the City's brick streets. The Commission unanimously passed a Resolution initiating this request, by vote of 6-0-0.

Request:
City Council is being asked to act on an ordinance to amend the FY 2021 budget to reallocate funds (under authority from the Historic Preservation Commission) from the FY 2021 Harriet Fuller Rust Grants and FY 2021 Eugene D Funk Grant to the FY 2021 Street, Alley and Sidewalk Maintenance Contract to repair temporary gravel utility patches and other restoration work, as needed, to various brick streets in the City of Bloomington. Additionally, Council is being requested to adopt a Resolution approving a Change Order to the FY 2021 Maintenance contract to facilitate this project.

Reallocation of the unused grant funding supports the Brick Streets Master Plan approved by the City Council on November 28, 2017. The Plan, the product of a six-month public engagement process, which included the Historic Preservation Commission and Planning Commission, recognizes the 3.5 miles of brick streets as a diminishing community asset. The Plan prioritizes preservation and restoration efforts through a ranking system that focuses primarily on the condition of the street and its contributions to Bloomington's social and cultural heritage. Acknowledging the dispersion of remaining brick streets in the city, the Plan's recommendations result in an equitable distribution of resources and provide staff with guidance for reconstruction, restoration and maintenance of brick streets. Section 9.1 of the Plan, "Utility Cuts," recommends using temporary gravel patches, which are later restored with brick, as an alternative method to concrete patching.

This has also been approved in past years, as recent as 2019. With the additional funding, Public Works was able to restore the temporary gravel patches and restore new utility cuts with brick, avoiding additional concrete and gravel patches. The funding, while minimal, helped prevent further loss of Bloomington's brick streets caused by concrete patches.

City staff are aware of the heightened concerns regarding the COVID-19 pandemic; however, the spending of these funds have already been accounted for in the FY2021 budget and this action promotes maintenance and stewardship of Bloomington's infrastructure and historic resources.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: On March 18, 2021, the Bloomington Historic Preservation Commission passed a Resolution recommending and requesting a budget amendment to reallocate the remaining FY2021 Harriet Fuller Rust Grant fund and FY2021 Eugene D Funk Grant fund monies to carry out the restoration of the temporary gravel patches and removal of concrete patches on Bloomington's brick streets. The Resolution is attached to this memo.

FINANCIAL IMPACT: If approved, the following FY 2021 funds in the Planning Harriet Fuller Rust Grant account budget (10015420-79985) for $63,930 and Planning—Eugene D Funk Grant account budget (10015420-79130) for $18,854 will be reduced. The General Fund Transfers-To Capital Improvement (Asphalt & Concrete) Fund account (10019180-89413) will be increased by $82,784.00 and a transfer to Capital Improvement (Asphalt & Concrete) Fund (40120200-85100) will be processed. The $82,784 will be spent from the Capital Improvement (Asphalt & Concrete) Fund-Street Construction & Improvement account

(40120200-72530). The full accounting can be seen on the attached Budget Amendment "Exhibit". As these funds were projected to be used, this results in a net zero effect on projected fund balances and allows additional work to facilitate brick repair of temporary gravel utility patches and other restoration work.

COMMUNITY DEVELOPMENT IMPACT: Goal H-2. Reinvestment in the established older neighborhoods and compact development of the City, Objective H-2.2. Preserve historic structures in the Preservation Area; Goal N-2. Improve community identity and appearance by celebrating the unique nature and character of the City's individual neighborhoods.

Respectfully submitted for Council consideration.

Prepared by: Katie Simpson, City Planner

Reviewed by:

Melissa Hon, Economic and Community Development Director 4/4/2021

Chris Tomerlin, Budget Manager 4/5/2021

Jeffrey R. Jurgens, Corporation Counsel 4/6/2021

Tara Henry, Legislative Assistant 4/7/2021

Recommended by:

Tim Gleason, City Manager

Attachments:

- E&CD 1B Ordinance FY 2021 Budget Amendment
- E&CD 1C Exhibit FY 2021 Budget Amendment
- E&CD 1D Resolution for Change Order for Street Alley & Sidewalk Contract - Harriet Rust Grant
- E&CD 1E HPC_Resolution-Change_Order_032421_final

ORDINANCE NO. 2021 - ___

AN ORDINANCE AMENDING THE BUDGET ORDINANCE FOR THE FISCAL YEAR ENDING APRIL 30, 2021 REGARDING THE REALLOCATION OF CERTAIN GRANT FUNDS

WHEREAS, on April 22, 2020 by Ordinance Number 2020-22, the City of Bloomington passed a Budget and Appropriation Ordinance for the Fiscal Year Beginning May 1, 2020 and Ending April 30, 2021, City of Bloomington, which Ordinance was approved by Mayor Tari Renner on April 23, 2020; and

WHEREAS, a Budget Amendment is needed as detailed below;

Amending the Fiscal Year 2021 Budget to reallocate $82,784 of the FY 2021 Harriet Fuller Rust Grant Funds in the amount of $63,930 and Eugene D. Funk Grant Funds in the amount of $18,854 from the General Fund to the Capital Improvement (Asphalt & Concrete) Fund to increase FY21 Street, Alley, and Sidewalk Maintenance Contract awarded to George Gildner, Inc. (Bid #2020-43) to facilitate brick and restoration work on various City brick streets, as requested by the Economic & Community Development Department.

Section One: Ordinance Number 2020-22 (the Budget and Appropriation Ordinance for the Fiscal Year Ending April 30, 2021) is further hereby amended by inserting the following line items and amount presented in the Exhibit and in the appropriate place in said Ordinances.

Section Two: Except as provided for herein, Ordinance Number 2020-22 shall remain in full force and effect, provided, that any budgeted or appropriated amounts which are changed by reason of the amendments made in Section One of this Ordinance shall be amended in Ordinance Number 2020-22.

Section Three: This Ordinance shall be in full force and effect upon its passage and approval and publication as required by law.

PASSED this 12th day of April 2021.

APPROVED this ____ day of April 2021.

CITY OF BLOOMINGTON

_____

Tari Renner, Mayor

ATTEST

_____

Leslie Smith-Yocum, City Clerk

FY 2021 Budget Amendment-Exhibit

Organization	Object	Project	Fund	Account Description		Amount	Comments
10015420	79985		General-Planning Division	Harriet Fuller Rust Grant	$	(63,930.00)	
10015420	79130		General-Planning Division	Eugene D Funk Grant	$	(18,854.00)	
10019180	89413		General-General Fund Transfer Division	To Capital Improvement (Asphalt & Concrete) Fund	$	82,784.00	
40120200	85100		Capital Improvement (Asphalt & Concrete) Fund	From General Fund	$	(82,784.00)	
40120200	72530		Capital Improvement (Asphalt & Concrete) Fund	Street Construction & Improvement	$	82,784.00	
				Net Transaction:	$	-	

RESOLUTION NO. 2021 - ___

A RESOLUTION AUTHORIZING A CHANGE ORDER IN THE AMOUNT OF $82,784 TO THE FY21 STREET, ALLEY AND SIDEWALK MAINTENANCE CONTRACT AWARDED TO GEORGE GILDNER, INC. TO FACILITATE BRICK AND RESTORATION WORK ON VARIOUS CITY BRICK STREETS

WHEREAS, the City of Bloomington (CITY) has previously authorized a contract with George Gildner Inc. (GILDNER) for the FY21 Street, Alley & Sidewalk Maintenance (Bid #2020-43) at the Council Meeting on April 7, 2020, for $203,100; and

WHEREAS, the City Council approved the Brick Streets Master Plan in November 2017 which stipulates that all brick street in the City of Bloomington must be preserved; and;

WHEREAS, on March 18, 2021, the Bloomington Historic Preservation Commission passed a Resolution recommending and requesting a budget amendment to reallocate the remaining 2021 Harriet Fuller Rust Grant fund monies to facilitate the brick repair and restoration of temporary gravel utility patches and concrete patches on various Bloomington's brick streets; 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 and is germane to the original contract as signed and authorized by law.

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.

PASSED this 12th day of April 2021.

APPROVED this _____ day of April 2021.

CITY OF BLOOMINGTON

_____
Tari Renner, Mayor

ATTEST

_____
Leslie Smith-Yocum, City Clerk

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RESOLUTION NO. _2021-02__

A RESOLUTION RECOMMENDING THE CITY COUNCIL OF THE CITY OF BLOOMINGTON ADOPT AN ORDINANCE APPROVING A BUDGET AMENDEMENT AND TO PASS A RESOLUTION TO AUTHORIZE A CHANGE ORDER TO FACILITATE THE DEDICATION OF THE REMAINING FY21 HARRIET FULLER RUST GRANT FUNDS AND REMAINING FY21 EUGENE D FUNK GRANT FUNDS, APPROXIMATELY $82,784.00 TO THE BRICK REPAIR AND RESTORATION OF TEMPORARY GRAVEL UTILITY PATCHES AND CONCRETE PATCHES ON VARIOUS CITY OF BLOOMINGTON BRICK STREETS, AN AMENDMENT TO THE FY2021 STREET, ALLEY AND SIDEWALK MAINTENANCE CONTRACT AWARDED TO GEORGE GILDNER, INC (BID #2020-43; P.O. 20210087).

WHEREAS, the protection, enhancement, perpetuation and use of improvements of special character or special historical interest or value is a public necessity and required in the health, prosperity, safety and welfare of citizens of the City of Bloomington, Illinois; and,

WHEREAS, the Historic Preservation Commission, a public body consisting of seven (7) mayoral appointed Historic Preservation specialists, has the power and duty to administer through the Office of the Director of Finance on behalf of the City such gifts, grants, and money as may be appropriate for achieving the goals of preservation; and,

WHEREAS, the Historic Preservation Commission administers the Harriet Fuller Rust Grant for downtown Bloomington façade repairs, a grant funded annually through the City General Fund, and the Eugene D. Funk Grant for façade improvements on S-4 Historic Landmark and District properties, a grant funded annually through the City General Fund, and,

WHEREAS, due to the impacts of the current COVID-19 pandemic, the City received fewer applications than usual during the FY2021 application period; and,

WHEREAS, the Harriet Fuller Rust Grant has approximately $63,930.24 of unused monies remaining in the FY21 Funk Grant Fund (#10015420-79985); and,

WHEREAS, the Eugene D. Funk Grant has approximately $18,854.45 of unused monies remaining in the FY21 Rust Grant Fund (#10015420-79130); and,

WHEREAS, the City's brick streets are of special interest and a significant cultural, social and historic resource in need of preservation, and moreover, on November 28, 2017, the City Council approved the City of Bloomington Brick Streets Master Plan on which guides the maintenance and repair of the City's brick streets; and,

WHEREAS, the Historic Preservation Commission recognizes that a number of brick streets are in dire need of emergency repair to restore temporary gravel patches and concrete patches with brick; and,

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WHEREAS, the Bloomington Public Works Department has a Street, Alley and Sidewalk Maintenance Contract, awarded to George Gildner, Inc. in the amount of $203,100, approved on City Council of April 27, 2020 (Bid 2020-43; PO 20210087); and,

WHEREAS, the Bloomington Historic Preservation Commission finds it in the best interest of the City to recommend that the City Council adopt an ordinance approving a budget amendment to redirect the remaining FY21 Harriet Fuller Rust Grant Funds and Eugene D. Funk Grant Funds and that Council pass a Resolution to authorize a change order for approximately $82,784.00 to the FY2021 Street, Alley and Sidewalk Maintenance contract awarded to McLean County Asphalt Inc. (Bid 2020-43) to facilitate the brick repair and restoration of temporary gravel utility patches and concrete patches on various City of Bloomington brick streets.

NOW THEREFORE, BE IT RESOLVED BY THE HISTORIC PRESERVATION COMMISSION FOR CITY OF BLOOMINGTON, ILLINOIS:

1. The above referenced recitals are hereby incorporated into this Resolution by reference.

2. The Bloomington Historic Preservation Commission recommends that the City Council adopt an Ordinance approving a budget amendment to redirect the remaining FY19 Harriet Fuller Rust Grant Funds and Eugene D Funk Grant Funds, approximately $82,784.00, into the appropriate fund account.

3. The Bloomington Historic Preservation Commission recommends that the City Council pass a Resolution to authorize a change order for approximately $82,784.00, to the FY2021 Street, Alley and Sidewalk Maintenance contract awarded to McLean County Asphalt (Bid 2020-43) to facilitate the brick repair and restoration of temporary gravel utility patches on various City of Bloomington brick streets.

4. That this Resolution shall be in full force and effective as the time of its approval.

ADOPTED this 18th of March, 2021

APPROVED this 24th of March, 2021

CITY OF BLOOMINGTON, ILLINOIS

[redacted]

Paul Schaffner, Chair

ATTEST

Katie Simpson

Katie Simpson, City Planner

CITY OF Bloomington ILLINOIS

CONSENT AGENDA ITEM NO. 8.X

FOR COUNCIL: April 12, 2021

SPONSOR: Economic & Community Development Department

WARD IMPACTED: Ward 7

SUBJECT: Consideration and action on an Ordinance Approving a Legislative Site Plan Review and Variances for a New Restaurant and Retail Facility in the B-1 General Commercial District, for Property Located at 1514 W. Market Street, as requested by the Economic & Community Development Department.

RECOMMENDED MOTION:
The proposed Ordinance be approved.

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

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

BACKGROUND: 1514 W. Market Street, the subject property, is located at the corner of W. Market Street and Brown Street, near the westernmost boundary of the City's municipal limits. Consisting of 0.69 acres of land adjacent to the Market Square Shopping Center, the property is improved with a commercial structure built in 1990 and previously used as a drive-through restaurant. The property is zoned B-1 General Commercial District and is adjacent to similar commercial uses. Single-family homes are located on the north side of W. Market Street. The subject property is served by Connect Transit.

The property owner is requesting approval of a legislative site plan review and two variances to facilitate demolition and new construction of a Domino's restaurant and 1800 square foot commercial space. The proposed plan includes 32 parking spaces and two bicycle spaces. Ingress and egress are provided from Brown Street and from a cross-access agreement with the shopping center. The proposed Domino's facility includes a drive-through pick-up window on the west side of the building. The property owner requested a variance from a requirement to provide a ten-foot bypass lane for the drive-through (Chapter 44 Division 12-7). Additionally, the property owner requested a variance from providing foundation landscape plantings on the east side of the property (Chapter 44 Division 13-6A). All other aspects of the proposed site plan conformed with City Code.

The Bloomington Planning Commission held a public hearing on the proposed site plan and variances on March 10, 2021. The Commission found that, although new construction, the site has physical characteristics related to access that make strict adherence to the requirements for a bypass lane and foundation plantings difficult. The Commission concluded that approval of the site plan, as proposed, was in the interest of the community, aligned with the purpose and intention of the Comprehensive Plan, and provided for safe circulation.

The Commission unanimously approved the site plan and requested variances (6-0-0).

The staff report and meeting information from the March 10 is available online at https://www.cityblm.org/Home/ShowDocument?id=25980. A recording of the meeting is also available on the Bloomington YouTube page at www.cityblm.org/live. Meeting minutes are attached to this memo.

City staff are 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 since delay could negatively impact this investment in our community.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: The Bloomington Planning Commission held a public hearing on the proposed site plan and requested variances on Wednesday, March 10, 2021. Notice of the hearing was published in *The Pantagraph* on Monday, February 22, 2021. Courtesy notices were mailed to 45 property owners within 500 feet of the subject property. A large metal notification sign was also placed on the property. No one, other than the applicant and the project Engineer, spoke in-favor of the site plan. No one spoke against the site plan.

FINANCIAL IMPACT: The proposed development could result in increase property tax revenues and sales tax revenues for the City.

COMMUNITY DEVELOPMENT IMPACT: ED.1 Ensure a broad range of employment opportunities for all residents. 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: Katie Simpson, City Planner

Reviewed by:

Melissa Hon, Economic and Community Development Director 4/4/2021

Chris Tomerlin, Budget Manager 4/5/2021

George Boyle

George Boyle, Assistant Corporation Counsel 4/7/2021

Tara Henry, Legislative Assistant 4/7/2021

Recommended by:



Tim Gleason, City Manager

Attachments:

- E&CD 2B Ordinance_1514 W Market Street
- E&CD 2C Exhibit B_Site Plan
- E&CD 2D Minutes PC 031021

ORDINANCE NO. 2021 - _____

AN ORDINANCE APPROVING A LEGISLATIVE SITE PLAN REVIEW AND VARIANCES FOR A NEW RESTAURANT AND RETAIL FACILITY IN THE B-1 GENERAL COMMERCIAL DISTRICT, FOR PROPERTY LOCATED AT 1514 W. MARKET STREET

WHEREAS, there was heretofore filed with the Economic and Community Development Department of the City of Bloomington, McLean County, Illinois, a petition and site plan requesting approval of Legislative Site Plan review and variances for a new restaurant in the B-1 General Commercial District for certain premises hereinafter described in Exhibit A; and

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

WHEREAS, the Bloomington Planning Commission, made findings of fact that such Legislative Site Plan and variances for an exemption from providing a 10' bypass lane (Ch. 44, 12-7), and an exemption from providing foundation landscaping plantings (Ch. 44-13, 16A, as illustrated in the Site and Landscape Plans hereinafter described in Exhibit(s) B, complied with the standards for granting approval of the legislative site plan found in Chapter 44 Division 17-9 of the Bloomington City Code, as amended, and such standards for granting variances, specifically:

1. That the property has physical characteristics that pose unreasonable challenges which make strict adherence to the Code difficult;

2. That the variances would be the minimum action necessary to afford relief to the applicant;

3. That the special conditions and circumstances were not created by any action of the applicant;

4. That granting the variations requested will not give the applicant any special privilege that is denied to others by the Code; and

5. That the granting of the variations will not be detrimental to the public welfare, alter the essential character of the neighborhood, nor unreasonable impair the use or development of adjoining properties.

WHEREAS the City Council of the City of Bloomington has the power to pass this Ordinance and grant this site plan review and variances.

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

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

2. The City Council adopts the findings of fact for the Site Plan Review criteria recommended by the Planning Commission.

3. The City Council adopts the findings of fact for the variance criteria recommended by Planning Commission.

4. The City Council hereby approves the Legislative Site Plan for the construction of a restaurant and retail space at 1514 W Market Street legally described in Exhibit A and depicted in Exhibit B and with the following variances:

   a. Exemption from providing a 10' bypass lane (Ch. 44, 12-7).

   b. Exemption from providing foundation landscaping plantings (Ch. 44-13, 16A).

5. This Ordinance shall take effect immediately upon passage and approval.

PASSED this 12th day of April 2021.

APPROVED this _____ day of April 2021.

CITY OF BLOOMINGTON

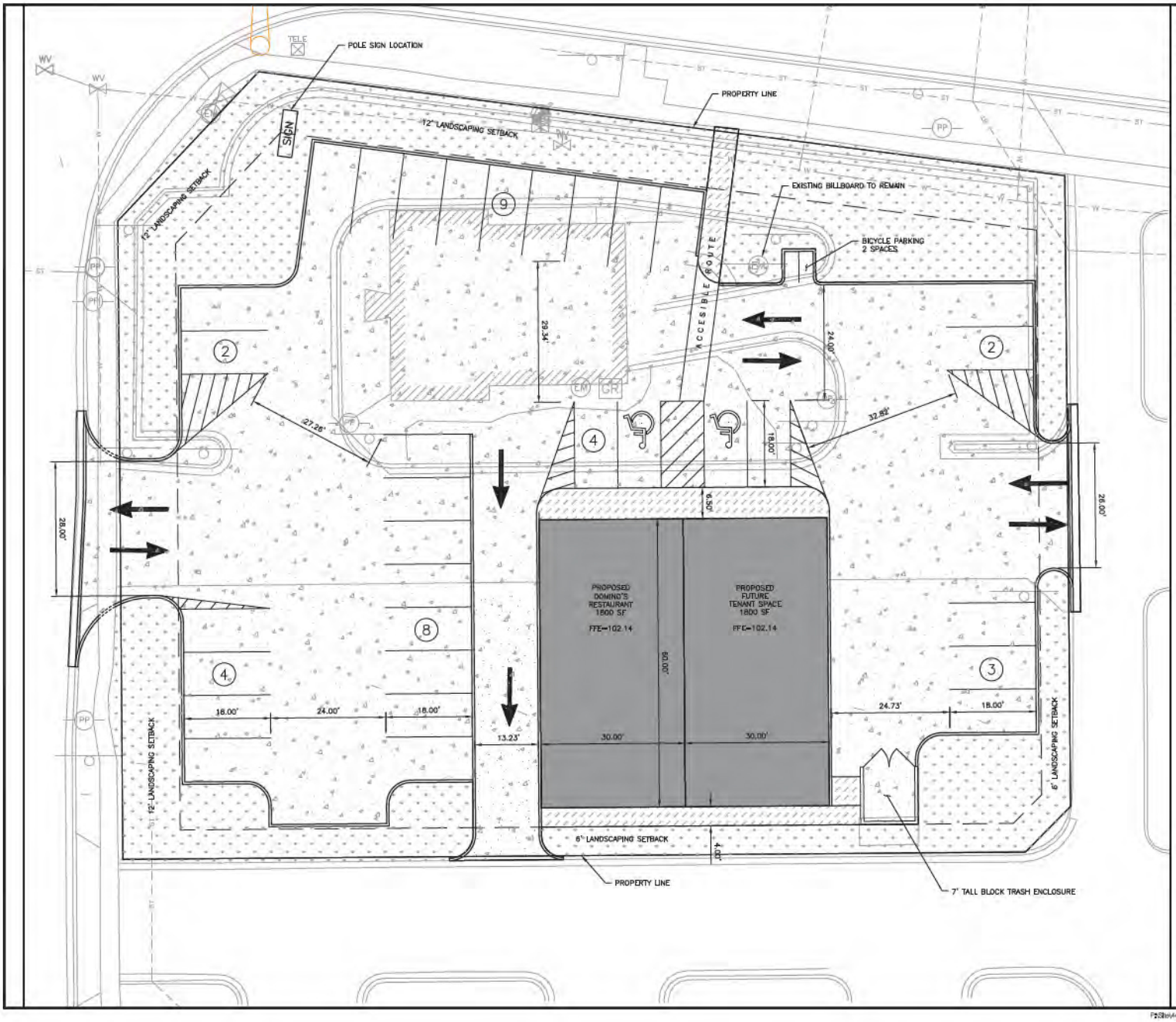
_____
Tari Renner, Mayor

ATTEST

_____
Leslie Smith-Yocum, City Clerk

Exhibit A
"Legal Description"
For
1514 W Market Street
PIN: 21-05-180-026

LOT 3 IN AT&T SUBDIVISION, BEING PART OF LOT 3 OF MARKET SQUARE SUBDIVISION OF THE NORHTWEST QUARTER OF THE SECTION 5, TOWNSHIP 23 NORTH, RANGE 2 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED ON JULY 26, 2002 AS DOCUMENT NO 20020-0025722, IN MCLEAN COUNTY, ILLINOIS.



PARKING REQ

RESTAURANT
1 SPACE PE
18 SPACES

RETAIL SALE
1 PER 250 S
8 SPACES R

TOTAL REQUI
TOTAL PROV

BICYCLE PAR
5% OF REQU
5% OF 26 SI
-PROVIDE 2

LAND DISTUR

PROPERTY:
APPROX. DIS

PROPERTY N

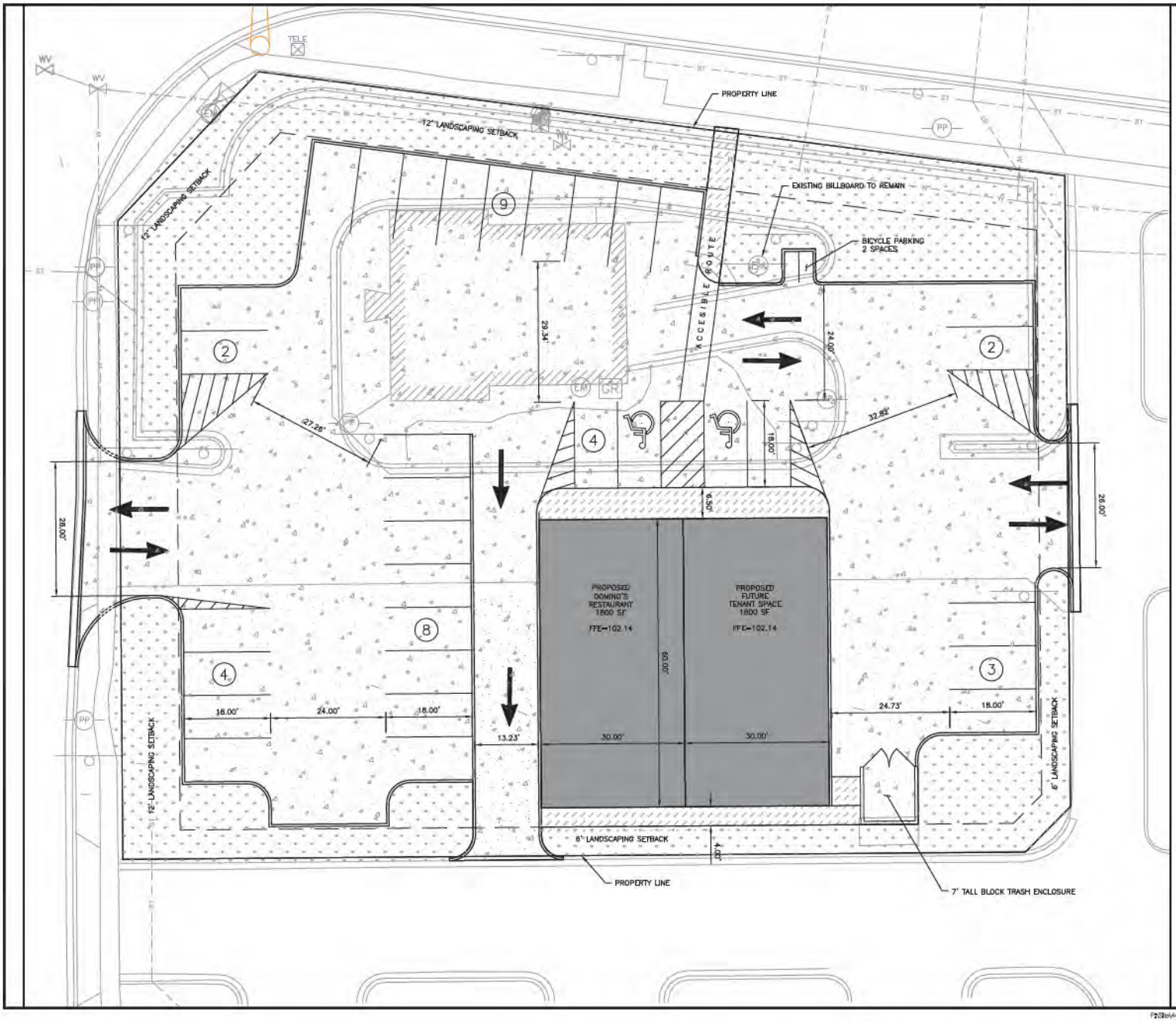
TOTAL PROP
TOTAL IMPER
TOTAL LANDS
GREEN SPAC

ZONING:

CIVIL E

CIVIL DESI
104 N. SE
EFFINGHAM
WES KISTL
(217) 340

P:\Site\446\02 - Bloomingt


PROPERTY LINE
12' LANDSCAPING SETBACK
EXISTING BILLBOARD TO REMAIN
BICYCLE PARKING
2 SPACES
29.34'
24.00'
27.26'
32.82'
18.00'
6.50'
28.00'
26.00'
PROPOSED
DOMINO'S
RESTAURANT
1800 SF
FFE=102.14
PROPOSED
FUTURE
TENANT SPACE
1800 SF
FFE=102.14
60.00'
16.00'
24.00'
18.00'
13.23'
30.00'
30.00'
24.73'
18.00'
6' LANDSCAPING SETBACK
4.00'
PROPERTY LINE
7' TALL BLOCK TRASH ENCLOSURE

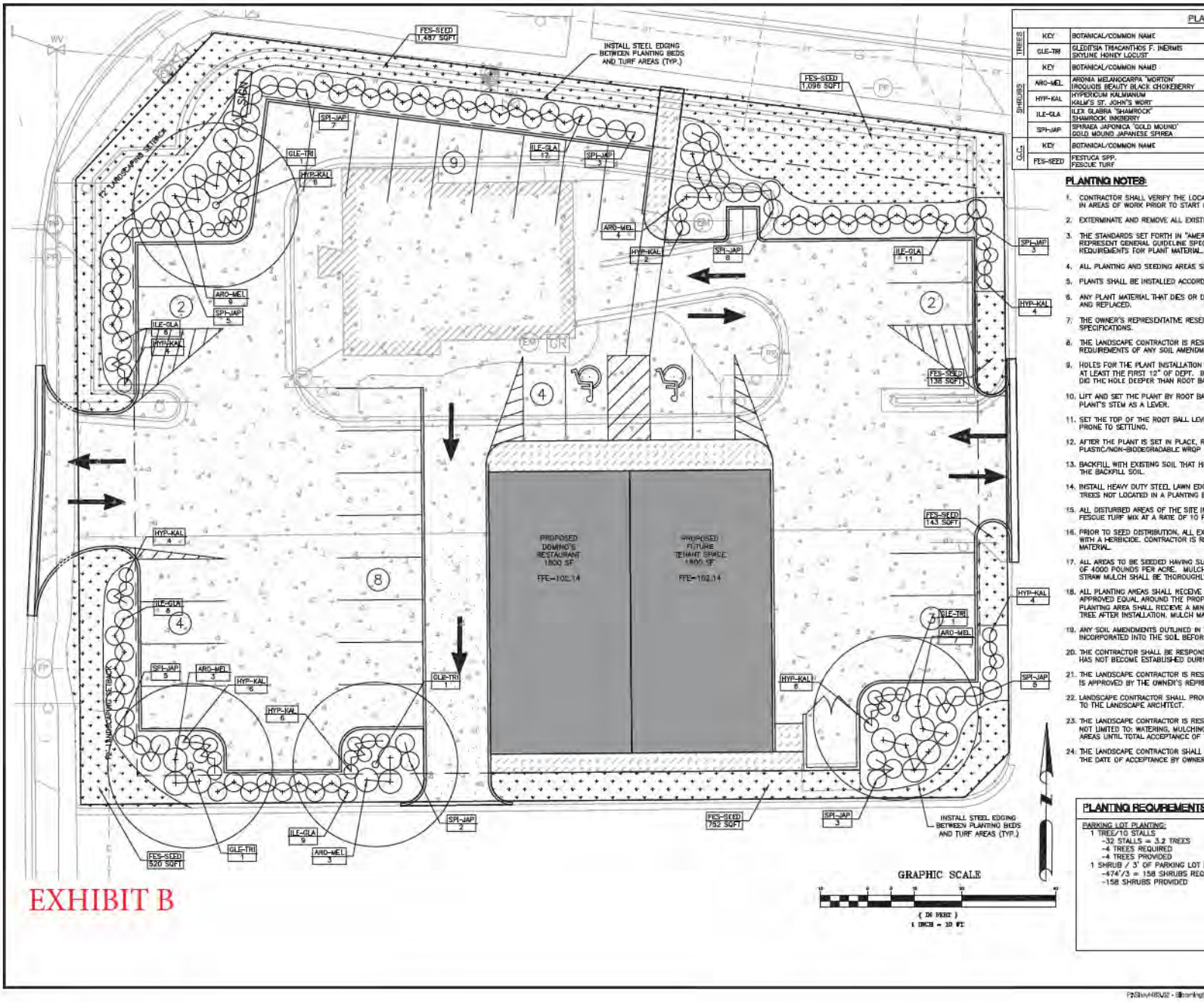


EXHIBIT B

	KEY	BOTANICAL/COMMON NAME
TREES	GLE-TRI	GLEDITSIA TRIACANTHOS F. INERMIS SKYLINE HONEY LOCUST
	KEY	BOTANICAL/COMMON NAME
SHRUBS	ARO-MEL	ARONIA MELANOCARPA 'MORTON' IROQUOIS BEAUTY BLACK CHOKEBERRY
	HYP-KAL	HYPERICUM KALMIANUM KALM'S ST. JOHN'S WORT
	ILE-GLA	ILEX GLABRA 'SHAMROCK' SHAMROCK INKBERRY
	SPI-JAP	SPIRAEA JAPONICA 'GOLD MOUND' GOLD MOUND JAPANESE SPIREA
GC	KEY	BOTANICAL/COMMON NAME
	FES-SEED	FESTUCA SPP. FESCUE TURF

PLANTING NOTES:

1. CONTRACTOR SHALL VERIFY THE LOCA IN AREAS OF WORK PRIOR TO START
2. EXTERMINATE AND REMOVE ALL EXIST
3. THE STANDARDS SET FORTH IN "AMER REPRESENT GENERAL GUIDELINE SPE REQUIREMENTS FOR PLANT MATERIAL.
4. ALL PLANTING AND SEEDING AREAS S
5. PLANTS SHALL BE INSTALLED ACCORD
6. ANY PLANT MATERIAL THAT DIES OR D AND REPLACED.
7. THE OWNER'S REPRESENTATIVE RESE SPECIFICATIONS.
8. THE LANDSCAPE CONTRACTOR IS RES REQUIREMENTS OF ANY SOIL AMENDM
9. HOLES FOR THE PLANT INSTALLATION AT LEAST THE FIRST 12" OF DEPT. B DIG THE HOLE DEEPER THAN ROOT BA
10. LIFT AND SET THE PLANT BY ROOT BA PLANT'S STEM AS A LEVER.
11. SET THE TOP OF THE ROOT BALL LEV PRONE TO SETTLING.
12. AFTER THE PLANT IS SET IN PLACE, R PLASTIC/NON-BIODEGRADABLE WRAP
13. BACKFILL WITH EXISTING SOIL THAT H THE BACKFILL SOIL.
14. INSTALL HEAVY DUTY STEEL LAWN EDG TREES NOT LOCATED IN A PLANTING B
15. ALL DISTURBED AREAS OF THE SITE I FESCUE TURF MIX AT A RATE OF 10 P
16. PRIOR TO SEED DISTRIBUTION, ALL EX WITH A HERBICIDE. CONTRACTOR IS R MATERIAL.
17. ALL AREAS TO BE SEEDED HAVING SL OF 4000 POUNDS PER ACRE. MULCH STRAW MULCH SHALL BE THOROUGHL
18. ALL PLANTING AREAS SHALL RECEIVE APPROVED EQUAL AROUND THE PROP PLANTING AREA SHALL RECEIVE A MIN TREE AFTER INSTALLATION. MULCH MA
19. ANY SOIL AMENDMENTS OUTLINED IN INCORPORATED INTO THE SOIL BEFOR
20. THE CONTRACTOR SHALL BE RESPONS HAS NOT BECOME ESTABLISHED DURI
21. THE LANDSCAPE CONTRACTOR IS RES IS APPROVED BY THE OWNER'S REPR
22. LANDSCAPE CONTRACTOR SHALL PRO TO THE LANDSCAPE ARCHITECT.
23. THE LANDSCAPE CONTRACTOR IS RES NOT LIMITED TO: WATERING, MULCHIN AREAS UNTIL TOTAL ACCEPTANCE OF
24. THE LANDSCAPE CONTRACTOR SHALL THE DATE OF ACCEPTANCE BY OWNER

PLANTING REQUIREMENTS

PARKING LOT PLANTING:
1 TREE/10 STALLS
-32 STALLS = 3.2 TREES
-4 TREES REQUIRED
-4 TREES PROVIDED
1 SHRUB / 3' OF PARKING LOT
-474'/3 = 158 SHRUBS REQ
-158 SHRUBS PROVIDED

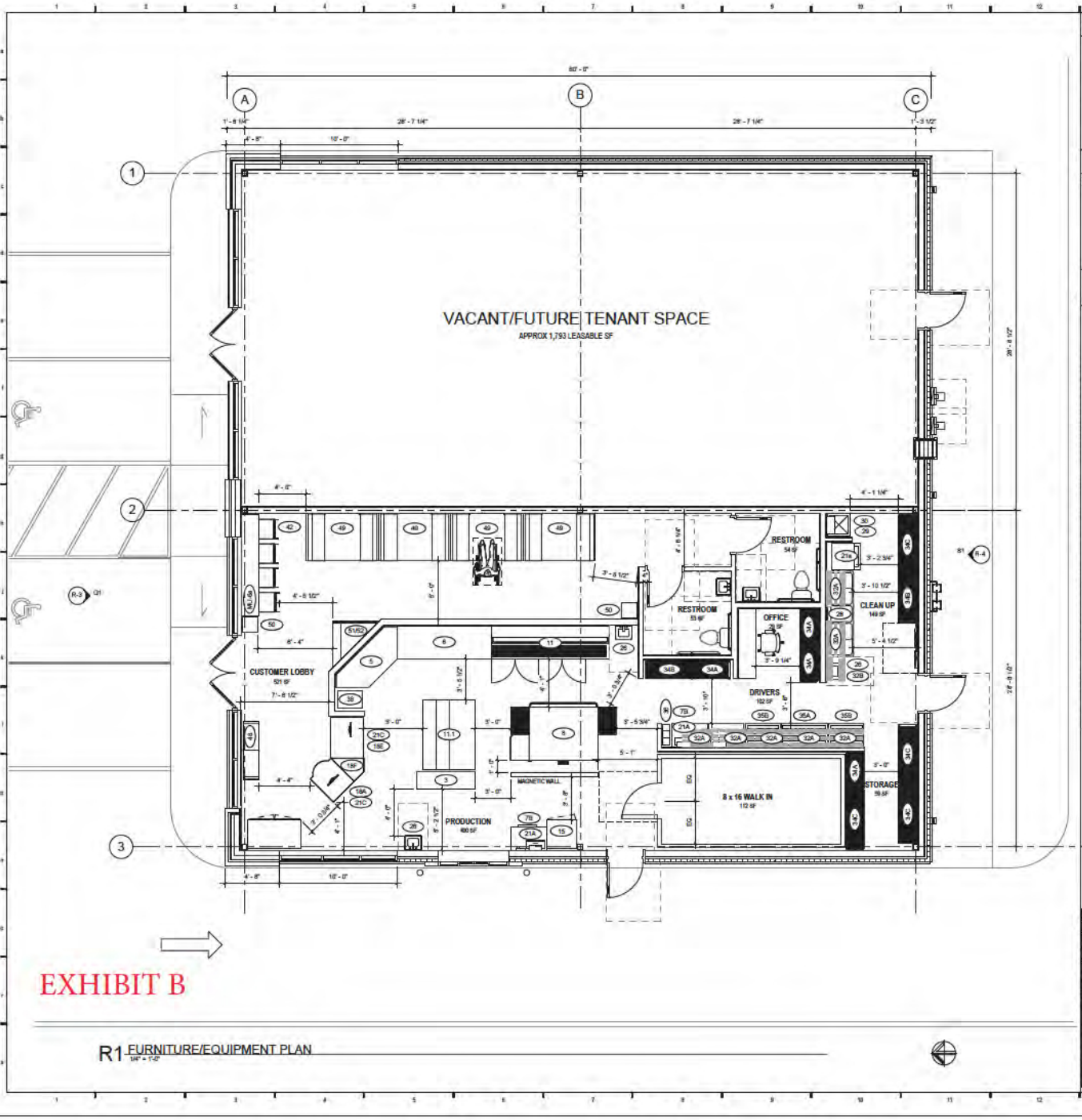


EXHIBIT B

R1 FURNITURE/EQUIPMENT PLAN

SHEET NOTES

A. ELECTRICAL INFORMATION SHOWN
LOCATION REFERENCE ONLY.
B. CONTACT TENANT FOR ADDITIONA
REQUIREMENTS.
C. HEIGHTS SHOWN ON OUTLETS IS T
D. ALL OUTLETS IN FOOD PREPERATI
INTERUPT CIRCUIT.
E. FIXTURES SHOWN AS DASHED ARE
F. CONDUIT AND BOX FOR DATA IS FO
FUTURE CONNECTION BY OTHERS
G. ALL OUTLET COVERS TO BE WHITE

KEY NOTES

KEY #	

FURNISHINGS & EQU

FOR REFERENCE ONLY. GC TO COORDINAT

MARK	QTY	PC CODE	DE
	2	SEE PULSE	PULSE TELEPHONE SUSPENDED FRON
3	1	PC 320-610	60" ROUTE STAND
5	1		ANGLED CORNER
6	1	SEE E&S	6' DOUGH TABLE
7B	3	PC345316	36" x 24" DRIVERS
8	1		BOR 3270 XLT TRI
8-1	1		AVI HOOD
11	1	PC 338615	HANDELL 120" MAN
11.1	1	PC 273117	6' CUSTOM CUT TA
15	1	GMD-41	SINGLE DOOR VIS
16A	1	SEE COKE	DOUBLE DOOR VIS
16A	1	254034	33" TRANSACTION
18E	1	S13-0606-PO S-36 LA	42" POS CABINET
18F	1	254035	WEDGE CABINET
19	1	PC312661	METAL CASH DRAW
21A	3	SEE PULSE	PULSE TELEPHONE MOUNTED
31a	1	PC 27005	ALL-IN-ONE WASHI
21C	2	SEE PULSE	PULSE TELEPHONE COUNTER
26	5	PC383101	STAINLESS STEEL HANDLES & BACK ACCESSORIES
28	1	PC 411958	COMPLETE SCOMI SYSTEM
29	1	PC 28096	CUSTOM STAINLES
30	1		TANKLESS WATER
32A	7	E&S	18 x 36" 2-TIER WA
32B	1	E&S	18 x 24 2-TIER WAL
34A	4	E&S	18" x 36" 4-TIER FU
34B	2	E&S	18" x 48" 4-TIER FU
34C	4	E&S	18" x 60" 4-TIER FU
35A	1	PC 462451	24" x 48" HEAVY DU
35B	2	PC 462450	24" x 36" HEAVY DU
36	1	PC 8610A	MODULAR METAL
38	1	PC 460005	STAINLESS DOUGH CASTERS
42	4	PC 318022	DINING CHAIR
46	1	E&S	BENCH
49	4	318225 MENLO PARK BOOTH	BOOTH SEATING W 318228
50	2	PC 273013	INTERIOR TRASH C
51/52	1		VIEWING STEP AN

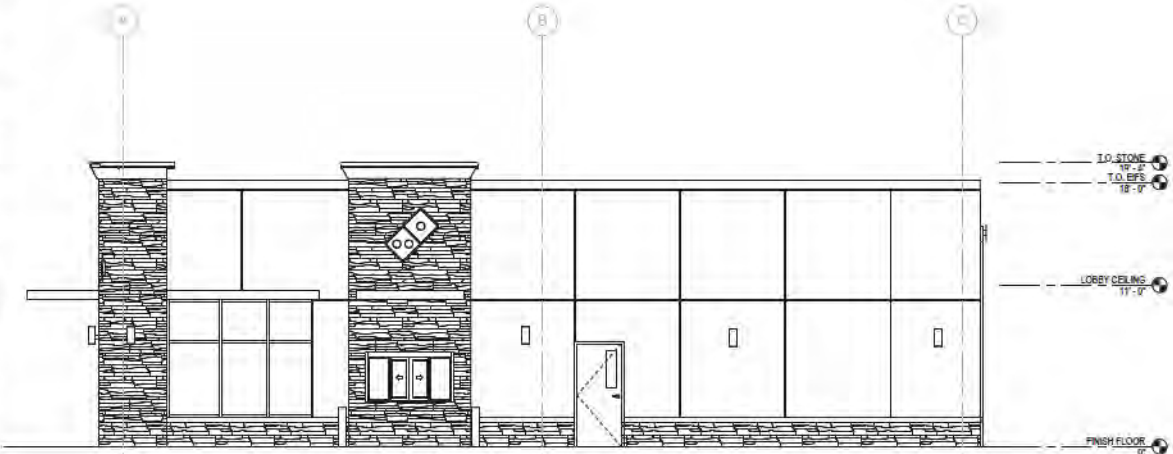
APPROVED DIGITAL DISPLA

		MANUFACTURER	
REIMAGE	MENUS	TCL	LE4
		VIZIO	M SER
		VIZIO	E SER
NEW BUILD & RELOCATION	MENUS	JVC	BLAC
		VIZIO	M SER
		VIZIO	E SE

NOTE: THESE DOCUMENTS CONTAIN INFOR
ONLY. FOR THIS PROJECT ENGINEERING D
REQUIRED FOR ALL OTHER DISCIPLINES, A
RESPONSIBILITY OF THE ARCHITECT/CIVIL
DRAWINGS/DOCUMENTS SHOWING OR REF
PROTECTION INFORMATION WHERE IT OCC
FOR DESIGN COORDINATION PURPOSES O
PROFESSIONALS, UNDER CONTRACT TO C
AND APPLICABLE CODE COMPLIANCE MAT
INCLUDE ADDRESSING AND RESOLVING AN
OF WORK. THE PROJECT ENGINEERING DE
ARCHITECTOCULUS INC. ANY DESIGN CHA
ARCHITECTURAL SCOPE OF WORK AS EXH

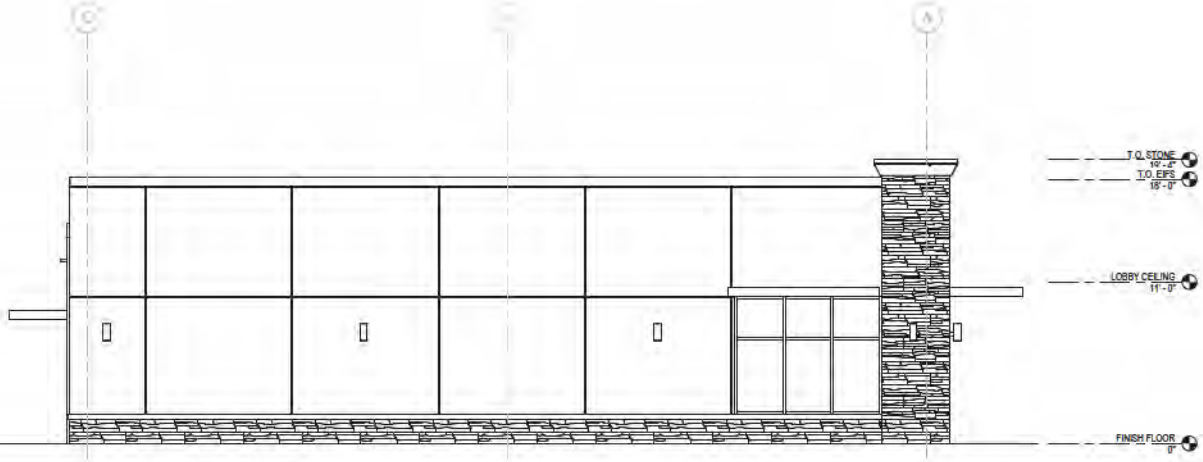


G1 EXTERIOR ELEVATION
1/4" = 1'-0"

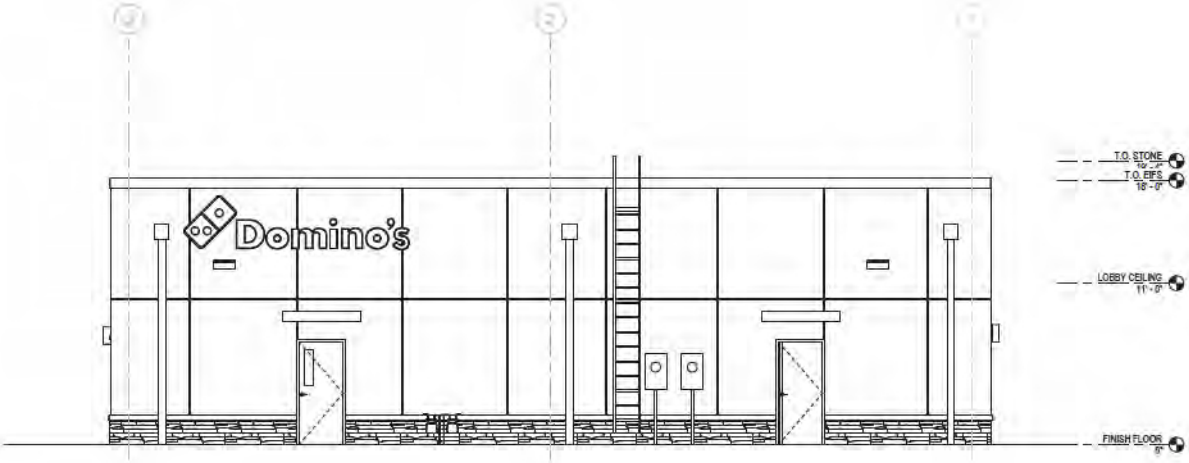


S1 EXTERIOR ELEVATION
1/4" = 1'-0"

EXHIBIT B

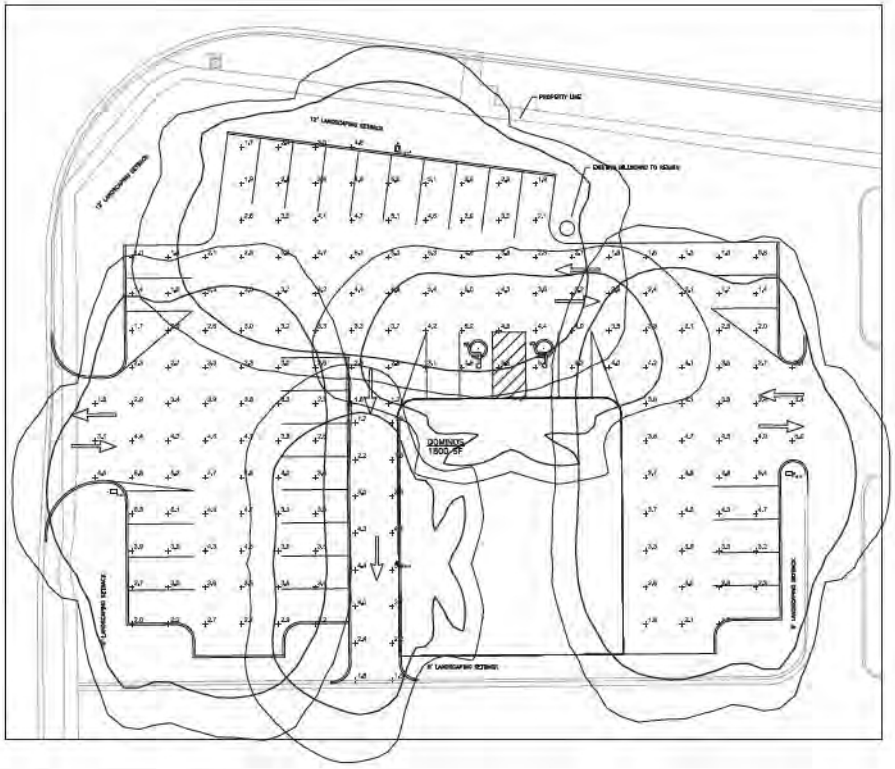


H1 EXTERIOR ELEVATION



S1 EXTERIOR ELEVATION

EXHIBI



Schedule

	A1								
	WP1								

Statistics

Description	Symbol	Avg	Max	Min	Max/Min	Avg/Min
DRIVE-THRU LANE	+	2.9 fc	5.5 fc	1.3 fc	4.2:1	2.2:1
SITE	+	3.5 fc	5.8 fc	0.8 fc	7.3:1	4.4:1

DESIGNERS NOTE:
THIS LIGHTING LAYOUT REPRESENTS ILLUMINATION LEVELS CALCULATED FROM LABORATORY DATA TAKEN UNDER CONTRO
CONDITIONS IN ACCORDANCE WITH ILLUMINATING ENGINEERING SOCIETY (IESNA) APPROVED METHODS. ADDITIONALLY, TH
PREPARER USED INFORMATION PROVIDED BY THE CUSTOMER. IF/WHEN SUFFICIENT INFORMATION WAS NOT PROVIDED,
USED) EDUCATED ASSUMPTIONS. ACTUAL PERFORMANCE OF ANY MANUFACTURER'S LUMINAIR(S) MAY VARY DUE TO VA
ELECTRICAL VOLTAGE, TOLERANCE IN LAMPS, AND OTHER FIELD CONDITIONS NOT ACCOUNTED FOR IN THIS PHOTOMETR
ANALYSIS.

1
PH1

SITE LIGHTING PHOTOMETRIC PLAN

scale: 1/16" = 1'-0"

A. **PR-01-21** Public hearing, review and action on a petition submitted by Mark Ratterman, President of MBR Management Corp for a legislative site plan review for a new restaurant, Bloomington Dominos, and the following variances from Chapter 44 of the City Code: 1). variance from providing foundation landscaping plantings per (44.13-16A); and 2). variance from providing the 10ft bypass lane for the drive-through (44.12-7) for the property located at for 1514 W. Market Street, PIN:21-05-180-026 (Ward 7)

Ms. Kelly presented the staff report and recommendation. Ms. Kelly explained that staff was supportive of the site plan overall but recommended against approving the requested variances on the basis that the restaurant would be new construction and could potentially be reconfigured in ways that may not necessitate deviation from the code.

Wes Kistler, lead engineer, was sworn in for testimony. He stated that the site's physical hardship lies in the fact that the site is limited in its possible configurations by the existing easements and billboard and argued that the pick-up window would not pose an issue to traffic circulation. He mentioned that in the event an order is not ready, the customer is directed to park while their order is brought out. Regarding the possibility of removing parking spaces, Mr. Kistler stated that removing parking spaces might make the site less attractive to a co-tenant.

The public hearing was closed. Mr. Boyd asked for staff's rebuttal with regard to the variance criteria. Mr. Boyle clarified that all the criteria must be met. Ms. Kelly argued that from staff's perspective, three of the criteria were not met due to the fact that the structure would be new construction and that a bypass lane could be added to the west of the building without having to seek a variance for parking because of the transit-related parking requirement reduction. Mr. Boyd asked how many extra spaces of parking the applicant would have without applying the parking adjustment. Ms. Kelly stated that the site plan depicts six extra parking spaces without applying the adjustment.

Mr. Stanczak asked about the location of the billboard and whether it would impact the applicant's ability to provide a bypass lane. Ms. Simpson indicated that the billboard is not located within the parking lot.

Chairperson Headean inquired as to whether denying both variances would require the applicant to seek a variance for parking. Ms. Kelly said it was a possibility depending on how the site was reconfigured.

Chairperson Headean made the point that the Commission has been firm on overparking and stated her opinion that the bypass lane presents a bigger impact than the foundation landscaping. Mr. Stanczak asked whether she believed the bypass lane would have a bigger impact on the petitioner. Chairperson Headean clarified that she

believed the bypass lane would have a larger impact on the site and that she would be inclined to grant the variance for the foundation landscaping over the bypass lane.

Mr. Kistler indicated that Mark Ratterman, the applicant, had technical issues while joining the public hearing remotely and would like to speak on the peition. Mr. Stanczak motioned to reopen the public hearing. Mr. Danenberger seconded. Roll call vote: Mr. Stanczak - Yes, Mr. Danenberger - Yes, Mr. Boyd - Yes, Mr. Krieger - Yes, Ms. McCann - Yes, Chairperson Headean - Yes. The motion carried (6-0-0) and Chairperson Headean opened the public hearing.

Mark Ratterman, the applicant, was sworn in for testimony. He spoke to the popularity of pick-up windows at Domino's locations and stated that stacking has not historically been an issue with them. He argued that the bypass lane is unnecessary and that he would be able to attract a higher quality tenant by having abundant parking.

Chairperson Headean asked whether customers pay at the pick-up. Mr. Ratterman stated that they can if they ordered over the phone, but most are prepaid online orders. Chairperson Headean inquired about average transaction time or whether a lengthier transaction causes congestion within the site. Mr. Ratterman said that the average transaction time is two minutes, but that they are aiming for 60 seconds or less.

Mr. Boyd agreed with Mr. Ratterman's point that removing parking on the east side of the lot may make the building less attractive to potential tenants. He stated a preference for granting a variance for the bypass lane rather than the foundation landscaping.

Mr. Stanczak agreed with Mr. Boyd, stating that the bypass lane is excessive. Mr. Krieger concurred.

Ms. McCann agreed, mentioning that measures taken to ease the development of this parcel are welcomed.

Ms. Smith reiterated that the row of proposed parking immediately adjacent to the proposed drive-through lane contained spaces that are proposed in excess of requirements, and allow room for the bypass lane.

Mr. Boyd motioned to approve all the findings of fact for the bypass lane. Mr. Stanczak seconded.

Chairperson Headean stated she agrees that the property has physical hardships that create difficulty for providing the bypass lane, and that the physical hardship influences the remaining standards.

Roll call vote: Mr. Stanczak - Yes, Mr. Danenberger - Yes, Mr. Boyd - Yes, Mr. Krieger - Yes, Ms. McCann - Yes, Chairperson Headean - Yes. The motion carried. (6-0-0)

Mr. Boyd motioned to approve the bypass lane variance. Mr. Stanczak seconded. Roll call vote: Mr. Stanczak - Yes, Mr. Danenberger - Yes, Mr. Boyd - Yes, Mr. Krieger - Yes, Ms. McCann - Yes, Chairperson Headean - Yes. The motion carried. (6-0-0)

Mr. Stanczak motioned to approve all findings of fact for the foundation landscaping variance. Mr. Krieger seconded. Roll call vote: Mr. Stanczak - Yes, Mr. Danenberger - Yes, Mr. Boyd - Yes, Mr. Krieger - Yes, Ms. McCann - Yes, Chairperson Headean - Yes. The motion carried. (6-0-0)

Mr. Stanczak motioned to approve the landscaping variance. Mr. Danenberger seconded. Roll call vote: Mr. Stanczak - Yes, Mr. Danenberger - Yes, Mr. Boyd - Yes, Mr. Krieger - Yes, Ms. McCann - Yes, Chairperson Headean - Yes. The motion carried. (6-0-0)

Mr. Stanczak motioned to approve the findings of fact for the site plan review. Mr. Krieger seconded. Roll call vote: Mr. Stanczak - Yes, Mr. Danenberger - Yes, Mr. Boyd - Yes, Mr. Krieger - Yes, Ms. McCann - Yes, Chairperson Headean - Yes. The motion carried. (6-0-0)

Mr. Stanczak recommended approval of the site plan. Ms. McCann seconded. Roll call vote: Mr. Stanczak - Yes, Mr. Danenberger - Yes, Mr. Boyd - Yes, Mr. Krieger - Yes, Ms. McCann - Yes, Chairperson Headean - Yes. The motion carried. (6-0-0)

CITY OF Bloomington ILLINOIS

CONSENT AGENDA ITEM NO. 8.Y

FOR COUNCIL: April 12, 2021

SPONSOR: Economic & Community Development Department

WARD IMPACTED: Ward 2

SUBJECT: Consideration and action on an Ordinance Approving a Preliminary Development Plan for a Planned Unit Development for a Manufactured Home Park and Waivers of Certain Requirements of Chapters 24, 43, and 44 of the City Code for Property Commonly Located Along South Beich Road, and North of Fuller Court, Approximately 10.54 Acres, and Zoned R-4, Manufactured Home Park District, as requested by the Economic & Community Development Department.

RECOMMENDED MOTION:
The proposed Ordinance be approved.

STRATEGIC PLAN LINK:
-Goal 4. Strong Neighborhoods

STRATEGIC PLAN SIGNIFICANCE:
-Objective 4d. Improved neighborhood infrastructure

BACKGROUND: The subject property is located toward the southwest side of the City of Bloomington's municipal limits. It is bordered on the east by the Route 66 bike trail, Beich Road, and US 55, and bounded on the west by the Union Pacific Railroad. The property is approximately 10.54 acres currently zoned R-1C, Single-Family Residential district. The subject property is vacant and undeveloped. Separately, the applicant requested a zoning map amendment to rezone the property to R-4, Manufactured Home Park (see case Z-03-21).

The applicant requested approval of a preliminary development plan for a Planned Unit Development to allow for the construction of a Manufactured Home Park, with waivers. The proposed development includes 54 lots, an office, and open space. On-site detention is proposed. The applicant is requesting that the City maintain the basin. The City Parks Maintenance Department currently maintains a portion of the basin (mowing) and would, upon development of the subdivision, maintain the entire basin. Additionally, the developer is proposing construction of public roads, sewer, and water; the developer is responsible for construction of the public infrastructure. Upon completion of the development and acceptance by the City Public Works Department of the infrastructure, the city will maintain the public roads, sewer, and water main. The developer would be responsible for paying to tap-on to connect to the public infrastructure. The applicant requested approval of several waivers from Chapters 24—Bloomington Subdivision Code, Chapter 43—Bloomington Manufactured District, and Chapter 44—Bloomington Zoning Ordinance.

The Planning Commission held a public hearing on the proposed development plan on February 10, 2021, the item was continued to March 10, 2021. The Commission found the project to meet the standards for a Planned Unit Development. It recommended approval by

vote of 6-0-0 of the planned unit development preliminary development plan with the waivers and conditions as specified in the attached ordinance. The recommendation is consistent with the staff recommendation.

The staff report and meeting documents from the February 10 meeting are online at https://www.cityblm.org/Home/ShowDocument?id=25838. The packet and meeting information from the March 10, 2021 meeting are available online at https://www.cityblm.org/Home/ShowDocument?id=25980. Minutes from both meetings are attached to this report. A recording of the public hearing is available online at www.cityblm.org/live.

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 since delay could negatively impact this investment in our community.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: The Planning Commission held a public hearing on February 10, 2021. The City published notice of the hearing in *The Pantagraph* on Monday January 25, 2021. Courtesy notices were mailed to 61 property owners within 500 feet of the subject property. City staff placed a large metal notification sign on the property. The hearing was continued to March 10, 2021 and was reconvened on that date. The applicant and one additional person spoke in favor of the petition. One person spoke against the petition. Staff received three emails in opposition to the requested development. These were shared with the applicant, who had an opportunity to address the concerns expressed.

FINANCIAL IMPACT: The proposed map planned unit development plan will allow for investment and redevelopment of vacant property adding to the City's tax base and potentially increasing future revenues for the city.

COMMUNITY DEVELOPMENT IMPACT: The Comprehensive Plan's Future Land Use map identifies the subject property as medium- density residential. The property is classified as a Tier-1 Infill Redevelopment Priority on the Land Use Priorities map. The proposed development plan promotes the following goals and objectives of the Bloomington Comprehensive Plan: H.1 Ensure the availability of safe, attractive and high-quality housing stock to meet the needs of all current and future residents of Bloomington. H-1.1 Ensure that the housing to accommodate the new growth is a broad range (of type, size, ages, densities, tenancies, and costs) equitably distributed throughout the City recognizing changing trends in age-group composition, income, and family-habits.

Respectfully submitted for Council consideration.

Prepared by: Katie Simpson, City Planner

Reviewed by:

Melissa Hoh, Economic and Community Development Director 4/4/2021

Chris Tomerlin, Budget Manager 4/5/2021

George Boyle

George Boyle, Assistant Corporation Counsel 4/7/2021

Tara Henry, Legislative Assistant 4/7/2021

Recommended by:

Tim Gleason, City Manager

Attachments:

- EC&D 4B Ordinance
- E&CD 4C Exhibit B_Saddle Creek Estates Preliminary Development Plan_021121
- E&CD 4D PC Minutes 031021_PS-01-21
- E&CD 4E PC Minutes 021021_PS-01-21

ORDINANCE NO. 2021 - _____

AN ORDINANCE APPROVING A PRELIMINARY DEVELOPMENT PLAN FOR A PLANNED UNIT DEVELOPMENT FOR A MANUFACTURED HOME PARK AND WAIVERS OF CERTAIN REQUIREMENTS OF CHAPTERS 24, 43, AND 44 OF THE CITY CODE FOR PROPERTY COMMONLY LOCATED ALONG SOUTH BEICH ROAD, AND NORTH OF FULLER COURT, APPROXIMATELY 10.54 ACRES, AND ZONED R-4 MANUFACTURED HOME PARK DISTRICT

WHEREAS, there was heretofore filed with the Economic & Community Development Department of the City of Bloomington, McLean County, Illinois, a petition requesting approval of a preliminary development plan for a planned unit development for a manufactured home park on the property commonly described as ten and fifty-four-hundredths acres located along south Beich Road, and north of Fuller Ct (PINs: 21-19-201-014; 21-19-201-015; and 21-19-201-014), legally described in Exhibit "A" and hereinafter referred to as "Property", which is attached hereto and made part hereof by this reference; and

WHEREAS, said petition included a preliminary development plan dated December 23, 2020, illustrated in Exhibit "B" and hereinafter referred to as "Plan" including requested waivers from certain requirements Chapters 24, Chapter 43 and Chapter 44 of the Bloomington City Code; and

WHEREAS, the Bloomington Planning Commission, after proper notice was given, conducted a public hearing on said petition for the preliminary development plan planned unit development at the Property and requested waivers; and

WHEREAS, following said public hearing, the Bloomington Planning Commission found the requested development plan to meet the standards and objectives of the City Code as set forth in Chapter 44 Division 15-6 and voted to recommend approval of the proposed Preliminary Development Plan for a Planned Unit Development Manufactured Home Park, with waivers and conditions; and

WHEREAS, following said public hearing, the Bloomington Planning Commission found that certain waivers met the requirements and standards as set forth in Chapter 24 Section 2.13 through 2.13.3, and further found that the imposition of certain conditions on said Plan were appropriate to meet the purposes of Chapter 24; and

WHEREAS, the City Council is authorized to adopt this Ordinance and approve the petition to approve a preliminary development plan for a planned unit development for a manufactured home park on said Property.

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

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

2. The preliminary development plan for a planned unit development for a manufactured home park and requested waivers for the property commonly described as ten and fifty-four hundredths acres located along south Beich Road, and north of Fuller Ct. legally described in Exhibit "A" and illustrated in Exhibit "B" is hereby approved. Said approved waivers and conditions are as follows:

   Waivers:

   a. Waiver to allow sanitary sewer and storm sewer to be located in a public easement in a side yard connecting to the existing sanitary sewer and storm water detention basin in Outlot A of Founder's Square Subdivision, accessible from Stirrup Lane. (Chapter 24)
   b. Waiver to allow the omission of a front yard utility easement adjoining public street right-of-way in lieu of that otherwise required by code. (Chapter 24)
   c. Waiver to allow a 5' front yard in lieu of 10' required by code. (Chapter 44 and Chapter 43)
   d. Waiver to allow a 3,925 square foot minimum lot area in lieu of 4,100 square feet for two lots fronting on Stirrup Lane. (Chapter 44 and Chapter 43)
   e. Waiver to allow an Open Space Ratio of 63% in lieu of 73%. (Chapter 44)

   Conditions:

   a. Show sidewalk on both sides of the street in accordance with the Manual of Practice 5.02B. Revise the cross section and plan to reflect sidewalk on both sides of the street and remove requested waiver from page 1.
   b. Revise the plan to include Barrier Curb B-6.18 curb, per the Manual of Practice Section 4.04E1. Revise the cross section on the first page and remove requested waiver from page 1.
   c. Add a note that addresses the maintenance of the ditch along the back side of the property. There is a drainage ditch that comes up from the north, through the culvert to the west.
   d. Show location of heated structures for water meter and backflow preventer at each connection to city water.

3. This Ordinance shall be in full force and effective as of the time of its passage and approval.

PASSED this 12th day of April 2021.

APPROVED this _____ day of April 2021.

CITY OF BLOOMINGTON

Tari Renner, Mayor

ATTEST

Leslie Smith-Yocum, City Clerk

EXHIBIT A

Legal Description

Part of Lots 1, 2, 3 and 4 in the Subdivision of Section 19, being part of the lands subdivided for the Estate of William King, deceased, recorded in Chancery Record 7, Page 275 in the Office of the Clerk of the Circuit Court of Mclean County, Illinois, and part of Lot 6 in Industrial Park Subdivision, all in Township 23 North, Range 2 East of the Third Principal Meridian, City of Bloomington, Mclean County, Illinois, more particularly described as follows: Beginning at the northeast corner of Resubdivision of Founder's Square Subdivision on the westerly right of way line of F.A.I. Route 55; thence N.52°-05'-18"W. 1003.15 feet to the northwest corner of said Resubdivision of Founder's Square Subdivision on the easterly right of way line of the Southern Pacific Railroad as conveyed in Deed Book 254 Page 62 in the Mclean County Recorder of Deeds Office; thence N.24°-11'-0?"E. 39.50 feet on said easterly right of way line of the Southern Pacific Railroad; thence northeasterly 329.65 feet on a non-tangential curve concave to the northwest having a central angle of 14°-31'-43", a radius of 1300.00 feet and a chord of 328.76 feet bearing N.78°-46'-46"E. from the last described course to a point of compound curve; thence northeasterly 238.66 feet on a curve concave to the northwest having a central angle of 19°-32'-06", a radius of 700.00 feet and a chord of 237.51 feet bearing N.61°-44'-51"E. from the chord of the last described arc; thence N.51°-58'-48"E. 57.48 feet; thence S.52°-05'-18"E. 687.55 feet to the westerly right of way line of F.A.I. Route 55 as conveyed by a Warranty Deed recorded as Document No. 72-9376 in the Mclean County Recorder of Deeds Office; thence S.37°-54'-03"W. 237.45 feet on said westerly right of way line of F.A.I. Route 55 as conveyed in Document No 72-9376 and on the westerly right of way line of F.A.I. Route 55 as conveyed by a Trustee's Deed recorded as Document No. 72-5947 in the Mclean County Recorder of Deeds Office; thence S.43°-36'-42"W. 100.50 feet on said right of way line as conveyed in Document No. 72-5947; thence S.37°-54'-03"W. 100.00 feet on said right of way line; thence S.33°-19'-37"W. 122.94 feet on said right of way line to the Point of Beginning containing 10.54 acres, more or less, with assumed bearings given for description purposes only.

PINS: 21-19-201-014; 21-19-201-015; 21-19-177-016.

SADDLE CREEK ESTATES P.U.D.

PART OF SECTION 19, T.23N., R.2E., 3P.M.,
CITY OF BLOOMINGTON, MCLEAN COUNTY, ILLINOIS

OWNER/DEVELOPER: RJV PROPERTY, LLC
919 W. MULBERRY STREET
BLOOMINGTON, IL 61701
PHONE: (309) 275-4331
c/o BOBBY VERICELLA

ATTORNEY: JAMES FINEGAN
111 W. FRONT STREET
BLOOMINGTON, IL 61701
PHONE: (309) 827-0388

General Notes

1. Total Acreage: 10.54 Acres
2. Current Zoning: R-1C Single Family Residence District
   Proposed Zoning: R-4 Manufactured Home Park District

   The property will be subdivided into two (2) lots of record and public street right of way for the development of residential, administrative and maintenance uses permitted by code within the R-4 Manufactured Home Park District.
3. Floor Area Ratio: 29%* (34.0% Maximum)
   Open Space Ratio: 63%* (73% Minimum)
   Common Recreation Space: 5%* (4.0% Minimum)
   *(Public street right of way area deducted from calculation)

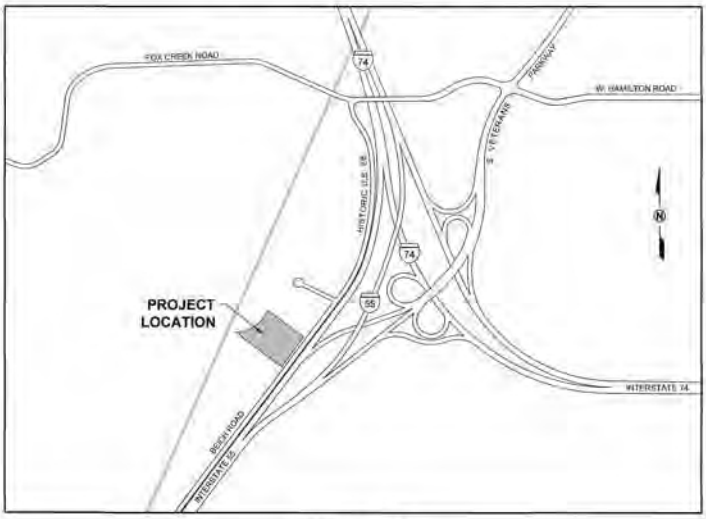
   Total Land Area: 459,122 SF/10.54 Acres
   Maximum Dwelling Area per unit (32' x 68') 2176 SF x 54 units = 117,504 SF
   54 Dwelling Units with 162 (Maximum) bedrooms
4. Contour interval is 1 foot based upon topographic survey information obtained in 2005 by Lewis, Yockey & Brown, Inc.
5. Drainage calculations, cross sections of proposed drainage ways, unit site drainage and erosion control details will be submitted as part of the construction plans.
6. Storm water detention will be provided in an expansion of the current public detention basin located in the southwest corner of the subject premises and located on Outlot A of Founders Square Subdivision. Supplemental drainage and release calculations will be submitted to the City of Bloomington for review and approval as part of the construction plans.
7. Building separations, rear yard and side yard requirements as presented on the plan comply with the minimum requirements for R-4 zoning.
8. 8" sanitary sewers, storm sewers, water mains and all appurtenances shall be installed in public street right of way and public easements, and shall be designed and constructed to conform to all current City code requirements, City ordinances, City Manual of Practice, City standards, and the policies and regulations of the Illinois Environmental Protection Agency, and will be owned and maintained by the City of Bloomington. Formal dedication for public storm water detention basin easement will be included on the final plat of subdivision based on final construction plan design.
9. Common recreation and open areas lying west of Stirrup Lane shall be private and maintained by the owner/developer of Saddle Creek Estates, excepting therefrom the proposed public storm water detention basin improvement. Recreation space locations noted per plan may be used for PUD resident activities such as social gathering for picnicking, cookouts, and "social field sports" such as badminton, volleyball, frisbee toss and croquet.
10. Proposed dwellings and office improvements will not have basements, therefore no sump pump discharge lines will be required.
11. Parking Spaces
    108 (2 @ each Dwelling Unit)
    5 @ Office
    52 On Street (One side only along Mustang Way & Heller Drive)
    165 Total Spaces.

Waivers Requested

1. A waiver is requested to allow sanitary sewer and storm sewer to be located in a public easement in a side yard where connecting to the existing sanitary sewer and storm water detention basin in Outlot A of Founder's Square Subdivision from Stirrup Lane.
2. A waiver is requested to allow a 5' front yard in lieu of 10' required by code.
3. A waiver is requested to allow 3,825 SF minimum Lot Area in lieu of 4,100 SF minimum Lot Area required by code for the two dwelling sites fronting on Stirrup Lane.
4. A waiver is requested to allow Open Space Ratio of 63% in lieu of the 73% Minimum cited by code.
5. A waiver is requested to allow the omission of a front yard utility easement adjoining public street right of way in lieu of that otherwise required by code.
6. A waiver is requested to allow M-4.18 combination curb and gutter in lieu of B-6.18 combination curb and gutter otherwise required by code.
7. A waiver is requested to allow public sidewalk to be installed on one side of the public street as depicted per plan.

Legal Description

Part of Lots 1, 2, 3 and 4 in the Subdivision of Section 19, being part of the lands subdivided for the Estate of William King, deceased, recorded in Chancery Record 7, Page 275 in the Office of the Clerk of the Circuit Court of McLean County, Illinois, and part of Lot 6 in Industrial Park Subdivision, all in Township 23 North, Range 2 East of the Third Principal Meridian, City of Bloomington, McLean County, Illinois, more particularly described as follows. Beginning at the northeast corner of Resubdivision of Founder's Square Subdivision on the westerly right of way line of F.A.I. Route 55, thence N.52°-05'-16"W. 1003.15 feet to the northwest corner of said Resubdivision of Founder's Square Subdivision on the easterly right of way line of the Southern Pacific Railroad as conveyed in Deed Book 254 Page 62 in the McLean County Recorder of Deeds Office; thence N.24°-11'-07"E. 39.50 feet on said easterly right of way line of the Southern Pacific Railroad; thence northeasterly 329.65 feet on a non-tangential curve concave to the northwest having a central angle of 14°-31'-43", a radius of 1300.00 feet and a chord of 328.76 feet bearing N.78°-46'-46"E. from the last described course to a point of compound curve; thence northeasterly 238.66 feet on a curve concave to the northwest having a central angle of 19°-32'-06", a radius of 700.00 feet and a chord of 237.51 feet bearing N.61°-44'-51"E. from the chord of the last described arc; thence N.51°-58'-48"E. 57.48 feet; thence S.52°-05'-18"E. 887.55 feet to the westerly right of way line of F.A.I. Route 55 as conveyed by a Warranty Deed recorded as Document No. 72-9376 in the McLean County Recorder of Deeds Office; thence S.37°-54'-03"W. 237.45 feet on said westerly right of way line of F.A.I. Route 55 as conveyed in Document No 72-9376 and on the westerly right of way line of F.A.I. Route 55 as conveyed by a Trustee's Deed recorded as Document No. 72-5947 in the McLean County Recorder of Deeds Office; thence S.49°-36'-42"W. 100.50 feet on said right of way line as conveyed in Document No. 72-5947; thence S.37°-54'-03"W. 100.00 feet on said right of way line; thence S.33°-19'-37"W. 122.94 feet on said right of way line to the Point of Beginning containing 10.54 acres, more or less, with assumed bearings given for description purposes only.



LOCATION MAP
NO SCALE

RECOMMENDATION OF PRELIMINARY DEVELOPMENT PLAN APPROVAL BY THE PLANNING COMMISSION OF BLOOMINGTON, ILLINOIS

"NOTICE IS HEREBY GIVEN THAT THIS PRELIMINARY DEVELOPMENT PLAN OF SADDLE CREEK ESTATES PLANNED UNIT DEVELOPMENT SHOWN HEREON IS RECOMMENDED BY THE PLANNING COMMISSION OF BLOOMINGTON, ILLINOIS, FOR CITY COUNCIL APPROVAL WITH THE MODIFICATIONS CONTAINED IN APPENDIX A (IF ANY), WHICH IS ATTACHED HERETO."

PLANNING COMMISSION OF BLOOMINGTON, ILLINOIS

DATE: _____ 20__

BY: _____ CHAIRPERSON

BY: _____ EXECUTIVE SECRETARY

NOTICE OF APPROVAL OF PRELIMINARY DEVELOPMENT PLAN BY THE CITY COUNCIL OF BLOOMINGTON, ILLINOIS

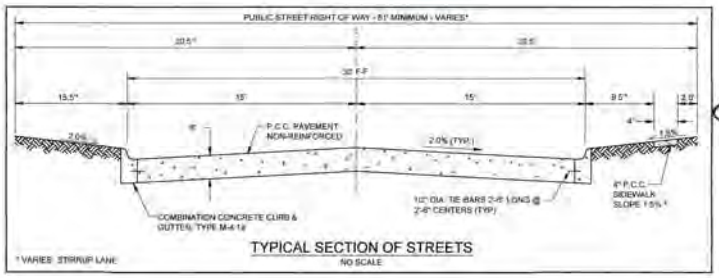
"THE PRELIMINARY DEVELOPMENT PLAN OF SADDLE CREEK ESTATES PLANNED UNIT DEVELOPMENT SHOWN HEREON HAS RECEIVED APPROVAL BY THE CITY COUNCIL OF BLOOMINGTON, ILLINOIS, SUBJECT TO THE MODIFICATIONS CONTAINED IN APPENDIX A WHICH IS ATTACHED HERETO."

THE CITY COUNCIL OF BLOOMINGTON, ILLINOIS

DATE: _____ 20__

By: _____ MAYOR

Exhibit B



TYPICAL SECTION OF STREETS
NO SCALE

I, DAVID P. BROWN, ILLINOIS PROFESSIONAL LAND SURVEYOR, HEREBY CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF THE ABOVE PLAT IS A CORRECT AND ACCURATE REPRESENTATION OF A SURVEY MADE UNDER MY DIRECTION.

DAVID P. BROWN

THIS PRELIMINARY PLAT WAS PREPARED BY LEWIS, YOCKEY & BROWN, INC., 1609 GRANDVIEW DRIVE, CHAMPAIGN, ILLINOIS 61820 AND 1201 EAST WASHINGTON STREET, BLOOMINGTON, ILLINOIS

L. DUANE YOCKEY

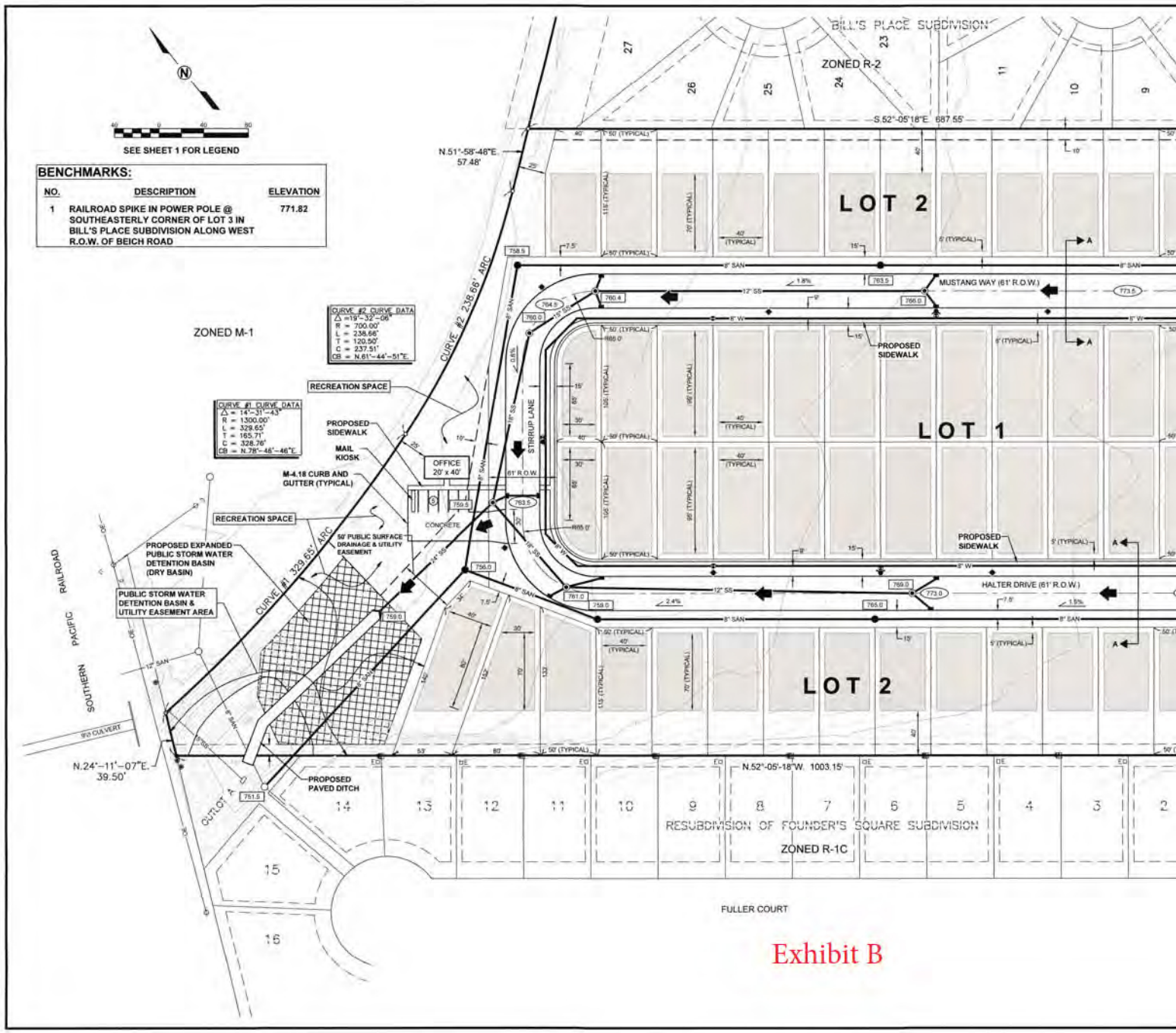

SEE SHEET 1 FOR LEGEND
BENCHMARKS:
NO. DESCRIPTION ELEVATION
1 RAILROAD SPIKE IN POWER POLE @ SOUTHEASTERLY CORNER OF LOT 3 IN BILL'S PLACE SUBDIVISION ALONG WEST R.O.W. OF BEICH ROAD 771.82
BILL'S PLACE SUBDIVISION
ZONED R-2
S.52°-05'18"E. 687.55'
N.51°-58'-46"E. 57.48'
LOT 2
LOT 1
LOT 2
ZONED M-1
CURVE #2 238.66' ARC
CURVE #2 CURVE DATA
Δ =19°-32'-06"
R = 700.00'
L = 238.66'
T = 120.50'
C = 237.51'
CB = N.61°-44'-51"E.
CURVE #1 CURVE DATA
Δ = 14°-31'-43"
R = 1300.00'
L = 329.65'
T = 165.71'
C = 328.76'
CB = N.78°-46'-46"E.
RECREATION SPACE
PROPOSED SIDEWALK
MAIL KIOSK
M-4.18 CURB AND GUTTER (TYPICAL)
OFFICE 20' x 40'
STIRRUP LANE
61' R.O.W.
MUSTANG WAY (61' R.O.W.)
HALTER DRIVE (61' R.O.W.)
PROPOSED SIDEWALK
RECREATION SPACE
CURVE #1 329.65' ARC
50' PUBLIC SURFACE DRAINAGE & UTILITY EASEMENT
PROPOSED EXPANDED PUBLIC STORM WATER DETENTION BASIN (DRY BASIN)
PUBLIC STORM WATER DETENTION BASIN & UTILITY EASEMENT AREA
RAILROAD
PACIFIC
SOUTHERN
N.24°-11'-07"E. 39.50'
PROPOSED PAVED DITCH
OUTLOT A
N.52°-05'-18"W. 1003.15'
RESUBDIVISION OF FOUNDER'S SQUARE SUBDIVISION
ZONED R-1C
FULLER COURT

Exhibit B

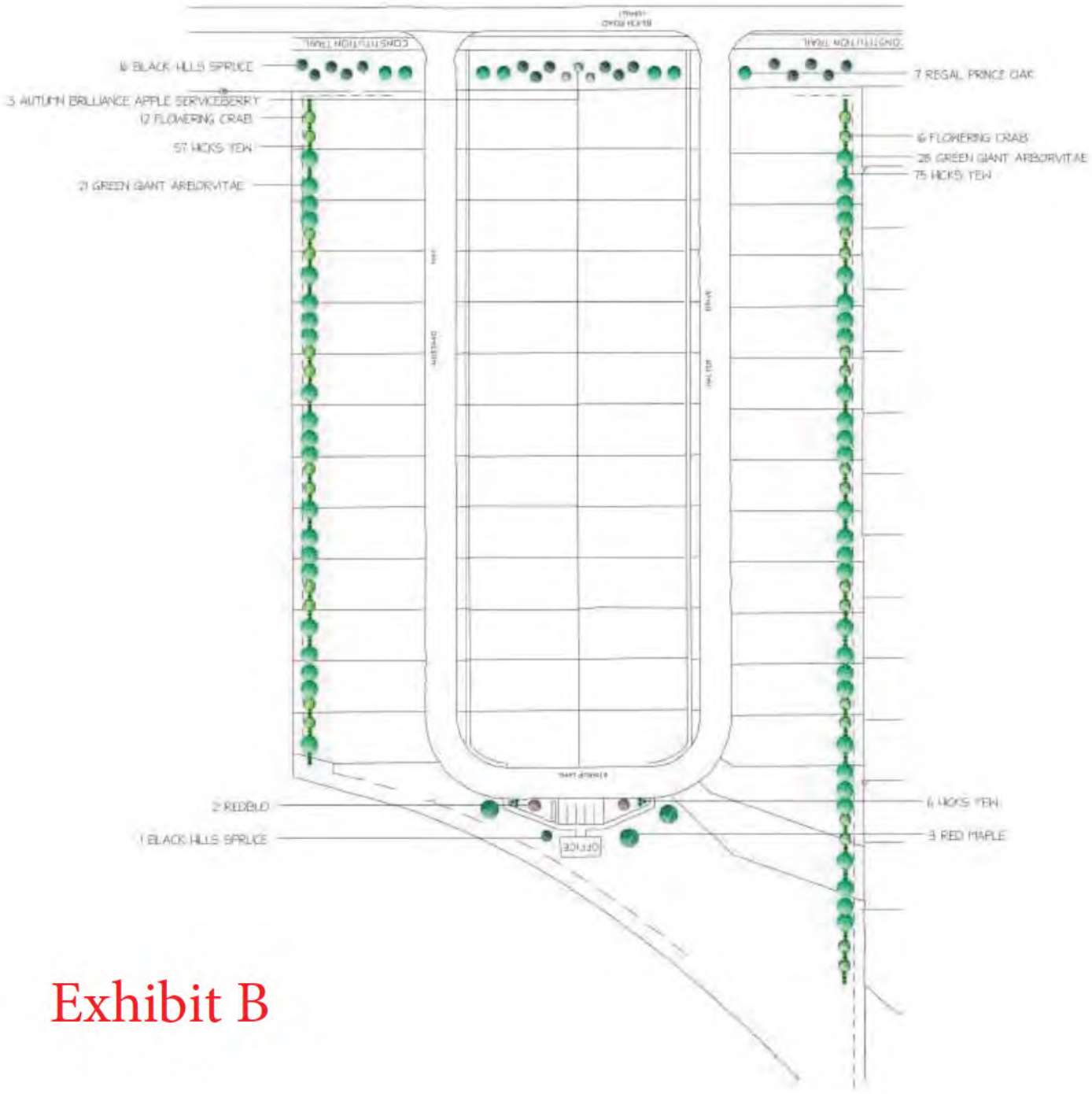

6 BLACK HILLS SPRUCE
3 AUTUMN BRILLIANCE APPLE SERVICEBERRY
12 FLOWERING CRAB
57 HICKS YEW
21 GREEN GIANT ARBORVITAE
7 REGAL PRINCE OAK
6 FLOWERING CRAB
28 GREEN GIANT ARBORVITAE
75 HICKS YEW
2 REDBUD
1 BLACK HILLS SPRUCE
6 HICKS YEW
3 RED MAPLE

Exhibit B

C. **PS-01-21** Public hearing, review and action on applications submitted by The Villas at Prairie Vista, LP (3028 Happy Landing Drive Springfield, IL 62711) for 7.31 acres (PINS:21-16-405- 002: 21-16-405-003:PT 21-16-451-027: PT 21-16-451-024: PT 21-16-451-009: PT 21-16-451- 025) located south of Southgate Drive and east of US/51, owned by Robert J. Lenz, Trustee McLean County Land Trust #2315, approval of a preliminary development plan and special use permit for a planned unit development (PUD) for a single-family attached dwelling units in the C- 1 Office District and multiple waivers (Ward 2)

Chairperson Headean called for the staff report. Ms. Simpson summarized the proposed planned unit development and stated staff's support for the project and several of the requested waivers based on their adherence with the Subdivision Ordinance and Planned Unit Development standards.

Mr. Boyd motioned to adopt the findings of fact as presented by staff. Mr. Krieger seconded. Roll call vote: Mr. Stanczak - Yes, Mr. Danenberger - Yes, Mr. Boyd - Yes, Mr. Krieger - Yes, Ms. McCann - Yes, Chairperson Headean - Yes. The motion carried. (6-0-0)

Mr. Boyd motioned to deny the waiver requesting M-4.18 combination curbs and gutters in lieu of B-6.18 combination curbs and gutters. Mr. Stanczak seconded. Roll call vote: Mr. Stanczak - Yes, Mr. Danenberger - Yes, Mr. Boyd - Yes, Mr. Krieger - Yes, Ms. McCann - Yes, Chairperson Headean - Yes. The motion carried. (6-0-0)

Mr. Boyd motioned to deny the waiver requesting sidewalks on only one side of the public street. Mr. Danenberger seconded. Roll call vote: Mr. Stanczak - Yes, Mr. Danenberger - Yes, Mr. Boyd - Yes, Mr. Krieger - Yes, Ms. McCann - Yes, Chairperson Headean - Yes. The motion carried. (6-0-0)

Mr. Krieger motioned to approve the waiver allowing a 5' front yard setback rather than a 10' front yard setback as required by code. Mr. Boyd seconded. Roll call vote: Mr. Stanczak - Yes, Mr. Danenberger - Yes, Mr. Boyd - Yes, Mr. Krieger - Yes, Ms. McCann - Yes, Chairperson Headean - Yes. The motion carried. (6-0-0)

Mr. Boyd motioned to approve the waiver allowing a 3,925 square foot minimum lot area in lieu of the 4,100 square foot minimum required by code for two lots fronting on Stirrup Lane. Ms. McCann seconded. Roll call vote: Mr. Stanczak - Yes, Mr. Danenberger - Yes, Mr. Boyd - Yes, Mr. Krieger - Yes, Ms. McCann - Yes, Chairperson Headean - Yes. The motion carried. (6-0-0)

Mr. Krieger motioned to approve a waiver allowing for an open space ratio of 63% rather than 73%. Mr. Danenberger seconded. Roll call vote: Mr. Stanczak - Yes, Mr. Danenberger - Yes, Mr. Boyd - Yes, Mr. Krieger - Yes, Ms. McCann - Yes, Chairperson Headean - Yes. The motion carried. (6-0-0)

Mr. Krieger motioned to approve a waiver allowing the sanitary and storm sewers to be located in a public easement connecting to existing infrastructure. Mr. Stanczak seconded. Roll call vote: Mr. Stanczak - Yes, Mr. Danenberger - Yes, Mr. Boyd - Yes, Mr. Krieger - Yes, Ms. McCann - Yes, Chairperson Headean - Yes. The motion carried. (6-0-0)

Mr. Boyd motioned to approve the final waiver requested the omission of a front yard utility easement that would adjoin the public right-of-way. Mr. Stanczak seconded. Roll call vote: Mr. Stanczak - Yes, Mr. Danenberger - Yes, Mr. Boyd - Yes, Mr. Krieger - Yes, Ms. McCann - Yes, Chairperson Headean - Yes. The motion carried. (6-0-0)

Mr. Boyd motioned to recommend approval of the PUD with the exception of the staff comment regarding sidewalk width. Mr. Stanczak seconded. Roll call vote: Mr. Stanczak - Yes, Mr. Danenberger - Yes, Mr. Boyd - Yes, Mr. Krieger - Yes, Ms. McCann - Yes, Chairperson Headean - Yes. The motion carried. (6-0-0)

B. PS-01-21 Public hearing, review, and action on a petition submitted by Robert Vericella, RJV Construction, requesting approval of a preliminary development plan for a planned unit development (PUD) for a Residential Manufactured Home Park on approximately 10.54 acres (owned by Habitat for Humanity) commonly located along south Beich Road, and north of Fuller Ct. Chairperson Headean called for the staff report. Ms. Simpson stated that staff recommended in favor of the requested zoning map amendment.

Mr. Mohr motioned to table discussion of the item to March 10th. Mr. Stanczak seconded. Roll call vote: Mr. Stanczak - Yes, Mr. Danenburger - Yes, Mr. Boyd - Yes, Mr. Krieger - Yes, Mr. Mohr - Yes, Ms. Montney - Yes, Ms. McCann - Yes, Chairperson Headean - Yes. The motion carried (8-0-0).

CITY OF Bloomington ILLINOIS

CONSENT AGENDA ITEM NO. 8.Z

FOR COUNCIL: April 12, 2021

SPONSOR: Economic & Community Development Department

WARD IMPACTED: Ward 3

SUBJECT: Consideration and action on an Ordinance Approving a Zoning Map Amendment for Property Located South of General Electric Road and West of Towanda Barnes Road, Approximately 3.11 Acres, in the Hawthorne Commercial Subdivision, from B-1 General Commercial District to R-3A Multiple-family Residential District (Tract 2, 3.11 Acres), as requested by the Economic & Community Development Department.

RECOMMENDED MOTION:
The proposed Ordinance be approved.

STRATEGIC PLAN LINK:
-Goal 4. Strong Neighborhoods

STRATEGIC PLAN SIGNIFICANCE:
-Objective 4d. Improved neighborhood infrastructure

BACKGROUND: The subject property is located south of General Electric Road, north of Pamela Drive, and west of Towanda Barnes Road. The subject property is 3.11 acres located within the Hawthorne Commercial Subdivision and zoned B-1 General Commercial District. The subdivision is improved with utilities and infrastructure. The infrastructure is sized for commercial or higher density residential uses. The property owner originally petitioned to rezone 2.95 acres of the property to R-2, Mixed Residence District and 3.11 acres to R-3A Multi-family Residential District. The property owner stated that he intends to improve the site with single-family attached housing, allowed by special use in the R-2 District and allowed by right in the R-3A District. This housing product would mirror the townhomes approved by City Council in 2018 and located north of the subject property.

On March 22, 2021, the Council took the following action:

1. **Approved an ordinance rezoning Tract 1 from B-1 to R-2.**
2. **Tabled action on Tract 2, a proposed rezoning to R-3A, to the April 12, 2021 Council meeting.**

Tract 2 is located on the west side of Leslie Drive. The proposed R-3A District serves as a transition between the existing and proposed R-2 Districts and the B-1 Districts on the east side of Leslie Drive by Towanda Barnes Road. In addition to permitting attached-single family housing, the R-3A District allows for residential uses ranging from single-family to multi-family, and some less intense commercial uses like day care centers.

Council is being asked to act on Tract 2, a proposed rezoning of 3.11 acres from B-1 General Commercial District to R-3A Multi-family Residential District.

For more information, please refer to the Council memo from March 22, 2021.

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 develop an existing site.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: The Bloomington Planning Commission held a public hearing on the petition on February 24, 2021. Notice of the hearing was published in *The Pantagraph* on Monday, February 8, 2021. Courtesy notices were mailed to property owners within 500 feet of the subject property and a large metal sign was placed on the property. No one spoke against the petition, and one person, in addition to the applicant, spoke in favor of the petition. Staff received two emails in support of the petition and four emails against the petition. The packet and meeting information from the February 24, 2021 hearing is online at https://www.cityblm.org/Home/ShowDocument?id=25904. A recording of the meeting is available online at www.cityblm.org/live.

FINANCIAL IMPACT: The proposed map amendment would facilitate infill redevelopment of residential units. The units could result in additional property tax revenues for the city.

COMMUNITY DEVELOPMENT IMPACT: The Comprehensive Plan's Future Land Use map identifies the subject properties as "Employment Centers," adjacent to low and medium-density residential areas as well as to an "emerging" commercial activity center. The Land Use Priorities map lists the properties as Tier-1, or vacant and under-utilized land for infill development or redevelopment. Further, the subject property is located within the Stable Area, as identified in Figure 4.1 of the Comprehensive Plan. The Plan suggests identifying opportunities to gradually transition the low-density residential developments in the Stable Areas into mixed use, walkable neighborhoods that appeal to all residents (N-1.4).

Respectfully submitted for Council consideration.

Prepared by: Katie Simpson, City Planner

Reviewed by:

Melissa Hon, Economic and Community Development Director 4/4/2021

Chris Tomerlin, Budget Manager 4/5/2021

George Boyle

George Boyle, Assistant Corporation Counsel 4/7/2021

Tara Henry, Legislative Assistant 4/7/2021

Recommended by:



Tim Gleason, City Manager

Attachments:

- E&CD 3B Ordinance Z-28-20_Tract 2 3.11 acres
- E&CD 3C Minutes 02.24.21 Z.28.20
- E&CD 3D Z-28-20 FINAL Minutes 12.9.20

ORDINANCE NO. 2021 - _____

AN ORDINANCE APPROVING A ZONING MAP AMENDMENT FOR PROPERTY LOCATED SOUTH OF GENERAL ELECTRIC ROAD AND WEST OF TOWANDA BARNES ROAD, APPROXIMATELY 3.11 ACRES, IN THE HAWTHORNE COMMERCIAL SUBDIVISION, FROM B-1 GENERAL COMMERCIAL DISTRICT TO R-3A MULTIPLE-FAMILY RESIDENCE DISTRICT (TRACT 2, 3.11 ACRES)

WHEREAS, there was heretofore filed with the Economic and Community Development Department of the City of Bloomington, McLean County, Illinois, a petition requesting to rezone the property described as three and eleven-hundredths acres south of General Electric Road and West of Towanda Barnes Road in the Hawthorne Commercial Subdivision (a portion of PIN: 15-31-278-003), legally described in Exhibit "A" and hereinafter referred to as "Property", which is attached hereto and made part hereof by this reference from B-1 General Commercial District to R-3A Multiple-Family Residential District; and

WHEREAS, the Bloomington Planning Commission, after proper notice was given, conducted public hearings on said petition and adopted findings of fact on the same; and

WHEREAS, the Bloomington Planning Commission found the petition to be in the public interest and not solely for the benefit of the applicant 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 3.11 acres (Tract 2) to R-3A Multiple-Family Residence District; 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:

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

2. That the petition requesting to rezone the property commonly described in Exhibit "A" as Tract 2, 3.11 acres, located within the Hawthorne Commercial Subdivision, from B-1 General Commercial District to R-3A Multi-family Residence District is hereby approved.

3. That this Ordinance shall be in full force and effective as of the date of its passage and approval.

PASSED this 12th day of April 2021.

APPROVED this _____ day of April 2021.

CITY OF BLOOMINGTON

_____
Tari Renner, Mayor

ATTEST

_____
Leslie Smith-Yocum, City Clerk

EXHIBIT A

Legal Description

(a portion of PIN: 15-31-278-003)

Tract 2, R-3A Rezoning:

A part of the NE1/4 of Section 31, Township 24 North, Range 3 East of the Third Principal Meridian, City of Bloomington, Mclean County, Illinois, more particularly described as follows: Commencing at the southwest corner of Lot 20 in the Twelfth Addition to Hawthorne Commercial Subdivision, according to the Plat thereof recorded as Document No. 2015-16156 in the Mclean County Recorder of Deeds Office; thence N.90°-00'-00"E. 425.00 feet on the south line of said Lot 20 to the west right of way line of Leslie Drive as dedicated with Resolution No. 2007-99, recorded as Document No. 2007-29742 in said recorder's office; thence S.00°-00'-00"E. 319.00 feet on said west right of way line; thence N.90°-00'-00"W. 425.00 feet; thence N.00°-00'-00"E. 319.00 feet to the Point of Beginning, containing 3.11 acres, more or less, with assumed bearings given for description purposes only.

B. Z-28-20 Public hearing, review and action on a petition Submitted by Property owner Terra, LLC (1904 Longwood Lane, Bloomington, IL 61704) requesting: 1). Rezone Tract 1 located west of Woodbine Rd, north of Pamela Dr, and east of Leslie Dr (2.95 acres) from B-1- General Commercial District to R-2 Mixed Residence District; and 2). Rezone Tract 2 located north of Pamela Dr, east of Woodbine Rd and west of Leslie Dr (3.11 acres), from B-1 - General Commercial District to R-3A - Multiple-Family Residence District (Ward 3). **This item was remanded to Planning Commission from City Council on January 25, 2021.**

Ms. Kelly reviewed the specifics of the proposed rezoning as well as the site design standards for single-family attached and multi-family structures in the R-2 and R-3A Districts.

Mr. Rathnakumar Ramachandran was sworn in for testimony in favor of petition. He mentioned that he owns the as yet unpurchased townhomes and stated that many of the concerns related to the proposed R-3A rezoning are reflections of concerns pertaining to the unassociated developments on Ekstam Drive.

Ms. Montney asked why the R-3A zoning is being sought if the plan is to build townhomes on that parcel. Mr. Ramachandran explained that the townhomes are not permitted by right in the R-2 District.

Emails received in response to this case were introduced. Five were in opposition to the requested rezoning, and two were in favor. Mr. Krishna Balakrishnan, the petitioner, confirmed that he had seen the emails.

Mr. Balakrishnan was sworn in for testimony. He summarized the application process and results of the public meetings held. He also stated that schools serving the area are under capacity and that, in relation to concerns regarding green space, parkland dedication is required. In terms of traffic concerns, Mr. Balakrishnan stated that Woodbine would not yet be extended to Pamela Drive, and so access would be taken from GE Road. Regarding home values, Mr. Balakrishnan stated that the proposed townhomes would be of high quality and expressed skepticism toward the factual basis of concerns around property values.

Ms. Montney raised concerns with regard to the fact that the intersection of GE Road and Woodbine is an uncontrolled intersection. She also inquired as to how the public meetings were coordinated. Mr. Balakrishnan stated that he invited property owners within 500 ft by mail. Ms. Montney confirmed that the R-2 zoning district does not allow townhomes. Ms. Simpson clarified that the R-2 District only allows duplexes or single-family detached housing.

The public hearing was closed. Ms. Montney stated her belief that more residents are opposed to the proposed rezoning than have offered comment. She questioned the Commission's role as an advisory versus representative body.

Mr. Boyd motioned to adopt the findings of fact for Tract I. Mr. Mohr seconded. Roll call vote: Mr. Stanczak - Yes, Mr. Danenburger - Yes, Mr. Boyd - Yes, Mr. Muehleck - Yes, Mr. Mohr - Yes, Ms. Montney - Yes, Ms. McCann - Yes, Chairperson Headean - Yes. The motion carried (8-0-0).

Mr. Boyd motioned to recommend approval of rezoning Tract I from B-1 to R-2. Mr. Mohr seconded. Roll call vote: Mr. Stanczak - Yes, Mr. Danenburger - Yes, Mr. Boyd - Yes, Mr. Muehleck - Yes, Mr. Mohr - Yes, Ms. Montney - Yes, Ms. McCann - Yes, Chairperson Headean - Yes. The motion carried (8-0-0).

Mr. Boyd motioned to adopt the findings of fact regarding Tract II. Mr. Mohr seconded.

Ms. Montney raised the issue of the potential impact on property values. Chairperson Headean reiterated the initial point made that uses permitted by the current zoning would exacerbate the residents' concerns more so than uses permitted by the proposed rezoning.

Mr. Mohr concurred, stating that the proposed R-3A zoning would be more beneficial to the residents than the current zoning.

Mr. Stanczak stated his concerns that the rezoning would legitimize all uses permitted by the R-3A zoning, but that the R-3A zoning is the "lesser of two evils" as compared to the present B-1 zoning.

Roll call vote: Mr. Stanczak - Yes, Mr. Danenburger - Yes, Mr. Boyd - Yes, Mr. Muehleck - Yes, Mr. Mohr - Yes, Ms. Montney - No, Ms. McCann - Yes, Chairperson Headean - Absent. The motion carried (6-1-1).

Mr. Boyd motioned to recommend approval of the rezoning of Tract II from B-1 to R-3A. Mr. Danenberger seconded. Mr. Stanczak - Yes, Mr. Danenburger - Yes, Mr. Boyd - Yes, Mr. Muehleck - Yes, Mr. Mohr - Yes, Ms. Montney - No, Ms. McCann - Yes, Chairperson Headean - Abstain. The motion carried (6-1-1).

Z-28-20 Public hearing, review, and action on a petition submitted by Terra LLC requesting a zoning map amendment for a portion of the property identified as PIN: 15-31-278-003, 1531-276- 026, and 15-31-279-006 from B-1 General Commercial District to R-2, Mixed Residence District and R-3A, Multifamily Residential District (Ward 3)

Chairperson Headean introduced the case and called for the staff report. Ms. Kelly stated that staff would recommend in favor of the item due to much of the land's long-time vacancy, the mix of residential and commercial uses already emerging in the surrounding area, and the potential for residential districts to serve as a transitional buffer between commercial uses and lower-density residential uses.

Ms. Montney inquired as to whether the information included in the presentation was included in the packet provided to Commissioners. Ms. Kelly affirmed this.

Mr. Boyd asked whether sidewalks currently exist on the subject tracts. Ms. Simpson stated that the developer would be responsible for installing sidewalks when development occurs.

The public hearing was opened for this item. Chairperson Headean swore in Mr. Rathnakumar Ramachandran, a representative of the townhomes adjacent to the subject parcels, for testimony. Mr. Ramachandran stated his support for the rezoning, stating that it would help extend the existing flavor of the community.

Mr. Krishna Balakrishnan, the applicant, was sworn in. He stated that his plan is to continue residential development similar to the townhomes within the parcels to be rezoned to R-2.

Chairperson Headean asked Mr. Balakrishnan about resident concerns as to increased traffic generation and decreases in home values were the rezonings to be approved. Mr. Balakrishnan stated that most of the traffic is on GE Road at present and that access would be taken from Leslie Drive.

Ms. Montney asked whether the townhomes that were sold are currently occupied. Mr. Balakrishnan said that they are.

Ms. Kelly displayed data regarding estimated trip generation for commercial versus residential uses, showing in broad terms that residential uses generate less traffic than commercial uses currently permitted by right in the B-1 district would.

Ms. Montney asked how these numbers were calculated. Ms. Simpson explained its basis on average trip data. Ms. Montney pointed out that the uses displayed are not necessarily reflective of the commercial development that has already occurred at the subject site. Ms. Simpson clarified that these uses could be developed by right,

even though they are not currently present at the site. Ms. Montney argued against the inclusion of traffic data for businesses such as drive-through restaurants as they are not reflective of the current development patterns of the site.

Chairperson Headean asked Mr. Balakrishnan about the purpose of the development, referencing his previous comments regarding wanting to construct more affordable housing in Bloomington. He stated that after acquiring the property, he could not foster commercial development in the area, and subsequently switched his focus to high-quality, attainable residential development.

Ms. Montney inquired as to the data source on Mr. Balakrishnan's comment on the shortage of apartments for rent in Bloomington. Mr. Balakrishnan stated this was based on the reception to the recently developed townhomes and not based on any specific data point. Ms. Montney stated that the vacancy rate for apartments in Bloomington is substantial.

Chairperson Hadean opened the public hearing to those speaking against the petition. Dr. Tim Anderson, owner of Hawthorne Park Animal Care Center, was sworn in. He spoke of his concern about apartments extending south to Pamela Drive regarding the noise generated by animal care center and increased traffic resulting from residential development. Dr. Anderson mentioned that existing traffic on Pamela Drive is congested due to the absence of a traffic light. Ms. Kelly clarified that the residential zoning would not extend to Pamela Drive. Ms. Simpson stated that she was not aware of any plans to install a traffic light at the intersection of Pamela and Leslie Drives.

Ms. Montney asked how access would be taken out of the potential residential developments since each exit is presently uncontrolled. Ms. Simpson stated that Leslie Drive, Pamela Drive, or Woodbine Road would serve as exit points.

Mr. Krieger asked whether a traffic count has been done in this area. Ms. Simpson displayed data regarding average daily trips in the area, stating that there are no specific counts for Leslie Drive.

Dr. Anderson added that Unit 5 buses use Leslie Drive as a stopping off point between 7:45 to 8:15 AM, creating additional traffic congestion and potentially posing an obstacle to residential development.

Ms. Simpson introduced six emails from the public into the record. Most of the comments raised concerns about a potential increase in traffic from any future residential development. Ms. Montney pointed out that many emails also raised a decline in property values as a concern.

Mr. Balakrishnan provided a rebuttal to the emails received, stating that the traffic wouldn't substantially impact Pamela Drive. He also stated that home values increase when homes are situated near other homes rather than vacant land.

Ms. Montney asked why the R-3A zoning was sought if the plan is to develop more townhomes. Mr. Balakrishnan stated that it would serve as a buffer between commercial and lower-density residential development. Ms. Simpson affirmed this, stating that R-3A allows for a higher level of development as well, potentially enabling a higher concentration of townhomes in this zoning and allowing townhomes to be built by right.

Chairperson Headean asked whether the plan is to build townhomes only or apartments as well. Mr. Balakrishnan confirmed that the R-3A zoning was sought to build a higher density of townhomes, but that only townhomes are planned at this time. Ms. Montney stated that she thought the location of the proposed R-3A zoning is unsuitable to townhomes.

Mr. Balakrishnan closed his testimony by thanking the Commission and staff and restating that the land has been vacant for many years. The public hearing was closed.

Chairperson Headean called for a motion regarding the Findings of Fact as presented in the staff report. Ms. Montney expressed her disagreement with the Findings. Mr. Boyle clarified that the criteria in rezoning cases are considered a weighing decision. Chairperson Headean asked Ms. Montney to elaborate on her disagreement prior to making a motion. Ms. Montney detailed her disagreement with the findings by item, stating that steady development has occurred in this area, that high density residential development is unsuitable given the present development, and that Bloomington's unit vacancy rate does not suggest a need for additional multi-family development. She added her concerns regarding the potential for additional traffic generated and the impact on the school systems and the neighboring Sapphire Lake subdivision.

Ms. Kelly asked whether Ms. Montney was responding to the petitioner's Findings of Fact or staff's Findings of Fact. Ms. Montney said she was not sure. Mr. Boyle inquired as to whether Ms. Montney's disagreement is with the proposal as a whole or with the R-3A rezoning in particular. Ms. Montney confirmed that the R-3A zoning is her primary concern.

Chairperson Headean asked for clarification on the next steps in the event that the rezonings were to be approved. Ms. Simpson explained the approval process, including potential action by the Zoning Board of Appeals and City Council. Chairperson Headean restated that the Commission would not be voting on townhomes, which have not yet been formally proposed, but on the rezoning themselves.

Mr. Boyd argued that the vote centers around whether commercial or residential zoning would cause existing problems like traffic to be better or worse in the future. He made a motion to adopt the Findings of Fact as presented by staff. The motion was seconded. Chairperson Headean called for disputing comments. Ms. Montney asked whether his argument regarding traffic patterns is based on what development is currently existing in the area versus what development could take place there. He affirmed that he is voting based on a longterm view of the potential development in the area.

Mr. Mohr stated that he would vote no on the motion because of his desire to discuss points raised by Ms. Montney and the public.

Roll call vote: Mr. Stanczak - Yes, Mr. Danenburger - Yes, Mr. Boyd - Yes, Mr. Muehleck - Yes, Mr. Krieger - Yes, Mr. Mohr - No, Ms. Montney - No, Chairperson Headean - Yes. The motion carried (6-2-0)

Chairperson Headean called for additional discussion of resident concerns. Mr. Mohr stated his agreement with Mr. Boyd regarding traffic patterns and argued that streets like Norma and Pamela Drives are constructed in a way that does not discourage motorists from speeding, likely contributing to the residents' sense of feeling unsafe. Mr. Stanczak stated that he viewed the vote as being oriented around what could be developed at the subject sites rather than what is presently developed at the subject sites.

Ms. Montney inquired as to whether it would be possible to deny the proposed R-3A rezoning separately. She made a motion to deny the proposed the R-3A rezoning. No second was provided. The motion was not passed.

Mr. Boyd made a motion to approve the rezoning of 6.06 acres of the Hawthorne Commercial Subdivision from B-1 General Commercial District to R-2 Mixed Residence District and R-3A Medium Density Multiple Family Residence District. Mr. Muehleck seconded the motion. Chairperson Headean offered the opportunity for objections to the motion to be restated. Ms. Montney stated that her objection is to the purported need for R-3A zoning and to the Findings of Fact. Roll call vote: Mr. Stanczak - Yes, Mr. Danenburger - Yes, Mr. Boyd - Yes, Mr. Muehleck - Yes, Mr. Krieger - Yes, Mr. Mohr - Yes, Ms. Montney - No, Chairperson Headean - Yes. The motion passed (7-1-0)

CITY OF Bloomington ILLINOIS

CONSENT AGENDA ITEM NO. 8.AA

FOR COUNCIL: April 12, 2021

SPONSOR: Economic & Community Development Department

WARD IMPACTED: Ward 2

SUBJECT: Consideration and action on an Ordinance Approving a Zoning Map Amendment for Property Commonly Located Along South Beich Road, and North of Fuller Court, Approximately 10.54 Acres from R-1C Single-Family Residential District to R-4 Manufactured Home Park District, as requested by the Economic & Community Development Department.

RECOMMENDED MOTION:
The proposed Ordinance be approved.

STRATEGIC PLAN LINK:
-Goal 4. Strong Neighborhoods

STRATEGIC PLAN SIGNIFICANCE:
-Objective 4d. Improved neighborhood infrastructure

BACKGROUND: The subject property is located toward the southwest side of the City's municipal limits. It is bordered on the east by the Route 66 bike trail, Beich Road, and US 55. It is bordered on the west by the Union Pacific Railroad. The property is approximately 10.54 acres and zoned R-1C, Single-Family Residential District. The subject property is vacant and undeveloped. The property was annexed into the corporate limits in 1999, and zoned M-1 Restricted Manufacturing, R-3B High-Density Multi-family Residential, and R-4 Manufactured Home Park District. In 2004, the property was acquired by Habitat for Humanity and rezoned to R-1C Single-family Residential District. The R-1C District allows for up to 8 units per acre.

The petitioner is requesting the map amendment to change the property from R-1C to R-4, Manufactured Home Park District. The District allows a density of 10 units per acre. Further, the District allows for a clustering of Manufactured Homes located on a single-lot, accessed by an interior street system. The subject property is adjacent to other R-1C, R-4 and R-2 Mixed Residence Properties. The Comprehensive Plan identifies the subject property as medium density residential with an anticipated density of 8-20 units per acre. The proposed zoning aligns with the future land use map of the Comprehensive Plan. A list of permitted uses in the R-4 District is available online at https://ecode360.com/34414681.

The Planning Commission held a public hearing on the requested amendment on February 10, 2021. The Commission determined that more information was needed. The case was tabled until the March 10, 2021 Regular Commission meeting, at which time the Commission found the map amendment to be in the best interest of the City and not solely for the benefit of the applicant/developer. The Planning Commission recommended approval of the map amendment by vote of 6-0-0. The recommendation is consistent with the staff recommendation.

The Planning Commission packet from February 10, 2021 is available online at https://www.cityblm.org/Home/ShowDocument?id=25838. The packet from the March 10, 2021 meeting is also online at https://www.cityblm.org/Home/ShowDocument?id=25980. Recordings of both public meetings are available for review online at www.cityblm.org/live. Minutes from both meetings are attached to this memo.

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 since delay could negatively impact this investment in our community.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: The Planning Commission held a public hearing on Wednesday, February 10, 2021. The City published notice of the hearing in *The Pantagraph* on Monday January 25, 2021. Courtesy notices were mailed to 61 property owners within 500 feet of the subject property. City staff placed a large metal notification sign on the property. The item was tabled at the February 10, 2021 meeting to allow staff to provide additional research on other manufactured home parks in the community. Meeting minutes are attached to this report. The public hearing reconvened at the March 10, 2021 Regular Planning Commission meeting. The applicant and one additional person spoke in favor of the petition. One person spoke against the petition. Staff received three emails in opposition to the requested amendment. Meeting minutes are attached to this report.

FINANCIAL IMPACT: The proposed map amendment will allow for investment and redevelopment of vacant property adding to the city's tax base and potentially increasing future revenues for the city.

COMMUNITY DEVELOPMENT IMPACT: The Comprehensive Plan's Future Land Use map identifies the subject property as medium- density residential. The property is classified as a Tier-1 Infill Redevelopment Priority on the Land Use Priorities map. The proposed map amendment promotes the following goals and objectives of the Bloomington Comprehensive Plan: H.1 Ensure the availability of safe, attractive and high-quality housing stock to meet the needs of all current and future residents of Bloomington. H-1.1 Ensure that the housing to accommodate the new growth is a broad range (of type, size, ages, densities, tenancies, and costs) equitably distributed throughout the City recognizing changing trends in age-group composition, income, and family-habits.

Respectfully submitted for Council consideration.

Prepared by: Katie Simpson, City Planner

Reviewed by:

Melissa Hon, Economic and Community Development Director 4/4/2021

Chris Tomerlin, Budget Manager 4/5/2021

George Boyle

George Boyle, Assistant Corporation Counsel 4/6/2021

Tara Henry, Legislative Assistant 4/7/2021

Recommended by:

Tim Gleason, City Manager

Attachments:

- E&CD 5B Ordinance _ Zoning Map Amendment Z-03-21
- E&CD 5C PC Minutes 031021 _Z-03-21
- E&CD 5D PC Minutes 021021_Z-03-21

ORDINANCE NO. 2021 - _____

AN ORDINANCE APPROVING A ZONING MAP AMENDMENT FOR PROPERTY COMMONLY LOCATED ALONG SOUTH BEICH ROAD, AND NORTH OF FULLER COURT, APPROXIMATELY 10.54 ACRES, FROM R-1C SINGLE-FAMILY RESIDENTIAL DISTRICT TO R-4 MANUFACTURED HOME PARK DISTRICT

WHEREAS, there was heretofore filed with the Economic & Community Development Department of the City of Bloomington, McLean County, Illinois, a petition requesting to rezone the property commonly described as ten and fifty-four-hundredths acres located along south Beich Road, and north of Fuller Court (PINs: 21-19-201-014; 21-19-201-015; and 21-19-201-014), 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 Residence District to R-4 Manufactured Home Park District and adopted findings of fact on the same; and

WHEREAS, the Bloomington Planning Commission found the requested rezoning to be in the public interest and not solely for the benefit of the applicant, using the 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 R-4 Manufactured Home Park District; 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:

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

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

3. The petition requesting to rezone the property commonly described as ten and fifty-four hundredths acres located along south Beich Road, and north of Fuller Ct (PINs: 21-19-201-014; 21-19-201-015; and 21-19-201-014), legally described in Exhibit A which is attached hereto and made part hereof by this reference, from R-1C Single Family Residence District to R-4 Manufactured Home Park District is hereby approved.

4. This Ordinance shall be in full force and effective as of the time of its passage and approval.

PASSED this 12th day of April 2021.

APPROVED this _____ day of April 2021.

CITY OF BLOOMINGTON

_____
Tari Renner, Mayor

ATTEST

_____
Leslie Smith-Yocum, City Clerk

EXHIBIT A

Legal Description

Part of Lots 1, 2, 3 and 4 in the Subdivision of Section 19, being part of the lands subdivided for the Estate of William King, deceased, recorded in Chancery Record 7, Page 275 in the Office of the Clerk of the Circuit Court of Mclean County, Illinois, and part of Lot 6 in Industrial Park Subdivision, all in Township 23 North, Range 2 East of the Third Principal Meridian, City of Bloomington, Mclean County, Illinois, more particularly described as follows: Beginning at the northeast corner of Resubdivision of Founder's Square Subdivision on the westerly right of way line of F.A.I. Route 55; thence N.52°-05'-18"W. 1003.15 feet to the northwest corner of said Resubdivision of Founder's Square Subdivision on the easterly right of way line of the Southern Pacific Railroad as conveyed in Deed Book 254 Page 62 in the Mclean County Recorder of Deeds Office; thence N.24°-11'-0?"E. 39.50 feet on said easterly right of way line of the Southern Pacific Railroad; thence northeasterly 329.65 feet on a non-tangential curve concave to the northwest having a central angle of 14°-31'-43", a radius of 1300.00 feet and a chord of 328.76 feet bearing N.78°-46'-46"E. from the last described course to a point of compound curve; thence northeasterly 238.66 feet on a curve concave to the northwest having a central angle of 19°-32'-06", a radius of 700.00 feet and a chord of 237.51 feet bearing N.61°-44'-51"E. from the chord of the last described arc; thence N.51°-58'-48"E. 57.48 feet; thence S.52°-05'-18"E. 687.55 feet to the westerly right of way line of F.A.I. Route 55 as conveyed by a Warranty Deed recorded as Document No. 72-9376 in the Mclean County Recorder of Deeds Office; thence S.37°-54'-03"W. 237.45 feet on said westerly right of way line of F.A.I. Route 55 as conveyed in Document No 72-9376 and on the westerly right of way line of F.A.I. Route 55 as conveyed by a Trustee's Deed recorded as Document No. 72-5947 in the Mclean County Recorder of Deeds Office; thence S.43°-36'-42"W. 100.50 feet on said right of way line as conveyed in Document No. 72-5947; thence S.37°-54'-03"W. 100.00 feet on said right of way line; thence S.33°-19'-37"W. 122.94 feet on said right of way line to the Point of Beginning containing 10.54 acres, more or less, with assumed bearings given for description purposes only.

PINS: 21-19-201-014; 21-19-201-015; 21-19-177-016.

B. Z-03-21 Public hearing, review, and action on a petition submitted by Robert Vericella, RJV Construction requesting a zoning map amendment from R-1C Single-Family Residential District to R-4, Manufactured Home Park for the property located along south Beich Road, and north of Fuller Ct, 10.54 acres, PINs:2119201014, 2119201015, and 2119177016 (Ward 2) Tabled from 2.10.21 regular Planning Commission meeting.

Ms. Simpson stated that staff would be recommending approval of the requesting rezoning and summarized the zoning and locational context of the site. Since the previous presentation of this case, additional information regarding the property values of single-family homes within 500 feet of R-4 and R-1H zoning was obtained, showing that property values have increased on average within the last five years.

Mr. Vericella was sworn in for testimony. He stated that his development would not be a mobile home park, but a series of manufactured homes on slab foundations comparable to Prairie Place. He brought up the current scarcity of homes within the price range he is proposing due to the cost of building materials, which he cited as the impetus for developing manufactured homes instead. He lastly mentioned the time and money he has invested into the proposed project.

Mr. Joseph Taylor was sworn in for testimony. He again spoke against the petition, stating his belief that buying a home in this area is a wiser financial decision than renting. He also mentioned the lack of public transit or recreation within the area and stated that most R-4 Districts are located near commercial rather than residential areas. Chairperson Headean asked whether Mr. Taylor's concern is based in the fact that he is a neighbor of the proposed development or in his own experience with mobile home parks. Mr. Taylor answered that both are factors.

By way of rebuttal, Mr. Vericella stated that there is no correlation between the type of construction and level of maintenance that takes place. He summarized price discrepancies between his proposed development and Prairie Vista as well as those between the lot rental and property taxes for homeowners.

Mr. Stanczak asked whose responsibility maintenance of the manufactured homes is. Mr. Vericella said it would be the responsibility of the homeowners but that residents would be held to standards for property maintenance.

An email in opposition to the proposed rezoning was entered into the record.

Regarding concerns over recreation, Mr. Vericella mentioned the green space requirements of any development. In response to transit and walkability, he stated that these are considerations for any development and beyond his control.

The public hearing was closed. Another member of the public indicated their desire to speak at City Hall. Chairperson Headean reopened the public hearing.

Jenny Vericella was sworn in for testimony. She stated that Bloomington Township has plans for the redevelopment of the area adjacent to the subject property.

Mr. Boyd motioned to adopt the findings of fact as presented by staff. Mr. Stanczak seconded. Roll call vote: Mr. Stanczak - Yes, Mr. Danenberger - Yes, Mr. Boyd - Yes, Mr. Krieger - Yes, Ms. McCann - Yes, Chairperson Headean - Yes. The motion carried. (6-0-0)

Mr. Boyd motioned to recommend approval of the rezoning. Mr. Krieger seconded. Roll call vote: Mr. Stanczak - Yes, Mr. Danenberger - Yes, Mr. Boyd - Yes, Mr. Krieger - Yes, Ms. McCann - Yes, Chairperson Headean - Yes. The motion carried. (6-0-0)

Attendee Name	Title	Status
Ms. Megan Headean	Chair	Present
Mr. Tyson Mohr	Vice Chair	Present
Mr. Justin Boyd	Commissioner	Present, joined at 4:53 PM
Mr. Thomas Krieger	Commissioner	Present
Ms. Megan McCann	Commissioner	Present
Mr. Mark Muehleck	Commissioner	Absent
Mr. David Stanczak	Commissioner	Present
Ms. Sheila Montney	Commissioner	Present
Mr. John Danenberger	Commissioner	Present
Mr. George Boyle	Assistant Corporate Counsel	Present
Mr. Craig McBeath	Information Systems Director	Present
Ms. Katie Simpson	City Planner	Present
Ms. Kimberly Smith	Assistant Economic & Community Development Director	Present
Ms. Caitlin Kelly	Assistant City Planner	Present

REGULAR AGENDA

Note, due to COVID-19 social distancing considerations, this meeting is held virtually. Those wishing to testify or comment remotely regarding a public hearing listed below must register at https://www.cityblm.org/register at least 15 minutes prior to the start of the meeting.

A. Z-03-21 Public hearing, review, and action on a petition submitted by Robert Vericella, RJV Construction (919 W. Mulberry Bloomington, IL 61701), requesting a zoning map amendment for 10.54 acres (owned by Habitat for Humanity) commonly located along south Beich Road and north of Fuller Ct from R-1C Single-Family Residential District to R-4, Manufactured Home Park.

Chairperson Headean called for the staff report. Ms. Simpson explained that staff would recommend in favor of the rezoning. The site is vacant and identified as a Tier 1 Infill priority as well as a potential site for medium-density housing by the Comprehensive Plan.

The petitioner, Bobby Vericella, was sworn in for testimony. He asserted that the rezoning's impact on the surrounding neighborhood would not be any different from a standard residential development.

Joe Taylor was sworn in for comment. He disputed the application's premise regarding the provision of affordable housing. He also spoke to the long-term financial difficulties he believes are inherent to owning a manufactured home and the impacts they have on neighboring residential property values.

Mr. Mohr asked whether Mr. Taylor is aware of any manufactured home parks in town that have followed the downward trajectory he described. He said that as he is from out of state, he is not familiar with mobile home parks in the Bloomington area.

Mr. Stanczak asked whether the lack of fee interest in the leased land had any impact on the maintenance conditions of mobile home parks. Mr. Taylor answered that he believed it encouraged a deterioration in the property conditions and values. Mr. Stanczak asked whether, in his experience, the conditions of the mobile home park continued to deteriorate after the owner repurchased poorly maintained homes. Mr. Taylor did not specifically tie the conditions of the park to the ownership status of the park or its properties.

Ms. Simpson entered an email asking for clarification on certain aspects of the proposed project into the record.

By way of rebuttal, Mr. Vericella explained the degree of research he has done on managing a mobile home park and the financial assistance available to prospective buyers of mobile homes. He clarified that the lease included in the application is a sample. Mr. Vericella went on to state that the homes would fill a needed gap for both young adults and elderly people looking to downsize their houses. Regarding lot rent, he said there are strict regulations as to whether the rent can increase, making it unlikely in his view that residents would be priced out.

Chairperson Headean closed the public hearing. Mr. Mohr asked what the benefit of R-4 zoning rather than R-1H zoning would be in this case. Ms. Simpson explained that R-1H allows for individual, owner-occupied lots where R-4 zoning allows for more of a park-like configuration. Mr. Mohr stated his opinion that Mr. Taylor presented a compelling financial argument but expressed his belief that its implications are beyond the scope of the Commission.

Mr. Boyd joined the meeting at 4:53 PM.

Mr. Stanczak stated that because the R-4 zoning permits the configuration Mr. Taylor described, he questioned the degree to which the rezoning would be to the public's benefit.

Mr. Mohr repeated his question about other mobile home parks in town to Ms. Simpson. Ms. Simpson mentioned Prairie Place, a mobile home park located just to the south of the subject property.

Mr. Stanczak motioned to approve the findings of fact with the exception of items 9 and 10. Mr. Krieger seconded. Roll call vote: Roll call vote: Mr. Stanczak - Yes, Mr. Danenburger - Yes, Mr. Boyd - Abstain, Mr. Krieger - Yes, Mr. Mohr - Yes, Ms. Montney - Yes, Ms. McCann - Yes, Chairperson Headean - Yes. The motion carried. (7-0-1)

Mr. Stanczak motioned to recommend a denial of the petition. Ms. Montney seconded. Mr. Mohr expressed a feeling of confliction regarding the motion. Ms. Montney agreed. Mr. Stanczak rescinded his motion to deny the petition.

Mr. Mohr motioned to table the decision to the March 10th date in hopes of gaining more information about the project and about manufactured home parks more generally. Mr. Stanczak seconded. Chairperson Headean asked staff to research how other ownership/leasing patterns of R-4 districts are laid out, as well as what impact on property values they may have. Mr. Mohr asked staff to compare the proposed project to the surrounding land use context of other R-4 districts. Mr. Stanczak asserted that such a comparison would aid in making a determination regarding the proposed project. Roll call vote: Mr. Stanczak - Yes, Mr. Danenburger - Yes, Mr. Boyd - Abstain, Mr. Krieger - Yes, Mr. Mohr - Yes, Ms. Montney - Yes, Ms. McCann - Yes, Chairperson Headean - Yes. The motion carried. (7-0-1)

B. PS-01-21 Public hearing, review, and action on a petition submitted by Robert Vericella, RJV Construction, requesting approval of a preliminary development plan for a planned unit development (PUD) for a Residential Manufactured Home Park on approximately 10.54 acres (owned by Habitat for Humanity) commonly located along south Beich Road, and north of Fuller Ct. Chairperson Headean called for the staff report. Ms. Simpson stated that staff recommended in favor of the requested zoning map amendment.

Mr. Mohr motioned to table discussion of the item to March 10th. Mr. Stanczak seconded. Roll call vote: Mr. Stanczak - Yes, Mr. Danenburger - Yes, Mr. Boyd - Yes, Mr. Krieger - Yes, Mr. Mohr - Yes, Ms. Montney - Yes, Ms. McCann - Yes, Chairperson Headean - Yes. The motion carried (8-0-0).

OLD BUSINESS
No items.

NEW BUSINESS

A. General Discussion on the Veterans Parkway Alternate Configurations
- Project Website: Veterans Parkway Outreach

Chairperson Headean announced that discussion on this item would be held at a joint meeting of the Planning and Transportation Commissions immediately following the adjournment of the Planning Commission meeting.

ADJOURNMENT

Mr. Boyd motioned to adjourn. Mr. Danenberger seconded. All were in favor. The meeting was adjourned at 5:06 PM.

CITY OF Bloomington ILLINOIS

CONSENT AGENDA ITEM NO. 8.AB

FOR COUNCIL: April 12, 2021

SPONSOR: City Clerk Department

WARD IMPACTED: Ward 8

SUBJECT: Consideration and action to approve the Application of MBD BROS, LLC, d/b/a Iron Coyote Challenge Park, located at 4113 E. Oakland Ave., requesting a change in classification from a Class RBS (Restaurant, Beer and Wine Only, and Sunday Sales) to a Class EAS (Entertainment, All Types of Alcohol, and Sunday Sales) Liquor License, as requested by the City Clerk Department.

RECOMMENDED MOTION:
The proposed Change in Liquor License Classification be approved.

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: Iron Coyote Challenge Park, Applicant, currently holds a Class RBS (Restaurant, Beer and Wine Only, and Sunday Sales) liquor license, which allows for the sale of beer and wine by the glass for consumption on premises seven days a week for consumption on the Mezzanine Level of the business only.

On March 9, 2021 the Applicant appeared before the Liquor Commission to request increasing their liquor license classification to a Class EAS (Entertainment, All Types of Alcohol, and Sunday Sales). See the minutes attached. The Applicant believes the entertainment classification is better suited for the establishment because a restaurant liquor license classification deems liquor sales as "incidental to the principal purpose of the sale of food" (§ 6-112(16)) requiring the licensed business to maintain "gross sales on the premises in an amount less than the gross sales of food" (§ 6-112(16)). An entertainment liquor license classification is designed for establishments whose primary function is being an entertainment or recreational sports venue. For an entertainment classified license "gross sales of alcoholic liquor constitute no more than 40% of the licensee's total gross sales" (§ 6-112(3)). The Applicant is committed to continuing to limit alcohol consumption to the Mezzanine Level of the business and only to individuals not participating in activities or who have finished participating. For these reasons the Applicant made the change in classification request and the Liquor Commission unanimously approved the item be sent to the Council with a positive recommendation.

All license creations, amendments, or transfers are contingent upon compliance with all building, health, and safety codes.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: In accordance with City Code, on February 27, 2021 a public notice was published in *The Pantagraph* and 16 notices were mailed to the properties adjacent to the business. The applicant also appeared before the Liquor Commission on March 9, 2021.

FINANCIAL IMPACT: The current annual license fee for a Class RBS liquor license is $1,350 and $2,950 for a Class EAS liquor license. License fees are recorded in the Non-Departmental Liquor Licenses account (10010010-51010). Stakeholders can locate this in the FY 2021 Budget Book titled "Budget Overview & General Fund" on page 124. 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: N/A

Respectfully submitted for Council consideration.

Prepared by: Amanda Mohan, Deputy Clerk

Reviewed by:

Leslie Yocum, City Clerk 4/7/2021

Chris Tomerlin, Budget Manager 4/7/2021

Jeffrey R. Jurgens, Corporation Counsel 4/7/2021

Tara Henry, Legislative Assistant 4/7/2021

Recommended by:

Tim Gleason, City Manager

Attachments:

- CLK 3B Liquor License Application_Iron Coyote (Class Change to EAS)_Redacted
- CLK 3C 03-09-2021 DRAFT Liquor Commission Minutes_Iron Coyote

February 10, 2021

City Clerk Requirement Verification Memo

To: Liquor Commission

Re: Legal Name: MBD Bros, LLC

D/B/A Name: Iron Coyote Challenge Park

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 Organization
- Certificate of Good Standing with the State of Illinois
- Financial Information for the Establishment
- A Lease between Sweetpea 31, LLC and MBD Bros, LLC. for the term 07/01/2019 to 06/30/2024
- Certificate of Liability Insurance (DRAM Shop) (on file)
- Liquor Bond in the amount of $2,000 (on file)

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
Deputy City Clerk

Liquor License Application

Applicant Business Contact Information: *Please fill in your business information completely and legibly.*

Legal Entity Name (Corporate/LLC Name)	MBD BROS, LLC
Doing Business As (DBA) OR **Establishment Name** *(Assumed names must be registered with the State of Illinois)*	Iron Coyote Challenge Park
Legal Entity Address *(including City, State, and Zip)*	4113 E Oakland ave Bloomington, IL 61704
Legal Entity Phone Number	3092057500
Legal Entity Email Address	erin@ironcoyotepark.com
Establishment Address including Zip	4113 E Oakland ave Bloomington, IL 61704
Establishment Phone Number	3092057500
Establishment Email Address	Erin@ironcoyotepark.com
***Email Address for ALL City Communications:**	erin@ironcoyotepark.com

Note, that **all City communications related to this Application and/or the resulting license, if approved, will be sent by email to the email designated for **all** City Communications. It is the responsibility of the business to notify the City of any changes.*

BELOW PLEASE LIST THOSE RESPONSIBLE FOR LICENSING THE ESTABLISHMENT

Primary Contact:

Name (First & Last)	**City**	**State**	**Zip**
Erin Williams	Normal	IL	61761
Phone Number	**Email Address**		
[redacted]	[redacted]		

Contact Information for the Legal Entity's Agent: *(If applicable)*

Name (First & Last)	**City**	**State**	**Zip**
Michael Williams	Normal	IL	61761
Phone Number	**Email Address**		
[redacted]	[redacted]		

Contact Information for the Establishment's General Manager: *(If different than above)*

Name (First & Last)	**City**	**State**	**Zip**
Phone Number	**Email Address**		

Applicants should review Chapter 6: Alcoholic Beverages (https://ecode360.com/34403863) of the Bloomington City Code for all requirements, obligations and information on liquor licensing.

Liquor License Fee Chart

Class	Description	2020 Fees		2021 Fees	
		Semi	Annual	Semi	Annual
PA	Package Sales – All Types of Liquor *(Fee applies to all except CA, EA, RA, or TA)*	$600	$1,200	$650	$1,300
PB	Package Sales – Beer and Wine Only	$450	$900	$500	$1,000
	*(Package Sales fee for CB, EB, RB, or TB, but **no** Package Sales fee applies to CA, EA, RA, or TA)*	$112.50	$225	$150	$300
S	Sunday *(Fee applies to all except CA & CB)*	$275	$550	$300	$600
	Curbside Pick-Up and Delivery of Alcohol	-	-	-	-
	Outdoor Consumption Area	-	-	-	-

Liquor License Fee Chart (cont.)					
		2020 Fees		2021 Fees	
Class	Description	Semi	Annual	Semi	Annual
CA	Clubs – All Types of Liquor	$1,200	$2,400	$1,350	$2,700
CB	Clubs – Beer and Wine Only	$400	$800	$450	$900
EA	Entertainment/Recreational Sports Venue – All Types of Liquor	$1,200	$2,400	$1,350	$2,700
EB	Entertainment/Recreational Sports Venue – Beer and Wine Only	$400	$800	$450	$900
GPB	Convenience Store (Package) – Beer and Wine Only	$450	$900	$500	$1,000
MA	Hotel/Motel – All Types of Liquor	$600	$1,200	$650	$1,300
MB	Hotel/Motel – Beer and Wine Only	$375	$750	$425	$850
RAP	Restaurant, All Types of Liquor, and Package Sales	$1,200	$2,400	$1,350	$2,700
RBP	Restaurant, Beer & Wine Only, and Package Sales	$512.50	$1,025	$750	$1,200
RA	Restaurant – All Types of Liquor	$1,200	$2,400	$1,350	$2,700
RB	Restaurant – Beer and Wine Only	$400	$800	$450	$900
ST	Stadium – All Types of Liquor	$1,200	$2,400	$1,350	$2,700
TAP	Tavern, All Types of Liquor, and Package Sales	$1,200	$2,400	$1,350	$2,700
TBP	Tavern, Beer and Wine Only, and Package Sales	$512.50	$1,025	$750	$1,200
TA	Tavern – All Types of Liquor	$1,200	$2,400	$1,350	$2,700
TB	Tavern – Beer and Wine Only	$400	$800	$450	$900

The questions contained in this Application apply equally to all business owners, partners, officers, or members of the applicant business. If more space is needed to answer any question completely, please attach the additional information.

Status of Business Information:

1. Check the applicable box which corresponds to your business's filing with the Illinois Secretary of State.

☐ **Sole Proprietorship**

☐ **Partnership** (Date of Formation: _____)

☐ **Limited Liability Company** (LLC)
A copy of the Articles of Organization must be attached.

☐ **Corporation** (Inc. or Corp.)
A copy of the Articles of Incorporation must be attached.

2. Attach a list including the name, age, address, and percent of ownership/stock for each owner/partner/member.

3. ☐ Yes ☐ No ☐ N/A **If Applicant is a Corporation or LLC:** Is any individual owning more than 5% of stock in the applicant business ineligible to hold a liquor license for any reason other than citizenship or residence? *If yes, please identify the individual(s) and explain:* _____

Business Owner/Operator: ***(Please circle Yes (Y) or No (N) where applicable.)***

1. I verify that all owners, partners, officers, members, and majority stockholders:
   - ☐ Yes ☐ No Are 21 years of age or older.
   - ☐ Yes ☐ No Are citizens of the United States.
   - ☐ Yes ☐ No Have never been convicted of any felony, or of the violation of any law relating to the prohibition of the sale of alcoholic liquor, or any other crime or misdemeanor (except minor traffic violations).
   - ☐ Yes ☐ No Have never been convicted of a violation of any federal or state law concerning the manufacture, possession, or sale of alcoholic liquor.
   - ☐ Yes ☐ No Have never been convicted of pandering or any other crime opposed to decency and morality.
2. Illinois Liquor Law states the applicant individual must be a resident of the city, village or county in which the premises covered by the license is located. 235ILCS 5/6-2(a)(1)
   - 2A ☐ Yes ☐ No Are any of the persons listed under ownership a resident of McLean County?
   - 2B ☐ Yes ☐ No Is the General Manager a resident of McLean County?
3. ☐ Yes ☐ No Is the General Manager of the establishment unable to hold a liquor license for any reason other than citizenship or residence?
4. ☐ Yes ☐ No Is the establishment located within 100 feet of any church, school, hospital, home for aged, indigent persons, or war veterans and/or their wives or children?

5. ● Yes ☐ No Is the premises for which the license is sought owned?
   5A ● Yes ☐ No If not, does a valid lease to the premises for which the license is sought exist? *If so, a copy of the lease is required.*
   ☐ Yes ● No 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 in connection with the proposed sale of alcoholic beverages? *If yes, please explain:* _____

Nature of License:

1. What type of establishment is intended to be operated with this license? *(e.g. lounge, tavern, restaurant, wine & cheese shop)* Entertainment
2. What class of liquor license is being sought? *(See descriptions beginning on page 1.)* EA
3. ● Yes ☐ No Will the establishment offer Sunday Sales?
4. ☐ Yes ● No Will the establishment offer Curbside Pick-Up & Delivery of Alcohol? *(Package License Holders Only) See City Code Ch. 6 Sec. 32 for more details. https://ecode360.com/34837503*
5. ☐ Yes ● No Will the establishment offer an Outdoor Dining Area?
6. State the reason the applicant desires a liquor license for the establishment: Currently have a RS license and have an increase in desire for Liquor
7. If approved, how would the liquor license benefit the City and its residents? Liquor license benefit the city by generate taxable income and entertainment options for the residents
8. ☐ Yes ● No Will the establishment offer live entertainment in the establishment? *If yes, please explain:*
9. ● Yes ☐ No Will the proposed or current establishment sell food?
10. ● Yes ☐ No Will most of the establishment's gross revenue come from sources other than the sale of alcohol? *If yes, what sources will such revenue be derived?* General Admission, Youth sports, adult fitness, events, and Cafe
11. If approved, what license renewal billing cycle would be preferred? ☐ Annual ● Semi-Annual

Impact of Establishment:

1. What are the proposed hours of operation?

Day	Time Open	Time Close
Monday:	7am	7pm
Tuesday:	7am	12am
Wednesday:	7am	7pm
Thursday:	7am	7pm
Friday:	7am	10pm
Saturday:	7am	10pm
Sunday:	11am	7pm

2. Describe the surrounding neighborhood within 500 ft. of the establishment (e.g. residential, commercial, mixed, etc.) Surrounding neighborhood in industrial commercial area.
   2A. If there are office or commercial buildings nearby, approximately what are their hours of operation? Office and Commercial buildings nearby approximate hours is 8am-5pm
   2B. Is the area predominately residential, are they single or multi-family homes? No residential home near by.
3. Describe any and all streets immediately surrounding the establishment: *(e.g. approximate width, one-way, two-way, parking restrictions, etc.)* No restrictions
4. How much additional traffic is expected to be generated with a liquor license? Iron Coyote expected to generated 10% increase in sales with Liquor license
5. Describe any and all on- and off-street parking: Iron Coyote has a traditional 80 parking spaces
6. How many establishments with liquor licenses are located within 500 ft. of the establishment? Zero

Responsibility:

1. If the establishment **is presently in operation**, attach a financial statement of the establishment's last fiscal year.
2. If the establishment **is not presently in operation**, attach a financial statement showing ownerships personal assets and liabilities (or the entity's assets and liabilities). Verified on State website applicant holds 1A-Retailer license
3. ☐ Yes ● No Is the establishment eligible for a State of Illinois retail liquor dealer's license? ^
4. ● Yes ☐ No Has any owner, partner, officer, member, or majority stockholder ever held a liquor license?
   4A If yes, please explain: Currently have a RB license
5. ☐ Yes ● No If yes, has any owner, partner, officer, member, or majority stockholder ever been found guilty of violating Bloomington's Liquor Ordinance? *If yes, please explain:* _____
6. ☐ Yes ● No Has any owner, partner, officer, member, or majority stockholder ever had a liquor license revoked? *If yes, please explain:* _____
7. ☐ Yes ● No Has a similar application made by any of the persons of ownership ever been denied? *If yes, please explain:* _____
8. ☐ Yes ● No Has any other license type ever been revoked from any owner, partner, officer, member, or majority stockholder? *If yes, please explain:* _____

Please provide any additional information significant to this application:

_____

_____

Additional License Interests:

Are any of the below additional licenses of interest to the establishment?

☐ Yes ● No **Sidewalk Café License** *(Downtown Area Only)* Allows use of public sidewalk for serving food and beverages on the sidewalk immediately adjacent to the establishment.

☐ Yes ● No **Catering Liquor License** *Allows liquor license holders to provide catering services to private parties.*

☐ Yes ● No **Video Gaming License** Allows an establishment to have video gaming terminals and to conduct video gaming on the premises as defined by the Illinois Video Gaming Act.

☐ Yes ● No **Public Dancing License** Allows a for-profit establishment to offer dance privileges to the public.

☐ Yes ● No **Tobacco License** Allows retail sale of any cigar, cigarette, snuff, chewing tobacco, manufactured product of tobacco or tobacco in any form.

Please note that each of the above-mentioned licenses requires a separate application and most require additional documentation. Applications available via the City Clerk Department.

I, the undersigned, swear or affirm that:

1. **I am authorized to sign as an owner, officer, or authorized agent, of the above listed establishment;**
2. **I declare that all the information included in this application, and any attachment hereto, is true and accurate to the best of my information, knowledge, and belief;**
3. **All applicants of the establishment are qualified and eligible to obtain the license applied for;**
4. **I have read and understand the requirements of the City of Bloomington Code pertaining to Chapter 6: Alcoholic Beverages https://ecode360.com/34403863; and**
5. **If approved, I certify in accordance with 235 ILCS 5/6-27.1 and City Code Chapter 6: Section 29, that all employees required to check IDs will become BASSET certified within 120 days of employment, that at least one BASSET Certified employee will be on the premises at all times, that all certifications will be kept on premises, and that all certifications will immediately be made available upon request by any law enforcement personnel.**

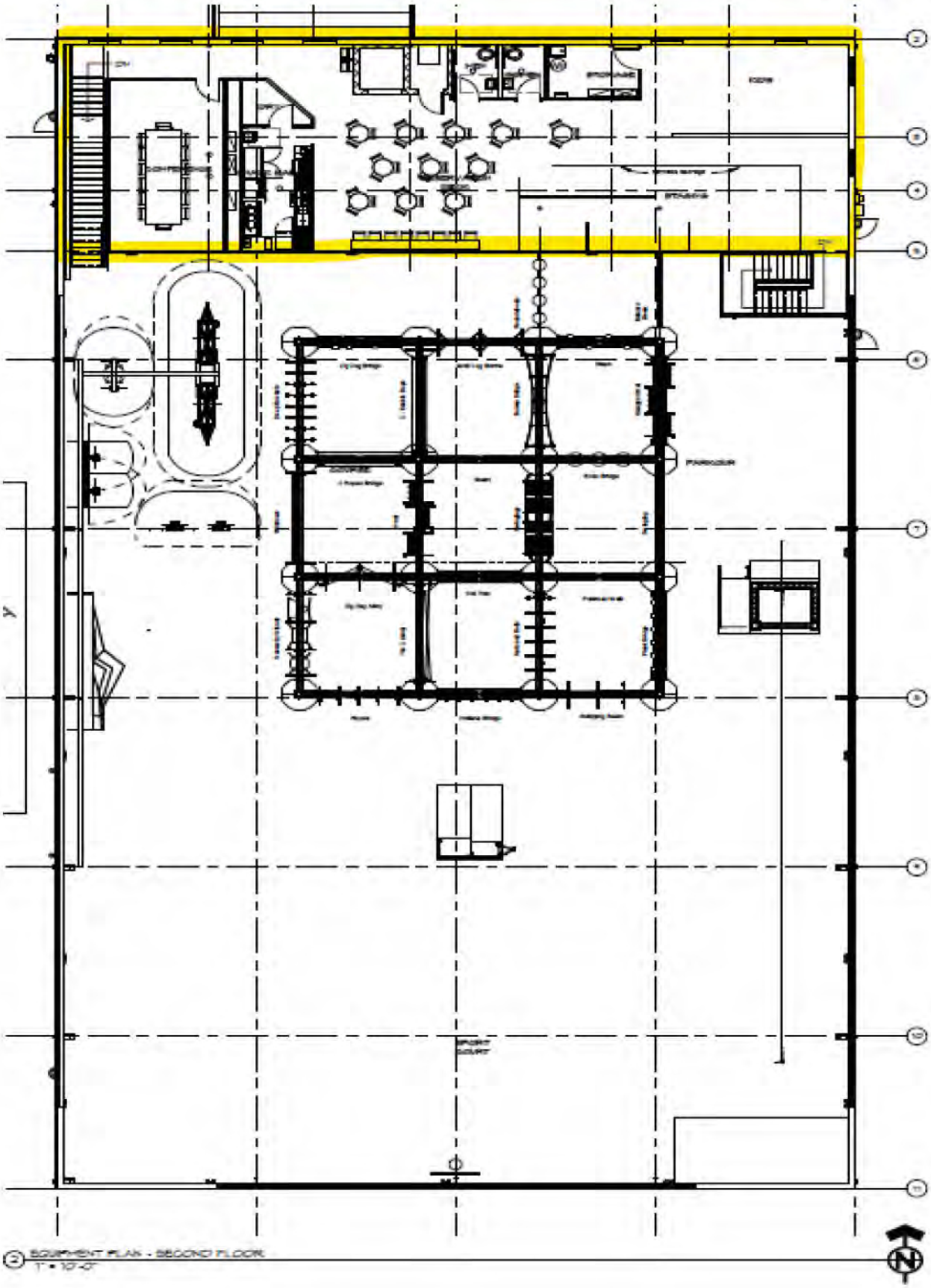
Erin Williams	Owner
Name (Please Print)	**Title**
Erin Williams	Jan 19, 2021
Signature	**Date**

MBD BROS, LLC Owners

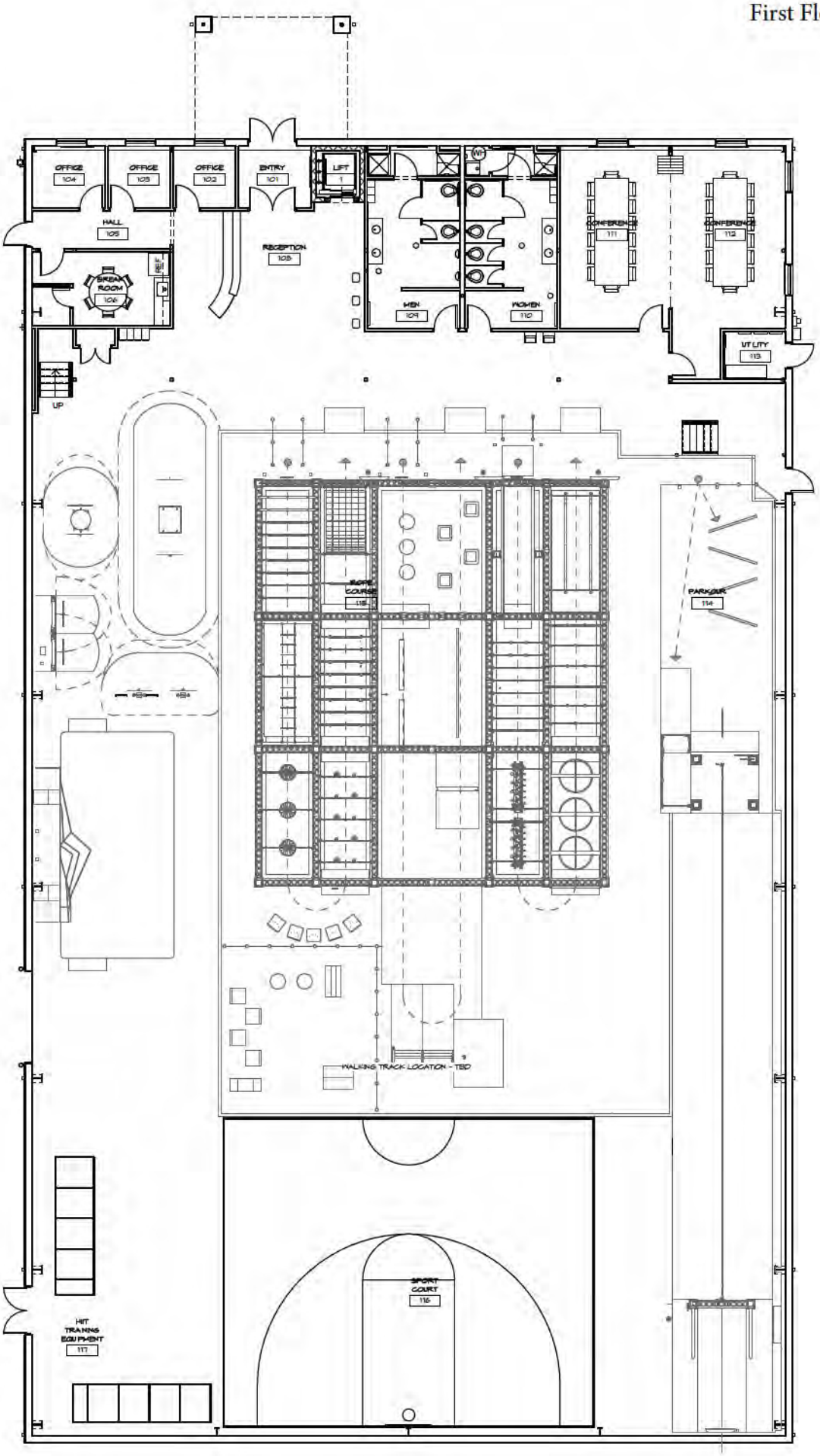
Erin N Williams 50%

Michael D Williams 50%

Iron Coyote
Mezzanine Level (Highlighted)



Iron Coyote
First Floor



Agenda Item 4B. Consideration and action to approve Minutes from the February 9, 2021 Regular Liquor Commission Meeting, as requested by the City Clerk Department.

Regular Agenda

The following item was presented:

Agenda Item 5A. Public Hearing and action on the request from MBD BROS, LLC, d/b/a Iron Coyote Challenge Park, located at 4113 E. Oakland Ave., requesting a change in classification from a Class RBS (Restaurant, Beer and Wine Only, and Sunday Sales) to a Class EAS (Entertainment, All Types of Alcohol, and Sunday Sales) liquor license, as requested by the City Clerk Department.

Commissioner Renner introduced the item and asked George Boyle, Assistant Corporation Counsel, to provide additional comments.

Mr. Boyle stated that the Legal Department had no concerns. He then cited the Chapter 6 of the City Code as it related to the change in classification of a liquor license. He then explained the requested change of classification from a Class RBS liquor license where the main focus was a restaurant that offered beer and wine only to an Class EAS liquor license where the main focus of the establishment was entertainment that offered all types of alcohol. He stated that no violations had been issued to Iron Coyote Challenge Park ("Iron Coyote").

Commissioner Renner explained the history behind the entertainment liquor license classification.

Erin Williams, Co-Owner of Iron Coyote, after being sworn, asked her partner Derek Williams to explain their request.

Derek Williams, Co-Owner of Iron Coyote, after being sworn, addressed the Commission and explained the establishment currently offered beer and wine to customers but had received requests for mixed drinks throughout their events. As a result, they brought in an outside vendor to offer mixed drinks to their customers. Mr. Williams stated that they preferred to move the service in house.

Commissioner Jordan asked the reasoning for the classification increase. Mr. Williams reiterated his statements above.

Commissioner Jordan asked if all employees who served alcohol were BASSET trained. Mr. Williams confirmed.

Commissioner Jordan asked if the license was in both Derek and Erin Williams name. Mr. and Mrs. William confirmed the license was in both of their names.

Commissioner Jordan asked the impact on sales if the increased license was approved. Mr. Williams restated that they would rather bring the alcohol sales in-house as opposed to a third party and then explained the ability to offer all types of alcohol was purely for convenience.

Commissioner Jordan asked if Iron Coyote Challenge Park offered video gaming or had interest in video gaming. Mr. Williams responded that they did not offer video gaming, but they had discussed it.

Commissioner Renner stated that the City of Bloomington had issued the allotted number of video gaming licenses.

Commissioner Meister expressed support and understood the desire to change the liquor license classification.

Commissioner Meister motioned, seconded by Commissioner Renner, to approve the change in classification as presented.

Mr. Boyle asked for additional detail on why the establishment classified under sports and entertainment. Mr. Williams responded that their facility was a Ninja Warrior-style gym where customers completed obstacles. A ropes course is suspended above where customers wore a harness to complete a ropes obstacle course in the air. Mr. Williams mentioned that customers cannot consume alcohol and participate in the obstacle courses.

Mr. Boyle asked how staff kept the alcohol separate from those who participated in the obstacle courses. Mr. Williams stated that most requests were received from parents whose children participated in the obstacle courses.

Commissioner Renner compared the establishment loosely to Chuck E. Cheese.

Commissioner Jordan asked for additional detail on Mr. Boyle's question of how staff kept the alcohol separate from participants. Mr. Williams explained Iron Coyote's wristband system where all obstacle course participants received a wristband and if a customer wanted to consume alcohol, staff would cut the wristband off and the participant would no longer be allowed to participate in the obstacle courses.

Commissioner Renner directed the Clerk to call roll which resulted in the following:

AYES: Jordan, Meister, Renner

Motion carried.

Commissioner Renner confirmed with Amanda Mohan, Deputy City Clerk, that the application would then appear on the first City Council meeting in April.

The following item was presented:

Agenda Item 5B. Public Hearing and action on the request from Casper Brewing Company, LLC, d/b/a Casper Brewing Company, to be located at 3807 Ballybunion Rd., requesting a Class TBPS (Tavern, Beer and Wine Only, Package and Sunday Sales) liquor license, as requested by the City Clerk Department.

David Casper, Applicant and Owner of Casper Brewing Company, after being sworn, address the Commission. He explained his business model as a family-friendly brewery where parents would be encouraged to bring their children. He explained that parents would be able reconnect while they kept an eye on their children who would participate in provided activities. He stated that Bloomington did not have an establishment like the one he proposed.

Commissioner Jordan expressed concerns about the children focused atmosphere. Mr. Casper responded that the focus on children was only to provide them with activities while parents had a beverage. He provided an example of a sicario where he and his wife went out to dinner and had to leave early because their two-year old had a meltdown if the children had more to do, the parents could stay and enjoy themselves for a longer period of time.

Commissioner Jordan reiterated his concern that the focus was on children and parents could consume if they chose and was not supportive. Mr. Casper clarified that the targeted market was parents of children who wanted to drink and happened to bring their children with them to the establishment.

Commission Jordan asked the seating capacity for the establishment and asked the amount of space the children's activities would occupy. Mr. Casper responded there was a

CITY OF Bloomington ILLINOIS

CONSENT AGENDA ITEM NO. 8.AC

FOR COUNCIL: April 12, 2021

SPONSOR: City Clerk Department

WARD IMPACTED: Ward 8

SUBJECT: Consideration and action to approve the Application of Casper Brewing Company, LLC, d/b/a Casper Brewing Company, to be located at 3807 Ballybunion Rd., requesting a Class TBPS (Tavern, Beer and Wine Only, Package and Sunday Sales) Liquor License, as requested by the City Clerk Department.

RECOMMENDED MOTION:
The proposed License be approved.

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

STRATEGIC PLAN SIGNIFICANCE:
-Objective 5d. Appropriate leisure and recreational opportunities responding to the needs of residents

BACKGROUND: Casper Brewing Company, Applicant, requests a Class TBPS (Tavern, Beer and Wine Only, Package and Sunday Sales) liquor license, which would allow the applicant seven days a week to sell beer and wine for consumption on the premises and sell packaged beer and wine for consumption off premises. The Applicant intends to serve alcohol at Ireland Grove Golf Course Clubhouse, which includes an outside patio and is located at 3807 Ballybunion Rd. Ireland Grove Golf Course currently holds a Class EBS (Entertainment, Beer and Wine Only, and Sunday Sales) liquor license and has agreed to surrender the license if Casper Brewing Company is approved. The Applicant also intends to rent another building at the golf course for the purposes of brewing alcohol; however, no alcohol will be consumed or sold from that location. That building is located at 3803 Ballybunion Rd.

The Applicant appeared before the Liquor Commission on March 9, 2021 (minutes included). The Commission unanimously approved the item be sent to the Council with a positive recommendation.

All license creations, amendments or transfers are contingent upon compliance with all building, health, and safety codes.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: In accordance with City Code, on February 27, 2021 a public notice was published in *The Pantagraph* and 91 notices were mailed to properties within 500 feet of the business. The applicant appeared before the Liquor Commission on March 9, 2021.

FINANCIAL IMPACT: The current annual license fee for a Class TBPS liquor license is $1,575, which will be recorded in the Non-Departmental Liquor Licenses account (10010010-51010).

Stakeholders can locate this in the FY 2021 Budget Book titled "Budget Overview & General Fund" on page 124. It is also the establishment's responsibility to collect and pay all applicable taxes including State Sales Tax, Home Rule Tax, Package Liquor and Food and Beverage Tax.

COMMUNITY DEVELOPMENT IMPACT: N/A

Respectfully submitted for Council consideration.

Prepared by: Amanda Mohan, Deputy Clerk

Reviewed by:

Leslie Yocum, City Clerk 4/7/2021

Chris Tomerlin, Budget Manager 4/7/2021

Jeffrey R. Jurgens, Corporation Counsel 4/7/2021

Tara Henry, Legislative Assistant 4/7/2021

Recommended by:

Tim Gleason, City Manager

Attachments:

- CLK 4B Casper Brewing Company Liquor License App Class TBPS_Redacted
- CLK 4C 03-09-2021 DRAFT Liquor Commission Minutes_Casper Brewing Company

February 24, 2021

City Clerk Requirement Verification Memo

To: Liquor Commission

Re: Legal Name: Casper Brewing Company, LLC

D/B/A Name: Casper Brewing Company

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 Organization
- Certificate of Good Standing with the State of Illinois
- Financial Information for the Owner
- A Lease between Ireland Grove, LLC and Casper Brewing Company, LLC for the term 01/01/2021 to 04/30/2026

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
Deputy City Clerk

OFFICE USE ONLY

Submittal Date: _____

Renewal Type (A, SA): _____

Staff Initials: _____

CITY OF Bloomington ILLINOIS

Business Contact Sheet

PLEASE FILL IN YOUR BUSINESS INFORMATION CLEARY AND COMPLETELY.

Legal Name (Individual, Partnership, Corportation/LLC):	Casper Brewing Company LLC
Doing Business As (D/B/A):	
Business Address:	3807 Ballybunion
City/State:	Bloomington IL
Zip Code:	61704
Business Phone Number:	3092004212
Business Email Address:	dmcaspe@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: dmcaspe@gmail,com

License Renewals

Please list those responsible for **License Renewals** for the above establishment.

Primary Contact:

Name: David Casper **Phone Number:** [redacted]

Address: [redacted] **City/State:** Bloomington IL **Zip Code:** 61704

Alternate Contact:

Name: _____ Phone Number: _____

Address: _____ City/State: _____ Zip Code: _____

Manager:

Name: _____ Phone Number: _____

Address: _____ City/State: _____ Zip Code: _____

Who is Casper Brewing Company?

My name is Dave Casper. My wife, Beth, and I came to Bloomington/Normal for college like so many before us. We ended up having children and stayed until we finished our graduate degrees and discovered we could not bear to pull up roots and leave the community we had grown to love. 6 kids and 25 years of marriage later, we find ourselves looking to fill an underserved market in an unique way. Over the last 18 years I have been developing beer recipes, perfecting them, and learning more and more about the brewing process. The time is right to make the final jump into a professional setting. I have competed in rather large tournaments in Chicago as well as locally and placed. My Porter took 2nd place at the Drunk Monk Contest in Chicago with over 500 contestants. I received brewer's choice and best beer voted on by the public at a local contest "Taps at St Pats" with my Vienna Lager and Scotch Ale. I prefer to brew traditional beers made to style. I do not particularly like overly hoppy beers, sours, or fruited beers. I am quite fond of German beer styles like pilsner, altbier, Oktoberfest to name just a few, which would also fill a void in beer offerings locally. My beers tend to be approachable. Beer lovers will know what they are going to get when they read the style and are familiar with it. This makes my beer different as many brewers tend to overdo it with hop, malt, and alcohol levels to make their mark. It has the opposite effect on me. The associated Tap House will be focused on a family friendly atmosphere. As a father of 6, with the youngest almost 2 years old, going out for dinner, or anywhere for that matter proves difficult. Most places are not designed around a family atmosphere. The overwhelming feeling is that children are tolerated, not encouraged to be there. There is one establishment we frequent in town because the kids can roam free while we are able to have a nice conversation and still maintain eye contact with our kids as they play. The one downfall of this establishment is the smoking space is also outside in this same space and the two are not compatible in my opinion. I want a tap house where children are encouraged to come so that the parents can enjoy each other and still relax without needing a babysitter. One tap will be for root beer for the children to help make them feel welcomed and appreciated. There will be other things for children to do as well such as chalkboards, board games, face painting, balloon animals, popcorn, and maybe even a few classic video game machines.

If I am lucky enough to have everything work out and this is wildly successful, I plan on staying small and local. I want my patrons to feel as if this is *their* local tap house. Reinvestment in the family friendly nature of my business will continue. This will become the place people will prefer to come to relax with their children and will be a novel hot spot in Bloomington.



February 8, 2021

To Whom It May Concern,

I am one of the owners of the Links At Ireland Golf Course. I have been working with Dave Casper to bring a Craft Brewery and Tap Room to our property. Dave Casper has our permission to open the facility on our premises. We don't have GC letterhead. If there are any questions please contact me at [redacted] or on my cell at [redacted].

[redacted]

Darren Rogers [redacted]

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)* ~~xBxSx~~ TBPS

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)* Brewpub/Tasting Room

3. State the significance of a liquor license to your establishment, present or future:
Without a liquor license the business cannot make sales direct to the public of beer or wine. A liquor license is an essential component to the operation of the business.

4. How will a liquor license of the kind requested benefit the City of Bloomington and its residents? When one thinks "Brewpub" they don;t associate that with family friendly. CBC will encourage kids to come with their parents.
There will be fun things for kids like face-painting, balloon animals, video games, board games, kids movies, just to name a few things. This will allow parents to relax a bit and enjoy each other.

5. Upon what facts do you base your answers to the previous question?
Experience visiting other microbreweries and restaurants in town. Not having a venue like mine around is precisely why we don't venture out much as a family. Other like minded individuals I've shared this idea with seem to love it as well.

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: live music, bingo night, trivia night, etc.

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?

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: 3807 Ballybunion City/State: Bloomington IL Zip: 61704

2. What hours will the establishment be open?

DAY	TIME OPEN	DAY	TIME CLOSE
Monday:	3 pm	Monday:	10 pm
Tuesday:	3 pm	Tuesday:	10 pm
Wednesday:	3 pm	Wednesday:	10 pm
Thursday:	3 pm	Thursday:	10 pm
Friday:	3 pm	Friday:	11 pm
Saturday:	12 pm	Saturday:	11 pm
Sunday:	12 pm	Sunday:	6 pm

3. What type or types of building(s) adjoin the establishment? Golf course office space

a. If any adjoining buildings are office or commercial, approximately what hours are they open for business? 7 am - 5 pm

b. If adjoining buildings are predominately residential, are they single or multi- family and what other business establishments are in the area? This is on a golf course. Las Margaritas is a restauraunt with it's own liquor license.

4. Describe streets immediately adjoining the establishment (e.g. approximate width, one or two-way, parking restrictions, etc.): Ireland Grove Road. 4 lane road

5. How much additional traffic do you expect the establishment with a liquor license to generate? increased but there is enough parking to accommodate full patronage. There are already 2 commercial establishments in operation along with a Subway restaurant nearby.

6. Describe on and off street parking facilities to handle traffic anticipated:
Parking available is enough to accommodate full patronage.

7. How many establishments with liquor licenses are located within the immediate area of your establishment? 1. The golf course and Las Margaritas. The GC will relinquish theirs upon receiving mine.

8. What do you estimate to be the demand for your establishment in the area in which it is or will be located? demand is estimated to be high due to the clear need and desire in the community for a family friendly brewpub environment.

9. Upon what facts do you base your answer to the previous question? Market analysis and experience. Conversations with my target population.

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☑

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? _____

DATED this Feb day of 8, 20 21.

SIGNED:

David Casper	
Printed Name	Printed Name
[redacted]	
Signature	Signature
Owner	
Title	Title
[redacted]	
Address	Address
Bloomington IL 61704	
City/State/Zip Code	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 TBPS 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: Sept 22, 2020

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: David Casper Title: Owner

Address: [redacted] City/State/Zip: Bloomington IL 61704

Name: _____ Title: _____

Address: _____ City/State/Zip: _____

3. Location and description of the premises or place of business to be operated under this license: Casper Brewing Company

Casper Brewing Company

a. Legal Name: Casper Brewing Company LLC

b. D/B/A: Casper Brewing Company

-- 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: LEASE ATTACHED Term of Lease: _____ to _____

Address: _____ City/State/Zip: _____

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 Feb day of 8, 2021

A. Individual

David Casper	[redacted]
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

Casper Brewing Company
Corporate Name

David Casper	[redacted]
Printed Name of President	Signature of President

ATTEST

_____	_____
Printed Name of Secretary	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 8 day of Feb, 2022, 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.

Notary Public

My Commission Expires: 7.10.22

OFFICIAL SEAL
SANDRA J CONNELL
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES 07/10/22

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:

David Casper Casper Brewing Company LLC

NAME OF APPLICANT

Hereinafter referred to as the "Applicant" represents to the Bloomington Liquor Commission the following:

1. A CLASS TBPS 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 Feb day of 8, 2021

A. Individual

David Casper [redacted]

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

Casper Brewing Company LLC

Corporate Name

David Casper [redacted]

Printed Name of President | Signature of President

ATTEST

Printed Name of Secretary | 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 8th day of Feb, 2021, 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.

Notary Public

My Commission Expires: 7.10.22

OFFICIAL SEAL
SANDRA J CONNELL
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES:07/10/22

Amanda Mohan

From: [redacted]
Sent: Tuesday, February 16, 2021 6:22 PM
To: Amanda Mohan
Subject: RE: Casper Brewing Company LLC - Liquor Application Questions
Attachments: 20200715 Casper IrelandGrovePrelimPlan.pdf; LINKS CLUBHOUSE, RESTAURANT & DRIVING RANGE PLAN 3-SITE PLAN.pdf

See attached floor plan for the tasting room.
Other than 3805 Ballybunion, the intent is to have the golf course, driving range, and taphouse under this liquor license.

From: Amanda Mohan <amohan@cityblm.org>
Sent: Tuesday, February 16, 2021 3:40 PM
To: [redacted]
Subject: Casper Brewing Company LLC - Liquor Application Questions
Importance: High

Good afternoon,

Thank you for the recent submission for a liquor license for Casper Brewing Company LLC. The initial review has been completed and staff have questions regarding the application.

1. To confirm, Casper Brewing Company LLC does not have a registered Doing Business As name (DBA) that is different than the legal name.
2. To confirm, David Casper is the sole owner of Casper Brewing Company, LLC.
3. The applicant requested a Class TBS liquor license. This classification would allow a tavern setting where beer and wine only may be sold by the glass for on premises consumption seven days a week. Do you also intend to sell packaged beer and/or wine? If so, then a Class TPBS is required.
4. The floor plan provided shows the perimeter of the building. A tavern liquor license must have seating and/or dining area. The floor plan should include all areas of service/consumption you are requesting permission for (examples: indoor dining, outdoor dining, golf course, etc.)
5. The food and beverage tax forms that were submitted were not filled out completely. Please complete the Food and Beverage Tax Registration form (https://cityblm.seamlessdocs.com/f/FoodandBeverageTax) and if you intend to sell packaged beer and/or wine, please complete the Packaged Liquor Sales Tax Registration form (https://cityblm.seamlessdocs.com/f/PackageLiquor).
6. If approved, the applicant must submit valid liquor liability insurance, a liquor bond in the amount of $2,000, as well as a fully executed copy of the lease.

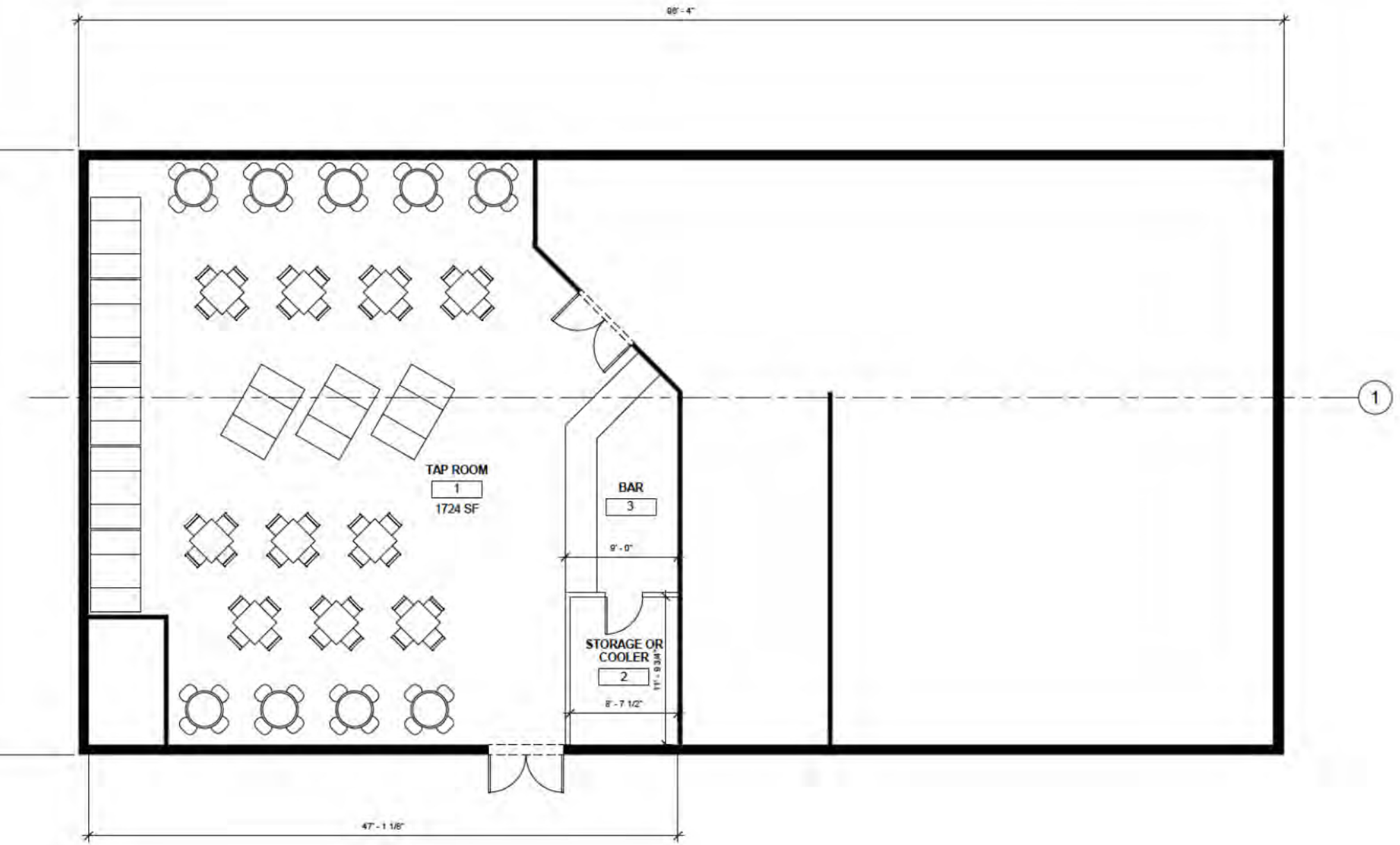
I understand that the business philosophy is a family-friendly environment. Please keep in mind that according to Ch. 6 Sec. 134 of the Bloomington City Code, individuals under the age of 21 may only be on property if accompanied by their parent or legal guardian, or if they are employed by the license holder.

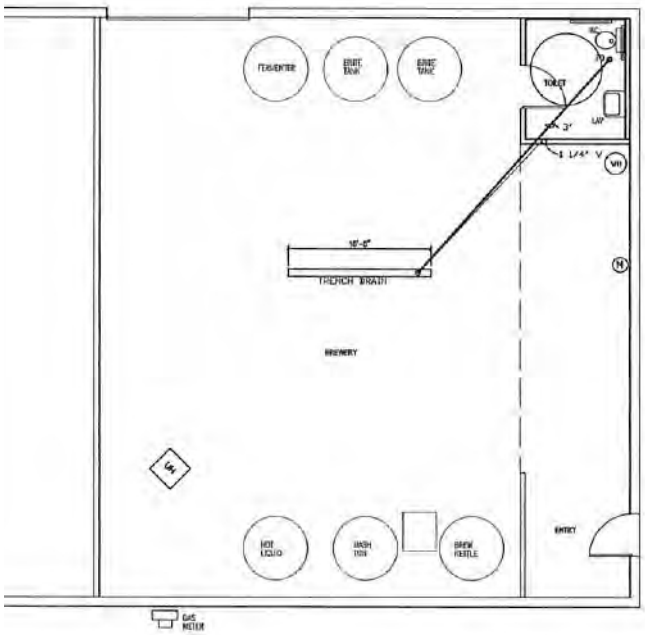
Please provide the above suplemental documents and information by **Friday, February 19, 2021**. If you have any questions, please do not hesitate to reach out. Thank you.

Sincerely,

Amanda Stutsman (Mohan)

Clubhouse/Taphouse Floor





PLUMBING/HVAC PLAN

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

NORTH

PLUMBING GENERAL NOTES:

THE WORK TO BE PERFORMED SHALL INCLUDE ALL LABOR, MATERIALS, EQUIPMENT, TRANSPORTATION, CONSTRUCTION FACILITIES AND INCIDENTALS NECESSARY FOR THE PROPER EXECUTION AND COMPLETION OF ALL PLUMBING AND PIPING WORK AS SHOWN AND INDICATED ON THE CONTRACT DRAWINGS, AND/OR HEREIN SPECIFIED WITH THE INTENT THAT THE INSTALLATION SHALL BE COMPLETE IN EVERY RESPECT AND READY FOR USE. THE INSTALLATION SHALL COMPLY WITH ALL LOCAL, STATE AND FEDERAL CODES, NFPA, AND ILLINOIS PLUMBING CODE.

PIPES AND PIPE FITTINGS:

WATER SERVICE LINE TO BE INSTALLED W/10'-0" FROM ANY DRAIN OR SEWER.

ALL DRAINS TO BE PROPERLY TRAPPED AND VENTED.

WASTE AND VENT PIPING - SCHEDULE 40 PVC PIPING WITH SOLVENT WELDED JOINTS.

ABOVE SLAB DOMESTIC WATER PIPING TYPE L HARD COPPER WITH WROUGHT SWEATED FITTINGS.

BELOW GRADE DOMESTIC WATER PIPING TYPE K HARD COPPER.

ABOVE GROUND GAS PIPING - SCHEDULE 40 BLACK STEEL WITH MALLEABLE, SCREWED FITTINGS.

EXTERIOR SEWER PIPING

A. SANITARY SEWERS: SCHEDULE 40 PVC WITH SOLVENT WELDED JOINTS, OR ASTM D-3034, SDR 35, PVC, WITH RING-TIGHT ASTM D-3212 FLEXIBLE JOINTS.

PLUMBING SCHEDULE		
	FIXTURES	DESCRIPTION
LAV	LAVATORY	20"X16" WALL MOUNT SINK, WRITE/CHROME LEVER ACTING FAUCETS TO MEET ADA REQUIREMENTS
WC	WATER CLOSET	MANSFIELD OR EQUAL, 1.5 GAL. ADA FIXTURE, WHITE, OPEN DIO TOILET SEAT

NOTE:
1) ALL HANDSINKS TO RECEIVE WATTS USG-B-MI 3/8" COMPRESSION THERMO MIXING VALVES TO PROVIDE 110 MAX WATER TEMPERTURE
2) THE FLOOR DRAIN, WATER CLOSET AND LAVATORY TO CONNECT TO EXISTING UNDERSLAB SANITARY LINES.

HVAC GENERAL NOTES:

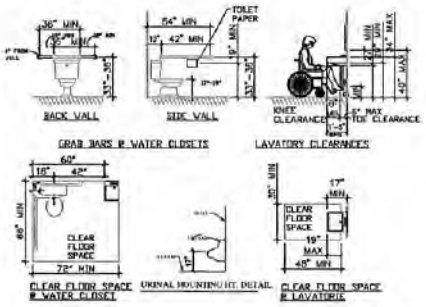
1) ALL HVAC WORK TO BE PERFORMED IN ACCORDANCE TO APPLICABLE STATE AND LOCAL REQUIREMENTS. IMC 2012, CITY ORDINANCE

2) LEGEND:

UH = 100,000 BTU GAS FIRED UNIT HEATER

PLUMBING LEGEND OF SYMBOLS

- ——— = SANITARY LINE
- ——— = 1½" VENT TO CLOSEST 4" VT
- ———V——— = WATER LINE
- ○ ● = VENT OR WATERLINE UP WALL
- ○ 4" VTR = 4" VENT THRU ROOF
- ● FD = 3"FLOOR DRAIN
- CO = CLEANOUT
- WC = WATER CLOSET
- LAV = LAVATORY
- (M) = EXISTING 1" WATER SERVICE, 3/4" METER
- (VH) = ELECTRIC "ON DEMAND" WATER HEATER



REMODEL BUILDING for
CASPER BREWING CO.
3803 BALLYBUNION RD.
BLOOMINGTON, ILLINOIS

Project No. 20-17-B
DRAWN BY KAS

KELLY A. SANNER
Architect ▼ Planner ▼ Construction Mgr
3822 Camp Ellen Rd.
Carroll, IL 62625
217-366-3383 CEL 971-1132

Date 01/15/21

Sheet No. MEP-1

Google image of the grounds for:
The Links at Ireland Grove



Commissioner Meister motioned, seconded by Commissioner Renner, to approve the change in classification as presented.

Mr. Boyle asked for additional detail on why the establishment classified under sports and entertainment. Mr. Williams responded that their facility was a Ninja Warrior-style gym where customers completed obstacles. A ropes course is suspended above where customers wore a harness to complete a ropes obstacle course in the air. Mr. Williams mentioned that customers cannot consume alcohol and participate in the obstacle courses.

Mr. Boyle asked how staff kept the alcohol separate from those who participated in the obstacle courses. Mr. Williams stated that most requests were received from parents whose children participated in the obstacle courses.

Commissioner Renner compared the establishment loosely to Chuck E. Cheese.

Commissioner Jordan asked for additional detail on Mr. Boyle's question of how staff kept the alcohol separate from participants. Mr. Williams explained Iron Coyote's wristband system where all obstacle course participants received a wristband and if a customer wanted to consume alcohol, staff would cut the wristband off and the participant would no longer be allowed to participate in the obstacle courses.

Commissioner Renner directed the Clerk to call roll which resulted in the following:

AYES: Jordan, Meister, Renner

Motion carried.

Commissioner Renner confirmed with Amanda Mohan, Deputy City Clerk, that the application would then appear on the first City Council meeting in April.

The following item was presented:

Agenda Item 5B. Public Hearing and action on the request from Casper Brewing Company, LLC, d/b/a Casper Brewing Company, to be located at 3807 Ballybunion Rd., requesting a Class TBPS (Tavern, Beer and Wine Only, Package and Sunday Sales) liquor license, as requested by the City Clerk Department.

David Casper, Applicant and Owner of Casper Brewing Company, after being sworn, address the Commission. He explained his business model as a family-friendly brewery where parents would be encouraged to bring their children. He explained that parents would be able reconnect while they kept an eye on their children who would participate in provided activities. He stated that Bloomington did not have an establishment like the one he proposed.

Commissioner Jordan expressed concerns about the children focused atmosphere. Mr. Casper responded that the focus on children was only to provide them with activities while parents had a beverage. He provided an example of a sicario where he and his wife went out to dinner and had to leave early because their two-year old had a meltdown if the children had more to do, the parents could stay and enjoy themselves for a longer period of time.

Commissioner Jordan reiterated his concern that the focus was on children and parents could consume if they chose and was not supportive. Mr. Casper clarified that the targeted market was parents of children who wanted to drink and happened to bring their children with them to the establishment.

Commission Jordan asked the seating capacity for the establishment and asked the amount of space the children's activities would occupy. Mr. Casper responded there was a

100-person capacity and that the children's activities could occupy 20% of the space. He compared the establishment to Flingers but with more activities for children.

Commissioner Jordan noted that Flinger's focused on pizza. Mr. Casper agreed and stated that his primary focus would be beer.

Commissioner Meister asked if the establishment would only offer beer or if food would be served as well. Mr. Casper responded that they would not serve food as that was not where his passion was.

Commissioner Meister confirmed with Mr. Casper he sought a tavern license.

Mr. Boyle explained that a tavern license permits children as long as they were accompanied by a parent or guardian. Mr. Casper confirmed he had no intention to permit anyone under the age on premises.

Mr. Boyle noted that Carrie Hass, Attorney for Mr. Casper, was also present and available for questions.

Commissioner Renner asked for a motion and noted that, if approved, the item would appear on the first City Council meeting in April.

Commissioner Jordan reiterated his concerns. Mr. Casper responded that he wanted to provide a venue for parents who wanted to drink and happened to bring their children with them and where activities would be available for the children. Mr. Casper expressed concern that the business model was not understood as intended.

Commissioner Renner asked if the applicant establishment would be similar to Destihl in Normal. Mr. Casper responded that if the restaurant portion was removed, it would be identical except Casper Brewing Company would be much smaller.

Commissioner Jordan reiterated his concerns and he had additional discussion with Mr. Casper on children allowed on premises.

Commissioner Renner pointed out that Destihl, while in Normal, had two locations that included one restaurant and one brewery.

Commissioner Renner asked for a motion.

Commissioner Meister disagreed with Commissioner Jordan and explained that both Lil Beaver Brewery and Keg Grove Brewery were not establishments that children were brought, and that Mr. Casper proposed a brewery that provided activities for children if parents wanted to bring them. She believed the business concept was different and supported the opportunity.

Commissioner Meister motioned, seconded by Commissioner Renner, to positively recommend the creation of the license to the City Council.

Mr. Boyle asked Mr. Casper for the premises he would be responsible for and noted that Ms. Haas could be sworn in to answer the questions. Mr. Casper stated he could answer the questions. He noted that 3807 held a liquor license where they were able to sell a six pack of beer to their golfers. He stated that he would offer crowlers where an individual could purchase to take home or onto the golf course. He did not intend to drive around the golf course to sell to golfers. He noted that the current license holder would relinquish their liquor license if Casper Brewing Company was approved.

Mr. Boyle confirmed with Mr. Casper the intent to serve in the tap room and capability to purchase to go.

Mr. Boyle asked if a representative from The Links at Ireland Grove, the current license holder, was present in the meeting. Mr. Casper confirmed.

Mr. Boyle asked if the representative could be sworn in. Commissioner Renner expressed that he did not believe it was necessary.

Commissioner Jordan reiterated his concerns about children on premises.

Commissioner Renner confirmed with Mr. Casper that he requested a brewery where accommodations would be available if children were brought on premises and that it was not inconsistent with the ordinance.

Commissioner Jordan asked Mr. Boyle if the business model was supported by the liquor ordinance. Mr. Boyle confirmed that the requested model was permitted children were permitted on premises of taverns provided they were accompanied by a parent or guardian.

Commissioner Renner directed the Clerk to call roll which resulted in the following:

AYES: Jordan, Meister, Renner

Motion carried.

The following item was presented:

Agenda Item 5C. Sanctions Hearing on a Complaint and Citation (#2021-003) issued to Hurley Consolidated Enterprises, LLC, d/b/a Drifters, located at 612 N. Main St., as requested by the Legal Department.

Commissioner Renner asked for an update on the item.

Mr. Boyle explained that the citation was for food and beverage taxes that dated back to January 2020. He explained that the City attempts to reach out to establishments before a citation was issued. He noted that four other establishments also received a citation for unpaid food and beverage taxes at the same time as Drifters and all four had paid their taxes in full as well as a fine. Mr. Boyle stated that the establishment did not reach out to the City but had appeared at the previous Liquor Commission meeting where they admitted to the allegation. He then read an email received by the owner that afternoon and noted his response. Mr. Boyle asked to proceed to sanctions and recommended a $3,500 fine and taxes paid within 30 days.

Commissioner Renner confirmed with Mr. Boyle the reason for the high fine was the lack of communication and the length of time taxes were unpaid. Mr. Boyle confirmed and noted that the length of time was an anomaly in that violations related to public health and safety were prioritized over food and beverage tax collection throughout the pandemic.

Commissioner Jordan asked if the establishment was conducting business. Mr. Boyle stated he did not believe they were operating.

Mr. Boyle asked Ms. Mohan if a representative was present. Ms. Mohan confirmed that Tayah Minniefield was present.

Commissioner Meister stated it was unfortunate that the City had to enforce such a high fine.

Tanya Minniefield, Owner of Drifters, was sworn in.

Commissioner Renner asked Ms. Minniefield to respond to Mr. Boyle's comments.

CITY OF Bloomington ILLINOIS

CONSENT AGENDA ITEM NO. 8.AD

FOR COUNCIL: April 12, 2021

SPONSOR: Public Works Department

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and action to approve a Lake Bloomington Lease Transfer and Supplemental Agreement for Lot 2 in Block 3 in Camp Kickapoo, from William A. Yoder, to the petitioners, William E. Morris and Melina M. Morris, as requested by the Public Works Department.

RECOMMENDED MOTION:
The proposed Lease Transfer and Supplemental Agreement 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 and Supplemental Agreement for the Lake Bloomington Lease Transfer of Lot 2 and Block 3 in Camp Kickapoo, from William A. Yoder, to the petitioners, William E. Morris and Melina M. Morris. Lot 2 has a residence, a septic system, and one boat dock.

A licensed inspector, Rob Williamson, inspected the septic system on March 20, 2021, and found the system to be in the following condition, as noted in a March 22, 2021, letter from the McLean County Health Department:

- The evaluation performed on March 20, 2021, indicated the septic system had no deficiencies at that time.

The lessees have entered into a supplemental agreement with the City of Bloomington to have the septic tank pumped and evaluated at least once every three years, with the first pump and evaluation taking place no later than April 12, 2024. The lessees will submit proof to the City of Bloomington upon completion.

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 the lessee obtains a permit.

City staff is aware of the 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 $552.64 per year in lease income and $150.00 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 2021 Budget Book titled "Other Funds & Capital Improvements" on page 127.

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, Director of Public Works 3/31/2021

Chris Tomerlin, Budget Manager 3/31/2021

George Boyle

George Boyle, Assistant Corporation Counsel 4/6/2021

Tara Henry, Legislative Assistant 4/7/2021

Recommended by:

Tim Gleason, City Manager

Attachments:

- PW 18B Current Lease_Yoder to Morris Lake Lease Transfer 04122021
- PW 18C Property Manager Memo_Yoder to Morris Lake Lease Transfer 04122021
- PW 18D Petition_Yoder to Morris Lake Lesse Transfer 04122021
- PW 18E Septic Information_Yoder to Morris Lake Lease Transfer 04122021
- PW 18F Agreement_Yoder to Morris Lake Lease Transfer 04122021
- PW 18G Supplemental Agreement_Yoder to Morris Lake Lease Transfer 04122021
- PW 18H Location Map_Yoder to Morris Lake Lease Transfer 04122021

- PW 18I Unrecorded Plat Map_Yoder to Morris Lake Lease Transfer 04122021
- PW 18J Structure Map_Yoder to Morris Lake Lease Transfer 04122021
- PW 18K Photograph_Yoder to Morris Lake Lease Transfer 04122021

LAKE BLOOMINGTON LEASE

THIS LEASE is entered into on the 1mth day of August, 2014 between the City of Bloomington, a municipal corporation, of McLean County, Illinois, hereinafter called CITY and (Buyers Name)

William A. Yoder

(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 Bloomington, 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 2 in Block 3 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.

   P.I.N. # (22) 08-06-353-002

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 $100 EAV, the rent shall be charged at the rate of 40¢ ($.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 CORSSING 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.

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

William A. Yoder
[redacted]

Lessee Billing Address

William Yoder
[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: Tari Renner
Its Mayor

-Lessee-

[redacted]

Attest: _____
City Clerk

_____

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 24, 2021

To: Kevin Kothe, PE, Director of Public Works

From: Joseph M. Darter, Property Manager

Subject: Lot 2, Block 3 in Camp Kickapoo Lake Lease Transfer

A Petition and Lake Lease Transfer request has been submitted for Lot 2, Block 3 in Camp Kickapoo, from William A. Yoder to the petitioners, William E. Morris and Melina M. Morris.

EAV for this property is $138,160. 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 $552.64 per year in lease income and $150.00 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 FY2021 Budget Book titled "Other Funds & Capital Improvements" on page 127.

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

LAKE BLOOMINGTON LEASE TRANSFER PETITION

That the purchase price and rentals having been paid to the City of Bloomington for:
Lot 2 Block 3 of Camp Kickapoo
I respectfully petition the City Council of the City of Bloomington, Illinois to approve the transfer of the Lease on the above property:
From: William A. Yoder (Sellers Name)
To: William E. and Melina M. Morris (Buyers Name)
[redacted]
(Signatures of Seller)

****

To the Honorable Mayor and City Council of the City of Bloomington, Illinois:
Now comes William E. and Melina M. Morris (Buyer) and respectfully shows that He/She/They became the purchaser of all right, title and interest of William A. Yoder (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) William A. Yoder 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 therefore 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
[redacted]
(Signature of Buyer(s))

****

WRITTEN CONSENT TO TRANSFER INTEREST IN LEASES UPON LOT 2
BLOCK 3 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) William A. Yoder in and to the premises known as Lot 2 Block 3 in Camp Kickapoo, 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

March 23, 2021

Mr. William Yoder
[redacted]

Re: Septic Permit #95-9269
Parcel #08-06-353-002
Lot 144, Lake Bloomington - Kickapoo Subdivision

Dear Mr. Yoder:

On March 22, 2021, this department received a septic system evaluation report from Mr. Rob Williamson, a McLean County licensed private sewage system installer, regarding the septic system serving the above-referenced property. The evaluation performed on March 20, 2021 indicated the septic system had no deficiencies at that time.

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 1995 and is now approximately 26 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.

If you have any questions, please contact Ms. Samantha Odenthal of this department at (309) 888-5482.

Respectfully,

Thomas J. Anderson
Director of Environmental Health

cc: Mr. Rob Williamson, Williamson Excavating, LLC
Mr. Joe Darter, Water Department Property Manager
Mr. & Mrs. William Morris

TJA:AC:hm

AC-0601-21-052

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: *William Yoder*
Address: [redacted]
Phone #: Day - - Home - -

2. Requestor Informtion:

Name: *William & Melina Morris*
Address: [redacted]
Phone #: Day - - Home - -

3. Property Information:

Parcel Number (Tax ID): ( ) *08-06-353-002*
Date Evaluation Performed: *03-20-21*
Address of property evaluated: [redacted]
Sub. & Lot: _____
Permit available from Health Dept.: Yes ☒ No ☐
Permit #: *95-9269*

4. Interview Information:

Person interviewed: *Nancy Brady*
Original owner: Yes ☐ No ☒
Age of home (years): *72*
Intended for seasonal use: Yes ☒ No ☐
Date last occupied: *vacant*
Number of occupants: _____
Has tank ever been pumped: Yes ☒ No ☐
If yes, how often: _____

5. Interior Evaluation:

Number of bedrooms: *2*
Garbage disposal: Yes ☐ No ☒
Toilet tanks and other fixtures have evidence of leakage or overflow: Yes ☐ No ☒
Water softener discharges to: _____
Clothes washer discharges to: *septic*
Dishwasher discharges to: *septic*
Hot tub discharges to: *n/a*
Basement plumbing fixtures:
a. *ejector pit*
b. _____
c. _____
d. _____
Discharge locations:
a. *septic*
b. _____
c. _____
d. _____
Basement floor drains discharge to: *septic*
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: *21* 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: *30* inches

Square feet of sand filter: *420* 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: _____		
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 ☐**	***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. 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. The average life of a septic system is about 25 years. This septic system is 26 years old.

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

03-22-21
Date

LAKE BLOOMINGTON LEASE

THIS LEASE is entered into on the _____ day of _____, _____ between the City of Bloomington, a municipal corporation, of McLean County, Illinois, hereinafter called CITY and William E. Morris and Melina M. Morris

(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 , Bartlett, County of ~~McLean~~ Cook, 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 2 in Block 3 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

William E. Morris, Melina M. Morris
[redacted]

Lessee Billing Address

[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:

_____
City Clerk

-Lessee-

_____

[redacted]

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 William E. Morris and Melina M. Morris, (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 2 in Block 3 in Camp Kickapoo and enforceable under the terms of said lease.

1. Septic tank(s) are to be pumped no later than April 12, 2024, and once every three years following. Proof of pumping shall be submitted to the City of Bloomington.

2. Septic System shall be evaluated by a McLean County Health Department approved septic evaluator no later than April 12, 2024, and once every three years following. Proof of evaluation shall be submitted to the City of Bloomington.

3. 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

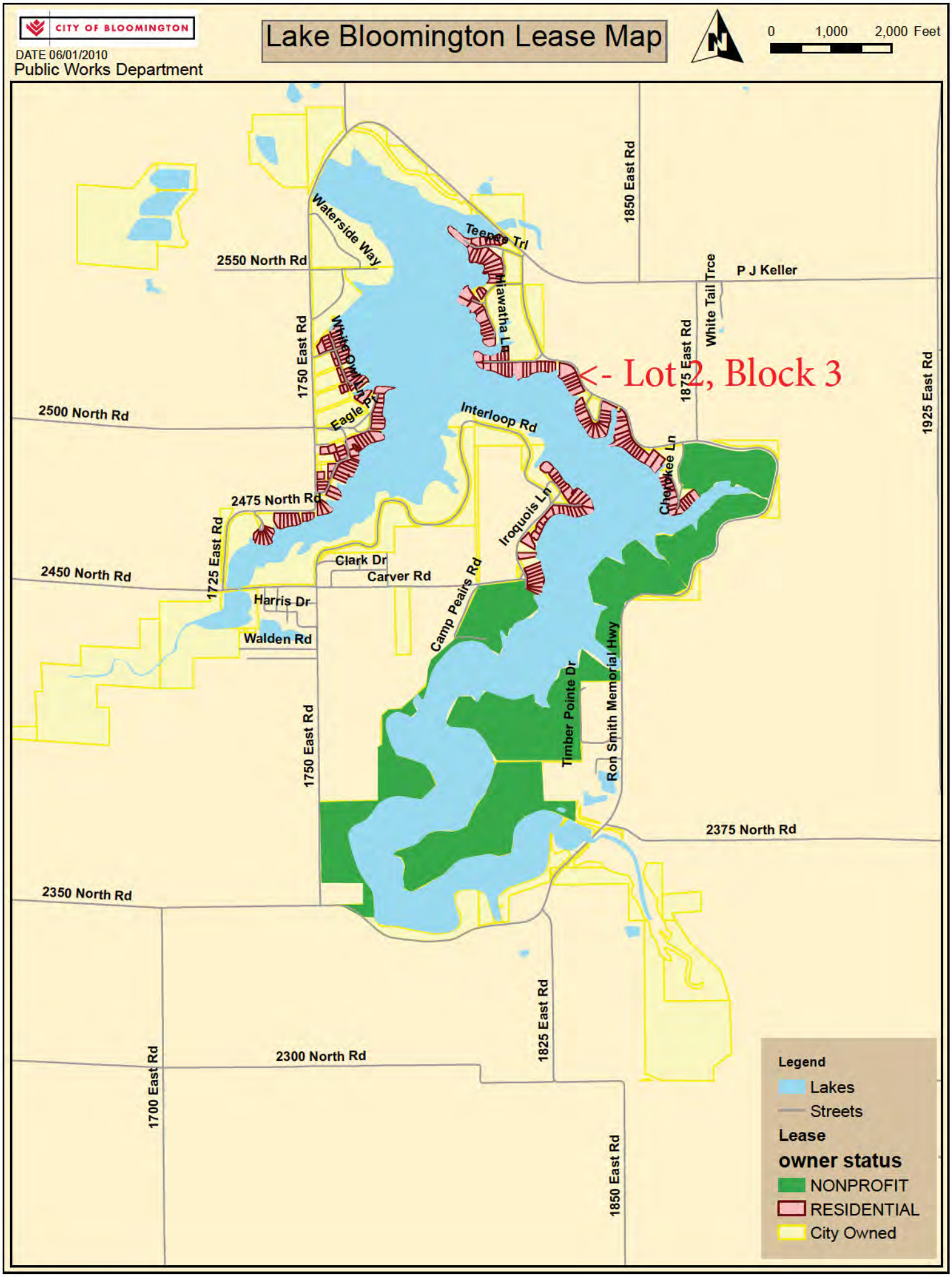
By:_____
Tari Renner, Mayor

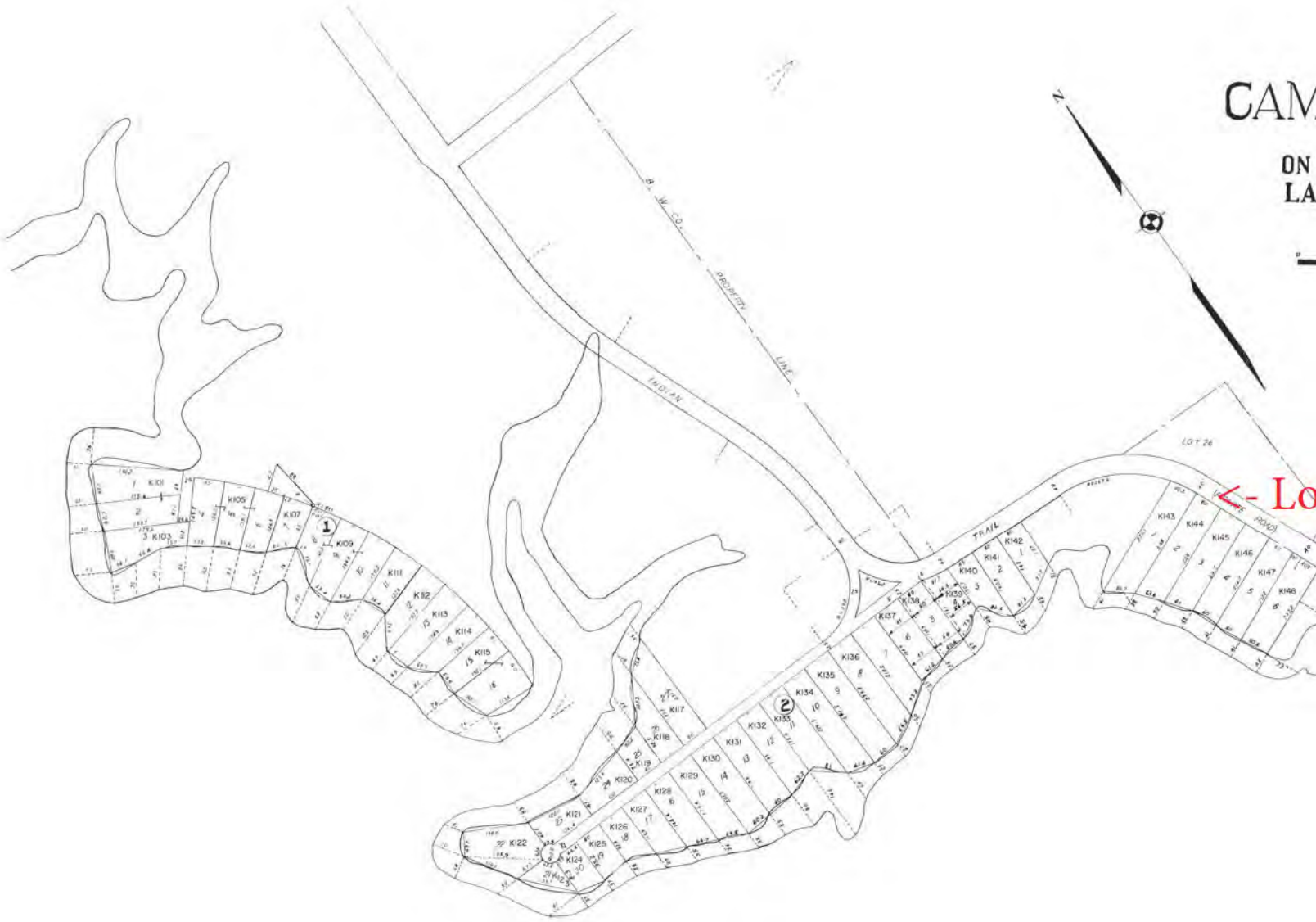
ATTEST:_____
Leslie Smith-Yocum, City Clerk

LESSEES:

[redacted]
William E. Morris

[redacted]
Melina M. Morris


CITY OF BLOOMINGTON
DATE 06/01/2010
Public Works Department
Lake Bloomington Lease Map
0 1,000 2,000 Feet
<- Lot 2, Block 3
Waterside Way
Teepee Trl
Miawatha Ln
White Owl Ln
Eagle Pt
Interloop Rd
Iroquois Ln
Cherokee Ln
Clark Dr
Carver Rd
Harris Dr
Walden Rd
Camp Pearls 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



RETRACED ON JULY 29, 1971 FROM A PRINT OF A TRACING MADE AUGUST
NO DATE AVAILABLE FOR THE ORIGINAL

3/24/2021

25110 Ron Smith Memorial Highway Existing Structure Map



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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.

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REGULAR AGENDA

CITY OF Bloomington ILLINOIS

REGULAR AGENDA ITEM NO. 9.A

FOR COUNCIL: April 12, 2021

SPONSOR: Finance Department

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and action on the Adoption of the FY2022 Budget and Appropriation Ordinance, as requested by the Finance Department.

RECOMMENDED MOTION:
The proposed Adoption of the FY2022 Budget and Appropriation Ordinance be approved.

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

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

BACKGROUND: The City Code requires adoption of an annual appropriation Ordinance. The proposed budget was presented to the Council on March 8, 2021. The proposed budget was made available in two (2) budget books prior to the Monday, March 22, 2021 Council meeting/Public Hearing. The first book presents a full overview of the budget and focuses on the City's General Fund while the second book presents each Non-General Fund in addition to the proposed Capital Improvement Program.

This budget incorporates the City's Strategic Plan Goals:
Goal 1: Financially Strong City Providing Quality Basic Services
Goal 2: Upgrade Infrastructure and Facilities
Goal 3: Strong Neighborhoods
Goal 4: Grow the Local Economy
Goal 5: Great Place - Livable, Sustainable City
Goal 6: Prosperous Downtown

There were two changes applied to the Proposed Budget for the Adopted Budget:

The O'Neil Park Pool and Park Renovations Project was increased from $10.3M to $11.7M, given the approval of the Project Management Plan by Council on March 22, 2021.

Donations of $45K to the McLean County Museum of History were removed from the proposed budget as Council Member Julie Emig's serves as Executive Director of the Museum. Instead, this donation will be presented to and considered separately by the Council as an Amendment to the FY2022 budget, immediately following the Adoption. If approved, it is the intention of staff to include the donation in the final FY2022 totals in all published documents.

The Citywide FY 2022 Budget is $251.7M which is a 9.3% increase over the FY 2021 Adopted Budget of $230.3M and includes $61.3M in Capital Projects. The General Fund, which is 43% of the total budget, FY 2022 Budget is $109.1M which is a 1.1% decrease from the FY 2021 Adopted Budget of $110.2M.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: The Public Hearing was advertised in *The Pantagraph* on March 10, 2021 and was held on March 22, 2021. Including the presentation of the proposed budget on March 8, 2021, public budget discussion on the City Manager's proposed budget was also undertaken during the Council meetings on January 25, 2021 and February 22, 2021.

FINANCIAL IMPACT: The FY 2022 proposed budget for the City's twenty-nine (29) funds is $251,690,690.

COMMUNITY DEVELOPMENT IMPACT: N/A

Respectfully submitted for Council consideration.

Prepared by: F. Scott Rathbun, Finance Director

Reviewed by:

Chris Tomerlin, Budget Manager 3/30/2021

Jeffrey R. Jurgens, Corporation Counsel 4/6/2021

Tara Henry, Legislative Assistant 4/7/2021

Recommended by:

Tim Gleason, City Manager

Attachments:

- FIN 2B FY2022 Adoption Ordinance
- FIN 2C FY2022 Adoption Ordinance - Exhibit A

ORDINANCE NO. 2021 - ____

BUDGET AND APPROPRIATION ORDINANCE
FISCAL YEAR BEGINNING MAY 1, 2021 AND ENDING APRIL 30, 2022
CITY OF BLOOMINGTON

Make appropriations for all Corporate Purposes for the Fiscal Year beginning May 1, 2021 and ending April 30, 2022, for the City of Bloomington, McLean County, Illinois.

Be It Ordained by the City Council of the City of Bloomington, Illinois: that passage of the Budget Document shall be in lieu of passage of a separate Appropriation Ordinance, as required by 65 ILCS 5/8-2-9 and 5/8-2-9.4.

Section One. That the amounts as listed in Exhibit A, or so much thereof as may be authorized by law, as may be needed and same is hereby appropriated for such purposes as General Fund, Motor Fuel Tax Fund, Board of Election Fund, Drug Enforcement Fund, Community Development Fund, IHDA, Library Maintenance and Operation Fund, Library Fixed Asset Replacement Fund, Park Dedication Fund, Empire St. Corridor TIF, Downtown Southwest TIF, Downtown East Washington TIF, General Bond and Interest Fund, Arena Bond Redemption, Multi-Project Bond Redemption, Capital Improvement Fund, Capital Improvement (Asphalt and Concrete) Fund, Capital Lease Fund, Water Fund, Sanitary Sewer Fund, Storm Water Fund, Solid Waste Fund, Abraham Lincoln Parking Fund, Golf Fund, Arena Fund, Casualty Fund, Employee Insurance & Benefits Fund, Retiree Health Care Fund, and the J.M. Scott Health Care Trust Fund for the fiscal year of said City of Bloomington, McLean County, Illinois, beginning May 1, 2021 and ending April 30, 2022.

Section Two. The amount appropriated for each object or purpose is set forth in the Annual Budget for the year ending April 30, 2022, a copy of which is available at the City Clerk's Office and incorporated by reference.

(NOTE: Amounts appropriated hereby are contained in the Annual Budget for the year ending April 30, 2022, published in book form, copies of which are available for inspection at the Bloomington Public Library, and other places throughout the City including the City's website at cityblm.org.)

Section Three. That all sums of money not needed for immediate specific purposes may be invested in City of Bloomington Tax Warrants, Tax Sale Certificate, or Notes of Indebtedness, General Water, Parking or Sewer Revenue Bonds, in securities of the Federal Government, in Federal Insured Savings and Loan Associations, Certificates of Deposit in Commercial Banks, or other instruments as allowed by law.

Section Four. Pursuant to 65 ILCS 5/8-2-9.6, and the home rule authority granted to the City of Bloomington pursuant to Article 7, Section 6 of the l970 Illinois Constitution, the Finance Director, with the concurrence of the City Manager is authorized to revise the annual budget by deleting, adding to, changing or creating sub-classes within object classes budgeted previously to a Department, Board or Commission, and to transfer amounts within a particular fund established by this Ordinance, with the restrictions that no such action may be taken which shall increase the budget in the event funds are not available to effectuate the purpose of the revision, and that the City Council shall hereafter be notified of such action by written report of the City Manager.

Section Five. Partial Invalidity. If any section, subdivision, sentence or clause of this Ordinance is for any reason held invalid or to be unconstitutional, such decision shall not affect the validity of the remaining portion of this Ordinance.

Section Six. That all Ordinances or parts of Ordinances conflicting with any of the provisions of this Ordinance be and the same are hereby repealed.

Section Seven. This Ordinance shall be in full force and effect from and after its passage.

PASSED this 12th day of April 2021.

APPROVED this _____ day of April 2021.

CITY OF BLOOMINGTON

_____
Tari Renner, Mayor

ATTEST

_____
Leslie Smith-Yocum, City Clerk

FY2022 Adoption Ordinance
Exhibit A

CITY OF BLOOMINGTON, IL
FY 2022
PROPOSED BUDGET
SUMMARY OF REVENUES, EXPENDITURES AND CHANGE IN FUND BALANCES BY FUND
(ALL FIGURES PROVIDED ARE ESTIMATES)

Fund	Budgetary Fund Balance 4/30/2020 [A]	FY 2021 Projected Revenues	FY 2021 Projected Expenditures	Projected Budgetary Fund Balance 4/30/2021 A	FY 2022 Adopted Revenues	FY 2022 Adopted Expenditures	Net Changes to Fund Balance [B]	Projected Fund Balance Ending 4/30/2022 [A]	Projected Fund Balance Percent	Projected Fund Balance Percent Change 21-22
General Fund	$ 24,914,092	$ 103,718,957	$ 103,718,957	$ 24,914,092	$ 109,021,701	$ 109,021,701	$ (617,416)	$ 24,296,676	22.29%	-2.48%
General Fund Total:	**$ 24,914,092**	**$ 103,718,957**	**$ 103,718,957**	**$ 24,914,092**	**$ 109,021,701**	**$ 109,021,701**	**$ (617,416)**	**$ 24,296,676**	**22.29%**	**-2.48%**
Special Revenue:										
Motor Fuel Tax	$ 11,321,804	$ 5,589,385	$ 2,073,460	$ 14,837,728	$ 20,272,966	$ 20,272,966	$ (13,544,792)	$ 1,292,936	6.38%	-91.29%
Board of Elections	$ 827,742	$ 616,022	$ 628,456	$ 815,308	$ 678,225	$ 678,225	$ (139,124)	$ 676,184	99.70%	-17.06%
Drug Enforcement	$ 1,224,924	$ 140,500	$ 563,850	$ 801,574	$ 293,250	$ 293,250	$ (152,750)	$ 648,824	221.25%	-19.06%
Community Development	$ (10,138)	$ 822,673	$ 822,673	$ (10,138)	$ 1,081,600	$ 1,081,600	$ -	$ (10,138)	-0.94%	0.00%
IHDA Single Family Owner Occupied Rehabilitation	$ (18,261)	$ 276,973	$ 276,973	$ (18,261)	$ 732,134	$ 732,134	$ -	$ (18,261)	-2.49%	0.00%
Library	$ 5,391,658	$ 5,597,421	$ 6,928,752	$ 4,060,327	$ 5,643,096	$ 5,643,096	$ 31,342	$ 4,091,669	72.51%	0.77%
Library Fixed Asset	$ 925,475	$ 4,000	$ 10,600	$ 918,875	$ 55,000	$ 55,000	$ (50,000)	$ 868,875	1579.77%	-5.44%
Park Dedication	$ 287,876	$ 47,403	$ 50,200	$ 285,079	$ 52,049	$ 52,049	$ 12,049	$ 297,128	570.86%	4.23%
Empire St. Corridor TIF	$ 2,919	$ 390,785	$ 190,716	$ 202,989	$ 393,900	$ 393,900	$ 138,400	$ 341,389	0.00%	0.00%
Downtown Southwest TIF	$ (235,921)	$ 5,313	$ 200	$ (230,808)	$ 5,075	$ 5,075	$ 2,675	$ (228,133)	0.00%	-1.16%
Downtown East Washington TIF	$ (203,651)	$ 387	$ 3,258	$ (206,522)	$ 2,400	$ 2,400	$ (2,010)	$ (208,532)	0.00%	0.97%
Special Revenue Total:	**$ 19,514,427**	**$ 13,490,862**	**$ 11,549,138**	**$ 21,456,151**	**$ 29,209,695**	**$ 29,209,695**	**$ (13,704,210)**	**7,751,941**	**26.54%**	**-63.87%**
Debt Service:										
General Bond and Interest	$ 3,201,995	$ 2,942,238	$ 3,109,323	$ 3,034,910	$ 3,082,407	$ 3,082,407	$ (355,586)	$ 2,679,323	86.92%	-11.72%
Arena Bond Redemption	$ 1,553,681	$ 1,584,641	$ 1,533,668	$ 1,604,654	$ 1,693,481	$ 1,693,481	$ 85,163	$ 1,689,818	99.78%	5.31%
Multi-Project Bond Redemption	$ 1,099,078	$ 1,060,756	$ 1,091,080	$ 1,068,754	$ 1,162,551	$ 1,162,551	$ 87,721	$ 1,156,475	99.48%	8.21%
Debt Service Total:	**$ 5,854,754**	**$ 5,587,634**	**$ 5,734,071**	**$ 5,708,318**	**$ 5,938,439**	**$ 5,938,439**	**$ (182,702)**	**$ 5,525,616**	**93.05%**	**-3.20%**
Capital Projects:										
Capital Improvement	$ 3,704,037	$ 1,740,615	$ 3,902,175	$ 1,542,476	$ 13,206,500	$ 13,206,500	$ (1,506,500)	$ 35,976	0.27%	-97.67%
Capital Lease	$ (3,920,462)	$ 5,167,751	$ 5,167,751	$ (3,920,462)	$ 5,333,115	$ 5,333,115	$ -	$ (3,920,462)	-73.51%	0.00%
Capital Improvement (Asphalt & Concrete)	$ 1,505,590	$ 6,189,267	$ 6,648,224	$ 1,046,633	$ 7,200,000	$ 7,200,000	$ (978,618)	$ 68,016	0.94%	-93.50%
Capital Project Total:	**$ 1,289,165**	**$ 13,097,633**	**$ 15,718,151**	**$ (1,331,353)**	**$ 25,739,615**	**$ 25,739,615**	**$ (2,485,118)**	**$ (3,816,470)**	**-14.83%**	**186.66%**
Enterprise:										
Water	$ 25,633,066	$ 18,628,326	$ 20,475,416	$ 23,785,977	$ 29,654,428	$ 29,654,428	$ (11,712,791)	$ 12,073,186	40.71%	-49.24%
Sewer	$ 3,706,114	$ 9,136,200	$ 9,273,759	$ 3,568,555	$ 11,134,398	$ 11,134,398	$ (1,595,898)	$ 1,972,658	17.72%	-44.72%
Storm Water	$ 1,042,589	$ 5,329,000	$ 5,122,042	$ 1,249,547	$ 5,535,000	$ 5,535,000	$ 203,803	$ 1,453,350	26.26%	16.31%
Solid Waste	$ 2,027,466	$ 7,501,000	$ 7,917,818	$ 1,610,647	$ 8,237,505	$ 8,237,505	$ (474,005)	$ 1,136,642	13.80%	-29.43%
Abraham Lincoln Parking Deck	$ 335,503	$ 265,831	$ 601,334	$ -	$ 361,630	$ 361,630	$ -	$ -	0.00%	0.00%
Golf Courses	$ 384,097	$ 2,300,867	$ 2,333,439	$ 351,525	$ 2,512,220	$ 2,512,220	$ (120,485)	$ 231,040	9.20%	0.00%
Grossinger Motors Arena	$ 482,073	$ 3,149,217	$ 3,075,401	$ 555,889	$ 5,122,444	$ 5,122,444	$ (555,889)	$ -	0.00%	-100.00%
Enterprise Total:	**$ 33,610,907**	**$ 46,310,441**	**$ 48,799,208**	**$ 31,122,140**	**$ 62,557,625**	**$ 62,557,625**	**$ (14,255,265)**	**$ 16,866,875**	**26.96%**	**-45.80%**
Internal Service Fund:										
Casualty Insurance	$ 3,394,340	$ 4,386,173	$ 4,644,612	$ 3,135,901	$ 4,532,284	$ 4,532,284	$ 16,300	$ 3,152,201	69.55%	0.52%
Employee Insurance and Benefits	$ 2,247,706	$ 11,560,342	$ 11,459,694	$ 2,348,354	$ 12,011,526	$ 12,011,526	$ 109,063	$ 2,457,417	20.46%	4.64%
Employee Retiree Group Healthcare	$ 410,619	$ 1,691,090	$ 1,707,580	$ 394,129	$ 1,807,050	$ 1,807,050	$ (16,490)	$ 377,639	20.90%	-4.18%
Internal Service Fund Total:	**$ 6,052,665**	**$ 17,637,605**	**$ 17,811,886**	**$ 5,878,384**	**$ 18,350,860**	**$ 18,350,860**	**$ 108,873**	**$ 5,987,257**	**32.63%**	**1.85%**
Fiduciary:										
JM Scott Total	$ 13,671,480	$ 1,184,850	$ 710,457	$ 14,145,873	$ 872,755	$ 872,755	$ (12,755)	$ 14,133,118	1619.37%	-0.09%
Fiduciary Fund Total:	**$ 13,671,480**	**$ 1,184,850**	**$ 710,457**	**$ 14,145,873**	**$ 872,755**	**$ 872,755**	**$ (12,755)**	**$ 14,133,118**	**1619.37%**	**-0.09%**
Total:	**$ 104,907,489**	**$ 201,027,984**	**$ 204,041,868**	**$ 101,893,604**	**$ 251,690,690**	**$ 251,690,690**	**(31,148,593)**	**$ 70,745,012**	**28.11%**	**-30.57%**

A Budgetary Fund Balance is similar to cash basis except short term payables and receivables are taken into account.
B Net use of fund balance column depicts uses or additions to fund balance reserves.

CITY OF Bloomington ILLINOIS

REGULAR AGENDA ITEM NO. 9.B

FOR COUNCIL: April 12, 2021

SPONSOR: Finance Department

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and action on an Ordinance Amending the Budget Ordinance for the Fiscal Year Ending April 30, 2022, related to the McLean County Museum of History, as requested by the Finance Department.

RECOMMENDED MOTION:
The proposed FY2022 Budget Amendment be approved.

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

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

BACKGROUND: The McLean County Museum of History is an asset to the City's downtown, serving as an attraction for visitors and providing the invaluable service of preserving the history of the area. As such, the City provides annual donations in support of its operations - and has incorporated those donations in the annual budget appropriation.

As Council Member Julie Emig is the Executive Director of the Museum, the annual donation of $45,000 that was excluded from the FY2022 Appropriation submitted to Council for approval. This donation is therefore being submitted for approval separately, as an amendment.

If the Amendment is approved, it is the intention of staff to include the donation in the final FY2022 totals in all published documents: given the annual FY2022 Appropriation of $251,690,690 is adopted as presented, this amendment will result in a final FY2022 Budget total of $251,735,690.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

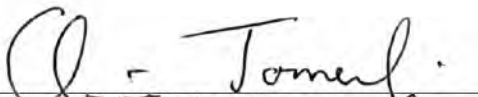
FINANCIAL IMPACT: If the Budget Amendment of $45,000 is approved, the final FY 2022 Adopted Budget for the City's twenty-nine (29) funds will be $251,735,690. The Ordinance and Exhibit follow this memo. The Exhibit list the accounts to be adjusted to include the $45,000 Budget Amendment.

COMMUNITY DEVELOPMENT IMPACT: N/A

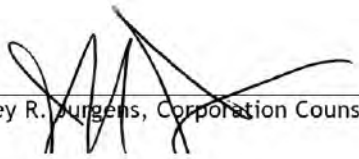
Respectfully submitted for Council consideration.

Prepared by: F. Scott Rathbun, Finance Director

Reviewed by:



Chris Tomerlin, Budget Manager 3/30/2021

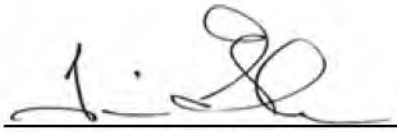


Jeffrey R. Jurgens, Corporation Counsel 4/6/2021



Tara Henry, Legislative Assistant 4/7/2021

Recommended by:



Tim Gleason, City Manager

Attachments:

- FIN 3B Ordinance McLean County Museum of History
- FIN 3C Exhibit McLean County Museum of History

ORDINANCE NO. 2021 - ___

AN ORDINANCE AMENDING THE BUDGET ORDINANCE FOR THE FISCAL YEAR ENDING APRIL 30, 2022

WHEREAS, on April 12, 2021 by Ordinance Number 2021-XX, the City of Bloomington passed a Budget and Appropriation Ordinance for the Fiscal Year Beginning May 1, 2021 and Ending April 30, 2022, City of Bloomington, which Ordinance was approved by Mayor Tari Renner on April X, 2021; and

WHEREAS, a Budget Amendment is needed as detailed below;

An Ordinance amending the Fiscal Year 2022 Budget, in the amount of $45,000, for the City's annual donation to the McLean County Museum of History as requested by the Finance Department.

Section One: Ordinance Number 2021-xx (the Budget and Appropriation Ordinance for the Fiscal Year Ending April 30, 2022) is further hereby amended by inserting the following line items and amount presented in the Exhibit and in the appropriate place in said Ordinances.

Section Two: Except as provided for herein, Ordinance Number 2021-xx shall remain in full force and effect, provided, that any budgeted or appropriated amounts which are changed by reason of the amendments made in Section One of this Ordinance shall be amended in Ordinance Number 2021-xx.

Section Three: This Ordinance shall be in full force and effect upon its passage and approval and publication as required by law.

PASSED this 12th day of April 2021.

APPROVED this ____ day of April 2021.

CITY OF BLOOMINGTON

_____
Tari Renner, Mayor

ATTEST

_____
Leslie Smith-Yocum, City Clerk

FY 2022 Budget Amendment-Exhibit

Account #	Fund	Account Description		Amount	Comments
10010010-40000	General	Use of Fund Balance	$	(45,000.00)	
10019170-75028	General	McLean County Museum of History	$	45,000.00	
		Net Transaction:	$	-	

CITY OF Bloomington ILLINOIS

REGULAR AGENDA ITEM NO. 9.C

FOR COUNCIL: April 12, 2021

SPONSOR: Administration Department

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and action on a Resolution Authorizing Entering into A Memorandum of Understanding with the Town of Normal, McLean County, Illinois State University and Illinois Wesleyan University to Support Innovation Throughout The Region, as requested by the Administration Department.

RECOMMENDED MOTION:
The proposed Resolution 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 5b. City decisions consistent with plans and policies
-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: For some time now, the City of Bloomington, Town of Normal, Illinois Wesleyan University, Illinois State University, McLean County, the Bloomington-Normal Economic Development Council and other entities have been working together on plans to collectively build upon the significant technology-related advantages that we have as a region. We have two universities and two colleges that bring significant talent and research opportunities, an expanding Rivian, and we are home to large insurance providers that will play a key role in the growth of electric/autonomous vehicles. Still, each of our organizations are looking to technology even more today as a way to better serve residents and students.

This Memorandum of Understanding (MOU) establishes a framework for the involved parties to pursue partnerships on projects, to ensure communications, provide support where applicable and to showcase the area as a "vibrant, innovative and sustainable community." Not only do we want to provide the ideas and initiatives that will solve the world's problems but also create an environment that "creates pathways to students to remain in the community after graduation" and attracts and retains the best and brightest talent. Just as importantly, the group will work to plan for how we provide equitable access to these advantages for all.

This MOU is still being considered by McLean County. This agreement does not represent a commitment to support or pursue specific projects or collaborations or a commitment of funds to any one party or project.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: The Town of Normal, McLean County, Illinois State University, Illinois Wesleyan University, The Bloomington Normal Economic Development Council, and the McLean County Regional Planning Commission.

FINANCIAL IMPACT: N/A

COMMUNITY DEVELOPMENT IMPACT: N/A

Respectfully submitted for Council consideration.

Prepared by: Billy Tyus, Deputy City Manager

Reviewed by:

Billy Tyus, Deputy City Manager 4/7/2021

Chris Tomerlin, Budget Manager 4/7/2021

Jeffrey R. Jurgens, Corporation Counsel 4/7/2021

Tara Henry, Legislative Assistant 4/7/2021

Recommended by:

Tim Gleason, City Manager

Attachments:

- ADM 5B Resolution_Innovation Alliance MOU Resolution 4.5.21 Final
- ADM 5C Exhibit A- MOU for Council Consideration 4.7.21

RESOLUTION NO. 2021 - ___

A RESOLUTION AUTHORIZING ENTERING INTO A MEMORANDUM OF UNDERSTANDING WITH THE TOWN OF NORMAL, MCLEAN COUNTY, ILLINOIS STATE UNIVERSITY AND ILLINOIS WESLEYAN UNIVERSITY TO SUPPORT INNOVATION THROUGHOUT THE REGION

WHEREAS, the City of Bloomington is a home-rule municipality located in the County of McLean, State of Illinois; and

WHEREAS, the Bloomington-Normal, McLean County region is uniquely positioned to serve as a national leader in the furtherance of innovative initiatives that would better the lives of residents locally, nationally and internationally; and

WHEREAS, the Town of Normal, McLean County, Illinois State University, Illinois Wesleyan University, and the City of Bloomington have drafted a Memorandum of Understanding, attached hereto labeled as Exhibit A and incorporated herein by reference for the primary purpose of ensuring the communication, coordination and regional structure necessary to implement initiatives as well as collaborate on technology driven initiatives of mutual interest where applicable; and

WHEREAS, the parties to this agreement wish to showcase the region as a vibrant, innovative and sustainable community while developing technologies, methods, and models for use across the country and around the world; and

WHEREAS, this agreement formalizes a framework for an ongoing collaborative effort to further this initiative with parties having a mutual interest to promote innovation and to collaborate where possible; and

WHEREAS, this agreement does not represent a commitment to support or pursue specific projects or collaborations or a commitment of funds to any one party or project.

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

SECTION 1. The above stated recitals are incorporated herein by reference.

SECTION 2. That the City is hereby authorized to enter into the Memorandum of Understanding attached hereto and labeled Exhibit A with the full faith and support of its Mayor and the Bloomington City Council.

SECTION 3. This resolution is passed and approved pursuant to the home rule authority granted by Article VII, Section 6 of the 1970 Illinois Constitution.

PASSED this 12th day of April 2021.

APPROVED this ____ day of April 2021.

CITY OF BLOOMINGTON

_____
Tari Renner, Mayor

ATTEST

_____
Leslie Smith-Yocum, City Clerk

EXHIBIT A

Memorandum of Understanding

Between

The Board of Trustees of Illinois State University, Illinois Wesleyan University

and

The Town of Normal, City of Bloomington and McLean County

This Memorandum of Understanding (MOU) sets forth the terms and understandings between the named parties to pursue their mutual interest to promote innovation and to collaborate, research, develop, deploy and evaluate technology and analytically based solutions to the problems facing the systems and infrastructure that serve the quality of life and economy of the Town of Normal ("Town"), City of Bloomington ("City"), McLean County ("County")and other communities, cities, counties and metropolises around the globe.

Background

Illinois State University and Illinois Wesleyan University in conjunction with the Town, City and County and other regional agencies, hereby establish an initiative to connect problems in the community to research and educational projects that might help solve those problems. The parties have clearly emphasized the willingness to be collaborators and leaders in innovation to achieve more effective and efficient government and improve the lives of citizens. This emphasis is outlined in the existing strategic long-range plans. The parties wish to show-case the McLean County area as a vibrant, innovative and sustainable community while developing technologies, methods, and models for use across the country and around the world. The parties also wish to create a pathway for students to remain in and contribute to the community after graduation.

Purpose

The primary purpose of this MOU is to ensure the communication and coordination necessary to implement research and educational projects agreed upon by the parties as well as collaborate on technology driven initiatives of mutual interest. This MOU does not represent a commitment on behalf of the parties to pursue specific projects or collaborations. Future projects may require subsequent agreements between the parties and may be subject to governing body approvals.

Process

This purpose will be accomplished through the following process:

1. The Mayors, Board Chairs and the Presidents of the Universities shall designate a lead person on behalf of the organization.
2. The Mayors, Board Chairs and their leads will identify problems that University research and/or educational projects might address;
3. The University leads will identify research and/or educational projects that might help address Community problems;
4. The parties will meet on a regular basis to discuss the potential projects identified by the parties and:
    a. Reach agreement on which projects to pursue;
    b. Concur on a plan for implementation for each agreed upon project;

c. Monitor progress and prospects for each project.
d. In accordance with any statutes, rules or regulations, coordinate mutual support for fundraising from third parties in support of agreed upon projects.

A secondary purpose is to mutually pursue collaborations with other parties to share and expand our knowledge and pursue research, development and deployment projects with multiple universities and communities.

Funding
This MOU is not a commitment of funds to any party on behalf of the other party. When funding is needed by a party to pursue an agreed upon project, then the expectation is that the funding may be pursued by one party with the endorsement and support of the others.

Liability
It is understood and agreed that neither party to this MOU shall be legally liable for any negligent or wrongful acts, either of commission or omission, of the other, unless such liability is imposed by law and this MOU shall not be construed as seeking to either enlarge or diminish any obligation or duty owed by one party against the other or against third parties.

Duration
This MOU is at-will and may be modified by mutual consent of authorized officials of the parties. This MOU shall become effective upon the date of the final signature by the appropriate parties representing this MOU and can be terminated with 30 days' notice by any party.

Signatures:

[redacted]

President of the Board of Trustees
of the Town of Normal, Illinois

Date: 03.19.2021

_____

Mayor
City of Bloomington, Illinois

Date: _____

_____

Chairman of the Board
McLean County, Illinois

Date: _____

[redacted]

President of Illinois State University

Date: 3/17/2021

Reviewed and Approved
as to legal form
Office of General Counsel

[redacted]

President of Illinois Wesleyan University

Date: 3/22/21

CITY OF Bloomington ILLINOIS

REGULAR AGENDA ITEM NO. 9.D

FOR COUNCIL: April 12, 2021

SPONSOR: Public Works Department

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and action to approve the Purchase of one (1) Air Burners, Inc., Model S220 Refractory Walled Air Curtain Burner Machine, with associated accessories and training, from Air Burners, Inc. utilizing the GSA Contract (#47QMCA20D000C), in the amount of $128,057.40, as requested by the Public Works Department.

RECOMMENDED MOTION:
The proposed Purchase 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
-Objective 1a. Budget with adequate resources to support defined services and level of services



BACKGROUND: Public Works is recommending the approval of the purchase of one Air Burners, Inc., Model S220 Refractory Walled Air Curtain Burner Machine, with associated accessories and training, from Air Burners, Inc., of Palm City, Florida, utilizing the GSA Contract (#47QMCA20D000C - exp. 11/6/2024), in the amount of $128,057.40. The total purchase amount includes the purchase of an Ash Rake for $2,500.00 and virtual training for $800.00. Air Burners does not currently offer in-person training as a result of COVID-19.

Staff evaluated the use of an air curtain burner for disposal of brush disposal in lieu of paying for brush disposal costs. The proposed unit disposes of brush by burning it in an enclosed metal box using forced air. Using this method reduces smoke and other air contaminants when compared to traditional burning. The byproduct from burning the brush in an air burner is a clean natural ash biochar. The biochar can be sold to local farmers, tree nurseries, and community gardens. The ash rake included in the purchase will be used to remove the biochar. The proposed location for the air curtain burner is outside of the City of Bloomington, about a five-minute drive from the current brush disposal transfer station. The proposed location is shown in the attached map.

The current brush disposal costs are approximately $250,000.00 to $300,000.00 per year. Startup costs for the air burner setup would be approximately $164,000.00, which includes

fencing to secure the equipment. Operating costs are approximately $9,000.00 per year. Since Public Works budgeted $460,000.00 for a tub grinder in FY 2021, staff found that using an air burner instead would save $296,000.00 in the first year. In subsequent years, by removing disposal costs and using existing employees, staff found that the air burner would save about $291,000.00 per year.

Staff has performed initial coordination with the Illinois Environmental Protection Agency related to permitting requirements and the proposed location. Based on staff's initial coordination with the IEPA, the proposed site is a permittable location. Staff will submit a formal permit application to the IEPA if approved to purchase the air curtain burner. The proposed site is located on City property outside of City limits. Therefore, staff has also coordinated with McLean County Building & Zoning Department and was able to determine that the County will not require a permit. Staff has received information from the vendor indicating that an air curtain burner is more environmentally friendly than other methods.

City staff is aware of heightened concerns regarding the current COVID-19 pandemic. However, this purchase is a priority of the City, and staff is recommending it be approved to reduce costs associated with brush disposal. The purchase is also a priority because brush disposal is necessary for a clean and sustainable environment.

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 expenditures on items such as collecting garbage, recycle, bulk waste, and brush; operating the Citizen Convenience Center; clearing brush, weeds, and tree limbs from alleys; cleaning medians and alleys; repairing gravel alleys; street sweeping; and overseeing the implementation of the Materials Recovery and Resource Management Plan. 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 Public Works Department has budgeted $460,000 for the purchase of a tub grinder for the Solid Waste Division. If approved, the Air Burner unit, training and Ash Rake will cost $128,057.40. It will be paid for using the Capital Lease-Capital Outlay Equipment Other Than Office account (40110143-72140). Stakeholders can locate this in the FY 2021 Budget Book titled "Other Funds & Capital Improvement" on pages 88 and 95.

COMMUNITY DEVELOPMENT IMPACT: Goal NE-5. Provide more efficient and sustainable municipal solid waste management, Objective NE-5.1. Reduce costs associated with brush disposal.

Respectfully submitted for Council consideration.

Prepared by: Greg Koch, Operations Manager

Reviewed by:

Kevin Kothe, Director of Public Works 3/31/2021

Carla Murillo, Procurement Manager 4/5/2021

Chris Tomerlin, Budget Manager 4/5/2021

Jeffrey R. Jurgens, Corporation Counsel 4/5/2021

Tara Henry, Legislative Assistant 4/7/2021

Recommended by:

Tim Gleason, City Manager

Attachments:

- PW 7B Quote_Air Burner Machine Purchase 03222021
- PW 7C Price List_Air Burner Machine Purchase 03222021
- PW 7D Map_Air Burner Machine Purchase 03222021

AirBurners

Proforma Invoice

DATE 9-Mar-2021

AIR BURNERS, INC.
4390 SW Cargo Way
Palm City, FL 34990 USA
Phone 772-220-7303 Fax 772-220-7302
www.AirBurners.com

Our Reference # S22010123
Email: mschmitt@airburners.com
Mobile Phone: 772-631-8140

GSA# AIR BURNERS, INC [47QMCA20D000B] Training
GSA# AIR BURNERS, INC [47QMCA20D000C] Air Curtain Incinerators

Bill To:
City of Bloomington Public Services
401 East Street
Hudson, Illinois 61701

Ship To:
City of Bloomington
2401 S Rivian Mtwy.
Bloomington IL, 61705

Phone	309-434-2320 JT Thomas
Email	JTTHOMAS@CITYBLM.ORG

FOB POINT	SHIP DATE ARO	SHIP VIA	PAYMENT TERMS
Palm City, FL	10-12 Weeks	Truck	See Note 1

ITEM	QUANTITY	DESCRIPTION	P/N	UNIT PRICE $	AMOUNT $
1	1	2020 Air Burner Model S220 Refractory Lined Fire Box with Three-cylinder Turbo Diesel Engine approx. 49 HP, HATZ Model 3H50TIC (Does not require DEF) or equivalent engine; Emissions certified US EPA Tier 4 FINAL; Engine mounted PTO	S220	$ 124,757.40	$124,757.40
2	1	Ash Rake S220	5000-1907	$ 3,520.00	$ 2,500.00
3	1	Virtual Training	5000-2500	$ 800.00	$ 800.00
4	LOT	Loading (See Note 3)	Service	Included	Included
				TOTAL DUE	**$128,057.40**

NOTES:

Note 1 Payment Terms: 50% down payment with purchase order, balance before unit is shipped from factory.

Note 2 Taxes: Buyer will pay all taxes, such as sales taxes, use tax or any other tax directly to the competent authorities. No taxes are included in this Quotation.

Note 3 The S220 will be shipped as standard load on a Common Carrier Truck. Unloading cost, if any, at destination is not included in Line Item 3 and is to the account of Buyer.

Note 4 The optional ash clean-out implement with universal quick disconnect face-plate for Skidsteer, Bobcat, etc. will travel inside the FireBox. **The optional ash rake is discounted $1,020 off the total cost.**

Note 5 The prices stated in this Quotation are valid for 90 days.

Note 6 The published specifications for the S220 applies. Please, see www.airburners.com

Note 7 We offer optional two-day virtual day training for $800. Please, see also https://www.airburners.com/ab-operator_training.htm

We thank your for the opportunity to be of service!

[redacted]

Michael Schmitt
Sales Manager

City Manager Tim Gleason Approval

Date Signed

AirBurners

GSA Contract Holder

GSA AIR CURTAIN BURNER PRICE SCHEDULE

Contract # 47QMCA20D000C - Air Curtain Burner FireBoxes

(Applicable SIN: 271 105 - Forestry, Mulching, Brush Cutting, and Land Clearing Equipment and Attachments)

Contract # 47QMCA20D000B - Ancillary Services by Air Burners

(Applicable SIN: 271 114 - Ancillary Services Training, Certification, Commissioning, etc.)

Effective November 13, 2019

MODEL	DESCRIPTION	Price $
	TRAILER MOUNTED MACHINES (SIN 271-105)	
T-24	BurnBoss® with On-Board Kubota Z482-E3 Diesel Engine (USEPA Tier 4) Towable FireBox with official VIN	57,563.47
	SKID-MOUNTED ABOVE GROUND REFRACTORY WALLED PORTABLE FIREBOX SERIES (SIN-271-105)	
S-116 S-116E	FireBox Powered by 49 HP HATZ 3H50 Diesel Engine (USEPA Tier 4) FireBox Powered by 480V 3-Phase Electric Motor with VFD Speed Control	104,063.36
S-116R	Roll-off FireBox with Steel Floor Powered by 49 HP HATZ 3H50 Diesel Engine (USEPA Tier 4) Offered for Standard Cable Hoist or Hook Lift (J-Hook) Roll-off Trucks	114,260.29
S-119 S-119E	FireBox Powered by 49 HP HATZ 3H50 Diesel Engine (USEPA Tier 4) FireBox Powered by 480V 3-Phase 50Hz or 60Hz Electric Motor with VFD Speed Control	111,268.45
S-119R	Roll-off FireBox with Steel Floor Powered by 49 HP HATZ 3H50 Diesel Engine (USEPA Tier 4) Offered for Standard Cable Hoist or Hook Lift (J-Hook) Roll-off Trucks	125,418.96
S-220 S-220E	FireBox Powered by 49 HP HATZ 3H50 Diesel Engine (USEPA Tier 4) FireBox Powered by 480V 3-Phase 50Hz or 60Hz Electric Motor with VFD Speed Control	124,757.40
S-327 S-327E	FireBox Powered by 75 HP HATZ 4H50 Diesel Engine (USEPA Tier 4) FireBox Powered by 480V 3-Phase 50Hz or 60Hz Electric Motor with VFD Speed Control	172,842.48
S-330 S-330E	FireBox Powered by 75 HP HATZ 4H50 Diesel Engine (USEPA Tier 4) FireBox Powered by 480V 3-Phase 50Hz or 60Hz Electric Motor with VFD Speed Control	182,087.66
	Services Related to Air Burners Machines (SIN 271-114)	
5000-2500	On-site Operator Training and Certification, 2 Days, Firm Fixed Price; East of Mississippi	3,771.89
5000-2501	On-site Operator Training and Certification, 2 Days, Firm Fixed Price; West of Mississippi	3,929.87
	General Accessories (Non-GSA)	
5000-1904	Ash Rake for S-200/S100 w/Universal Quick Disconnect Faceplate for Skidsteer, Bobcat or Plain Faceplate (Weld Your Own Interface); All Others at Surcharge	3,520.00
5000-1905	Ash Clean-Out Rake for S-327 & S-330 - Plain Steel Faceplate (Weld Your Own Interface) or Custom Interfaces, Prices on Request Only	5,200.00

*) Prices are based on GSA Schedules 47QMCA20D000B (GS-30F-004KA) and 47QMCA20D000C (GS-30F-005KA) . Prices are in US Dollars FOB Destination within the 48 contiguous US Mainland States. Please, contact us for freight surcharges to destinations in Hawaii, Alaska, Guam and Puerto Rico. For shipments to destination overseas, the prices apply for delivery to any major US seaport of embarkation within the 48 contiguous US Mainland States. All air curtain burners are made in the USA and shipped completely assembled. PGF Systems require some setup and integration on-site. The cost of truck unloading, if any, at destination is to the account of Buyer and is not included in the prices of this Schedule. Prices are subject to change without notice.

AIR BURNERS, INC.
4390 SW Cargo Way • Palm City, FL 34990
Phone 772-220-7303 • FAX 772-220-7302
E-mail: info@AirBurners.com • www.AirBurners.com
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City of Bloomington ILLINOIS

Public Works Department

Proposed Air Curtain Burner Location

0 850 1,700

Feet

Date: 3/5/2021



CITY OF Bloomington ILLINOIS

REGULAR AGENDA ITEM NO. 9.E

FOR COUNCIL: April 12, 2021

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 an Ordinance Amending Ordinance 2020-18 to Modify Section 2(J) Regarding Water Shut Offs & Repayment Plans, as requested by the Legal Department.

RECOMMENDED MOTION:
The proposed Ordinance Amending Ordinance 2020-18 regarding Water Shut Offs & Repayment Plans 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.

On April 2, 2021, Governor Pritzker issued a new 30-day disaster proclamation related to the pandemic. As the community, including the City's businesses and residents, continues to address the impacts of the COVID-19 pandemic, City staff is not currently recommending the repeal of the Ordinance at this time. The City's Emergency Ordinance has been used primarily to assist local businesses (e.g., permit and licensing extensions, outdoor dining, etc.) and ensure the continuity of operations at the City.

Although City staff is not recommending repeal of the City's emergency ordinance, an amendment is recommended to allow the resumption of water shut offs. In the original ordinance, the City Council enacted a suspension of water shut offs. This followed similar protocols for utilities at the State level and by other providers. As it has now been over 12

months, and utility moratoriums are generally no longer in effect, City staff is recommending amending the provisions in Ordinance 2020-18 to allow water utility shut offs, liens and penalties to resume effective June 1, 2021, for those customers that do not have a water repayment agreement with the City. Knowing that many customers have fallen behind during the pandemic, the amendment to Ordinance 2020-18 also authorizes the City Manager to issue an executive order to authorize special and expanded repayment terms and/or settlements.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: There is no new financial impact associated with continuing Ordinance 2020-18 in effect. If approved, the amendment to Ordinance 2020-18 is likely to increase past-due water collections which currently exceed $1,000,000.

COMMUNITY DEVELOPMENT IMPACT: The continuation of Ordinance 2020-18 allows several key functions of the Economic & Community Development Department to continue that do not include statutorily mandated public hearings, as well as the expansion of certain business operations for outdoor dining.

Respectfully submitted for Council consideration.

Prepared by: Jeffrey Jurgens, Corporation Counsel

Reviewed by:

Chris Tomerlin, Budget Manager 4/5/2021

Jeffrey R. Jurgens, Corporation Counsel 4/5/2021

Tara Henry, Legislative Assistant 4/7/2021

Recommended by:

Tim Gleason, City Manager

Attachments:

- LGL 1B Local Emergency Declaration Ordinance 2020-18
- LGL 1C Ord. No. 2020 - 21
- LGL 1D Ord. No. 2020 - 25
- LGL 1E Ord. No. 2020 - 30

- LGL 1F Ord. No. 2020 - 38
- LGL 1G Ord. No. 2020 - 45
- LGL 1H Ord. No. 2020 - 61
- LGL 1I Ord. No. 2021 - 2
- LGL 1J Ord. 2021 - ___ Water Shut Off Amendment to Local Emergency Declaration Ordinance

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

(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.

(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.

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

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ORDINANCE NO. 2020 - 21

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.

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APPROVED this 15th day of April 2020.

CITY OF BLOOMINGTON

Tari Renner

Tari Renner, Mayor

ATTEST

Leslie Yocum

Leslie Smith-Yocum, City Clerk

CITY OF BLOOMINGTON ESTABLISHED 1850

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ORDINANCE NO. 2020 - 25

AN ORDINANCE AMENDING THE LOCAL EMERGENCY DECLARATION ORDINANCE, ORDINANCE 2020-18, TO ADD A NEW SECTION 2(P) TO ALLOW THE PRORATION OF THE CITY'S VIDEO GAMING LICENSE FEES

BE IT ORDAINED by the City Council of the City of Bloomington, Illinois:

SECTION 1. That Ordinance 2020-18 is hereby amended by adding a new Section 2(P) as follows:

(P) Video Gaming License Fee Proration; Other License Fee Prorations. To account for the mandated closure of video gaming establishments, the City shall prorate the City's video gaming license fee as follows: (1) for the license year May 1, 2019, through April 30, 2020, the City shall reimburse license holders 12% of the license fee paid within 15 days of adoption of this Ordinance; and (2) for the license year May 1, 2020, through April 30, 2021, the City shall issue a refund of the license fee based on the prorated amount of time the establishment was not authorized to operate within said year by the Illinois Gaming Board due to the COVID-19 pandemic or may otherwise offset said amount when the license fee is paid. Any such refund shall be paid by the City within 15 days after video gaming establishments are lawfully authorized to resume operations by the Illinois Gaming Board. The City Manager is similarly authorized, by Executive Order, with the written concurrence of both the Mayor and Mayor Pro Tem, to prorate other annual City license fees for license holders that are not permitted to operate by state or federal mandate due to the COVID-19 pandemic.

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 27th day of April 2020.

APPROVED this 28th day of April 2020.

CITY OF BLOOMINGTON

Tari Renner

Tari Renner, Mayor

ATTEST

Leslie Yocum

Leslie Smith-Yocum, City Clerk

CITY OF BLOOMINGTON ESTABLISHED 1850

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ORDINANCE NO. 2020 - 30

AN ORDINANCE AMENDING THE LOCAL EMERGENCY DECLARATION ORDINANCE, ORDINANCE 2020-18, TO ADD A NEW SECTION 2(Q) REGARDING LIQUOR LICENSE FEES AND A NEW SECTION 2(R) REGARDING COVID-19 GRANTS

BE IT ORDAINED by the City Council of the City of Bloomington, Illinois:

SECTION 1. That Ordinance 2020-18 is hereby amended by adding a new Section 2(Q) as follows:

> (Q) Liquor License Fee Proration. Establishments with a City liquor license that are not operating due to the pandemic, may apply to have their license fees prorated for the license year based on the amount of time the business was closed due to Executive Order of the Governor of the State of Illinois. To qualify for a proration in the license fee, the establishment must have been closed and may not have been providing curbside pickup and/or delivery. This shall be a one-time proration and only for establishments that were closed continually for at least 30 days. Establishments must apply for the proration refund to the City Clerk and shall be required to provide proof of closure by affidavit and/or other documentation as deemed appropriate by the City Clerk. Applications must be received by the City Clerk at least 30 days after establishments are allowed to have customers/patrons "dine-in" regardless of capacity restrictions.

SECTION 2. That Ordinance 2020-18 is hereby amended by adding a new Section 2(R) as follows:

> (R) COVID-19 GRANT AGREEMENTS. The City Manager, or designee, is authorized to enter into grant agreements on behalf of the City related to the COVID-19 pandemic and to submit grant applications related to same.

SECTION 3. Except as provided herein, Ordinance 2020-18, as amended, shall remain in full force and effect.

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

SECTION 5. 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 6. This ordinance shall be effective immediately after its execution and publication as required by law.

PASSED this 11th day of May 2020.

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APPROVED this 12th day of May 2020.

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CITY OF BLOOMINGTON

Tari Renner

Tari Renner, Mayor

ATTEST

Leslie Yocum

Leslie Smith-Yocum, City Clerk

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ORDINANCE NO. 2020 - 38

AN ORDINANCE AMENDING THE LOCAL EMERGENCY DECLARATION ORDINANCE, ORDINANCE 2020-18, TO ADD A NEW SECTION 2(S) REGARDING TEMPORARY OUTDOOR BUSINESS OPERATIONS AND STREET CLOSURES

BE IT ORDAINED by the City Council of the City of Bloomington, Illinois:

SECTION 1. That Ordinance 2020-18 is hereby amended by adding a new Section 2(S) as follows:

> (S) Temporary Outdoor Business Operations & Street Closures. The City Manager shall have the authority, through Executive Order, to temporarily close streets, or portions thereof, for outside use by businesses when said closure can be performed in a safe manner. The City Manager is also authorized to allow for the outdoor temporary expansion of premises for businesses, including but not limited to on closed public streets and/or other right-of-way areas of the City, including parking lots, parking spaces and alleys. The City Manager shall provide for the closure of any streets and the process for expansion of premises by Executive Order. No fee shall be required for any expansion, but appropriate insurance, waivers, barriers, plans, and other safety measures may be required. The City Manager may likewise waive any other requirements related to the expansion of a business premises for off-premises use and/or the placement of tents for outdoor use and may implement other Executive Orders to allow for and expedite the allowance of outdoor business operations.

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 26th day of May 2020.

APPROVED this 27th day of May 2020.

CITY OF BLOOMINGTON

Tari Renner

Tari Renner, Mayor

ATTEST

Leslie Yocum

Leslie Smith-Yocum, City Clerk

CITY OF BLOOMINGTON ESTABLISHED 1850

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ORDINANCE NO. 2020 - 45

AN ORDINANCE AMENDING THE LOCAL EMERGENCY DECLARATION ORDINANCE, ORDINANCE 2020-18, TO MODIFY SECTION 2(H) REGARDING THE MORATORIUM ON INTEREST, FINES AND PENALTIES

BE IT ORDAINED by the City Council of the City of Bloomington, Illinois:

SECTION 1. That Ordinance 2020-18 is hereby amended by modifying Section 2(H) as follows:

(S) 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 and thereafter until our region begins Phase 4 of the Restore Illinois Plan, 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 ninety (90) days after our region hits Phase 4 of the Restore Illinois Plan, expected to be June 26, 2020, ~~30 days after the conclusion of 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.

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 24th day of June 2020.

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APPROVED this 25th day of June 2020.

CITY OF BLOOMINGTON

Tari Renner

Tari Renner, Mayor

ATTEST

Leslie Yocum

Leslie Smith-Yocum, City Clerk

CITY OF BLOOMINGTON ESTABLISHED 1853

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ORDINANCE NO. 2020 - 61

AN ORDINANCE AMENDING THE LOCAL EMERGENCY DECLARATION ORDINANCE, ORDINANCE 2020-18, TO ADD A NEW SECTION 2(T) SUSPENDING DOWNTOWN SHUTTLES

BE IT ORDAINED by the City Council of the City of Bloomington, Illinois:

SECTION 1. The City Council finds that: (1) as McLean County is currently on the warning level for the new cases per 100,000, additional emergency measures are necessary to restrict the spread of COVID-19; and (2) the operation of the downtown shuttles, used to carry patrons to and from bars in vehicles where social distancing is not possible, creates a public health and safety risk during this time of rising cases; and (3) that the suspension of downtown shuttles is necessary for the public health and safety of the community.

SECTION 2. That Ordinance 2020-18 is hereby amended by adding a new Section 2(T) as follows:

> (T) Suspension of Downtown Shuttles. All licenses and certificates of public convenience for downtown shuttles issued under Chapter 40, Article X of the City Code are hereby suspended and no downtown shuttle shall operate until the repeal and/or termination of this Ordinance or provision. No additional and/or new licenses or certificates shall be issued until the repeal or termination of this Ordinance or provision.

SECTION 3. Except as provided herein, Ordinance 2020-18, as amended, shall remain in full force and effect.

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

SECTION 5. 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 6. This ordinance shall be effective immediately after its execution and publication as required by law.

PASSED this 14th day of September 2020.

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APPROVED this 16th day of September 2020.

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CITY OF BLOOMINGTON

Tari Renner

Tari Renner, Mayor

ATTEST

Leslie Smith-Yocum

Leslie Smith-Yocum, City Clerk

CITY OF BLOOMINGTON ESTABLISHED 1850

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ORDINANCE NO. 2021 - 2

AN ORDINANCE AMENDING THE LOCAL EMERGENCY DECLARATION ORDINANCE, ORDINANCE 2020-18, TO MODIFY SECTION 2(Q) TO ALLOW THE CONTINUED PRORATION OF THE CITY'S LIQUOR LICENSE FEES

BE IT ORDAINED by the City Council of the City of Bloomington, Illinois:

SECTION 1. That Ordinance 2020-18, Section 2(Q) is amended as follows:

(Q) Liquor License Fee Proration. Establishments with a City liquor license that are not operating due to the pandemic, may apply to have their license fees prorated for the license year based on the amount of time the business was closed due to Executive Order of the Governor of the State of Illinois. To qualify for a proration in the license fee, the establishment must have been closed and may not have been providing curbside pickup and/or delivery. ~~This shall be a one-time proration and only for establishments that were closed continually for at least 30 days.~~ Establishments must apply for the proration refund to the City Clerk and shall be required to provide proof of closure by affidavit and/or other documentation as deemed appropriate by the City Clerk. Applications must specify the dates the Establishment was closed as a result of orders by the State of Illinois. A new application must be filed each time the establishment is closed as a result of the orders by the State of Illinois. New applications for fee refund prorations that occurred for closings in the 2020 calendar year must be filed by March 1, 2021. Applications for any fee refunds prorations that occur as the result of closings in the 2021 calendar year must be filed by January 31, 2022. ~~Applications must be received by the City Clerk at least 30 days after establishments are allowed by executive order of the Governor or other change in the law, to have customers/patrons "dine-in" regardless of capacity restrictions.~~

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 11th day of January 2021.

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APPROVED this 13th day of January 2021.

CITY OF BLOOMINGTON

Tari Renner

Tari Renner, Mayor

ATTEST

Leslie Smith-Yocum

Leslie Smith-Yocum, City Clerk



ORDINANCE NO. 2021 - ____

AN ORDINANCE AMENDING THE LOCAL EMERGENCY DECLARATION ORDINANCE, ORDINANCE 2020-18, TO MODIFY SECTION 2(J) REGARDING WATER SHUT OFFS AND REPAYMENT PLANS

BE IT ORDAINED by the City Council of the City of Bloomington, Illinois:

SECTION 1. That Ordinance 2020-18, Section 2(J) is amended as follows:

(J) Water Shut Offs. All City utility shut offs, penalties, and liens for nonpayment shall be suspended through May 31, 2021. ~~while this Ordinance is in effect~~. Shut offs, penalties and liens shall resume on past-due accounts according to pre-pandemic policies, not subject to a repayment plan, beginning June 1, 2021. The City Manager shall and is authorized to issue an Executive Order establishing a special re-payment terms, settlements, and/or plans for those with past-due water utility bills to take into account the impact of the pandemic.

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 12th day of April 2021.

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APPROVED this ___ day of April 2021.

CITY OF BLOOMINGTON

_____
Tari Renner, Mayor

ATTEST

_____
Leslie Smith-Yocum, City Clerk