CITY OF Bloomington ILLINOIS

SPECIAL SESSION CITY COUNCIL MEETING AGENDA
CITY COUNCIL CHAMBERS
109 EAST OLIVE STREET, BLOOMINGTON, IL 61701
THURSDAY, MARCH 26, 2020, 6:00 P.M.

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

   A. Proclamation recognizing April 2020 as Child Abuse Prevention Month, as requested by the Administration Department. *(Recommended Motion: None; recognition only.)*

6. **Public Comment**
7. **Consent Agenda**

   Electronic Roll Call Vote

   A. Consideration and action to approve the Minutes of the February 24, 2020 Regular City Council Meeting, as requested by the City Clerk Department. *(Recommended Motion: The proposed Minutes be approved.)*

   B. Consideration and action to approve Bills and Payroll in the amount of $8,273,186.88, as requested by the Finance Department. *(Recommended Motion: The proposed Bills and Payroll be approved.)*

   C. Consideration and action to approve the Purchase of five (5) International HV507 Trucks with equipment from Rush Truck Center of Normal, IL, in the amount of $909,875, using the State of Illinois Contract (# 19-416-CMS-BOSS4-P-8607), and authorization to dispose of the four Dump Trucks and one Chassis (with an estimated resale value of $111,000) by public auction, as requested by the Public Works Department. *(Recommended Motion: The proposed Purchase and Disposal be approved.)*

   D. Consideration and action to approve the Purchase of eight (8) Ford Police patrol vehicles through the State of Illinois Joint Purchase Contract (#18-416CMS-BOSS4-750) from Morrow Brothers Ford of Greenfield, IL, in the amount of $392,810, as requested by the Public Works Department and the Police Department. *(Recommended Motion: The proposed Purchase be approved.)*

   E. Consideration and action to approve the Purchase of a 2020 Ford Escape Hybrid to be delivered by Sam Leman Ford, from National Auto Fleet Group of Watsonville CA, using the Sourcewell contract 120716-NAF (exp. 1/17/2021), in the amount of $29,576.58, as requested by the Public Works Department and

the Parks, Recreation and Cultural Arts Department. *(Recommended Motion: The proposed Purchase be approved.)*

F. Consideration and action to approve a Preliminary Engineering Services Agreement for Motor Fuel Tax (MFT) Funds with Farnsworth Group, Inc., and an MFT Resolution, in the amount of $265,000, for Engineering Design of Jersey Avenue Bridge Rehabilitation, as requested by the Public Works Department. *(Recommended Motion: The proposed Agreement and Motor Fuel Tax Resolution be approved.)*

G. Consideration and action to approve an Agreement with Farnsworth Group, Inc., for the Pipeline Rd - Division G project, in the amount of $486,790.90, as requested by the Public Works Department. *(Recommended Motion: The proposed Agreement be approved.)*

H. Consideration and action to approve a Highway Authority Agreement at 1102 North Hershey Road, as requested by the Public Works Department. *(Recommended Motion: The proposed Agreement be approved.)*

I. Consideration and action to approve Funding for Stabilization Installation Work for the Evergreen Lake Tributary 2 (T-2) Streambank 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 $48,682, as requested by the Public Works Department. *(Recommended Motion: The proposed Funding be approved.)*

J. Consideration and action to approve a Contract with IronHustler Excavating, Inc, in the amount of $43,675.50, for demolition of the Police Training Facility Lodge, as requested by the Facilities Department and the Police Department. *(Recommended Motion: The proposed Contract be approved.)*

K. Consideration and action to approve a Contract with CDM Smith Inc. for the Water Treatment Plant Chemical Systems Improvements Design, in the amount not to exceed $199,700, as requested by the Public Works Department. *(Recommended Motion: The proposed Contract be approved.)*

L. Consideration and action to approve a Contract with CDM Smith Inc. for the Water Treatment Plant - Corrosion Control Treatment Study, in the amount not to exceed $169,630, as requested by the Public Works Department. *(Recommended Motion: The proposed Contract be approved.)*

M. Consideration and action to approve a Contract with CDM Smith Inc. for the Water Treatment Plant Radium Waste Feasibility Study, in the amount not to exceed $49,840, as requested by the Public Works Department. *(Recommended Motion: The proposed Contract be approved.)*

N. Consideration and action to approve a Professional Services Contract with Clark Dietz, Inc., in the amount not to exceed $630,000, for professional engineering services related to Locust Colton CSO Elimination and Water Main Replacement, Phase 3, as requested by the Public Works Department. *(Recommended Motion: The proposed Contract be approved.)*

O. Consideration an action on a Resolution Waiving the Formal Bidding Requirements and Approving the Purchase of the WinCan Software Package and Associated Services from Key Equipment & Supply Co. for the City's Camera Inspection Equipment, in the amount not to exceed $49,970, as requested by the Public Works Department. *(Recommended Motion: The proposed Resolution and Purchase be approved.)*

P. Consideration and action on a Resolution Adopting the Official 2019 Zoning Map for the City of Bloomington with Amendments, which Supersedes and Replaces the Official 2018 Zoning Map Adopted by Council on March 11, 2019, as requested by the Community Development Department. *(Recommended Motion: The proposed Resolution be approved.)*

Q. Consideration and action on a Resolution Establishing the Streets to be Resurfaced in Fiscal Years 2021 and 2022, Authorizing 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 2021 General Street Resurfacing Program, as requested by the Public Works Department. *(Recommended Motion: The proposed Resolution be approved.)*

R. Consideration and action on an Ordinance Authorizing the City Of Bloomington, McLean County, Illinois to Borrow Funds from the Water Pollution Control Loan Program, as requested by the Public Works Department. *(Recommended Motion: The proposed Ordinance be approved.)*

S. Consideration and action on an Ordinance Authorizing the City of Bloomington, McLean County, Illinois, to Borrow Funds from the Public Water Supply Loan Program, as requested by the Public Works Department. *(Recommended Motion: The proposed Ordinance be approved.)*

T. Consideration and action on an Ordinance Prohibiting the Use of Groundwater as a Potable Water Supply by the Installation or Use of Potable Water Supply Wells or by any other Method, at 1901 West Market Street, as requested by the Public Works Department. *(Recommended Motion: The proposed Ordinance be approved.)*

U. Consideration and action on an Ordinance Adopting Multiple Map Amendments to the Official Zoning Map for Properties in the City of Bloomington, to Amend Errors and Make the Map Consistent with the Previously Adopted Comprehensive Text Amendment to the Bloomington Zoning Ordinance, Chapter 44 of the Bloomington City Code, as requested by the Community Development Department. *(Recommended Motion: The proposed Ordinance be approved.)*

V. Consideration and action on an Ordinance Approving a Special Use Permit for a Sports and Fitness Establishment in the M-1 Restricted Manufacturing District, for Property Located at 1707 E. Hamilton Road, as requested by the Community Development Department. *(Recommended Motion: The proposed Ordinance be approved.)*

W. Consideration and action to approve a Lake Bloomington Lease Transfer of Lot 6 and Lot 6B in Block 3 in Camp Iroquois, from Finn Amble, MD, FACS, and Laura Amble to the petitioner, Laura Amble, as requested by the Public Works

Department. *(Recommended Motion: The proposed Lease Transfer be approved.)*

X. Consideration and action to approve a Lake Bloomington Lease Transfer for Lot 5, Block 28 in Camp Potawatomie, from Arvil McHenry to the petitioners, Joanne McHenry and Robin Yockey, as requested by the Public Works Department. *(Recommended Motion: The proposed Lease Transfer be approved.)*

8. Regular Agenda

Electronic Roll Call Vote

A. Consideration and action on an Ordinance Amending Chapter 12 of the City Code on Emergency Management, as requested by the Legal Department. *(Recommended Motion: The proposed Ordinance be approved.) (Presentation by Tim Gleason, City Manager, 5 minutes; and City Council discussion, 5 minutes.)*

B. Consideration and action on an Ordinance Declaring a Local Emergency Due to the COVID-19 Virus & Enacting Various Emergency Measures, as requested by the Legal Department. *(Recommended Motion: The proposed Ordinance be approved.) (Presentation by Tim Gleason, City Manager, 5 minutes; and City Council discussion, 10 minutes.)*

C. Consideration and action on a Resolution Calling on the State of Illinois and the United States Federal Government to Pass Immediate and Effective Economic Relief Programs in Relation to COVID-19, as requested by the Legal Department. *(Recommended Motion: The proposed Resolution be approved.) (Presentation by Tim Gleason, City Manager, 5 minutes; and City Council discussion, 5 minutes.)*

9. Finance Director's Report

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

10. City Manager's Discussion

11. Mayor's Discussion

12. Council Member's Discussion

13. Executive Session - Cite Section

Clerk-led Roll Call Vote

14. Adjournment

RECOGNITIONS

RECOGNITION/APPOINTMENTS ITEM NO. 5.A

FOR COUNCIL: March 26, 2020

SPONSOR: Administration Department

WARD IMPACTED: City-Wide Impact

SUBJECT: Proclamation recognizing April 2020 as Child Abuse Prevention Month, 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 recognizes the contributions of those who have made an impact on 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 3/12/2020

Tara Henry, Legislative Assistant 3/13/2020

Recommended by:

Tim Gleason, City Manager

Attachments:

- 1B Child Abuse Prevention Month Proclamation

PROCLAMATION

Child Abuse Prevention Month
April 2020

WHEREAS, *the City of Bloomington believes that future prosperity depends on our youth; and,*

WHEREAS, *the City of Bloomington believes that nurturing relationships and stable environments improve the well-being of children; and,*

WHEREAS, *the City of Bloomington believes that the community should be a safe and comfortable place for children, parents, caregivers, families, and all others; and,*

WHEREAS, *preventing child abuse and neglect is a community problem that depends on the involvement of people across the community to bring about solutions; and,*

WHEREAS, *the month of April has been designated as Child Abuse Prevention Month and the Child Protection Network, Prevent Child Abuse Illinois, Children's Home + Aid, and other area providers are providing much-needed services and solutions throughout McLean, Livingston and DeWitt Counties; and,*

NOW, THEREFORE, *I, Tari Renner, Mayor of Bloomington, do hereby proclaim the month of April 2020* ***CHILD ABUSE PREVENTION MONTH*** *in Bloomington, Illinois and I urge all citizens, community agencies, faith groups, education institutions, medical facilities, and businesses to increase their participation in efforts to support children, parents, care givers, families, and all others, thereby preventing child abuse and strengthening our community.*

Tari Renner
Mayor

Leslie Yocum
City Clerk

CONSENT AGENDA

CONSENT AGENDA ITEM NO. 7.A

FOR COUNCIL: March 26, 2020

SPONSOR: City Clerk Department

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and action to approve the Minutes of the February 24, 2020 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: Tara Henry, Legislative Assistant

Reviewed by:

Tara Henry

Tara Henry, Legislative Assistant 3/20/2020

Recommended by:

Tim Gleason, City Manager

Attachments:

- CLK 1B 02242020 Regular Session Council Minutes_Draft

MINUTES
REGULAR SESSION CITY COUNCIL MEETING
MONDAY, FEBRUARY 24, 2020, 6:00 P.M.

Roll Call

The Council convened in Regular Session in the City Council Chambers, City Hall Building at 6:01 p.m., Monday, February 24, 2020. The Meeting was called to order by Mayor Tari Renner.

Attendee Name	Title	Status	Arrived
Tari Renner	Mayor	Present	
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	Remote	
Scott Black	Ward 7	Present	
Jeff Crabill	Ward 8	Present	
Kim Bray	Ward 9	Present	

Council Member Mathy made a motion, seconded by Council Member Crabill, to allow Council Member Carrillo to participate remotely as she was away for work purposes.

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

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

ABSTAIN: Carrillo

Motion carried.

Recognition/Appointments

A. Presentation of the City of Bloomington Police Department Police Officer's Commission Certificate to Officer Freshour, upon his completion of an eighteen-month probation, as requested by the Police Department.

Mayor Renner read the certificate aloud.

Chief of Police, Dan Donath, came forward to recognize police officer, Alex Freshour, who had recently completed probation. Chief Donath spoke fondly of Officer Freshour and acknowledged his family who were also present.

City Clerk, Leslie Yocum, came forward to swear Officer Freshour into service as a police officer for the City of Bloomington.

Public Comment

Mayor Renner opened the floor for public comment and the following individuals came forward: (1) Gary Lambert; (2) John Reed; and (3) Scott Stimeling.

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 Mathy made a motion, seconded by Council Member Mwilambwe, that the Consent Agenda, including all items listed below, be approved as presented:

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

Motion carried.

Item 7.A. Consideration and action to approve the Minutes of the January 27, 2020 Regular City Council Meeting, as requested by the City Clerk Department. *(Recommended Motion: The proposed Minutes be approved.)*

Item 7.B. Consideration and action to approve the Minutes of the February 1, 2020 Legislative Update Special Session, as requested by the City Clerk Department. *(Recommended Motion: The proposed Minutes be approved.)*

Item 7.C. Consideration and action to approve Bills and Payroll in the amount of $7,124,434.57, as requested by the Finance Department. *(Recommended Motion: The proposed Bills and Payroll be approved.)*

Item 7.D. Consideration and action on a License Agreement between the City of Bloomington and Sunnyside Community Garden and Food Forest, Inc., as requested by the Administration Department. *(Recommended Motion: The proposed License Agreement be approved.)*

Item 7.E. Consideration and action on a Resolution Authorizing a Change Order and First Amendment in the Amount of $347,700 to the FY2020 Utility Maintenance Contract between the City of Bloomington and George Gildner, Inc., Bid No. 2019-28, for the purpose of funding additional utility maintenance projects at various locations, as requested by the Public Works Department. *(Recommended Motion: The proposed Resolution be approved.)*

Item 7.F. Consideration and action to approve a Contract with Brenntag Mid-South, Inc., for the Purchase of Cationic and Anionic Polymer, in the amount of $76,500, as requested by the Public Works Department. *(Recommended Motion: The proposed Contract be approved.)*

Item 7.G. Consideration and action on an Ordinance Approving a Zoning Map Amendment for 3204-3212 Gerig Drive and 3216 Gerig Drive, Approximately 5.04 acres, from B-1 General Commercial District to B-2 Local Commercial District, as requested by the Community Development Department. *(Recommended Motion: The proposed Ordinance be approved.)*

Regular Agenda

Item 8.A. Presentation by the U.S. Census Bureau regarding the 2020 Census purpose, process, and timeline, as requested by the Administration Department.

City Manager, Tim Gleason, introduced the item by stressing the importance of the

Census. He asked Nora Dukowitz, Communications Manager, to come forward to kick-off the presentation.

Mrs. Dukowitz highlighted key points of the Census by discussing timelines, how to avoid Census workers coming to individual doors, and stressed that one person left off the Census means the State missing out on approximately $17,000. She welcomed Caryl Riley, Senior Partnership Specialist with the U.S. Census Bureau and turned the presentation over to her.

Mrs. Riley walked through her presentation, emphasizing information that would and would not be collected, as well as the benefits of participating in the Census. She discussed opportunities for completing the Census, procedures to follow, and any other frequent concerns or questions she'd heard during her time with the Census.

Council Member Mwilambwe thanked Mrs. Riley for coming to the meeting. He asked that she discuss the security of the Census's website and collection methods. Mrs. Riley responded accordingly.

Council Member Emig also thanked Mrs. Riley for her presentation. She asked for additional information on ways the Census would work to reach those that had not historically been counted. Mrs. Riley discussed community efforts planned.

Council Member Crabill stressed the importance of the Census. He asked for clarification on how long online registration would remain an option. Mrs. Riley stated that the online option would remain open through the entire process and discussed how students, homeless, elderly in nursing homes, etc. would be counted. She also talked about resources available to the City for tracking.

Council Member Painter asked a question regarding detox and/or rehabilitation centers. Mrs. Riley responded accordingly.

Council Member Mathy thanked Mrs. Riley for discussing what would not be asked on the Census. He went on to address several factors that citizens should be aware of during Census time that could help protect their personal information.

Item 8.B. Consideration and action on Classified (non-union) IMRF Retirement awareness, as requested by the Human Resources Department.

City Manager Gleason discussed the item as required by the Local Government Wage Increase Transparency Act, 50 ILCS 155/1, and highlighted four employees that had decided to retire.

Council Member Mathy asked whether the staff members presented were the last to be expected under sick leave buy back. Nicole Albertson, Human Resources Director, stated that more would be coming to Council soon.

Item 8.C. Presentation of FY2021 Proposed Budget, as requested by the Finance Department.

City Manager Gleason introduced the item and asked Scott Rathbun, Finance Director, to come forward to address Council.

Mr. Rathbun walked through the FY21 proposed budget, highlighted material changes over the FY20 budget, provided a summary of expected revenues/expenses, and addressed capital improvement projects in detail by calling several department directors forward to

address their department's anticipated projects.

Russ Waller, Facilities Director, came forward to address Council. Mr. Waller pointed out that all the proposed projects for the year are related to parking garages. He provided a brief history and overview of each parking garage and discussed the proposed projects in more detail.

Council Member Mathy made a motion, seconded by Council Member Crabill, to extend the discussion by ten minutes.

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

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

Motion carried.

Council Member Mathy questioned how the City should move forward with planning for the Market Street Garage. Mr. Waller responded that the proposed improvements would gain five to seven years of use and recommended improvements be implemented immediately with consideration on future redevelopment of the facility.

Council Member Mwilambwe asked what alternative options the City could use to accommodate parking needs Downtown. Mr. Waller stated that he would provide information regarding expenses to encourage strategizing and planning.

Council Member Black recommended that a back-end strategy be put in place prior to the approval of the budget in lieu of completing the $1.3 million in improvements.

Council Member Boelen confirmed that the bond had been paid off for the Market Street Garage. Mr. Waller responded affirmatively.

Mayor Renner asked that Mr. Rathbun reallocate the 20 minutes of Council discussion he had planned to additional presentation time. Mr. Rathbun agreed.

Jay Tetzloff, Parks, Recreation, Cultural Arts Director, came forward to address Council. Mr. Tetzloff discussed four projects including O'Neil Park Aquatic Center, two Route 66 trails, and one at the Miller Park Zoo. He discussed funding including State monies and grants.

Council Member Crabill asked a clarifying question regarding planning for O'Neil Park Aquatic Center. Mr. Tetzloff explained the process.

Council Member Mathy asked whether O'Neil Pool would be able to open this coming season. Mr. Tetzloff confirmed that it would.

Council Member Black asked for more detail on the O'Neil pool and park plans. Mr. Tetzloff walked through timelines for improvements.

Council Member Emig asked how the scope for the project would be provided. Mr. Gleason commented on the plans for improvements and anticipated that the real 'new' improvements would come in FY22.

Council Member Mwilambwe asked how many more seasons the pool would get out of the work already completed and the work planned. Mr. Tetzloff believed the maximum seasons to be 2 including this coming summer.

Council Member Black recommended that the conversation stay away from cost

recovery, pointing out that no scope for the project had been identified. He emphasized the need to address the quality of life for citizens in the area surrounding the pool.

Kevin Kothe, Public Works Director, came forward to address Council. Mr. Kothe highlighted several projects being funded via Motor Fuel Tax (MFT) funds and the Asphalt and Concrete fund.

Council Member Boelen emphasized the importance of public safety and pointed out that the Motor Fuel Tax discussed was in fact State MFT funds.

Mr. Kothe continued by moving on to capital improvement projects that would be funded by the Water fund and Sewer fund and discussed sewer assessments in great lengths.

Council Member Mathy complimented Mr. Kothe on the detail he'd provided. He asked how the information collected after completion of sewer assessments would be used. Mr. Kothe discussed the information that would be collected and talked through ways the information could be used, as well as priority projects that would come to light during the assessments.

Council Member Painter made a motion, seconded by Council Member Crabill, to extend the discussion by 10 minutes.

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

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

Motion carried.

Council Member Painter asked whether there were plans to add sewer lines to various areas of the City. Mr. Kothe responded accordingly with detail.

Council Member Emig asked for information on work to come. Mr. Kothe stated that a lot of work would result from the proposed projects.

Chief of Police, Dan Donath, came forward to address Council. Chief Donath started by pointing out that the two projects he'd be discussing would be funded by means outside of City funding. He discussed improvements to the City's shooting range and construction of a room for processing Freedom of Information Act (FOIA) requests.

Mr. Rathbun addressed Council again and highlighted statistics of services provided to the public via the City budget and addressed next steps for the budget. He discussed resources available to the public to assist in understanding the budget and emphasized the City's desire to be transparent.

Council Member Boelen asked clarifying questions regarding Police line items. Mr. Rathbun responded accordingly, and a discussion of Connect Transit was had.

Council Member Mwilambwe complimented Mr. Rathbun's presentation and called out how impactful small departments at the City truly are in regard to the amount of work they are able to complete.

Finance Director's Report

Mr. Rathbun provided an update on major tax revenue and expenses and discussed changes he had made in how he presents data in his monthly report. He finished by summarizing the City's enterprise funds.

City Manager's Discussion

City Manager, Tim Gleason, pointed out upcoming downtown events and thanked Council for the opportunity to address the budget in the manner that they had. He moved on to the City's website to show where the City's 2019 Accomplishments presentation could be found.

Mayor's Discussion

Mayor Renner wished Council Member Mathy a happy birthday.

Council Member's Discussion

Council Member Bray thanked Mr. Rathbun for his approach to the budget, complimenting how easy to follow it was.

Council Member Crabill also spoke fondly about Mr. Rathbun's approach to the budget and how the improvements he'd made had truly been impactful to understanding the City's budget process. He mentioned a listening session he'd recently held and talked about the Connect to the Future Working group.

Council Member Boelen also discussed the Connect to the Future Working Group.

Council Member Carrillo thanked staff for their work on the budget and discussed upcoming meetings she was holding, as well as some that would involve Council Member Crabill.

Executive Session - Cite Section

No executive session was held.

Adjournment

Council Member Black made a motion, seconded by Council Member Bray, that the meeting be adjourned.

Motion carried (viva voce)

The meeting adjourned at 8:04 p.m.

CITY OF BLOOMINGTON **ATTEST**

Tari Renner, Mayor

Leslie Smith-Yocum, City Clerk

DRAFT

CITY OF Bloomington ILLINOIS

CONSENT AGENDA ITEM NO. 7.B

FOR COUNCIL: March 26, 2020

SPONSOR: Finance Department

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and action to approve Bills and Payroll in the amount of $8,273,186.88, as requested by the Finance Department.

RECOMMENDED MOTION: The proposed Bills and Payroll be approved.

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

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

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

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: Total disbursements to be approved $8,273,186.88 (Payroll total $2,547,351.92, Accounts Payable total $3,067,031.14, Bank Transfers total $2,550,589.49, and Procurement Card Purchases total $108,214.33).

COMMUNITY DEVELOPMENT IMPACT: N/A

Respectfully submitted for Council consideration.

Prepared by: Frances Watts, Support Staff V

Reviewed by:

F. Scott Rathbun, Finance Director 3/18/2020 Tara Henry, Legislative Assistant 3/19/2020

Recommended by:

Tim Gleason, City Manager

Attachments:

- FIN 1B Council Finance Summary Report

CITY OF BLOOMINGTON FINANCE REPORT

PAYROLL

Date	Gross Pay	Employer Contribution	Totals
3/13/2020	$ 2,010,652.45	$ 536,699.47	$ 2,547,351.92

Off Cycle Adjustments

	PAYROLL GRAND TOTAL	**$ 2,547,351.92**

ACCOUNTS PAYABLE (WIRES)

Date	Bank	Total
3/23/2020	AP General	$ 2,979,223.75
	AP JM Scott	
3/23/2020	AP Comm Devel	$ 37,496.36
3/23/2020	AP IHDA	$ 760.00
3/23/2020	AP Library	$ 33,470.65
	AP MFT	
3/11/2020-3/18/2020	Out of Cycle	$ 16,080.38
1/10/2020-3/3/2020	AP Bank Transfers	$ 2,550,589.49
	AP GRAND TOTAL	**$ 5,617,620.63**

PCARDS

Date Range	Total
2/1/2020-2/29/2020	$ 108,214.33
PCARD GRAND TOTAL	**$ 108,214.33**

TOTAL	**$ 8,273,186.88**

Respectfully,

F. Scott Rathbun
Director of Finance

CITY OF Bloomington ILLINOIS

CONSENT AGENDA ITEM NO. 7.C

FOR COUNCIL: March 26, 2020

SPONSOR: Public Works Department

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and action to approve the Purchase of five (5) International HV507 Trucks with equipment from Rush Truck Center of Normal, IL, in the amount of $909,875, using the State of Illinois Contract (# 19-416-CMS-BOSS4-P-8607), and authorization to dispose of the four Dump Trucks and one Chassis (with an estimated resale value of $111,000) by public auction, as requested by the Public Works Department.

RECOMMENDED MOTION: The proposed Purchase and Disposal be approved.

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

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

BACKGROUND: Public Works is recommending the purchase of five (5) trucks that are due for replacement this fiscal year from Rush Truck Center of Normal, IL, in the amount of $909,875, using the State of Illinois Contract (# 19-416-CMS-BOSS4-P-8607); and authorization to dispose of the four dump trucks and one chassis by public auction. It should be noted that since these vehicles are specialized, they are not a viable fit for a local bidding process.

Four of the units are low-profile units with lower capacity dump beds, smaller snowplows, and less weight-carrying capacity. These units will be replaced with the City's standard 12-yard single axle dump truck with 11-foot snowplow. They then will be used for hauling rock, spoil, bulk, and brush; spreading salt; and plowing snow.

The first unit S18 located in the Street Maintenance division of Public Works is a 2006 International 7400 Low Pro that is 14 years old with 72,895 miles and 7,564 hours. The maintenance cost to date for the unit is $78,131.18. Recent maintenance areas with this unit have included issues with the hydraulic system, engine electrical and lights, air brake system, engine cooling system, and engine turbo; oil pan rusted through; and electrical system corrosion. The replacement unit will cost $181,607 and will be paid via the Capital Lease. The budgeted amount is $190,768.

The next unit S20 located in the Snow & Ice Removal division of Public Works is a 2007 International 4300 Low Pro that is 13 years old with 84,132 miles and 8,865 hours. Maintenance cost to date for this unit is $68,274.81. Recent issues with this unit have included the HVAC system, hydraulic system, engine cooling system, battery box, cab door

issues and steering issues; and air tanks rusted through. The replacement unit will cost $181,607 and will be paid via the Capital Lease. The budgeted amount is $190,768.

The next unit S13 located in the Sanitary Sewer division of Public Works is a 2007 International 4300 Low Pro that is 13 years old with 63,505 miles and 6,350 hours. Maintenance cost to date for this unit is $80,626.60. Recent issues with this unit have included the HVAC system, lights, salt spreader control system, air brake system, exhaust system, suspension and engine turbo; and dump bed color corners rusted through. The replacement unit will cost $181,607 and will be paid via cash. The budgeted amount is $181,177.

The next unit S17 located in the Sanitary Sewer division of Public Works is a 2007 International 4300 Low Pro with 53,001 miles and 6,217 hours. It is 13 years old and the maintenance cost to date for this unit is $84,285.61. Recent issues with this unit have included the hydraulic system, starting system, exhaust system, dump bed latches, and air brake system; transmission cooler corroded and leaking; and cab floor rusted through. The replacement unit will cost $181,607 and will be paid via cash. The budgeted amount is $181,177.

The last unit S23, originally budgeted as unit S30, located in the Street Maintenance division of Public Works is a 2007 International 7400 Tandem dump truck that is 13 years old with 67,896 miles and 9,798 hours. Maintenance cost on this unit is $110,103.50. This unit will have the stainless-steel dump body removed and installed on the new chassis for a cost savings of $23,579. It will have a wing snowplow installed. Recent issues with this unit include the engine belt, hydraulics control system, lights, starting system, PTO, hydraulic system, engine electrical, steering, exhaust, fuel system; and air tanks rusted through. The replacement unit will cost $183,447 and will be paid via the capital lease. The budgeted amount is $174,070.

All units will be purchased with an extended engine and emission after treatment warranty for 60 months/100,000 miles.

Staff respectfully requests to have the replacement units declared surplus and be sold on public auction at Publicsurplus.com. The units are expected to sell for $111,000.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: Public Works Department has budgeted $908,369.00 for the purchase of the units. The total cost of the units is $909,875 for a difference of $1,506.00. Other savings throughout the budget year will make-up for the difference. Three of the units totaling $546,661 will be paid using the Capital Lease-Capital Outlay Licensed Vehicle account (40110141-72130) for the Snow and Ice Removal and (2) Street Maintenance vehicles. The other two units totaling $363,214 will be paid out of the Sanitary Sewer-Capital Outlay Licensed Vehicle account (51101100-72130). Stakeholders can locate this in the FY 2020 Budget Book titled "Other Funds & Capital Improvement" on pages 87, 90, 91, 92, and 134.

COMMUNITY DEVELOPMENT IMPACT: N/A

Respectfully submitted for Council consideration.

Prepared by: Rob Krones, Superintendent of Fleet Management

Reviewed by:

Kevin Kothe, City Engineer 3/10/2020

Carla Murillo, Procurement Manager 3/11/2020

Chris Tomerlin, Budget Manager 3/13/2020

Jeffrey R. Jurgens, Corporation Counsel 3/18/2020

Tara Henry, Legislative Assistant 3/19/2020

Recommended by:

Tim Gleason, City Manager

Attachments:

- PW 13B Proposal 1_Public Works Dump Trucks
- PW 13C Proposal 2_Public Works Dump Trucks

New Truck Proposal
Single Axle Dump Truck Specifications
State of Illinois Contract # 19-416-CMS-BOSS4-P-8607

4 Low Profile Trucks

Rob Krones
CONTACT NAME

City of Bloomington
BUYER INFORMATION

109 East Olive Street
ADDRESS

Bloomington, IL 61701
CITY/ STATE/ ZIP

309-454-2296
PHONE/ FAX/ EMAIL

FEIN # / TAX EXEMPT # / COUNTY

DATE: 03/04/20

Contact: Kevin Burdell
Municipal Fleet Sales
3441 Gatlin Drive Springfield, IL 62707
Ofc: 217-718-2217
Email: BurdellK@rushenterprises.com

Please Circle Cab Color:
Red-2303 / IDOT Orange / Omaha Orange
School Bus Yellow / Blue 6800 / Blue Met-6E12
Green-5047 / White / Black

2020 INTERNATIONAL HV507 SFA 4X2 / 160" WHEELBASE/ 85" CAB TO AXLE
120,000 PSI/ 2,654,000 RBM single frame rail w/ 20" front frame extension
CUMMINS L9 300HP/ 860# TORQUE with GRID HEATER
3000RDS Allison Six (6) speed transmission with column shifter
External Oil Cooler / Transmission TCM mounted inside cab
Transmission temp. gauge/ Hour meter/ Plow light Switch
Warning Lights & Alarm for Low Coolant, Low Oil PSI, Engine Temp.
"Winter/Summer" Air Cleaner w/ In-Dash Filter Minder
Horton Two-Speed Fan Drive/ Front Engine PTO/ Block Heater
16,000# Front Axle & Suspension w/ 2000# aux. overloads & HD shocks
21,000# Rear axle with 23,500# susp. & 4500# Multi-leaf aux / SPL type drivelines
Air Brakes w/ 18.7 cfm air compressor/ Bendix air dryer/ DV2 Heated drain valve
Automatic slack adjusters/ Oil bath wheel seals/ Stationary front grille
Trailer brake package w/ 7-way ABS trailer plug/ Bodybuilder wires @ BOC
Tilt & Telescoping steering / Leece-Neville 190 amp alternator/ Delco starter
100 gallon 26" diameter alum fuel tank (driver side) w/ fuel water seperator
9.5 gallon DEF tank mounted driver side
Three (3) Batteries @ 1950 CCA w/ battery box mounted right side BOC
Horizontal muffler mounted under cab w/ vert. exhaust pipe & turn out - 10' Height
Air horn/ Jump start stud/ L.E.D. cab marker lights/ Air ride cab
AM/FM/WB radio / Air conditioning / Cigar lighter
Black heated mirrors with Black heated fender-mounted convex mirrors
Air ride driver seat with armrest/ Fixed passenger seat/ Daytime lights
315/80R22.5 Continental (20PLY) STEER TIRES w/ Gray Powder coat wheels
11R22.5 Continental (14PLY) DRIVE TIRES w/ Gray Powder Coat Wheels

PLEASE CIRCLE DESIRED GEAR RATIO:
6.14 (67 mph) / 6.43 (64 mph) / 6.83 (60 mph)

Please include copy of tax exempt form w/ your order.
All prices are F.O.B. Springfield, Illinois
Payment in full is due at time of delivery unless PO with 30 day terms provided.

[redacted]
Kevin Burdell- Municipal Fleet Sales Representative

Signature of Buyer

Purchase Order Number (if applicable)

Sales price	$71,845.00
Options	$11,382.00
Body price	$98,022.00
Freight	$200.00
Sub-total	$181,449.00
Trade	
License/ Title	$158.00
Total	$181,607.00

177" WB / 102" CA with frame reinforcement	$	828
Omit Front PTO Adaptor Plate	$	(141)
Trans Dipstick - move to rt side	$	49
Front Tow Hooks	$	84
14K Front Axle/Springs/12R22.5's	$	(1,045)
26K Rear Axle w/ 12R22.5 16 ply drives w/ 31K Rear Springs w/ 4500# Aux	$	4,822
Bodybuilder wiring - EOF	$	87
Keys All Alike - Z250	$	27
Silicone Hoses - Radiator & Htr	$	280
50 Gallon Fuel Tank	$	(177)
2 man bench w/ storage	$	230
Bright Finish Htd/Power Mirrors	$	452
Heated Windshield	$	732
Power Windows/Locks	$	294
White Powder Coat Wheels	$	-
Omit Trailer Brake package	$	(312)
Electric Trailer Brakes (less plug)	$	290
Automatic Traction Control	$	210
Goodyear Tires	$	292
60/100K Cummins Warranty PP1 - including aftertreatment	$	4,380

Chassis will be shipped to Rush Truck Center, Bloomington

Pricing good through 6-2-2021

1 Tandem Dump Truck

New Truck Proposal
Tandem Axle Dump Truck Specifications
State of Illinois Contract # 19-416-CMS-BOSS4-P-8607

Rob Krones
CONTACT NAME

City of Bloomington
BUYER INFORMATION

109 East Olive Street
ADDRESS

Bloomington, IL 61701
CITY/ STATE/ ZIP

309-454-2296
PHONE/ FAX/ EMAIL

FEIN # / TAX EXEMPT # / COUNTY

DATE: 03/04/20

Contact: Kevin Burdell
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Please Circle Cab Color:
Red-2303 / IDOT Orange / Omaha Orange
School Bus Yellow / Blue 6800 / Blue Met-6E12
Green-5047 / White / Black

2020 INTERNATIONAL HV507 SFA 6x4 / 179" WHEELBASE/ 104" CAB TO TRUNNION
120,000 PSI/ 2,654,000 RBM single frame rail w/ 20" front frame extension
CUMMINS L9 330HP/ 1000# TORQUE with GRID HEATER
3000RDS Allison Six (6) speed transmission with column shifter
External Oil Cooler / Transmission TCM mounted inside cab
Transmission temp. gauge/ Hour meter/ Plow light Switch
Warning Lights & Alarm for Low Coolant, Low Oil PSI, Engine Temp.
"Winter/Summer" Air Cleaner w/ In-Dash Filter Minder
Horton Two-Speed Fan Drive/ Front Engine PTO/ Block Heater
16,000# Front axle & suspension with 2000# Aux / HD shocks / Fender extensions
40,000# Rear axle w/ Hendrickson HMX 400-52 susp. & HD shocks/ SPL drivelines
Air Brakes w/ 18.7 cfm air compressor/ Bendix air dryer/ DV2 Heated drain valve
Automatic slack adjusters/ Oil bath wheel seals/ Stationary front grille
Trailer brake package w/ 7-way ABS trailer plug/ Bodybuilder wires @ BOC
Tilt & Telescoping steering / Leece-Neville 190 amp alternator/ Delco starter
100 gallon 26" diameter alum fuel tank (driver side) w/ fuel water seperator
9.5 gallon DEF Tank mounted driver side
Three (3) Batteries @ 1950 CCA w/ battery box mounted right side BOC
Horizontal muffler mounted under cab w/ vert. exhaust pipe & turn out - 10' Height
Air horn/ Jump start stud/ L.E.D. cab marker lights/ Air ride cab
AM/FM/Weatherband radio/ Air conditioning/ Cigar lighter
Black heated mirrors w/ Black heated fender mounted convex mirrors
Air ride driver seat with arm rest/ Fixed passenger seat/ Daytime lights
315/80R22.5 Continental (20PLY) steer tires w/ Gray powder coat wheels
11R22.5 Continental (14PLY) drive tires w/ Gray powder coat wheels

PLEASE CIRCLE DESIRED GEAR RATIO:
6.14 (67 mph) / 6.43 (64 mph) / 6.83 (60 mph)

Please include copy of tax exempt form w/ your order.
All prices are F.O.B. Springfield, Illinois
Payment in full is due at time of delivery unless PO with 30 day terms provided.

[redacted]
Kevin Burdell- Municipal Fleet Sales Representative

Sales price	$79,547.00
Options	$5,868.00
Body price	$97,674.00
Freight	$200.00
Sub-total	$183,289.00
Trade	
License/ Title	$158.00
Total	$183,447.00

Omit Front PTO Adaptor Plate	$	(141)
Trans Dipstick - move to rt side	$	49
Front Tow Hooks	$	84
14K Front Axle/Springs/12R22.5's	$	(1,045)
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Electric Trailer Brakes (less plug)	$	290
Automatic Traction Control	$	210
Goodyear Tires	$	428
60/100K Cummins Warranty PP1 - including aftertreatment	$	4,380

Chassis will be shipped to Rush Truck Center, Bloomington

Signature of Buyer

Purchase Order Number (if applicable)

Pricing good through 6/2021

CITY OF Bloomington ILLINOIS

CONSENT AGENDA ITEM NO. 7.D

FOR COUNCIL: March 26, 2020

SPONSOR: Public Works Department and Police Department

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and action to approve the Purchase of eight (8) Ford Police patrol vehicles through the State of Illinois Joint Purchase Contract (#18-416CMS-BOSS4-750) from Morrow Brothers Ford of Greenfield, IL, in the amount of $392,810, as requested by the Public Works Department and the Police Department.

RECOMMENDED MOTION: The proposed Purchase be approved.

STRATEGIC PLAN LINK:
-Goal 4. Strong Neighborhoods
-Goal 1. Financially Sound City Providing Quality Basic Services

STRATEGIC PLAN SIGNIFICANCE:
-Objective 4a. Residents feeling safe in their homes and neighborhoods
-Objective 1a. Budget with adequate resources to support defined services and level of services

BACKGROUND: Public Works and Police are recommending the Purchase of eight (8) Ford Police Interceptor vehicles through the State of Illinois Joint Purchase Contract (#18-416 CMS-BOSS4-750, exp. 3/14/2020) from Morrow Brothers Ford of Greenfield, IL, in the amount of $392,810.

The Police Department has five (5) marked patrol units and three (3) detective units to be replaced in this fiscal year. Most of the units will have over 100,000 miles when the new units arrive and are put into service. Three of the units are over 15 years old.

In January 2020, Public Works completed an analysis of idle reduction technologies (IRT), based on a request from Council and Administration. The full analysis is attached. IRT reduces fuel consumption and fuel costs. Based on the research, staff recommends purchasing hybrid vehicles with IRT from the factory, when appropriate, rather than purchasing standard vehicles and adding IRT, especially for cars and SUVs that are traditionally required to run specialty equipment by idling with a vehicle running, such as some Police Department and Fire Department vehicles. This may increase the budgeted amount for each vehicle, but with a predicted payback period of about 1.2 years per vehicle, and the immediate reduction in fuel consumption and fuel costs, hybrid vehicles with IRT are the best option to keep in line with Strategic Plan and Comprehensive Plan goals as well as reduce fuel costs in the long term. For larger vehicles in the Fire Department, staff recommends continuing to purchase fire apparatus with diesel generators when appropriate.

Based on the research, Public Works and Police are recommending a pilot program to test a single hybrid police vehicle with IRT and, if successful, will recommend purchasing additional hybrid police vehicles in the future. As it is a new technology, staff would like to make sure the vehicles are reliable and, in the interest of public safety, not have several police vehicles out of service if they are not reliable. The pilot unit, which will cost $3,375 more than the non-hybrid units, will be monitored for fuel and maintenance cost savings.

The City is using the state contract to have Ford and the selling dealer upfit the units. The City used this process last fiscal year and was very pleased with the results. All of the new units were put into service within a few weeks. In the past, Fleet has removed the old units from service, stripped the police equipment, and upfitted the new units. This process can take four to five months to get finished, as Fleet Technicians are pulled from this task to repair other units in the fleet. It should be noted that since these vehicles are specialized, they are not a viable fit for a local bidding process.

Normal replacement of marked patrol cars is at 100,000 miles. Total repair and maintenance on the eight units is $75,720.52 total to date. Recent issues with these vehicles include engine overheating, and issues with the emergency lights, chassis lights, transmission, suspension, driver's seat, ignition system, steering, motor mounts, and HVAC. Staff respectfully requests to replace the eight (8) units that are scheduled at this time or units that need repairs that exceed their value at the time the new units are put in service. The replaced units will be removed from service and evaluated for possible redeployment to other City departments that have older units with low miles that are rusting out. Staff respectfully requests to have the remaining replacement units declared surplus and be sold on public auction at publicsurplus.com or govdeals.com

The current police fleet is made up of Chevrolet Impalas, Chevrolet Caprices, Chevrolet Tahoes, Ford Police Interceptor Sedans, and Ford Police Interceptor Utilities. We run a mix of vehicles so that the entire fleet is not down due to a safety recall, of which there have been many the past few years. The new units were selected for use because of the increased driver interior space and all-wheel drive capability for use in snow and ice events, and are pursuit rated.

Type of Vehicle	Number of Vehicles	Unit Cost	Total Cost
Patrol Vehicle	5	$49,885	$249,425
Investigation Vehicle	2	$46,670	$ 93,340
Investigation Vehicle - Hybrid	1	$46,670 + $3,375	$ 50,045
	8	TOTAL COST (8)	$392,810

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: The City is paying cash for these General Fund vehicles totaling $392,810.00. Nine vehicles budgeted for $373,365.00 are included for replacement in the Police-Capital Outlay Licensed Vehicle account (10015110-72130). Eight of the nine will be replaced in FY 2020. The difference of $19,445.00 will be made up from savings within other accounts in the City's overall FY 2020 General Fund Budget. Stakeholders can locate this in the FY 2020 Budget Books titled "Budget Overview & General Fund" on page 222 and "Other Funds & Capital Improvement Program" on page 223.

COMMUNITY DEVELOPMENT IMPACT: Goal PS-3. A comprehensive emergency preparedness plan, Objective PS-3.1. Ensure the safety of Bloomington's residents in emergency situations.

Respectfully submitted for Council consideration.

Prepared by: Rob Krones, Superintendent of Fleet Management

Reviewed by:

Kevin Kothe, City Engineer 3/10/2020

Carla Murillo, Procurement Manager 3/12/2020

Chris Tomerlin, Budget Manager 3/13/2020

Jeffrey R. Jurgens, Corporation Counsel 3/17/2020

Tara Henry, Legislative Assistant 3/18/2020

Recommended by:

Tim Gleason, City Manager

Attachments:

- BPD 1B Proposal 1_Police Pursuit Vehicles_redacted
- BPD 1C Proposal 2_Police Pursuit Vehicles_redacted
- BPD 1D Analysis_Police Pursuit Vehicles

MORROW BROTHERS Ford
Greenfield, IL 877-368-3038

WWW.MORROWBROTHERSFORDINC.COM
1242 Main Street • GREENFIELD IL 62044
(217) 368-3037 • Fax (217) 368-3517 • Toll free 1-877-368-3038

February 26, 2020

City of Bloomington Illinois
Rob Krones

Investigation Unit

We have figured the following for your consideration.

1-New 2020 Ford Police Interceptor Utility AWD 3.3L Gasoline Engine
Exterior Color TBD, Cloth Front Bucket Seats, Vinyl Rear Bench Seat
18D Hatch Timer Delete, 60A Grill/Lamp/Speaker Wiring
51T Driver's Side LED Spotlight, 47A Factory Police Engine Idle
66A Headlamp Wig-Wag System, 66C Rear Lighting Solution
86T Tail-Lamp Pre-Drill
17T Rear Red/White Dome
63L Whelen LED Side Glass
63B Mirror LED Warning
19V Rear Camera on Demand
55F Remote Keyless w/ 4 Fobs
76P Pre-Collision Assist
549 Power Heated Mirrors
76R Reverse Sensing System
60R Noise Suppression
Delivery to Bloomington, IL.
Warning Equipment Per Attached
All other standard equipment

Illinois Government Price $46,670.00 Each

Option: Hybrid Engine Add $3,375.00

Let me know if you have any questions.

Thank you,

[redacted]

Richie Morrow Wellenkamp
Government Sales Manager
Morrow Brothers Ford, Inc.

MORROW BROTHERS Ford
Greenfield, IL 877-368-3038
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City of Bloomington Illinois Investigation Vehicle Warning Equipment

Fully Populated Whelen FST TRIO Super LED Front Inner Edge
All Linear Super LED Light Heads Red/Blue/White

Fully Populated Whelen RST TRIO Super LED Rear Inner Edge
All Linear Super LED Light Heads Red/Blue/Amber

Whelen Full Feature Siren
Wail, Yelp, Priority
Air Horn Tones, PA.
Integrated Light Controls

100 Watt Siren Speaker w/Bracket

Custom Console w/Arm Rest/Cup Holders/3-12 Volt Power Outlet

2-Front Corner LED's, 2-Rear Tail Lamp LED's

Rear Window Armor for 2nd Row and Cargo Area

Setina P.I. Utility Rear Cargo Barrier

Whelen Rear Side Glass and Grill LED Warning

Computer Mount, Charge Guard, Install customer docking station

Prep for customer supplied 2-way radio, Install customer supplied antennas

Installation of customer supplied video camera system

All Parts, Labor and Professional Installation

Option:

Dual Drawer Locking Rear Cargo Storage Cabinet Add $2,360.00

MORROW BROTHERS
Greenfield, IL Ford 877-368-3038

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1242 Main Street • GREENFIELD IL 62044
(217) 368-3037 • Fax (217) 368-3517 • Toll free 1-877-368-3038

February 26, 2020

City of Bloomington Illinois
Rob Krones

Patrol Units

We have figured the following for your consideration.

1-New 2020 Ford Police Interceptor Utility AWD 3.3L Gasoline Engine
UM Black Exterior, Cloth Front Bucket Seats, Vinyl Rear Bench Seat
18D Hatch Timer Delete, 60A Grill/Lamp/Speaker Wiring
51T Driver's Side LED Spotlight, 47A Factory Police Engine Idle
66A Headlamp Wig-Wag System, 66C Rear Lighting Solution
86T Tail-Lamp Pre-Drill
17T Rear Red/White Dome
43A Rear Lift-Gate Lighting
63L Whelen LED Side Glass
19V Rear Camera on Demand
52P Hidden Door Lock Plunger
55F Remote Keyless w/ 4 Fobs
76P Pre-Collision Assist
549 Power Heated Mirrors
76R Reverse Sensing System
60R Noise Suppression
Delivery to Bloomington, IL.
Warning Equipment Per Attached
All other standard equipment

Illinois Government Price $49,885.00 Each

Let me know if you have any questions.

Thank you,

[redacted]

Richie Morrow Wellenkamp
Government Sales Manager
Morrow Brothers Ford, Inc.

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Greenfield, IL 877-368-3038
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City of Bloomington Illinois Patrol Vehicle Warning Equipment

Fully Populated 48" Whelen Liberty II Super LED Light Bar w/Traffic Preemption
All Linear Super LED Light Heads Red/Blue
Super LED Take-Down Lights w/Wig-Wag
Integrated Traffic Advisor, LED Alley Lights

Whelen Full Feature Siren
Wail, Yelp, Priority
Air Horn Tones, PA.
Integrated Light Controls

100 Watt Siren Speaker w/Bracket

Custom Console w/Arm Rest/Cup Holders/3-12 Volt Power Outlet

2-Front Corner LED's, 2-Rear Tail Lamp LED's

Rear Window Armor for 2nd Row and Cargo Area

Setina Front Prisoner Partition w/Weapons Recess

Setina P.I. Utility Prisoner Transport Rear Seat w/Rear Cargo Barrier

Whelen Rear Side Glass and Grill LED Warning

Whelen LED Light in prisoner area

Computer Mount, Charge Guard, Install customer docking station

Prep for customer supplied 2-way radio, Install customer supplied antennas

Installation of customer supplied video camera system

All Parts, Labor and Professional Installation

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

Idle Reduction Technologies Available from the Factory

January 2020

At a Glance

Idle reduction technologies (IRTs) are technologies that reduce fuel consumption and fuel costs. Initially, these devices were sold as aftermarket add-ons to vehicles, especially police vehicles. Though the aftermarket add-ons are effective and have been implemented in several large cities, more recent technological developments from vehicle manufacturers may have made aftermarket IRTs for non-hybrid vehicles unnecessary in most applications. For the Police Department, staff recommends implementing the purchase of hybrid vehicles with IRTs as vehicles are replaced, when appropriate, rather than purchasing aftermarket IRTs that would have to be quickly phased out of the fleet as vehicles are replaced. Hybrid vehicles with IRTs have a higher initial cost, but show a higher reduction in fuel consumption and cost than aftermarket IRTs added to a non-hybrid vehicle. For the Fire Department, a few fire apparatus in the City have diesel generators that help reduce fuel consumption, but they do not power for all equipment, including air conditioning and heating. Adding a diesel generator to fire apparatus would be cost-prohibitive. However, staff recommends continuing to purchase fire apparatus with diesel generators when appropriate.

Scope

Professor Emeritus William Rua met with council members, the city manager, and the Public Works director to discuss, among other topics, anti-idling technologies, which are commonly known as IRTs. The city manager directed staff to research the feasibility of these technologies to reduce fuel consumption and fuel costs. Staff's research is independent of Rau's initial findings, but builds on the information he provided, such as providing an update to the IRT efforts in Columbus, Ohio.

Background

Fleet Management continues to follow Strategic Plan and Comprehensive Plan goals to consider ways to "green the fleet" in responsible and practical matters. The City's Strategic Plan specifically calls for the incorporation of "green sustainable" concepts into the City's development and plans. In addition, the City's Comprehensive Plan includes the goal and objective to reduce air pollutants and other impacts produced by transportation, which includes ongoing reductions in greenhouse gas emissions from transportation sources.

Based on the most recent calculations, the city has 191 vehicles that run on alternative fuel, including 6 hybrid vehicles. In addition to these measures, The City has an existing citywide anti-idling policy, and the Police Department and Fire Department each have internal anti-idling policies. However, these policies rely on compliance and knowledge of the specifics of the anti-idling policy in order to comply. This is not to say that the policies are ineffective, but IRTs, especially on hybrid vehicles, are an additional, easy way to prevent unnecessary idling.

Findings

Descriptions of Idle Reduction Technologies

Much of the information in this section is found in a 2016 case study by Russel J. Owens and Michael D. Laughlin titled "Case Study - Idling Reduction Technologies for Emergency Service Vehicles." Additional information for each IRT (apart from engine control unit modifications), as well as information from individual agencies that have used each system, are available in this study. The study provides further insight that is not provided in the memorandum and is recommended for further reading. Although the study was written prior to the introduction of factory battery auxiliary power units, much of the information is useful for background information. Out of these options, staff recommends implementing factory battery auxiliary power units, which are available on hybrid vehicles, to reduce idling in police and other patrol vehicles that frequently idle as a requirement to keep electrical equipment running.

Benefits of IRTs[1]

- Reduce emissions and improve air quality for neighborhoods and those on the scene
- Reduce noise pollution to keep neighborhoods quieter and make communication easier
- Reduce operating costs and improve vehicle life
- Reduce fuel usage and cost
- Units may be able to pay for themselves, depending on system, savings, and battery costs

Common Types of IRTs[1]

- Battery auxiliary power unit (APU)
- Diesel combustion engine APU
- Managed engine stop/start system
- Electrified parking spaces (EPS)
- Engine control unit (ECU) modifications

Another type of IRT, which is similar to a managed engine stop/start system, is an automatic shutoff that many passenger vehicles have that shut the engine off at a stoplight or in heavy traffic. However, this type of system does not address the issues faced by police and fire departments that may be required to have vehicles idling for an hour or more to keep equipment running. Some vehicles in the City of Bloomington use this technology.

Battery Auxiliary Power Unit[1]

- Bank of deep-cycle batteries and a controller to manage the use of stored energy
- Either always engaged or have to be manually engaged
- Power electrical loads (i.e. emergency lights, interior lights, onboard electronic equipment, and sometimes HVAC) for the vehicle and attached equipment
- May be charged with stored energy and/or grid electrical power
- Multiple manufacturers for aftermarket applications including Stealth Power, ZeroRPM, and GRIP
- Aftermarket batteries may need to be replaced every 2-3 years
- Available from the factory for the 2020 Ford Police Interceptor Utility Hybrid SUV
- Most prevalent IRT chosen for police vehicles and ambulances
- Not available for firetrucks at this time

Columbus, Ohio Results[2]

In 2014, the City of Columbus, Ohio began using a battery APU, known as GRIP Idle Management (GRIP), on approximately 300 new police cruisers, using state grant funds. These aftermarket devices allowed the cruisers to reduce idling and reduce fuel consumption. The technology stops and restarts a cruiser automatically without affecting the on-board power needs that are essential to operate computers and radio communications. However, with the introduction of the Ford Police Interceptor Utility hybrid, the City of Columbus began phasing out the GRIP units and purchasing the hybrids instead. Additional information is available in the "Comparing Aftermarket and Factory Battery Auxiliary Power Units."

Diesel Combustion Engine Auxiliary Power Unit[1]

- Uses a diesel generator that uses fuel from the main-engine fuel tank
- Can supply electric loads directly or charge deep-cycle batteries
- Engages after a certain amount of time idling
- Power electrical loads (i.e. emergency lights, interior lights, onboard electronic equipment, and sometimes HVAC) for the vehicle and attached equipment
- If using a deep-cycle battery, can also be charged with grid electrical power
- High maintenance cost, potentially high install cost
- Not typically used for police vehicles and ambulances due to size
- Most prevalent IRT chosen for firetrucks

Electrified Parking Space[1]

- Grid electrical power kiosk that provides power for electrical loads (i.e. emergency lights, interior lights, onboard electronic equipment, and sometimes HVAC) for the vehicle and attached equipment
- Drivers park next to the kiosk, connect the required power and HVAC, and then turn the vehicle engine off
- Stays operational as long as the vehicle is connected
- Only useful if vehicles park in the same location throughout the year (i.e. ambulance regularly parked at a dispatch location far from the fire station)

Managed Engine Stop/Start System[1]

- Electronic controller that monitors battery charge and engine start/stop
- Some use a deep-cycle starter battery, while others ad a separate deep-cycle storage battery
- Automatically shuts down engine after vehicle is in Park and has idled for a set period of time
- Monitors battery voltage and restarts the engine when voltage drops below a define safe operating threshold, and the engine then partially recharges the battery using the alternator
- Subsequent engine shutdowns are shorter
- Electric devices powered by the battery
- Run time depends on power draw
- Low capital cost
- Easy to install

ECU Modifications[3,4]

- Uses software to modify the vehicle's ECU to increase performance and efficiency during idling
- Vehicles still idle, but at a lower RPM, which can have some of the benefits of the other systems
- Low comparative cost
- Derive Efficiency and others sell this service
- Not as effective as other technologies

Ontario, California Results[3]

In June 2016, the city used Derive Efficiency to calibrate five vehicles in its fleet, identifying five additional cars as control vehicles, said Craig Grabow, fleet services manager for the city. Three of the calibrated vehicles were from the Police Department, while two were from Utilities and Parks & Maintenance. Grabow had the police vehicles — a Ford Police Interceptor Utility, a Ford Crown Victoria, and a Chevrolet Tahoe PPV — calibrated for improved performance and efficiency during idling. He had two trucks — a Ford F-150 and a Chevrolet Silverado — calibrated for high fuel efficiency as well as reduced fuel use during idling. Grabow said the vehicles in the pilot on average idle 56% of the time, and average fuel consumption is 140 gallons per month, per vehicle. Using Derive's engine optimization software, the vehicles consumed 22.5 gallons less per month on average per vehicle. Using an average cost per gallon of $2.78, the average savings in fuel is calculated to be $62.55 per month, or $750.60 per year, per vehicle.

Comparing Aftermarket and Factory Battery Auxiliary Power Units

Using verified data provided by Ford Motor Company and local vendors, combined with information from GRIP, other municipalities, and local data, staff developed a table that shows a comparison between aftermarket and factory battery auxiliary power units, including price, predicted fuel consumption reduction, and predicted fuel cost reduction. The data shows that purchasing a hybrid Ford Police Interceptor Utility with IRT, with an estimated cost difference of $3,375 from a standard Ford Police Interceptor Utility, would have a 1.2-year payback period and an annual fuel savings of 1,273 gallons or $2,763 with the current average fuel price. To add equivalent IRT technology to a standard Ford Police Interceptor Utility would cost about $3,000, not including installation, maintenance, or impacts to vehicle warranty, and would have a 2.2-year payback period and an annual fuel savings of 622 gallons or $1,351 with the current average fuel price. The data shows that purchasing the hybrid Ford Police Interceptor Utility is more cost-effective and saves more gallons of fuel than adding IRT to a standard Ford Police Interceptor Utility. Additional data is found in the table on the next page.

Idle Reduction Comparison

Ford Police Interceptor Utility 3.7L AWD
No IRT

20,000	Miles driven per year
17	MPG-Projected EPA estimated combined rating
1176	Gallons of fuel consumed per Year

4.9	Hours idling per 8 hour shift
0.464	Gallons of fuel consumed per hour
2	Shifts per day
365	Days per year
1660	Gallons of fuel consumed per year

2,836	**Total Gallons of fuel consumed per year**
$2.17	**Average fuel price**
$6,155	**Annual Fuel Cost**

Ford Police Interceptor Utility HEV AWD (Hybrid)
Includes IRT from Factory

20,000	Miles driven per year
24	MPG-Projected EPA estimated combined rating
833	Gallons of fuel consumed per Year

4.9	Hours idling per 8 hour shift w/ IRT
0.204	Gallons of fuel consumed per hour*
2	Shifts per day
365	Days per year
730	Gallons of fuel consumed per year

*56% reduction in fuel consumption per manufacturer

1563	**Total gallons of fuel consumed per year**
$2.17	**Average fuel price†**
$3,392	**Annual fuel cost**
1,273	**Gallons of fuel saved per year**
$2,763	**Annual savings**

† Based on 12-month average from monthly reports

# Years	4	5	6
Fuel Reduction	5,093	6,366	7,639
Savings	$11,052	$13,814	$16,577

$3,375	Estimated Cost
1.2	Years Payback

Ford Police Interceptor Utility 3.7L AWD
w/ GRIP Anti-Idle System

20,000	Miles driven per year
17	MPG-Projected EPA estimated combined rating
1176	Gallons of fuel consumed per Year

4.9	Hours idling per 8 hour shift w/ IRT
0.290	Gallons of fuel consumed per hour†
2	Shifts per day
365	Days per year
1037	Gallons of fuel consumed per year

†37.5% reduction in fuel consumption per manufacturer

2214	**Total gallons of fuel consumed per year**
$2.17	**Average fuel price†**
$4,804	**Annual fuel cost**
622	**Gallons of fuel saved per year**
$1,351	**Annual savings**

# Years	4	5	6
Fuel Reduction	2,490	3,112	3,734
Savings	$5,403	$6,753	$8,103

$3,000	Estimated Cost‡
2.2	Years Payback

‡ Hardware cost, does not include installation, maintenance, or impacts to vehicle warranty

Recommendations

Staff recommends purchasing hybrid vehicles with IRT from the factory, when appropriate, rather than purchasing standard vehicles and adding IRT, especially for cars and SUVs that are traditionally required to run specialty equipment by idling with a vehicle running, such as some Police Department and Fire Department vehicles. This may increase the budgeted amount for each vehicle, but with a predicted payback period of about 1.2 years per vehicle, and the immediate reduction in fuel consumption and fuel costs, hybrid vehicles with IRT are the best option to keep in line with Strategic Plan and Comprehensive Plan goals as well as reduce fuel costs in the long term. For larger vehicles in the Fire Department, staff recommends continuing to purchase fire apparatus with diesel generators when appropriate.

References

[1] Owens, R. J., & Laughlin, M. D. (2016). Case Study - Idling Reduction Technologies for Emergency Service Vehicles. Argonne, Illinois.

[2] City of Columbus Division of Fleet Management. (2019). Green Fleet Action Plan 2019-2021, 2019 Mid-Year Update. Columbus, Ohio.

[3] Government Fleet. (2019, April 5). Calif. City Reduces Fuel Use With Vehicle Calibration. Retrieved from Government Fleet: https://www.government-fleet.com/139728/calif-city-reduces-fuel-use-with-vehicle-calibration

[4] Government Fleet. (2015, March 9). Police Fleet Slashes Idle Fuel Costs by 26%. Retrieved from Government Fleet: https://www.government-fleet.com/128326/fla-police-fleet-slashes-idle-fuel-costs-by-26

CONSENT AGENDA ITEM NO. 7.E

FOR COUNCIL: March 26, 2020

SPONSOR: Public Works Department and Parks, Recreation and Cultural Arts Department

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and action to approve the Purchase of a 2020 Ford Escape Hybrid to be delivered by Sam Leman Ford, from National Auto Fleet Group of Watsonville CA, using the Sourcewell contract 120716-NAF (exp. 1/17/2021), in the amount of $29,576.58, as requested by the Public Works Department and the Parks, Recreation and Cultural Arts Department.

RECOMMENDED MOTION: The proposed Purchase be approved.

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

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

BACKGROUND: Public Works and Parks, Recreation, and Cultural Arts (PRCA) are recommending the purchase of a 2020 Ford Escape Hybrid delivered by Sam Leman Ford, from National Auto Fleet Group of Watsonville, CA, using Sourcewell (Contract #120716-NAF, exp. 1/17/2021), in the amount of $29,576.58. PRCA currently uses a 2007 Ford Escape Hybrid (Unit #785) that is scheduled for replacement this fiscal year. The unit is used by the department director to travel to meetings in and out of town and to the City's parks and facilities. The unit is 13 years old and currently has 57,701 miles on it. Maintenance cost to date is $8,143.02. Recent issues have been brakes, ABS sensor cracked from rust, front suspension, steering, and heating, ventilation, and air conditioning issues.

Staff requests to retain the replaced unit and utilize it for the Parks Project Manager position that is now using a motor pool vehicle.

Based on Council direction, staff worked on finding additional ways to work with local vendors. Additional information on these efforts is outlined in the Community Groups/ Interested Persons Contacted section of this memo.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: The City released the bid notice on January 16, 2020 and opened bids on January 30, 2020. The City received no bids. Staff

sent the bid notice to eleven (11) local firms and twenty-two (22) non-local firms within the state. One local dealer missed the deadline to submit bids. The City sent out a rebid-on February 3, 2020, to be opened February 14, 2020, to eleven (11) local dealers and twenty-two (22) in-state dealers. The City received no bids for the second bid opportunity. The City reached out by phone and held a subsequent meeting with local dealers in a continued effort to encourage local dealers to participate in the solicitation process. City staff sent out an invitation on February 14, 2020 to twelve (12) local dealers to assist the local dealers with the City's solicitation process. The meeting was held on February 20, 2020, with two local dealers attending. After receiving feedback, the City adjusted its bidding process, including waiving bid bond requirements, to encourage more local bids in the future.

The City chose to move forward with this purchase using the Sourcewell Joint Purchasing Contract in order to purchase the vehicle with FY20 budgeted funds before the end of the fiscal year.

FINANCIAL IMPACT: This unit is budgeted in the Capital Lease-Capital Outlay Licensed Vehicle account (40110141-72130) in the amount of $43,260.00. The replacement unit will cost $29,576.58. This is a savings of $13,683.42 compared to the budget. Stakeholders can locate this in the FY 2020 Budget Book titled "Other Funds & Capital Improvement" on pages 87 and 90.

COMMUNITY DEVELOPMENT IMPACT: N/A

Respectfully submitted for Council consideration.

Prepared by: Rob Krones, Superintendent of Fleet Management

Reviewed by:

Kevin Kothe, City Engineer 3/10/2020

Carla Murillo, Procurement Manager 3/17/2020

Chris Tomerlin, Budget Manager 3/17/2020

Jeffrey R. Jurgens, Corporation Counsel 3/17/2020

Tara Henry, Legislative Assistant 3/19/2020

Recommended by:

Tim Gleason, City Manager

Attachments:

- PRCA 1B Quote_Parks Crossover Hybrid

National Auto Fleet Group

A Division of Chevrolet of Watsonville

490 Auto Center Drive, Watsonville, CA 95076

(855) 289-6572 • (831) 480-8497 Fax

Fleet@NationalAutoFleetGroup.com

1/3/2020

Quote ID: **22090**

Order Cut Off Date: **TBA**

Rob Krones
City of Bloomington
Fleet Managment

336 South Main st

Bloomington , Illinois, 61701

Dear Rob Krones,

National Auto Fleet Group is pleased to quote the following vehicle(s) for your consideration.
One (1) New/Unused (2020 Ford Escape (U9B) SE Sport Hybrid AWD,) and delivered to your specified location, each for

	One Unit (MSRP)	One Unit	Total % Savings	Total Savings
Contract Price	$31,445.00	$29,576.58	5.942 %	$1,868.42
Tax (0.0000 %)		$0.00		
Tire fee		$0.00		
Total		$29,576.58		

- per the attached specifications. Price includes 1 additional key(s).

This vehicle(s) is available under the **Sourcewell (Formerly Known as NJPA) Contract 120716-NAF** . Please reference this Contract number on all purchase orders to National Auto Fleet Group. Payment terms are Net 20 days after receipt of vehicle.

Thank you in advance for your consideration. Should you have any questions, please do not hesitate to call.

Sincerely,

Jesse Cooper
Account Manager
Email: Fleet@NationalAutoFleetGroup.com
Office: (855) 289-6572
Fax: (831) 480-8497

In order to Finalize your Quote, please submit this purchase packet to your governing body for Purchase Order Approval. Once you issue a Purchase Order please send by:

Fax: (831) 480-8497

Mail: National Auto Fleet Group
490 Auto Center Drive
Watsonville, CA 95076

Email: Fleet@nationalautofleetgroup.com

We will then send a W-9 if you need one

Please contact our main office with any questions:
1-855-289-6572

Vehicle Configuration Options

ENGINE	
Code	**Description**
99Z	ENGINE: 2.5L IVCT ATKINSON CYCLE I-4 HYBRID, (STD)
TRANSMISSION	
Code	**Description**
445	TRANSMISSION: ECVT, (STD)
PRIMARY PAINT	
Code	**Description**
YZ	OXFORD WHITE
PAINT SCHEME	
Code	**Description**
___	STANDARD PAINT
SEAT TYPE	
Code	**Description**
4H	DARK EARTH GRAY, HEATED UNIQUE CLOTH FRONT BUCKET SEATS, -inc: 10-way power driver seat (includes power lumbar and power recline) and 4-way manual front passenger (fore/aft w/manual recline)
OPTION PACKAGE	
Code	**Description**
201A	EQUIPMENT GROUP 201A
ADDITIONAL EQUIPMENT	
Code	**Description**
51U	MINI SPARE WHEEL, -inc: mini spare tire, wheel nut wrench and jack
153	FRONT LICENSE PLATE BRACKET, -inc: Standard in states requiring two license plates and optional to all others
942	DAYTIME RUNNING LAMPS (DRL), -inc: Non-configurable, Replaces the standard Configurable Daytime Running Lamps (DRL)
60S	REVERSE SENSING SYSTEM

2020 Fleet/Non-Retail Ford Escape SE Sport Hybrid AWD

WINDOW STICKER

2020 Ford Escape SE Sport Hybrid AWD

CODE	MODEL	MSRP
U9B	2020 Ford Escape SE Sport Hybrid AWD	$29,765.00
	OPTIONS	
99Z	ENGINE: 2.5L IVCT ATKINSON CYCLE I-4 HYBRID, (STD)	$0.00
445	TRANSMISSION: ECVT, (STD)	$0.00
YZ	OXFORD WHITE	$0.00
___	STANDARD PAINT	$0.00
4H	DARK EARTH GRAY, HEATED UNIQUE CLOTH FRONT BUCKET SEATS, -inc: 10-way power driver seat (includes power lumbar and power recline) and 4-way manual front passenger (fore/aft w/manual recline)	$0.00
201A	EQUIPMENT GROUP 201A	$0.00
51U	MINI SPARE WHEEL, -inc: mini spare tire, wheel nut wrench and jack	$195.00
153	FRONT LICENSE PLATE BRACKET, -inc: Standard in states requiring two license plates and optional to all others	$0.00
942	DAYTIME RUNNING LAMPS (DRL), -inc: Non-configurable, Replaces the standard Configurable Daytime Running Lamps (DRL)	$45.00
60S	REVERSE SENSING SYSTEM	$245.00

Please note selected options override standard equipment

SUBTOTAL	**$30,250.00**
Advert/ Adjustments	$0.00
Manufacturer Destination Charge	$1,195.00
TOTAL PRICE	**$31,445.00**

Est City: 29 MPG
Est Highway: 36 MPG
Est Highway Cruising Range: 568.80 mi

Any performance-related calculations are offered solely as guidelines. Actual unit performance will depend on your operating conditions.

Standard Equipment

MECHANICAL

Engine: 2.5L iVCT Atkinson Cycle I-4 Hybrid
Transmission: eCVT
2.91 Axle Ratio
GVWR: TBD
50-State Emissions System
Engine Auto Stop-Start Feature
Transmission w/Driver Selectable Mode and Oil Cooler
Automatic Full-Time All-Wheel
Battery w/Run Down Protection
Hybrid Electric Motor
Gas-Pressurized Shock Absorbers
Front And Rear Anti-Roll Bars
Electric Power-Assist Speed-Sensing Steering
Quasi-Dual Stainless Steel Exhaust w/Chrome Tailpipe Finisher
14.2 Gal. Fuel Tank
Permanent Locking Hubs
Strut Front Suspension w/Coil Springs
Short And Long Arm Rear Suspension w/Coil Springs
Regenerative 4-Wheel Disc Brakes w/4-Wheel ABS, Front Vented Discs, Brake Assist, Hill Hold Control and Electric Parking Brake
Brake Actuated Limited Slip Differential
Lithium Ion Traction Battery

EXTERIOR

Wheels: 17" Ebony Black Painted Aluminum
Tires: 225/65R17 AS BSW
Spare Tire Mobility Kit
Clearcoat Paint
Body-Colored Front Bumper w/Metal-Look Rub Strip/Fascia Accent and Black Bumper Insert
Black Rear Bumper w/Metal-Look Rub Strip/Fascia Accent
Black Bodyside Cladding and Black Wheel Well Trim
Black Side Windows Trim
Body-Colored Door Handles
Black Power Heated Side Mirrors w/Manual Folding
Fixed Rear Window w/Fixed Interval Wiper and Defroster
Variable Intermittent Wipers
Deep Tinted Glass
Fully Galvanized Steel Panels
Lip Spoiler
Black Grille

Liftgate Rear Cargo Access
Tailgate/Rear Door Lock Included w/Power Door Locks
Autolamp Fully Automatic Projector Beam Halogen Auto High-Beam Daytime Running Lights Preference Setting Headlamps w/Delay-Off
LED Brakelights

ENTERTAINMENT

Radio: AM/FM Stereo -inc: 6 speakers, speed compensated volume and SiriusXM radio w/a 6 month prepaid subscription, Note: SiriusXM audio and data services each require a subscription sold separately, or as a package, by Sirius XM Radio Inc, If you decide to continue service after your trial, the subscription plan you choose will automatically renew thereafter and you will be charged according to your chosen payment method at then-current rates, Fees and taxes apply, To cancel you must call SiriusXM at 1-866-635-2349, See SiriusXM Customer Agreement for complete terms at www.siriusxm.com, All fees and programming subject to change, Sirius, XM and all related marks and logos are trademarks of Sirius XM Radio Inc SiriusXM service is not available in Alaska and Hawaii.
Radio w/Seek-Scan, Clock, Aux Audio Input Jack, Steering Wheel Controls and Radio Data System
Integrated Roof Antenna
SYNC 3 Communications & Entertainment System -inc: enhanced voice recognition, 8" LCD capacitive touchscreen in center stack w/swipe capability, AppLink, 911 Assist, Apple CarPlay, Android Auto compatibility and 2 smart-charging USB ports
2 LCD Monitors In The Front

INTERIOR

8-Way Driver Seat
Passenger Seat
60-40 Folding Split-Bench Front Facing Manual Reclining Fold Forward Seatback Cloth Rear Seat
Manual Tilt/Telescoping Steering Column
Gauges -inc: Speedometer, Odometer, Engine Coolant Temp, Traction Battery Level, Power/Regen, Trip Odometer and Trip Computer
Power Rear Windows and Fixed 3rd Row Windows
Leather Steering Wheel
Front Cupholder
Rear Cupholder
Compass
Remote Keyless Entry w/Integrated Key Transmitter, Illuminated Entry, Illuminated Ignition Switch and Panic Button
Keypad
Proximity Key For Doors And Push Button Start
Remote Releases -Inc: Power Fuel
FordPass Connect -inc: 4G LTE Wi-Fi hotspot that connects up to 10 devices (includes a complimentary trial subscription of 3 months or 3 gigabytes - whichever comes first, Wireless service plan required after trial subscription ends, Visit www.att.com/ford to start complimentary trail and sign up for a wireless service plan), Remote start w/specific time scheduling, lock and unlock, locate parked vehicle and check vehicle status (service for 1 year from the vehicle sale date as recorded by the dealer)
Cruise Control w/Steering Wheel Controls

HVAC -inc: Underseat Ducts and Console Ducts
Voice Activated Automatic Air Conditioning
Illuminated Glove Box
Driver Foot Rest
Full Cloth Headliner
Cloth Door Trim Insert
Metal-Look Gear Shifter Material
Interior Trim -inc: Metal-Look Instrument Panel Insert, Metal-Look Door Panel Insert, Metal-Look Console Insert and Chrome/Metal-Look Interior Accents
Heated Unique Cloth Front Bucket Seats -inc: 10-way power driver seat (includes power lumbar and power recline) and 4-way manual front passenger (fore/aft w/manual recline)
Day-Night Rearview Mirror
Driver And Passenger Visor Vanity Mirrors w/Driver And Passenger Illumination, Driver And Passenger Auxiliary Mirror
Full Floor Console w/Covered Storage, Mini Overhead Console w/Storage and 2 12V DC Power Outlets
Front And Rear Map Lights
Fade-To-Off Interior Lighting
Full Carpet Floor Covering -inc: Carpet Front And Rear Floor Mats
Carpet Floor Trim
Cargo Area Concealed Storage
Cargo Features -inc: Spare Tire Mobility Kit
Cargo Space Lights
FOB Controls -inc: Cargo Access
Instrument Panel Bin, Driver / Passenger And Rear Door Bins
Power 1st Row Windows w/Driver 1-Touch Down
Delayed Accessory Power
Power Door Locks w/Autolock Feature
Systems Monitor
Trip Computer
Outside Temp Gauge
Analog Display
Seats w/Cloth Back Material
Manual Adjustable Front Head Restraints and Manual Adjustable Rear Head Restraints
1 Seatback Storage Pocket
Front Center Armrest and Rear Center Armrest
Securilock Anti-Theft Ignition (pats) Engine Immobilizer
Air Filtration
2 12V DC Power Outlets

SAFETY

AdvanceTrac w/Roll Stability Control Electronic Stability Control (ESC) And Roll Stability Control (RSC)
ABS And Driveline Traction Control
Side Impact Beams

Dual Stage Driver And Passenger Seat-Mounted Side Airbags
Ford Co-Pilot360 - Blind Spot Information System (BLIS) Blind Spot
Ford Co-Pilot360 - Automatic Emergency Braking (AEB) and Ford Co-Pilot360 - Cross-Traffic Alert
Lane Keeping Alert Lane Keeping Assist
Lane Keeping Alert Lane Departure Warning
Low Tire Pressure Warning
Dual Stage Driver And Passenger Front Airbags
Safety Canopy System Curtain 1st And 2nd Row Airbags
Airbag Occupancy Sensor
Driver Knee Airbag
Mykey System -inc: Top Speed Limiter, Audio Volume Limiter, Early Low Fuel Warning, Programmable Sound Chimes and Beltminder w/Audio Mute
Rear Child Safety Locks
Outboard Front Lap And Shoulder Safety Belts -inc: Rear Center 3 Point, Height Adjusters and Pretensioners
Back-Up Camera

CONSENT AGENDA ITEM NO. 7.F

FOR COUNCIL: March 26, 2020

SPONSOR: Public Works Department

WARD IMPACTED: Ward 5

SUBJECT: Consideration and action to approve a Preliminary Engineering Services Agreement for Motor Fuel Tax (MFT) Funds with Farnsworth Group, Inc., and an MFT Resolution, in the amount of $265,000, for Engineering Design of Jersey Avenue Bridge Rehabilitation, as requested by the Public Works Department.

RECOMMENDED MOTION: The proposed Agreement and Motor Fuel Tax Resolution be approved.

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

STRATEGIC PLAN SIGNIFICANCE:
-Objective 2a. Better quality roads and sidewalks

BACKGROUND: Public Works is recommending the approval of a Preliminary Engineering Services Agreement for Motor Fuel Tax (MFT) Funds with Farnsworth Group, Inc., and an MFT Resolution, in the amount of $265,000, for Engineering Design of Jersey Avenue Bridge Rehabilitation. Once complete, construction work could be budgeted for an outyear.

Due to concrete deterioration and full-depth chloride contamination, the Jersey Avenue bridge deck will be replaced. The abutments and piers are in good condition and will remain in place. A new retaining wall and channel paving will be constructed below the bridge to allow a future bike trail route along Sugar Creek.

Farnsworth was identified in 2015 under RFQ 2015-26, utilizing the Quality-Based Selection process, to provide survey and engineering services for rehabilitation of the Linden Street, Jersey Avenue, and Cottage Avenue bridges. These three bridges were identified for

rehabilitation due to their age and structural deterioration. At that time, Farnsworth was awarded a contract for design of the Linden Street bridge. Linden Street bridge rehabilitation construction was completed in 2017.

Per direction given by Council at the Work Session of May 11, 2015, Farnsworth will perform engineering design, which will include accommodation for a future bike trail underpass at the Jersey Avenue bridge, similar to what was constructed at Linden Street bridge. Future bike trail construction will require additional coordination with the Bloomington-Normal Water reclamation District (BNWRD) and Town of Normal, since BNWRD maintains the creek channel, and Jersey Avenue is on the border with Normal.

Through Resolution 2019-18, the City Council approved a list of prequalified vendors for Architectural and Engineering Services. Resolution 2019-18 established eight (8) categories of services and identified qualified vendors to provide services in each category. City staff reviewed the seven (7) firms under the structural category, which is the key design service of the project as described above, and determined Farnsworth to be the most qualified firm to do the work.

Based on Farnsworth's selection under RFQ 2019-34 and their experience with structural work, this project, and the Linden Street bridge project, Farnsworth was asked to submit a proposal for scope and fees associated with the Jersey Avenue Bridge project. The vendor chosen for this project utilized a qualification-based selection process and therefore, the City's local preference policy does not apply.

Farnsworth's proposed Scope of Services and Professional Services Contract fees are not to exceed $265,000. For this specific project, as outlined above, Farnsworth was deemed to be the most qualified and best fit for the work from the list of pre-qualified firms.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: BNWRD and Town of Normal.

FINANCIAL IMPACT: If approved, the not to exceed amount of $265,000 will be paid out of the Motor Fuel Tax-Architectural & Engineering Services account (20300300-70051). The project is included in the FY 2020 Budget at $300,000. The award amount would be $35,000 under budget. Stakeholders can locate this in the FY 2020 Budget Book titled "Other Funds & Capital Improvement" on pages 8, 241, 246, 251 and 252.

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: Greg Kallevig, Civil Engineer II

Reviewed by:

Kevin Kothe, City Engineer 3/10/2020

Chris Tomerlin, Budget Manager 3/11/2020

Jeffrey R. Jurgens, Corporation Counsel 3/15/2020

Tara Henry, Legislative Assistant 3/17/2020

Recommended by:

Tim Gleason, City Manager

Attachments:

- PW 16B Agreement_Jersey Ave Bridge Rehab Design Agreement Farnsworth 2020 03 23
- PW 16C MFT Resolution_Jersey Ave Bridge Rehab Design Agreement Farnsworth 2020 03 23
- PW 16D Location Map_Jersey Ave Bridge Rehab Design Agreement Farnsworth 2020 03 23

LOCAL AGENCY		CONSULTANT
Municipality: City of Bloomington	Illinois Department of Transportation **Preliminary Engineering Services Agreement For Motor Fuel Tax Funds**	Name: Farnsworth Group, Inc.
Township:		Address: 2709 McGraw Drive
County: McLean		City: Bloomington
Section: 15-00355-00-BR		State: Illinois

THIS AGREEMENT is made and entered into this _____ day of March , 2020 between the above Local Agency (LA) and Consultant (ENGINEER) and covers certain professional engineering services in connection with the improvement of the above SECTION. Motor Fuel Tax Funds, allotted to the LA by the State of Illinois under the general supervision of the State Department of Transportation, hereinafter called the "DEPARTMENT", will be used entirely or in part to finance ENGINEERING services as described under AGREEMENT PROVISIONS.

Section Description

Name Jersey Avenue Bridge Rehabilitation

Route FAU 6355 Length 0.085 Mi. 450.00 FT (Structure No. 057-6316)

Termini From +/-200' West of Bridge to +/-250' East of Bridge and From +/-150' North of Bridge to +/-150' South of Bridge

Description:
Phase I and II Engineering Services, according to IDOT BLRS MFT requirements, as outlined in Attachment A "Project Scope of Services", Attachment B "Estimated Project Schedule" and Attachment C "Fee Summary".

Agreement Provisions

The Engineer Agrees,

1. To perform or be responsible for the performance of the following engineering services for the LA, in connection with the proposed improvements herein before described, and checked below:
   - a. ☒ Make such detailed surveys as are necessary for the preparation of detailed roadway plans
   - b. ☐ Make stream and flood plain hydraulic surveys and gather high water data, and flood histories for the preparation of detailed bridge plans.
   - c. ☒ Make or cause to be made such soil surveys or subsurface investigations including borings and soil profiles and analyses thereof as may be required to furnish sufficient data for the design of the proposed improvement. Such investigations are to be made in accordance with the current requirements of the DEPARTMENT.
   - d. ☐ Make or cause to be made such traffic studies and counts and special intersection studies as may be required to furnish sufficient data for the design of the proposed improvement.
   - e. ☒ Prepare Army Corps of Engineers Permit, Department of Natural Resources-Office of Water Resources Permit, Bridge waterway sketch, and/or Channel Change sketch, Utility plan and locations, and Railroad Crossing work agreements.
   - f. ☒ Prepare Preliminary Bridge design and Hydraulic Report, (including economic analysis of bridge or culvert types) and high water effects on roadway overflows and bridge approaches.
   - g. ☒ Make complete general and detailed plans, special provisions, proposals and estimates of cost and furnish the LA with five (5) copies of the plans, special provisions, proposals and estimates. Additional copies of any or all documents, if required, shall be furnished to the LA by the ENGINEER at his actual cost for reproduction.
   - h. ☒ Furnish the LA with survey and drafts in quadruplicate of all necessary right-of-way dedications, construction easement and borrow pit and channel change agreements including prints of the corresponding plats and staking as required.

Note: Four copies to be submitted to the Regional Engineer

i. ☐ Assist the LA in the tabulation and interpretation of the contractors' proposals

j. ☒ Prepare the necessary environmental documents in accordance with the procedures adopted by the DEPARTMENT's Bureau of Local Roads & Streets.

k. ☐ Prepare the Project Development Report when required by the DEPARTMENT.

(2) That all reports, plans, plats and special provisions to be furnished by the ENGINEER pursuant to the AGREEMENT, will be in accordance with current standard specifications and policies of the DEPARTMENT. It is being understood that all such reports, plats, plans and drafts shall, before being finally accepted, be subject to approval by the LA and the DEPARTMENT.

(3) To attend conferences at any reasonable time when requested to do so by representatives of the LA or the Department.

(4) In the event plans or surveys are found to be in error during construction of the SECTION and revisions of the plans or survey corrections are necessary, the ENGINEER agrees that he will perform such work without expense to the LA, even though final payment has been received by him. He shall give immediate attention to these changes so there will be a minimum delay to the Contractor.

(5) That basic survey notes and sketches, charts, computations and other data prepared or obtained by the Engineer pursuant to this AGREEMENT will be made available, upon request, to the LA or the DEPARTMENT without cost and without restriction or limitations as to their use.

(6) That all plans and other documents furnished by the ENGINEER pursuant to this AGREEMENT will be endorsed by him and will show his professional seal where such is required by law.

The LA Agrees,

~~1. To pay the ENGINEER as compensation for all services performed as stipulated in paragraphs 1a, 1g, 1i, 2, 3, 5 and 6 in accordance with one of the following methods indicated by a check mark:~~

~~a. ☐ A sum of money equal to _____ percent of the awarded contract cost of the proposed improvement as approved by the DEPARTMENT.~~

~~b. ☐ A sum of money equal to the percent of the awarded contract cost for the proposed improvement as approved by the DEPARTMENT based on the following schedule:~~

~~Schedule for Percentages Based on Awarded Contract Cost~~

~~Awarded Cost~~	~~Percentage Fees~~
~~Under $50,000~~	_____ ~~(see note)~~
	_____ %
	%

~~Note: Not necessarily a percentage. Could use per diem, cost-plus or lump sum.~~

2. To pay for services stipulated in paragraphs **1a,** 1b, 1c, 1d, 1e, 1f, 1h, 1j & 1k of the ENGINEER AGREES at **standard rates according to the attached Schedule of Charges -** actual cost of performing such work plus ~~percent to cover~~ profit, overhead and readiness to serve - "actual cost" being defined as material cost plus payrolls, insurance, social security and retirement deductions. Traveling and other out-of-pocket expenses will be reimbursed to the ENGINEER ~~at his actual cost~~ **according to the attached Schedule of Charges**. Subject to the approval of the LA, the ENGINEER may sublet all or part of the services provided under the paragraph **1a,** 1b, 1c, 1d, 1e, 1f, 1h, 1j & 1k. If the ENGINEER sublets all or part of this work, the LA will pay the cost to the ENGINEER plus a five (5) percent service charge. **The total payment to the ENGINEER for services and expenses will not exceed $265,000, as described in Attachment C "Fee Summary".**

"Cost to Engineer" to be verified by furnishing the LA and the DEPARTMENT copies of invoices from the party doing the work. The classifications of the employees used in the work should be consistent with the employee classifications for the services performed. If the personnel of the firm, including the Principal Engineer, perform routine services that should normally be performed by lesser-salaried personnel, the wage rate billed for such services shall be commensurate with the work performed.

3. That payments due the ENGINEER for services rendered in accordance with this AGREEMENT will be made as soon as practicable after the services have been performed in accordance with the following schedule:

   a. Upon completion of detailed plans, special provisions, proposals and estimate of cost - being the work required by paragraphs 1a through 1g under THE ENGINEER AGREES - to the satisfaction of the LA and their approval by the DEPARTMENT, 90 percent of the total fee due under this AGREEMENT based on the approved estimate of cost.

   b. Upon award of the contract for the improvement by the LA and its approval by the DEPARTMENT, 100 percent of the total fee due under the AGREEMENT based on the awarded contract cost, less any amounts paid under "a" above.

   By Mutual agreement, partial payments, not to exceed 90 percent of the amount earned, may be made from time to time as the work progresses.

4. That, should the improvement be abandoned at any time after the ENGINEER has performed any part of the services provided for in paragraphs 1a, through 1h and prior to the completion of such services, the LA shall reimburse the ENGINEER for his actual costs ~~plus~~ ____ ~~percent,~~ **according to the attached Schedule of Charges,** incurred up to the time he is notified in writing of such abandonment -"actual cost" being defined as in paragraph 2 of THE LA AGREES.

5. That, should the LA require changes in any of the detailed plans, specifications or estimates except for those required pay the ENGINEER for such changes on the basis of actual cost plus ____ ~~percent to cover~~ profit, overhead and readiness to serve**, according to the attached Schedule of Charges** -"actual cost" being defined as in paragraph 2 of THE LA AGREES. It is understood that "changes" as used in this paragraph shall in no way relieve the ENGINEER of his responsibility to prepare a complete and adequate set of plans and specifications.

It is Mutually Agreed,

1. That any difference between the ENGINEER and the LA concerning their interpretation of the provisions of this Agreement shall be referred to a committee of disinterested parties consisting of one member appointed by the ENGINEER, one member appointed by the LA and a third member appointed by the two other members for disposition and that the committee's decision shall be final.

2. This AGREEMENT may be terminated by the LA upon giving notice in writing to the ENGINEER at his last known post office address. Upon such termination, the ENGINEER shall cause to be delivered to the LA all surveys, permits, agreements, preliminary bridge design & hydraulic report, drawings, specifications, partial and completed estimates and data, if any from traffic studies and soil survey and subsurface investigations with the understanding that all such material becomes the property of the LA. The ENGINEER shall be paid for any services completed and any services partially completed in accordance with Section 4 of THE LA AGREES.

3. That if the contract for construction has not been awarded one year after the acceptance of the plans by the LA and their approval by the DEPARTMENT, the LA will pay the ENGINEER the balance of the engineering fee due to make 100 percent of the total fees due under this AGREEMENT, based on the estimate of cost as prepared by the ENGINEER and approved by the LA and the DEPARTMENT.

4. That the ENGINEER warrants that he/she has not employed or retained any company or person, other than a bona fide employee working solely for the ENGINEER, to solicit or secure this contract, and that he/she has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the ENGINEER, any fee, commission, percentage, brokerage fee, gifts or any other consideration, contingent upon or resulting from the award or making of this contract. For Breach or violation of this warranty the LA shall have the right to annul this contract without liability.

IN WITNESS WHEREOF, the parties have caused the AGREEMENT to be executed in quadruplicate counterparts, each of which shall be considered as an original by their duly authorized officers.

Executed by the LA:

City of Bloomington of the
(Municipality/~~Township/County~~)

ATTEST:

By _____

City Clerk

(Seal)

State of Illinois, acting by and through its

Council

By _____

Title City Manager

Executed by the ENGINEER:

Farnsworth Group, Inc.

2709 McGraw Drive

Bloomington, Illinois 61704

ATTEST:

By _____

Title Principal

By _____

Title Senior Engineering Manager

Approved

_____
Date

Department of Transportation

_____
Regional Engineer

ATTACHMENT A
(PROJECT SCOPE OF SERVICES)

ATTACHMENT A
PROJECT SCOPE OF SERVICES – February 21, 2020

City of Bloomington
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McLean County

Provide Phase I Engineering Services – Field Survey (Topographic), R.O.W. or Easement Plats, Bridge Condition Report (BCR), Hydraulic Design, Permits, Environmental Study and Utility Coordination per the MFT requirements of the IDOT – Bureau of Local Roads and Street (BLRS) Manual, 2005 Edition (as updated on the IDOT website).

Provide Phase II Engineering Services – Roadway, Structure and Multi-Use Trail Design Plans, Specifications, and Estimates (PS&E) per the MFT requirements of the IDOT – BLRS Manual, 2005 Edition (as updated on the IDOT website).

1. **Topographic Survey:**
   Additional topographic survey as required for construction document preparation.

2. **Right-of-Way (R.O.W.) or Easement Plats:**
   A total of four (4) R.O.W. or Easement Plats are assumed for this project. This includes obtaining title searches for the four (4) plats. The R.O.W. or Easement Plats will **not** be staked in the field.

3. **Preliminary Work Sheets:**
   Create a Digital Terrain Model (DTM) to create the Plan & Profile sheet(s), Cross Sections and Alignment Drawings. The Plan and Profile drawings will be at a 1" = 20' scale. The Roadway Cross Sections will be cut at 50' intervals.

4. **Bridge Condition Report (BCR):**
   A BCR will be completed in accordance with the BLRS Manual and IDOT BCR Procedures and Practice Manual. The existing precast concrete pile load carrying capacity will be checked.

5. **Hydraulic Design:**
   Prepare the Preliminary Bridge Design and Hydraulic Report (PBDHR) considering the reuse of the substructure elements and adding a multi-use trail under the west span of the bridge in accordance with the BLRS Manual and the IDOT Drainage Manual, 2011 Edition. This includes reviewing the existing FEMA flood study, using HEC-RAS to model the natural, existing and proposed conditions (modified bridge including the trail and retaining walls). A preliminary Type, Size and Location (TS&L) drawing will be prepared to include with the PBDHR. This report will be submitted to IDOT, Army Corps of Engineers, IEPA, IDNR and the City of Bloomington, as part of the permit application under Item No. 8.

6. **Trail Design:**
   A multi-use trail 10' wide with 2' shoulders will be designed on the west side of Sugar Creek from approximately 150' north of the bridge to 150' south of the bridge. No preliminary options will be presented to the City of Bloomington. Plan and Profile Sheets (Scale 1" = 20'), Trail Cross Sections (maximum 50' intervals with sections at breaks), and Trail Typical Sections will be produced for the Construction Documents. These plans will be incorporated into the overall plan set.

7. **Retaining Walls:**
   It is anticipated that retaining walls will be required for the multi-use trail north and south of the bridge in addition to under the bridge. A Soldier Pile wall will be constructed under the

west span of the bridge and extending beyond the bridge substructure elements. Soldier Pile walls typically require at least four (4) sheets of plans due to the complexity. No other options will be investigated, or separate estimates will be provided for the retaining walls.

8. **Permits:**
A Joint Application Form for Waterway Permits will be prepared and submitted to IDOT, Army Corp. of Engineers, IEPA, IDNR and the City of Bloomington. It is anticipated both the City of Bloomington and Farnsworth Group, Inc. will sign-off on this permit. The application fee for an IDNR permit may be as high as $5,000; this potential fee is **not** included in our fee.

9. **Environmental Study:**
Environmental Survey Request Forms (ESR) and exhibits for the project location will be completed and submitted to IDOT. A Special Waste Screening will be prepared and submitted to IDOT. Based on our initial review, a Preliminary Environmental Site Assessment (PESA) is anticipated to be required, therefore a PESA in accordance with Chapter 20, 20-12.04 of the BLRS Manual will be prepared and submitted to IDOT for review and approval. Due to the construction of the multi-use trail and channel paving, the 6" diameter watermain will be relocated, therefore the permit and cost estimate for the watermain will be prepared and submitted to the IEPA (any potential permit fees a **not** included in our fee).

10. **Pre-Final Roadway Plans:**
Plans will be prepared following IDOT, MFT and the City of Bloomington standards. It is assumed that roadway work will be approximately 450' in length. The following sheets will be created (many of the following sheets will be combined): Cover Sheet; Highway Standards, General Notes, and Commitments; Summary of Quantity sheets; Typical Cross Section sheets; Schedule of Quantities sheets; Alignment, Survey Ties and Benchmarks; Right-of-Way and Easement Plan; Removal Plan; Plan and Profile sheets; Sidewalk Detail sheets; Erosion and Sediment Control Plan; Drainage and Utility Plan; Drainage Profile; Watermain Plan; Pavement Marking; Miscellaneous Details; and Roadway Cross Sections at 50' intervals. Specifications, Quantities, Estimates of Time and Cost will also be prepared. These plans will be submitted to both IDOT District 5 and the City of Bloomington for review.

Additional Design and Plan Information:

- Design Policy: IDOT Bureau of Local Roads and Streets Manual, 2005 Edition (as updated on the IDOT website)
- Construction to be completed under roadway closure.
- Engineering & Construction Funding Type: Motor Fuel Tax Funds (No State or Federal Funds)
- Functional Classification: Major Collector
- Geometric Design Criteria: 3R Policy (Chapter 33) and Bike Facility (Chapter 42)
- ADT: 3,351 (Year 2032)
- Design Speed: 35 mph / Posted Speed: 30 mph
- Pavement Cross Slope: 1.5%

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- Typical Cross Section: 12'-0" Lanes, 6'-6" Bike Lanes (out-to-out pavement dimension = 37'-0") and Type B-6.18 Combination Curb and Gutter (face-to-face of curb dimension = 39'-0" and back-to-back curb and gutter dimension = 41'-2").
- Provide a pavement cross section similar to the Linden Street Improvement.
- Provide a 5'-0" sidewalk with a 2' to 3' wide buffer area on each side of Jersey Avenue.
- Provide Plan and Profile drawings, showing proposed horizontal and vertical alignment for at 1" = 20' Scale
- Provide Proposed Cross Sections at 50' intervals.
- Provide intersection details for the following intersecting streets with Jersey Avenue: Brookwood Drive (northwest street) and Ethell Parkway (northeast street)/Parkview Drive (southeast street).
- Provide Sidewalk Ramps in accordance with current PROWAG requirements.
- Provide Portland Cement Concrete Entrances from back of curb to existing Right-of-Way or Easement.
- Provide drainage inlets and storm sewer reconnections.
- Provide Erosion and Sediment Control Plan. Provide Storm Water Pollution Prevention Plan.
- Provide both summary and schedule tables for quantities not otherwise shown.
- Provide estimate of Cost and Time for the project.
- Design plans to be completed using MicroStation. Data files to be provide electronically if requested in accordance with IDOT standard policy.

11. **Pre-Final Structure Plans:** (See Attachment E for the Bridge Cross Section)
Structure plans will be prepared to rehabilitate the bridge. It is anticipated that a new superstructure will be used for this bridge. The superstructure will be a cast-in-place concrete slab to minimize any potential raising of the roadway and prevent lowering of the low concrete elevation. Channel work will be required to extend the channel paving downstream of the bridge and for the addition of the multi-use trail under the west span of the bridge as noted in Item No. 7. The bridge roadway width (face-to-face curb dimension = 37'-0") will be 1'-0" narrower than the approach roadway width to reduce the out-to-out width of the bridge. There will be sidewalks on both sides of the bridge. The sidewalks will be designed as an 8" raised walk 6'-0" wide with no other barrier between the walk and driving surfaces. Substructure modifications will be required to incorporate the 6'-0" sidewalk and bridge approach slab (complete abutment removal and replacement will be required). Inlets in each quadrant of the bridge (beyond the approach slabs) will provide adequate drainage for the bridge deck. A 2" overlay system (1 ½" HMA surface and ½" waterproofing membrane) will be installed similar to the Linden Street Improvement. These plans will be submitted to IDOT District 5 and the City of Bloomington for review.

12. **Final Roadway Plans:**
After receiving Pre-Final Plan comments from both IDOT District 5 and the City of Bloomington, revisions will be made to the roadway plans. Final plans will be submitted to IDOT and the City using Electronic MicroStation (.DGN) files in accordance with current IDOT Standards Policies.

13. Final Structure Plans:
After receiving comments from both IDOT District 5 and the City of Bloomington, revisions will be made to the structure plans. Final plans will be submitted to IDOT and the City using Electronic MicroStation (.DGN) files in accordance with current IDOT Standards Policies.

14. Load Rating Analysis:
The rehabilitated bridge will be load rated in accordance with IDOT Circular Letter 2017-16 (NBIS Metric 13 – Load Rating Procedures), all new construction, rehabilitations and other works, affecting the load capacity of a structure, will require a load rating analysis, and submittal of the plans and load rating results to the Bureau of Bridge and Structures for all public agency structures. The load rating analysis shall be completed utilizing the current version of AASHTOWare Bridge Rating software.

15. Meetings/Utility Coordination:
- Design Stage JULIE Locate request in conjunction with Environmental Survey Request.
- Submit excerpts of plans and specifications to the appropriate Utilities with the completion of the Pre-Final Plans and Final Plans.
- Attend up to two (2) project review and update meetings with the City. Meeting minutes will be prepared and distributed.
- Attend up to two (2) agency coordination meetings and prepare meeting minutes. Meetings shall be agreed upon with the City and may include utility agencies, landowners, school, or other stake holders.
- Review Utility Agency Conflict Resolution correspondence and respond to relocation plan.

16. Quality Control/Quality Assurance:
QC/QA is very important to this project, because of the utilities, multi-use trail, possible reuse of the existing substructure elements, etc., therefore in addition to the designer and reviewer a separate person will review the plans and other submittals.

17. Administration:
Coordination with the City, Utilities, BNWRD, and IDOT will be performed. Also, various billing items will be performed as well.

18. Geotechnical Engineering:
A total of four (4) borings for the retaining walls will be performed. A geotechnical report will be provided to Farnsworth Group, Inc. by Ramsey Geotechnical Engineering, LLC.

19. Compensation:
Farnsworth Group, Inc. will perform the above professional services on an hourly basis, as outlined in Attachment C – Fee Summary.

Note: Not included in this Contract and Scope of Services. This work listed below can be provided on a time and material basis under a separate contract addendum if determined to be needed during the project and if requested later by the City.

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PROJECT SCOPE OF SERVICES – February 21, 2020

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Additional Environmental Items:

- IHPA Historical / Archeological Level 1 Studies
- IDNR Endangered Species Detailed Action Reports
- IDNR Permit Application Fee
- ECAD, EA and EIS
- Any Wetland Field Surveys, Wetland Mitigation or Banking Plans or coordination
- IEPA Notice of Intent (NOI) or Notice of Termination (NOT)
- Noise Modeling
- Air Quality Analysis (COSIM)
- 4(f) or 6(f) Special Lands Studies
- Floodplain or Compensatory Storage Analysis or Review
- Any Forest Preserve Permitting or Coordination
- PSI and PSI reports
- Site soil borings or material sampling or testing that may be required because of PESA findings

Additional Right-of-Way/Easement/Property Items:

- Services related to Right-of-Way or Easements other than those listed above
- Title Commitment payments
- R.O.W. or Easement Appraisals, negotiations, acquisition or recording services or fees
- Staking of proposed Right-of-Way or Easements in the field

Additional Agency/Public Coordination Items:

- Additional Coordination Meetings or Presentations with Town Board, Homeowners, Schools, Businesses, or Associations other than those detailed above
- Formal Public Hearing or Context Sensitive Solution (CSS) process
- Public or Private Utility Extensions or Replacement planning/design
- Coordination meetings other than those referenced above
- Advertising or Mailing for Public Open House

Additional Planning Items:

- Roadway Soil Borings or a Roadway Geotechnical Report
- Intersection Design Studies, Traffic Counts, Trip Generation, Traffic Distributions or Projections
- Vehicular, Pedestrian or Bicycle Traffic Counts
- Formal Intersection Design Studies or Traffic Capacity Analysis
- Street lighting replacement or other electrical and lighting evaluation
- Existing storm sewer outfall analysis or improvements
- Landscaping Evaluation, Landscaping Plans or Tree Planting Plans
- Combined sewer overflow analysis or coordination
- 5-year Crash Analysis and Collision Spot Diagrams
- Accident Location Maps
- Average Daily Traffic
- Detour Maps
- Street lighting replacement or other electrical and lighting design
- Traffic signal design or Traffic Software Modeling

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- Public or Private Detailed Utility Relocation Analysis or Review
- Public or Private Utility Extensions or Replacements
- Quantities, Schedules and Estimates (Multi-Use Trail Final Surface)
- Retaining wall design other than the Soldier Pile Retaining Wall mentioned above

Construction Items:

- Construction Engineering Services
- Preconstruction Meeting
- Construction Staking
- Shop Drawing Review
- Contractor Contract Execution, Contract Bonds, or Processing Insurance

Additional Miscellaneous Items:

- Updates to Plans, Special Provisions and Estimates after Final Plan Submittal
- Formal Parking Studies or Speed Studies
- Sewer Televising
- Drainage Study
- Drainage detention analysis, design or Existing Storm Sewer Outfall analysis
- Traffic Management Analysis (TMA) or Traffic Management Plan (TMP)
- Project Development Report
- Construction Staging and Sequencing Plan (Maintenance of Traffic)
- MFT Funding Resolution

ATTACHMENT B
(ESTIMATED PROJECT SCHEDULE)

ATTACHMENT B

ESTIMATED PROJECT SCHEDULE – February 21, 2020

City of Bloomington
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Task	**Date**
Engineering Scope of Services and Contract Package Submitted	February 21, 2020
Notice to Proceed Issued by City	April 3, 2020
Field Topography Complete (weather dependent)	April 10, 2020
Complete Existing Plan Base Sheets and Digital Terrain Model	April 24, 2020
Environmental Survey Request (ESR) Submitted	*May 29, 2020
Submit BCR, PBDHR, and Joint Application Form to IDOT, Corps of Engineers, IEPA and IDNR	*May 29, 2020
Pre-Final Right-of-Way (ROW) and Easement Plat Submitted to City for Review and Comment	*May 29, 2020
PESA Submittal to City and IDOT	June 12, 2020
Receive Pre-Final ROW and Easement Plat Review Comments from City	July 3, 2020
Final ROW and Easement Plat Submitted to City	July 17, 2020
Pre-Final Plans, Specifications and Estimates Submitted to City, IDOT and Utilities	December 4, 2020
Pre-Final Plans, Specifications, and Estimates Review Comments Received from City, IDOT and Utilities	January 8, 2021
Final Plans, Specifications and Estimates Submitted to City, IDOT and Utilities	February 12, 2021
Final Plans, Specifications and Estimates Approved by City and IDOT	March 12, 2021
Load Rating Analysis Submitted to IDOT	March 19, 2021
Letting Date	TBD

ATTACHMENT B

ESTIMATED PROJECT SCHEDULE – February 21, 2020

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Notes:

1. * Denotes: Based on nominal 6 months of lead time for ESR, Waterway Permits and Environmental Clearance could be obtained as late as December 4, 2020.
2. Unless otherwise noted all submittals to IDOT District 5 and City of Bloomington.
3. Estimated Schedule based upon reasonable time frames for review by City, IDOT and other agencies and are beyond the control of the Engineer.
4. Estimated Schedule based upon no delays beyond the control of the City and Engineer for Environmental signoffs.

ATTACHMENT C
(FEE SUMMARY)

Attachment C
Fee Summary - February 21, 2020

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Concept Construction Estimate of Cost (w/o Engineering) = $1,510,000

1. TOPOGRAPHIC SURVEY:

Sr. Proj. Dsgr.	0.5 Hrs.	@	$170.00 /Hr. =	$85.00	
Chief Tech.	10 Hrs.	@	$128.00 /Hr. =	$1,280.00	
Technician II	8 Hrs.	@	$100.00 /Hr. =	$800.00	
GPS (2)	2 Hrs.	@	$44.00 /Hr. =	$88.00	
Robot	6 Hrs.	@	$26.00 /Hr. =	$156.00	
Field Vehicle	8 Hrs.	@	$14.00 /Hr. =	$112.00	
Rods, Stakes, Copies, Misc.				$79.00	$2,600.00

2. RIGHT-OF-WAY (R.O.W.) OR EASEMENT PLATS:

Sr. L.S. Mgr.	1 Hrs.	@	$207.00 /Hr. =	$207.00	
Sr. Proj. L.S.	20 Hrs.	@	$175.00 /Hr. =	$3,500.00	
Sr. Designer	16 Hrs.	@	$144.00 /Hr. =	$2,304.00	
Copies, Plots, Misc.				$89.00	$6,100.00

3. PRELIMINARY WORK SHEETS:

Sr. Tech. Mgr.	10 Hrs.	@	$207.00 /Hr. =	$2,070.00	
CADD	10 Hrs.	@	$15.00 /Hr. =	$150.00	
Copies, Plots, Misc.				$80.00	$2,300.00

4. BRIDGE CONDITION REPORT:

Sr. Eng. Mgr.	4 Hrs.	@	$207.00 /Hr. =	$828.00	
Sr. Proj. Eng.	25 Hrs.	@	$175.00 /Hr. =	$4,375.00	
Sr. Designer	13 Hrs.	@	$144.00 /Hr. =	$1,872.00	
CADD	8 Hrs.	@	$15.00 /Hr. =	$120.00	
Copies, Plots, Postage, Misc.				$5.00	$7,200.00

5. HYDRAULIC DESIGN:

Sr. Eng. Mgr.	8 Hrs.	@	$207.00 /Hr. =	$1,656.00	
Sr. Proj. Eng.	42 Hrs.	@	$175.00 /Hr. =	$7,350.00	
Sr. Designer	30 Hrs.	@	$144.00 /Hr. =	$4,320.00	
CADD	30 Hrs.	@	$15.00 /Hr. =	$450.00	
Copies, Plots, Postage, Misc.				$24.00	$13,800.00

6. TRAIL DESIGN:

Sr. Eng. Mgr.	8 Hrs.	@	$207.00 /Hr. =	$1,656.00	
Sr. Tech. Mgr.	16 Hrs.	@	$207.00 /Hr. =	$3,312.00	
Sr. Proj. Eng.	52 Hrs.	@	$175.00 /Hr. =	$9,100.00	
Sr. Designer	20 Hrs.	@	$144.00 /Hr. =	$2,880.00	
CADD	36 Hrs.	@	$15.00 /Hr. =	$540.00	
Copies, Plots, Postage, Misc.				$12.00	$17,500.00

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7. RETAINING WALLS:

Sr. Eng. Mgr.	16 Hrs.	@	$207.00 /Hr. =	$3,312.00	
Sr. Proj. Eng.	60 Hrs.	@	$175.00 /Hr. =	$10,500.00	
Sr. Eng.	80 Hrs.	@	$145.00 /Hr. =	$11,600.00	
Sr. Designer	96 Hrs.	@	$144.00 /Hr. =	$13,824.00	
CADD	96 Hrs.	@	$15.00 /Hr. =	$1,440.00	
Copies, Plots, Postage, Misc.				$24.00	$40,700.00

8. PERMITS:

Sr. Proj. Eng.	6 Hrs.	@	$175.00 /Hr. =	$1,050.00	
Copies, Plots, Postage, Misc.				$50.00	$1,100.00

9. ENVIRONMENTAL STUDY:

Sr. Proj. Eng.	37 Hrs.	@	$175.00 /Hr. =	$6,475.00	
Report Fee (PESA)				$250.00	
Copies, Plots, Postage, Misc.				$75.00	$6,800.00

10. PRE-FINAL ROADWAY PLANS:

Sr. Eng. Mgr.	16 Hrs.	@	$207.00 /Hr. =	$3,312.00	
Sr. Tech. Mgr.	44 Hrs.	@	$207.00 /Hr. =	$9,108.00	
Sr. Proj. Eng.	35 Hrs.	@	$175.00 /Hr. =	$6,125.00	
Sr. Eng.	136 Hrs.	@	$145.00 /Hr. =	$19,720.00	
Chief Tech.	138 Hrs.	@	$128.00 /Hr. =	$17,664.00	
CADD	182 Hrs.	@	$15.00 /Hr. =	$2,730.00	
Copies, Plots, Postage, Misc.				$41.00	$58,700.00

11. PRE-FINAL STRUCTURE PLANS:

Sr. Eng. Mgr.	32 Hrs.	@	$207.00 /Hr. =	$6,624.00	
Sr. Proj. Eng.	62 Hrs.	@	$175.00 /Hr. =	$10,850.00	
Sr. Eng.	134 Hrs.	@	$145.00 /Hr. =	$19,430.00	
Sr. Designer	208 Hrs.	@	$144.00 /Hr. =	$29,952.00	
CADD	208 Hrs.	@	$15.00 /Hr. =	$3,120.00	
Copies, Plots, Postage, Misc.				$24.00	$70,000.00

12. FINAL ROADWAY PLANS:

Sr. Eng. Mgr.	4 Hrs.	@	$207.00 /Hr. =	$828.00	
Sr. Tech. Mgr.	4 Hrs.	@	$207.00 /Hr. =	$828.00	
Sr. Eng.	12 Hrs.	@	$145.00 /Hr. =	$1,740.00	
Chief Tech.	12 Hrs.	@	$128.00 /Hr. =	$1,536.00	
CADD	16 Hrs.	@	$15.00 /Hr. =	$240.00	
Copies, Plots, Postage, Misc.				$28.00	$5,200.00

13. FINAL STRUCTURE PLANS:

Sr. Eng. Mgr.	4 Hrs.	@	$207.00 /Hr. =	$828.00	
Sr. Eng.	16 Hrs.	@	$145.00 /Hr. =	$2,320.00	
Sr. Designer	20 Hrs.	@	$144.00 /Hr. =	$2,880.00	
CADD	20 Hrs.	@	$15.00 /Hr. =	$300.00	
Copies, Plots, Postage, Misc.				$72.00	$6,400.00

City of Bloomington
Jersey Avenue Bridge Rehabilitation
Section 15-00355-00-BR, S.N. 057-6316 (Ex.)

14. LOAD RATING ANALYSIS:

Sr. Eng. Mgr.	6 Hrs.	@	$207.00 /Hr. =	$1,242.00	
Sr. Proj. Eng.	16 Hrs.	@	$175.00 /Hr. =	$2,800.00	
Copies, Plots, Postage, Misc.				$58.00	$4,100.00

15. MEETINGS / UTILITY COORDINATION:

Sr. Eng. Mgr.	6 Hrs.	@	$207.00 /Hr. =	$1,242.00	
Sr. Proj. Eng.	19 Hrs.	@	$175.00 /Hr. =	$3,325.00	
Copies, Plots, Postage, Misc.				$33.00	$4,600.00

16. QC/QA:

Principal	16 Hrs.	@	$215.00 /Hr. =	$3,440.00	
Sr. Eng. Mgr.	16 Hrs.	@	$207.00 /Hr. =	$3,312.00	
Copies, Plots, Postage, Misc.				$48.00	$6,800.00

17. ADMINISTRATION:

Sr. Eng. Mgr.	32 Hrs.	@	$207.00 /Hr. =	$6,624.00	
Copies, Plots, Postage, Misc.				$76.00	$6,700.00

Agreement Total **$260,600.00**

18. GEOTECHNICAL ENGINEERING SUBCONSULTANT:

Geotechnical Engineering Subconsultant Total **$4,400.00**

Agreement + Geotechnical Engineering Subconsultant Total **$265,000.00**

Farnsworth GROUP

Schedule of Charges - January 1, 2020

Engineering/Surveying Professional Staff	Per Hour
Administrative Support	$ 70.00
Engineering Associate I/Cx Specialist I	$ 115.00
Engineering Associate II/Cx Specialist II	$ 128.00
Engineer/Land Surveyor/Senior Cx Specialist	$ 138.00
Senior Engineer/Senior Land Surveyor/Cx Project Manager	$ 145.00
Project Engineer/Project Land Surveyor/Senior Cx Project Manager	$ 158.00
Senior Project Engineer/Senior Project Land Surveyor/Cx Manager	$ 175.00
Engineering Manager/Land Surveying Manager/Senior Cx Manager	$ 198.00
Senior Engineering Manager/Senior Land Surveying Manager/Senior Cx Director	$ 207.00
Principal/Vice President	$ 215.00

Technical Staff	
Technician I	$ 75.00
Technician II	$ 100.00
Cx Technician	$ 108.00
Senior Technician	$ 110.00
Chief Technician	$ 128.00
Designer/Computer Specialist/Lead Technician	$ 138.00
Senior Designer	$ 144.00
Project Designer/Project Technician	$ 155.00
Senior Project Designer/Systems Integration Manager	$ 170.00
Design Manager/Government Affairs Manager	$ 188.00
Technical Manager	$ 194.00
Senior Technical Manager	$ 207.00

Architecture/Landscape Architecture/Interior Design Professional Staff	
Designer I	$ 105.00
Senior Interior Designer/Designer II/Historical Preservation Technician	$ 115.00
Architect/Interior Design Manager/Designer III/Project Coordinator	$ 131.00
Senior Architect/Senior Project Coordinator	$ 140.00
Project Architect/Project Manager/Historical Preservation Specialist I	$ 151.00
Senior Project Architect/Senior Project Manager	$ 166.00
Architectural Manager/Historical Preservation Specialist II	$ 176.00
Senior Architectural Manager	$ 186.00
Principal – Architecture	$ 209.00

Units	
Overtime, If Required by Client – Non-Exempt Employees Only	1.25xbilling rate
Expert Testimony	2xbilling rate
Per diem	$55.00/day
ATV & Trailer	$11.00/hr
Field Vehicle	$14.00/hr
Automobile mileage	IRS rate + 2.5 cents
Software/CAD/Revit Station	$15.00/hr
Hand Held GPS	$11.00/hr
GPS Unit (each)	$22.00/hr
Utility Locator/Robotic Total Station	$26.00/hr
Stationary Scanner	$300.00/day
Subconsultants & Other Reimbursable Expenses Related to Project*	Cost+ 10%

*Includes the actual cost of prints/copies, supplies, travel charges, testing services, conferencing services, and other costs directly incidental to the performance of the above services.

CHARGES EFFECTIVE UNTIL JANUARY 1, 2021 UNLESS OTHERWISE NOTIFIED

ATTACHMENT D
(LOCATION MAP)

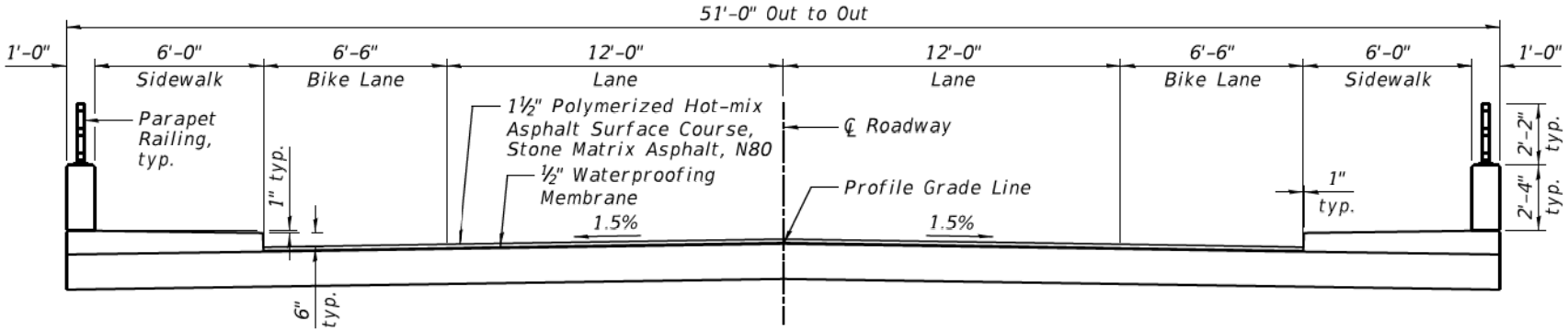
PROJECT LOCATION MAP

Farnsworth GROUP
2709 McGRAW DRIVE
BLOOMINGTON, ILLINOIS 61704
(309) 663-8435 / info@f-w.com

CITY OF BLOOMINGTON
JERSEY AVENUE BRIDGE
REHABILITATION OVER SUGAR CREEK
S.N. 057-6316

Drawn by: DJM
Revlewed: RPU
Date: 02/21/20

ATTACHMENT E
(BRIDGE CROSS SECTION)



JERSEY AVENUE CROSS SECTION

(Looking East @ ℄ of Bridge)

Illinois Department of Transportation

Resolution for Improvement by Municipality Under the Illinois Highway Code

BE IT RESOLVED, by the Council (Council or President and Board of Trustees) of the City (City, Town or Village) of Bloomington Illinois that the following described street(s) be improved under the Illinois Highway Code:

Name of Thoroughfare	Route	From	To
Jersey Avenue	FAU 6355	Brookwood Drive	+/- 100' W. of Parkview Dr.

BE IT FURTHER RESOLVED,

1. That the proposed improvement shall consist of Engineering design of superstructure replacement and partial substructure replacement of the Jersey Avenue Bridge over Sugar Creek, new multi-use trail under the bridge including retaining walls, and necessary roadway improvements.

and shall be constructed 51' (o-o) wide and be designated as Section 15-00355-00-BR

2. That there is hereby appropriated the (additional ☐ Yes ☒ No) sum of Two hundred sixty five thousand and no/100 Dollars (265000) for the improvement of said section from the municipality's allotment of Motor Fuel Tax funds.

3. That work shall be done by Contract (Specify Contract or Day Labor); and,

BE IT FURTHER RESOLVED, that the Clerk is hereby directed to transmit two certified copies of this resolution to the district office of the Department of Transportation.

Approved

Date

Department of Transportation

Regional Engineer

I, Leslie Smith-Yocum Clerk in and for the City (City, Town or Village) of Bloomington County of McLean, hereby certify the foregoing to be a true, perfect and complete copy of a resolution adopted by the Council (Council or President and Board of Trustees) at a meeting on March 23, 2020 (Date)

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this _____ day of _____

(SEAL)

City, Town, or Village Clerk

City of Bloomington Illinois
Public Works Department

Jersey Avenue Bridge

0 150 300
Feet
Date: 3/9/2020

CONSENT AGENDA ITEM NO. 7.G

FOR COUNCIL: March 26, 2020

SPONSOR: Public Works Department

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and action to approve an Agreement with Farnsworth Group, Inc., for the Pipeline Rd - Division G project, in the amount of $486,790.90, as requested by the Public Works Department.

RECOMMENDED MOTION: The proposed Agreement be approved.

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

STRATEGIC PLAN SIGNIFICANCE:
-Objective 5a. Well-planned City with necessary services and infrastructure
-Objective 2b. Quality water for the long term

BACKGROUND: Public Works is recommending the approval of an agreement with Farnsworth Group, Inc., for engineering and design services necessary for the Pipeline Rd - Division G - 1929 Transmission Main Rehabilitation and Replacement - Design (aka Division - G) project, not to exceed of $486,790.90.

Currently the City operates water transmission lines to convey drinking water from Lake Bloomington to the City. The entire pipeline alignment is divided into smaller segments known as "Divisions" and sub-lettered with alphabetical identification. The segment of transmission pipeline located near the City's Fort Jesse Pump Station and Reservoirs extending to the Division Street reservoirs is known as Division - G. This segment is approximately 2.5 miles in length.

Division - G consists of two pipes; a 24" diameter cast iron pipe installed in 1929 and a second 24" diameter concrete pipe installed in 1954. Most of the pipeline is located within the Town of Normal and a significant portion is installed along Sugar Creek. This Project will address the 1929 main.

Engineering services for the Division - G pipeline are budgeted in the FY 2020 capital budget. Replacement or rehabilitation of the Division - G pipeline will upgrade the distribution infrastructure, system reliability, fire protection, water quality, and system pressure.

Through Resolution #2019-34, the City Council approved a list of prequalified vendors for Architectural and Engineering Services. Resolution 2019-34 established eight (8) categories of services and identified qualified vendors to provide services in each category. City staff reviewed the nine (9) firms under the utility category, which is the key design service of the project as described above and determined Farnsworth Group to be the most qualified firm

to do the work. Based on Farnsworth's selection under RFQ #2019-34 and their experience in utility work, Farnsworth was asked to submit a proposal for scope and fees associated with the Division - G project. The vendor chosen for this project utilized a qualification-based selection process and therefore, the City's local preference policy does not apply although Farnsworth has a local office.

Farnsworth Group's proposed Scope of Services and Professional Services Contract fees are not to exceed $486,790.90. For this specific project, as outlined above, Farnsworth Group was deemed to be the most qualified and best fit for the work from the list of pre-qualified firms.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: This project is included in the FY 2020 Budget at $575,000. If approved, $486,790.90 will be paid out of the Water Transmission & Distribution-Architectural & Engineering Services for Capital account (50100120-70051). This is $88,209.10 less than budgeted. Stakeholders can locate this in the FY 2020 Budget Book titled "Other Funds & Capital Improvement" on pages 116, 242, 291, 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 the current and future residents.

Respectfully submitted for Council consideration.

Prepared by: Jason Harden, Superintendent of Water Distribution

Reviewed by:

Kevin Kothe, City Engineer 3/9/2020

Carla Murillo, Procurement Manager 3/11/2020

Chris Tomerlin, Budget Manager 3/11/2020

Jeffrey R. Jurgens, Corporation Counsel 3/15/2020

Tara Henry, Legislative Assistant 3/17/2020

Recommended by:

Tim Gleason, City Manager

Attachments:

- PW 12B Agreement_Pipeline Rd - Division G - Transmission Main Rehabilitation_redacted
- PW 12C Map_Pipeline Rd - Division G - Transmission Main Rehabilitation

Farnsworth GROUP

AGREEMENT FOR PROFESSIONAL SERVICES
COST PLUS FIXED FEE

This Agreement is effective this _____ day of _____ in the year 2020, between Farnsworth Group, Inc., hereinafter referred to as FARNSWORTH GROUP, of 2709 McGraw Drive, Bloomington, Illinois, and the City of Bloomington, hereinafter referred to as CLIENT, of McLean County, Illinois.

By signing this Agreement, CLIENT retains FARNSWORTH GROUP to provide professional services in connection with "City of Bloomington Water Transmission Main Infrastructure Improvements – Division G", hereinafter referred to as PROJECT.

The scope of construction for the PROJECT consists of the rehabilitation or replacement of the 1929 - 24" cast iron water transmission main from the City of Bloomington's Ft. Jesse Ground Storage Facilities to the Division Street Ground Storage facilities. Approximate length of transmission main to be rehabilitated or replaced is 12,000 feet.

By this Agreement:

A. The scope of FARNSWORTH GROUP's services on the PROJECT and estimated schedule is as shown in the attached EXHIBIT A.

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

1. Method of Compensation: Cost Plus Fixed Fee

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

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

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

2. An amount equal to Direct Labor Costs plus overhead for the services of FARNSWORTH GROUP's personnel engaged directly on the PROJECT of **$386,152.96**, plus Reimbursable Expenses of **$24,100.00**, plus FARNSWORTH GROUP's Sub-Consultant's charges, if any, of **$15,000**, plus a Fixed Fee of **$61,537.94**. The total compensation for services shall be a Maximum Not-to-

Exceed amount of **$486,790.90** based on the Cost Estimate and Man-Hour Breakdown attached as Appendix 1.

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

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

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

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

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

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

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

10. Compensation for Reimbursable Expenses

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

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

authorized in advance by the CLIENT, Reimbursable Expenses will also include expenses incurred for the use of highly specialized equipment.

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

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

11. Other Provisions Concerning Payment

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

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

c. Compensation Amounts:

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

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

agreed to an increase in the compensation due FARNSWORTH GROUP or a reduction in the remaining services, then FARNSWORTH GROUP shall be paid for all services rendered hereunder.

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

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

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

Farnsworth Group, Inc.	City of Bloomington
FARNSWORTH GROUP	CLIENT
[redacted]	
Signature	Signature
Robert Kohlhase	
Typed Name	Typed Name
Principal	
Title	Title
2/21/20	
Date	Date
[redacted]	
Witness Signature (if required)	Witness Signature (if required)
Kevin Hannel, PE	
Typed Name	Typed Name
Engineering Manager	
Title	Title
2/21/20	
Date	Date
Shawn Maurer	
Principal Contact Typed Name	Principal Contact Typed Name
smaurer@f-w.com, (309) 663-8435	
Contact Information (e-mail, phone, etc.)	Contact Information (e-mail, phone, etc.)

This is **EXHIBIT A**, consisting of 6 pages, referred to in and part of the **Agreement between Professional Services** for the City of Bloomington Water Transmission Main Infrastructure Improvements – Division G.

Engineer's Services

Engineer shall provide Basic and Additional Services as set forth below.

PART 1 – BASIC SERVICES

A1.01 Design Verification Study and Report Phase – Previously completed *City of Bloomington, IL Preliminary Design Report, Water Transmission Main Infrastructure Planning, Division E – Flow and Pressure Control Improvements* dated March 2019.

A1.02 *Survey & Route Study*

A. Upon authorization from Owner, Engineer shall:

1. Conduct a kick-off meeting (**Meeting #1**). Project scope and schedule will be reviewed and discussed. Owner will provide to Engineer relevant project information such as water main drawings, record drawings, existing easement plats and agreements, and other relevant data.

2. Provide surveying and preliminary engineering services for the replacement or rehabilitation of the 1929 Cast Iron water transmission main between the Ft. Jesse Ground Storage Tanks and the Division Street Ground Storage Tanks. The work will generally consist of:

   a. Topographical survey and research

      1) Perform a topographical survey of the existing water transmission main route from the Ft. Jesse ground storage tanks to the Division Street ground storage tanks. Owner will provide utility location services and paint locations for the purposes of surveying.
      2) Perform a topographical survey of a potential alternative water transmission main route in the Sugar Creek ROW. Alternative route runs southwesterly from the Ft. Jesse ground storage tanks adjacent to the Pleasant Hill Subdivision.
      3) Owner will provide utility location services and paint locations for the purposes of surveying.
      4) Establish control points and benchmarks for project use.
      5) Solicit utility maps from JULIE identified utility providers.
      6) Create a project base map of the transmission main locations based on topographic survey data collected.
      7) Incorporate McLean County GIS property owner identification information on base map.
      8) Order title commitments for each identified property on which the existing transmission mains are located.
      9) Review the existing transmission main easements, provided by Owner.
      10) Identify encroachments on the existing transmission main easements.

3. Conduct a progress meeting to review the findings of the topographical survey and research **(Meeting #2)**.

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4. Anticipated schedule for *Survey & Route Study*

    a. Conduct Kick-Off Meeting (Meeting #1) within 14 days of purchase order receipt.

    b. Conduct Meeting #2 within 120 days of Meeting #1.

A1.03 *Preliminary Design Study*

A. Upon the completion of Meeting #1, Engineer shall commence with the following:

1. Provide preliminary engineering services for the replacement or rehabilitation of the 1929 Cast Iron water transmission main between the Ft. Jesse Ground Storage Tanks and the Division Street Ground Storage Tanks. The work will generally consist of:

    a. Evaluate the feasibility of four alternatives for study for the replacement or rehabilitation of the 1929 transmission main for this corridor.

        1) Rehabilitation of the transmission main in its existing location.
        2) Replacement of the transmission main in its existing location.
        3) Replacement of the transmission main in a new location.
        4) A combination of replacement and rehabilitation of the transmission main.

    b. Identify additional easements which may be required for construction.

    c. Identify and confirm permitting requirements for the following agencies:

        1) Town of Normal
        2) Bloomington and Normal Water Reclamation District (BNWRD)
        3) CUSD #5
        4) Union Pacific Railroad
        5) Illinois Department of Transportation
        6) Illinois Historical Preservation Agency
        7) Illinois Department of Natural Resources and Army Corps of Engineers. It is assumed by Engineer that the response will be "Permit Not Required".

    d. For each viable alternative, create Engineer's Opinion of Probable Cost for the purpose of budgetary planning.

    e. Create a summary type Preliminary Design Study report including a recommendation for Final Design. Deliver report electronically (PDF file) to the Owner for review and commentary.

2. Attend and participate in up to two workshops as directed and scheduled by Owner with the Town of Normal and/or Bloomington Normal Water Reclamation District for coordination of the project.

3. Conduct a progress meeting to review the Owner's commentary on the Preliminary Design Study **(Meeting #3)**.

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4. Update and revise the Preliminary Design Study per the Meeting #3 meeting conclusions and deliver to the Owner electronically (PDF file).

B. Engineer's services under the Preliminary Design Study will be considered complete upon delivery of the revised Preliminary Design Study.

C. Anticipated schedule for *Preliminary Design Study*:

1. Conduct Meeting #3 within 180 days of Meeting #1.

2. Submit Preliminary Design Study to Owner within 30 days of Meeting #3.

A1.04 *Final Design*

A. Upon the completion of Meeting #3, and at the direction of the Owner to proceed, Engineer shall commence with the following:

1. Prepare and submit a Project Plan and IEPA SRF Loan application on behalf of Owner. Owner shall provide necessary financial information and IEPA required background information as necessary for a full and complete submission.

2. Prepare bidding Drawings and Specifications in accordance with the Preliminary Design Study approach agreed upon with Owner.

3. Conduct investigative soil borings at selected locations for the use of prospective Bidders. An allowance for the investigative soil borings has been included in the fee estimate.

4. Prepare an opinion of probable Construction Cost.

5. Prepare up to ten easement plats for the construction of the Project. Owner shall be responsible for all easement negotiations, payments, and agreements.

6. Submit project documents and permitting applications for applicable permitting authorities identified in the Preliminary Design Study.

7. Attend and participate in up to two workshops as directed and scheduled by Owner with the Town of Normal and/or Bloomington Normal Water Reclamation District for coordination of the project.

8. Submit 75% Complete Final Bidding Documents to the Owner for review. Submittal to be two paper copies of all documents and electronic file (PDF).

9. Conduct a progress meeting to review the Final Design progress and the Owner's comments on the 75% Final Bidding documents **(Meeting #4)**.

10. Revise the bidding documents in accordance with conclusions from Meeting #4 and from permit reviews, as appropriate, within 30 days of Meeting #4. Submit two (2) final copies of the bidding documents in printed paper copy and one in electronic (PDF) form to the Owner.

11. Prepare and submit applicable permitting documents to the permitting agencies identified in the Survey & Route Study phase. Amend Final Bidding Documents as necessary per the permitting requirements.

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12. Perform or provide the following additional Final Design Phase tasks or deliverables:

    a. None.

B. Engineer's services under the Final Design Phase will be considered complete on the date when the Final Bidding Documents have been delivered to Owner.

C. *Anticipated schedule for* Survey & Route Study

1. Delivery of 75% Final Bidding Documents for Owner review within 100 days of authorization to proceed with the Final Design. Within 30 days of receipt, Owner shall submit to Engineer any comments and instructions for revisions.

2. Delivery of the Final Bidding Documents within 45 days of receipt of Owner's written comments on the 75% Final Bidding Documents and permitting authorities' comments.

D. The number of anticipated prime contracts for Work designed or specified by Engineer upon which the Engineer's compensation has been established under this Agreement is one (Phase G). If more prime contracts are awarded, Engineer shall be entitled to an equitable increase in its compensation under this Agreement.

A1.05 *Bidding or Negotiating Phase*

A. Not included.

A1.06 *Construction Phase*

A. Not included.

PART 2 – ADDITIONAL SERVICES

A2.01 *Additional Services Requiring Owner's Written Authorization*

A. If authorized in writing by Owner, Engineer shall furnish or obtain from others Additional Services of the types listed below once equitable increases in compensation or schedule have been addressed:

1. Preparation of applications and supporting documents (in addition to those furnished under Basic Services) for private or governmental grants, loans, or advances in connection with the Project; preparation or review of environmental assessments and impact statements; review and evaluation of the effects on the design requirements for the Project of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Project.

2. Services to make measured drawings of or to investigate existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by Owner or others.

3. Services resulting from significant changes in the scope, extent, or character of the portions of the Project designed or specified by Engineer or its design requirements including, but not limited to, changes in size, complexity, Owner's schedule, character of construction, or method of financing; and revising previously accepted studies, reports, Drawings, Specifications, or Contract Documents when such revisions are required by changes in

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Laws and Regulations enacted subsequent to the Effective Date or are due to any other causes beyond Engineer's control.

4. Services resulting from Owner's request to evaluate additional alternatives or revise the Scope of Services beyond those identified in Part 1 above.

5. Services required as a result of Owner's providing incomplete or incorrect Project information to Engineer.

6. Providing renderings or models for Owner's use.

7. Undertaking investigations and studies beyond those already completed including, but not limited to, detailed consideration of operations, maintenance, and overhead expenses; the preparation of financial feasibility and cash flow studies, rate schedules, and appraisals; assistance in obtaining financing for the Project; evaluating processes available for licensing, and assisting Owner in obtaining process licensing; detailed quantity surveys of materials, equipment, and labor; and audits or inventories required in connection with construction performed by Owner.

8. Furnishing services of Consultants for other than Basic Services.

9. Services attributable to more prime construction contracts than specified herein.

10. Services during out-of-town travel required of Engineer other than for visits to the Site or Owner's office.

11. Preparing for, coordinating with, participating in and responding to structured independent review processes, including, but not limited to, construction management, cost estimating, project peer review, value engineering, and constructability review requested by Owner; and performing or furnishing services required to revise studies, reports, Drawings, Specifications, or other Bidding Documents as a result of such review processes.

12. Preparing additional Bidding Documents or Contract Documents for alternate bids or prices requested by Owner for the Work or a portion thereof.

13. Assistance in connection with Bid protests, rebidding, or renegotiating contracts for construction, materials, equipment, or services.

14. Providing construction surveys and staking to enable Contractor to perform its work and any type of property surveys or related engineering services needed for the transfer of interests in real property; and providing other special field surveys.

15. Providing Construction Phase services beyond the original date for completion and readiness for final payment of Contractor.

16. Providing assistance in responding to the presence of any Constituent of Concern at the Site, in compliance with current Laws and Regulations.

17. Preparing Record Drawings showing appropriate record information based on Project annotated record documents received from Contractor and furnishing such Record Drawings to Owner.

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18. Preparation of operation and maintenance manuals.

19. Preparing to serve or serving as a consultant or witness for Owner in any litigation, arbitration, or other dispute resolution process related to the Project.

20. Providing more extensive services required to enable Engineer to issue notices or certifications requested by Owner.

21. Assistance in connection with the adjusting of Project equipment and systems.

22. Assistance to Owner in training Owner's staff to operate and maintain Project equipment and systems.

23. Assistance to Owner in developing procedures for (a) control of the operation and maintenance of Project equipment and systems, and (b) related record-keeping.

24. Overtime work requiring higher than regular rates.

25. Providing SCADA and Controls integration, programming, radio/telemetry path studies, and existing SCADA system evaluations. Providing SCADA and controls hardware, software, and licenses.

26. Undertaking hydraulic modeling of the Owner's facilities.

27. Undertaking hydraulic transient analysis of the Owner's facilities.

28. Other services performed or furnished by Engineer not otherwise provided for in this Agreement.

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PAYROLL ESCALATION TABLE
ANNIVERSARY RAISES
COST PLUS FIXED FEE

FIRM NAME	Farnsworth Group, Inc.	DATE	02/18/20
PRIME/SUPPLEMENT	Prime	PTB NO.	NA

CONTRACT TERM	12 MONTHS	OVERHEAD RATE	181.62%
START DATE	4/1/2020	COMPLEXITY FACTOR	
RAISE DATE	ANNIVERSARY	% OF RAISE	3.50%

ESCALATION PER YEAR

DETERMINE THE MID POINT OF THE AGREEMENT

6

CALCULATE THE ESCALATION FACTOR TO THE MIDPOINT OF THE CONTRACT

1.75%

The total escalation for this project would be: 1.75%

PREPARED BY THE CONSULTANT

PAYROLL RATES

FIRM NAME Farnsworth Group, Inc. **DATE** 02/18/20
PRIME/SUPPLEMENT Prime
PTB NO. NA

ESCALATION FACTOR 1.75%

CLASSIFICATION	CURRENT RATE	CALCULATED RATE
Principal/Vice President	$95.22	$96.89
Senior Engineering Manager/Senior Land Surveying Manager	$62.72	$63.82
Senior Technical Manager	$54.47	$55.42
Engineering Manager/Land Surveying Manager	$56.49	$57.48
Technical Manager	$54.01	$54.96
Design Manager/Government Affairs Manager	$50.22	$51.10
Senior Project Engineer/Senior Project Land Surveyor	$48.34	$49.19
Senior Project Designer/Systems Integration Manager	$51.97	$52.88
Project Engineer/Project Land Surveyor	$40.82	$41.53
Project Designer/Project Technician	$41.12	$41.84
Senior Engineer/Senior Land Surveyor	$39.89	$40.59
Senior Designer	$35.93	$36.56
Engineer/Land Surveyor	$37.74	$38.40
Designer/Computer Specialist/Lead Technician	$32.55	$33.12
Engineering Intern II	$32.63	$33.20
Chief Technician	$29.19	$29.70
Engineering Intern I	$27.53	$28.01
Administrative Support	$28.69	$29.19
Senior Technician	$24.63	$25.06
Technician II	$22.31	$22.70
Technician I	$17.14	$17.44
		$0.00
		$0.00
		$0.00
		$0.00
		$0.00
		$0.00
		$0.00
		$0.00
		$0.00

Subconsultants

FIRM NAME Farnsworth Group, Inc. **DATE** 02/18/20
PRIME/SUPPLEMENT Prime
PSB NO.

NAME	Direct Labor Total	Contribution to Prime Consultant
Geotechnical Borings	15,000.00	
Total	15,000.00	

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COST PLUS FIXED FEE
COST ESTIMATE OF CONSULTANT SERVICES

FIRM	**Farnsworth Group, Inc.**		**DATE** **02/18/20**
PTB	**NA**	**OVERHEAD RATE**	**1.8162**
PRIME/SUPPLEMENT	**Prime**	**COMPLEXITY FACTOR**	**0**

DBE DROP BOX	ITEM	MANHOURS (A)	PAYROLL (B)	OVERHEAD & FRINGE BENF (C)	IN-HOUSE DIRECT COSTS (D)	FIXED FEE (E)	Outside Direct Costs (F)	SERVICES BY OTHERS (G)	DBE TOTAL (H)	TOTAL (B-G)	% OF GRAND TOTAL
	Topo Survey	1276	38,690.36	70,269.42	16,500.00	18,818.97				144,278.75	29.64%
	Prop. Survey & Research	264	11,280.70	20,488.00	7,100.00	5,830.30				44,699.00	9.18%
	Route Study	360	17,176.21	31,195.44		7,255.75				55,627.40	11.43%
	Final Design	860	33,368.51	60,603.88	500.00	14,170.86	15,000.00			123,643.24	25.40%
	Easements	184	7,131.13	12,951.56		3,012.40				23,095.09	4.74%
	Permitting	244	9,919.69	18,016.14		4,190.37				32,126.20	6.60%
	Specifications & Bid Docs	232	9,153.88	16,625.27		3,866.87				29,646.02	6.09%
	IEPA Loan App & Plan	262	10,397.97	18,884.80		4,392.42				33,675.19	6.92%
	Subconsultant DL					0.00				0.00	0.00%
	TOTALS	3682	137,118.44	249,034.52	24,100.00	61,537.94	15,000.00	0.00	0.00	**486,790.90**	100.00%

DBE 0.00%

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AVERAGE HOURLY PROJECT RATES

FIRM Farnsworth Group, Inc.
PTB NA
PRIME/SUPPLEMENT Prime

DATE 02/18/20

SHEET 1 OF 5

PAYROLL CLASSIFICATION	AVG HOURLY RATES	TOTAL PROJECT RATES			Topo Survey			Prop. Survey & Research			Route Study			Final Design			Easements		
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg
Principal/Vice President	96.89	94	2.55%	2.47				8	3.03%	2.94	30	8.33%	8.07	20	2.33%	2.25			
Senior Engineering Manager/Senior Land Surveying Manager	63.82	118	3.20%	2.05	16	1.25%	0.80	16	6.06%	3.87	30	8.33%	5.32	20	2.33%	1.48	24	13.04%	8.32
Senior Technical Manager	55.42	0																	
Engineering Manager/Land Surveying Manager	57.48	100	2.72%	1.56	40	3.13%	1.80	20	7.58%	4.35				40	4.65%	2.67			
Technical Manager	54.96	0																	
Design Manager/Government Affairs Manager	51.10	0																	
Senior Project Engineer/Senior Project Land Surveyor	49.19	520	14.12%	6.95				80	30.30%	14.90	120	33.33%	16.40	160	18.60%	9.15	40	21.74%	10.69
Senior Project Designer/Systems Integration Manager	52.88	60	1.63%	0.86	60	4.70%	2.49												
Project Engineer/Project Land Surveyor	41.53	0																	
Project Designer/Project Technician	41.84	0																	
Senior Engineer/Senior Land Surveyor	40.59	0																	
Senior Designer	36.56	280	7.60%	2.78	80	6.27%	2.29				80	22.22%	8.12	120	13.95%	5.10			
Engineer/Land Surveyor	38.40	420	11.41%	4.38	80	6.27%	2.41	60	22.73%	8.73	40	11.11%	4.27	40	4.65%	1.79	40	21.74%	8.35
Designer/Computer Specialist/Lead Technician	33.12	120	3.26%	1.08										120	13.95%	4.62			
Engineering Intern II	33.20	520	14.12%	4.69							60	16.67%	5.53	160	18.60%	6.18			
Chief Technician	29.70	660	17.93%	5.32	500	39.18%	11.64	40	15.15%	4.50				80	9.30%	2.76	40	21.74%	6.46
Engineering Intern I	28.01	0																	
Administrative Support	29.19	130	3.53%	1.03										20	2.33%	0.68			
Senior Technician	25.06	0																	
Technician II	22.70	660	17.93%	4.07	500	39.18%	8.90	40	15.15%	3.44				80	9.30%	2.11	40	21.74%	4.93
Technician I	17.44	0																	
		0																	
		0																	
		0																	
		0																	
		0																	
		0																	
		0																	
		0																	
		0																	
TOTALS		3682	100%	$37.24	1276	100%	$30.32	264	100%	$42.73	360	100%	$47.71	860	100%	$38.80	184	100%	$38.76

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AVERAGE HOURLY PROJECT RATES

FIRM Farnsworth Group, Inc.
PTB NA
PRIME/SUPPLEMENT Prime

DATE 02/18/20

SHEET 2 **OF** 5

PAYROLL CLASSIFICATION	AVG HOURLY RATES	Permitting Hours	% Part.	Wgtd Avg	Specifications & Bid Docs Hours	% Part.	Wgtd Avg	IEPA Loan App & Plan Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg
Principal/Vice President	96.89	12	4.92%	4.76	12	5.17%	5.01	12	4.58%	4.44									
Senior Engineering Manager/Senior Land Surveying Manager	63.82	12	4.92%	3.14															
Senior Technical Manager	55.42																		
Engineering Manager/Land Surveying Manager	57.48																		
Technical Manager	54.96																		
Design Manager/Government Affairs Manager	51.10																		
Senior Project Engineer/Senior Project Land Surveyor	49.19	40	16.39%	8.06	40	17.24%	8.48	40	15.27%	7.51									
Senior Project Designer/Systems Integration Manager	52.88																		
Project Engineer/Project Land Surveyor	41.53																		
Project Designer/Project Technician	41.84																		
Senior Engineer/Senior Land Surveyor	40.59																		
Senior Designer	36.56																		
Engineer/Land Surveyor	38.40	40	16.39%	6.30	40	17.24%	6.62	80	30.53%	11.73									
Designer/Computer Specialist/Lead Technician	33.12																		
Engineering Intern II	33.20	100	40.98%	13.61	100	43.10%	14.31	100	38.17%	12.67									
Chief Technician	29.70																		
Engineering Intern I	28.01																		
Administrative Support	29.19	40	16.39%	4.79	40	17.24%	5.03	30	11.45%	3.34									
Senior Technician	25.06																		
Technician II	22.70																		
Technician I	17.44																		
TOTALS		244	100%	$40.65	232	100%	$39.46	262	100%	$39.69	0	0%	$0.00	0	0%	$0.00	0	0%	$0.00

PREPARED BY THE CONSULTANT

Illinois Department of Transportation

Direct Costs Check Sheet

COMPANY NAME: Farnsworh Group, Inc.
PTB NUMBER: City of Bloomington, Division E Design
TODAY'S DATE: 2/18/2020

ITEM	ALLOWABLE	UTILIZE W.O. ONLY	QUANTITY J.S. ONLY	CONTRACT RATE	TOTAL
Per Diem (per GOVERNOR'S TRAVEL CONTROL BOARD)	Up to state rate maximum			$0.00	$0 00
Lodging (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual cost (Up to state rate maximum)			$0 00	$0 00
Lodging Taxes and Fees (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual cost			$0.00	$0 00
Air Fare	Coach rate, actual cost, requires minimum two weeks' notice, with prior IDOT approval			$0.00	$0 00
Vehicle Mileage (per GOVERNOR'S TRAVEL CONTROL BOARD)	Up to state rate maximum			$0.00	$0 00
Vehicle Owned or Leased	$32 50/half day (4 hours or less) or $65/full day	X	160	$65.00	$10,400 00
Vehicle Rental	Actual cost (Up to $55/day)			$0.00	$0 00
Tolls	Actual cost			$0.00	$0 00
Parking	Actual cost			$0.00	$0 00
Overtime	Premium portion (Submit supporting documentation)			$0.00	$0 00
Shift Differential	Actual cost (Based on firm's policy)			$0.00	$0 00
Overnight Delivery/Postage/Courier Service	Actual cost (Submit supporting documentation)			$0.00	$0 00
Copies of Deliverables/Mylars (In-house)	Actual cost (Submit supporting documentation)			$0.00	$0 00
Copies of Deliverables/Mylars (Outside)	Actual cost (Submit supporting documentation)	X	500	$1.00	$500 00
Project Specific Insurance	Actual cost			$0.00	$0 00
Monuments (Permanent)	Actual cost			$0.00	$0 00
Photo Processing	Actual cost			$0.00	$0 00
2-Way Radio (Survey or Phase III Only)	Actual cost			$0.00	$0 00
Telephone Usage (Traffic System Monitoring Only)	Actual cost			$0.00	$0 00
CADD	Actual cost (Max $15/hour)	X		$15.00	$0 00
Web Site	Actual cost (Submit supporting documentation)			$0.00	$0 00
Adver isements	Actual cost (Submit supporting documentation)			$0.00	$0 00
Public Meeting Facility Rental	Actual cost (Submit supporting documentation)			$0.00	$0 00
Public Meeting Exhibits/Renderings & Equipment	Actual cost (Submit supporting documentation)			$0.00	$0 00
Recording Fees	Actual cost			$0.00	$0 00
Transcriptions (specific to project)	Actual cost			$0.00	$0 00
Courthouse Fees	Actual cost			$0.00	$0 00
Storm Sewer Cleaning and Televising	Actual cost (Requires 2-3 quotes with IDOT approval)			$0.00	$0 00
Traffic Control and Protection	Actual cost (Requires 2-3 quotes with IDOT approval)			$0.00	$0 00
Aerial Photography and Mapping	Actual cost (Requires 2-3 quotes with IDOT approval)			$0.00	$0 00
Utility Exploratory Trenching	Actual cost (Requires 2-3 quotes with IDOT approval)			$0.00	$0 00
Testing of Soil Samples*	Actual cost			$0.00	$0 00
Lab Services*	Actual cost (Provide breakdown of each cost)			$0.00	$0 00
Equipment and/or Specialized Equipment Rental*	Actual cost (Requires 2-3 quotes with IDOT approval)			$0.00	$0 00
Robotic Total Sta ion	$22/hr/Unit	X	400	$22.00	$8,800 00
GPS Equipment	$22/hr/Unit	X	200	$22.00	$4,400 00
Misc. Expenses	Lump Sum			$1.00	$0 00
				$0.00	$0 00
				$0.00	$0 00
				$0.00	$0 00
				$0.00	$0 00
				$0.00	$0 00
				$0.00	$0 00
				$0.00	$0 00
TOTAL DIRECT COST					**$24,100.00**

**If other allowable costs are needed and not listed, please add in the above spaces provided.*

LEGEND
W.O. = Work Order
J.S. = Job Specific

Farnsworth GROUP

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

Date: February 2020
Client: City of Bloomington

Project: Water Transmission Main Division G

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

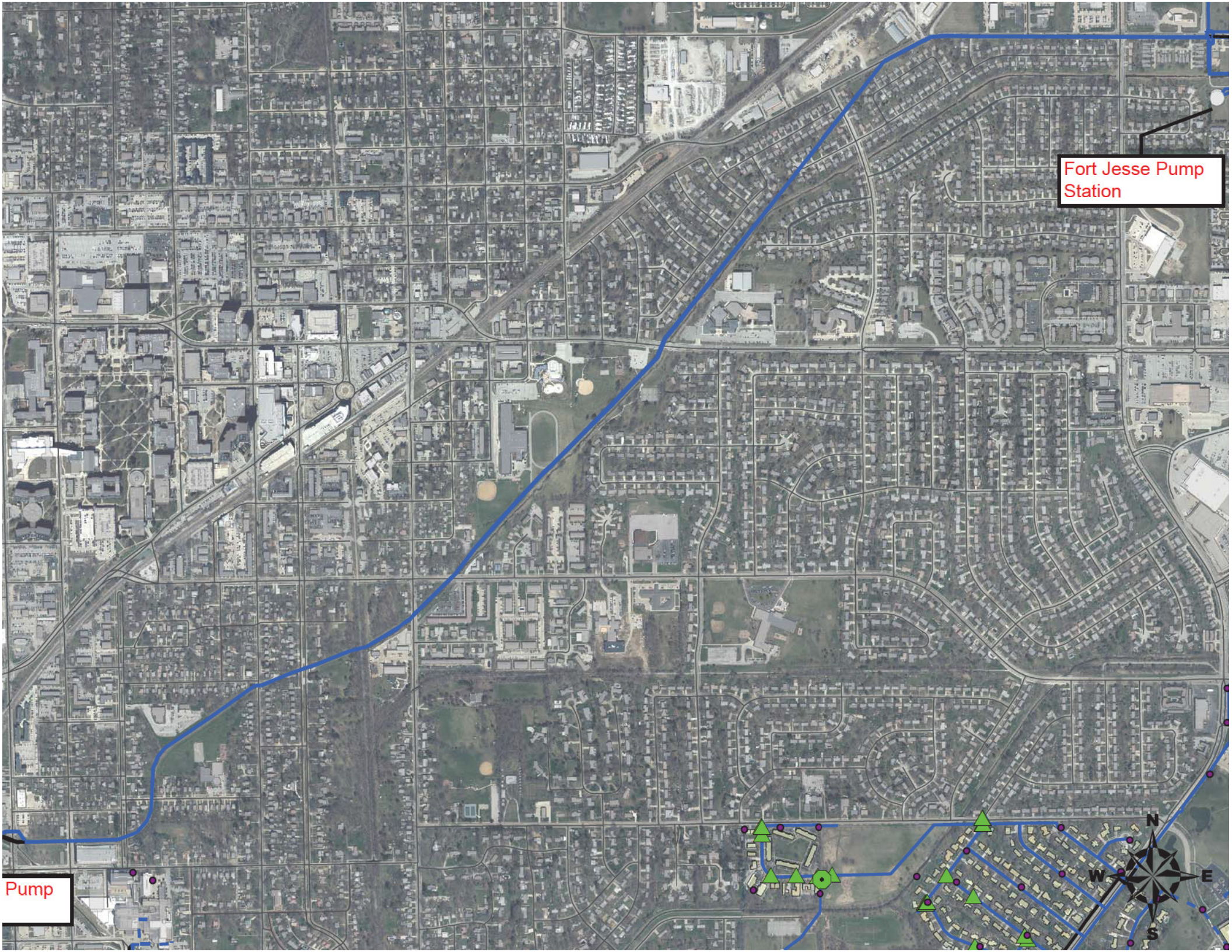
Authority and Responsibility: CLIENT agrees that FARNSWORTH GROUP and/or any subcontractor shall not guarantee the work of any Construction Contractor or Construction Subcontractor, shall have no authority to stop work, shall have no supervision or control as to the work or persons doing the work, shall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

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

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

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

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


Fort Jesse Pump Station
Pump
N
W
E
S

CONSENT AGENDA ITEM NO. 7.H

FOR COUNCIL: March 26, 2020

SPONSOR: Public Works Department

WARD IMPACTED: Ward 5

SUBJECT: Consideration and action to approve a Highway Authority Agreement at 1102 North Hershey Road, 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 5c. Incorporation of "Green Sustainable" concepts into City's development and plans
-Objective 2b. Quality water for the long term

BACKGROUND: Public Works is recommending the approval of a Highway Authority Agreement for a Corrective Action Plan that has been developed for a site that was reported to the Illinois Environmental Protection Agency (IEPA) for having the potential for underground contamination. The site, located at 1102 North Hershey Road (below), is owned by Chandni Properties, LLC.

Chandni Properties chose CWM Company (CWM) to address the contamination issue. Multiple soil borings and monitoring wells were used to fully delineate the contamination area. Once the soil and groundwater contamination plumes were fully delineated, CWM approached the City to request a Highway Authority Agreement that prohibits the installation of potable water wells for the right-of-way adjacent to the south and east. The scope of CWM's work also included placing a hold on the title to the property that would prevent installation of potable water wells on the property.

CWM provided a model groundwater ordinance that is currently being accepted by the IEPA as a valid institutional control. CWM has requested this Agreement be passed by the City. The IEPA requests that municipalities pass location-specific agreements to further ensure public safety. This is in addition to the fact that the City prohibits potable water wells. The passage of the agreement will also allow Chandni Properties, LLC, to obtain 'No Further Remediation' letter from the IEPA, which will allow them to market their property for commercial purposes only.

The City has approved similar agreements for other contaminated locations in the past. There is a City water main adjacent to the affected properties and a well would not be permitted in this vicinity regardless of this action. Therefore, this action presents no practical change to the property's ability to access potable water.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: N/A

COMMUNITY DEVELOPMENT IMPACT: N/A

Respectfully submitted for Council consideration.

Prepared by: Dominic Kallas, Engineer

Reviewed by:

Kevin Kothe, City Engineer 3/10/2020

Chris Tomerlin, Budget Manager 3/12/2020

Jeffrey R. Jurgens, Corporation Counsel 3/18/2020

Tara Henry, Legislative Assistant 3/19/2020

Recommended by:

Tim Gleason, City Manager

Attachments:

- PW 14B Highway Authority Agreement for 1102 N. Hershey Road
- PW 14C Letter_Highway Authority Agreement for 1102 N. Hershey Road_redacted

Illinois Environmental Protection Agency

Bureau of Land • 1021 N. Grand Avenue E. • P.O. Box 19276 • Springfield • Illinois • 62794-9276

HIGHWAY AUTHORITY AGREEMENT

This Agreement is entered into this ____ day of _____ , 20___ pursuant to 35 Ill. Adm. Code 742.1020 by and between the (1) Chandni Properties, LLC ("Property Owner") [*or, in the case of a petroleum leaking underground storage tank (UST), the owner/operator of the tank ("Owner/Operator")*] and (2) City of Bloomington [*Name of Entity in Control of the Right-of-Way*] ("Highway Authority"), collectively known as the "Parties."

[*Use this paragraph for sites with petroleum leaking underground storage tank(s)*]
WHEREAS, Chandni Properties, LLC is the owner or operator of one or more leaking underground storage tanks presently or formerly located at 1102 North Hershey Road ("the Site");

[*Use this paragraph for sites that do not have petroleum leaking USTs*]
WHEREAS, _____ is the owner of the property located at _____ ("the Site");

WHEREAS, as a result of one or more releases of contaminants from the above referenced USTs ("the Release(s)"), soil and/or groundwater contamination at the Site exceeds the Tier 1 residential remediation objectives of 35 Ill. Adm. Code 742;

WHEREAS, the soil and/or groundwater contamination exceeding Tier 1 residential remediation objectives extends or may extend into the Highway Authority's right-of-way;

WHEREAS, the Owner/Operator or Property Owner is conducting corrective action in response to the Release(s);

WHEREAS, the Parties desire to prevent groundwater beneath the Highway Authority's right-of-way that exceeds Tier 1 remediation objectives from use as a supply of potable or domestic water and to limit access to soil within the right-of-way that exceeds Tier 1 residential remediation objectives so that human health and the environment are protected during and after any access;

NOW, THEREFORE, the Parties agree as follows:

1. The recitals set forth above are incorporated by reference as if fully set forth herein.

2. [*Use this paragraph if IEMA has issued an incident number*] The Illinois Emergency Management Agency has assigned incident number(s) 2015-0257 to the Release(s).

3. Attached as Exhibit A is a scaled map(s) prepared by the Owner/Operator that shows the Site and surrounding area and delineates the current and estimated future extent of soil and groundwater contamination above the applicable Tier 1 residential remediation objectives as a result of the Release(s). [*Use the following sentence if either soil or groundwater is not contaminated above applicable Tier 1 residential remediation objectives*: _____ is not contaminated above the applicable Tier 1 residential remediation objectives.]

4. Attached as Exhibit B is a table(s) prepared by the Owner/Operator that lists each contaminant of concern that exceeds its Tier 1 residential remediation objective, its Tier 1 residential remediation objective and its concentrations within the zone where Tier 1 residential remediation objectives are exceeded. The locations of the concentrations listed in Exhibit B are identified on the map(s) in Exhibit A.

5. Attached as Exhibit C is a scaled map prepared by the Owner/Operator showing the area of the Highway Authority's right-of-way that is governed by this agreement ("Right-of-Way"). Because Exhibit C is not a surveyed plat, the Right-of-Way boundary may be an approximation of the actual Right-of-Way lines.

6. [*Use this paragraph if samples have not been collected within the Right-of-Way, sampling within the Right-of-Way is not practical, and contamination does not extend beyond the Right-of-Way.*] Because the collection of samples within the Right-of-Way is not practical, the Parties stipulate that, based on modeling, soil and groundwater contamination exceeding Tier 1 residential remediation objectives does not and will not extend beyond the boundaries of the Right-of- Way.

7. The Highway Authority stipulates it has jurisdiction over the Right-of-Way that gives it sole control over the use of the groundwater and access to the soil located within or beneath the Right-of-Way.

8. The Highway Authority agrees to prohibit within the Right-of-Way all potable and domestic uses of groundwater exceeding Tier 1 residential remediation objectives.

9. The Highway Authority further agrees to limit access by itself and others to soil within the Right-of-Way exceeding Tier 1 residential remediation objectives. Access shall be allowed only if human health (including worker safety) and the environment are protected during and after any access. The Highway Authority may construct, reconstruct, improve, repair, maintain and operate a highway upon the Right-of-Way, or allow others to do the same by permit. In addition, the Highway Authority and others using or working in the Right-of-Way under permit have the right to remove soil or groundwater from the Right-of-Way and dispose of the same in accordance with applicable environmental laws and regulations. The Highway Authority agrees to issue all permits for work in the Right-of-Way, and make all existing permits for work in the Right-of-Way, subject to the following or a substantially similar condition:

As a condition of this permit the permittee shall request the office issuing this permit to identify sites in the Right-of-Way where a Highway Authority Agreement governs access to soil that exceeds the Tier 1 residential remediation objectives of 35 Ill. Adm. Code 742. The permittee shall take all measures necessary to protect human health (including worker safety) and the environment during and after any access to such soil.

10. This agreement shall be referenced in the Agency's no further remediation determination issued for the Release(s).

11. The Agency shall be notified of any transfer of jurisdiction over the Right-of-Way at least 30 days prior to the date the transfer takes effect. This agreement shall be null and void upon the transfer unless the transferee agrees to be bound by this agreement as if the transferee were an original party to this agreement. The transferee's agreement to be bound by the terms of this agreement shall be memorialized at the time of transfer in a writing ("Rider") that references this Highway Authority Agreement and is signed by the Highway Authority, or subsequent transferor, and the transferee.

12. This agreement shall become effective on the date the Agency issues a no further remediation determination for the Release(s). It shall remain effective until the Right-of-Way is demonstrated to be suitable for unrestricted use and the Agency issues a new no further remediation determination to reflect there is no longer a need for this agreement, or until the agreement is otherwise terminated or voided.

13. In addition to any other remedies that may be available, the Agency may bring suit to enforce the terms of this agreement or may, in its sole discretion, declare this agreement null and void if any of the Parties or any transferee violates any term of this agreement. The Parties or transferee shall be notified in writing of any such declaration.

14. This agreement shall be null and void if a court of competent jurisdiction strikes down any part or provision of the agreement.

15. This agreement supersedes any prior written or oral agreements or understandings between the Parties on the subject matter addressed herein. It may be altered, modified or amended only upon the written consent and agreement of the Parties.

16. Any notices or other correspondence regarding this agreement shall be sent to the Parties at following addresses:

Manager, Division of Remediation Management
Bureau of Land
Illinois Environmental Protection Agency
P.O. Box 19276
Springfield, IL 62974-9276

City of Bloomington
(Contact at Highway Authority)

Address 109 E. Olive Street

City Bloomington

State Illinois

Zip Code 61701

Property Owner or Owner/Operator

Name Chandni Properties, LLC

Address 175 Remington Blvd

City Bolingbrook

State Illinois

Zip Code 60440

IN WITNESS WHEREOF, the Parties have caused this agreement to be signed by their duly authorized representatives.

[NAME OF LOCAL GOVERNMENT]

Date: _____ By: _____

Its: _____

Property Owner or Owner/Operator

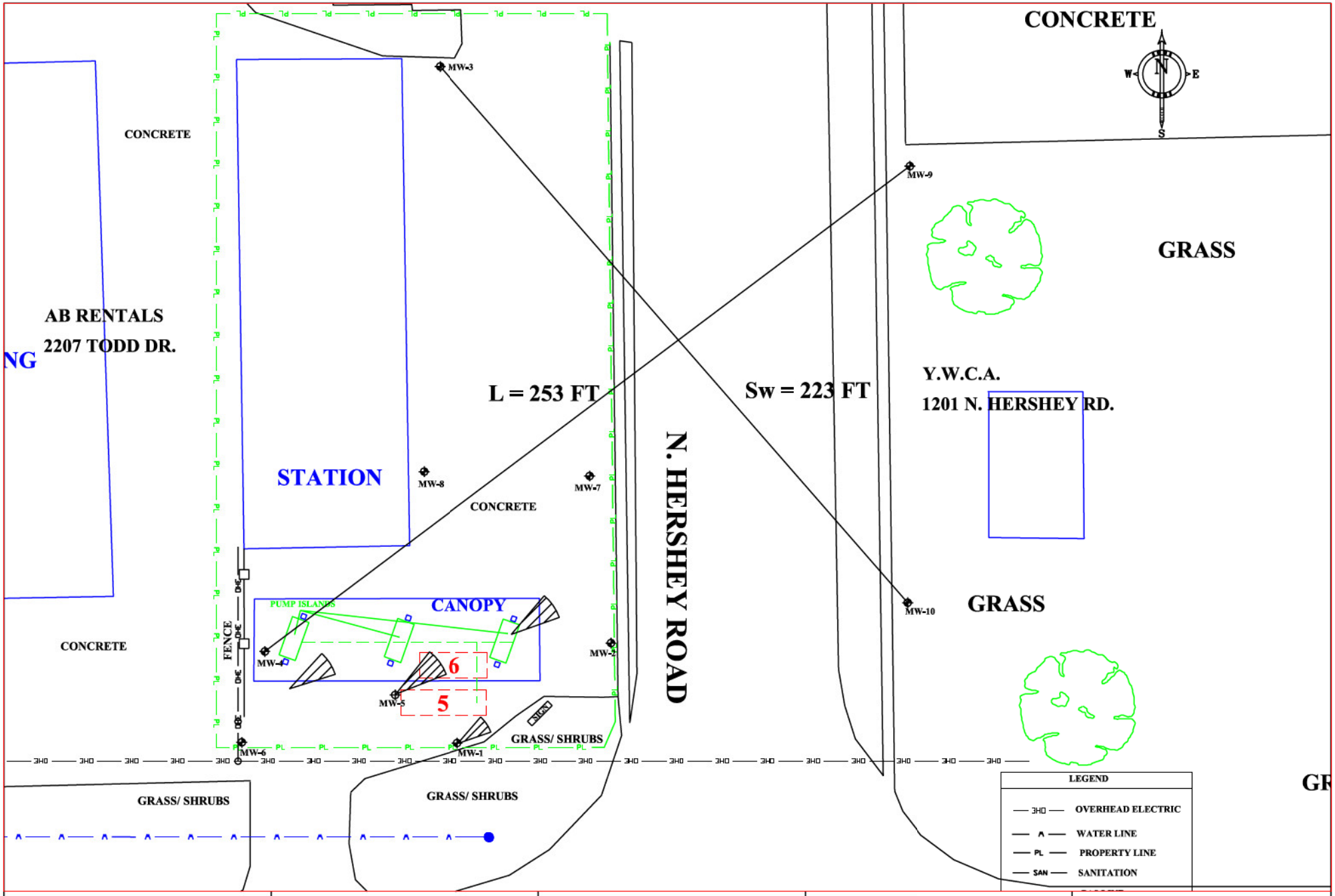
Date: _____ By: _____

Title

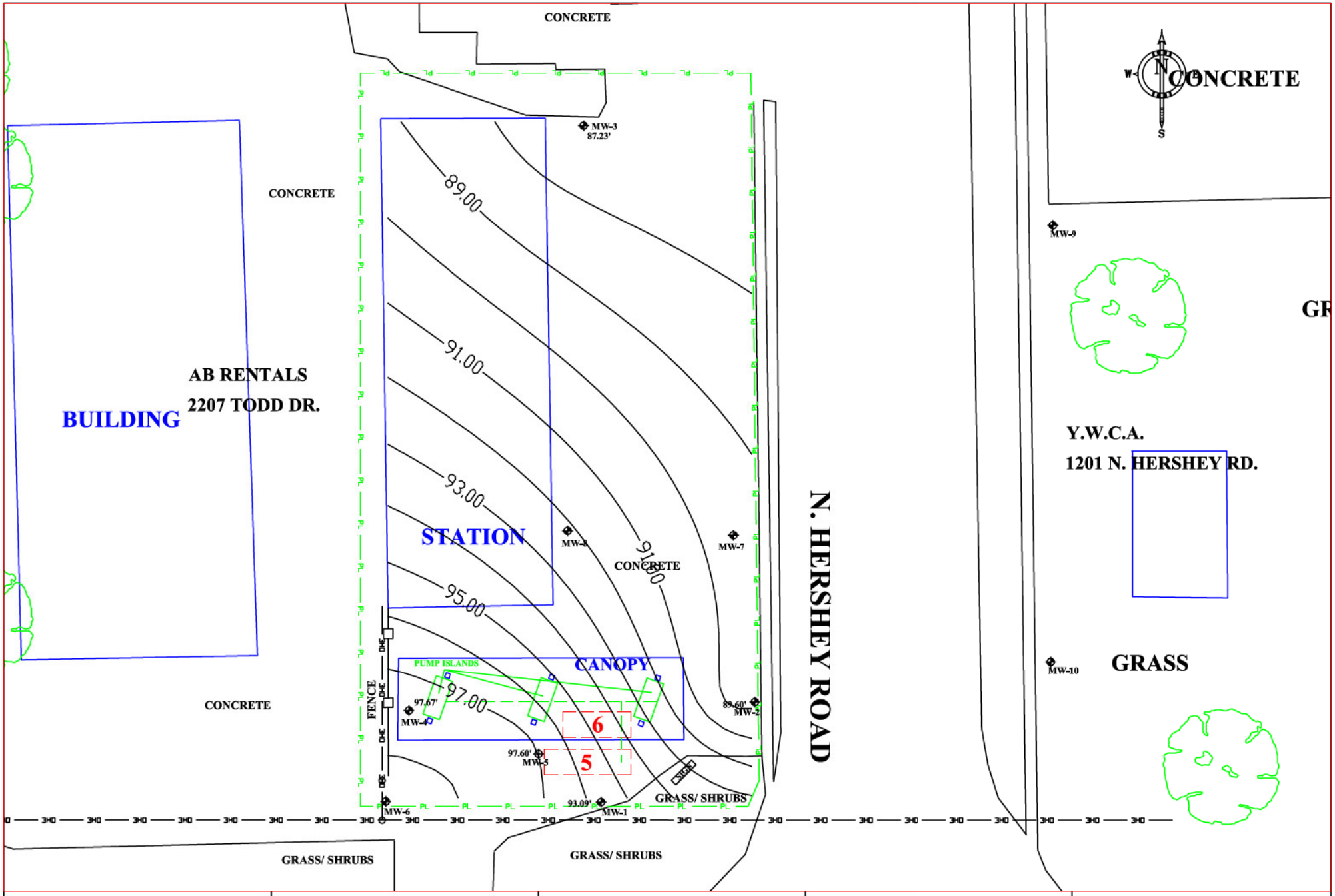
EXHIBIT A

ESTIMATED SOIL IMPACT INTO RIGHT-OF-WAY

CFMI, INC.
BLOOMINGTON, ILLINOIS



CW M COMPANY, INC. 701 W. SOUTH GRAND SPRINGFIELD, IL. 62704 (217) 522-8001	CFMI, INC. BLOOMINGTON, ILLINOIS INCIDENT #2015-0257 McLEAN COUNTY	TACO PARAMETERS AND MODELING MAP	DATE: 8/30/18 REVISED DATE: SCALE 1"=40' DRAWING: 0011	DRAWN BY: MJS REVISED BY: REVIEWED BY: CLR TACO.DWG



CW[M] COMPANY, INC. 701 W. SOUTH GRAND SPRINGFIELD, IL. 62704 (217) 522-8001	CFMI, INC. BLOOMINGTON, ILLINOIS INCIDENT #2015-0257 McLEAN COUNTY	GROUNDWATER FLOW MAP (AUGUST 2015)	DATE: 9/21/15 REVISED DATE: SCALE 1"=40' DRAWING: 0006A	DRAWN BY: MJS REVISED BY: REVIEWED BY: CLR GW0815.DWG

EXHIBIT B

HIGHWAY AUTHORITY AGREEMENT
LAB TABLES

CFMI, INC.
BLOOMINGTON, ILLINOIS

CFMI, Inc.
Site Assessment Data

Early Action

	Location		1	2	3	4	5	6	7
	Date		5/11/2015	5/11/2015	5/11/2015	5/12/2015	5/11/2015	5/11/2015	5/11/2015
	Depth		7'	7'	12'	12'	7'	7'	7'
Parameter	Tier 1 CUO	Tier 2 CUO							
Benzene	**0.03**	**0.03**	**0.687**	**6.03**	**1.29**	**0.209**	**0.794**	ND	**0.038**
Ethylbenzene	**13.0**	**13.0**	0.276	5.	1.66	0.184	0.302	0.082	ND
Toluene	**12.0**	**12.0**	1.09	**19.2**	0.123	0.137	0.836	0.209	ND
Total Xylenes	**5.6**	**5.6**	1.74	**32.1**	**11.2**	1.84	3.83	**22.2**	ND
MTBE	**0.32**	**0.32**	0.079	ND	ND	ND	ND	ND	ND
Exceeds Tier 1 COUs									
Exceeds Tier 2 COUs									
values in mg/kg									

CFMI, Inc.
Site Assessment Data

Early Action

	Location		8	9	10	11	12	13	14	15
	Date		5/11/2015	5/11/2015	5/11/2015	5/19/2015	5/19/2015	5/19/2015	5/19/2015	5/19/2015
	Depth		7'	12'	12'	3'	3'	3'	3'	3'
Parameter	**Tier 1 CUO**	**Tier 2 CUO**								
Benzene	**0.03**	**0.03**	**0.21**	**0.034**	**0.315**	**1.71**	**8.82**	**0.439**	**3.8**	**2.11**
Ethylbenzene	**13.0**	**13.0**	0.815	0.084	2.03	6.36	**75.8**	0.156	1.79	2.05
Toluene	**12.0**	**12.0**	ND	ND	3.51	**16.3**	**217.**	0.219	0.668	0.45
Total Xylenes	**5.6**	**5.6**	4.19	0.517	**20.1**	**103.**	**613.**	1.74	**12.3**	**9.15**
MTBE	**0.32**	**0.32**	ND	ND	ND	ND	ND	ND	ND	ND
Exceeds Tier 1 COUs										
Exceeds Tier 2 COUs										
values in mg/kg										

CFMI, Inc.
Site Assessment Data

Stage 1 Soil

	Location	MW-1	MW-1	MW-2
	Date	7/28/2015	7/28/2015	7/28/2015
	Depth	2.5	7.5	2.5
Parameter	Tier 1 CUO			
Benzene	0.03	0.043	1.57	ND
Ethylbenzene	13.0	0.276	0.211	ND
Toluene	12.0	1.09	0.564	ND
Total Xylenes	5.6	0.128	0.785	ND
MTBE	0.32	0.079	ND	ND
Exceeds Tier 1 COUs				
values in mg/kg				

CFMI, Inc.
Site Assessment Data

Stage 1 Soil

	Location	MW-2	MW-3	MW-3	MW-4	MW-4	SB-1	SB-1	SB-2	SB-2
	Date	7/28/2015	7/28/2015	7/28/2015	7/28/2015	7/28/2015	7/28/2015	7/28/2015	7/28/2015	7/28/2015
	Depth	7.5	2.5	7.5	2.5	7.5	2.5	7.5	2.5	7.5
Parameter	Tier 1 CUO									
Benzene	**0.03**	**8.19**	ND	ND	**1.22**	**0.356**	**0.203**	**5.94**	**7.22**	**5.63**
Ethylbenzene	**13.0**	4.12	ND	ND	1.02	4.59	ND	2.4	6.58	4.88
Toluene	**12.0**	4.07	ND	ND	ND	1.3	ND	**15.8**	11.1	**15.5**
Total Xylenes	**5.6**	**10.6**	ND	ND	4.19	**21.4**	0.109	**13.4**	**34.5**	**26.8**
MTBE	**0.32**	0.085	ND	ND	ND	ND	ND	ND	ND	ND
Exceeds Tier 1 COUs										
values in mg/kg										

CFMI, Inc.
Site Assessment Data

Stage 1 Soil

	Location	SB-3	SB-3	SB-4	SB-4	SB-5	SB-5	SB-6	SB-6
	Date	7/28/2015	7/28/2015	7/28/2015	7/28/2015	7/28/2015	7/28/2015	7/28/2015	7/28/2015
	Depth	2.5	7.5	2.5	7.5	2.5	7.5	2.5	7.5
Parameter	Tier 1 CUO								
Benzene	**0.03**	ND	ND	**0.048**	**1.93**	**0.548**	**10.1**	ND	**6.05**
Ethylbenzene	**13.0**	ND	ND	ND	6.79	0.058	0.175	ND	0.218
Toluene	**12.0**	ND	ND	ND	7.75	ND	ND	ND	0.131
Total Xylenes	**5.6**	ND	ND	0.113	**30.8**	0.475	ND	ND	0.966
MTBE	**0.32**	ND	ND	ND	ND	ND	ND	ND	ND
Exceeds Tier 1 COUs									
values in mg/kg									

CFMI, Inc.
Site Assessment Data

Stage 1 Groundwater

	Location	MW-1	MW-2	MW-3	MW-4	MW-5
	Date	8/5/2015	8/5/2015	8/27/2015	8/27/2015	8/27/2015
Parameter	Class I CUO					
Benzene	**0.005**	**1.67**	**11.7**	ND	**0.335**	**0.01**
Ethylbenzene	**0.7**	0.506	0.478	0.002	0.253	0.003
Toluene	**1.0**	0.013	0.008	ND	0.128	ND
Total Xylenes	**10.0**	0.142	1.11	0.004	0.946	ND
MTBE	**0.07**	0.001	0.02	ND	ND	ND
Exceeds Tier 1 Class I COUs						
values in mg/L						

CFMI, Inc.
Site Assessment Data

Stage 2 Soil

	Location	MW-6	MW-6	MW-7
	Date	5/11/2016	5/11/2016	5/11/2016
	Depth	2.5	7.5	2.5
Parameter	Tier 1 CUO			
Benzene	0.03	ND	ND	ND
Ethylbenzene	13.0	ND	ND	ND
Toluene	12.0	ND	ND	ND
Total Xylenes	5.6	ND	ND	ND
MTBE	0.32	ND	ND	ND
Exceeds Tier 1 COUs				
values in mg/kg				

CFMI, Inc.
Site Assessment Data

Stage 2 Soil

	Location	MW-7	MW-8	MW-8
	Date	5/11/2016	5/11/2016	5/11/2016
	Depth	7.5	2.5	7.5
Parameter	Tier 1 CUO			
Benzene	0.03	ND	ND	ND
Ethylbenzene	13.0	ND	ND	ND
Toluene	12.0	ND	ND	ND
Total Xylenes	5.6	ND	ND	ND
MTBE	0.32	ND	ND	ND
Exceeds Tier 1 COUs				
values in mg/kg				

CFMI, Inc.
Site Assessment Data

Stage 2 Groundwater

	Location	MW-6	MW-7	MW-8
	Date	6/6/2016	6/6/2016	6/6/2016
Parameter	Class I CUO			
Benzene	**0.005**	ND	ND	ND
Ethylbenzene	**0.7**	0.005	0.001	0.012
Toluene	**1.0**	0.017	0.001	0.117
Total Xylenes	**10.0**	0.014	0.014	0.059
MTBE	**0.07**	ND	0.002	ND
Exceeds Tier 1 Class I COUs				
values in mg/L				

CFMI, Inc.
Site Assessment Data

Stage 3 Soil

	Location	MW-9A	MW-9B	MW-10A
	Date	7/26/2017	7/26/2017	7/26/2017
	Depth	2.5	7.5	2.5
Parameter	Tier 1 CUO			
Benzene	0.03	ND	ND	ND
Ethylbenzene	13.0	ND	ND	ND
Toluene	12.0	ND	ND	ND
Total Xylenes	5.6	ND	ND	ND
MTBE	0.32	ND	ND	ND
Exceeds Tier 1 COUs				
values in mg/kg				

CFMI, Inc.
Site Assessment Data

Stage 3 Soil

	Location	MW-10B	MW-11A	MW-11B
	Date	7/26/2017	7/26/2017	7/26/2017
	Depth	7.5	2.5	7.5
Parameter	Tier 1 CUO			
Benzene	0.03	ND	ND	ND
Ethylbenzene	13.0	ND	ND	ND
Toluene	12.0	ND	ND	ND
Total Xylenes	5.6	ND	ND	ND
MTBE	0.32	ND	ND	ND
Exceeds Tier 1 COUs				
values in mg/kg				

CFMI, Inc.
Site Assessment Data

Stage 3 Groundwater

	Location	MW-9	MW-10	MW-11
	Date	8/17/2017	8/17/2017	8/17/2017
Parameter	Class I CUO			
Benzene	**0.005**	ND	ND	ND
Ethylbenzene	**0.7**	ND	ND	ND
Toluene	**1.0**	0.001	ND	ND
Total Xylenes	**10.0**	ND	ND	ND
MTBE	**0.07**	0.01	ND	ND
Exceeds Tier 1 Class I COUs				
values in mg/L				

CFMI, Inc.
Site Assessment Data

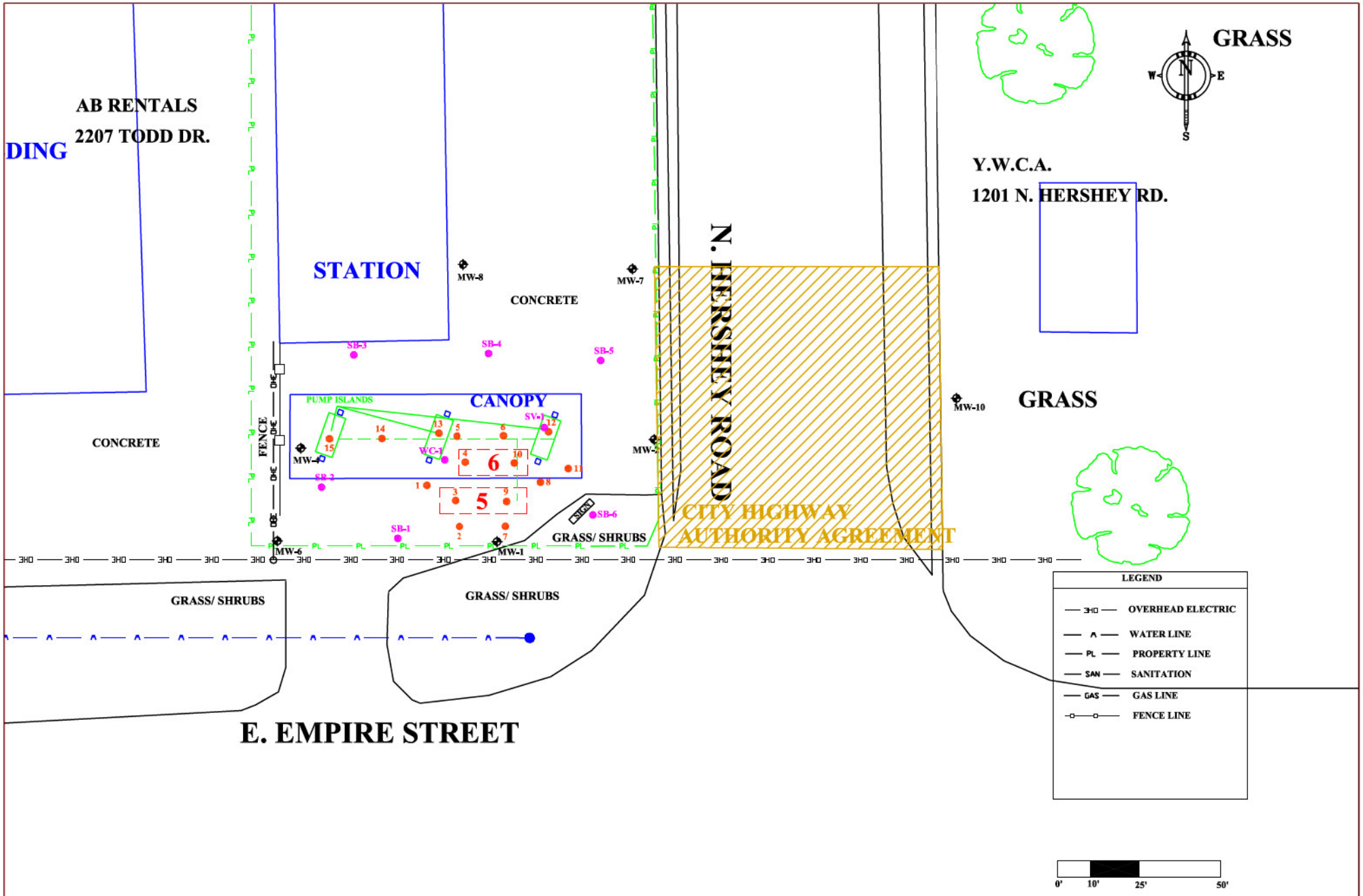
CA Groundwater

	Location	MW-1	MW-2	MW-4	MW-5
	Date	9/3/2019	9/3/2019	9/3/2019	9/3/2019
Parameter	Class I CUO				
Benzene	**0.005**	**0.086**	0.001	0.001	**0.331**
Ethylbenzene	**0.7**	0.002	ND	0.002	0.031
Toluene	**1.0**	0.024	ND	ND	0.001
Total Xylenes	**10.0**	0.006	ND	ND	0.003
MTBE	**0.07**	ND	0.003	ND	ND
Exceeds Tier 1 Class I COUs					
values in mg/L					

EXHIBIT C

HIGHWAY AUTHORITY AGREEMENT AREA MAP

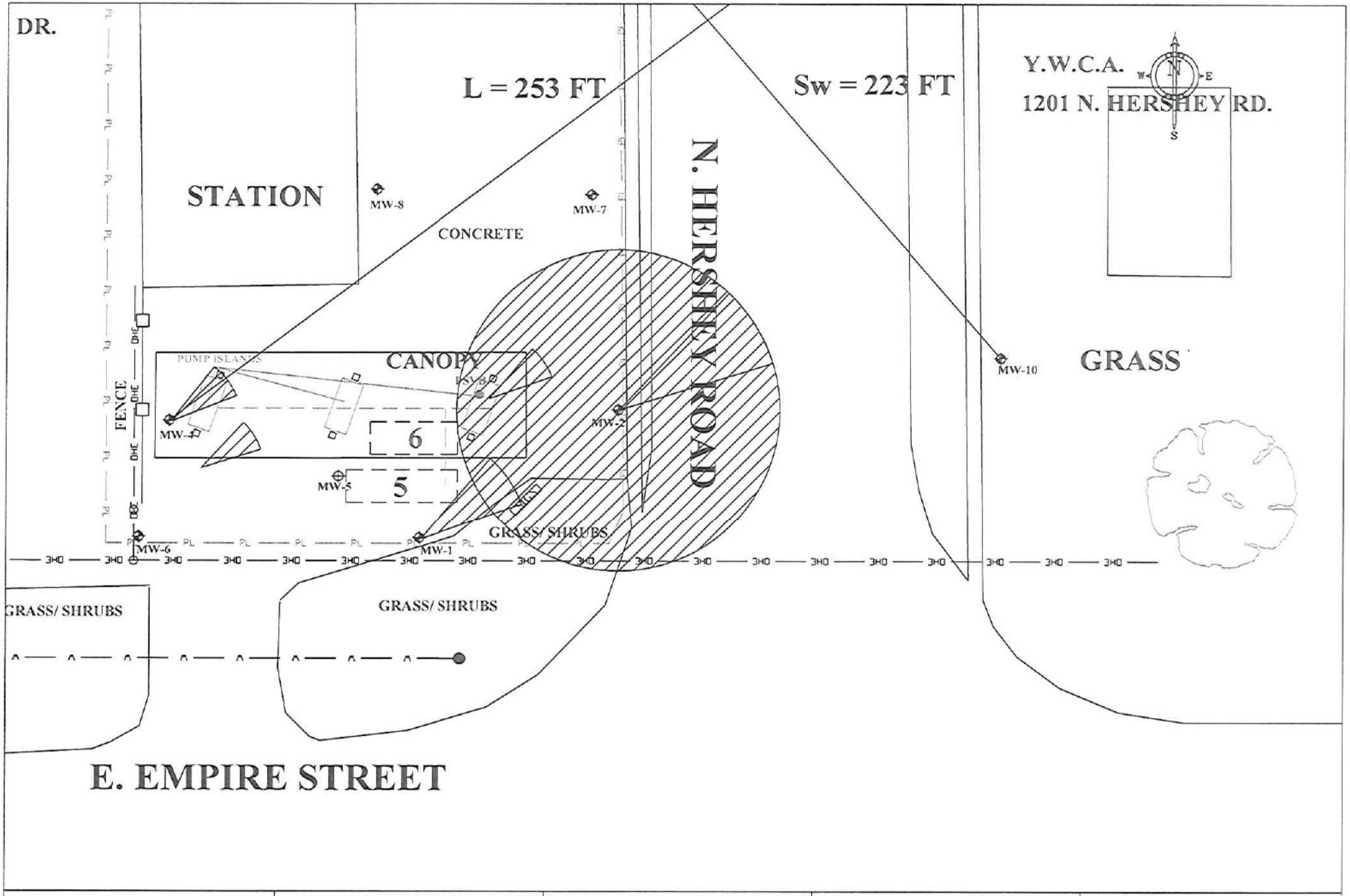
CFMI, INC.
BLOOMINGTON, ILLINOIS



CW[M] COMPANY, INC. 701 W. SOUTH GRAND SPRINGFIELD, IL. 62704 (217) 522-8001	CFMI, INC. BLOOMINGTON, ILLINOIS INCIDENT #2015-0257 McLEAN COUNTY	PROPOSED HIGHWAY AUTHORITY AGREEMENT AREA MAP	DATE: 9/24/2019 REVISED DATE: SCALE 1"=40' DRAWING: 0014	DRAWN BY: JKK REVISED BY: REVIEWED BY: CLR PHAA.DWG

HIGHWAY AUTHORITY AGREEMENT R-26 MODELING

CFMI, INC.
BLOOMINGTON, ILLINOIS



CW²M COMPANY, INC. 701 W. SOUTH GRAND SPRINGFIELD, IL. 62704 (217) 522-8001	CFMI, INC. BLOOMINGTON, ILLINOIS INCIDENT #2015-0257 McLEAN COUNTY	TACO PARAMETERS/MODELING MAP	DATE: 8/30/18 REVISED DATE: SCALE 1"=40' DRAWING: 0011	DRAWN BY: MJS REVISED BY: REVIEWED BY: CLR TACO.DWG

R-26 Input/Summary Sheet

Version: 3/26/2018

IEMA Incident # (6 or 8 digit)	2009-0948 & 2015-0257
IEPA LPC # (10 digit)	1130205127
Site Name:	CFMI, Inc.
Site Address:	1102 N. Hershey Road
City:	Bloomington
County:	McLean
Zip Code:	61701
SSL Equations Used:	S5,6,7,8,9,10,17,18,19,20,21,22,24
RBCA Equations Used:	R-1, R-2, R3
Contact Information for Individual who Performed Calculati	CWM Company, Inc., MJS
Land Use:	Residential & Construction Worker
Objective from S17 used in R26:	No
Groundwater:	Class 1
Standard or Mass Limit Equations:	Standard Equations
Square Feet of Plume for Mass Limit Eq.:	0.00
Date Data is Entered:	August 23, 2018

If Mass Limit, then Specifiy Acres:

< use this # above

Entry	Description		
	Holcomb Bulk Density (pcf), or	Shelby Tube Location:	
1.696	Dry Soil Bulk Density (g/cm³ or kg/L): 1.5, or Gravel =2.0, Sand = 1.8, Silt = 1.6, Clay = 1.7, or site specific		
2.632	ρs - Soil Particle Density	Reference	
0.356	Total Soil Porosity	0.356	0.356
0.229	Water Filled Porosity	0.229	0.229
0.127	Air Filled Porosity	0.127	0.127
0.430	θ_T - Total Soil Porosity (RBCA)	0.43 or; Gravel - 0.25; Sand = 0.32; Silt = 0.40; Clay = 0.36	
0.250	w - Average Soil Moisture Content	0.1, or: Subsurface Soil (top 1m) = 0.1; Subsurface Soil (below 1 m) =0.2; or Site Specific	
Silt Loam	USDA Soil Classification (Pick from List)		

Entry		
0.02960	Fractional Organic Carbon (foc) in g/g	Organic Matter (%):
		Organic Matter (mg/kg):
		Total Organic Carbon (g/g): 0.0296

6.46E-06	Average Hydraulic Conductivity (cm/sec)	Well Name
6.46E-06	Falling Hydraulic Conductivity (cm/sec)	MW-3
	Rising Hydraulic Conductivity (cm/sec)	

Hydraulic Gradient Calculations

MW-4	97.80
MW-9	82.76
Distance:	253

0.05945	Hydraulic Gradient (0.02 for sites with no groundwater)	Meters
10	d_a - Aquifer Thickness (ft)	3.048 m
10	d_s - Depth of Source (ft) (Vertical Thickness of Contamination)	3.048 m
	X - Distance along the centerline of the groundwater plume emanating to setback zone or surface water from the source in the direction of groundwater flow (ft) (RBCA)	0 cm
253	L - Source Length Parallel to Groundwater Flow (ft)	77.1144 m
223	Sw: Source Width -horizontal plane (ft) (RBCA)	6797.04 cm

$C_{(x)}$ - Concentration of Contaminant in groundwater at distance X from the source (mg/L)		Surface Water
	Benzene MTBE	
	Toluene	
	Ethylbenzene	
	Total Xylenes	

Chemicals of Concern

Benzene	Naphthalene	
Toluene		Chrysene
Ethylbenzene		Benzo(k)fluoranthene
Total Xylenes		Indeno(1,2,3-cd)pyrene
MTBE		

SSL Equations Needed

- ☐ Mass Limit Equations
- ☑ Inhalation Equations
- ☑ Groundwater Ingestion Equations
- ☑ Csat Equations
- ☐ Fugitive Dust Equations
- ☑ Ingestion Equations

Text discussion for "i", L, d_a, d_s, S_w, S_d	
Hydraulic Gradient	The **Hydraulic Gradient** ***(i)*** was determined from an onsite survey of each of the groundwater monitoring wells. The riser elevations were determined and the depth to groundwater was noted in each well. This data was used to generate a potentiometric flow map with contour lines which show potentiometric head. A corresponding flow line, perpendicular to the contour lines, was determined between two known points of groundwater elevation. The hydraulic gradient was determined by the difference in elevation divided by the length of flow between the points.
Source Length	The **Source Length Parallel to Groundwater Flow (L)** was determined from the site map and analytical results. A value of 45.1104 m was used to encompass the length of contamination parallel to groundwater flow. This value is the distance between soil borings BH-1 and BH-2.
Aquifer Thickness	The **Aquifer Thickness (d_a)** is a site specific value determined by the length of the monitoring well screen. The Aquifer Thickness value used in the modeling equations was 3.048 meters.
Depth of Source	The **Depth of Source (d_s)** was determined from the analytical results and soil boring logs. A value of 3.048 m was used to encompass the vertical thickness of contamination based upon a clean soil sample at BH-1A, "hot" samples at BH-2B and BH-2C, and a clean soil sample at BH-2D. Thus the vertical thickness of soil contamination has been determined to be 3.048 m.
Source Width	**The source width perpendicular to groundwater flow direction in the Horizontal Plane (S_w)** was determined from the site map and analytical results. A value of 3566.16 cm was used to encompass the width of contamination in the horizontal plane. This value is the distance between clean wells MW-4 and and MW-6.
Source Depth	**The source width perpendicular to groundwater flow direction in the Vertical Plane (S_d)** was determined from the soil boring logs and analytical results. A value of 304.8 cm was used to encompass the width of contamination in the vertical plane based on the depths of contamination present and the PID readings from the bore logs.
Distance (X)	

BENZENE								
Soil Exceedances					Groundwater Exceedances			
Location	Soil Concentration (mg/kg)	X (ft)	Gw_{obj} (mg/L) R26 Csource	C(x) (mg/L)	Location	Groundwater Concentration (mg/L)	X (ft)	C(x) (mg/L)
1	0.687	5	0.021	0.0045	MW-1	0.086	11	0.0043
2	6.03	14	0.185	0.0048				
3	1.29	7	0.040	0.0050				
4	0.209	1	0.006	0.0045	MW-5	0.331	17	0.0048
5	0.794	6	0.024	0.0040				
7	0.038	1	0.001	0.0008				
8	0.21	1	0.006	0.0046				
9	0.034	1	0.001	0.0007				
10	0.315	2	0.010	0.0050				
11	1.71	9	0.052	0.0041				
12	8.82	16	0.270	0.0047				
13	0.439	4	0.013	0.0038				
14	3.8	12	0.116	0.0046				
15	2.11	9	0.065	0.0050				
MW-1 (2.5)	0.043	1	0.001	0.0009				
MW-1 (7.5)	1.57	8	0.048	0.0048				
MW-2 (7.5)	8.19	16	0.251	0.0044				
MW-4 (2.5)	1.22	7	0.037	0.0047				
MW-4 (7.5)	0.356	3	0.011	0.0041				
SB-1 (2.5)	0.203	1	0.006	0.0044				
SB-1 (7.5)	5.94	14	0.182	0.0047				
SB-2 (2.5)	7.22	15	0.221	0.0047				
SB-2 (7.5)	5.63	14	0.172	0.0045				
SB-4 (2.5)	0.048	1	0.001	0.0010				
SB-4 (7.5)	1.93	9	0.059	0.0046				
SB-5 (2.5)	0.548	4	0.017	0.0047				
SB-5 (7.5)	10.1	17	0.309	0.0044				
SB-6 (7.5)	6.05	14	0.185	0.0048				

Toluene								
Soil Exceedances					Groundwater Exceedances			
Location	Soil Concentration (mg/kg)	X (ft)	Gw_{obj} (mg/L) R26 Csource	C(x) (mg/L)	Location	Groundwater Concentration (mg/L)	X (ft)	C(x) (mg/L)
2	19.2	1	0.1987	0.0075				
11	16.3	1	0.169	0.0064				
12	217	1	2.245	0.0850				
SB-1 (7.5)	15.8	1	0.163	0.0062				
SB-2 (7.5)	15.5	1	0.160	0.0061				

Ethylbenzene								
Soil Exceedances					Groundwater Exceedances			
Location	Soil Concentration (mg/kg)	X (ft)	Gw_{obj} (mg/L) R26 Csource	C(x) (mg/L)	Location	Groundwater Concentration (mg/L)	X (ft)	C(x) (mg/L)
12	75.8	1	0.39350926	0.1349				

Total Xylenes								
Soil Exceedances					Groundwater Exceedances			
Location	Soil Concentration (mg/kg)	X (ft)	Gw_{obj} (mg/L) R26 Csource	C(x) (mg/L)	Location	Groundwater Concentration (mg/L)	X (ft)	C(x) (mg/L)
2	32.1	1	0.134465844	0.0667				
3	11.2	1	0.047	0.0233				
6	22.2	1	0.093	0.0461				
10	20.1	1	0.084	0.0418				
11	103	1	0.431	0.2140				
12	613	1	2.568	1.2734				
14	12.3	1	0.052	0.0256				
15	9.15	1	0.038	0.0190				
MW-2 (7.5)	10.6	1	0.044	0.0220				
MW-4 (7.5)	21.4	1	0.090	0.0445				
SB-1 (7.5)	13.4	1	0.056	0.0278				
SB-2 (2.5)	34.5	1	0.145	0.0717				
SB-2 (7.5)	26.8	1	0.112	0.0557				
SB-4 (7.5)	30.8	1	0.129	0.0640				

MTBE								
Soil Exceedances					Groundwater Exceedances			
Location	Soil Concentration (mg/kg)	X (ft)	Gw_{obj} (mg/L) R26 Csource	C(x) (mg/L)	Location	Groundwater Concentration (mg/L)	X (ft)	C(x) (mg/L)

CW³M Company
Environmental Consulting Services

701 W. South Grand Avenue
Springfield, IL 62704

Phone: (217) 522-8001
Fax: (217) 522-8009

September 30, 2019

Mayor Tari Renner
City of Bloomington
109 E. Olive St.
Bloomington, IL 61701

RE: **LPC #1130205127 —McLean County**
C.F.M.I., Inc.
1102 North Hershey Road
Incident Number: 2015-0257
LUST— Highway Authority Agreement Letter

Dear Mayor Renner:

Enclosed, please find a Highway Authority Agreement (HAA) for the petroleum releases from former underground storage tanks located on Hershey Road. These Agreements have been prepared by CW³M Company, Inc., environmental consultant for Mr. Paul Patel of Chandni Properties, LLC, utilizing the model agreements provided by the Illinois Environmental Protection Agency (IEPA). These agreements are currently being required by the IEPA for closure of this incident.

Currently, remediation has occurred on the property to the point soil and groundwater contamination remains along the Right-of-Way of N. Hershey Road. We are also entering into an agreement with the Illinois Department of Transportation for E. Empire Street by this agreement. This agreement would allow any potential contamination to be addressed and allow Chandni Properties, LLC to obtain a No Further Remediation Letter from the IEPA.

Upon your approval of the HAA, we will then forward to you 3 copies of the HAA, signed by Mr. Paul Patel, for execution by a duly authorized representative of the City of Bloomington.

If you have any questions or requires additional information, please contact us at (217) 522-8001. On behalf of Mr. Patel, thank you in advance for your assistance.

Sincerely,

[redacted]

Carol L. Rowe, P.G.
Senior Environmental Geologist

Attachments: xc: Mr. Paul Patel, *Chandni Properties, LLC*
Mr. William T. Sinnott, *CW³M Company, Inc.*

CONSENT AGENDA ITEM NO. 7.I

FOR COUNCIL: March 26, 2020

SPONSOR: Public Works Department

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and action to approve Funding for Stabilization Installation Work for the Evergreen Lake Tributary 2 (T-2) Streambank 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 $48,682, as requested by the Public Works Department.

RECOMMENDED MOTION: The proposed Funding 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 a $48,682 purchase of materials, construction, installation, site prep, and project management services from McLean County Soil and Water Conservation District for the Evergreen Lake T-2 streambank 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.

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. Please see the attached map showing previously completed shoreline stabilization projects. The project funds are budgeted for FY 2020. The project will diminish the problems of sedimentation and nutrients that have been determined to impair water quality in the reservoirs.

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.

This shoreline stabilization project will include the McLean County Highway Department as a partner with the City and the McLean County SWCD for access road and staging area preparation, rock acquisition, and hauling through their intergovernmental agreement with the SWCD. The contractor is responsible for clearing the shoreline and placing the large rock.

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.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: McLean County Soil and Water Conservation District; McLean County Highway Department

FINANCIAL IMPACT: If approved, the amount for this project will be $48,682.00. Funds are included in the FY 2020 Budget under the Water Purification-Other Capital Improvement account (50100130-72620). Stakeholders can locate this in the FY 2020 Budget Book titled "Other Funds & Capital Improvement" on pages 121, 242, 291, 307 and 308.

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, City Engineer 3/10/2020

Carla Murillo, Procurement Manager 3/17/2020

Chris Tomerlin, Budget Manager 3/17/2020

Jeffrey R. Jurgens, Corporation Counsel 3/17/2020

Tara Henry, Legislative Assistant 3/18/2020

Recommended by:

Tim Gleason, City Manager

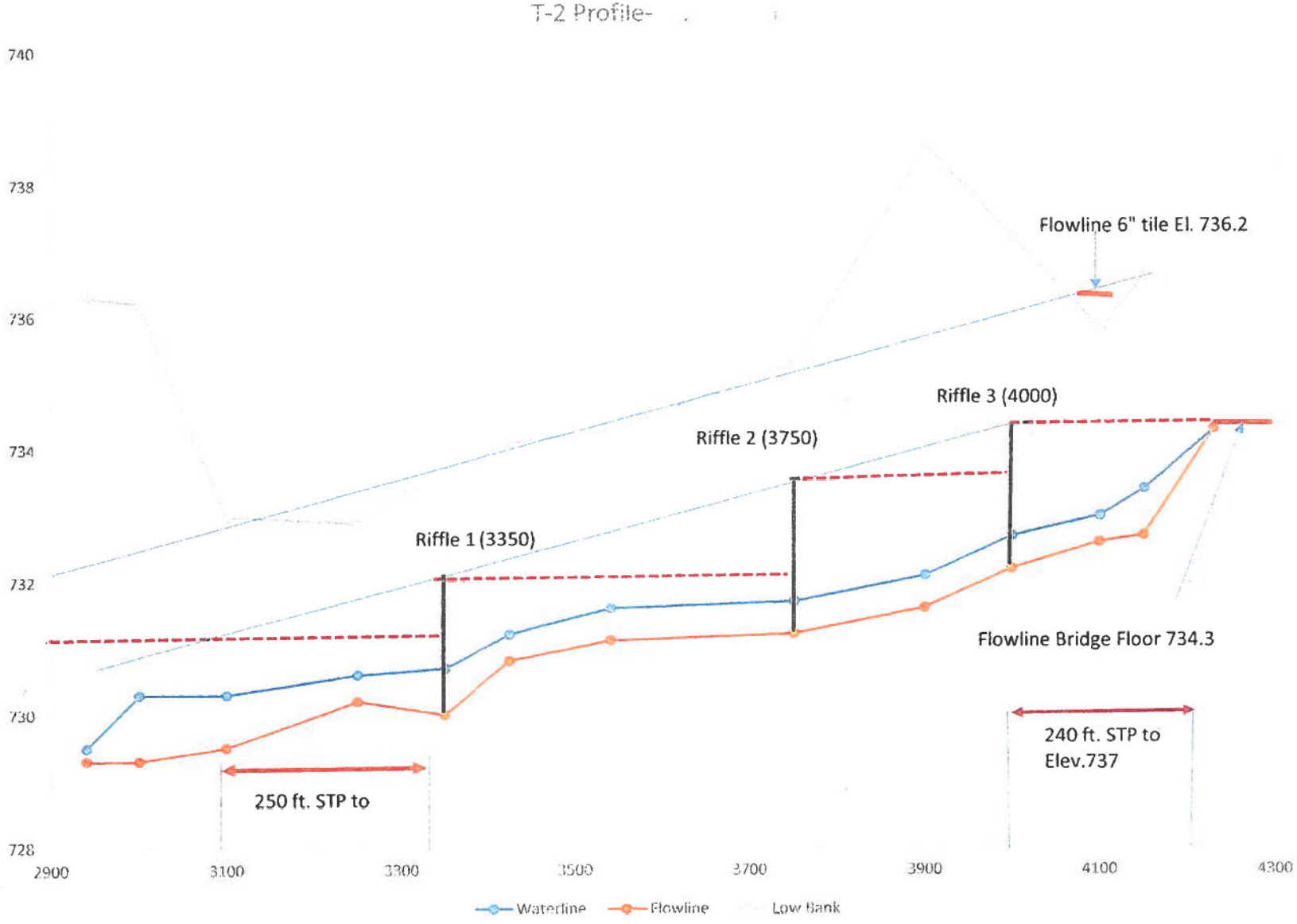
Attachments:

- PW 3B Quote_FY 2020 T2 Shoreline Stabilization 03232020
- PW 3C Project Design_FY 2020 T2 Shoreline Stabilization 03232020
- PW 3D Project Map_FY 2020 T2 Shoreline Stabilization 03232020
- PW 3E Intergovernmental Agreement_FY 2020 T2 Shoreline Stabilization 03232020

McLean County SWCD
402 N. Kays Drive Normal, IL 61761
Phone: 309-452-3848 ext. 3

T-2 Streambank Stabilization at Evergreen Lake
3/2/2020

Construction Supervision (Site investigation, Survey, Staking, Construction Oversight, etc.)	$6000.00
Construction	
Installation (private contractor)	$15,282.00
Materials (McLean Co SWCD & Highway Dept.)	$25,400.00
Site Prep	$2000.00
Overall Project Management by McLean Co. SWCD	$0.00
Total Project Cost	**$48,682.00**


T-2 Profile-
740
738
736
734
732
730
728
2900
3100
3300
3500
3700
3900
4100
4300
Flowline 6" tile El. 736.2
Riffle 3 (4000)
Riffle 2 (3750)
Riffle 1 (3350)
Flowline Bridge Floor 734.3
240 ft. STP to
Elev.737
250 ft. STP to
Waterline
Flowline
Low Bank

Rock Riffle Design Drawing Preparation

Landuser: [redacted]
Stream: T-2 to Evergreen Lake
McLean County, Illinois
Location:
Sec.: 18 Twp.: 25N Range: 2E

Date: 11/19/2019
By: Wayne Kinney

Given the following bankfull data from the I&E form:			Then the guidelines below should be followed for:		
			No net increase in flood stage or backwater:		
Q =	342	cfs	Maximum riffle height =	0.6	ft
V =	3.98	ft/sec	Structural integrity:		
width=	33.0	ft	Minimum riprap size =	10	inches

Benchmark EL: 743.68 ft
Description: NE corner of bridge headwall on county road at U.S. end of project

Key Depth: 5 ft
Riffle Slope: 15

REFERENCE TABLE		
IDOT Class	h_4 (D_{100})	D_{50}
4	1.3 ft	7.4 in
5	1.7 ft	9.8 in
6	2.0 ft	12.1 in
7	2.5 ft	14.6 in

Selected rock gradation: 5

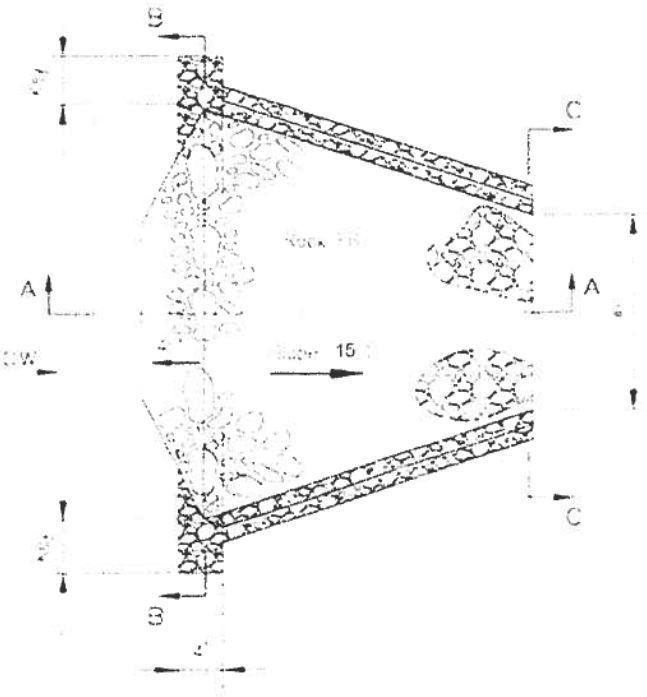
NOTE: Gradation 5 is the same as former RR-5.

For definitions of dimensions, refer to IL-ENG-165A and IL-ENG-165B

Riffle No.	STA	Control EL (ft)	h_1	h_2	h_3	h_4	W_1	Estimated Rock (Tons) Calculated	USE
1	33+50	732.0	2.0	2.5	6.0	1.7	11.0	98	110
2	37+50	733.4	2.2	2.7	6.0	1.7	11.0	108	120
3	40+00	734.3	2.1	2.6	6.0	1.7	11.0	103	115
							Total Stone:	345 Tons	

Notes:

Benchmark EL 743.68
Description NE corner of bridge headwall
on county road at U.S end of project



(h2 = h1 + 0.5')

Riffle No	Sta	Control Elev	h_1	h_2	h_3	h_4	W_1	Estimated Rock (Tons)
1	33+50	732.0	2.0	2.5	6.0	1.7	11.0	110
2	37+50	733.4	2.2	2.7	6.0	1.7	11.0	120
3	40+00	734.3	2.1	2.6	6.0	1.7	11.0	115
						Total Stone		345 Tons

REFERENCE TABLE		
GRAD. NO.	h_4 (D_{100})	D_{50}
A-4	1.3 *ft*	7.4 *in*
A-5	1.7 *ft*	9.8 *in*
A-6	2.0 *ft*	12.1 *in*
A-7	2.5 *ft*	14.6 *in*

NOTE:
1. Rock gradation shall meet IDOT requirements for GRAD. NO. 5 riprap, quality designation "A", or as designated by engineer.
2. Use largest available stones from available material as shown for the emergent boulders and crest stone.
3. Riffle slope shall be 20:1 or flatter where fish passage is required.

NOT TO SCALE

Designed
Drawn Wayne Kinney 2/03
Quantities
Checked
Approved
Date 11/19/19

STREAM BANK STABILIZATION
ROCK RIFFLE DETAILS

USDA NRCS Natural Resources Conservation Service

File No. IL-ENG-165A
Drawing No.

Landowner		Stream	T-2 to Evergreen Lake	Location	Sec. 18 T25N R2E	McLean County, IL	Sheet 1 of 2

Longitudinal Peaked Stone Toe (STP) Design Drawing Preparation

Landuser:
Stream: T-2 to Evergreen Lake
McLean County, Illinois
Location:
Sec. 18 Twp: 25N Range: 2E

Date: 11/19/2019
By: Wayne Kinney

Selected rock gradation:
Typical Riprap Section:
STP Sideslope:

Key Depth: 5 ft

REFERENCE TABLE		
IDOT Class	Largest Rock(D_{100})	D_{50}
4	1.3 ft	7.4 in
5	1.7 ft	9.8 in
6	2.0 ft	12.1 in
7	2.5 ft	14.6 in

NOTE: Gradation 5 is the same as former RR-5.

STP Reach 1

Bank: Left or Right Side Looking Downstream: left
Beginning (Upstream) Station: 42+40
Beginning Station Description:
Below County road

Benchmark EL: 743.68 ft
Description: NE corner headwall
on county Road at US end of project

NOTE: Reach 1

Approx. Key Spacing: 75 ft
Downstream Riffle Elevation: 734.3 ft
Peaked Stone Level Crest EL: 734.3 ft
Average STP height: 3.0 ft
Total Length of STP: 230 ft USE
Average Tons/Ft for STP: 0.60 0.7 Tons/ft

For definitions of dimensions refer to IL-ENG-152

Key	STA	h_1 (ft)	W_1 (ft)	Est. Rock (Tons) Calculated	Est. Rock (Tons) USE
1	40+00	6.0	2.0	11	0
2	40+75	6.0	2.0	11	11
3	41+50	6.0	2.0	11	11
4	42+30	6.0	2.0	11	11

Average Tons Per Key: 8 Tons
Total Rock Amount (Estimate): 194 Tons

STP Reach 2

Bank: Left or Right Side Looking Downstream: left
Beginning (Upstream) Station:
Beginning Station Description:

Benchmark EL: 743.68 ft
Description: NE Croner headwall
on County Road at US end of project

NOTE: Reach 2

Approx. Key Spacing: 100 ft
Downstream Riffle Elevation: 731.1 ft
Peaked Stone Level Crest EL: 731.1 ft
Average STP height: 3.0 ft
Total Length of STP: 250 ft USE
Average Tons/Ft for STP: 0.60 0.7 Tons/ft

For definitions of dimensions, refer to IL-ENG-152

Key	STA	h_1 (ft)	W_1 (ft)	Est. Rock (Tons) Calculated	Est. Rock (Tons) USE
1	31+00	6.0	2.0	11	11
2	31+75	6.0	2.0	11	11
3	32+50	6.0	2.0	11	11
4	33+50	6.0	2.0	11	0

Average Tons Per Key: 8 Tons
Total Rock Amount (Estimate): 208 Tons

Longitudinal Peaked Stone Toe (STP) Design Drawing Preparation

Landuser:
Stream: T-2 to Evergreen Lake
McLean County, Illinois
Location:
Sec.: 18 Twp: 25N Range: 2E

Date: 11/19/2019
By: Wayne Kinney

Selected rock gradation: 4

Typical Riprap Section: 1:1
STP Sideslope:

Key Depth: 5 ft

REFERENCE TABLE		
IDOT Class	Largest Rock(D_{100})	D_{50}
4	1.3 ft	7.4 in
5	1.7 ft	9.8 in
6	2.0 ft	12.1 in
7	2.5 ft	14.6 in

NOTE: Gradation 5 is the same as former RR-5.

STP Reach 1

Bank: Left or Right Side Looking Downstream: Left
Beginning (Upstream) Station: 42+40
Beginning Station Description:
Below County road

Benchmark EL: 743.68 ft
Description: NE corner headwall
on county Road at US end of project

NOTE: Reach 1

Approx. Key Spacing: 75 ft.
Downstream Riffle Elevation: 734.3 ft.
Peaked Stone Level Crest EL: 734.3 ft.
Average STP height: 3.0 ft.
Total Length of STP: 230 ft. USE
Average Tons/Ft. for STP: 0.60 0.7 Tons/ft.

For definitions of dimensions, refer to IL-ENG-152

Key	STA	h_1 (ft.)	W_1 (ft.)	Est. Rock (Tons) Calculated	Est. Rock (Tons) USE
1	40+00	6.0	2.0	11	0
2	40+75	6.0	2.0	11	11
3	41+50	6.0	2.0	11	11
4	42+30	6.0	2.0	11	11

Average Tons Per Key: 8 Tons
Total Rock Amount (Estimate): 194 Tons

STP Reach 2

Bank: Left or Right Side Looking Downstream: Left
Beginning (Upstream) Station:
Beginning Station Description:

Benchmark EL: 743.68 ft.
Description: NE Croner headwall
on County Road at US end of project

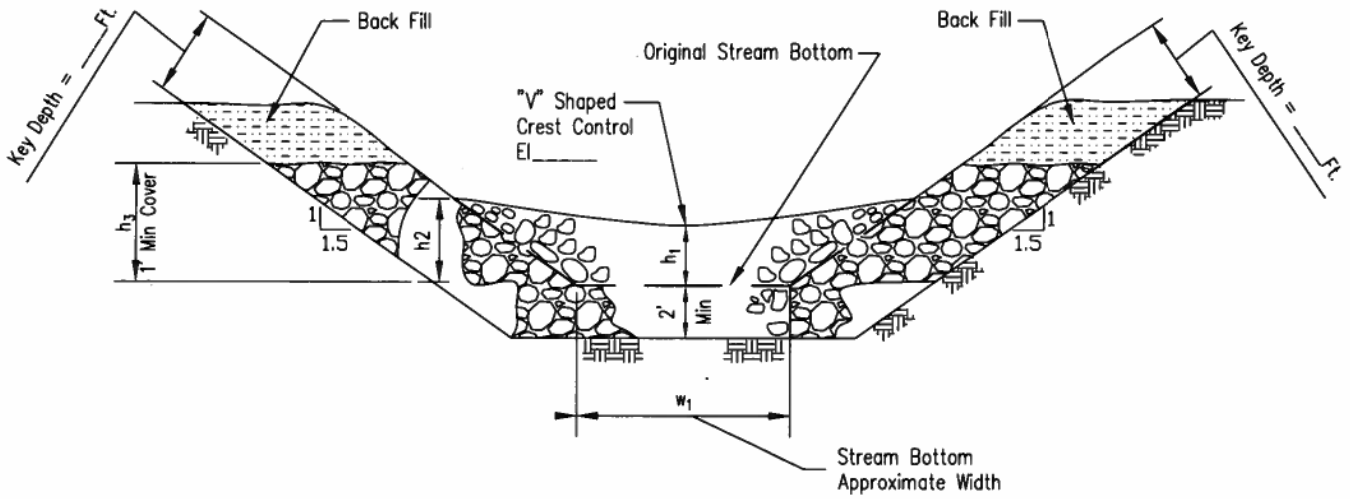
NOTE: Reach 2

Approx. Key Spacing: 100 ft.
Downstream Riffle Elevation: 731.1 ft.
Peaked Stone Level Crest EL: 731.1 ft.
Average STP height: 3.0 ft.
Total Length of STP: 250 ft. USE
Average Tons/Ft. for STP: 0.60 0.7 Tons/ft.

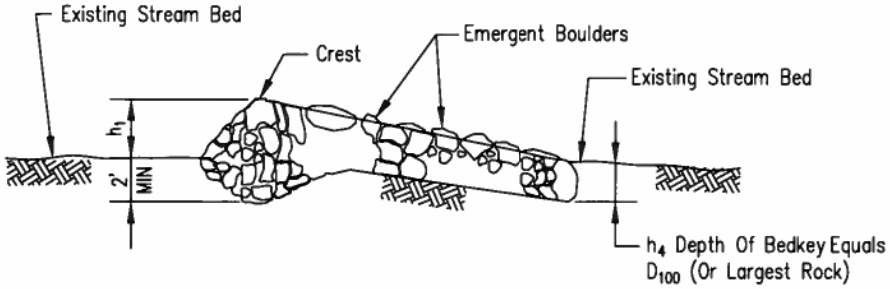
For definitions of dimensions, refer to IL-ENG-152

Key	STA	h_1 (ft.)	W_1 (ft.)	Est. Rock (Tons) Calculated	Est. Rock (Tons) USE
1	31+00	6.0	2.0	11	11
2	31+75	6.0	2.0	11	11
3	32+50	6.0	2.0	11	11
4	33+50	8.0	2.0	11	0

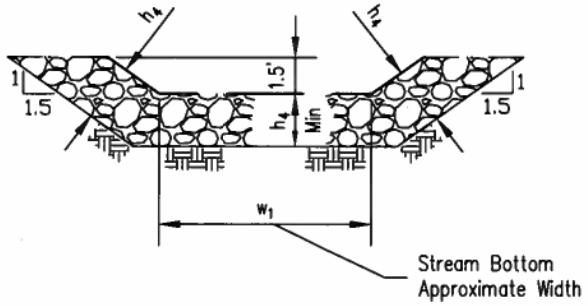
Average Tons Per Key: 8 Tons
Total Rock Amount (Estimate): 208 Tons



SECTION B–B



SECTION A–A



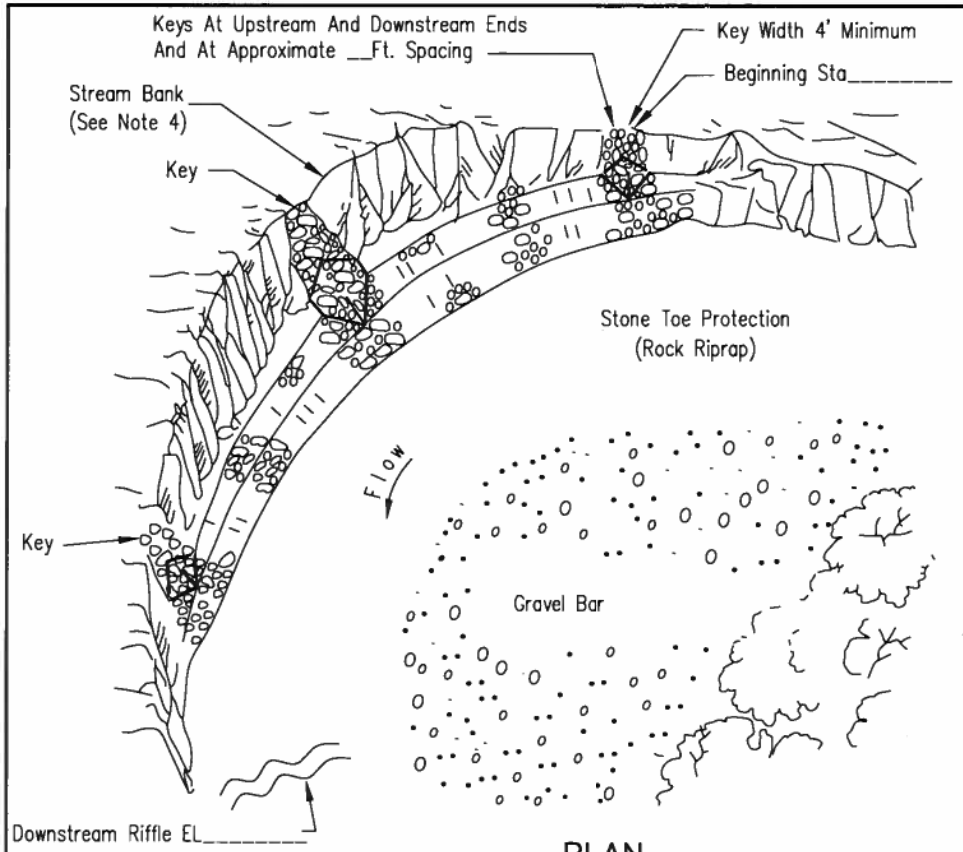
SECTION C–C

Date
Designed
Drawn M. QUINONES 10/1/13
Checked
Approved

STREAM BANK STABILIZATION
ROCK RIFFLE DETAILS

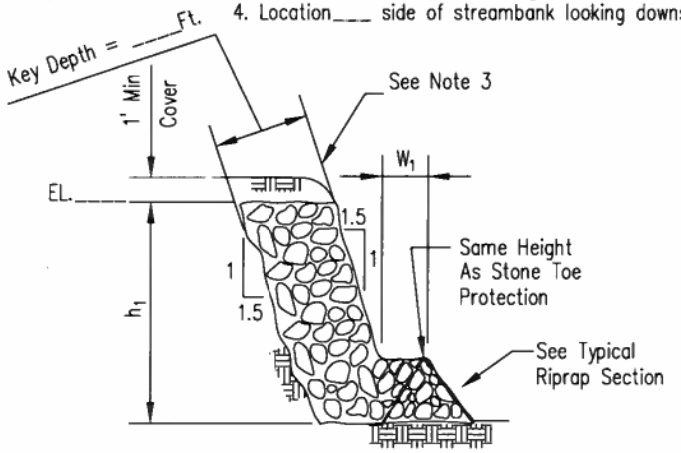
NRCS
Natural Resources Conservation Service
United States Department of Agriculture

File No.
IL-ENG-165
Drawing No.
Page 2 of 2
Sheet of

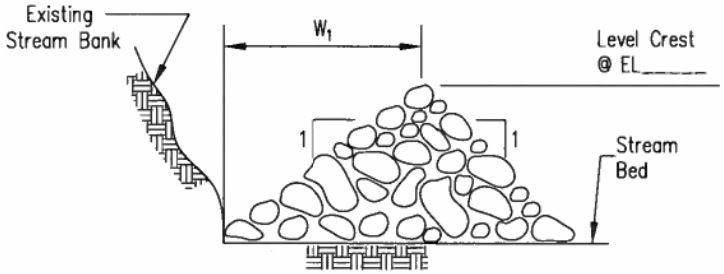


PLAN

Notes:
1. Rock gradation shall meet IDOT requirements for GRAD. NO.____ riprap, quality designation "A", or as designated by engineer.
2. Stone Toe ____ft @_____Tons/Ft. average
Keys _____ @_____Tons Each
Total Rock Amount (Estimate)_____Tons
3. Key shall be constructed so that the vertical section remains embedded in the existing stream bank.
4. Location___ side of streambank looking downstream.



KEY DETAIL



TYPICAL RIPRAP SECTION

Key	Sta.	h_1	W_1	Level Crest El.

Benchmark EL._____
Description_____
_____
_____
Beginning Sta. Description_____
_____
_____

Landowner		Stream		Location	

NOT TO SCALE

Date
Designed
Drawn M. QUINONES 9/11
Checked
Approved

STREAM BANK STABILIZATION
STONE TOE PROTECTION

NRCS
Natural Resources Conservation Service
United States Department of Agriculture

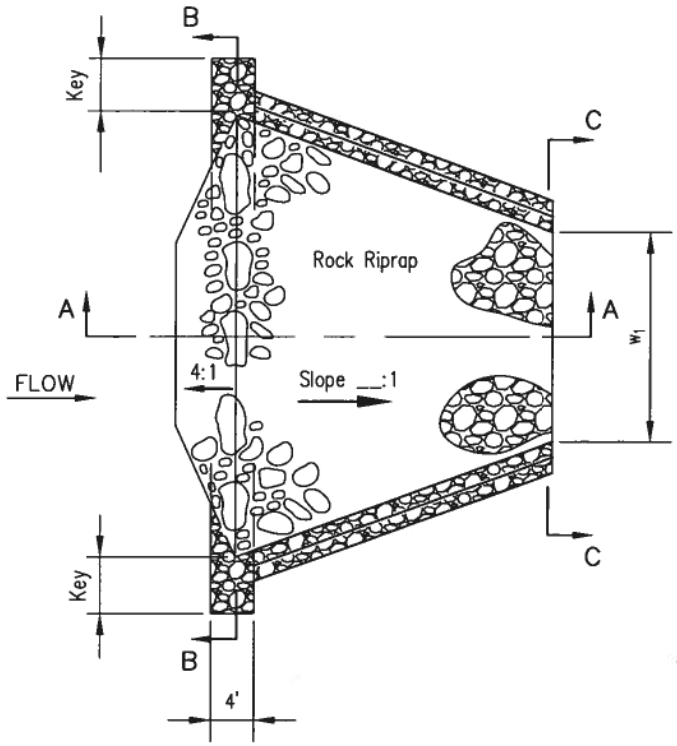
File No.
IL-ENG-152
Drawing Set
Page 1 of 1
Sheet of

Benchmark EL._____

Description_____

_____

_____



PLAN

($h_2 = h_1 + 0.5'$)

Riffle No.	Sta.	Control Elev.	h_1	h_2	h_3	h_4	W_1	Estimated Rock (Tons)
						Total Stone		#

REFERENCE TABLE		
GRAD. NO.	h_4 D_{100}	D_{50}
4	1.3 ft	7.4 In.
5	1.7 ft	9.8 In.
6	2.0 ft.	12.1 In.
7	2.5 ft.	14.6 In.

NOTES:
1. Rock gradation shall meet IDOT requirement for GRAD. NO.____ riprap, quality designation "A", or as designated by engineer.
2. Use largest individual stones From available material as shown for the emergent boulders and crest stone.
3. Riffle slope shall be 20:1 or flatter where fish passage is required.

Landowner		Stream		Location	

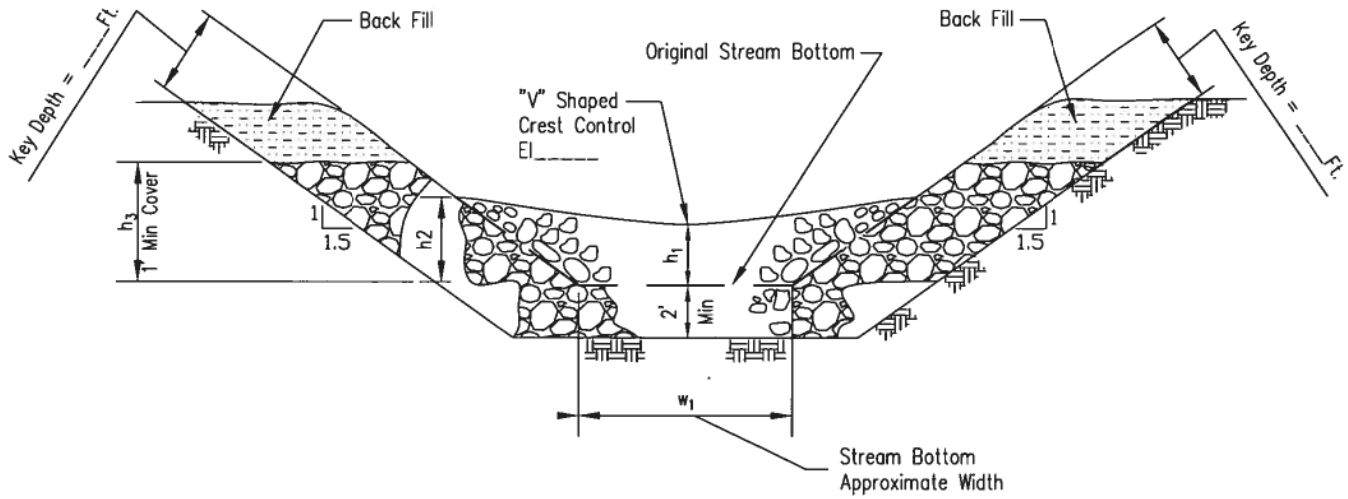
NOT TO SCALE

Date
Designed ___
Drawn M. QUINONES 10/1/13
Checked ___
Approved ___

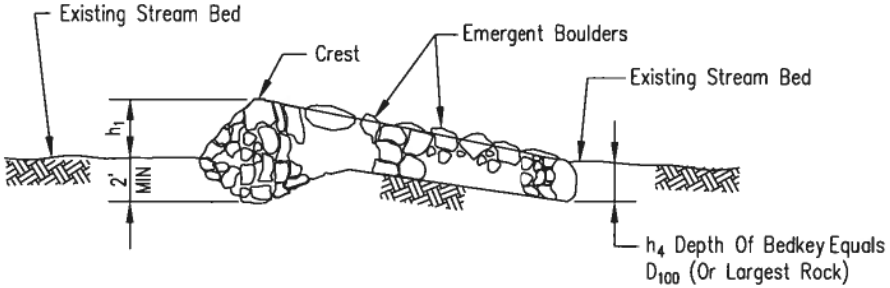
STREAM BANK STABILIZATION ROCK RIFFLE DETAILS

NRCS
Natural Resources Conservation Service
United States Department of Agriculture

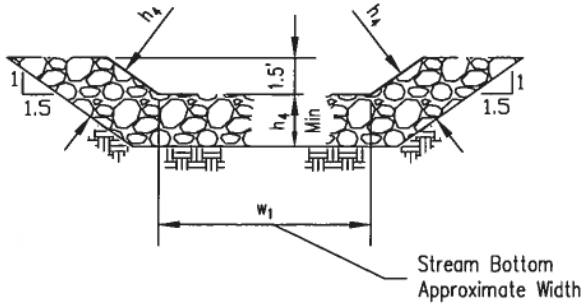
File No. IL-ENG-165
Drawing No.
Page 1 of 2
Sheet of



SECTION B–B



SECTION A–A



SECTION C–C

Date
Designed
Drawn M. QUINONES 10/1/13
Checked
Approved

STREAM BANK STABILIZATION
ROCK RIFFLE DETAILS

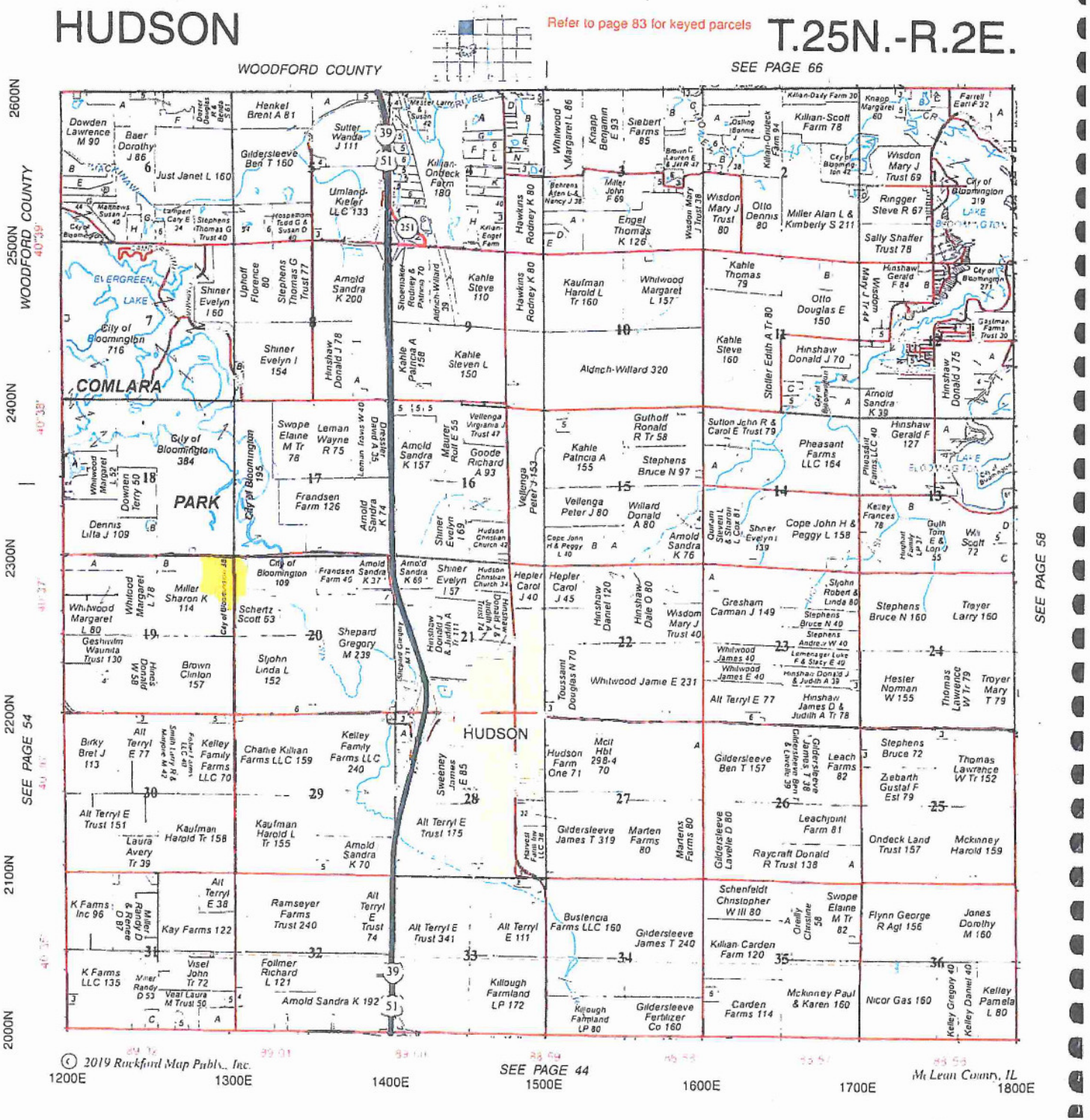
NRCS
Natural Resources Conservation Service
United States Department of Agriculture

File No.
IL-ENG-165
Drawing No.
Page 2 of 2
Sheet of

HUDSON

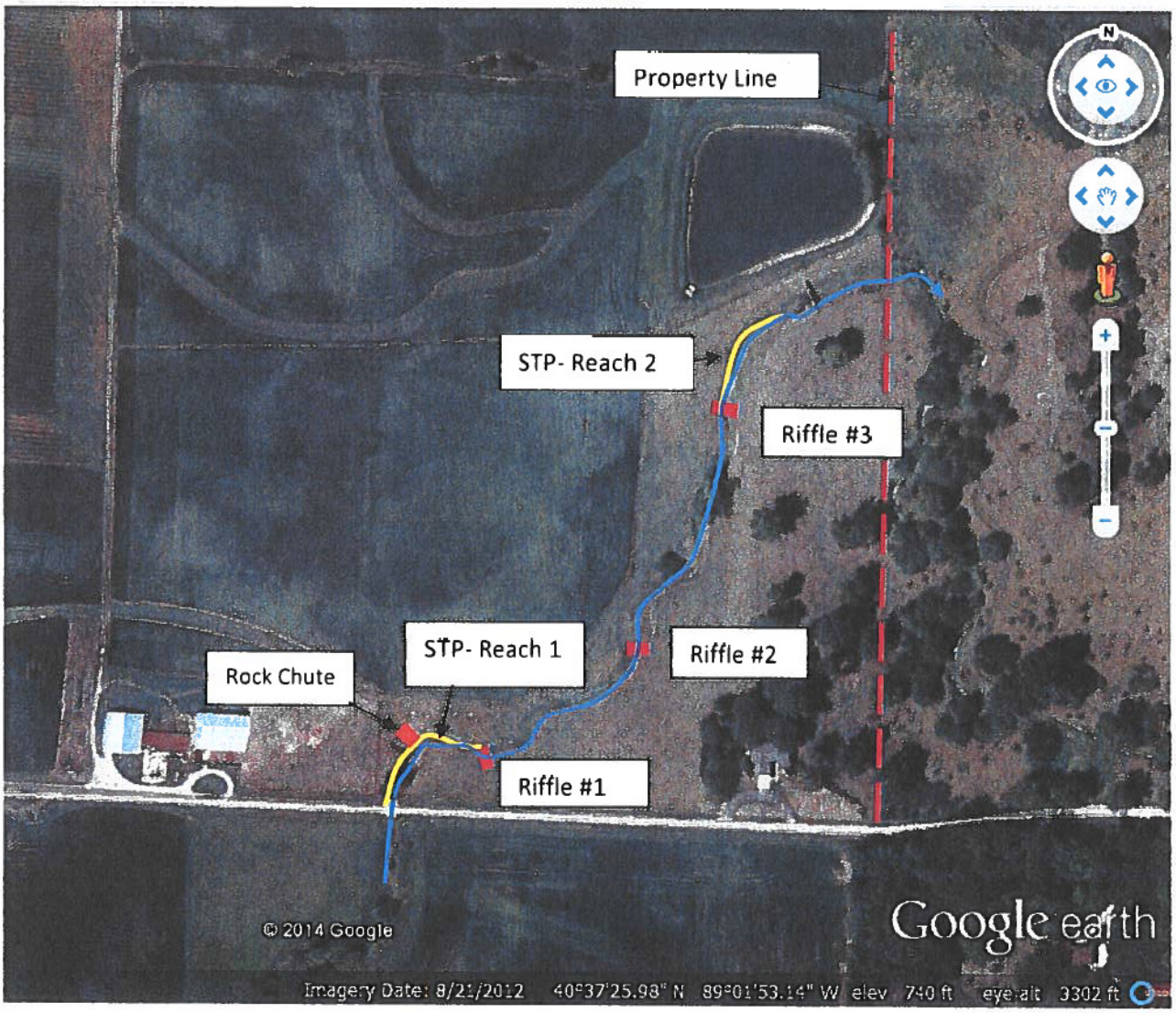
Refer to page 83 for keyed parcels

T.25N.-R.2E.


WOODFORD COUNTY
SEE PAGE 66
WOODFORD COUNTY
2600N
2500N
2400N
2300N
2200N
2100N
2000N
SEE PAGE 54
SEE PAGE 58
SEE PAGE 44
1200E
1300E
1400E
1500E
1600E
1700E
1800E
EVERGREEN LAKE
City of Bloomington 716
COMLARA
PARK
City of Bloomington 384
City of Bloomington 195
City of Bloomington 109
HUDSON
Dowden Lawrence M 90
Baer Dorothy J 66
Just Janet L 160
Henkel Brent A 81
Gildersleeve Ben T 150
Sutter Wanda J 111
Umland-Kiefer LLC 133
Killian-Ondeck Farm 180
Whitwood Margaret L 86
Knapp Benjamin E 93
Siebert Farms 85
Killian-Scott Farm 78
Killian-Daily Farm 30
Knapp Margaret 60
Farrell Earl F 32
Wisdon Mary J Trust 69
City of Bloomington 319
Ringger Steve R 67
Sally Shaffer Trust 78
Miller Alan L & Kimberly S 211
Otto Dennis 80
Wisdon Mary J Trust 80
Engel Thomas K 126
Hawkins Rodney K 80
Kaufman Harold L Tr 160
Whitwood Margaret L 157
Aldrich-Willard 320
Kahle Thomas 79
Otto Douglas E 150
Kahle Steve 160
Stoller Edith A Tr 80
Hinshaw Donald J 70
Hinshaw Donald J 75
Hinshaw Gerald F 84
Gastman Farms Trust 30
Arnold Sandra K 39
Hinshaw Gerald F 127
Pheasant Farms LLC 154
Pheasant Farms LLC 40
Kelley Frances 78
Gulh Tom E & Lorri 55
Wh Scott 72
Cope John H & Peggy L 158
Shiner Evelyn I 139
Sutton John R & Carol E Trust 79
Gutthoff Ronald R Tr 58
Stephens Bruce N 97
Kahle Palricia A 155
Vellenga Peter J 80
Willard Donald A 80
Arnold Sandra K 76
Vellenga Peter J 153
Vellenga Virginia J Trust 47
Goode Richard A 93
Maurer Rolf E 55
Arnold Sandra K 157
Shiner Evelyn I 69
Hudson Christian Church 42
Hepler Carol J 40
Hepler Carol J 45
Hinshaw Daniel 120
Hinshaw Dale O 80
Wisdom Mary J Trust 40
Toussaint Douglas N 70
Whitwood Jamie E 231
Gresham Carman J 149
Stjohn Robert & Linda 80
Stephens Bruce N 40
Stephens Andrew W 40
Lemenager Luke F & Stacy E 40
Whitwood James 40
Whitwood James E 40
Hinshaw Donald J & Judith A 39
Alt Terryl E 77
Hinshaw James D & Judith A Tr 78
Stephens Bruce N 160
Troyer Larry 160
Hester Norman W 155
Thomas Lawrence W Tr 79
Troyer Mary T 79
Stephens Bruce 72
Thomas Lawrence W Tr 152
Zebarth Gustaf F Est 79
Ondeck Land Trust 157
Mckinney Harold 159
Leach Farms 82
Leachjoint Farm 81
Raycraft Donald R Trust 138
Gildersleeve Ben T 157
Gildersleeve Lavelle D 80
Gildersleeve James T 38
Gildersleeve James T 39
Martens Farms 80
Martens Farms 60
Hudson Farm One 71
Mcit Hbl 298-4 70
Gildersleeve James T 319
Sweeney James E 85
Alt Terryl E Trust 175
Harvest Farm Inc 38
Kaufman Harold L Tr 155
Arnold Sandra K 70
Charlie Killian Farms LLC 159
Kelley Family Farms LLC 240
Kelley Family Farms LLC 70
Alt Terryl E 77
Birky Bret J 113
Alt Terryl E Trust 151
Laura Avery Tr 39
Kaufman Harold Tr 158
Stjohn Linda L 152
Schertz Scott 53
Shepard Gregory M 239
Brown Clinton 157
Geshwilm Waunita Trust 130
Whitwood Margaret L 80
Whitwood Margaret L 78
Miller Sharon K 114
Dennis Lilla J 109
Downten Terry 50
Whitwood Margaret L 22
Frandsen Farm 126
Arnold Sandra K 74
Swope Elaine M Tr 78
Leman Wayne R 75
Leman Travis W 40
Dressler David A 35
Arnold Sandra K 200
Shiner Evelyn I 154
Hinshaw Donald J 78
Upchoff Florence 80
Stephens Thomas G Trust 77
Shiner Evelyn I 60
Kahle Steve 110
Kahle Steven L 150
Kahle Palricia A 158
Shoemaker Rodney & Patricia 70
Aldrich-Willard 39
Hawkins Rodney K 80
Behrens Allen L & Nancy J 38
Miller John F 69
Wisdon Mary J Trust 38
Killian-Engel Farm
Killian-Gradeck Farm 94
Osling Bonnie
Brown C Lauren E & Jill R 37
Killian-Ondeck Farm 30
Wisdom Mary J Trust 69
Wisdom Mary J Tr 84
Hinshaw Donald J 75
Arnold Sandra K 200
Hinshaw Donald J 78
Shiner Evelyn I 60
Upchoff Florence 80
Stephens Thomas G Trust 77
Matthews Susan J 40
Langert Cary E 24
Stephens Thomas G Trust 40
Hospetham Todd G & Susan D 40
Killian-Engel Farm
Mastel Larry R 1
Mastel Larry R 5
Susan 42
Dowden Lawrence M 90
Baer Dorothy J 66
Just Janet L 160
Henkel Brent A 81
Gildersleeve Ben T 150
Sutter Wanda J 111
Umland-Kiefer LLC 133
Killian-Ondeck Farm 180
Whitwood Margaret L 86
Knapp Benjamin E 93
Siebert Farms 85
Killian-Scott Farm 78
Killian-Daily Farm 30
Knapp Margaret 60
Farrell Earl F 32
Wisdon Mary J Trust 69
City of Bloomington 319
Ringger Steve R 67
Sally Shaffer Trust 78
Miller Alan L & Kimberly S 211
Otto Dennis 80
Wisdon Mary J Trust 80
Engel Thomas K 126
Hawkins Rodney K 80
Kaufman Harold L Tr 160
Whitwood Margaret L 157
Aldrich-Willard 320
Kahle Thomas 79
Otto Douglas E 150
Kahle Steve 160
Stoller Edith A Tr 80
Hinshaw Donald J 70
Hinshaw Donald J 75
Hinshaw Gerald F 84
Gastman Farms Trust 30
Arnold Sandra K 39
Hinshaw Gerald F 127
Pheasant Farms LLC 154
Pheasant Farms LLC 40
Kelley Frances 78
Gulh Tom E & Lorri 55
Wh Scott 72
Cope John H & Peggy L 158
Shiner Evelyn I 139
Sutton John R & Carol E Trust 79
Gutthoff Ronald R Tr 58
Stephens Bruce N 97
Kahle Palricia A 155
Vellenga Peter J 80
Willard Donald A 80
Arnold Sandra K 76
Vellenga Peter J 153
Vellenga Virginia J Trust 47
Goode Richard A 93
Maurer Rolf E 55
Arnold Sandra K 157
Shiner Evelyn I 69
Hudson Christian Church 42
Hepler Carol J 40
Hepler Carol J 45
Hinshaw Daniel 120
Hinshaw Dale O 80
Wisdom Mary J Trust 40
Toussaint Douglas N 70
Whitwood Jamie E 231
Gresham Carman J 149
Stjohn Robert & Linda 80
Stephens Bruce N 40
Stephens Andrew W 40
Lemenager Luke F & Stacy E 40
Whitwood James 40
Whitwood James E 40
Hinshaw Donald J & Judith A 39
Alt Terryl E 77
Hinshaw James D & Judith A Tr 78
Stephens Bruce N 160
Troyer Larry 160
Hester Norman W 155
Thomas Lawrence W Tr 79
Troyer Mary T 79
Stephens Bruce 72
Thomas Lawrence W Tr 152
Zebarth Gustaf F Est 79
Ondeck Land Trust 157
Mckinney Harold 159
Leach Farms 82
Leachjoint Farm 81
Raycraft Donald R Trust 138
Gildersleeve Ben T 157
Gildersleeve Lavelle D 80
Gildersleeve James T 38
Gildersleeve James T 39
Martens Farms 80
Martens Farms 60
Hudson Farm One 71
Mcit Hbl 298-4 70
Gildersleeve James T 319
Sweeney James E 85
Alt Terryl E Trust 175
Harvest Farm Inc 38
Kaufman Harold L Tr 155
Arnold Sandra K 70
Charlie Killian Farms LLC 159
Kelley Family Farms LLC 240
Kelley Family Farms LLC 70
Alt Terryl E 77
Birky Bret J 113
Alt Terryl E Trust 151
Laura Avery Tr 39
Kaufman Harold Tr 158
Stjohn Linda L 152
Schertz Scott 53
Shepard Gregory M 239
Brown Clinton 157
Geshwilm Waunita Trust 130
Whitwood Margaret L 80
Whitwood Margaret L 78
Miller Sharon K 114
Dennis Lilla J 109
Downten Terry 50
Whitwood Margaret L 22
Frandsen Farm 126
Arnold Sandra K 74
Swope Elaine M Tr 78
Leman Wayne R 75
Leman Travis W 40
Dressler David A 35
Arnold Sandra K 200
Shiner Evelyn I 154
Hinshaw Donald J 78
Upchoff Florence 80
Stephens Thomas G Trust 77
Shiner Evelyn I 60
Kahle Steve 110
Kahle Steven L 150
Kahle Palricia A 158
Shoemaker Rodney & Patricia 70
Aldrich-Willard 39
Hawkins Rodney K 80
Behrens Allen L & Nancy J 38
Miller John F 69
Wisdon Mary J Trust 38
Killian-Engel Farm
Killian-Gradeck Farm 94
Osling Bonnie
Brown C Lauren E & Jill R 37
Killian-Ondeck Farm 30
Wisdom Mary J Trust 69
City of Bloomington 319
Ringger Steve R 67
Sally Shaffer Trust 78
Miller Alan L & Kimberly S 211
Otto Dennis 80
Wisdom

T25N, R2E, SW1/4 Sec. 18

McLean County, IL



INTERGOVERNMENTAL AGREEMENT 2018-2021

This agreement is entered into as of this 1st day of October 2018, by and between the City of Bloomington, Town of Normal and County of McLean (hereinafter referred to as the "City", "Town" and "County") and the McLean County Soil and Water Conservation district (hereinafter referred to as the "District").

A Purpose of This Agreement:
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.

- Act as a liaison between conservation groups and funding agencies such as, The Nature Conservancy, Association of Illinois Soil & Water Conservation Districts, Illinois Environmental Protection Agency, Natural Resource Conservation Service, Illinois Department of Natural Resources, Ecology Action Center, Parklands, McLean County Farm Bureau and Friends of EverBloom.
- Provide annual status reports of the implementation of the Watershed Plans to Bloomington, Normal and the McLean County.
- Prepare an update for both the Evergreen Lake and Lake Bloomington Watershed 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
Christopher Koos Town of Normal	7/24/18 Date
County of McLean	8/21/18 Date
McLean County Soil and Water Conservation District	8/20/18 Date

Illinois Department of Natural Resources, Ecology Action Center, Parklands, McLean County Farm Bureau, and Friends of EverBloom.

- Provide annual status reports of the implementation of the Watershed Plans to Bloomington, Normal, and the McLean County.
- Prepare an update for both the Evergreen Lake and Lake Bloomington Watershed 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.

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

CONSENT AGENDA ITEM NO. 7.J

FOR COUNCIL: March 26, 2020

SPONSOR: Facilities Department and Police Department

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and action to approve a Contract with IronHustler Excavating, Inc, in the amount of $43,675.50, for demolition of the Police Training Facility Lodge, as requested by the Facilities Department and the Police Department.

RECOMMENDED MOTION: The proposed Contract be approved.

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

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

BACKGROUND: The Police Department is charged with maintaining evidence from major cases for a significant period of time, and in some cases indefinitely. The current space used for long-term storage has been exhausted. The lodge at the Police training facility fell into disrepair for several years and has not been used for some time. Re-purposing the lodge into a long-term storage facility will resolve the storage issue in an expeditious and cost-efficient manner.

Converting the lodge into storage has some challenges. The roof and exterior walls of the lodge were damaged by raccoons and other varmints which allowed rain and snow into the building. As a result, mold and mildew developed throughout the entire building. The roof was replaced in 2014, but damage by weather and varmints continued to the point that the building is no longer useable. Despite the severe damage, an estimate to completely gut the interior, make repairs to the exterior walls and re-side the exterior with varmint-resistant siding was obtained. An estimate to demolish the building and replace it with a new storage facility was also obtained. The estimated costs for both options were very similar. Since the costs were comparable and additional expense would be required to convert the existing building into a storage facility, the demolition and replacement option was pursued.

The subject contract involves demolition of the existing building, while saving and protecting the existing foundation and floor slab so that a new building can be constructed. The Police Training Facility Lodge Demolition Bid #2020-23 was released on February 12, 2020. Four bids, which are shown in the following table, were received.

VENDOR	LOCATION	TOTAL BID
IronHustler Excavating, Inc.	Peoria, IL	$43,675.50
Stark Excavating, Inc.	Bloomington, IL	$46,750.00
Berner Excavating	Bloomington, IL	$51,700.00

Dore & Associates	Bay City, MI	$105,600.00

A full bid tabulation and local preference evaluation are attached. It should be noted this bid was subject to the City's Local Preference Policy. Even after reductions under the Policy for the two local bidders, the Poilcy did not affect the outcome and IronHustler Excavating, Inc. submitted the lowest overall bid. Staff recommends awarding the contract to IronHustler Excavating, Inc.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: This bid was advertised in The Pantagraph on February 12, 2020.

FINANCIAL IMPACT: The contract, if approved, will be for $43,675.50. The Police Department has included $125,000.00 in the FY 2020 Budget within the Drug Enforcement-Building account (20900900-72520-33000). Stakeholders can locate this in the FY 2020 Budget Book titled "Other Funds & Capital Improvement" on pages 15, 241, 262-264.

COMMUNITY DEVELOPMENT IMPACT: N/A

Respectfully submitted for Council consideration.

Prepared by: Russel Waller, Director of Facility Management

Reviewed by:

Russel Waller, Director of Facility Management 3/4/2020

Carla Murillo, Procurement Manager 3/6/2020

Chris Tomerlin, Budget Manager 3/6/2020

Jeffrey R. Jurgens, Corporation Counsel 3/17/2020

Tara Henry, Legislative Assistant 3/18/2020

Recommended by:

Tim Gleason, City Manager

Attachments:

- PD 2B Lodge Demo_Bid Tab
- PD 2C Lodge Demo_Bid Eval
- PD 2D Lodge Demo_Contract_redacted

City of Bloomington, Illinois
Police Training Facility Lodge Demolition
Bid 2020-23
BID TAB

			IRONHUSTLER EXCAVATING	STARK EXCAVATING	BERNER EXCAVATING	DORE & ASSOCIATES
Base Bid 1 Items (See Plans & Specifications)		**Units**	**Bid Price**	**Bid Price**	**Bid Price**	**Bid Price**
1	Tree Removal (Removal of trees, bushes and other vegetation as indicated in the specifications)	LS	$ 679.00	$ 2,500.00	$ 1,000.00	$ 7,500.00
2	Demolition (Removal & disposal of building and all other items as indicated in the specifications)	LS	$ 36,486.00	$ 36,000.00	$ 45,000.00	$ 82,700.00
3	Site Restoration (Grading, topsoil, seeding and other restoration items indicated in the specifications)	LS	$ 2,540.00	$ 4,000.00	$ 1,000.00	$ 5,800.00
		Subtotal	$ 39,705.00	$ 42,500.00	$ 47,000.00	$ 96,000.00
		Contingency (10% of Subtotal)	$ 3,970.50	$ 4,250.00	$ 4,700.00	$ 9,600.00
		Total Bid	$ 43,675.50	$ 46,750.00	$ 51,700.00	$ 105,600.00

City of Bloomington, Illinois
Police Training Facility Lodge Demolition
Bid 2020-23
BID EVALUATION

			IRONHUSTLER EXCAVATING	STARK EXCAVATING	BERNER EXCAVATING	DORE & ASSOCIATES
Base Bid 1 Items (See Plans & Specifications)		**Units**	**Bid Price**	**Bid Price**	**Bid Price**	**Bid Price**
1	Tree Removal (Removal of trees, bushes and other vegetation as indicated in the specifications)	LS	$ 679.00	$ 2,500.00	$ 1,000.00	$ 7,500.00
2	Demolition (Removal & disposal of building and all other items as indicated in the specifications)	LS	$ 36,486.00	$ 36,000.00	$ 45,000.00	$ 82,700.00
3	Site Restoration (Grading, topsoil, seeding and other restoration items indicated in the specifications)	LS	$ 2,540.00	$ 4,000.00	$ 1,000.00	$ 5,800.00
		Subtotal	$ 39,705.00	$ 42,500.00	$ 47,000.00	$ 96,000.00
		Contingency (10% of Subtotal)	$ 3,970.50	$ 4,250.00	$ 4,700.00	$ 9,600.00
		Total Bid	$ 43,675.50	$ 46,750.00	$ 51,700.00	$ 105,600.00
		Local Preference Reduction	$ -	$ 2,337.50	$ 2,068.00	$ -
		Adjusted Total Bid (Evaluation Purposes Only)	$ 43,675.50	$ 44,412.50	$ 49,632.00	$ 105,600.00

CITY OF BLOOMINGTON
CONTRACT WITH
IRONHUSTLER EXCAVATING, INC.
FOR
POLICE TRAINING FACILITY LODGE DEMOLITION

THIS AGREEMENT, dated this 23rd day of MARCH, 2020, is between the City of Bloomington (hereinafter "CITY") and IRONHUSTLER EXCAVATING, INC. (hereinafter "CONTRACTOR").

NOW THEREFORE, the parties agree as follows:

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

Section 2. **Incorporation of Bid/RFP/RFQ & Proposal Terms / Prevailing Wage.** This work was subject to the following procurement initiative by the CITY: Police Training Facility Lodge Demolition (Bid 2020-23) (hereinafter "Request")

Accordingly, the provisions of the Request and the proposal submitted by CONTRACTOR (hereinafter collectively referred to as "Procurement Documents" and attached as Exhibit A), shall be incorporated into this Contract and made a part thereof and shall be considered additional contractual requirements that must be met by CONTRACTOR. In the event of a direct conflict between the provisions of this contract and the incorporated documents, the provisions of this contract shall apply. This contract calls for the construction of a "public work," within the meaning ofthe Illinois Prevailing Wage Act, 820 ILCS 130/.01 et seq. ("the Act"). The Act requires contractors and subcontractors to pay laborers, workers and mechanics performing services on public works projects no less than the current "prevailing rate of wages" (hourly cash wages plus amount for fringe benefits) in the county where the work is performed. The Department publishes the prevailing wage rates on its website. The Department revises the prevailing wage rates and the contractor/subcontractor has an obligation to check the Department's web site for revisions to prevailing wage rates. For information regarding current prevailing wage rates, please refer to the Illinois Department of Labor's website. All contractors and subcontractors rendering services under this contract must comply with all requirements of the Act, including but not limited to, all wage requirements and notice and record keeping duties.

Section 3. **Description of Services.** CONTRACTOR shall provide the services/work identified in the Procurement Documents, and specifically as follows: Demolition of the Bloomington Police Department Training Facility Lodge in accordance with BID 2020-23.

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 up to the Contract amount of $ 43,675.50.

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

IRONHUSTLER EXCAVATING, INC.

By: [redacted]

Its President

By: [redacted]

Its Office Mgr.

CONSENT AGENDA ITEM NO. 7.K

FOR COUNCIL: March 26, 2020

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 Chemical Systems Improvements Design, in the amount not to exceed $199,700, 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 Chemical Systems Improvements Design, in the amount not to exceed $199,700. The proposed Water Treatment Plant Chemical Systems Improvements Design will provide an upgrade to the ammonia storage and feed system and a chlorine gas scrubber at the Water Treatment Plant to address the deficiencies in life safety, water quality integrity, and reliability. The present ammonia system requires frequent manual adjustment of the feed rate throughout the day and includes no emergency ventilation system in the event of a leak of the anhydrous ammonia gas. The present chlorine system doesn't include a gas scrubber. The proposed chlorine gas scrubber will provide for emergency neutralization of chlorine gas in the event of a leak and provide protection to plant staff and the public. These deficiencies were determined with the condition assessment phase of the current Water Division Infrastructure Master Planning. Addressing these issues that stem from the age, outdated design, and deferred maintenance will allow the plant operators to better supervise and control the chemical inventories and feed rates and bring the facilities into compliance with current regulations.

Through Resolution 2019-34, the City Council approved a list of prequalified vendors for Architectural and Engineering Services. Resolution 2019-34 established eight (8) categories of services and identified qualified vendors to provide services in each category. City staff reviewed the eight (8) engineering firms under the potable water category, which is the key design service of the project as described above, and determined CDM Smith to be the most qualified firm to do the work. Based on CDM Smith's selection under RFQ #2019-34 and their experience in potable water work, CDM Smith was asked to submit a proposal for scope and fees associated with the Water Treatment Plant Chemical Systems Improvements Design. The vendor chosen for this project utilized a qualification-based selection process and therefore, the City's local preference policy does not apply.

CDM Smith's proposed Scope of Services and Professional Services Contract fees are not to

exceed $199,700. For this specific project, as outlined above, CDM Smith was deemed to be the most qualified and best fit for the work out of the pre-qualified engineering firms.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: If approved, $199,700 will be paid out of the Water Purification-Architectural & Engineering Services for Construction account (50100130-70051). $200,000 was included for this work in the FY 2020 Budget. Stakeholders can locate this in the FY 2020 Budget Book titled "Other Funds & Capital Improvement" on pages 120, 242, 292, 327, and 328.

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: Kevin Whitehouse, Superintedent of Water Purification

Reviewed by:

Kevin Kothe, City Engineer 3/10/2020

Carla Murillo, Procurement Manager 3/11/2020

Chris Tomerlin, Budget Manager 3/11/2020

Jeffrey R. Jurgens, Corporation Counsel 3/15/2020

Tara Henry, Legislative Assistant 3/19/2020

Recommended by:

Tim Gleason, City Manager

Attachments:

- PW 9B Contract_WTP Chemical Systems Improvements Design 03232020_redacted

CITY OF BLOOMINGTON CONTRACT WITH
CDM Smith Inc.
FOR PROFESSIONAL SERVICES FOR
Multi Year Professional Architectural & Engineering Services

THIS AGREEMENT, dated this _____ day of _____, 2020, 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.

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

☐ From two (2) 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

ATTEST:

By: _____
City Clerk

CDM Smith Inc.

By: [redacted]
Its Vice President

AMROU ATASSI, Vice President

By: [redacted]
Its Project Manager

EXHIBIT A
SCOPE OF SERVICES / WORK PROVIDED

See below.

CDM Smith
125 South Wacker Drive, Suite 700
Chicago, IL 60606
tel: 312-346-5000

Scope of Work, Schedule, and Fee
Water Treatment Plant – Chemical Systems Improvements

CDM Smith's scope of work for the Water Treatment Plant – Chemical Systems Improvements project is divided into the following three (3) main tasks. Final designs for each task will be combined and incorporated into one design document for bidding and construction. The associated fee is attached in Exhibit 1.

Task 1: Project Management and Activities

Task 2: Chlorine Scrubber Evaluation and Design

Task 3: Ammonia System Evaluation and Design

CDM Smith will complete the following tasks:

Task 1: Project Management and Activities

CDM Smith will complete the following under this task number:

- Hold kick-off meeting with the City to review project tasks, goals, City expectations, and project schedule.
- Continually assess the expectations of the City and manage the scope, schedule, and budget to meet these expectations.
- Facilitate communications between Project Stakeholders.
- Coordinate and manage the activities of Project Team members.
- Implement internal Technical Review Committee review of project components.
- Prepare monthly status reports of Project progress, expenditures to date, cost-to-budget information, and submit in conjunction with monthly service invoice.
- Prepare appropriate meeting materials as necessary to support meetings and document the results in the form of meeting summaries.
- Immediately advise the City project team when established project expectations cannot be met.
- Plan, schedule, facilitate, and document the results of monthly status conference calls / virtual meetings with the City.
- Assistance with IEPA construction permit preparation and coordination.
- Assistance with bid phase support to respond to questions submitted to CDM Smith by the City's procurement staff which will handle all other areas of the bid phase process including any additional meetings.

Quality Assurance/Quality Control:

- CDM Smith will utilize its Firmwide Quality Manual which all CDM Smith employees receive training and utilize during the report and design stages of a project. As part of this process, work product that is intended to be submitted to the City will be reviewed for quality assurance prior to each submittal. This pertains to draft documentation as well as final versions. The City has indicated that they want each document reviewed for technical

clarity, completeness, correctness, and coordination with the contract requirements and other information developed for the project.

Deliverables:

- Monthly Progress Report and Service Invoices, including Scope, Schedule, and Cost-to-Budget Updates
- Meeting Summaries

In-Person Meetings:

- Kickoff Meeting with City Staff
- One status review meeting with City Staff

Task 2: Chlorine Scrubber Evaluation and Design

The City desires to add a new dry media-type emergency chlorine gas scrubber to be located outside of the new treatment plant near the existing chlorine room. CDM Smith's scope includes the following services:

- Preparation of basis of design memorandum (design memorandum) for the chlorine scrubber system. The design memorandum will review scrubber capacity, HVAC duct and venting requirements, electrical and I&C system requirements.
- The design memorandum will include an evaluation of the feasibility of the proposed location for the scrubber and, if needed, a recommendation for alternate location. The design memorandum will include an evaluation of the electrical power needed for the proposed scrubber and associated equipment and the available circuit(s) and capacity. The memorandum will also include recommendations for additional study or design to address improvements to the electrical capacity, if needed.
- The design memorandum will be reviewed with the City prior to proceeding with detailed design. The memorandum will also include review of local and national regulatory requirements pertaining to chlorine scrubbers and effluent air flow/quality requirements.
- Preparation of plans and specifications for the new chlorine scrubber system. This includes mechanical and electrical plans of the proposed system.
- Review and assessment of construction staging requirements to maintain operation.
- Review of potential conflicts within the existing chlorine room.

- Electrical, structural, civil, instrumentation and controls (I&C), and HVAC design.
- Preparation of an opinion of probable construction cost.
- CDM Smith will provide the City with electronic copies of the 60% and 100% plans and specifications.

CDM Smith's scope of work is dependent on the following assumptions:

- The new chlorine scrubber will be located on a new concrete pad outside the existing chlorine room and will vent scrubbed air to the atmosphere. No new structures are anticipated to be required.
- The existing heating and normal ventilation systems serving the chlorine storage room and application room are adequate, and no work regarding those systems are included in the scope (3AHU-5, 3EF-3, 3EF-4, and hydronic unit heaters). The only existing systems included in the scope are the removal of exhaust fans 3EF-7 and 3EF-8 and their associated intake air louvers and ductwork.
- The existing emergency showers serving the chlorine storage room and application room are adequate, and no work regarding those systems are included in the scope. No new additional emergency fixtures are included in the scope.
- CDM Smith anticipates the City will use their contracted I&C system integrator for any required programming. CDM Smith will specify devices and associated wiring
- Existing power supply and capacity is available and adequate for the new chlorine scrubber, and there is a spare circuit breaker or adequate provisions for a new circuit breaker to serve the new chlorine scrubber.
- Scope of work does not include any lighting or fire alarm system
- Construction phase services are not included in this scope.
- Assume the chlorine gas alarm panel and sensors exist and do not need to be replaced.
- No site survey or building permits required.
- City will retain their own geotechnical engineer to perform at least one (1) geotechnical soil boring to obtain geotechnical information at the approximate location requested by CDM Smith. The reason for this request is that the new scrubber is intended to be placed adjacent to the existing plant building which is supported by grade beams and piles. This

configuration indicates the surrounding soils may not have enough strength to support the weight of the scrubber. It is further assumed that the soils do not require an evaluation for environmental concerns.

Task 3: Ammonia System Evaluation and Design

The ammonia system evaluation and design will include a preliminary memorandum developing an understanding of the type, capacity, reliability, performance, and features of different proposed ammonia feed system equipment options. The scope of preparation of the design memorandum will include discussions with Public Works Water Division staff to develop their preferences for the type, capacity, reliability, performance, and features of the proposed ammonia feed system and components.

CDM Smith anticipates the following three options to be evaluated:

- Convert system to aqueous ammonia;
- Maintain existing ammonia gaseous system, but move the controls and feed equipment inside the Plant; and
- Maintain the existing ammonia gaseous system but replace the controls with an outdoor unit complete with an overhead canopy for cover.

Following approval of the final system, CDM Smith will perform the following:

- Preparation of basis of design memorandum for the ammonia system. The design memorandum will review the following three options noted above:
- The basis of design memorandum will also include any HVAC duct and venting requirements, electrical, structural and I&C system requirements. This memorandum will be reviewed with the City prior to proceeding with detailed design. The memorandum will also include review of local and national regulatory requirements pertaining to ammonia systems.
- Preparation of plans and specifications for the new system. This includes mechanical, electrical, and structural plans of the proposed system.
- Review and assessment of construction staging requirements to maintain operation.
- Review of potential conflicts if it is selected to install the system inside of the water treatment plan.
- Electrical, structural, civil, I&C and HVAC design.

- Preparation of an opinion of probable construction cost of the final selected option.
- CDM Smith will provide the City with electronic copies of the 60% and 100% plans and specifications.

CDM Smith's scope of work is dependent on the following assumptions:

- Existing power supply and capacity is available and adequate for the new ammonia system, including any required heat tracing for exterior equipment.
- The new system will not be enclosed in a space and will not require heating or ventilation.
- A new emergency shower on a new tepid water system with water heater will not be needed.
- Construction phase services are not included in this scope.
- No site survey, geotechnical borings, or building permits required.

Schedules

CDM Smith anticipates the following schedule for this project:

- Anticipate completing the basis of design memorandum and 30% design details for Tasks 2 and 3 within three months of the kickoff meeting and site visit.
- Anticipate completing 90% detailed design within three months after receiving comments from the City to the basis of design memorandum and 30% design detail submittal.
- Anticipate completing the 100% (bid documents) within one month after receiving comments from the City to the 90% design.
- We anticipate the final bid documents being completed by January 2021 assuming a notice to proceed by early March 2020.

EXHIBIT B
PAYMENT TERMS

Cost for all employee compensation, overhead, and expenses, plus fixed fee of $19,460.00, with total compensation not to exceed $199,700.00 as detailed in the attached Exhibit 1.

Exhibit 1
CDM Smith, Inc
CITY OF BLOOMINGTON
CHEMICAL FEED SYSTEMS

TASK NO.	Project Tasks		PROJECT DIRECTOR	QAQC/TECHNICAL REVIEW	PROJECT MANAGER	PROJECT ENGINEER	SENIOR ELECTRICAL ENGINEER	ELECTRICAL ENGINEER	I&C ENGINEER	STRUCTURAL/ ARCHITECTURAL ENGINEER	HVAC ENGINEER	PROCESS DRAFTING	ADMIN	Total Hours	Subtotal: CDM Smith Labor Cost	Other Direct Costs	TASK TOTAL
	Raw Rate		$79 /HR.	$82 /HR.	$63 /HR.	$40 /HR.	$72 /HR.	$41 /HR.	$67 /HR.	$62 /HR.	$52 /HR.	$40 /HR.	$33 /HR.				
	Federally Audited Overhead Rate	1.7432	$137.09	$143.64	$109.53	$69.73	$125.68	$71.82	$116.71	$107.73	$89.77	$69.73	$57.53				
	Profit/Fixed Fee	11%	$23.73	$24.86	$18.96	$12.07	$21.76	$12.43	$20.20	$18.65	$15.54	$12.07	$9.96				
	2020 Loaded Billing Rate		$239 /HR.	$251 /HR.	$191 /HR.	$122 /HR.	$220 /HR.	$125 /HR.	$204 /HR.	$188 /HR.	$157 /HR.	$122 /HR.	$100 /HR.				
1.0	**PROJECT MANAGEMENT AND MEETINGS**																
	Project setup		-	-	16	-	-	-	-	-	-	-	8	24	$3,865		$3,900
	Project Management, Administration, and Coordination		-	8	24	8	-	-	-	0	-	-	4	44	$7,975	$800	$8,800
	Meetings with Bloomington (Kickoff & 60% Review)		8	-	16	8	8		8	16	8	-	4	76	$14,006	$800	$14,800
	Total: Meetings and Project Management Activities		8	8	56	16	8	0	8	16	8	0	16	144	$25,800	$1,600	$27,500
2.0	**CHLORINE SCRUBBER EVALUATION AND DESIGN**																$0.00
	Basis of Design Memorandum		2	3	8	40	4		4	16	12			89	$14,220	$1,000	$15,200
	Plans and Specifications (60% and 100% submittals)		4	6	16	80	32	48	32	20	180	40	4	462	$72,103		$72,100
	Limited Bid Phase Services				2	2	1			2	8			15	$2,477		$2,500
			6	9	26	122	37	48	36	38	200	40	4	566	$88,800	$1,000	$89,800
3.0	**AMMONIA SYSTEM EVALUATION AND DESIGN**																
	Basis of Design Memorandum/Evaluation of Alts		2	4	12	40	4		2	16	12			92	$14,829	$720	$15,500
	Plans and Specifications (60% and 100% submittals)		2	6	16	40	40	62	16	72	12	40	4	310	$50,443		$50,400
	Limited Bid Phase Services				2	2	1		1	2	8			16	$2,681		$2,700
	Total: Ammonia System Evaluation and Design		4	10	30	82	45	62	19	90	32	40	4	418	$68,000	$700	$68,600
NA	**OTHER DESIGN SERVICES**																
	IEPA Permit		1		2	8				0			2	13	$1,797		$1,800
	Technical Review & QAQC			16									2	18	$4,215		$4,200
	Cost Estimates			2	12	8		2	2	16	2			44	$7,755		$7,800
	Total: Other Design Services		1	18	14	16	0	2	2	16	2	0	4	75	$13,768		$13,800
Project Totals			19	45	126	236	90	112	65	160	242	80	28	1203	$196,368	$3,300	**$199,700**

Other Direct Costs or ODCs include travel cost, copies, fedex, etc.

Illinois Department of Transportation
2300 South Dirksen Parkway / Springfield, Illinois / 62764

October 1, 2019

Subject: PRELIMINARY ENGINEERING
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

CITY OF Bloomington ILLINOIS

CONSENT AGENDA ITEM NO. 7.L

FOR COUNCIL: March 26, 2020

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 - Corrosion Control Treatment Study, in the amount not to exceed $169,630, 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 - Corrosion Control Treatment Study, in the amount not to exceed $169,630. The proposed Water Treatment Plant - Corrosion Control Treatment Study will provide essential next-steps prior to the design of modifications to the Water Treatment Plant to allow utilization of the proposed groundwater source of supply.

The Public Works Department is currently planning for the development of a groundwater supply to supplement the existing surface water supplies in the event of diminished supply due to drought or high nitrate levels in the present surface water supplies. The St. Peter Aquifer is proposed as the additional source of supply and two production-scale test wells have been constructed. Initial water quality analysis from these test wells indicate that the blended water will have a substantial increase in levels of sodium, chloride, and sulfate above the levels in the current finished water. In drinking water systems, these three constituents are known to play a significant role in the corrosion of galvanized-iron, lead, and copper service lines and cast-iron water mains. The draft Water Infrastructure Master Plan includes a recommendation for combining groundwater with surface water at a ratio needed to supplement the water supply. This blend of finished water may become corrosive unless treatment for corrosion control is increased.

The focus of this proposed Corrosion Control Treatment Study is to determine the scope and cost of the improvements to facilities and changes to operations that will be needed to maintain the City's current water quality and regulatory compliance. In addition, the information from this study will be submitted to the Illinois Environmental Protection Agency when the City requests an operating permit to incorporate the well water into our source water supply.

Through Resolution 2019-34, the City Council approved a list of prequalified vendors for Architectural and Engineering Services. Resolution 2019-34 established eight (8) categories

of services and identified qualified vendors to provide services in each category. City staff reviewed the eight (8) engineering firms under the potable water category, which is the key design service of the project as described above and determined CDM Smith to be the most qualified firm to do the work. Based on CDM Smith's selection under RFQ #2019-34 and their experience in potable water work, CDM Smith was asked to submit a proposal for scope and fees associated with the Water Treatment Plant - Corrosion Control Treatment Study. The vendor chosen for this project utilized a qualifications-based selection process and therefore, the City's local preference policy does not apply.

CDM Smith's proposed Scope of Services and Professional Services Contract fees are not to exceed $169,630. For this specific project, as outlined above, CDM Smith was deemed to be the most qualified and best fit for the work out of the pre-qualified engineering firms.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: If approved, $169,630 will be paid out of the Water Purification-Architectural & Engineering Services for Construction account (50100130-70051). The FY 2020 Budget includes $150,000 for the Water Treatment Plant Modifications - Groundwater - Design. Of this budget amount, $49,840 is recommended by staff for the Water Treatment Plant Radium Waste Feasibility Study and the remaining $100,160 is proposed for this Water Treatment Plant - Corrosion Control Treatment Study. If this item is approved, the additional $69,470 will be transferred from the Water Administration - Architectural & Engineering Services for Construction account (50100110-70051) to the Water Purification-Architectural & Engineering Services for Construction account (50100130-70051). Stakeholders can locate these budgeted amounts in the FY 2020 Budget Book titled "Other Funds & Capital Improvement" on pages 120, 242, 291, 305, and 306.

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: Kevin Whitehouse, Superintedent of Water Purification

Reviewed by:

Kevin Kothe, City Engineer 3/10/2020

Carla Murillo, Procurement Manager 3/11/2020

Chris Tomerlin, Budget Manager 3/12/2020

Jeffrey R. Jurgens, Corporation Counsel 3/15/2020

Tara Henry, Legislative Assistant 3/19/2020

Recommended by:

Tim Gleason, City Manager

Attachments:

- PW 10B Contract_Corrosion Control Treatment Study 03232020_redacted

CITY OF BLOOMINGTON CONTRACT WITH
CDM Smith Inc.
FOR PROFESSIONAL SERVICES FOR
Multi Year Professional Architectural & Engineering Services

THIS AGREEMENT, dated this _____ day of _____, 2020, 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.

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

☐ From two (2) 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

ATTEST:

By: _____
City Clerk

CDM Smith Inc.

By: [redacted]
Its Vice President

AMROU ATTBSI, VICE PRESIDENT

By: [redacted]
Its Project Manager.

EXHIBIT A
SCOPE OF SERVICES / WORK PROVIDED

SEE BELOW

City of Bloomington
Corrosion Control Treatment Study
Scope of Work, Fee, and Schedule

Revised February 17, 2020

Project Background and Goals

The City of Bloomington Public Water Supply is currently planning for the development of a groundwater supply to supplement the existing surface water supplies in the event of diminished supply due to drought or high nitrate levels in the surface water. Currently, the St. Peter Aquifer is proposed as the additional source of supply and two production-scale test wells have been constructed. Initial water quality analysis from these wells indicates that the blended water will have a substantial increase in levels of sodium, chloride, and sulfate above the levels in the current finished water. These three constituents are known to play a significant role in the corrosion of pipe materials in drinking water systems. The City of Bloomington Water Infrastructure Master Plan recommends combining 36-percent groundwater with surface water prior to treatment. At this blend ratio, the finished water quality is anticipated to become corrosive unless treatment for corrosion control is increased. The focus of this study is the scope and cost of the improvements to facilities and changes to operations that will be required by the corrosion control treatment improvements needed to maintain the City's current water quality and regulatory compliance.

Scope of Work

CDM Smith's scope of work for the Corrosion Control Treatment Study (CCT Study) is described herein. The scope of work is broken into seven main tasks.

Task 1: Kickoff Workshop and Data Collection

CDM Smith will conduct a Project Kickoff Workshop to discuss the following items:

- Setting goals
- Finalizing critical success factors
- Clarifying responsibilities
- Anticipating project challenges and managing risks

Prior to the kickoff meeting, CDM Smith will prepare a data collection memorandum that outlines the data and information request to effectively complete the Corrosion Control Study.

Task 1 Deliverable(s):

- Kickoff meeting agenda and minutes
- Data Collection Memorandum (submitted before kickoff meeting)

Task 2: Review Existing Data and Operations

The purpose of this task is to collect and review historic water quality data, reports, and other relevant materials. Once the information requested in Task 1 is provided by the City of Bloomington (Bloomington), CDM Smith will review to determine how it will be used in each of the subsequent tasks. Specific items to collect and review include:

- Plant operation data, including chemical addition and water quality targets
- Finished water quality data
- Well water quality data
- Distribution system water quality data in the system, including chlorine residual, phosphate residual, pH, alkalinity, chloride, sulfate, aluminum, iron, and other metal data
- LCR data for last three rounds of sampling
- Available lead profile data at any homes
- Other relevant water quality data information

As part of this task, CDM Smith will identify any data gaps requiring additional sampling to develop an understanding of existing water quality in the service area.

Lead profile data collected or available for Bloomington customer systems can provide an indication of the effectiveness of the existing corrosion control program. Historical LCR compliance data will not provide actual results from the lead pipe that otherwise can be gained from lead profile results. CDM Smith will review historic Bloomington data and provide recommendations for additional sampling if needed.

Regulatory Review

As part of this task, CDM Smith will coordinate with IEPA early and throughout this study on the following items to ensure that IEPA approves of the approach and procedures:

- Corrosion control testing plan, including conditions, duration, etc.
- Lead pipe harvesting protocol and procedure
- Draft corrosion control optimization study

Task 2 Deliverable(s):

- Summary of existing water quality data and analysis of LCR data
- Summary memorandum summarizing current and potential future EPA and IEPA regulations
- Meeting summary for communications with IEPA

Task 3: Desktop Evaluation of Existing and Blended Water Corrosivity

WaterPro and RTW modeling software will be used to assess the corrosivity of different groundwater blending scenarios relative to the existing finished and distribution system water quality. Bloomington's existing finished water will be modeled to establish baseline values for corrosion indices, such as Larson Ratio, Langelier Saturation Index, Ryznar Index, Calcium Carbonate Precipitation Potential, etc. as well as theoretical lead and copper solubilities. Blended water quality can be predicted in WaterPro. The same

corrosion indices and theoretical lead and copper solubilities will be determined for various blend ratios and compared to that of the existing finished water quality. This will provide a preliminary assessment of blending options and will help narrow down on conditions to be tested in the pipe loop study.

Task 3 Deliverable(s):

- Memo summarizing the modeled corrosion indices and theoretical lead and copper solubilities of the existing finished water and various groundwater blend ratios

This task can provide valuable information as to the potential impact of a change in water chemistry and to pre-screen potential alternatives to be used in the pipe loop study.

At the end of Task 3 and following review of the scale analysis of an existing pipe coupon (discussion later in this Scope of Work), CDM Smith and the City will reassess the strategy for pipe loops. Coupon bench scale testing may be an in interim step to minimize the need to test multiple options in a pipe loop study.

Task 4: Develop Corrosion Control Testing Plan

CDM Smith will meet with Bloomington staff to discuss testing protocol and the number of pipe loops needed to meet all testing objectives. A testing plan and protocol will be developed for review with Bloomington and IEPA. Based on our initial review, we propose the test conditions outlined below to be discussed with Bloomington and IEPA. Given the cost and duration of pipe loop studies, it is important to screen the alternatives as much as possible.

CONDITION	VALUE
Pipe Loop Quantity and Location	Total of Four Pipe loops at WTP- Baseline, Blended Water Sources with no Inhibitor, Blended Source with pH and alkalinity adjustment; Blended Source with Phosphate Corrosion Inhibitor (initial dose of 1.0 and adjustment to 3.0).
Pipe Loop Materials	Harvested lead
Stagnation and Water Use Patterns	System is adjustable, but the initial proposal is to provide 0.5 hours of flow/7.5 hours of stagnation in three eight-hour cycles per day.

The testing protocol/plan will include developing methods for obtaining source(s) of water for the pipe loops and proper methods of disposal of the waste water from the pipe loops. The final testing plan will be as approved by the City and IEPA.

Task 4 Deliverable(s):

- Pipe loop testing plan and protocol
- Meeting (and minutes) with Bloomington
- Meeting (and minutes) with Bloomington and IEPA

Task 5 Pipe Loop Concept Design and Installation

CDM Smith will develop Pipe loop design documents based on test conditions and available locations. CDM Smith will work with Bloomington to determine the best location(s) for pipe loop construction. CDM

Smith will work with Bloomington staff to determine the desired outcomes based on test considerations and site-specific considerations as listed below:

Pipe Loop Design Considerations:

- Control System: The control system allows the automated start and stop of the flow to mimic household water use. Control panel sets the on and off time for the flow through the pipe loop, and can also be used to control chemical addition.
- Replicate Results: Multiple replicate lines are located on a single pipe loop. Each replicate will have its own flow control.
- Chemical Addition: Injection ports are included in the pipe loop for chemical addition.
- Periodic Scale Analysis: Lead segments will be included that can be removed during the experiment for scale analysis without interrupting the study.
- Sample Collection Methods: The pipe loop will include sufficient air entry points and isolation valves to sample either by gravity or while the pipe loop is flowing water.
- Multiple Sample Taps: Samples taps will be included to sample the influent to individual legs of the pipe loop; sample the influent before and after chemical addition; and sample between lead pipe segments.
- Maintenance with Minimum Interruption: Slip connectors can be used around major components to make replacing parts easier and less disruptive. Spare parts for key components can be kept on-site for rapid replacement.
- Valve Tags: Valves will be tagged so that operating and sampling instructions can clearly identify which valves should be opened and closed.
- Containment: Pipe loops and their associated chemical systems will be located with containment in the event of spills or breaks.

Site-Specific Considerations

- Space Constraints: The pipe loop height and width will be designed to accommodate site location and access restrictions.
- Source Water Protection: The water connection will have either a back flow preventor or an air gap to ensure there is no backflow to the source water. Containment will be set up around the pipe loop for pipe loop locations over sensitive water supplies.
- Accessible Layout: Water and drain lines will be located to ensure that no tripping hazards are created. Sample taps will be located where the samplers can easily access them.
- Adapting to Water Supply: Pumps can be installed to push the water through the pipe loops in locations where the source water has insufficient pressure. Water storage tanks can be used upstream of the pipe loops if the water supply is unreliable or additional time is needed for chemical mixing.
- Pipe Loop Portability: Pipe loops can be designed to be wheeled around and/or moved by a crane.
- Corrosive Resistant Materials: Pipe supports will have corrosive-resistant coating to withstand the environment.

The Pipe Loop design will include schematics, operations and maintenance information, operating procedures, and a pipe loop sampling plan for use by Bloomington. Construction of the pipe loops and

harvesting of lead service lines will be by the City. Pipe loop design documents that are developed in this task will include a provisional pipe loop operational plan that will be revised as needed in Task 6 after completion of the pipe loops.

Harvesting Lead Service Lines

CDM Smith will develop a lead pipe harvesting protocol. Our experience has shown that the effectiveness of a pipe loop experiment depends on the care and attention exercised in protecting scales on harvested lead pipe. Harvested pipes will need to be installed in the pipe loop system for immediate conditioning.

CDM Smith recommends that AWWA and EPA guidance be followed before, during and after the removal of the service line. As such, these homes be provided with a filter and a flushing procedure following the disruption from service line removal.

Pipe Scale Analysis

CDM Smith will collect up to four coupons for scale analysis, including lead pipe and galvanized pipe (if available) that have been harvested. In addition, pipe coupons or segments on the pipe loop systems will be removed after 6 months of testing and at the end of the testing period to evaluate the new scale.

The budget includes an allowance for scale analysis to be used throughout the study. Coupons would be preserved and sent to a specialty lab for analysis.

Task 5 Deliverable(s):

- Pipe loop design documents
- Pipe loop O&M data, and operating procedure
- Pipe loop sampling plan
- Lead pipe harvesting protocol
- Scale analysis testing plan and procedure
- Summary of scale analysis on different coupons tested

Task 6: Pipe Loop Operation and Data Analysis

After the pipe loops are built by Bloomington, CDM Smith and Bloomington will develop a pipe loop operational plan that will include a conditioning phase and a testing phase. CDM Smith will provide the sampling plan including parameters to be analyzed on a weekly or monthly basis. Bloomington will operate the pipe loops over the testing period. Weekly sampling will be conducted by Bloomington. CDM Smith will provide monthly review of the data and conference calls with Bloomington. It is assumed that the City will handle the operation and maintenance of the pipe loops during the course of the Study.

Task 6 Deliverable(s):

- Monthly data reviews
- Conference calls with Bloomington to discuss data and pipe loop operation

Task 7: Final Report and Recommendations

CDM Smith will prepare draft and final reports that will be discussed with Bloomington and IEPA. The reports will include statistical analysis of the data, summary of findings, and recommended next steps.

Review meetings with IEPA and Bloomington will be scheduled to address any review comments prior to finalizing the report and recommended next steps.

Task 7 Deliverable(s):

- Draft and final reports
- Meeting (and minutes) with IEPA and Bloomington

Project Management Activities and Progress Meetings/Workshops

Activities CDM Smith will complete as part of the project management task include:

Communications and Project Management Plan

Prepare a Communications and Project Management Plan to include procedures and protocols that will support effective coordination of the CDM Smith Project Team. The Project Management Plan will define the work tasks, budgets, responsibility, deliverables, and schedule milestones to effectively manage and deliver the project.

Project Team SharePoint Site

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.

Project Quality Control Plan

Prepare a Quality Control Plan and memorialize the Quality Assurance (QA) process that includes all activities to ensure 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 Bloomington and CDM Smith 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 QC reviews of all deliverables

CDM Smith will utilize its Firmwide Quality Manual which all CDM Smith employees receive training and utilize during the report and design stages of a project. As part of this process, work product that is intended to be submitted to the City will be reviewed for quality assurance prior to each submittal. This pertains to draft documentation as well as final versions. The City has indicated that they want each document reviewed for technical clarity, completeness, correctness, and coordination with the contract requirements and other information developed for the project.

Internal Coordination Meetings

Conduct internal coordination meetings with the CDM Smith Project Team to ensure effective 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.

Monthly Reporting and Project Administration

Prepare monthly status reports of project progress, expenditures to date, cost-to-budget information, and submit these reports in conjunction with monthly services invoices. The project work plan will include a schedule with specific project milestones needed to meet the requirements of this Scope of Work.

Project Schedule

The CDM Smith Project Team will develop a schedule to meet the milestones outlined in the Project Management Plan. A draft project schedule will be submitted at the Project Quality Management and Kick-off Workshop. Once the project schedule is finalized, it will be maintained throughout the project to reflect actual progress and will include any changes requested by Bloomington.

Project Workshops

Our approach and scope are built around a series of workshops associated with the project to review deliverables and address comments and concerns from IEPA and Bloomington.

Deliverable(s):

- Communication and Project Management Plan
- QC Plan
- Project schedule
- Monthly progress status reports
- Workshop minutes

Scope of Work Assumptions

- Meetings – kickoff meeting, two workshops to review testing plan and pipe loop design, Report review meeting. Conference calls to discuss the interim data can be scheduled as needed.
- One face to face meeting with IEPA in Springfield. IEPA will be invited to all above meetings at Bloomington. Conference calls with IEPA can be scheduled as needed.
- We have included an allowance of $6,000 for pipe scale analysis.
- Our fee does NOT include building or supplying the pipe loops, nor maintaining the pipe loops during the Study. This will be completed by the City of Bloomington.
- Harvesting of lead service lines and all water quality analysis and sampling with the pipe loops is assumed to be done by the City of Bloomington.
- Bloomington will provide electronic spreadsheet data of historical data and pipe loop results on a weekly basis.
- Design and implementation of recommended improvements following the study are not included.

Schedule

CDM Smith anticipates the following schedule for the project:

- Kickoff meeting, data collection/review, and desktop analysis – within 2 months from NTP.
- Pipe loop design and testing plan – within 2 months from completion and approval of desktop analysis.
- The schedule for the harvesting of lead service lines and building the pipe loops (both by City) will be developed by the City
- Daily operation of the pipe loops and weekly sampling (both by City) will be performed by the City. Results from the City should be provided to CDM Smith electronically. Spreadsheets will be updated on a weekly basis and monthly conference calls held to discuss the testing status.
- Draft report for Study – within 3 months of receiving all data from the City.

Fee

Based on the above scope of work, CDM Smith has prepared the attached Exhibit 1 fee broken by Task. This project will be billed on a time and materials basis with monthly invoices prepared to the City. The not-to-exceed for this Study is $169,630.

EXHIBIT B
PAYMENT TERMS

Cost for all employee compensation, overhead, and expenses, plus fixed fee of $15,790.00, with total compensation not to exceed $169,630.00 as detailed in the attached Exhibit 1.

Exhibit 1
CDM Smith
City of Bloomington
Corrosion Control Optimization Study

TASK NO.	STUDY PROJECT TASKS	QAQC/Technical Review	PROJECT MANAGER	SENIOR ENGINEER	PROJECT ENGINEER	GIS	JUNIOR PROJECT ENGINEER	SUPPORT STAFF	ODC's & SCALE ANALYSIS	LABOR TOTAL	TASK TOTAL
	Raw Rate	95	79	68	50	40	36	33			
	Federally Auditied Overhead Rate - 1.7432	166	137	119	87	70	63	58			
	Profit/Fixed Fee - 11%	29	24	21	15	12	11	10			
	2020 Loaded Billing Rate	$289 /HR.	$239 /HR.	$207 /HR.	$152 /HR.	$122 /HR.	$110 /HR.	$100 /HR.			
1.0	Task 1 - Kickoff Meeting and Data Collection										$10,510
	Kickoff Meeting		8		8		8	2	$300	$4,212	
	Collect and Review Existing Data and Information	2	4	2	8	8	16	4		$6,299	
2.0	Task 2 - Review DS System Data and Operation										$8,834
	Review Lead and Water Quality Data	2	4	2	8	4	8	2		$4,734	
	Identify and Coordinate Additional Field Sampling		2	2	8		8			$2,988	
	Conference Call		2	2			2			$1,112	
3.0	Task 3 - Desktop Analysis										$11,480
	Develop Desktop Model	2	4	4	4		20			$5,166	
	Evaluate Alternatives and Technical Memorandum	2	4	4	8		24	1		$6,314	
4.0	Task 4 - Corrosion Control Testing Plan										$23,237
	Develop Pipe Loop Testing Plan and Protocol	2	4	4	12		20	1		$6,484	
	Develop Concept Design for Pipe Loops	2	12	8	24		24	1		$11,494	
	Review Meeting		8		12		12	2	$500	$5,259	
5.0	Task 5 - Pipe Loop Installation and Operation Support										$22,944
	Provide Protocol for Harvesting Lead Service Lines	2	4	4	8		4	1		$4,122	
	Answer Questions as City Procures Materials and Installs Pipe Loops		8		8		16			$4,888	
	Scale Analysis (up to four by EPA or Outside Lab)	2	2	4	8		12		$6,000	$4,419	
	Review Operation of Pipe Loops and Data Collection (QTR review)		8	8	16		32		$1,200	$9,516	
6.0	Task 6 - Data Analysis and Recommendations										$37,033
	Review Weekly Data and Evaluate on Monthly Basis	8	12	8	26		104	40		$26,222	
	Monthly Meetings/Conference Calls	4	16	4	16		16	8	$500	$10,810	
7.0	Task 7 - Draft and Final Reports										$37,136
	Develop Draft Report	16	16	8	30	8	100	8		$27,424	
	Review Meeting		8		8			2	$300	$3,335	
	Final Report	4	4		8	4	16	8	$1,000	$6,378	
PM	PM Tasks and Activities (Schedule, Budget Review, Status Meetings)		24					24	$500	$8,159	$8,159
	TOTAL	48	154	64	220	24	442	104	$10,300	$159,332	**$169,630**

Other Direct Costs or ODCs include travel cost, copies, fedex, etc. An allowance of $6,000 for scale analysis is included.

Illinois Department of Transportation
2300 South Dirksen Parkway / Springfield, Illinois / 62764

October 1, 2019

Subject: PRELIMINARY ENGINEERING
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

CONSENT AGENDA ITEM NO. 7.M

FOR COUNCIL: March 26, 2020

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 Radium Waste Feasibility Study, in the amount not to exceed $49,840, 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 Radium Waste Feasibility Study, in the amount not to exceed $49,840. The proposed Water Treatment Plant Radium Waste Feasibility Study will provide essential next steps prior to the design of modifications to the Water Treatment Plant to allow utilization of the proposed groundwater source of supply.

The Public Works Department is currently planning for the development of a groundwater supply to supplement the existing surface water supplies in the event of diminished supply due to drought or high nitrate levels in the present surface water supplies. The St. Peter Aquifer is proposed as the additional source of supply and two production-scale test wells have been constructed. Initial water quality analysis from these test wells indicate that combined radium concentrations exceed regulatory standards for drinking water. The draft Water Infrastructure Master Plan includes a recommendation for combining groundwater with surface water to supplement the water supply. At the anticipated blend ratio, the combined radium concentration will be at or above the regulatory standard and the water will require treatment for reduction of radium.

The focus of this proposed Water Treatment Plant Radium Waste Feasibility Study is the scope and cost of the improvements to facilities and changes to operations that will be required to perform treatment for the reduction of the anticipated concentration of combined radium in the blended source water.

Through Resolution 2019-34, the City Council approved a list of prequalified vendors for Architectural and Engineering Services. Resolution 2019-34 established eight (8) categories of services and identified qualified vendors to provide services in each category. City staff reviewed the eight (8) engineering firms under the potable water category, which is the key design service of the project as described above and determined CDM Smith to be the most qualified firm to do the work. Based on CDM Smith's selection under RFQ #2019-34 and their

experience in potable water work, CDM Smith was asked to submit a proposal for scope and fees associated with the Water Treatment Plant Radium Waste Feasibility Study. The vendor chosen for this project utilized a qualifications-based selection process and therefore, the City's local preference policy does not apply.

CDM Smith's proposed Scope of Services and Professional Services Contract fees are not to exceed $49,840. For this specific project, as outlined above, CDM Smith was deemed to be the most qualified and best fit for the work out of the pre-qualified engineering firms.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: If approved, $49,840 will be paid out of the Water Purification-Architectural & Engineering Services for Construction account (50100130-70051). Staff initially included $150,000.00 for the proposed Water Treatment Plant Modifications - Groundwater - Design in the FY 2020 budget. Stakeholders can locate this in the FY 2020 Budget Book titled "Other Funds & Capital Improvement" on pages 120, 242, 291, 305 and 306. The balance of the budgeted funds is recommended for the Water Treatment Plant - Corrosion Control Treatment Study.

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: Kevin Whitehouse, Superintedent of Water Purification

Reviewed by:

Kevin Kothe, City Engineer 3/9/2020

Carla Murillo, Procurement Manager 3/11/2020

Chris Tomerlin, Budget Manager 3/11/2020

Jeffrey R. Jurgens, Corporation Counsel 3/15/2020

Tara Henry, Legislative Assistant 3/19/2020

Recommended by:

Tim Gleason, City Manager

Attachments:

- PW 11B Contract_Radium Waste Feasibility Study 03232020_redacted

CITY OF BLOOMINGTON CONTRACT WITH
CDM Smith Inc.
FOR PROFESSIONAL SERVICES FOR
Multi Year Professional Architectural & Engineering Services

THIS AGREEMENT, dated this ____ day of _____, 2020, 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.

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

☐ From two (2) 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.

By: [redacted]
Its Vice President

AMROV ATTEST, VICE PRESIDENT

ATTEST:

By: _____
City Clerk

By: [redacted]
Its Project Manager

EXHIBIT A
SCOPE OF SERVICES / WORK PROVIDED

CDM Smith
125 South Wacker Drive, Suite 700
Chicago, IL 60606
tel: 312-346-5000

Scope of Work, Schedule, and Fee
Water Treatment Plant
Radium Waste Feasibility Study

CDM Smith's scope of work for the Water Treatment Plant – Radium Waste Feasibility Study is divided into the following five (5) main tasks with the associated fee included in Exhibit 1:

Task 1: Project Management and Activities

Task 2: Collect and Review Data

Task 3: Regulatory Review

Task 4: Develop and Evaluate Radium Removal Alternatives

Task 5: Report and Recommendation Plan

To support the intent of this project will proceed in accordance with the framework of the following statement of purpose and general study goal (as shown in italics):

The City of Bloomington Public Water Supply is currently planning for the development of a groundwater supply to supplement the existing surface water supplies in the event of diminished supply due to drought or high nitrate levels in the surface water supplies. Currently, the St. Peter Aquifer is proposed as the additional source of supply and two production-scale test wells have been constructed. Initial water quality analysis from these test wells indicate that combined radium concentrations exceed regulatory standards for drinking water. The City of Bloomington Water Infrastructure Master Plan recommends combining 36-percent groundwater from the test wells with surface water prior to treatment. At this blend ratio, the combined radium concentration will be at or above the regulatory standard and the water will require treatment for reduction of combined radium. The focus of this study is the scope and cost of the improvements to facilities and changes to operations that will be required to perform treatment for the reduction of the anticipated concentration of combined radium in the blended source water.

CDM Smith will complete the following tasks:

Task 1: Project Management and Activities

CDM Smith will complete the following under this task number:

- Hold kick-off meeting with the City to review project tasks, goals, City expectations, and project schedule.
- Continually assess the expectations of the City and manage the scope, schedule, and budget to meet these expectations.
- Implement internal Technical Review Committee review of project components.
- Prepare monthly status reports of Project progress, expenditures to date, cost-to-budget information, and submit in conjunction with monthly service invoice.

Quality Assurance/Quality Control:

- CDM Smith will utilize its Firmwide Quality Manual which all CDM Smith employees receive training and utilize during the report and design stages of a project. As part of this process, work product that is intended to be submitted to the City will be reviewed for quality assurance prior to each submittal. This pertains to draft documentation as well as final versions. The City has indicated that they want each document reviewed for technical clarity, completeness, correctness, and coordination with the contract requirements and other information developed for the project.

Deliverables:

- Monthly Progress Report and Service Invoices (as necessary), including Scope, Schedule, and Cost-to-Budget Updates
- Meeting Summaries

In-Person Meetings:

- Kickoff Meeting with City Staff
- One status review meeting with City Staff

Task 2: Collect and Review Data

CDM Smith will evaluate available data and determine if it is sufficient to meet the intent of the scope of this study which is to evaluate the potential impact of proposed water quality, treatment, and facilities. The additional data is expected to include:

- Historical radium levels, on a monthly average basis as available, for the following: all of the deep wells; WTP discharge to sewer (if applicable); WWTP sludge, and field land applications from 5 years prior to present. Should historical data not be readily available, samples will need to be taken by City of Bloomington WTP staff (and analyzed by others where necessary) as part of this project.

- Historical flow data for the WTP including deep well, raw water, finished water, reject water sent to wastewater plant, and gallons pumped from backwash recovery basin.

- Historical water quality data from the WTP including but not limited to: uranium, gross alpha, barium, sulfate, iron (total and dissolved), phosphate, strontium, calcium, magnesium, manganese, pH, total dissolved solids (TDS), total suspended solids (TSS), alkalinity, hardness, pH, turbidity, and temperature. Data is required for the following treatment stages: deep wells, raw water (deep and surface water blend), finished water, and backwash recovery basin effluent. If this historical data is not available, samples will need to be taken by City of Bloomington WTP staff and analyzed by others where necessary.

- Historical operating information, as available, regarding operation of deep wells. This would include the frequency of well operation and gallons pumped on a monthly basis from 5 years prior to the new operations of the WTP to the present.

- CDM Smith will evaluate the available historical data and determine its sufficiency for completing the study. If it is not sufficient CDM Smith will make a recommendation, if needed, for collecting additional data to allow the study to be completed.

- Annual cost of WWTP sludge disposal

Task 3: Regulatory Review

CDM Smith will perform a regulatory review and discuss the project with the following agencies:

- IEMA
- IEPA
- Landfills

The results of the regulatory review will be incorporated in to the next task which includes radium removal alternatives.

Task 4: Develop and Evaluate Radium Removal Alternatives

CDM Smith will perform an evaluation of the facilities and operational practices for the generation, conveyance, treatment, storage, and ultimate disposal of the lime softening residuals. This evaluation will consider the existing conditions and the capital improvements and operational modifications needed to maintain regulatory compliance and financial sustainability for the alternative recommended in the Water Infrastructure Master Plan for blending up to 36-percent untreated groundwater with the existing surface water upstream of clarification and softening treatment. The evaluation will also consider and evaluate briefly the applicability of alternatives for pretreatment and parallel treatment of the proposed groundwater supply.

CDM Smith will develop a series of radium removal alternatives with the intent of reducing the total amount of radium discharged in the sludge of the WTP. These alternatives will be discussed at the project kick-off meeting, but are expected to include the following:

- Removal of radium from the deep well feed using chemical precipitation to generate solids for disposal.
- Removal of radium in brine waste via deep-well injection
- Removal from raw well water by adsorptive ion exchange/RO resulting in disposal of the Brine Waste

- Discharge to storm sewer
- Parallel and pretreatment options of the proposed groundwater supply.

CDM Smith will develop a basis of design table suitable for conceptual level cost estimation of each of the final selected alternatives. Cost estimation will be performed on a life cycle basis using goals outlined by CDM Smith and Bloomington in the kick-off meeting. CDM Smith will detail a life-cycle cost estimate for the above alternatives to be compared on a life cycle cost basis with the existing means of radium disposal. CDM Smith will then compare life-cycle cost data for each alternative with a qualitative assessment of their ability to meet the project goals of Bloomington established as part of the kickoff meeting. CDM Smith will prepare a technical memorandum that summarizes the results from the alternatives evaluation and recommends an alternative for implementation.

CDM Smith will evaluate various sludge disposal options both for the near-term pilot study for blending surface water with the deep wells. As well as long term sludge disposal options following full scale blending activities.

Task 5: Report and Recommendation Plan

As part of this task, CDM Smith will develop an overall report summarizing the results from the previous tasks as well as an implementation plan of the recommended radium removal alternative. The report will provide a rational development and recommended resolution for each of the following issues, assuming that the alternative recommended in the Water Infrastructure Master Plan is followed for blending up to 36-percent untreated groundwater with the existing surface water upstream of clarification and softening:

- What will be the scope and cost of capital improvements and operational modifications needed at the City of Bloomington water treatment plant, lime sludge lagoons, and sludge disposal to accommodate the conveyance and treatment of water containing radionuclides and the residuals generated by such treatment?
- Will the increased levels of sodium, chloride, sulfate, radionuclides, and other constituents in the groundwater change the lime sludge lagoon effluent so as to not meet water quality standards?
- What would be a typical lifetime limit for agronomic application of the lime softening sludge with the restrictions for the anticipated levels of TENORM?
- Are there any water treatment facilities in Illinois that have TENORM lime softening sludge similar to the sludge anticipated in this study that have a successful history of agronomic land application of the sludge?

The deliverable report for this study will provide a rational development and recommendation regarding the Master Plan's recommendation for the alternative of combining untreated groundwater with the surface water upstream of the inline mixer. Based on the results of the investigations for this study the following questions will be addressed:

- Does this blending alternative remain the recommended alternative?
- Is there a need for further investigation of alternate treatment technologies for the addition of the groundwater supply?
- What alternate treatment technologies are recommended for investigation?

The implementation plan will include a preliminary cost estimate and timetable for implementation of improvements.

Deliverables:

- Radium Removal Report and Recommendation

Meetings:

- Radium Removal Alternatives Review Meeting

Schedule:

- Anticipating completing the feasibility study within 6 months of the kickoff meeting.

EXHIBIT B
PAYMENT TERMS

Cost for all employee compensation, overhead, and expenses, plus fixed fee of $4,695.00, with total compensation not to exceed $49,840.00 as detailed in the attached Exhibit 1.

Exhibit 1
CDM Smith, Inc
CITY OF BLOOMINGTON
RADIUM WASTE FEASABILITY STUDY

TASK NO.	Study Tasks	PROJECT DIRECTOR	QAQC/TECHNICAL REVIEW	PROJECT MANAGER	PROJECT ENGINEER	GIS/Drafting	ADMIN	Total Hours	Subtotal: CDM Smith Labor Cost	Other Direct Costs	TASK TOTAL
	Raw Rate	$79 /HR.	$82 /HR.	$63 /HR.	$46 /HR.	$40 /HR.	$33 /HR.				
	Federally Auditied Overhead Rate 1.7432	$137	$144	$110	$80	$70	$57				
	Profit/Fixed Fee 11%	$24	$25	$19	$14	$12	$10				
	2020 Loaded Billing Rate	$239 /HR.	$251 /HR.	$191 /HR.	$140 /HR.	$122 /HR.	$100 /HR.				
1.0	**PROJECT MANAGEMENT AND MEETINGS**										
	Project setup			6			7	13	$1,850		$1,850
	Project Management, Administration, and Coordination	1	1	10			2	14	$2,604	$500	$3,100
	Meetings with Bloomington (Kickoff & Review)	8		10	6		4	28	$5,071	$1,000	$6,070
	Total: Meetings and Project Management Activities	9	1	26	6	0	13	55	$9,500	$1,500	$11,000
2.0	**COLLECT AND REVIEW DATA**										
	Data Review and Evaluation		2	4	16				$3,508		$3,510
	Sludge Disposal Review and Evaluation	2	4	8	20				$5,814		$5,810
	Total: Collect and Review Data	2	6	12	36	0	0	56	$9,300	$0	$9,300
3.0	**REGULATORY REVIEW**										
	Regulatory Review and Discussions	2	4	8	20				$5,814		$5,810
	Total: Regulatory Review	2	4	8	20	0	0	34	$5,800	$0	$5,800
4.0	**DEVELOP AND EVALUATE RADIUM REMOVAL ALTERNATIVES**										
	Alternatives Memorandum and Figures	2	4	8	50		2		$10,217		$10,220
	Total: Develop and Evaluate Radium Removal Alternatives	2	4	8	50	0	2	66	$10,200	$0	$10,200
5.0	**REPORT AND RECOMMENDATION PLAN**										
	Concept Memorandum and Figures	2	4	8	65	10	2	91	$13,536	$0	$13,540
	Total: Report and Recommendation Plan	2	4	8	65	10	2	91	$13,536		$13,540
Project Totals		17	19	62	177	10	17	302	$48,336	$1,500	**$49,840**

Other Direct Costs or ODCs include travel cost, copies, fedex, etc.

Illinois Department of Transportation
2300 South Dirksen Parkway / Springfield, Illinois / 62764

October 1, 2019

Subject: PRELIMINARY ENGINEERING
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

CONSENT AGENDA ITEM NO. 7.N

FOR COUNCIL: March 26, 2020

SPONSOR: Public Works Department

WARD IMPACTED: Ward 4, Ward 8

SUBJECT: Consideration and action to approve a Professional Services Contract with Clark Dietz, Inc., in the amount not to exceed $630,000, for professional engineering services related to Locust Colton CSO Elimination and Water Main Replacement, Phase 3, as requested by the Public Works Department.

RECOMMENDED MOTION: The proposed Contract 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 approval of a Professional Services Contract 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 3 project, in an amount not to exceed $630,000. This contract will allow the City to continue the project to eliminate CSO at Locust Street and Colton Avenue by separating sanitary sewer flow from storm water flow, as required by the Illinois Environmental Protection Agency (IEPA). The City's IEPA CSO Permit requires the City to continue to make progress toward elimination of CSO. Work performed under this contract will include $94,000 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 in 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. Staff is recommending

continuing to utilize Clark Dietz for the completion of Phase 3 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 and 2 design.

The City is in the process of obtaining an IEPA SRF Loan for funds to construct Phase 2. It is expected that SRF loan funds will be secured in July 2020, with construction of Phase 2 to commence in early spring 2021 for completion in late fall 2021. Design of Phase 3 would commence this year and work toward SRF loan funding and construction in 2022. An additional 4 future phases are planned through 2029 to completion of the CSO elimination project as required by the IEPA CSO Permit.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: A public meeting will be held as part of the IEPA loan application process.

FINANCIAL IMPACT: If approved, the not to exceed $630,000 will be paid from the following accounts:

1. Water Transmission & Distribution-Architectural & Engineering Services for Construction account (50100120-70051) for $185,000.
2. Sanitary Sewer-Architectural & Engineering Services for Construction account (51101100-70051) for $270,000.
3. Storm Water-Architectural & Engineering Services for Construction account (53103100-70051) for $175,000.

The following budget transfers would be processed to allow the payments above:

1. $27,000 would be transferred from the Water Administration-Engineering Services account (50100110-70050) to the Water Transmission & Distribution-Architectural & Engineering Services for Construction account (50100120-70051).
2. $25,000 from the Storm Water-Other Professional & Technical Services account (53103100-70220); $10,583 from the Storm Water-Grading & Seeding account (53103100-70580); $3,000 from the Storm Water-Printing & Binding account (53103100-70611); $3,000 from the Storm Water-Professional Development account (53103100-70632); $5,417 from the Storm Water-Land account (53103100-72510) for a total of $47,000 transferred to the Storm Water-Architectural & Engineering Services for Construction account (53103100-70051).

The original budget for FY 2020 for this project was $434,000. In addition to the transfers the Multi-Year Sanitary Sewer Assessment budgeted in the Sanitary Sewer Fund for $400,000 will not occur.

Stakeholders can locate this in the FY 2020 Budget Book titled "Other Funds & Capital Improvement" on pages 112, 116, 133, 139, 140, 242, 243, 290, 299, 300, 330, 340, 341, 348, 352 and 353.

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.

Respectfully submitted for Council consideration.

Prepared by: Greg Kallevig, Civil Engineer II

Reviewed by:

Kevin Kothe, City Engineer 3/10/2020

Carla Murillo, Procurement Manager 3/11/2020

Chris Tomerlin, Budget Manager 3/11/2020

Jeffrey R. Jurgens, Corporation Counsel 3/18/2020

Tara Henry, Legislative Assistant 3/19/2020

Recommended by:

Tim Gleason, City Manager

Attachments:

- PW 5B Agreement_Phase 3 Locust Colton CSO Design 2020 03 17
- PW 5C Location Map_Phase 3 Locust Colton CSO Design

PROFESSIONAL SERVICES AGREEMENT

Project Name ("Project")

Locust Street CSO Elimination & Water Main Replacement – Phase 3

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 agrees 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

By: _____

Title: _____

Date: _____

Agreed to by Clark Dietz

By: [redacted]

Title: Executive Vice President

Date: 3.17.20

PART I
SERVICES BY CLARK DIETZ

A. Project Description

Phase 3 of the Locust Street CSO Elimination & Water Main Replacement includes the design of storm and sanitary sewers within the third 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 3 project limits are shown in Exhibit A and include Taylor Street between Florence Avenue and Moore Street, Moore Street between Taylor Street and Grove Street, and Olive Street between Vale Street and Mercer Avenue. The alleys north and south of Olive Street between Vale Street and Mercer Avenue 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 ten 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 2020. Funding Nomination Forms for FY 2022 funding from the Illinois Environmental Protection Agency (IEPA) State Revolving Fund (SRF) Loan Programs should be submitted in January 2021. Availability of SRF loan funding should be determined by IEPA in July 2021. Advertisement for bids is anticipated in September/October 2021, with a bid opening anticipated in October/November 2021. Completion of the Services is anticipated in February 2022.

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.

16. This Agreement assumes that new storm sewer and pavement improvements will not be required in the alley south of Olive Street.

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

1. Provide any available construction plans for utilities, streets, subdivisions, and drainage facilities that may be pertinent to the project, including available GIS data.
2. Provide aerial files stored as TIFF images from a GIS application and the associated TFW files.
3. Provide applicable design criteria for the project.
4. Provide existing and proposed typical section information.
5. Provide pavement design information.
6. Perform advertisement for bids and electronic distribution of bid documents.
7. Perform advertisement and distribution of notice for public information meeting.
8. 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 $630,000 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.

C. Schedule of General Billing Rates

January 1, 2019

TITLE	HOURLY RATE
Principal	$240.00
Engineer 8	220.00
Engineer 7	200.00
Engineer 6	190.00
Engineer 5	170.00
Engineer 4	150.00
Engineer 3	135.00
Engineer 2	120.00
Engineer 1	110.00
Technician 6	170.00
Technician 5	145.00
Technician 4	135.00
Technician 3	115.00
Technician 2	95.00
Technician 1	90.00
Clerical	85.00

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.

D. Schedule of Project Related Expenses

January 1, 2020

Vehicles	
Autos	$65.00/day or $0.58/mile (per agreement)
Field Vehicles	$65.00/day or $0.58/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.

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 any remaining dispute by formal nonbinding mediation conducted in accordance with rules and procedures to be agreed upon by the parties.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/23/2019

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

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

PRODUCER 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 — 29459 INSURER B: HARTFORD ACCIDENT & IND CO — 22357 INSURER C: SENTINEL INS CO LTD — 11000 INSURER D: XL SPECIALTY INS CO — 37885 INSURER E: INSURER F:

COVERAGES **CERTIFICATE NUMBER:** 57620567 **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 [ ] OCCUR [X] GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [X] PRO-JECT [ ] LOC [X] OTHER:			[redacted]	11/01/19	11/01/20	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 [ ] SCHEDULED AUTOS X HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			[redacted]	11/01/19	11/01/20	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]	11/01/19	11/01/20	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [N] N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			[redacted]	11/01/19	11/01/20	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]	11/01/19	11/01/20	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 & Water Main Replacement - Phase 3

The City of Bloomington, its officers and employees are named as additional insureds as it pertains to the General Liability and Automobile Insurance policies.

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

Locust St CSO Elimination & Water Main Replacement
Phase 3 Project Limits

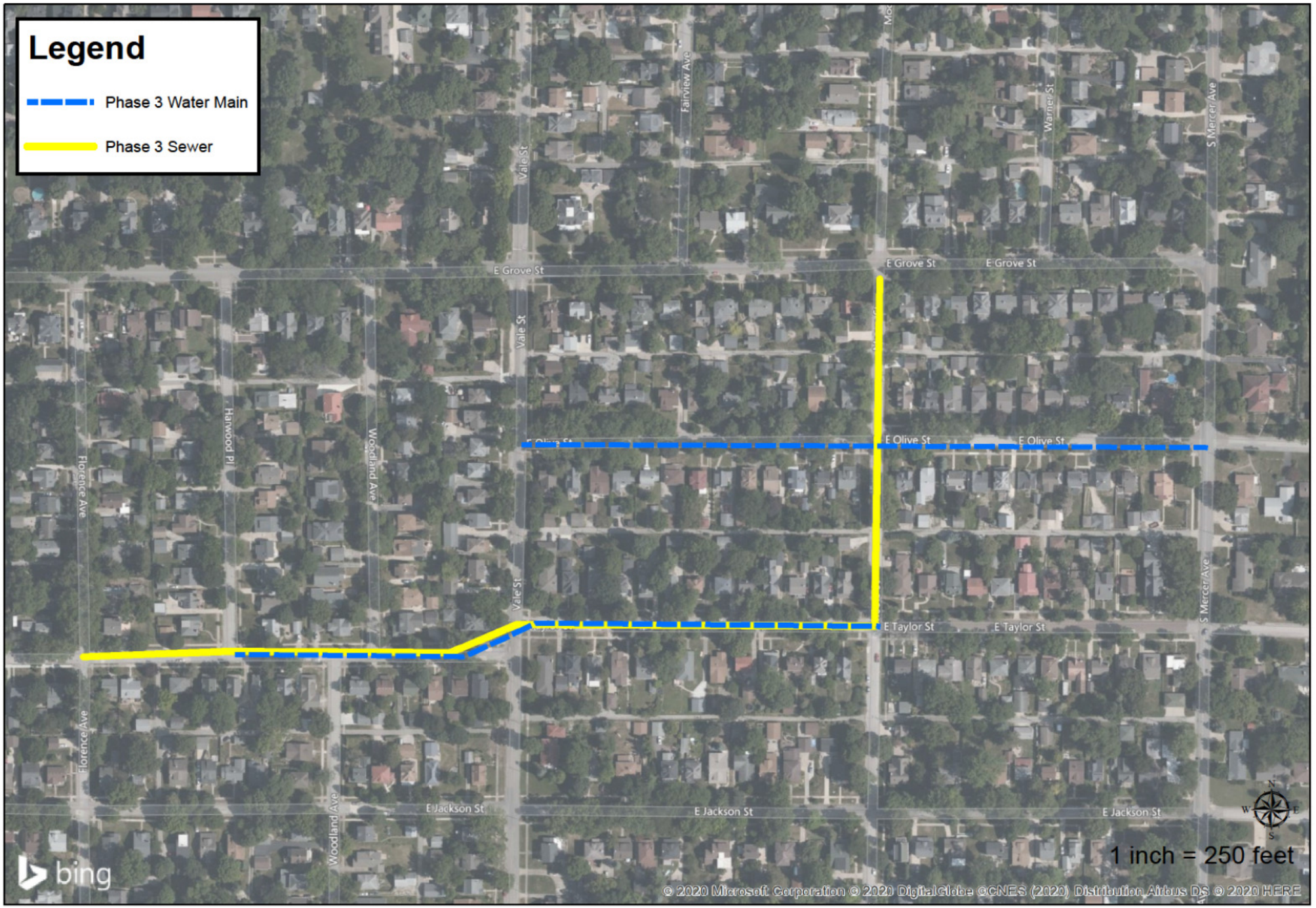

EXHIBIT B
PROJECT SCOPE

Proposal for Engineering Services
Locust Street CSO Elimination & Water Main Replacement Phase 3
City of Bloomington
Opportunity No. 130456
Project No. B0110131 & B0110132

Clark Dietz, Inc

Cost Estimate of Consultant Services

Combined Summary of Services

	LABOR HOURS	SALARY	EXPENSES	(1) OUTSIDE SERVICES	TOTAL	PERCENT OF TOTAL
CSO ELIMINATION						
Part 1. Field Survey Services.	470	$66,985.00	$2,635.00	$0.00	$69,620.00	11.05%
Part 2. Final Design and Construction Contract Documents.	1762	$263,290.00	$10,340.00	$91,000.00	$364,630.00	57.88%
Part 3. Land Acquisition Documents.	68	$10,280.00	$470.00	$0.00	$10,750.00	1.71%
CSO ELIMINATION TOTAL	**2300**	**$340,555.00**	**$13,445.00**	**$91,000.00**	**$445,000.00**	**70.63%**
WATER MAIN REPLACEMENT						
Part 1. Field Survey Services.	200	$28,585.00	$1,595.00	$0.00	$30,180.00	4.79%
Part 2. Final Design and Construction Contract Documents.	996	$148,910.00	$5,910.00	$0.00	$154,820.00	24.57%
Part 3. Land Acquisition Documents.	0	$0.00	$0.00	$0.00	$0.00	0.00%
WATER MAIN REPLACEMENT TOTAL	**1196**	**$177,495.00**	**$7,505.00**	**$0.00**	**$185,000.00**	**29.37%**
CSO ELIMINATION & WATER MAIN REPLACEMENT						
Part 1. Field Survey Services.	670	$95,570.00	$4,230.00	$0.00	$99,800.00	15.84%
Part 2. Final Design and Construction Contract Documents.	2758	$412,200.00	$16,250.00	$91,000.00	$519,450.00	82.45%
Part 3. Land Acquisition Documents.	68	$10,280.00	$470.00	$0.00	$10,750.00	1.71%
GRAND TOTAL	**3496**	**$518,050.00**	**$20,950.00**	**$91,000.00**	**$630,000.00**	**100.00%**

(1) Sewer televising to be provided by Hoerr Construction.

Proposal for Engineering Services
Locust Street CSO Elimination Phase 3
City of Bloomington
Opportunity No. 130456
Project No. B0110131

Clark Dietz, Inc

Cost Estimate of Consultant Services

CSO Elimination
Summary of Services

Project Element	LABOR HOURS	SALARY	EXPENSES	(1) OUTSIDE SERVICES	TOTAL	PERCENT OF TOTAL
Part 1. Field Survey Services.	470	$66,985.00	$2,635.00	$0.00	$69,620.00	15.64%
Part 2. Final Design and Construction Contract Documents.	1762	$263,290.00	$10,340.00	$91,000.00	$364,630.00	81.94%
Part 3. Land Acquisition Documents.	68	$10,280.00	$470.00	$0.00	$10,750.00	2.42%
GRAND TOTAL	**2300**	**$340,555.00**	**$13,445.00**	**$91,000.00**	**$445,000.00**	**100.00%**

(1) Sewer televising to be provided by Hoerr Construction.

Proposal for Engineering Services
Locust Street CSO Elimination Phase 3
City of Bloomington
Opportunity No. 130456
Project No. B0110131

Clark Dietz, Inc.
Estimated Fee Extension and Summary

Part 1 Field Survey Services

Project Element	LABOR HOURS	SALARY	EXPENSES	OUTSIDE SERVICES	TOTAL	PERCENT OF TOTAL
A. FIELD SURVEYS (SURV)	470	$66,985.00	$2,635.00	$0.00	$69,620.00	100.00%
TOTALS	470	$66,985.00	$2,635.00	$0.00	$69,620.00	100.00%

Proposal for Engineering Services
Locust Street CSO Elimination Phase 3
City of Bloomington
Opportunity No. 130456
Project No. B0110131

Clark Dietz, Inc.
Labor/Salary Worksheets

Part 1 Field Survey Services

Project Element	Project Director $190.00	Project Manager $170.00	Water/Sewer Engineer $150.00	Roadway Engineer $150.00	PLS Designer $150.00	Design Technician $135.00	Survey Technician $135.00	Clerk/ Typist $85.00	Total Hours	Total Salary
A. FIELD SURVEYS (SURV)										
1. Coordinate field survey.		2			4		3		9	$1,345.00
2. Property pin search throughout corridors.					10		10		20	$2,850.00
3. Vertical Control (set 15 TBM's).					4		4		8	$1,140.00
4. Set survey control points (56)					10		10		20	$2,850.00
5. Run level circuit through survey control and TBM's.					10		10		20	$2,850.00
6. Set/Pickup soil borings & pavement core locations for soils & pavement study.					0		0		0	$0.00
7. Pick up survey of utility facilities after locates are done.					0		0		0	$0.00
8. Topography & Cross Sections Taylor St. & Moore St. (2750' Cross Sections at 50' o.c.).					80		80		160	$22,800.00
9. Topography & Cross Sections 2 alleys (2600' Cross Sections at 50' o.c.)					36		36		72	$10,260.00
10. Structure inspections (collect inlet & manhole cuts and details. Assume 40).					22		22		44	$6,270.00
11. Download field data to office data files, edit graphics, and create TIN model.					8		18		26	$3,630.00
12. Configure existing ROW and property lines.					10		0		10	$1,500.00
13. Stake & tie proposed C.L. control points (assume 20).					10		10		20	$2,850.00
14. Site visit to take photos, prepare photo catalog & mark stations at intersections.					5		5		10	$1,425.00
15. Coordinate with designers for preparing exist. topo information and final plan information to be incorporated into the City's GIS system.				1	3		3		7	$1,005.00
16. Field data collection of sanitary sewer service connections for locations. Assumes 150 service lines to be located by televising and CDI to shoot-in markings set by televising crew. (Includes individual service line investigations for 5 locations if necessary by contacting property owners, dye testing and shooting-in lines at ROW limits and connection points to mainline sewer.)					18		26		44	$6,210.00
Total Hours Section A.	**0**	**2**	**0**	**1**	**230**	**0**	**237**	**0**	**470**	
Total Salaries Section A.	**$0.00**	**$340.00**	**$0.00**	**$150.00**	**$34,500.00**	**$0.00**	**$31,995.00**	**$0.00**		**$66,985.00**
Average Salary Section A.										**$142.52**

Note:
A6. Soil borings, pavement cores, and pavement design were removed from project scope by City.
A7. Soil borings, pavement cores, and pavement design were removed from project scope by City.
A16. Mapping to be provided by City. Televising of sewers and service lines to be provided by Hoerr Construction.

Proposal for Engineering Services
Locust Street CSO Elimination Phase 3
City of Bloomington
Opportunity No. 130456
Project No. B0110131

Clark Dietz, Inc.
Summary of Estimated Direct Expenses

Part 1 Field Survey Services

Project Element	Mileage	Reproduction	Telephone	Postage	Survey	CADD	GPS	Totals
A. FIELD SURVEYS (SURV)	$1,500.00	$100.00	$120.00	$15.00	$300.00	$450.00	$150.00	$2,635.00
TOTALS	**$1,500.00**	**$100.00**	**$120.00**	**$15.00**	**$300.00**	**$450.00**	**$150.00**	**$2,635.00**

Proposal for Engineering Services
Locust Street CSO Elimination Phase 3
City of Bloomington
Opportunity No. 130456
Project No. B0110131

Clark Dietz, Inc.
Estimated Fee Extension and Summary

Part 2 Final Design and Construction Contract Documents

Project Element	LABOR HOURS	SALARY	EXPENSES	OUTSIDE SERVICES	TOTAL	PERCENT OF TOTAL
A. DEVELOP PROJECT BASE SHEETS (PLOT)	44	$6,180.00	$420.00	$0.00	$6,600.00	1.81%
B. TYPICAL SECTION & H/V ALIGNMENT STUDIES (ALGN)	104	$16,200.00	$350.00	$0.00	$16,550.00	4.54%
C. DRAINAGE DESIGN (DRNG)	84	$11,960.00	$205.00	$0.00	$12,165.00	3.34%
D. PAVEMENT DESIGN STUDIES (PVMT)	0	$0.00	$0.00	$0.00	$0.00	0.00%
E. ROADWAY LIGHTING STUDY (RWL)	0	$0.00	$0.00	$0.00	$0.00	0.00%
F. SEWER PIPE TELEVISING REVIEW (SWR)	24	$3,120.00	$25.00	$91,000.00 (1)	$94,145.00	25.82%
G. UTILITY LOCATIONS/CONFLICTS/MITIGATION (UTIL)	96	$14,180.00	$900.00	$0.00	$15,080.00	4.14%
H. PLANS (PLAN)	884	$130,190.00	$6,525.00	$0.00	$136,715.00	37.49%
I. ESTIMATES (EST)	128	$18,980.00	$310.00	$0.00	$19,290.00	5.29%
J. SPECIAL PROVISIONS/PROPOSAL BOOKLET (SPEC)	124	$19,680.00	$260.00	$0.00	$19,940.00	5.47%
K. BIDDING ASSISTANCE (BID)	28	$4,560.00	$600.00	$0.00	$5,160.00	1.42%
L. PROJECT COORDINATION & MANAGEMENT (ADMN)	112	$18,420.00	$345.00	$0.00	$18,765.00	5.15%
SUBTOTAL ITEMS A THRU L - BASIC DESIGN SERVICES	1628	$243,470.00	$9,940.00	$91,000.00	$344,410.00	94.45%
M. PERMIT APPLICATIONS (PRMT)	22	$3,160.00	$40.00	$0.00	$3,200.00	0.88%
N. ENVIRONMENTAL CLEARANCES (ENVR)	4	$540.00	$20.00	$0.00	$560.00	0.15%
O. IEPA COORDINATION & LOAN (IEPA)	72	$10,880.00	$90.00	$0.00	$10,970.00	3.01%
P. PUBLIC INFORMATION MEETINGS (PIM)	36	$5,240.00	$250.00	$0.00	$5,490.00	1.51%
Q. CONSTRUCTION PHASE SERVICES (CON)	0	$0.00	$0.00	$0.00	$0.00	0.00%
SUBTOTAL ITEMS M THRU Q - SUPPLEMENTAL DESIGN SERVICES	134	$19,820.00	$400.00	$0.00	$20,220.00	5.55%
GRAND TOTAL ITEMS A THRU Q	1762	$263,290.00	$10,340.00	$91,000.00	$364,630.00	100.00%

(1) Sewer televising to be provided by Hoerr Construction.

Proposal for Engineering Services
Locust Street CSO Elimination Phase 3
City of Bloomington
Opportunity No. 130456
Project No. B0110131

Clark Dietz, Inc.
Labor/Salary Worksheets

Part 2 Final Design and Construction Contract Documents

Project Element	Project Director $190.00	Project Manager $170.00	Water/Sewer Engineer $150.00	Roadway Engineer $150.00	PLS Designer $150.00	Design Technician $135.00	Design Engineer $120.00	Clerk/ Typist $85.00	Total Hours	Total Salary
A. DEVELOP PROJECT BASE SHEETS (PLOT)										
1. Paving/storm sewer plan & profile sheets (Taylor/Vale, Moore, Olive) - 3800' = 9 sheets at 1"=20'.			2	2		8			12	$1,680 00
2. Paving/storm sewer plan & profile sheets (north alley) - 1400' = 3 sheets at 1"=20'.				2		4			6	$840 00
3. Paving/storm sewer plan & profile sheets (south alley) - 1400' = 0 sheets.									0	$0 00
4. Sanitary sewer plan & profile sheets - 2400' = 6 sheets at 1"=20'.			4			8			12	$1,680 00
5. Sewer lining plan sheets - 6600' = 2 overview plan sheets at 1"=40'.			2			2			4	$570 00
6. Water main plan & profile sheets - 3050' = 7 sheets at 1"=20'.									0	$0 00
7. Cross section sheets (Taylor/Vale, north alley) - 3050' = 14 sheets at 5 xs/sheet.				4		6			10	$1,410 00
Total Hours Section A.	**0**	**0**	**8**	**8**	**0**	**28**	**0**	**0**	**44**	
Total Salaries Section A.	**$0.00**	**$0.00**	**$1,200.00**	**$1,200.00**	**$0.00**	**$3,780.00**	**$0.00**	**$0.00**		**$6,180.00**
Average Salary Section A.										**$140.45**

Note:
A1. Assumes 1650' on Taylor/Vale, 750' on Moore, and 1400' on Olive.
A2. Assumes storm sewer will be required in the north alley.
A3. Assumes storm sewer will not be required in the south alley.
A4. Assumes existing sewer on Olive has storm sewer flows only.
A4. Assumes Olive is served by existing sanitary sewers in the north & south alleys and new sanitary sewer will not be required on Olive.
A4. Assumes new sanitary sewers will not be required in the north and south alleys.
A5. Double panel plan sheets for sewer lining plans were removed from project scope by City.
A7. Assumes cross sections will be provided at 50' intervals along Taylor/Vale and north alley.
A7. Assumes cross sections will not be provided on Moore, Olive, and south alley.

B. TYPICAL SECTION & H/V ALIGNMENT STUDIES (ALGN)										
1. Determine roadway design criteria.		2							2	$340 00
2. Define existing/proposed typical section elements for 4 streets and 2 alleys.									0	$0 00
3. Develop roadway H/V alignments.		8				8			16	$2,440 00
4. Develop sanitary sewer H/V alignments.		4	8	4		8			24	$3,560 00
5. Develop water main H/V alignments.									0	$0 00
6. Determine sidewalk curb ramp geometry and elevations at 8 intersections.		24		24					48	$7,680 00
7. Retaining wall/stair design at SE Taylor & Florence.		2		10					12	$1,840 00
8. Driveway design at NE Taylor & Woodland.		2							2	$340 00
Total Hours Section B.	**0**	**42**	**8**	**38**	**0**	**16**	**0**	**0**	**104**	
Total Salaries Section B.	**$0.00**	**$7,140.00**	**$1,200.00**	**$5,700.00**	**$0.00**	**$2,160.00**	**$0.00**	**$0.00**		**$16,200.00**
Average Salary Section B.										**$155.77**

Note:
B1. Applicable City and DOT criteria will be used.
B2. Typical section studies were removed from project scope by City.
B2. Existing & proposed typical section information to be provided by City.
B3. Develop existing H/V alignments for 4 streets and 2 alleys. Develop proposed profiles for Taylor/Vale and north alley.
B3. Assumes work on Moore, Olive, and south alley will be performed within limits of existing pavement and proposed profiles are not required.
B4. Assumes existing sanitary sewers to remain will be lined.
B6. Assumes proposed sidewalk curb ramps at Grove & Moore and Olive & Mercer are not required.
B7. Assumes a reinforced concrete retaining wall constructed monolithic with the proposed sidewalk.
B8. Assumes adjacent alley approach will be vacated by City.

Part 2 Final Design and Construction Contract Documents

Project Element	Project Director $190.00	Project Manager $170.00	Water/Sewer Engineer $150.00	Roadway Engineer $150.00	PLS Designer $150.00	Design Technician $135.00	Design Engineer $120.00	Clerk/ Typist $85.00	Total Hours	Total Salary
C. DRAINAGE DESIGN (DRNG)										
1. Develop storm sewer H/V alignments.		6	2			8	8		24	$3,360 00
2. Determine/quantify drainage areas and compute discharges for Taylor and alleys.		2	2				8		12	$1,600 00
3. Compute pavement ponding/inlet spacing requirements and size storm sewers for capacity along Taylor.		4	18						22	$3,380 00
4. Evaluate drainage of north & south alleys and determine improvements.		2	6				8		16	$2,200 00
5. Design sump pump drain lines on Taylor.		2	4				4		10	$1,420 00
Total Hours Section C.	**0**	**16**	**32**	**0**	**0**	**8**	**28**	**0**	**84**	
Total Salaries Section C.	**$0.00**	**$2,720.00**	**$4,800.00**	**$0.00**	**$0.00**	**$1,080.00**	**$3,360.00**	**$0.00**		**$11,960.00**
Average Salary Section C.										**$142.38**

Note:
C1. Assumes existing storm sewers to remain will be lined.
C2. Design based on 5 year design storm frequency. Analysis locations limited to Taylor from Florence to Vale and north & south alleys.
C3. Use existing inlet locations as directed by City, except for the curb & gutter replacement locations on Taylor from Florence to Vale.
C3. Assumes existing storm sewer capacities on Moore and Olive are acceptable and storm sewer sizing is not required.
C4. Assumes storm sewer will only be required in the north alley.
C5. Sump pump drain lines to be considered for the curb & gutter replacement locations on Taylor from Florence to Vale.

D. PAVEMENT DESIGN STUDIES (PVMT)										
1. Review traffic data, traffic forecasts, soil boring logs, and pavement cores.									0	$0 00
2. Develop 3 pavement design options.									0	$0 00
3. Coordinate with City for final pavement selection.									0	$0 00
Total Hours Section D.	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	
Total Salaries Section D.	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**		**$0.00**
Average Salary Section D.										**$0.00**

Note:
D. Pavement design studies were removed from project scope by City.
D. Proposed pavement design and typical section information to be provided by City.

E. ROADWAY LIGHTING STUDY (RWL)										
1. Develop design criteria.									0	$0.00
2. Perform roadway photometrics.									0	$0.00
3. Field reconnaissance and coordination with power company to determine locations for power connection.									0	$0.00
4. Determine location and dimensions of proposed light poles, wattage, and distribution of luminaires.									0	$0.00
5. Perform voltage drop calculations.									0	$0.00
Total Hours Section E.	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	
Total Salaries Section E.	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**		**$0.00**
Average Salary Section E.										**$0.00**

Note:
E. Lighting design is not required. Existing lights are leased from Ameren and will be relocated where necessary.

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Clark Dietz, Inc.
Labor/Salary Worksheets

Part 2 Final Design and Construction Contract Documents

Project Element	Project Director $190.00	Project Manager $170.00	Water/Sewer Engineer $150.00	Roadway Engineer $150.00	PLS Designer $150.00	Design Technician $135.00	Design Engineer $120.00	Clerk/ Typist $85.00	Total Hours	Total Salary
F. SEWER PIPE TELEVISING REVIEW (SWR)										
1. Review of television tapes for all sewers including lateral services, scheduling of pipe conditions, failures, and recommendations for repair or replacement.			8				16		24	$3,120 00
Total Hours Section F.	**0**	**0**	**8**	**0**	**0**	**0**	**16**	**0**	**24**	
Total Salaries Section F.	**$0.00**	**$0.00**	**$1,200.00**	**$0.00**	**$0.00**	**$0.00**	**$1,920.00**	**$0.00**		**$3,120.00**
Average Salary Section F.										**$130.00**
G. UTILITY LOCATIONS/CONFLICTS/MITIGATION (UTIL)										
1. Call for design locate. Coordinate with Utility Companies for utility mapping. Prepare database of utility owner contact information.				4					4	$600 00
2. Plot utility locations from data furnished by Utility Companies and from field survey.		4				16			20	$2,840 00
3. Coordinate with Utility Companies for verification of facility locations.				2		2			4	$570 00
4. Analyze potential conflicts. Revise designs as possible to mitigate.		1	2	5					8	$1,220 00
5. Coordinate with Utility Companies to request hard locates.		1		1					2	$320 00
6. Perform pick-up survey for utility locates (assume 2 trips).					12	12			24	$3,420 00
7. Prepare Status of Utilities to be Adjusted.				6					6	$900 00
8. Coordinate with Utility Companies for relocations of their facilities (assume 2 meetings).		6		6		6			18	$2,730 00
9. Review Utility Company relocation plans and advise the City on issuing permits.		4	2	4					10	$1,580 00
Total Hours Section G.	**0**	**16**	**4**	**28**	**12**	**36**	**0**	**0**	**96**	
Total Salaries Section G.	**$0.00**	**$2,720.00**	**$600.00**	**$4,200.00**	**$1,800.00**	**$4,860.00**	**$0.00**	**$0.00**		**$14,180.00**
Average Salary Section G.										**$147.71**

Note:
F1. Sewer televising to be provided by Hoerr Construction.

Note:
G. Utility coordination to be by phone and email.
G3. Includes preparation of topographic exhibits to be sent to each utility owner by email.
G5. Utility potholing is not included.
G8. Plans and status of utilities will be distributed by email.

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H. PLANS (PLAN)										
1. Title sheet (1 sheet).		2				2			4	$610 00
2. General notes (2 sheets).		4		2		2			8	$1,250 00
3. Highway standards and legend (1 sheet).		2				2			4	$610 00
4. Project key maps (1 sheet).				2		2			4	$570 00
5. Summary of quantities (3 sheets).		2		6		4			12	$1,780 00
6. Schedule of quantities (2 sheets).		4		6		10			20	$2,930 00
7. Existing & proposed typical sections (5 sheets).		8		12		20			40	$5,860 00
8. Horizontal alignment layout & control (2 sheets @ 1"=40').					16				16	$2,400 00
9. Stage construction & maintenance of traffic plans (10 sheets).		16		20		16			52	$7,880 00
10. Removal plans (7 DBL PNL plan sheets @ 1" = 20').		12		22		36			70	$10,200 00
11. HMA removal plans (2 sheets @ 1"=40').				8		8			16	$2,280 00
12. Paving/storm sewer plan & profile sheets (12 sheets @ 1" = 20').		40	16	44		72			172	$25,520 00
13. Sanitary sewer plan & profile sheets (6 sheets @ 1" = 20').		16	16	8		56	12		108	$15,320 00
14. Sanitary sewer details (2 sheets).			6			10			16	$2,250 00
15. Sewer lining plans (2 sheets @ 1" = 40').		4	8	4		20			36	$5,180 00
16. Water main plan & profile sheets (7 sheets @ 1" = 20').									0	$0 00
17. Water main details (1 sheet).									0	$0 00
18. Storm water pollution prevention plans (2 sheets @ 1" = 40').		4		8		12			24	$3,500.00
19. Pavement joint plans (0 sheets).									0	$0.00
20. Intersection details (4 sheets @ 1"=10').		12		28		24			64	$9,480.00
21. Pavement marking & signing plans (2 sheets @ 1" = 40').				6		10			16	$2,250.00
22. Miscellaneous details (2 sheets).		6		6		12			24	$3,540 00
23. Cross sections - Taylor/Vale and north alley (14 sheets).		24		20		48			92	$13,560 00
24. QA review of plans (90 sheets).	16								16	$3,040 00
25. Incorporate QA review comments.		2	4	4		6			16	$2,350 00
26. Submit preliminary plans to City. Incorporate review comments.		2	4	6		12			24	$3,460 00
27. Submit prefinal plans to City and EPA. Incorporate review comments.		2	4	4		6			16	$2,350 00
28. Update final plans for revisions to IDOT documents after final plans have been approved.		2	2	2		6			12	$1,750 00
29. Prepare final PDF plans for bidding.						2			2	$270 00
Total Hours Section H.	**16**	**164**	**60**	**218**	**16**	**398**	**12**	**0**	**884**	
Total Salaries Section H.	**$3,040.00**	**$27,880.00**	**$9,000.00**	**$32,700.00**	**$2,400.00**	**$53,730.00**	**$1,440.00**	**$0.00**		**$130,190.00**
Average Salary Section H.										**$147.27**

Note:
H. Assumes new storm or sanitary sewers on Taylor/Vale; new sanitary sewers on Moore; new storm sewers on north alley; storm or sanitary sewer lining on Taylor/Vale, Moore, Olive, north alley, and south alley; and new water main on Taylor/Vale and Olive.
H5. Includes separation of quantities for sewer, water, and non-eligible items.
H8. Assumes temporary easements are not required and will not be shown on the plans.
H10. Assumes roadway reconstruction on Taylor/Vale and north alley; patching, milling, and resurfacing on Moore; patching on Olive; and no pavement improvements on south alley.
H12. Assumes roadway reconstruction on Taylor/Vale and north alley; patching, milling, and resurfacing on Moore; patching on Olive; and no pavement improvements on south alley.
H12. Assumes that after reviewing sewer tapes no additional sewers or streets will have to be removed and replaced other than those identified in this project scope.
H13. Assumes sanitary sewer work on Taylor/Vale and Moore only.
H13. Assumes that after reviewing sewer tapes no additional sewers or streets will have to be removed and replaced other than those identified in this project scope.
H15. Sewer lining overview plans will include location tables for sanitary services to be abandoned, removed, or reconnected.
H15. Double panel plan sheets for sewer lining plans were removed from project scope by City.
H16. Assumes water main work on Taylor/Vale and Olive only.
H19. Notes for typical joint spacing in concrete base course will be included on proposed typical sections if necessary.
H19. Pavement joint plans were removed from project scope by City, with asphalt being their preferred pavement material.
H20. Assumes proposed sidewalk curb ramps will be required at 8 intersections.
H23. Assumes roadway reconstruction on Taylor/Vale and north alley; patching, milling, and resurfacing on Moore; patching on Olive; and no pavement improvements on south alley.
H29. Assumes electronic signatures will be used on the cover sheet.

Part 2 Final Design and Construction Contract Documents

Project Element	Project Director $190.00	Project Manager $170.00	Water/Sewer Engineer $150.00	Roadway Engineer $150.00	PLS Designer $150.00	Design Technician $135.00	Design Engineer $120.00	Clerk/ Typist $85.00	Total Hours	Total Salary
I. ESTIMATES (EST)										
1. Pay item determination & quantity calculations.		16	8	40		20	20		104	$15,020 00
2. Estimate of construction cost.		8	4	4					16	$2,560 00
3. Estimate of construction time.		4							4	$680 00
4. QA review of estimates.	2								2	$380 00
5. Incorporate QA review comments.		2							2	$340 00
Total Hours Section I.	**2**	**30**	**12**	**44**	**0**	**20**	**20**	**0**	**128**	
Total Salaries Section I.	**$380.00**	**$5,100.00**	**$1,800.00**	**$6,600.00**	**$0.00**	**$2,700.00**	**$2,400.00**	**$0.00**		**$18,980.00**
Average Salary Section I.										**$148.28**

Note:
I1. Pay items to follow IDOT format where possible.
I1. Includes separation of quantities for sewer, water, and non-eligible items.
I2. Includes cost estimates for sewer, water, and non-eligible items.

J. SPECIAL PROVISIONS/PROPOSAL BOOKLET (SPEC)										
1. Technical specifications.		16	8	24			8		56	$8,480 00
2. Front-end documents.		24	4						28	$4,680 00
3. QA review of proposal book.	6								6	$1,140 00
4. Incorporate QA review comments.		2	1	1					4	$640 00
5. Submit preliminary proposal book to City. Incorporate review comments.		4	4	4					12	$1,880 00
6. Submit prefinal proposal book to City and IEPA. Incorporate review comments.		4	4	4					12	$1,880 00
7. Update final proposal book for revisions to IEPA/IDOT documents after final proposal book has been approved.		2	1	1					4	$640 00
8. Prepare final PDF proposal book for bidding.		2							2	$340 00
Total Hours Section J.	**6**	**54**	**22**	**34**	**0**	**0**	**8**	**0**	**124**	
Total Salaries Section J.	**$1,140.00**	**$9,180.00**	**$3,300.00**	**$5,100.00**	**$0.00**	**$0.00**	**$960.00**	**$0.00**		**$19,680.00**
Average Salary Section J.										**$158.71**

Note:
J1. Specifications to follow IDOT format where possible.
J2. IEPA front-end documents to be used.

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K. BIDDING ASSISTANCE (BID)										
1. Advertisement for bids.									0	$0 00
2. Attend prebid meeting.		2	2						4	$640 00
3. Distribution of bid documents.									0	$0 00
4. Evaluate prequalification of bidders.		1							1	$170 00
5. Address bidder questions and issue clarifications/addenda.		8	8						16	$2,560 00
6. Attend bid opening.		2							2	$340 00
7. Review bids and prepare tabulation of bids.		5							5	$850 00
Total Hours Section K.	**0**	**18**	**10**	**0**	**0**	**0**	**0**	**0**	**28**	
Total Salaries Section K.	**$0.00**	**$3,060.00**	**$1,500.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**		**$4,560.00**
Average Salary Section K.										**$162.86**

Note:
K1. Advertising to be performed by City.
K3. Online distribution of bid documents to be performed by City. Paper copies of bid documents will not be distributed.
K4. Identify bidders on DOT List of Prequalified Firms and report to City.

L. PROJECT COORDINATION & MANAGEMENT (ADMN)										
1. Organization and setup of project work plan and files.	2	10						2	14	$2,250 00
1. Design team kickoff meeting at Clark Dietz.	2	4	2	2	2	2	2		16	$2,470 00
1. Subconsultant coordination and invoice reviews.		16							16	$2,720 00
2. Project review meetings (6 meetings with City).		12	12	12					36	$5,640 00
3. Preparation of meeting minutes.		6							6	$1,020 00
4. General project administration (12 months).	12	12							24	$4,320 00
Total Hours Section L.	**16**	**60**	**14**	**14**	**2**	**2**	**2**	**2**	**112**	
Total Salaries Section L.	**$3,040.00**	**$10,200.00**	**$2,100.00**	**$2,100.00**	**$300.00**	**$270.00**	**$240.00**	**$170.00**		**$18,420.00**
Average Salary Section L.										**$164.46**

BASIC DESIGN SERVICES - ITEMS A THRU L										
SUBTOTAL HOURS - ITEMS A THRU L	**40**	**400**	**178**	**384**	**30**	**508**	**86**	**2**	**1628**	
SUBTOTAL SALARIES - ITEMS A THRU L	**$7,600.00**	**$68,000.00**	**$26,700.00**	**$57,600.00**	**$4,500.00**	**$68,580.00**	**$10,320.00**	**$170.00**		**$243,470.00**
SUBTOTAL AVERAGE SALARY - ITEMS A THRU L										**$149.55**

Part 2 Final Design and Construction Contract Documents

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M. PERMIT APPLICATIONS (PRMT)										
1. NPDES permit, form BDE 2342 (include in proposal book).		8					4		12	$1,840 00
2. Prepare & submit sanitary sewer permit application to IEPA.			4				6		10	$1,320 00
3. Prepare & submit water main permit application to IEPA.									0	$0 00
Total Hours Section M.	**0**	**8**	**4**	**0**	**0**	**0**	**10**	**0**	**22**	
Total Salaries Section M.	**$0.00**	**$1,360.00**	**$600.00**	**$0.00**	**$0.00**	**$0.00**	**$1,200.00**	**$0.00**		**$3,160.00**
Average Salary Section M.										**$143.64**

Note:
M. Assumes COE and IDNR permits will not be required.

N. ENVIRONMENTAL CLEARANCES (ENVR)										
1. ECOCAT submittal.			1				1		2	$270 00
2. IHPA submittal.			1				1		2	$270 00
3. Special waste screening.									0	$0 00
Total Hours Section N.	**0**	**0**	**2**	**0**	**0**	**0**	**2**	**0**	**4**	
Total Salaries Section N.	**$0.00**	**$0.00**	**$300.00**	**$0.00**	**$0.00**	**$0.00**	**$240.00**	**$0.00**		**$540.00**
Average Salary Section N.										**$135.00**

Note:
N1. Assumes no biological or wetland issues and no required remediation.
N2. Assumes no cultural or historic issues and no required remediation.
N3. Assumes no right-of-way acquisition and no special waste screening.

O. IEPA COORDINATION & LOAN (IEPA)										
1. Prepare facilities plan amendment.			4				6		10	$1,320 00
2. Submit facilities plan amendment to City and IEPA for review and address comments.			2				2		4	$540 00
3. Applications and coordination for securing project funding from EPA.	8	10	8				12		38	$5,860 00
4. Develop and submit loan repayment plan to City and IEPA.	4	6	6				4		20	$3,160 00
Total Hours Section O.	**12**	**16**	**20**	**0**	**0**	**0**	**24**	**0**	**72**	
Total Salaries Section O.	**$2,280.00**	**$2,720.00**	**$3,000.00**	**$0.00**	**$0.00**	**$0.00**	**$2,880.00**	**$0.00**		**$10,880.00**
Average Salary Section O.										**$151.11**

Note:
O. Assumes CSO elimination facilities plan for Phases 2, 3, and 4 was approved by IEPA during Phase 2 and an amendment to facilities plan is required.

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P. PUBLIC INFORMATION MEETINGS (PIM)										
1. Facility arrangement.		1							1	$170 00
2. Exhibit preparation.		1	4	4		4		1	14	$1,995 00
3. Prepare informational handout.		1	2	2				1	6	$855 00
4. Prepare public notice.		1							1	$170 00
5. Meeting setup & attendance for 1 meeting.		2	2	2					6	$940 00
6. Meeting minutes; summary of comments & responses.		2	2	2				2	8	$1,110 00
Total Hours Section P.	**0**	**8**	**10**	**10**	**0**	**4**	**0**	**4**	**36**	
Total Salaries Section P.	**$0.00**	**$1,360.00**	**$1,500.00**	**$1,500.00**	**$0.00**	**$540.00**	**$0.00**	**$340.00**		**$5,240.00**
Average Salary Section P.										**$145.56**

Note:
P1. Facility costs to be paid by City.
P4. City to send public notice to residents near project limits and other interested persons. Public notice advertising costs to be paid by City.

Q. CONSTRUCTION PHASE SERVICES (CON)										
1. Scope of services will be determined prior to the start of construction.									0	$0 00
Total Hours Section Q.	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	
Total Salaries Section Q.	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**		**$0.00**
Average Salary Section Q.										**$0.00**
SUPPLEMENTAL DESIGN SERVICES - ITEMS M THRU Q										
SUBTOTAL HOURS - ITEMS M THRU Q	**12**	**32**	**36**	**10**	**0**	**4**	**36**	**4**	**134**	
SUBTOTAL SALARIES - ITEMS M THRU Q	**$2,280.00**	**$5,440.00**	**$5,400.00**	**$1,500.00**	**$0.00**	**$540.00**	**$4,320.00**	**$340.00**		**$19,820.00**
SUBTOTAL AVERAGE SALARY - ITEMS M THRU Q										**$147.91**
GRAND TOTAL HOURS - ITEMS A THRU Q	**52**	**432**	**214**	**394**	**30**	**512**	**122**	**6**	**1762**	
GRAND TOTAL SALARIES - ITEMS A THRU Q	**$9,880.00**	**$73,440.00**	**$32,100.00**	**$59,100.00**	**$4,500.00**	**$69,120.00**	**$14,640.00**	**$510.00**		**$263,290.00**
GRAND TOTAL AVERAGE SALARY - ITEMS A THRU Q										**$149.43**

Proposal for Engineering Services
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Clark Dietz, Inc.
Summary of Estimated Direct Expenses

Part 2 Final Design and Construction Contract Documents

Project Element		Mileage	Meals	Reproduction	Telephone	Postage	Supplies	CADD	Totals
A.	DEVELOP PROJECT BASE SHEETS (PLOT)	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$420.00	$420.00
B.	TYPICAL SECTION & H/V ALIGNMENT STUDIES (ALGN)	$0.00	$0.00	$25.00	$25.00	$0.00	$0.00	$300.00	$350.00
C.	DRAINAGE DESIGN (DRNG)	$0.00	$0.00	$25.00	$0.00	$0.00	$0.00	$180.00	$205.00
D.	PAVEMENT DESIGN STUDIES (PVMT)	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
E.	ROADWAY LIGHTING STUDY (RWL)	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
F.	SEWER PIPE TELEVISING REVIEW (SWR)	$0.00	$0.00	$25.00	$0.00	$0.00	$0.00	$0.00	$25.00
G.	UTILITY LOCATIONS/CONFLICTS/MITIGATION (UTIL)	$300.00	$0.00	$250.00	$25.00	$25.00	$0.00	$300.00	$900.00
H.	PLANS (PLAN)	$0.00	$0.00	$450.00	$25.00	$50.00	$0.00	$6,000.00	$6,525.00
I.	ESTIMATES (EST)	$0.00	$0.00	$10.00	$0.00	$0.00	$0.00	$300.00	$310.00
J.	SPECIAL PROVISIONS/PROPOSAL BOOKLET (SPEC)	$0.00	$0.00	$250.00	$10.00	$0.00	$0.00	$0.00	$260.00
K.	BIDDING ASSISTANCE (BID)	$80.00	$0.00	$450.00	$20.00	$50.00	$0.00	$0.00	$600.00
L.	PROJECT COORDINATION & MANAGEMENT (ADMN)	$240.00	$0.00	$25.00	$50.00	$30.00	$0.00	$0.00	$345.00
M.	PERMIT APPLICATION (PRMT)	$0.00	$0.00	$25.00	$0.00	$15.00	$0.00	$0.00	$40.00
N.	ENVIRONMENTAL CLEARANCES (ENVR)	$0.00	$0.00	$5.00	$0.00	$15.00	$0.00	$0.00	$20.00
O.	IEPA COORDINATION & LOAN (IEPA)	$0.00	$0.00	$50.00	$25.00	$15.00	$0.00	$0.00	$90.00
P.	PUBLIC INFORMATION MEETINGS (PIM)	$40.00	$0.00	$50.00	$15.00	$0.00	$25.00	$120.00	$250.00
Q.	CONSTRUCTION PHASE SERVICES (CON)	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
	TOTALS	**$660.00**	**$0.00**	**$1,640.00**	**$195.00**	**$200.00**	**$25.00**	**$7,620.00**	**$10,340.00**

Proposal for Engineering Services
Locust Street CSO Elimination Phase 3
City of Bloomington
Opportunity No. 130456
Project No. B0110131

Clark Dietz, Inc.
Estimated Fee Extension and Summary

Part 3 Land Acquisition Documents

Project Element	LABOR HOURS	SALARY	EXPENSES	OUTSIDE SERVICES	TOTAL	PERCENT OF TOTAL
A. LAND ACQUISITION (ROW)	68	$10,280.00	$470.00	$0.00	$10,750.00	100.00%
TOTALS	68	$10,280.00	$470.00	$0.00	$10,750.00	100.00%

Part 3 Land Acquisition Documents

Project Element	Project Director $190.00	Project Manager $170.00	Water/Sewer Engineer $150.00	Roadway Engineer $150.00	PLS Designer $150.00	Design Technician $135.00	Survey Technician $135.00	Clerk/ Typist $85.00	Total Hours	Total Salary
A. LAND ACQUISITION (ROW)										
1. Coordinate with project manager for location of proposed easements.		2			2				4	$640 00
2. Order title letters (assume 10 TCE parcels).					2				2	$300 00
3. Obtain subdivision plats, surveys and monument records.					6				6	$900 00
4. Define proposed temporary easement lines in CADD.		2			4				6	$940 00
5. Develop base plat files (10 TCE).					20				20	$3,000 00
6. Annotate metes/bounds geometry (10 TCE).					10				10	$1,500 00
7. Annotate general information on plats (10 TCE).					10				10	$1,500 00
8. Create legal descriptions (10 TCE).					10				10	$1,500 00
9. Preliminarily stake TCE (10 parcels, 30 points with wood hubs and lath).									0	$0 00
Total Hours Section A.	**0**	**4**	**0**	**0**	**64**	**0**	**0**	**0**	**68**	
Total Salaries Section A.	**$0.00**	**$680.00**	**$0.00**	**$0.00**	**$9,600.00**	**$0.00**	**$0.00**	**$0.00**		**$10,280.00**
Average Salary Section A.										**$151.18**

Note:

A2. Title letters to be billed directly to City.
A9. Preliminary staking to be included in scope of construction phase services.

Proposal for Engineering Services
Locust Street CSO Elimination Phase 3
City of Bloomington
Opportunity No. 130456
Project No. B0110131

Clark Dietz, Inc.
Summary of Estimated Direct Expenses

Part 3 Land Acquisition Documents

Project Element	Mileage	Reproduction	Telephone	Postage	Survey	CADD	GPS	Totals
A. LAND ACQUISITION (ROW)	$120.00	$100.00	$20.00	$30.00	$0.00	$200.00	$0.00	$470 00
TOTALS	**$120.00**	**$100.00**	**$20.00**	**$30.00**	**$0.00**	**$200.00**	**$0.00**	**$470.00**

Proposal for Engineering Services
Locust Street Water Main Replacement Phase 3
City of Bloomington
Opportunity No. 130456
Project No. B0110132

Clark Dietz, Inc

Cost Estimate of Consultant Services

Water Main Replacement
Summary of Services

Project Element	LABOR HOURS	SALARY	EXPENSES	OUTSIDE SERVICES	TOTAL	PERCENT OF TOTAL
Part 1. Field Survey Services.	200	$28,585.00	$1,595.00	$0.00	$30,180.00	16.31%
Part 2. Final Design and Construction Contract Documents.	996	$148,910.00	$5,910.00	$0.00	$154,820.00	83.69%
Part 3. Land Acquisition Documents.	0	$0.00	$0.00	$0.00	$0.00	0.00%
GRAND TOTAL	**1196**	**$177,495.00**	**$7,505.00**	**$0.00**	**$185,000.00**	**100.00%**

Proposal for Engineering Services
Locust Street Water Main Replacement Phase 3
City of Bloomington
Opportunity No. 130456
Project No. B0110132

Clark Dietz, Inc.
Estimated Fee Extension and Summary

Part 1 Field Survey Services

Project Element	LABOR HOURS	SALARY	EXPENSES	OUTSIDE SERVICES	TOTAL	PERCENT OF TOTAL
A. FIELD SURVEYS (SURV)	200	$28,585.00	$1,595.00	$0.00	$30,180.00	100.00%
TOTALS	200	$28,585.00	$1,595.00	$0.00	$30,180.00	100.00%

Proposal for Engineering Services
Locust Street Water Main Replacement Phase 3
City of Bloomington
Opportunity No. 130456
Project No. B0110132

Clark Dietz, Inc.
Labor/Salary Worksheets

Part 1 Field Survey Services

Project Element	Project Director $190.00	Project Manager $170.00	Water/Sewer Engineer $150.00	Roadway Engineer $150.00	PLS Designer $150.00	Design Technician $135.00	Survey Technician $135.00	Clerk/ Typist $85.00	Total Hours	Total Salary
A. FIELD SURVEYS (SURV)										
1. Coordinate field survey.		2			3		2		7	$1,060.00
2. Property pin search throughout corridors.					6		6		12	$1,710.00
3. Vertical Control (set 15 TBM's).					4		2		6	$870.00
4. Set survey control points (56)					8		8		16	$2,280.00
5. Run level circuit through survey control and TBM's.					8		8		16	$2,280.00
6. Set/Pickup soil borings & pavement core locations for soils & pavement study.					0		0		0	$0.00
7. Pick up survey of utility facilities after locates are done.					0		0		0	$0.00
8. Topography & Cross Sections Olive St. (1550' Cross Sections at 50' o c.).					46		46		92	$13,110.00
9. Topography & Cross Sections 2 alleys (2600' Cross Sections at 50' o.c.)					0		0		0	$0.00
10 Structure inspections (collect inlet & manhole cuts and details. Assume 40).					0		0		0	$0.00
11. Download field data to office data files, edit graphics, and create TIN model.					7		13		20	$2,805.00
12. Configure existing ROW and property lines.					6		0		6	$900.00
13. Stake & tie proposed C.L. control points (assume 20).					6		6		12	$1,710.00
14. Site visit to take photos, prepare photo catalog & mark stations at intersections.					4		4		8	$1,140.00
15. Coordinate with designers for preparing exist. topo information and final plan information to be incorporated into the City's GIS system.				1	2		2		5	$720.00
16. Field data collection of sanitary sewer service connections for locations. Assumes 150 service lines to be located by televising and CDI to shoot-in markings set by televising crew. (Includes individual service line investigations for 5 locations if necessary by contacting property owners, dye testing and shooting-in lines at ROW limits and connection points to mainline sewer.)					0		0		0	$0.00
Total Hours Section A.	**0**	**2**	**0**	**1**	**100**	**0**	**97**	**0**	**200**	
Total Salaries Section A.	**$0.00**	**$340.00**	**$0.00**	**$150.00**	**$15,000.00**	**$0.00**	**$13,095.00**	**$0.00**		**$28,585.00**
Average Salary Section A.										**$142.93**

Note:
A6. Soil borings, pavement cores, and pavement design were removed from project scope by City.
A7. Soil borings, pavement cores, and pavement design were removed from project scope by City.
A16. Mapping to be provided by City. Televising of sewers and service lines to be provided by Hoerr Construction.

Proposal for Engineering Services
Locust Street Water Main Replacement Phase 3
City of Bloomington
Opportunity No. 130456
Project No. B0110132

Clark Dietz, Inc.
Summary of Estimated Direct Expenses

Part 1 Field Survey Services

Project Element	Mileage	Reproduction	Telephone	Postage	Survey	CADD	GPS	Totals
A. FIELD SURVEYS (SURV)	$1,000.00	$50.00	$75.00	$0.00	$200.00	$180.00	$90.00	$1,595.00
TOTALS	**$1,000.00**	**$50.00**	**$75.00**	**$0.00**	**$200.00**	**$180.00**	**$90.00**	**$1,595.00**

Proposal for Engineering Services
Locust Street Water Main Replacement Phase 3
City of Bloomington
Opportunity No. 130456
Project No. B0110132

Clark Dietz, Inc.
Estimated Fee Extension and Summary

Part 2 Final Design and Construction Contract Documents

Project Element	LABOR HOURS	SALARY	EXPENSES	OUTSIDE SERVICES	TOTAL	PERCENT OF TOTAL
A. DEVELOP PROJECT BASE SHEETS (PLOT)	24	$3,330.00	$240.00	$0.00	$3,570.00	2.31%
B. TYPICAL SECTION & H/V ALIGNMENT STUDIES (ALGN)	48	$7,420.00	$230.00	$0.00	$7,650.00	4.94%
C. DRAINAGE DESIGN (DRNG)	0	$0.00	$0.00	$0.00	$0.00	0.00%
D. PAVEMENT DESIGN STUDIES (PVMT)	0	$0.00	$0.00	$0.00	$0.00	0.00%
E. ROADWAY LIGHTING STUDY (RWL)	0	$0.00	$0.00	$0.00	$0.00	0.00%
F. SEWER PIPE TELEVISING REVIEW (SWR)	0	$0.00	$0.00	$0.00	$0.00	0.00%
G. UTILITY LOCATIONS/CONFLICTS/MITIGATION (UTIL)	44	$6,540.00	$395.00	$0.00	$6,935.00	4.48%
H. PLANS (PLAN)	480	$69,610.00	$3,425.00	$0.00	$73,035.00	47.17%
I. ESTIMATES (EST)	84	$12,520.00	$255.00	$0.00	$12,775.00	8.25%
J. SPECIAL PROVISIONS/PROPOSAL BOOKLET (SPEC)	104	$16,600.00	$135.00	$0.00	$16,735.00	10.81%
K. BIDDING ASSISTANCE (BID)	20	$3,280.00	$500.00	$0.00	$3,780.00	2.44%
L. PROJECT COORDINATION & MANAGEMENT (ADMN)	72	$11,870.00	$330.00	$0.00	$12,200.00	7.88%
SUBTOTAL ITEMS A THRU L - BASIC DESIGN SERVICES	876	$131,170.00	$5,510.00	$0.00	$136,680.00	88.28%
M. PERMIT APPLICATIONS (PRMT)	8	$1,080.00	$45.00	$0.00	$1,125.00	0.73%
N. ENVIRONMENTAL CLEARANCES (ENVR)	4	$540.00	$25.00	$0.00	$565.00	0.36%
O. IEPA COORDINATION & LOAN (IEPA)	72	$10,880.00	$90.00	$0.00	$10,970.00	7.09%
P. PUBLIC INFORMATION MEETINGS (PIM)	36	$5,240.00	$240.00	$0.00	$5,480.00	3.54%
Q. CONSTRUCTION PHASE SERVICES (CON)	0	$0.00	$0.00	$0.00	$0.00	0.00%
SUBTOTAL ITEMS M THRU Q - SUPPLEMENTAL DESIGN SERVICES	120	$17,740.00	$400.00	$0.00	$18,140.00	11.72%
GRAND TOTAL ITEMS A THRU Q	996	$148,910.00	$5,910.00	$0.00	$154,820.00	100.00%

Proposal for Engineering Services
Locust Street Water Main Replacement Phase 3
City of Bloomington
Opportunity No. 130456
Project No. B0110132

Clark Dietz, Inc.
Labor/Salary Worksheets

Part 2 Final Design and Construction Contract Documents

Project Element	Project Director $190.00	Project Manager $170.00	Water/Sewer Engineer $150.00	Roadway Engineer $150.00	PLS Designer $150.00	Design Technician $135.00	Design Engineer $120.00	Clerk/ Typist $85.00	Total Hours	Total Salary
A. DEVELOP PROJECT BASE SHEETS (PLOT)										
1. Paving/storm sewer plan & profile sheets (Taylor/Vale, Moore, Olive) - 3800' = 9 sheets at 1"=20'.			2			4			6	$840 00
2. Paving/storm sewer plan & profile sheets (north alley) - 1400' = 3 sheets at 1"=20'.									0	$0 00
3. Paving/storm sewer plan & profile sheets (south alley) - 1400' = 0 sheets.									0	$0 00
4. Sanitary sewer plan & profile sheets - 2400' = 6 sheets at 1"=20'.									0	$0 00
5. Sewer lining plan sheets - 6600' = 2 overview plan sheets at 1"=40'.									0	$0 00
6. Water main plan & profile sheets - 3050' = 7 sheets at 1"=20'.			2			12			14	$1,920 00
7. Cross section sheets (Taylor/Vale, north alley) - 3050' = 14 sheets at 5 xs/sheet.				2		2			4	$570 00
Total Hours Section A.	**0**	**0**	**4**	**2**	**0**	**18**	**0**	**0**	**24**	
Total Salaries Section A.	**$0.00**	**$0.00**	**$600.00**	**$300.00**	**$0.00**	**$2,430.00**	**$0.00**	**$0.00**		**$3,330.00**
Average Salary Section A.										**$138.75**

Note:
A1. Assumes 1650' on Taylor/Vale, 750' on Moore, and 1400' on Olive.
A2. Assumes storm sewer will be required in the north alley.
A3. Assumes storm sewer will not be required in the south alley.
A4. Assumes existing sewer on Olive has storm sewer flows only.
A4. Assumes Olive is served by existing sanitary sewers in the north & south alleys and new sanitary sewer will not be required on Olive.
A4. Assumes new sanitary sewers will not be required in the north and south alleys.
A5. Double panel plan sheets for sewer lining plans were removed from project scope by City.
A7. Assumes cross sections will be provided at 50' intervals along Taylor/Vale and north alley.
A7. Assumes cross sections will not be provided on Moore, Olive, and south alley.

B. TYPICAL SECTION & H/V ALIGNMENT STUDIES (ALGN)										
1. Determine roadway design criteria.		2							2	$340 00
2. Define existing/proposed typical section elements for 4 streets and 2 alleys.									0	$0 00
3. Develop roadway H/V alignments.		4				4			8	$1,220 00
4. Develop sanitary sewer H/V alignments.									0	$0 00
5. Develop water main H/V alignments.		2	6			8			16	$2,320 00
6. Determine sidewalk curb ramp geometry and elevations at 8 intersections.		8		8					16	$2,560 00
7. Retaining wall/stair design at SE Taylor & Florence.		2		2					4	$640 00
8. Driveway design at NE Taylor & Woodland.		2							2	$340 00
Total Hours Section B.	**0**	**20**	**6**	**10**	**0**	**12**	**0**	**0**	**48**	
Total Salaries Section B.	**$0.00**	**$3,400.00**	**$900.00**	**$1,500.00**	**$0.00**	**$1,620.00**	**$0.00**	**$0.00**		**$7,420.00**
Average Salary Section B.										**$154.58**

Note:
B1. Applicable City and DOT criteria will be used.
B2. Typical section studies were removed from project scope by City.
B2. Existing & proposed typical section information to be provided by City.
B3. Develop existing H/V alignments for 4 streets and 2 alleys. Develop proposed profiles for Taylor/Vale and north alley.
B3. Assumes work on Moore, Olive, and south alley will be performed within limits of existing pavement and proposed profiles are not required.
B4. Assumes existing sanitary sewers to remain will be lined.
B6. Assumes proposed sidewalk curb ramps at Grove & Moore and Olive & Mercer are not required.
B7. Assumes a reinforced concrete retaining wall constructed monolithic with the proposed sidewalk.
B8. Assumes adjacent alley approach will be vacated by City.

Proposal for Engineering Services
Locust Street Water Main Replacement Phase 3
City of Bloomington
Opportunity No. 130456
Project No. B0110132

Clark Dietz, Inc.
Labor/Salary Worksheets

Part 2 Final Design and Construction Contract Documents

Project Element	Project Director $190.00	Project Manager $170.00	Water/Sewer Engineer $150.00	Roadway Engineer $150.00	PLS Designer $150.00	Design Technician $135.00	Design Engineer $120.00	Clerk/ Typist $85.00	Total Hours	Total Salary
C. DRAINAGE DESIGN (DRNG)										
1. Develop storm sewer H/V alignments.									0	$0.00
2. Determine/quantify drainage areas and compute discharges for Taylor and alleys.									0	$0.00
3. Compute pavement ponding/inlet spacing requirements and size storm sewers for capacity along Taylor.									0	$0.00
4. Evaluate drainage of north & south alleys and determine improvements.									0	$0.00
5. Design sump pump drain lines on Taylor.									0	$0.00
Total Hours Section C.	0	0	0	0	0	0	0	0	0	
Total Salaries Section C.	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00		$0.00
Average Salary Section C.										$0.00

Note:
C1. Assumes existing storm sewers to remain will be lined.
C2. Design based on 5 year design storm frequency. Analysis locations limited to Taylor from Florence to Vale and north & south alleys.
C3. Use existing inlet locations as directed by City, except for the curb & gutter replacement locations on Taylor from Florence to Vale.
C3. Assumes existing storm sewer capacities on Moore and Olive are acceptable and storm sewer sizing is not required.
C4. Assumes storm sewer will only be required in the north alley.
C5. Sump pump drain lines to be considered for the curb & gutter replacement locations on Taylor from Florence to Vale.

D. PAVEMENT DESIGN STUDIES (PVMT)										
1. Review traffic data, traffic forecasts, soil boring logs, and pavement cores.									0	$0.00
2. Develop 3 pavement design options.									0	$0.00
3. Coordinate with City for final pavement selection.									0	$0.00
Total Hours Section D.	0	0	0	0	0	0	0	0	0	
Total Salaries Section D.	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00		$0.00
Average Salary Section D.										$0.00

Note:
D. Pavement design studies were removed from project scope by City.
D. Proposed pavement design and typical section information to be provided by City.

E. ROADWAY LIGHTING STUDY (RWL)										
1. Develop design criteria.									0	$0.00
2. Perform roadway photometrics.									0	$0.00
3. Field reconnaissance and coordination with power company to determine locations for power connection.									0	$0.00
4. Determine location and dimensions of proposed light poles, wattage, and distribution of luminaires.									0	$0.00
5. Perform voltage drop calculations.									0	$0.00
Total Hours Section E.	0	0	0	0	0	0	0	0	0	
Total Salaries Section E.	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00		$0.00
Average Salary Section E.										$0.00

Note:
E. Lighting design is not required. Existing lights are leased from Ameren and will be relocated where necessary.

Project Element	Project Director $190.00	Project Manager $170.00	Water/Sewer Engineer $150.00	Roadway Engineer $150.00	PLS Designer $150.00	Design Technician $135.00	Design Engineer $120.00	Clerk/ Typist $85.00	Total Hours	Total Salary
F. SEWER PIPE TELEVISING REVIEW (SWR)										
1. Review of television tapes for all sewers including lateral services, scheduling of pipe conditions, failures, and recommendations for repair or replacement.									0	$0 00
Total Hours Section F.	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	
Total Salaries Section F.	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**		**$0.00**
Average Salary Section F.										**$0.00**
G. UTILITY LOCATIONS/CONFLICTS/MITIGATION (UTIL)										
1. Call for design locate. Coordinate with Utility Companies for utility mapping. Prepare database of utility owner contact information.				4					4	$600 00
2. Plot utility locations from data furnished by Utility Companies and from field survey.						4			4	$540 00
3. Coordinate with Utility Companies for verification of facility locations.				2		2			4	$570 00
4. Analyze potential conflicts. Revise designs as possible to mitigate.		1	2	5					8	$1,220 00
5. Coordinate with Utility Companies to request hard locates.		1		1					2	$320 00
6. Perform pick-up survey for utility locates (assume 2 trips).					4	4			8	$1,140 00
7. Prepare Status of Utilities to be Adjusted.				2					2	$300 00
8. Coordinate with Utility Companies for relocations of their facilities (assume 2 meetings).		2		2		2			6	$910 00
9. Review Utility Company relocation plans and advise the City on issuing permits.		2	2	2					6	$940 00
Total Hours Section G.	**0**	**6**	**4**	**18**	**4**	**12**	**0**	**0**	**44**	
Total Salaries Section G.	**$0.00**	**$1,020.00**	**$600.00**	**$2,700.00**	**$600.00**	**$1,620.00**	**$0.00**	**$0.00**		**$6,540.00**
Average Salary Section G.										**$148.64**

Note:
F1. Sewer televising to be provided by Hoerr Construction.

Note:
G. Utility coordination to be by phone and email.
G3. Includes preparation of topographic exhibits to be sent to each utility owner by email.
G5. Utility potholing is not included.
G8. Plans and status of utilities will be distributed by email.

Proposal for Engineering Services
Locust Street Water Main Replacement Phase 3
City of Bloomington
Opportunity No. 130456
Project No. B0110132

Clark Dietz, Inc.
Labor/Salary Worksheets

Part 2 Final Design and Construction Contract Documents

Project Element	Project Director $190.00	Project Manager $170.00	Water/Sewer Engineer $150.00	Roadway Engineer $150.00	PLS Designer $150.00	Design Technician $135.00	Design Engineer $120.00	Clerk/ Typist $85.00	Total Hours	Total Salary
H. PLANS (PLAN)										
1. Title sheet (1 sheet).		2				2			4	$610 00
2. General notes (2 sheets).		2	2			4			8	$1,180 00
3. Highway standards and legend (1 sheet).		2				2			4	$610 00
4. Project key maps (1 sheet).			2			2			4	$570 00
5. Summary of quantities (3 sheets).		2	2			2			6	$910 00
6. Schedule of quantities (2 sheets).		4	4			8			16	$2,360 00
7. Existing & proposed typical sections (5 sheets).		4		4		12			20	$2,900 00
8. Horizontal alignment layout & control (2 sheets @ 1"=40').					12				12	$1,800 00
9. Stage construction & maintenance of traffic plans (10 sheets).		8		12		8			28	$4,240 00
10. Removal plans (7 DBL PNL plan sheets @ 1" = 20').		4		16		22			42	$6,050 00
11. HMA removal plans (2 sheets @ 1"=40').									0	$0 00
12. Paving/storm sewer plan & profile sheets (12 sheets @ 1" = 20').		16	4	20		40			80	$11,720 00
13. Sanitary sewer plan & profile sheets (6 sheets @ 1" = 20').									0	$0 00
14. Sanitary sewer details (2 sheets).									0	$0 00
15. Sewer lining plans (2 sheets @ 1" = 40').									0	$0 00
16. Water main plan & profile sheets (7 sheets @ 1" = 20').		6	10			70	12		98	$13,410 00
17. Water main details (1 sheet).			2			8			10	$1,380 00
18. Storm water pollution prevention plans (2 sheets @ 1" = 40').									0	$0 00
19. Pavement joint plans (0 sheets).									0	$0 00
20. Intersection details (4 sheets @ 1"=10').		8		12		12			32	$4,780.00
21. Pavement marking & signing plans (2 sheets @ 1" = 40').				2		6			8	$1,110.00
22. Miscellaneous details (2 sheets).		2		2		4			8	$1,180.00
23. Cross sections - Taylor/Vale and north alley (14 sheets).		8		8		32			48	$6,880 00
24. QA review of plans (90 sheets).	8								8	$1,520 00
25. Incorporate QA review comments.		2	2			4			8	$1,180 00
26. Submit preliminary plans to City. Incorporate review comments.		2	2	2		14			20	$2,830 00
27. Submit prefinal plans to City and EPA. Incorporate review comments.		2	2	2		2			8	$1,210 00
28. Update final plans for revisions to IDOT documents after final plans have been approved.		2		2		2			6	$910 00
29. Prepare final PDF plans for bidding.						2			2	$270 00
Total Hours Section H.	**8**	**76**	**32**	**82**	**12**	**258**	**12**	**0**	**480**	
Total Salaries Section H.	**$1,520.00**	**$12,920.00**	**$4,800.00**	**$12,300.00**	**$1,800.00**	**$34,830.00**	**$1,440.00**	**$0.00**		**$69,610.00**
Average Salary Section H.										**$145.02**

Note:
H. Assumes new storm or sanitary sewers on Taylor/Vale; new sanitary sewers on Moore; new storm sewers on north alley; storm or sanitary sewer lining on Taylor/Vale, Moore, Olive, north alley, and south alley; and new water main on Taylor/Vale and Olive.
H5. Includes separation of quantities for sewer, water, and non-eligible items.
H8. Assumes temporary easements are not required and will not be shown on the plans.
H10. Assumes roadway reconstruction on Taylor/Vale and north alley; patching, milling, and resurfacing on Moore; patching on Olive; and no pavement improvements on south alley.
H12. Assumes roadway reconstruction on Taylor/Vale and north alley; patching, milling, and resurfacing on Moore; patching on Olive; and no pavement improvements on south alley.
H12. Assumes that after reviewing sewer tapes no additional sewers or streets will have to be removed and replaced other than those identified in this project scope.
H13. Assumes sanitary sewer work on Taylor/Vale and Moore only.
H13. Assumes that after reviewing sewer tapes no additional sewers or streets will have to be removed and replaced other than those identified in this project scope.
H15. Sewer lining overview plans will include location tables for sanitary services to be abandoned, removed, or reconnected.
H15. Double panel plan sheets for sewer lining plans were removed from project scope by City.
H16. Assumes water main work on Taylor/Vale and Olive only.
H19. Notes for typical joint spacing in concrete base course will be included on proposed typical sections if necessary.
H19. Pavement joint plans were removed from project scope by City, with asphalt being their preferred pavement material.
H20. Assumes proposed sidewalk curb ramps will be required at 8 intersections.
H23. Assumes roadway reconstruction on Taylor/Vale and north alley; patching, milling, and resurfacing on Moore; patching on Olive; and no pavement improvements on south alley.
H29. Assumes electronic signatures will be used on the cover sheet.

Proposal for Engineering Services
Locust Street Water Main Replacement Phase 3
City of Bloomington
Opportunity No. 130456
Project No. B0110132

Clark Dietz, Inc.
Labor/Salary Worksheets

Part 2 Final Design and Construction Contract Documents

Project Element	Project Director $190.00	Project Manager $170.00	Water/Sewer Engineer $150.00	Roadway Engineer $150.00	PLS Designer $150.00	Design Technician $135.00	Design Engineer $120.00	Clerk/ Typist $85.00	Total Hours	Total Salary
I. ESTIMATES (EST)										
1. Pay item determination & quantity calculations.		8	4	20		16	12		60	$8,560 00
2. Estimate of construction cost.		8	4	4					16	$2,560 00
3. Estimate of construction time.		4							4	$680 00
4. QA review of estimates.	2								2	$380 00
5. Incorporate QA review comments.		2							2	$340 00
Total Hours Section I.	**2**	**22**	**8**	**24**	**0**	**16**	**12**	**0**	**84**	
Total Salaries Section I.	**$380.00**	**$3,740.00**	**$1,200.00**	**$3,600.00**	**$0.00**	**$2,160.00**	**$1,440.00**	**$0.00**		**$12,520.00**
Average Salary Section I.										**$149.05**

Note:
I1. Pay items to follow IDOT format where possible.
I1. Includes separation of quantities for sewer, water, and non-eligible items.
I2. Includes cost estimates for sewer, water, and non-eligible items.

J. SPECIAL PROVISIONS/PROPOSAL BOOKLET (SPEC)										
1. Technical specifications.		12	6	10			8		36	$5,400 00
2. Front-end documents.		24	4						28	$4,680 00
3. QA review of proposal book.	6								6	$1,140 00
4. Incorporate QA review comments.		2	1	1					4	$640 00
5. Submit preliminary proposal book to City. Incorporate review comments.		4	4	4					12	$1,880 00
6. Submit prefinal proposal book to City and IEPA. Incorporate review comments.		4	4	4					12	$1,880 00
7. Update final proposal book for revisions to IEPA/IDOT documents after final proposal book has been approved.		2	1	1					4	$640 00
8. Prepare final PDF proposal book for bidding.		2							2	$340 00
Total Hours Section J.	**6**	**50**	**20**	**20**	**0**	**0**	**8**	**0**	**104**	
Total Salaries Section J.	**$1,140.00**	**$8,500.00**	**$3,000.00**	**$3,000.00**	**$0.00**	**$0.00**	**$960.00**	**$0.00**		**$16,600.00**
Average Salary Section J.										**$159.62**

Note:
J1. Specifications to follow IDOT format where possible.
J2. IEPA front-end documents to be used.

Proposal for Engineering Services
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Project Element	Project Director $190.00	Project Manager $170.00	Water/Sewer Engineer $150.00	Roadway Engineer $150.00	PLS Designer $150.00	Design Technician $135.00	Design Engineer $120.00	Clerk/ Typist $85.00	Total Hours	Total Salary
K. BIDDING ASSISTANCE (BID)										
1. Advertisement for bids.									0	$0 00
2. Attend prebid meeting.		2	2						4	$640 00
3. Distribution of bid documents.									0	$0 00
4. Evaluate prequalification of bidders.		1							1	$170 00
5. Address bidder questions and issue clarifications/addenda.		4	4						8	$1,280 00
6. Attend bid opening.		2							2	$340 00
7. Review bids and prepare tabulation of bids.		5							5	$850 00
Total Hours Section K.	**0**	**14**	**6**	**0**	**0**	**0**	**0**	**0**	**20**	
Total Salaries Section K.	**$0.00**	**$2,380.00**	**$900.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**		**$3,280.00**
Average Salary Section K.										**$164.00**

Note:
K1. Advertising to be performed by City.
K3. Online distribution of bid documents to be performed by City. Paper copies of bid documents will not be distributed.
K4. Identify bidders on DOT List of Prequalified Firms and report to City.

L. PROJECT COORDINATION & MANAGEMENT (ADMN)										
1. Organization and setup of project work plan and files.	2	2						2	6	$890 00
1. Design team kickoff meeting at Clark Dietz.									0	$0 00
1. Subconsultant coordination and invoice reviews.									0	$0 00
2. Project review meetings (6 meetings with City).		12	12	12					36	$5,640 00
3. Preparation of meeting minutes.		6							6	$1,020 00
4. General project administration (12 months).	12	12							24	$4,320 00
Total Hours Section L.	**14**	**32**	**12**	**12**	**0**	**0**	**0**	**2**	**72**	
Total Salaries Section L.	**$2,660.00**	**$5,440.00**	**$1,800.00**	**$1,800.00**	**$0.00**	**$0.00**	**$0.00**	**$170.00**		**$11,870.00**
Average Salary Section L.										**$164.86**

BASIC DESIGN SERVICES - ITEMS A THRU L										
SUBTOTAL HOURS - ITEMS A THRU L	**30**	**220**	**92**	**168**	**16**	**316**	**32**	**2**	**876**	
SUBTOTAL SALARIES - ITEMS A THRU L	**$5,700.00**	**$37,400.00**	**$13,800.00**	**$25,200.00**	**$2,400.00**	**$42,660.00**	**$3,840.00**	**$170.00**		**$131,170.00**
SUBTOTAL AVERAGE SALARY - ITEMS A THRU L										**$149.74**

Project Element	Project Director $190.00	Project Manager $170.00	Water/Sewer Engineer $150.00	Roadway Engineer $150.00	PLS Designer $150.00	Design Technician $135.00	Design Engineer $120.00	Clerk/ Typist $85.00	Total Hours	Total Salary
M. PERMIT APPLICATIONS (PRMT)										
1. NPDES permit, form BDE 2342 (include in proposal book).									0	$0 00
2. Prepare & submit sanitary sewer permit application to IEPA.									0	$0 00
3. Prepare & submit water main permit application to IEPA.			4				4		8	$1,080 00
Total Hours Section M.	**0**	**0**	**4**	**0**	**0**	**0**	**4**	**0**	**8**	
Total Salaries Section M.	**$0.00**	**$0.00**	**$600.00**	**$0.00**	**$0.00**	**$0.00**	**$480.00**	**$0.00**		**$1,080.00**
Average Salary Section M.										**$135.00**
Note: M. Assumes COE and IDNR permits will not be required.										
N. ENVIRONMENTAL CLEARANCES (ENVR)										
1. ECOCAT submittal.			1				1		2	$270 00
2. IHPA submittal.			1				1		2	$270 00
3. Special waste screening.									0	$0 00
Total Hours Section N.	**0**	**0**	**2**	**0**	**0**	**0**	**2**	**0**	**4**	
Total Salaries Section N.	**$0.00**	**$0.00**	**$300.00**	**$0.00**	**$0.00**	**$0.00**	**$240.00**	**$0.00**		**$540.00**
Average Salary Section N.										**$135.00**
Note: N1. Assumes no biological or wetland issues and no required remediation. N2. Assumes no cultural or historic issues and no required remediation. N3. Assumes no right-of-way acquisition and no special waste screening.										
O. IEPA COORDINATION & LOAN (IEPA)										
1. Prepare facilities plan amendment.			4				6		10	$1,320.00
2. Submit facilities plan amendment to City and IEPA for review and address comments.			2				2		4	$540 00
3. Applications and coordination for securing project funding from EPA.	8	10	8				12		38	$5,860.00
4. Develop and submit loan repayment plan to City and IEPA.	4	6	6				4		20	$3,160.00
Total Hours Section O.	**12**	**16**	**20**	**0**	**0**	**0**	**24**	**0**	**72**	
Total Salaries Section O.	**$2,280.00**	**$2,720.00**	**$3,000.00**	**$0.00**	**$0.00**	**$0.00**	**$2,880.00**	**$0.00**		**$10,880.00**
Average Salary Section O.										**$151.11**
Note: O. Assumes water main replacement facilities plan for Phases 2, 3, and 4 was approved by IEPA during Phase 2 and an amendment to facilities plan is required.										

Proposal for Engineering Services
Locust Street Water Main Replacement Phase 3
City of Bloomington
Opportunity No. 130456
Project No. B0110132

Clark Dietz, Inc.
Labor/Salary Worksheets

Part 2 Final Design and Construction Contract Documents

Project Element	Project Director $190.00	Project Manager $170.00	Water/Sewer Engineer $150.00	Roadway Engineer $150.00	PLS Designer $150.00	Design Technician $135.00	Design Engineer $120.00	Clerk/ Typist $85.00	Total Hours	Total Salary
P. PUBLIC INFORMATION MEETINGS (PIM)										
1. Facility arrangement.		1							1	$170 00
2. Exhibit preparation.		1	4	4		4		1	14	$1,995 00
3. Prepare informational handout.		1	2	2				1	6	$855 00
4. Prepare public notice.		1							1	$170 00
5. Meeting setup & attendance for 1 meeting.		2	2	2					6	$940 00
6. Meeting minutes; summary of comments & responses.		2	2	2				2	8	$1,110 00
Total Hours Section P.	**0**	**8**	**10**	**10**	**0**	**4**	**0**	**4**	**36**	
Total Salaries Section P.	**$0.00**	**$1,360.00**	**$1,500.00**	**$1,500.00**	**$0.00**	**$540.00**	**$0.00**	**$340.00**		**$5,240.00**
Average Salary Section P.										**$145.56**

Note:
P1. Facility costs to be paid by City.
P4. City to send public notice to residents near project limits and other interested persons. Public notice advertising costs to be paid by City.

Q. CONSTRUCTION PHASE SERVICES (CON)										
1. Scope of services will be determined prior to the start of construction.									0	$0 00
Total Hours Section Q.	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	
Total Salaries Section Q.	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**		**$0.00**
Average Salary Section Q.										**$0.00**
SUPPLEMENTAL DESIGN SERVICES - ITEMS M THRU Q										
SUBTOTAL HOURS - ITEMS M THRU Q	**12**	**24**	**36**	**10**	**0**	**4**	**30**	**4**	**120**	
SUBTOTAL SALARIES - ITEMS M THRU Q	**$2,280.00**	**$4,080.00**	**$5,400.00**	**$1,500.00**	**$0.00**	**$540.00**	**$3,600.00**	**$340.00**		**$17,740.00**
SUBTOTAL AVERAGE SALARY - ITEMS M THRU Q										**$147.83**
GRAND TOTAL HOURS - ITEMS A THRU Q	**42**	**244**	**128**	**178**	**16**	**320**	**62**	**6**	**996**	
GRAND TOTAL SALARIES - ITEMS A THRU Q	**$7,980.00**	**$41,480.00**	**$19,200.00**	**$26,700.00**	**$2,400.00**	**$43,200.00**	**$7,440.00**	**$510.00**		**$148,910.00**
GRAND TOTAL AVERAGE SALARY - ITEMS A THRU Q										**$149.51**

Proposal for Engineering Services
Locust Street Water Main Replacement Phase 3
City of Bloomington
Opportunity No. 130456
Project No. B0110132

Clark Dietz, Inc.
Summary of Estimated Direct Expenses

Part 2 Final Design and Construction Contract Documents

Project Element		Mileage	Meals	Reproduction	Telephone	Postage	Supplies	CADD	Totals
A.	DEVELOP PROJECT BASE SHEETS (PLOT)	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$240.00	$240.00
B.	TYPICAL SECTION & H/V ALIGNMENT STUDIES (ALGN)	$0.00	$0.00	$25.00	$25.00	$0.00	$0.00	$180.00	$230.00
C.	DRAINAGE DESIGN (DRNG)	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
D.	PAVEMENT DESIGN STUDIES (PVMT)	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
E.	ROADWAY LIGHTING STUDY (RWL)	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
F.	SEWER PIPE TELEVISING REVIEW (SWR)	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
G.	UTILITY LOCATIONS/CONFLICTS/MITIGATION (UTIL)	$100.00	$0.00	$100.00	$25.00	$20.00	$0.00	$150.00	$395.00
H.	PLANS (PLAN)	$0.00	$0.00	$350.00	$25.00	$50.00	$0.00	$3,000.00	$3,425.00
I.	ESTIMATES (EST)	$0.00	$0.00	$15.00	$0.00	$0.00	$0.00	$240.00	$255.00
J.	SPECIAL PROVISIONS/PROPOSAL BOOKLET (SPEC)	$0.00	$0.00	$125.00	$10.00	$0.00	$0.00	$0.00	$135.00
K.	BIDDING ASSISTANCE (BID)	$80.00	$0.00	$350.00	$20.00	$50.00	$0.00	$0.00	$500.00
L.	PROJECT COORDINATION & MANAGEMENT (ADMN)	$240.00	$0.00	$25.00	$50.00	$15.00	$0.00	$0.00	$330.00
M.	PERMIT APPLICATION (PRMT)	$0.00	$0.00	$25.00	$5.00	$15.00	$0.00	$0.00	$45.00
N.	ENVIRONMENTAL CLEARANCES (ENVR)	$0.00	$0.00	$10.00	$0.00	$15.00	$0.00	$0.00	$25.00
O.	IEPA COORDINATION & LOAN (IEPA)	$0.00	$0.00	$50.00	$25.00	$15.00	$0.00	$0.00	$90.00
P.	PUBLIC INFORMATION MEETINGS (PIM)	$40.00	$0.00	$50.00	$5.00	$0.00	$25.00	$120.00	$240.00
Q.	CONSTRUCTION PHASE SERVICES (CON)	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
	TOTALS	**$460.00**	**$0.00**	**$1,125.00**	**$190.00**	**$180.00**	**$25.00**	**$3,930.00**	**$5,910.00**

Proposal for Engineering Services
Locust Street Water Main Replacement Phase 3
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Project No. B0110132

Clark Dietz, Inc.
Estimated Fee Extension and Summary

Part 3 Land Acquisition Documents

Project Element	LABOR HOURS	SALARY	EXPENSES	OUTSIDE SERVICES	TOTAL	PERCENT OF TOTAL
A. LAND ACQUISITION (ROW)	0	$0.00	$0.00	$0.00	$0.00	0.00%
TOTALS	0	$0.00	$0.00	$0.00	$0.00	0.00%

Proposal for Engineering Services
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Clark Dietz, Inc.
Labor/Salary Worksheets

Part 3 Land Acquisition Documents

Project Element	Project Director $190.00	Project Manager $170.00	Water/Sewer Engineer $150.00	Roadway Engineer $150.00	PLS Designer $150.00	Design Technician $135.00	Survey Technician $135.00	Clerk/ Typist $85.00	Total Hours	Total Salary
A. LAND ACQUISITION (ROW)										
1. Coordinate with project manager for location of proposed easements.									0	$0 00
2. Order title letters (assume 10 TCE parcels).									0	$0 00
3. Obtain subdivision plats, surveys and monument records.									0	$0 00
4. Define proposed temporary easement lines in CADD.									0	$0 00
5. Develop base plat files (10 TCE).									0	$0 00
6. Annotate metes/bounds geometry (10 TCE).									0	$0 00
7. Annotate general information on plats (10 TCE).									0	$0 00
8. Create legal descriptions (10 TCE).									0	$0 00
9. Preliminarily stake TCE (10 parcels, 30 points with wood hubs and lath).									0	$0 00
Total Hours Section A.	0	0	0	0	0	0	0	0	0	
Total Salaries Section A.	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00		$0.00
Average Salary Section A.										$0.00

Note:

A2. Title letters to be billed directly to City.
A9. Preliminary staking to be included in scope of construction phase services.

Proposal for Engineering Services
Locust Street Water Main Replacement Phase 3
City of Bloomington
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Project No. B0110132

Clark Dietz, Inc.
Summary of Estimated Direct Expenses

Part 3 Land Acquisition Documents

Project Element	Mileage	Reproduction	Telephone	Postage	Misc.	CADD	GPS	Totals
A. LAND ACQUISITION (ROW)	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0 00
TOTALS	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**

City of Bloomington Illinois
Public Works Department
Phase 3 Locust Colton CSO Project location
N
0
250
500
Feet
Date: 8/7/2019
COUNTRY CLUB PL
Country Club Pl
Country Club Pl
COUNTRY CLUB PL
N Mercer Ave
N MERCER AVE
E JEFFERSON ST
E WASHINGTON ST
Fairview Ave
FAIRVIEW AVE
Warner St
WARNER ST
E GROVE ST
Harwood Pl
HARWOOD PL
Woodland Ave
WOODLAND AVE
E OLIVE ST
E Olive St
Florence Ave
FLORENCE AVE
E TAYLOR ST
Vale St
E TAYLOR ST
E Taylor St
Moore St
MOORE ST
S MERCER AVE
E Jackson St
E JACKSON ST
WOODLAND AVE
EAST GATE PL
Oakland Ct
E OAKLAND AVE
KRETZER AVE
FLORENCE AVE
MOORE ST

CONSENT AGENDA ITEM NO. 7.O

FOR COUNCIL: March 26, 2020

SPONSOR: Public Works Department

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration an action on a Resolution Waiving the Formal Bidding Requirements and Approving the Purchase of the WinCan Software Package and Associated Services from Key Equipment & Supply Co. for the City's Camera Inspection Equipment, in the amount not to exceed $49,970, as requested by the Public Works Department.

RECOMMENDED MOTION: The proposed Resolution and Purchase be approved.

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

STRATEGIC PLAN SIGNIFICANCE:
-Objective 2c. Functional, well maintained sewer collection system
-Objective 1d. City services delivered in the most cost-effective, efficient manner

BACKGROUND: Public Works is recommending the approval of a resolution waiving the formal bidding process for the purchase of WinCan software package and associated services from Key Equipment & Supply Co. for the City's camera inspection equipment, in the amount of $49,970. Public Works has identified WinCan as the most appropriate software to meet the needs of the City. The purchase is necessary to allow technicians and engineers in the Public Works using CCTV (Closed Circuit Televising) to manage thousands of sewer videos. It will help staff better assess existing sewers and laterals while preparing plans and maintenance work on City sewers and increase efficiency when preparing information for bidding, maintenance, and construction of sewer infrastructure.

Key Equipment & Supply Co. provided a proposal to Public Works for the WinCan software package, which includes one WinCan VX Expert License for the City's televising truck, two User WinCan VX Expert Network Licenses, one data conversion of existing data to include compatibility of older data to work with WinCan, one rackmount computer for the televising truck, one video card, one two-day on-site training, and one Enterprise Infinity Support Plan for the first year.

The Enterprise Infinity Support Plan costs $4,200 annually and includes support and software upgrades to WinCan VX. The agreement would have no other costs beyond the Enterprise Infinity Support Plan after year one. The second year Enterprise Infinity Support Plan will be negotiated at the end of the first year. Staff anticipates locking in pricing for up to 3 years.

Item	Fees
(1) WinCan VX Expert License	$12,000
(2) User WinCan VX Expert Network Licenses	$17,500

(1) Data Conversion	$9,950
(1) Rackmount Computer	$2,600
(1) Aver Video Card	$420
(1) Two-day On-site Training	$3,300
(1) Enterprise Infinity Support Plan	$4,200
TOTAL	**$49,970**

Staff reviewed industry-available software and made a determination as to the best software solution for evaluating and accessing videos of the City's sewer system and associated capital planning efforts. Due to the unique, technical aspect of this type of software, staff did their due diligence through market research and reviewed industry research, attended presentations at conferences, discussed features and capabilities with potential vendors, reviewed letters of recommendation, and participated in online software demonstrations. Public Works identified many companies that could provide industry-accepted software solutions. Pipe Tech, Granite, and WinCan were the most proven and industry-accepted companies. The following summarizes Staff's assessment of how each software could provide the best solution for the City.

Pipetech

Public Works currently utilizes Pipetech software to access CCTV videos to evaluate, rate, and prioritize City sewers for inclusion of upcoming sewer rehabilitation projects. City staff has been dissatisfied by the support received from Pipetech. The lack of support can make it difficult to provide quick feedback and decisions when evaluating CCTV videos. Additionally, Pipetech is not centered on using a geographic information system (GIS) to capture data and does not work naturally with GIS. This forces the City to use scripts to jointly utilize Pipetech with GIS. GIS is a digital mapping system the City uses to incorporate data records, such as videos, plans, and agreements, at specific locations. The City utilizes GIS mapping to keep records of the City's utility, land, and property information and many other important items. For the above-mentioned reasons, Public Works does not recommend Pipetech.

Granite

Public Works also evaluated a software by Cues named Granite Net. Cues maintains a much smaller software development and support team in comparison to WinCan. Granite Net is limited in its communication/integration with other sewer inspection truck manufacturers in the market, including the City's current sewer inspection equipment. Granite Net is a proprietary database and is not "open" in nature compared to the WinCan VX SQL database. As Granite Net is set up to work well with Cues equipment and not "open," this could potentially limit the use and management of videos submitted to the City by contractors or other entities. City staff annually lets a bid for CCTV work by contractors, and if Granite Net does not work well with all contractors' equipment, this could limit some contractors from bidding the City's CCTV contract, or could make it difficult to bring videos into the City's database. Public Works does not recommend Granite.

WinCan

Finally, Public Works evaluated the software by WinCan. It was clear that WinCan separates itself from other CCTV software. WinCan is a global software company that has a proven track record of listening to its clients and developing software solutions for the global wastewater market. WinCan focuses on software development and support, without the worry of hardware development or truck assembly, which allows for sustainable software solutions to clients similar to the City of Bloomington. This "software only" approach has

allowed WinCan to grow to provide more than 10,000 active licenses worldwide.

There are three major benefits that WinCan will provide to the City of Bloomington:

1. Innovation
   - WinCan was the first to develop a hardware-neutral CCTV software in 1994. It can be used with all manufacturers of CCTV equipment, including the City's current equipment.
   - Product innovation like WinCan Web — the first cloud host of its kind for CCTV data - will provide secure data storage and allow the City to easily share and upload inspections.
   - ESRI Silver Business Partners means the City's current map enterprise workflow will always be supported and will allow for future growth of Bloomington's GIS.

2. Flexibility
   - Hardware - neutral and not proprietary to specific sewer inspection equipment and workflows
   - Flexible workflows
     - Open SQL Database Format for custom integrations
     - ESRI and WinCan Map-based GIS workflow options to include the ability to publish to cloud applications for easy data sharing
     - Specialize in data conversion from all CCTV programs, specifically Pipe Tech and Granite XP
   - Easy import of NASSCO data from contractors via WinCan VX or WinCan Web
   - WinCan NASSCO Validator allows for accurate grading of PACP data received by contractors and the City's inspection crew

3. Customer Service
   - 97% customer success rating by WinCan clients
   - WinCan Service Team is located remotely, allowing for quicker software deployment and same time zone support
     - Customer support located in California, Oklahoma and Pennsylvania
   - Fully staffed with factory-trained employees and a professional GISP to assist with support needs and workflow consultation after the sale

With the features mentioned above, along with a flexible GIS-centric setup and open source capabilities, WinCan is the superior solution for our Enterprise and data collection needs. Therefore, Public Work recommends WinCan.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: Funds in the amount of $49,970 are included in the following accounts:
Sanitary Sewer-Professional Development (51101100-70632) - $3,300
Sanitary Sewer- Maintenance/Repair Sewer TV (51101100-70541) - $7,220
Sanitary Sewer- Other Prof and Tech Serv (51101100-70220) -$21,950
Sanitary Sewer- Engineering Services (51101100-70050) -$17,500

If approved, a budget transfer will be processed to transfer the funds from the above accounts to the Sanitary Sewer-Capital Outlay Office and Computer Equipment account (51101100-72120) where the purchase will be made. Stakeholders can

locate this in the FY 2020 Budget Book titled "Other Funds & Capital Improvement" on page 133.

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, City Engineer 3/10/2020

Carla Murillo, Procurement Manager 3/12/2020

Chris Tomerlin, Budget Manager 3/12/2020

Jeffrey R. Jurgens, Corporation Counsel 3/17/2020

Tara Henry, Legislative Assistant 3/18/2020

Recommended by:

Tim Gleason, City Manager

Attachments:

- PW 8B Resolution_WinCan Purchase
- PW 8C Proposal_WinCan Purchase_redacted
- PW 8D Certificate Of Liability Insurance_WinCan Purchase_redacted
- PW 8E Sole Source Letter_WinCan Purchase_redacted

RESOLUTION NO. 2020 - ___

A RESOLUTION AUTHORIZING WAIVING THE FORMAL BIDDING REQUIREMENTS AND APPROVING THE PURCHASE OF THE WINCAN SOFTWARE PACKAGE AND ASSOCIATED SERVICES FROM KEY EQUIPMENT & SUPPLY CO. FOR THE CITY'S CAMERA INSPECTION EQUIPMENT, IN THE AMOUNT NOT TO EXCEED $49,970

WHEREAS, the Public Works Department operates an annual sewer televising contract, pursuant to Strategic Plan and Comprehensive Plan goals; and

WHEREAS, the Public Works Department desires to purchase new software capable of organizing large databases of existing and future sewer videos; and

WHEREAS, City staff from Public Works Department identified top providers of sewer video management software and has identified WinCan software and associated services from Key Equipment & Supply Co., as the software that will most directly meet the needs of the City; and

WHEREAS, this software solution is unique and difficult to bid, City staff requests the formal bidding process be waived and the Procurement Manager be authorized to issue a purchase order to Key Equipment & Supply Co., the regional provider of WinCan software in this area, for the purchase of the software package and associated services.

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, the formal bidding requirements waived, the City Manager, or designated representatives, are authorized to purchase the WinCan software package from Key Equipment & Supply Co., in the amount not to exceed $49,970 with future annual maintenance license costs in the amount of $4,200, and are authorized to execute any necessary documents to effectuate the purchase.

PASSED this 26th day of March 2020.

APPROVED this ___ day of March 2020.

CITY OF BLOOMINGTON

_____
Tari Renner, Mayor

ATTEST

_____
Leslie Smith-Yocum, City Clerk

Corporate Office
P.O. Box 2007
Maryland Heights, MO 63043
314-298-8330

Branch Office
P.O. Box 11035
Kansas City, KS 66111
913-371-8260

Branch Office
P.O. Box 692109
Tulsa, OK 74169
405-812-5827

December 13, 2019

City of Bloomington
Attn: Mr. Troy Olson
115 E Washington St
Bloomington, IL 61702

RE: WinCan Software Package

Troy,
We are pleased to provide a proposal for the attached WinCan Software package.

	Price
One WinCan VX Expert License for Truck includes: Section/Lateral/Manhole, Basic Reporting, Report Generator, Data Viewer, 3D, All languages & Standards, Map Expert/ArcGIS, Photo Assistant, Drawing function, Meta DB, Data Transfer Tool, SQL & Oracle database option, Multiple Inspection, Grading, Software Encoding, MPEG 1/2/4 Recording, NASSCO Validator, Text Generator, Inclination, Local deformation & Crack width with laser, Statistics, and GIS Queries.	**$12,000.00**
(2) User WinCan VX Expert Network License includes: Section/Lateral/Manhole, Basic Reporting, Report Generator, Data Viewer, 3D, All languages & Standards, Map Expert/ArcGIS, Photo Assistant, Drawing function, Meta DB, Data Transfer Tool, SQL & Oracle database option, Multiple Inspection, Grading, Software Encoding, MPEG 1/2/4 Recording, NASSCO Validator, Text Generator, Inclination, Local deformation & Crack width with laser, Work Order Management, Statistics, and GIS Queries.	**$17,500.00**
Data Conversion to WINCAN (pending review of data)	**$9,950.00**
One Rackmount Computer	**$2,600.00**
One Aver Video Card	**$420.00**
Two Day On-Site Installation and Training includes instructor's time and expenses	**$3,300.00**
One Enterprise Infinity Support Plan includes: Unlimited Phone, Email, and Remote Internet Technical Support Unlimited Maintenance Upgrades and **Version Upgrades** to WinCan VX 5 Hours per year of Web Ex Training Same Day Support and Service	**$4,200.00**

TOTAL	**$49,970.00**

Thank you on behalf of Key Equipment & Supply Co. and WinCan.
If you have any questions, please don't hesitate to contact me at 217-816-7055.

This proposal becomes a contract for delivery and payment of the merchandise listed above when signed by the customer or one of its officers.

Customer Name_____

By_____ Date_____

[redacted]

Brad Franklin
Territory Manager
Key Equipment & Supply Co.

Client#: 1458847 KEYEQU

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 2/10/2020

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

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

PRODUCER USI Insurance Services LLC 308 North 21st Street Saint Louis, MO 63103-MO 314 436-2399	CONTACT NAME: PHONE (A/C, No, Ext): 314 436-2399 FAX (A/C, No): 314 342-7170 E-MAIL ADDRESS:
INSURED Key Equipment & Supply Co, Inc. 13507 NW Industrial Dr. Bridgeton, MO 63044	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : General Casualty Company of Wisconsin — 24414 INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	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 PRO-JECT LOC OTHER:			[redacted]	09/30/2019	09/30/2020	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$1,000,000 $500,000 $10,000 $1,000,000 $2,000,000 $2,000,000 $
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY X HIRED AUTOS ONLY SCHEDULED AUTOS X NON-OWNED AUTOS ONLY			[redacted]	09/30/2019	09/30/2020	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$1,000,000 $ $ $ $
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $			[redacted]	09/30/2019	09/30/2020	EACH OCCURRENCE AGGREGATE $	$3,000,000 $3,000,000 $
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		[redacted]	09/30/2019	09/30/2020	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
A	Garage Liability			[redacted]	09/30/2019	09/30/2020	Occ: $1,000,000 Agg: $3,000,000	

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

Certificate Holder is included as additional insured under General Liability, where required by written contract.

CERTIFICATE HOLDER

City of Bloomington
109 E. Olive St.
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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KXKAF

City of Bloomington, IL

01/24/20

RE: WinCan Sole Source

To Whom it May Concern,

WinCan, LLC was formed to offer the best pipeline assessment software in our industry and to provide the best after purchase support and service available.

As the sole provider of the WinCan software, upgrades, and service in North and South America, we along with our Illinois dealer Key Equipment & Supply Corporation, are dedicated to providing superior sales and service to the City of Bloomington, IL.

We have reviewed the 12/13/19 Key Equipment and Supply Co. proposal to the City of Bloomington and accept the terms included in the proposal.

If you have any questions in this regard, please do not hesitate to contact me at the number below. Thank you and have a great day.

Best Regards,

[redacted]

Tim Mallon, Eastern Regional Sales Manager
WinCan LLC.
300 Cedar Ridge Drive, Suite 308 • Pittsburgh, PA 15205
www.wincan.com • mobile (412) 335-8271

Enterprise Infinity Support

WinCan continues to evolve as the industry leader for the data collection and analysis markets. With that, it's critical to provide excellent levels of service that's simple and flexible resulting in an excellent user experience. WinCan Enterprise Infinity Support entitles end users to unlimited support and maintenance updates and version upgrades. Also consultation from our team of experts provide insurance on your investment assuring its longevity and functionality. Our low annual pricing structure allows all customers affordable options to find a level of service that equals their workflow and operational demands.

- Unlimited Phone, Email, and Remote Desktop Support
- Unlimited Maintenance Updates
- Unlimited Web Ex Training
- Unlimited Major Version Upgrades
- Workflow Consultation Services

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Authorized WinCan Sales & Support for North America

CONSENT AGENDA ITEM NO. 7.P

FOR COUNCIL: March 26, 2020

SPONSOR: Community Development Department

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and action on a Resolution Adopting the Official 2019 Zoning Map for the City of Bloomington with Amendments, which Supersedes and Replaces the Official 2018 Zoning Map Adopted by Council on March 11, 2019, as requested by the Community Development Department.

RECOMMENDED MOTION: The proposed Resolution be approved.

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

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

BACKGROUND: The City of Bloomington is required by Chapter 44 of the City Code and by 65 ILCS 5/11-13-19 of the Illinois Municipal Code to annually adopt the Official Zoning Map for the preceding calendar year, and to publish the Official Zoning Map no later than March 31st of each year. The map should clearly show the existing zoning uses, divisions, restrictions, regulations and classifications for the preceding calendar year. In 2019, the City adopted a revised zoning ordinance that consolidated, eliminated, and created new districts. The changes resulting from adoption of the new ordinance are reflected in the proposed map. Additionally, the City also adopted map amendments at the corner of N. Morris Ave and W. Chestnut Street, and on Towanda Barnes Road. Below is a bulleted summary of the cases reviewed and adopted in the preceding year:

* Case Z-26-18, Rezone 802 N Morris Ave.; 1111, 1109 & 1107 W. Chestnut St. from R-1C to C-1. (Ordinance 2019-01)

* Case Z-04-19, Rezone 1301 N Clinton Blvd. with the S-4 Historic Overlay. (Ordinance 2019-50)

* Case Z-07-19, Rezone 1815 N Towanda Barnes Rd. (Adj) from B-1 to A. (Ordinance 2019-74)

* Case Z-25-18, Multiple Map Amendments to the Zoning Map resulting from Text Amendment. (Ordinance 2019-12)

* Case Z-02-20, Multiple Map Amendments to the Zoning Map resulting from Text Amendment (Resolution 2020-02) (Ordinance TBD).

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: The Bloomington Planning Commission met on February 26, 2020 to review the proposed Official 2019 Zoning Map. The

Planning Commission unanimously recommended that Council pass a resolution to adopt the proposed map. The minutes from the Planning Commission meeting are attached to this memo. The packet and materials are online at https://www.cityblm.org/Home/ShowDocument?id=24011

FINANCIAL IMPACT: N/A

COMMUNITY DEVELOPMENT IMPACT: ED-4.4 Evaluate commercial land use need in the context of changing economic trends.

Respectfully submitted for Council consideration.

Prepared by: Katie Simpson, City Planner

Reviewed by:

Robert G. Mahrt, Community Development Director 3/11/2020

Chris Tomerlin, Budget Manager 3/12/2020

George Boyle

George Boyle, Assistant Corporation Counsel 3/13/2020

Tara Henry, Legislative Assistant 3/17/2020

Recommended by:

Tim Gleason, City Manager

Attachments:

- CD 1B Resolution_Zoning Map 2019
- CD 1C Official 2019 Zoning Map
- CD 1D Draft Minutes from the Feb 26 2020 PC Meeting

RESOLUTION NO. 2020 - _____

A RESOLUTION ADOPTING THE OFFICIAL 2019 ZONING MAP FOR THE CITY OF BLOOMINGTON WITH AMENDMENTS, WHICH SUPERSEDES AND REPLACES THE OFFICIAL 2018 ZONING MAP ADOPTED BY COUNCIL ON MARCH 11, 2019

WHEREAS, pursuant to 65 ILCS 5/11-13-19 of the Illinois Municipal Code, the corporate authorities shall cause to be published, no later than the 31st day of March each year, a map clearly showing the existing zoning uses, divisions, restrictions, regulations and classifications of such municipality for the preceding calendar year; and

WHEREAS, Chapter 44, Section 44-205, provides that in the event the Official Zoning Map becomes difficult to interpret because of the nature or number of changes and additions, the City Council may by resolution adopt a new Official Zoning Map superseding a prior Official Zoning Map and showing said changes, correcting errors and omissions; and

WHEREAS, each such map shall be identified by the signature of the Mayor, attested by the City Clerk and bearing the seal of the City under the words: This is to certify that the Official Zoning Map supersedes and replaces the previous Official Zoning Map and is part of Chapter 44 of the Bloomington City Code, 1960, as amended; and

WHEREAS, the City Council of said City has the power to pass this resolution and adopt the Official 2019 Zoning Map which supersedes the Official Zoning Map adopted on March 11, 2019.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Bloomington, McLean County, Illinois that the Official 2019 Zoning Map of said City is hereby approved and adopted.

PASSED this 26th day of March 2020.

APPROVED this ____ day of March 2020.

CITY OF BLOOMINGTON

_____
Tari Renner, Mayor

ATTEST

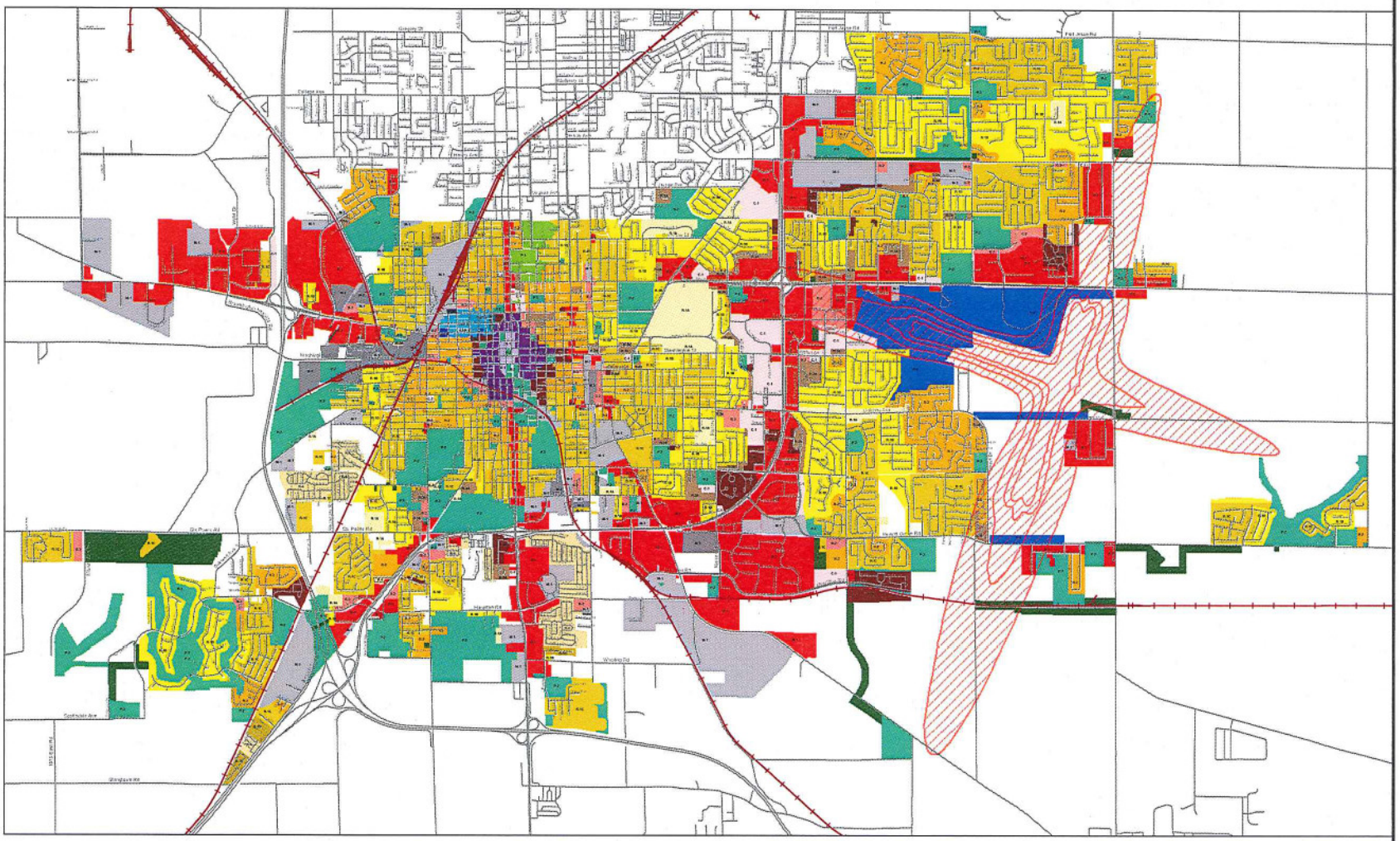
_____
Leslie Smith-Yocum, City Clerk

CITY OF Bloomington ILLINOIS

OFFICIAL 2019 ZONING MAP

N W E S

0 2,640 5,280
Feet



Legend

- Streets
- Railroads
- S-1 Airport Noise Impact District
- S-4 Historic District

Zoning Classifications

- A Agricultural
- P-1 University District
- P-2 Public Land and Institutions
- P-3 Airport District
- B-1 General Commercial District
- B-2 Local Commercial District
- C-1 Office District
- D-1 Central Business District
- D-2 Downtown Transition District
- D-3 Downtown Warehouse and Arts District
- M-1 Restricted Manufacturing District
- M-2 General Manufacturing District
- R-1A Single-Family Residence District
- R-1B Single-Family Residence District
- R-1C Single-Family Residence District
- R-1H Single-Family Manufactured Home Residence District
- R-2 Mixed Residence District
- R-3A Multiple-Family Residence District
- R-3B Multiple-Family Residence District
- R-4 Manufactured Home Park District
- GAP-1 Estate House, Manor
- GAP-2 House, Estate House, Manor
- GAP-3 Iconic, House, Manor, Apt on corners
- GAP-4 Iconic, House, Manor, Rowhouse, Apt on corners
- GAP-5 Commercial, Cottage Commercial, Iconic, Apt
- GAP-6 Warehouse

UPDATE: 3/22/2020

PREPARED BY:
BLOOMINGTON DEPARTMENT OF COMMUNITY DEVELOPMENT

ADDITIONAL COPIES:

NOTICE OF APPROVAL:

APPROVED: ATTEST:

Z-04-20 Consideration, review and action on a recommendation to City Council to approve a resolution adopting the Official 2019 Zoning Map for the City of Bloomington.

Ms. Simpson gave the staff report. Staff is recommending approval of the official zoning map. State statute requires annual approval of the zoning map that reflects all the amendments from the previous calendar year. There have been five amendments this past year but they involve multiple properties. In January there were four properties on the corner of Morris Street and Chestnut Street that were rezoned from residential to commercial, designated 1301 N. Clinton Boulevard with the local S-4 historic overlay, and we rezoned a lot on Towanda-Barnes Road a little over an acre and half from B-1 to Agriculture, and the various amendments that were passed with the text amendment changes in March. Staff is recommending approval.

The meeting was opened up for public comment. Dave Stark was concerned about the five feet set back requirement in the D-2 District since properties in D-2 are not set back. He didn't think was an appropriate zoning. The setback requirement is applied to new construction. D-2 has a site plan review process for new construction or changes involving twenty percent of the site.

Mr. Mohr made a motion to adopt the findings of fact that this map is for the good of the overall community. Ms. McCann seconded the motion. Role call vote: Mr. David Stanczak - Yes; Mr. Justin Boyd - Yes; Mr. Thomas Krieger - Yes; Mr. John Protzman - Yes; Mr. Mark Muehleck - Yes; Mr. Tyson Mohr - Yes; Ms. Megan McCann - Yes; Chairperson Megan Headean - Yes.

Mr. Boyd made a motion to approve Z-04-20 and recommend to City Council to approve a resolution adopting the Official 2019 Zoning Map. Mr. Protzman seconded the motion. Role call vote: Mr. David Stanczak - Yes; Mr. Justin Boyd - Yes; Mr. Thomas Krieger - Yes; Mr. John Protzman - Yes; Mr. Mark Muehleck - Yes; Mr. Tyson Mohr - Yes; Ms. Megan McCann - Yes; Chairperson Megan Headean - Yes.

Respectfully submitted,
Casey Weeks
Assistant City Planner

DRAFT

CONSENT AGENDA ITEM NO. 7.Q

FOR COUNCIL: March 26, 2020

SPONSOR: Public Works Department

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and action on a Resolution Establishing the Streets to be Resurfaced in Fiscal Years 2021 and 2022, Authorizing 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 2021 General Street Resurfacing Program, as requested by the Public Works Department.

RECOMMENDED MOTION: The proposed Resolution be approved.

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

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

BACKGROUND: Public Works is recommending the approval of a Resolution establishing the streets to be resurfaced in fiscal years 2021 and 2022, waiving the technical bidding requirements, and authorizing City staff to negotiate a contract with Rowe Construction - A Division of United Contractors Midwest (UCM) for the FY 2021 General Street Resurfacing Program. UCM is the company in McLean County capable of performing all the operations required for Bloomington street resurfacing. UCM has been the sole bidder on this annual contract since 2012.

UCM was created in 2001 through a merger of asphalt companies from the Bloomington, Peoria, and Springfield areas. Those companies included Rowe Construction (Bloomington) and Freesen (Springfield), which are two companies that were previously candidates to competitively bid on the Bloomington contract. Since then, UCM has been awarded the primary resurfacing contract every year, and it has been rare for other companies to bid the project.

UCM performs quality work, and the company can perform the required work for any asphalt project in Bloomington. City staff believes that it may achieve a better product through waiver of the bidding process and direct negotiations with UCM. One advantage of direct negotiations is that the City and the company may discuss and clarify portions of the proposed contract. With competitive bidding, no such discussions are allowed. A contractor

who is unclear about a certain aspect of the contract must make assumptions, and it typically bids high, based on those assumptions, as a safeguard. Also, since UCM knows its operation better than City staff, there will be an opportunity for them to make suggestions on how the work could be accomplished more efficiently.

The City has twice in the recent past waived the bidding process for contracts for major-street resurfacing, with UCM, in 2011 and 2009. This was deemed a success by staff in both instances.

Public Works has staff who performs minor maintenance to streets and alleys, including pothole repair and minor patches. Major street and alley work is handled by contractors working for the City. Each year, the City hires contractors to resurface streets and alleys. Resurfacing a street may include milling off the existing surface, spot repairs, and adjusting manholes and other utilities in the street. Many streets will receive 2 layers of new hot mix asphalt. Typically, this will include a binder layer and a surface layer.

Information about the City of Bloomington streets is maintained in a Geographic Information System by the Engineering Division of the Public Works Department. The condition rating, along with other information, is used to help determine which streets will be resurfaced each year. The streets identified for fiscal year 2021 in the attached map will be the first priority with additional streets selected from fiscal year 2022 if funding allows. More information about streets and other roadwork in Bloomington can be found at bloomingtonstreets.com.

The final amount of the negotiated contract will be up to $5 million and is contingent upon Council approval of the FY 2021 budget. The FY 2021 contract is anticipated to be greater than the FY 2020 contract, which was awarded at $4,209,653.97. The increased amount of work is due to the 4 cent Local Motor Fuel Tax increase. Staff plans to bring the negotiated contract for Council approval in April.

The projected FY 2021 budget for the Asphalt and Concrete Capital Improvement fund is shown below.

Program	**Budget**
Multi-Year Street and Alley Resurface Program	**$5,800,000**
General Resurfacing	$5,000,000
Pavement Preservation	$800,000
Emergency Multi-Year Street, Alley & Sidewalk Repairs	**$200,000**
Multi-Year Sidewalk Repair Program	**$1,200,000**
Sidewalk and Curb Ramp Replacement Program	$1,100,000
Sidewalk Vertical Displacement Repair Program	$100,000
Lutz Road Reconstruction	**$980,000**
TOTAL	**$8,180,000**

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: The negotiated contract will come back to Council for approval and the financial impact will be finalized at that time. Funds are included in the Capital Improvement (Asphalt & Concrete) Fund-Street Construction Improvement account (40120200-72530). The amount awarded will be $5,000,000 or less if the amount in the FY 2021 Proposed Budget is adopted on April 13, 2020. Stakeholders can locate this in the FY 2021 Proposed Budget Book titled "Other Funds & Capital Improvement" on pages 61, 62, 63, 168, 200, 201 and 202.

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: Luke Thoele, Assistant City Engineer

Reviewed by:

Kevin Kothe, City Engineer 3/10/2020

Carla Murillo, Procurement Manager 3/11/2020

Chris Tomerlin, Budget Manager 3/11/2020

Jeffrey R. Jurgens, Corporation Counsel 3/15/2020

Tara Henry, Legislative Assistant 3/16/2020

Recommended by:

Tim Gleason, City Manager

Attachments:

- PW 4B Resolution FY 2021 General Resurfacing Bid Waiver
- PW 4C FY 2021 to FY 2022 Resurfacing Plan Map

RESOLUTION NO. 2020 - ___

A RESOLUTION ESTABLISHING THE STREETS TO BE RESURFACED IN FISCAL YEARS 2021 AND 2022, AUTHORIZING 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 2021 GENERAL STREET RESURFACING PROGRAM

WHEREAS, streets for resurfacing have been identified for fiscal year 2021 and 2022; and

WHEREAS, streets identified for fiscal year 2021 in the attached map will be the first priority with additional streets selected from fiscal year 2022 if funding allows; and

WHEREAS, the City of Bloomington has the ability to waive the technical bidding requirements, pursuant to City Code Chapter 16, Section 50; and

WHEREAS, Rowe Construction - A Division of United Contractors Midwest (UCM) has been the sole bidder on this annual contract for over 5 years; and

WHEREAS, it is anticipated UCM would be the sole bidder if the project were subject to a competitive bid; and

WHEREAS, an improved product is possible if the details of the Contract are finalized with the cooperation of UCM; and

WHEREAS, UCM will be able to more accurately bid the work because they will have fewer uncertainties; and

WHEREAS, negotiating the Contract will expedite the commencement of work;

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 City Manager, or designated representatives, are authorized to negotiate the Contract and bring the same back for formal approval by the City Council.

PASSED this 26th day of March 2020.

APPROVED this ___ day of March 2020.

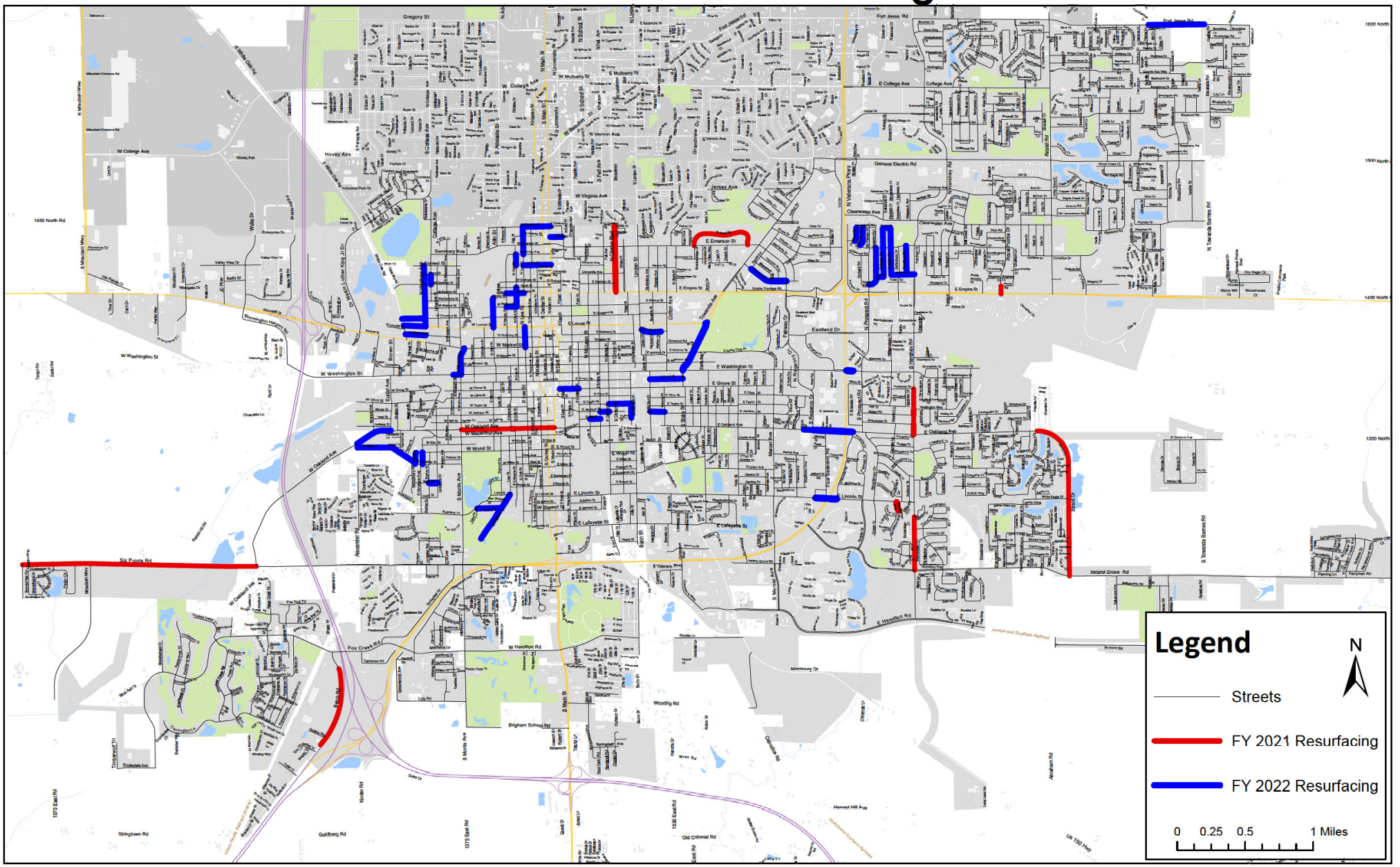
CITY OF BLOOMINGTON

_____
Tari Renner, Mayor

ATTEST

_____
Leslie Smith-Yocum, City Clerk

FY 2021 to FY 2022 Resurfacing Plan



CONSENT AGENDA ITEM NO. 7.R

FOR COUNCIL: March 26, 2020

SPONSOR: Public Works Department

WARD IMPACTED: Ward 4, Ward 8

SUBJECT: Consideration and action on an Ordinance Authorizing the City Of Bloomington, McLean County, Illinois to Borrow Funds from the Water Pollution Control Loan Program, as requested by the Public Works Department.

RECOMMENDED MOTION: The proposed Ordinance 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 an Ordinance authorizing the borrowing of $9.6 million in funds from the Illinois Environmental Protection Agency (IEPA) Water Pollution Control Loan program to construct new sewer to eliminate combined sewer overflow (CSO) from outlets near the intersection of Locust Street and Colton Avenue. The ordinance is required as part of a loan approval process and authorizes borrowing loan funds for the IEPA application process but does not obligate acceptance of a loan. Further Council approval will be needed when a loan is offered.

The CSO outlets at Locust and Colton operate under a permit from the IEPA that includes a schedule for eliminating combined sewer overflow at those locations by the year 2030. Public Works has developed a plan to construct sewer projects in six more phases over the next ten years which will allow those outlets to be permanently closed, thereby eliminating sanitary flow from being discharged to Sugar Creek during rain events.

This ordinance will approve borrowing of funds for the next three phases of that long-term project to eliminate CSO.

Phase 1, 6 & 7 of the CSO elimination project was completed in 2014 with sewer costs of $4.55 million. That project also included $2.75 million in water main replacement cost and $1.74 million in motor fuel tax costs to reconstruct Country Club Drive after sewer installation was complete.

Next phases sewer construction costs are estimated as follows:
Phase 2: $3.2 million (2021 construction)
Phase 3: $3.7 million (2022 construction)
Phase 4: $1.1 million (2023 construction)

Total: $8.0 million + $1.6 million loan ordinance contingency = $9.6 million loan authorization.

A future sewer loan authorization ordinance will be requested for Phase 5, 8 & 9 to complete the CSO elimination project, currently estimated as follows:

Phase 5: $3.4 million (2025 construction)
Phase 8: $2.9 million (2027 construction)
Phase 9: $2.6 million (2029 construction)

Total: $8.9 million + $1.8 million loan ordinance contingency = $10.7 million loan authorization.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: A public meeting will be held as part of the IEPA loan application process.

FINANCIAL IMPACT: This ordinance authorizes borrowing loan funds for the IEPA application process but does not obligate acceptance of a loan. Further Council approval will be needed when a loan is offered.

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: Greg Kallevig, Civil Engineer II

Reviewed by:

Kevin Kothe, City Engineer 3/10/2020

Chris Tomerlin, Budget Manager 3/11/2020

Angela Fyans-Jimenez

Angela Fyans-Jimenez, Deputy Corporation Counsel 3/16/2020

Tara Henry, Legislative Assistant 3/18/2020

Recommended by:

Tim Gleason, City Manager

Attachments:

- PW 6B Ordinance_ Authorize IEPA Wastewater Loan
- PW 6C Legal Opinion_Authorize IEPA Wastewater Loan
- PW 6D Location Map_Authorize IEPA Wastewater Loan

ORDINANCE NO. 2020 - _____

AN ORDINANCE AUTHORIZING THE CITY OF BLOOMINGTON, MCLEAN COUNTY, ILLINOIS TO BORROW FUNDS FROM THE WATER POLLUTION CONTROL LOAN PROGRAM

WHEREAS, the CITY OF BLOOMINGTON, MCLEAN COUNTY, Illinois the ("CITY"), operates its sewerage system ("the System") and in accordance with the provisions of the Illinois Municipal Code (65 ILCS 5/11-129-1 et seq.); the Local Government Debt Reform Act, (30 ILCS 350/1 et seq.), the Illinois Municipal Code (65 ILCS 5/8-4-1 et seq.), (collectively "the Act"), as well as the home rule authority granted the City of Bloomington by Article VII, Section 6 of the Illinois Constitution.

WHEREAS, the MAYOR and CITY COUNCIL of the City of Bloomington ("the Corporate Authorities") have determined that it is advisable, necessary, and in the best interest of the public health, safety, and welfare to improve the System, including the following:
Phase 2, 3, & 4 of the Locust/Colton Combined Sewer Overflow (CSO) elimination by total separation of storm and sanitary sewer flows, together with any land or rights in land and all electrical, mechanical or other services necessary, useful or advisable to the construction and installation (the "Project"), all in accordance with the plans and specifications prepared by the consulting engineers of the CITY, Clark Dietz, Inc., which Project has a useful life of 75 years; and

WHEREAS, the estimated cost of construction and installation of the Project, including engineering, legal, financial and other related expenses is $9.6 million, and there are insufficient funds on hand and lawfully available to pay these costs; and

WHEREAS, the loan shall bear an interest rate as defined by 35 Ill. Adm. Code 365, which does not exceed the maximum rate authorized by the Bond Authorization Act, as amended, 30 ILCS 305/0.01 et seq., at the time of the issuance of the loan; and

WHEREAS, the principal and interest payment shall be payable semi-annually, and the loan shall mature in 20 years, which is within the period of useful life of the Project; and

WHEREAS, the costs are expected to be paid for with a loan to the CITY from the Water Pollution Control Loan Program through the Illinois Environmental Protection Agency, the loan to be repaid from revenues of the System, and the loan is authorized to be accepted at this time pursuant to the Act; and

WHEREAS, in accordance with the provisions of the Act, the CITY is authorized to borrow funds from the Water Pollution Control Loan Program in the aggregate principal amount of $9.6 million to provide funds to pay the costs of the Project; and

WHEREAS, the loan to the CITY shall be made pursuant to a Loan Agreement, including certain terms and conditions between the CITY and the Illinois Environmental Protection Agency;

NOW THEREFORE, be it ordained by the MAYOR AND CITY COUNCIL of the CITY OF BLOOMINGTON, MCLEAN COUNTY, Illinois, as follows:

SECTION 1. INCORPORATION OF PREAMBLES

The Corporate Authorities hereby find that the recitals contained in the preambles are true and correct, and incorporate them into this Ordinance by this reference.

SECTION 2. DETERMINATION TO BORROW FUNDS

It is necessary and in the best interests of the CITY to construct the Project for the public health, safety, and welfare, in accordance with the plans and specifications, as described; that the System continues to be operated in accordance with the provisions of the Illinois Environmental Protection Act, 415 ILCS 5/1 et seq.; and that for the purpose of constructing the Project, it is hereby authorized that funds be borrowed by the CITY in the aggregate principal amount (which can include construction period interest financed over the term of the loan) not to exceed $9.6 million.

SECTION 3. ADDITIONAL ORDINANCES

The Corporate Authorities may adopt additional ordinances or proceedings supplementing or amending this Ordinance, providing for entering into the Loan Agreement with the Illinois Environmental Protection Agency, prescribing all the details of the Loan Agreement, and providing for the collection, segregation and distribution of the revenues of the System, so long as the maximum amount of the Loan Agreement as set forth in this Ordinance is not exceeded and there is no material change in the project or purposes described herein. Any additional ordinances or proceedings shall in all instances become effective in accordance with the Act or other applicable laws. This Ordinance, together with such additional ordinances or proceedings, shall constitute complete authority for entering into the Loan Agreement under applicable law.

However, notwithstanding the above, the CITY may not adopt additional ordinances or amendments which provide for any substantive or material change in the scope and intent of this Ordinance, including but not limited to interest rate, preference or priority of any other ordinance with this Ordinance, parity of any other ordinance with this Ordinance, or otherwise alter or impair the obligation of the CITY to pay the principal and interest due to the Water Pollution Control Loan Program without the written consent of the Illinois Environmental Protection Agency.

SECTION 4. LOAN NOT INDEBTEDNESS OF CITY

Repayment of the loan to the Illinois Environmental Protection Agency by the CITY pursuant to this Ordinance is to be solely from the revenue derived from revenues of the System, and the loan does not constitute an indebtedness of the CITY within the meaning of any constitutional or statutory limitation.

SECTION 5. APPLICATION FOR LOAN

The MAYOR is hereby authorized to make application to the Illinois Environmental Protection Agency for a loan through the Water Pollution Control Loan Program, in accordance with the loan requirements set out in 35 Ill. Adm. Code 365.

SECTION 6. ACCEPTANCE OF LOAN AGREEMENT

The Corporate Authorities hereby authorize acceptance of the offer of a loan through the Water Pollution Control Loan Program, including all terms and conditions of the Loan Agreement as well as all special conditions contained therein and made a part thereof by reference. The Corporate Authorities further agree that the loan funds awarded shall be used solely for the purposes of the project as approved by the Illinois Environmental Protection Agency in accordance with the terms and conditions of the Loan Agreement.

SECTION 7. RESERVE ACCOUNTS

As long as the CITY has outstanding senior bonds that are payable from revenues of the system, the CITY shall maintain an account, coverage, and reserves equivalent to the account(s), coverage(s) and reserve(s) required by the outstanding ordinance(s).

SECTION 8. AUTHORIZATION OF MAYOR TO EXECUTE LOAN AGREEMENT

The MAYOR is hereby authorized and directed to execute the Loan Agreement with the Illinois Environmental Protection Agency. The Corporate Authorities may authorize by resolution a person other than the MAYOR for the sole purpose of authorizing or executing any documents associated with payment requests or reimbursements from the Illinois Environmental Protection Agency in connection with this loan.

SECTION 9. SEVERABILITY

If any section, paragraph, clause or provision of this Ordinance is held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the other provisions of this Ordinance.

SECTION 10. REPEALER

All ordinances, resolutions, orders, or parts thereof, which conflict with the provisions of this Ordinance, to the extent of such conflict, are hereby repealed.

PASSED this 26th of March 2020.

APPROVED this _____ day of March 2020.

CITY OF BLOOMINGTON

_____
Tari Renner, Mayor

ATTEST

_____
Leslie Smith-Yocum, City Clerk

Illinois Environmental Protection Agency
1021 North Grand Avenue
P.O. Box 19726
Springfield, IL 62794-9726

Re: City of Bloomington Ordinance Number 2020-___

To Whom It May Concern:

I have reviewed City of Bloomington Ordinance Number 2020-___ , authorizing the City of Bloomington to borrow funds from the Water Pollution Control Loan Program.

The enacted ordinance is in accordance with all state statutes and the home rule authority of the City of Bloomington with respect to the validity and enforceability of the City's obligations. It does not conflict with any other agreements, bonds or ordinances. It was validly passed and approved by the City Council.

Thank you in advance for your attention to this matter.

Yours truly,

Angela Fyans Jimenez
Deputy Corporation Counsel

Chapter 3 PROJECT PHASES

Project phasing was based on the need to construct key downstream sewer segments in the initial phases, then branching out to construct additional sewers in the outlying service areas. Each phase was selected to create a manageable construction project while minimizing disruption to utilities, traffic, and quality of living in the residential neighborhoods served by the combined sewer. Description of each of the phases are in sections that follow. An overall map of all the phases is shown in Figure 3-1.

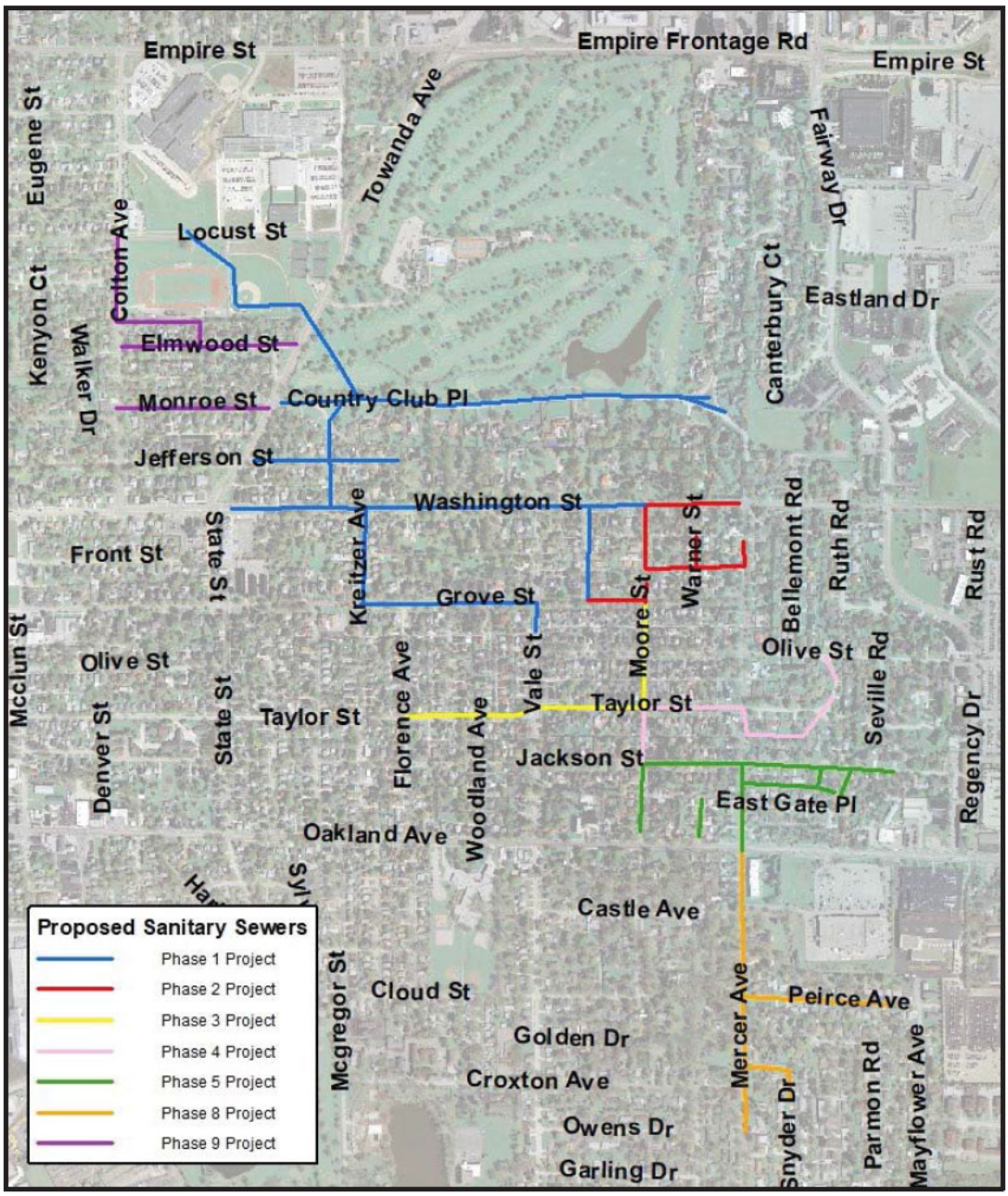


Figure 3-1 Locust Street CSO Elimination Phases

CITY OF Bloomington ILLINOIS

CONSENT AGENDA ITEM NO. 7.S

FOR COUNCIL: March 26, 2020

SPONSOR: Public Works Department

WARD IMPACTED: Ward 4, Ward 8

SUBJECT: Consideration and action on an Ordinance Authorizing the City of Bloomington, McLean County, Illinois, to Borrow Funds from the Public Water Supply Loan Program, as requested by the Public Works Department.

RECOMMENDED MOTION: The proposed Ordinance 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 an Ordinance authorizing the borrowing of $8.0 million in funds from the Illinois Environmental Protection Agency (IEPA) Public Water Supply Loan program to construct new water main as part of a project to eliminate combined sewer overflow (CSO) from outlets near the intersection of Locust Street and Colton Avenue. The ordinance is required as part of a loan approval process. This ordinance authorizes borrowing loan funds for the IEPA application process but does not obligate acceptance of a loan. Further Council approval will be needed when a loan is offered.

The combined sewer overflow (CSO) outlets at Locust and Colton operate under a permit from the IEPA that includes a schedule for eliminating combined sewer overflow at those locations by the year 2030. Public Works has developed a plan to construct sewer projects in six more phases over the next ten years which will allow those outlets to be permanently closed, thereby eliminating sanitary flow from being discharged to Sugar Creek during rain events.

In streets where new sewer is being constructed for CSO elimination, it is advisable to also replace older water main so the street can be resurfaced curb to curb allowing that street surface to remain in place for years to come.

This ordinance will approve borrowing of funds for the next three phases of that long-term project to replace water main as part of sewer construction to eliminate CSO.

Phase 1, 6 & 7 of the CSO elimination project was completed in 2014 with water main costs of $2.75 million. That project also included $4.55 million in sewer construction cost and $1.74 million in motor fuel tax costs to reconstruct Country Club Drive after sewer installation was complete.

Next phases water main construction costs are estimated as follows:
Phase 2: $2.2 million (2021 construction)
Phase 3: $2.9 million (2022 construction)
Phase 4: $1.6 million (2023 construction)

Total: $6.7 million + $1.3 million loan ordinance contingency = $8.0 million loan authorization.

A future water main loan authorization ordinance will be requested for Phase 5, 8 & 9 to complete the CSO elimination project, currently estimated as follows:

Phase 5: $1.5 million (2025 construction)
Phase 8: $2.6 million (2027 construction)
Phase 9: $1.4 million (2029 construction)

Total: $5.5 million + $1.1 million loan ordinance contingency = $6.6 million loan authorization.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: A public meeting will be held as part of the IEPA loan application process.

FINANCIAL IMPACT: This ordinance authorizes borrowing loan funds for the IEPA application process but does not obligate acceptance of a loan. Further Council approval will be needed when a loan is offered.

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: Greg Kallevig, Civil Engineer II

Reviewed by:

Kevin Kothe, City Engineer 3/9/2020

Chris Tomerlin, Budget Manager 3/10/2020

Angela Fyans-Jimenez

Angela Fyans-Jimenez, Deputy Corporation Counsel 3/16/2020

Tara Henry, Legislative Assistant 3/18/2020

Recommended by:

Tim Gleason, City Manager

Attachments:

- PW 7B Ordinance_Authorize IEPA Drinking Water Loan
- PW 7C Legal Opinion_Authorize IEPA Drinking Water Loan
- PW 7D Location Map_Authorize IEPA Drinking Water Loan

ORDINANCE NO. 2020 - _____

AN ORDINANCE AUTHORIZING THE CITY OF BLOOMINGTON, MCLEAN COUNTY, ILLINOIS TO BORROW FUNDS FROM THE PUBLIC WATER SUPPLY LOAN PROGRAM

WHEREAS, the CITY OF BLOOMINGTON, MCLEAN COUNTY, Illinois the ("CITY"), operates its public water supply system ("the System") and in accordance with the provisions of the Illinois Municipal Code (65 ILCS 5/11-129-1 et seq.); the Local Government Debt Reform Act, (30 ILCS 350/1 et seq.), the Illinois Municipal Code (65 ILCS 5/8-4-1 et seq.), (collectively "the Act"), as well as the home rule authority granted the City of Bloomington by Article VII, Section 6 of the Illinois Constitution.

WHEREAS, the MAYOR and CITY COUNCIL of the City of Bloomington ("the Corporate Authorities") have determined that it is advisable, necessary, and in the best interest of the public health, safety, and welfare to improve the System, including the following: Phase 2, 3, and 4 construction of a new water main as part of the Locust and Colton Street Combined Sewer Overflow (CSO) Elimination and Water Main Replacement Project together with any land or rights in land and all electrical, mechanical or other services necessary, useful or advisable to the construction and installation ("the Project"), all in accordance with the plans and specifications prepared by consulting engineers of the CITY, Clark Dietz, Inc.; which Project has a useful life of seventy-five (75) years; and

WHEREAS, the estimated cost of construction and installation of the Project, including engineering, legal, financial and other related expenses is $8.0 million, and there are insufficient funds on hand and lawfully available to pay these costs; and

WHEREAS, the loan shall bear an interest rate as defined by 35 Ill. Adm. Code 662, which does not exceed the maximum rate authorized by the Bond Authorization Act, as amended, 30 ILCS 305/0.01 et seq., at the time of the issuance of the loan; and

WHEREAS, the principal and interest payment shall be payable semi-annually, and the loan shall mature in 20 years, which is within the period of useful life of the project; and

WHEREAS, the costs are expected to be paid for with a loan to the CITY from the Public Water Supply Loan Program through the Illinois Environmental Protection Agency, the loan to be repaid from revenues of the System, and the loan is authorized to be accepted at this time pursuant to the Act; and

WHEREAS, in accordance with the provisions of the Act, the CITY is authorized to borrow funds from the Public Water Supply Loan Program in the aggregate principal amount of $8.0 million to provide funds to pay the costs of the Project; and

WHEREAS, the loan to the CITY shall be made pursuant to a Loan Agreement, including certain terms and conditions between the CITY and the Illinois Environmental Protection Agency;

NOW THEREFORE, be it ordained by the MAYOR AND CITY COUNCIL of the CITY OF BLOOMINGTON, MCLEAN COUNTY, Illinois, as follows:

SECTION 1. INCORPORATION OF PREAMBLES

The Corporate Authorities hereby find that the recitals contained in the preambles are true and correct, and incorporate them into this Ordinance by this reference.

SECTION 2. DETERMINATION TO BORROW FUNDS

It is necessary and in the best interests of the CITY to construct the Project for the public health, safety, and welfare, in accordance with the plans and specifications, as described; that the System continues to be operated in accordance with the provisions of the Illinois Environmental Protection Act, 415 ILCS 5/1 et seq.; and that for the purpose of constructing the Project, it is hereby authorized that funds be borrowed by the C I T Y in the aggregate principal amount (which can include construction period interest financed over the term of the loan) not to exceed $8.0 million.

SECTION 3. ADDITIONAL ORDINANCES

The Corporate Authorities may adopt additional ordinances or proceedings supplementing or amending this Ordinance, providing for entering into the Loan Agreement with the Illinois Environmental Protection Agency, prescribing all the details of the Loan Agreement, and providing for the collection, segregation and distribution of the revenues of the System, so long as the maximum amount of the Loan Agreement as set forth in this Ordinance is not exceeded and there is no material change in the project or purposes described herein. Any additional ordinances or proceedings shall in all instances become effective in accordance with the Act or other applicable laws. This Ordinance, together with such additional ordinances or proceedings, shall constitute complete authority for entering into the Loan Agreement under applicable law.

However, notwithstanding the above, the CITY may not adopt additional ordinances or amendments which provide for any substantive or material change in the scope and intent of this Ordinance, including but not limited to interest rate, preference or priority of any other ordinance with this Ordinance, parity of any other ordinance with this Ordinance, or otherwise alter or impair the obligation of the CITY to pay the principal and interest due to the Public Water Supply Loan Program without the written consent of the Illinois Environmental Protection Agency.

SECTION 4. LOAN NOT INDEBTEDNESS OF CITY

Repayment of the loan to the Illinois Environmental Protection Agency by the CITY pursuant to this Ordinance is to be solely from the revenue derived from the revenues of the System and the loan does not constitute an indebtedness of the CITY within the meaning of any constitutional or statutory limitation.

SECTION 5. APPLICATION FOR LOAN

The MAYOR is hereby authorized to make application to the Illinois Environmental Protection Agency for a loan through the Public Water Supply Loan Program, in accordance with the loan requirements set out in 35 Ill. Adm. Code 662.

SECTION 6. ACCEPTANCE OF LOAN AGREEMENT

The Corporate Authorities hereby authorize acceptance of the offer of a loan through the Public Water Supply Loan Program, including all terms and conditions of the Loan Agreement as well as all special conditions contained therein and made a part thereof by reference. The Corporate Authorities further agree that the loan funds awarded shall be used solely for the purposes of the project as approved by the Illinois Environmental Protection Agency in accordance with the terms and conditions of the Loan Agreement.

SECTION 7. RESERVE ACCOUNTS

A reserve account shall be established by the CITY designated the "Waterworks Reserve Account". There shall be deposited in said account with an equal to one half of one annual payment required to be made by the CITY on the Loan pursuant to the terns of the Loan Agreement. Said account may be funded by the CITY by making twelve monthly installments over a year.

SECTION 8. AUTHORIZATION OF MAYOR TO EXECUTE LOAN AGREEMENT

The MAYOR is hereby authorized and directed to execute the Loan Agreement with the Illinois Environmental Protection Agency. The Corporate Authorities may authorize by resolution a person other than the MAYOR for the sole purpose of authorizing or executing any documents associated with payment requests or reimbursements from the Illinois Environmental Protection Agency in connection with this loan.

SECTION 9. SEVERABILITY

If any section, paragraph, clause or provision of this Ordinance is held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the other provisions of this Ordinance.

SECTION 10. REPEALER

All ordinances, resolutions, orders, or parts thereof, which conflict with the provisions of this Ordinance, to the extent of such conflict, are hereby repealed.

PASSED this 26th day of March 2020.

APPROVED this _____ day of March 2020.

CITY OF BLOOMINGTON

_____

Tari Renner, Mayor

ATTEST

_____

Leslie Smith-Yocum, City Clerk

Illinois Environmental Protection Agency
1021 North Grand Avenue
P.O. Box 19726
Springfield, IL 62794-9726

Re: City of Bloomington Ordinance Number 2020-___

To Whom It May Concern:

I have reviewed City of Bloomington Ordinance Number 2020-___ , authorizing the City of Bloomington to borrow funds from the Public Water Supply Loan Program.

The enacted ordinance is in accordance with all state statutes and the home rule authority of the City of Bloomington with respect to the validity and enforceability of the City's obligations. It does not conflict with any other agreements, bonds or ordinances. It was validly passed and approved by the City Council.

Thank you in advance for your attention to this matter.

Yours truly,

Angela Fyans Jimenez

Angela Fyans Jimenez
Deputy Corporation Counsel

Chapter 3 – PROJECT PHASES

A preliminary water main service area analysis was conducted to identify the existing areas of 4 and 6-inch diameter water mains within the Locust Street CSO Sewershed and was cross referenced with the areas where sewer separation would be taking place. In areas where new or larger diameter water mains exist, service lines would be relocated to the new or larger diameter main and the older, smaller diameter main would be abandoned. Areas served by undersized water main require new 8-inch mains, service line relocates, and abandonment of the existing main. Descriptions of each of the phases are defined in the sections that follow. An overall map of all the phases is shown in Figure 3-1.

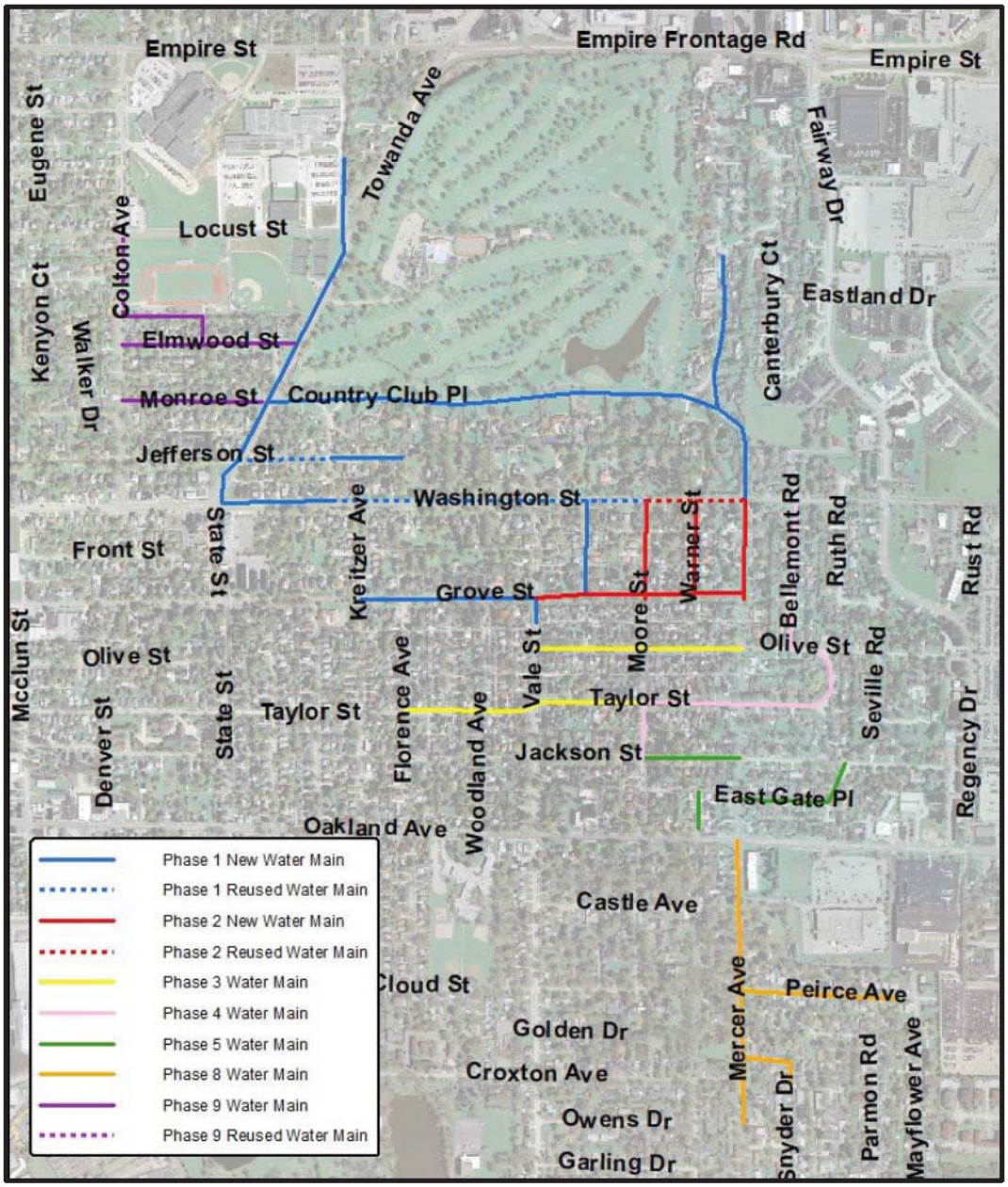


Figure 3-1 Locust Street Water Main Replacement Phases

CONSENT AGENDA ITEM NO. 7.T

FOR COUNCIL: March 26, 2020

SPONSOR: Public Works Department

WARD IMPACTED: Ward 7

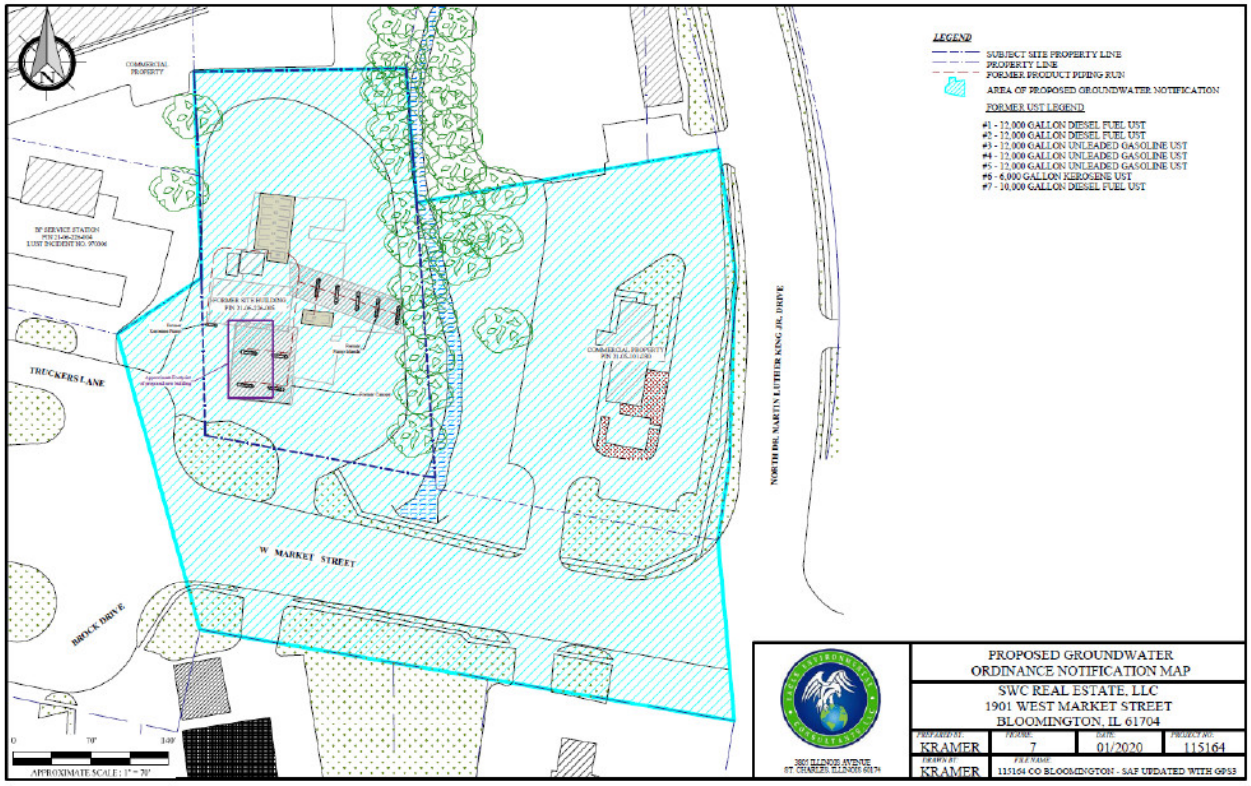
SUBJECT: Consideration and action on an Ordinance Prohibiting the Use of Groundwater as a Potable Water Supply by the Installation or Use of Potable Water Supply Wells or by any other Method, at 1901 West Market Street, as requested by the Public Works Department.

RECOMMENDED MOTION: The proposed Ordinance be approved.

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

STRATEGIC PLAN SIGNIFICANCE:
-Objective 5c. Incorporation of "Green Sustainable" concepts into City's development and plans
-Objective 2b. Quality water for the long term

BACKGROUND: Public Works is recommending the approval of an Ordinance for a Corrective Action Plan that has been developed for a site that shows soil and groundwater contamination extending past the property boundary into the right-of-way for West Market Street and adjoining property (1807 West Market Street). The site, located at 1901 West Market Street (below), is owned by SWC Real Estate, LLC.



Tests showed contamination from some substances above acceptable levels in the groundwater around the site. There is no further economically-feasible action that can be taken to clean up the groundwater. It is at a depth that poses minimal risk of exposure through excavation. However, there is still the possibility of shallow domestic wells coming into contact with the water. The Illinois Environmental Protection Agency is requiring the City to pass an Ordinance prohibiting the use of groundwater as a potable water supply within the affected area as a requirement for issuance of a "No Further Remediation" letter to protect the public from that possibility.

There is a City water main adjacent to the affected properties and a well would not be permitted in this vicinity regardless of this action. Therefore, this action presents no practical change to the property's ability to access potable water.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: The property owner's consultant will contact the affected property owner upon approval by the IEPA.

FINANCIAL IMPACT: N/A

COMMUNITY DEVELOPMENT IMPACT: N/A

Respectfully submitted for Council consideration.

Prepared by: Dominic Kallas, Engineer

Reviewed by:

Kevin Kothe, City Engineer 3/9/2020

Chris Tomerlin, Budget Manager 3/10/2020

Jeffrey R. Jurgens, Corporation Counsel 3/18/2020

Tara Henry, Legislative Assistant 3/19/2020

Recommended by:

Tim Gleason, City Manager

Attachments:

- PW 15B Ordinance_Eagle Environmental Groundwater Ordinance

ORDINANCE NO. 2020 - ___

AN ORDINANCE PROHIBITING THE USE OF GROUNDWATER AS A POTABLE WATER SUPPLY BY THE INSTALLATION OR USE OF POTABLE WATER SUPPLY WELLS OR BY ANY OTHER METHOD

WHEREAS, certain properties in the City of Bloomington, McLean County, Illinois have been used over a period of time for commercial/industrial purposes; and,

WHEREAS, because of said use, concentrations of certain chemical constituents in the groundwater beneath the City may exceed Class 1 groundwater quality standards for potable resource groundwater as set forth in 35 Illinois Administrative Code 620 or Tier 1 remediation objectives as set forth in 35 Illinois Administrative Code 742; and,

WHEREAS, the City desires to limit potential threats to human health from groundwater contamination while facilitating the development and productive use of properties that are the source of said chemical constituents;

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

Section 1: Use of groundwater as a potable water supply prohibited.

The use or attempted use of groundwater as a potable water supply by the installation or drilling of wells or by any other method, including at points of withdrawal by the City of Bloomington, is hereby prohibited for the properties identified by the following Parcel Identification Numbers, and within a portion of the Market Street and Truckers Lane rights-of-way, and as shown on Exhibit A, which is attached hereto and incorporated herein by reference.

21-06-226-005
21-05-101-030

Section 2: Penalties

Any person violating the provisions of this ordinance shall be subject to a fine of not less than $50.00 or more than $100.00 for each violation. Each day that a violation continues after due notice has been served shall be deemed a separate offense.

Section 3: Definitions

“Person” is any individual, partnership, co-partnership, firm, company, limited liability company, corporation, association, joint stock company, trust, estate, political subdivision, or any other legal entity, or their legal representatives, agents or assigns.

"Potable Water" is any water used for human or domestic consumption, including, but not limited to, water used for drinking, bathing, swimming, washing dishes, or preparing foods.

Section 4: Repealer

All ordinances or parts of ordinances in conflict with this ordinance, are hereby repealed insofar as they are in conflict with this ordinance.

Section 5: Severability

If any provision of this ordinance or its application to any person or under any circumstances is adjudged invalid, such adjudication shall not affect the validity of the ordinance as a whole or any portion not adjudged invalid.

Section 6: Effective Date

This ordinance shall be in full force and effect from and after its passage.

PASSED this 26th day of March 2020.

APPROVED this ___th day of March 2020.

CITY OF BLOOMINGTON

_____
Tari Renner, Mayor

ATTEST

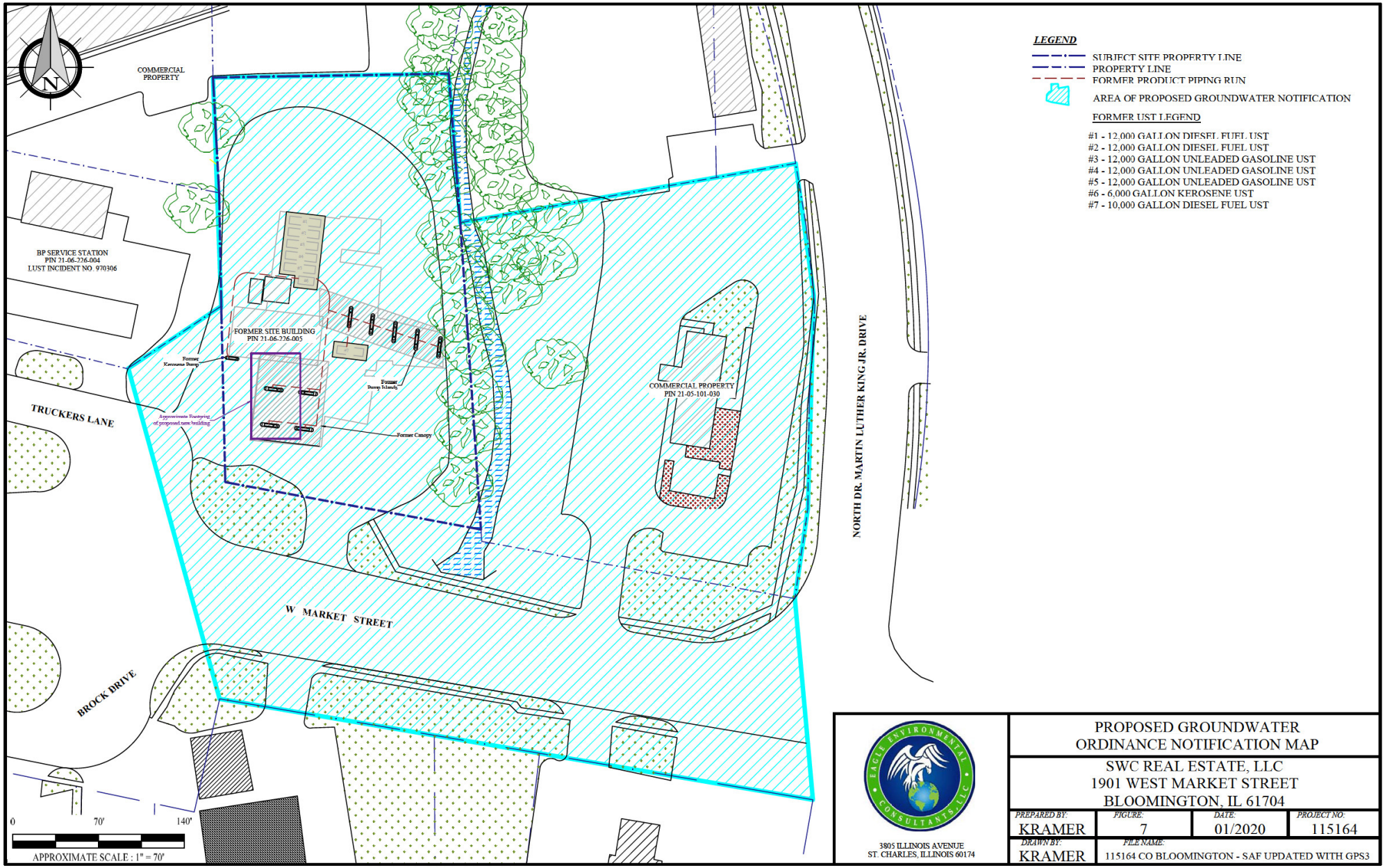
_____
Leslie Smith-Yocum, City Clerk

Exhibit A

Description of the Proposed Groundwater Use Restriction Area

The proposed groundwater use restriction area is proposed for the following properties identified by the following Parcel Identification Numbers and within a portion of the West Market Street and Truckers Lane rights-of-way, and as shown on the attached maps:

21-06-226-005
21-05-101-030



LEGEND

SUBJECT SITE PROPERTY LINE
PROPERTY LINE
FORMER PRODUCT PIPING RUN

AREA OF PROPOSED GROUNDWATER NOTIFICATION

FORMER UST LEGEND

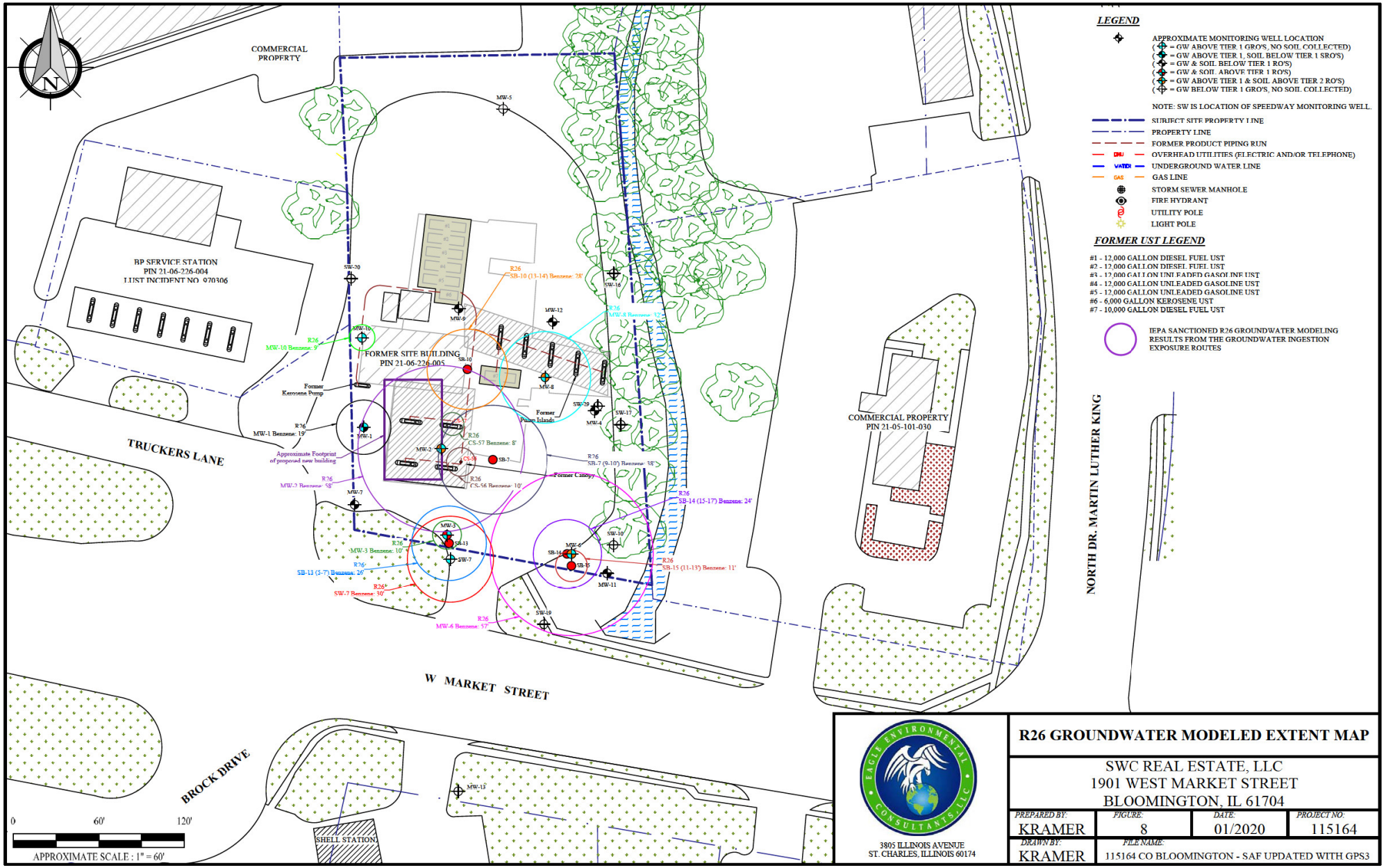
#1 - 12,000 GALLON DIESEL FUEL UST
#2 - 12,000 GALLON DIESEL FUEL UST
#3 - 12,000 GALLON UNLEADED GASOLINE UST
#4 - 12,000 GALLON UNLEADED GASOLINE UST
#5 - 12,000 GALLON UNLEADED GASOLINE UST
#6 - 6,000 GALLON KEROSENE UST
#7 - 10,000 GALLON DIESEL FUEL UST

EAGLE ENVIRONMENTAL CONSULTANTS, LLC
3805 ILLINOIS AVENUE
ST. CHARLES, ILLINOIS 60174

PROPOSED GROUNDWATER ORDINANCE NOTIFICATION MAP

SWC REAL ESTATE, LLC
1901 WEST MARKET STREET
BLOOMINGTON, IL 61704

PREPARED BY:	FIGURE:	DATE:	PROJECT NO:
KRAMER	7	01/2020	115164
DRAWN BY:	FILE NAME:		
KRAMER	115164 CO BLOOMINGTON - SAF UPDATED WITH GPS3		



LEGEND

APPROXIMATE MONITORING WELL LOCATION
(= GW ABOVE TIER 1 GRO'S, NO SOIL COLLECTED)
(= GW ABOVE TIER 1, SOIL BELOW TIER 1 SRO'S)
(= GW & SOIL BELOW TIER 1 RO'S)
(= GW & SOIL ABOVE TIER 1 RO'S)
(= GW ABOVE TIER 1 & SOIL ABOVE TIER 2 RO'S)
(= GW BELOW TIER 1 GRO'S, NO SOIL COLLECTED)

NOTE: SW IS LOCATION OF SPEEDWAY MONITORING WELL.

SUBJECT SITE PROPERTY LINE
PROPERTY LINE
FORMER PRODUCT PIPING RUN
OHU OVERHEAD UTILITIES (ELECTRIC AND/OR TELEPHONE)
UNDERGROUND WATER LINE
GAS GAS LINE
STORM SEWER MANHOLE
FIRE HYDRANT
UTILITY POLE
LIGHT POLE

FORMER UST LEGEND

#1 - 12,000 GALLON DIESEL FUEL UST
#2 - 12,000 GALLON DIESEL FUEL UST
#3 - 12,000 GALLON UNLEADED GASOLINE UST
#4 - 12,000 GALLON UNLEADED GASOLINE UST
#5 - 12,000 GALLON UNLEADED GASOLINE UST
#6 - 6,000 GALLON KEROSENE UST
#7 - 10,000 GALLON DIESEL FUEL UST

IEPA SANCTIONED R26 GROUNDWATER MODELING RESULTS FROM THE GROUNDWATER INGESTION EXPOSURE ROUTES

EAGLE ENVIRONMENTAL CONSULTANTS, LLC
3805 ILLINOIS AVENUE
ST. CHARLES, ILLINOIS 60174

R26 GROUNDWATER MODELED EXTENT MAP

SWC REAL ESTATE, LLC
1901 WEST MARKET STREET
BLOOMINGTON, IL 61704

PREPARED BY:	FIGURE:	DATE:	PROJECT NO:
KRAMER	8	01/2020	115164
DRAWN BY:	FILE NAME:		
KRAMER	115164 CO BLOOMINGTON - SAF UPDATED WITH GPS3		

CONSENT AGENDA ITEM NO. 7.U

FOR COUNCIL: March 26, 2020

SPONSOR: Community Development Department

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and action on an Ordinance Adopting Multiple Map Amendments to the Official Zoning Map for Properties in the City of Bloomington, to Amend Errors and Make the Map Consistent with the Previously Adopted Comprehensive Text Amendment to the Bloomington Zoning Ordinance, Chapter 44 of the Bloomington City Code, as requested by the Community Development Department.

RECOMMENDED MOTION: The proposed Ordinance be approved.

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

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

BACKGROUND: On March 11, 2019, the City Council passed Resolution 2019-10 adopting the Official 2018 Zoning Map which reflected the zoning amendments for the previous calendar year. At the same meeting, as part of a Comprehensive Text Amendment to Chapter 44 of the City Code, the City Council also approved multiple map amendments. The amendments involved consolidating, eliminating, and creating new districts, particularly in Downtown Bloomington. The Council amended the zoning on 372 properties. The adopted zoning text amendment directly relates to amendments to the Official Zoning Map. The adopted text amendment included eliminating the B-3 district and establishing three new Downtown Bloomington districts: D-1, Central Business District; D-2, Downtown Transition District; and D-3 Warehouse and Arts district. Additionally, the adopted text amendment results in the combination of the B-1, Highway Business District and C-3, Regional Commercial Shopping District resulting in the establishment of the B-1, General Commercial District, and combining the C-2, Neighborhood Commercial District and the B-2, General Business Service District into the B-2 Local Commercial District. Lastly, the W-1, Warehouse district was eliminated from the ordinance and four properties with the W-1 zoning were rezoned to M-1, Restricted Manufacturing.

While updating the map following Council action, the Community Development Department staff discovered some mapping data errors in the published legal notice. In order to correct the issues with the map, the City notified these property owners, and held a public hearing on the map amendments for the 43 properties at issue on February 26, 2020 before the Planning Commission. The public hearing was initiated by City Council on January 27, 2020 with the adoption of Resolution 2020-02. Two people expressed concerns with the adopted D-2 Downtown Transition District at the public hearing. The concerns related directly to the text of the zoning ordinance and permission for theaters in the Downtown Transition district.

No one else spoke on the zoning map amendments. The Planning Commission recommended approval of the map amendments.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: The Planning Commission held a public hearing on February 26, 2020 at 4:00 P.M. at the City Council Chambers. Notice of the hearing was published on February 10, 2020 in *The Pantagraph*. The City also mailed letters to the property owners affected by the map amendments. The Planning Commission found the amendments to align with the goals of the Comprehensive Plan. The Commission unanimously recommended approval of the map amendment. The Minutes from the meeting are attached to this memo. The meeting packet and reports are online at https://www.cityblm.org/Home/ShowDocument?id=24011

FINANCIAL IMPACT: N/A

COMMUNITY DEVELOPMENT IMPACT: Goal N-1.1 Enhance the livability of all Bloomington neighborhoods. Objective N-1.1a Update ordinances and regulations to accomplish the goals of the comprehensive plan. Goal N-1.1 Enhance the livability of all Bloomington neighborhoods. Objective N-1.1e Update the ordinances and codes to reflect the unique needs of the Regeneration, Preservation, and Stable Areas and preserve their character.

Respectfully submitted for Council consideration.

Prepared by: Katie Simpson, City Planner

Reviewed by:

Robert G. Mahrt, Community Development Director 3/11/2020

Chris Tomerlin, Budget Manager 3/12/2020

George Boyle

George Boyle, Assistant Corporation Counsel 3/13/2020

Tara Henry, Legislative Assistant 3/16/2020

Recommended by:

Tim Gleason, City Manager

Attachments:

- CD 3B Ordinance Adopting the Map Amendment_2020_D
- CD 3C Draft Minutes from Feb 26 2020 PC Meeting

ORDINANCE NO. 2020 - _____

AN ORDINANCE ADOPTING MULTIPLE MAP AMENDMENTS TO THE OFFICIAL ZONING MAP FOR PROPERTIES IN THE CITY OF BLOOMINGTON, TO AMEND ERRORS AND MAKE THE MAP CONSISTENT WITH THE PREVIOUSLY ADOPTED COMPREHENSIVE TEXT AMENDMENT TO THE BLOOMINGTON ZONING ORDINANCE, CHAPTER 44 OF THE BLOOMINGTON CITY CODE

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

WHEREAS, pursuant to the Illinois Municipal Code, the City of Bloomington has authority to create and to establish, by ordinance, zoning regulations and districts, and to amend said regulations and districts from time to time; and

WHEREAS, through the adoption of Ordinance 2019-12, the City Council adopted a comprehensive update to chapter 44 of the City Code which amended, consolidated, eliminated and created districts regulated by Chapter 44 of the City Code and represented on the Official Zoning Map, adopted by the City Council on March 11, 2019; and

WHEREAS, through the adoption of Ordinance 2019-12, the City Council also made multiple map amendments to the Official Zoning Map, adopted by the City Council on March 11, 2019; and,

WHEREAS, the premises hereinafter described in Exhibit "A", are regulated under the provisions of Chapter 44 of the Bloomington City Code, 1960, as amended, and have zoning classifications that, after the adoption of the Comprehensive Amendment to the Bloomington Zoning Ordinance, are no longer in harmony with the letter, philosophy and intent of Chapter 44 of the Bloomington City Code, as amended; and

WHEREAS, the City Council passed Resolution 2020-02 initiating map amendments, as proposed in Exhibit "A", to the Official Zoning Map, and directed the Bloomington Planning Commission to hold a public hearing on said amendments; and

WHEREAS, on February 26, 2020, after proper notice was given, the Bloomington Planning Commission held a public hearing on said map amendments, and found the map amendments to be in the public interest and consistent with the purpose and intention of the zoning ordinance and the Bloomington Comprehensive Plan; and

WHEREAS, the Planning Commission recommended the Bloomington City Council adopt this ordinance; and

WHEREAS, the Bloomington City Council has the authority pursuant to Chapter 44, Section 44-205 of the Bloomington City Code to adopt this ordinance and amend the official zoning map for the City of Bloomington.

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

1. The above recitals are incorporated into this Ordinance as though fully set forth herein.

2. That the City Council hereby adopts the amendments to the official zoning map for the City of Bloomington as described in Exhibit "A".

PASSED this 26th day of March 2020.

APPROVED this ____ day of March 2020.

CITY OF BLOOMINGTON

_____
Tari Renner, Mayor

ATTEST

_____
Leslie Smith-Yocum, City Clerk

EXHIBIT A

PROPERTIES PROPOSED TO BE REZONED FROM C-2 NEIGHBORHOOD SHOPPING DISTRICT TO B-2, LOCAL COMMERCIAL DISTRICT			
ADDRESS	**CITY, STATE**	**ZIP CODE**	**PIN**
2501 COLLEGE AVE ALL CONDOMINIUMS 1-3	BLOOMINGTON, IL	61704	1425305000 1425305001 1425305002 1425305003
3002-3004 GENERAL ELECTRIC RD ALL CONDOMINIUMS 3002-3004	BLOOMINGTON, IL	61704	1530354000 1530354001 1530354002
3601-3603 GENERAL ELECTRIC RD ALL CONDOMINUMS 1-3	BLOOMINGTON, IL	61704	1531208000 1531208004 1531208005 1531208003 1531208001
PROPERTIES PROPOSED TO BE REZONED FROM C-3 COMMUNITY/REGIONAL SHOPPING DISTRICT TO B-1, GENERAL COMMERCIAL DISTRICT			
1206 TOWANDA AVE	BLOOMINGTON, IL	61701	1434451010
PROPERTIES PROPOSED TO BE REZONED FROM B-3 CENTRAL BUSINESS DISTRICT TO D-2 DOWNTOWN TRANSITION DISTRICT			
221 E FRONT ST ALL CONDOMINIUMS 1-5	BLOOMINGTON, IL	61701	2104421000 2104421006 2104421005 2104421004 2104421003 2104421002 2104421001
209 E WASHINGTON ST ALL CONDOMINIUMS 1-5	BLOOMINGTON, IL	61701	2104420000 2104420002 2104420003 2104420004 2104420005 2104420001
210 S EAST ST	BLOOMINGTON, IL	61701	2104350004
201 W OLIVE ST ALL CONDOMINIUMS 1-4	BLOOMINGTON, IL	61701	2104347000 2104347018 2104347015 2104347017 2104347016

222 E MARKET ST	BLOOMINGTON, IL	61701	2104257014
105-115 W JEFFERSON ST CONDOMINUMS 1-14	BLOOMINGTON, IL	61701	2104369002 2104369000 2104369001 2104369002 2104369003 2104369004 2104369005 2104369006 2104369008 2104369009 2104369011 2104369012 2104369013 2104369014 2104369015 2104369016 2104369017 2104369018 2104369019 2104369020 2104369010 2104369007
511 W FRONT STREET	BLOOMINGTON, IL	61701	2104310014
209 DOUGLAS ST	BLOOMINGTON, IL	61701	2104257013
305 W MONROE CONDOMINIUMS 1-7	BLOOMINGTON, IL	61701	2104198000 2104198001 2104198007 2104198003 2104198005 2104198002 2104198004 2104198006
102 W LOCUST ST	BLOOMINGTON, IL	61701	2104196001
104 W LOCUST ST	BLOOMINGTON, IL	61701	2104196002
106 W LOCUST ST	BLOOMINGTON, IL	61701	2104196003
108 W LOCUST ST	BLOOMINGTON, IL	61701	2104196004
110 W LOCUST ST	BLOOMINGTON, IL	61701	2104196005
112 W LOCUST ST	BLOOMINGTON, IL	61701	2104196006

114 W LOCUST ST	BLOOMINGTON, IL	61701	2104196007
116 W LOCUST ST	BLOOMINGTON, IL	61701	2104196008
318 N MAIN ST CONDOMINIUMS 1-3	BLOOMINGTON, IL	61701	2104197000 2104197001 2104197003 2104197002
PROPERTIES PROPOSED TO BE REZONED FROM B-3 CENTRAL BUSINESS DISTRICT TO D-1 CENTRAL BUSINESS DISTRICT			
102 N CENTER ST CONDOMINIUMS 1-49			2104372000 2104372035 2104372036 2104372037 2104372038 2104372039 2104372041 2104372042 2104372044 2104372045 2104372046 2104372048 2104372040 2104372043 2104372047 2104372049 2104372011 2104372012 2104372013 2104372014 2104372015 2104372016 2104372017 2104372018 2104372019 2104372020 2104372021 2104372023 2104372024 2104372025 2104372022 2104372026 2104372027 2104372028 2104372029 2104372030 2104372031

			2104372032 2104372033 2104372003 2104372002 2104372001 2104372004 2104372005 2104372006 2104372007 2104372008 2104372009 2104372010 2104372034
202 N CENTER ST CONDIMINIUMS 1-12	BLOOMINGTON, IL	61701	2104332014 2104370000 2104370001 2104370002 2104370003 2104370004 2104370005 2104370001 2104370002 2104370003 2104370004 2104370005
101-103 W JEFFERSON ST AND 306-310 MAIN ST	BLOOMINGTON, IL	61701	2104328028
217 W JEFFERSON STREET	BLOOMINGTON, IL	61701	2104327004
212 N CENTER ST ALL CONDIMINIUMS 1-32			2104325000 2104325025 2104325026 2104325027 2104325028 2104325029 2104325030 2104325031 2104325021 2104325022 2104325023 2104325024 2104325001 2104325002 2104325003 2104325004 2104325005 2104325006 2104325007

			2104325008 2104325009 2104325010 2104325011 2104325012 2104325013 2104325014 2104325015 2104325016 2104325017 2104325018 2104325019 2104325020
205 N MAIN STREET ALL CONDIMINUMS 1-9			2104334011 2104371000 2104371001 2104371002 2104371003 2104371004 2104371001 2104371002 2104371003 2104371004
PROPERTIES PROPOSED TO BE REZONED FROM D-1 CENTRAL BUSINESS DISTRICT TO P-2, PUBLIC LANDS AND INSTITUTIONS			
104 W FRONT ST	BLOOMINGTION , IL	61701	2104343028
PROPERTIES PROPOSED TO BE REZONED FROM D-1 CENTRAL BUSINESS DISTRICT TO R-3B MULTIFAMILY RESIDENTIAL DISTRICT			
507 W GROVE ST	BLOOMINGTON, IL	61701	2104314023
510 W GROVE ST	BLOOMINGTON, IL	61701	2104318010
509 W OLIVE ST	BLOOMINGTON, IL	61701	2104318022
504 ½ W GROVE ST	BLOOMINGTON, IL	61701	2104318013
508 W GROVE ST	BLOOMINGTON, IL	61701	2104318011
513 W GROVE ST	BLOOMINGTON, IL	61701	2104314020
506 W GROVE ST	BLOOMINGTON, IL	61701	2104318012
512 W FRONT ST	BLOOMINGTON, IL	61701	2104314008

509 W GROVE ST	BLOOMINGTON, IL	61701	2104314022
511 W GROVE ST	BLOOMINGTON, IL	61701	2104314021
103 S MCLEAN ST	BLOOMINGTON, IL	61701	2104415008
101 S MCLEAN ST	BLOOMINGTON, IL	61701	2104415007
PROPERTIES PROPOSED TO BE REZONED FROM D-1 CENTRAL BUSINESS DISTRICT TO R-2, MIXED RESIDENTIAL DISTRICT			
403 E MONROE ST	BLOOMINGTON, IL	61701	2104267003

Z-02-20 Public Hearing, review and action on map amendments to the official zoning map for properties in the city of Bloomington, to amend errors and make the map consistent with the previously adopted comprehensive text amendment to the Bloomington Zoning Ordinance, Chapter 44 of the Bloomington City Code.

Ms. Katie Simpson gave the staff report. Staff recommends approval of zoning map amendments. In 2017, we started the process of updating the zoning code to align our ordinance with the goals of the Comprehensive Plan and make it more user friendly. In March of 2019 the new Zoning Code was adopted.

The zoning text and maps are two different things. The text is the codes and the map shows districts and individual zoning of properties. There were four main districts that were affected by the combing of districts and elimination of districts including C-3 property by Eastland Mall, and C-2 Neighborhood Commercial sprinkled throughout was combined with what we currently have now which is the Local Commercial District. Multiple meetings were held with the community. Condominium parcels were missing from the zoning map and the property owners were not notified. We are currently in the process of cleaning that up and notifying property owners. There are forty-three issues, fourteen properties that were originally changed to R-3B were changed to D-2. Outside of the D-2 District that we didn't intend to rezone to D-2, we are cleaning up back to their original zoning which is R-3B. Twenty nine properties were not notified in the Downtown area and most of them were condominium parcels. Of the twenty-nine properties there about 197 different condominiums inside those twenty-nine addresses. We have gone back and notified 197 owners and many owners own multiple condos so about eighty people were re-notified of the zoning change. What the Planning Commission is tasked with today is amending the changes on the map and the second item on the agenda is to adopt the map. We have heard from a few property owners that are concerned about non-conformity with the zoning. When we adopted the D-2 we did not include theaters, so that is something we will have to come back and readdress at another meeting. We will have to notify the public and make a text amendment that includes theaters in the D-2 district.

Chair Headean opened the meeting for public comment. Mr. Rory O'Connor, owner of the Castle Theatre, was sworn in. The Castle building is also a condo building. Mr. O'Connor is President of the Condominium Association. The Theatre has been there since 1916. Its highest and best use is a theater. The change in zoning will make the theater non-conforming. It went from B-3 zoning where all the uses were permitted to D-2 where an entertainment venue is a special use, and a theater is not even a permitted use. With such a historic building in its current use, I am protesting the fact that I am losing property rights. Working with Katie and the City staff hopefully this can be changed. Making those permitted uses within D-2 would solve the issues.

Mr. Dave Stark, Jr., of 209 Washington Street was sworn in for comment. It seems like we are hurrying to approve the zoning changes, then we will have to go back to change it.

Public comment was closed. Open it up for discussion. In order to correct the oversight there would need to be a text amendment initiated by council, or staff on behalf of council, or by the public. Is it staff's view that this will be initiated? Katie Simpson said she thinks this will be an option along with other corrections that need to be amended and adopted.

Mr. George Boyle, Assistant Corporate Counsel, said it could be a quicker smaller fix the Castle may be closer to an entertainment venue rather than a theater. We will have to look at the definition and determine if it needs a special use and go through the special use process which may be quicker. We are willing to work with folks on this. We are trying to correct what we see as mistakes.

We have to adopt the official map by March 31st. The BCPA is a theater also in the D-2 District. The text amendment is a separate action item that will have to be addressed separately.

Mr. Rory O'Connor addressed the Commission, he is concerned if the theater burned down what height would be allowed to rebuild. The current height of The Castle is about eighty feet. D-2 allows a height six stories or sixty-five feet, unless it is adjacent to residential it is four stories or fifty-five feet. The Castle Theater is not adjacent to residential uses, so it could be rebuilt as six floors. A variance could also be sought to allow additional height.

Mr. Mohr made a motion to recognize as a finding of fact this amendment is in the public interest. Ms. McCann seconded the motion. Role call vote: Mr. David Stanczak - Yes; Mr. Justin Boyd - Yes; Mr. Thomas Krieger - Yes; Mr. John Protzman - Yes; Mr. Mark Muehleck - Yes; Mr. Tyson Mohr - Yes; Ms. Megan McCann - Yes; Chairperson Megan Headean - Yes.

Mr. Mohr made a motion to accept the recommendations as presented by staff. Ms. McCann seconded the motion. Role call vote: Mr. David Stanczak - Yes; Mr. Justin Boyd - Yes; Mr. Thomas Krieger - Yes; Mr. John Protzman - Yes; Mr. Mark Muehleck - Yes; Mr. Tyson Mohr - Yes; Ms. Megan McCann - Yes; Chairperson Megan Headean - Yes. Motion carries

Respectfully submitted,
Casey Weeks
Assistant City Planner

CONSENT AGENDA ITEM NO. 7.V

FOR COUNCIL: March 26, 2020

SPONSOR: Community Development Department

WARD IMPACTED: Ward 8

SUBJECT: Consideration and action on an Ordinance Approving a Special Use Permit for a Sports and Fitness Establishment in the M-1 Restricted Manufacturing District, for Property Located at 1707 E. Hamilton Road, as requested by the Community Development Department.

RECOMMENDED MOTION: The proposed Ordinance be approved.

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

STRATEGIC PLAN SIGNIFICANCE:
-Objective 3c. Revitalization of older commercial homes

BACKGROUND: 1707 E. Hamilton Road, the subject property, is located near the intersection of Commerce Parkway and E. Hamilton Road. The site is the location of the former Do-It-Yourself Center. The site is improved with a 54,846 square foot building. The site is adjacent to the Constitution Trail and within a mile from a bus stop. The property is zoned M-1, Restricted Manufacturing. It is adjacent to other M-1 and M-2 zoning designations, with B-1 to the north. The area, while originally designed as an industrial park, has transformed into a mix of commercial, manufacturing, and retail uses. The applicant is requesting a special use permit to allow a sports and fitness establishment in 15,000 square feet of the existing building. The proposed use is a mix of leisure activities as well as axe throwing. The establishment is intended to be open to a variety of age groups including families. In November 2019 the City Council approved a special use permit for this same use by the same applicant at a location near downtown. However, the lease agreement fell through and the tenant is proposing a new location, 1707 E. Hamilton Street.

The subject property has adequate parking to accommodate the proposed use. Additionally, the special use permit facilitates the adaptive reuse of a vacant building and promotes infill redevelopment. The Zoning Board of Appeals reviewed the application on February 19, 2020. The Board held a public hearing on the application. The Board determined that the application met the necessary parking requirements for the proposed use and was compatible with surrounding uses and other uses in the M-1, Restricted Manufacturing District. The Board recommended adding a condition to the special use permit that the tenant must follow the National Axe Throwing Federation's and World Axe Throwing League's safety standards and requirements. The applicant agreed to the condition. The Board unanimously recommended approval of the permit with the added condition. Their recommendation was consistent with staff's recommendation. The staff report, packet, and agenda from the meeting are available online at https://www.cityblm.org/Home/ShowDocument?id=23922.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: The Zoning Board of Appeals held a public hearing on the special use permit application on Wednesday, February 19, 2020. Notice of the public hearing was published in *The Pantagraph* on February 3, 2020. Staff mailed notices to property owners within 500 feet of the subject property, and also placed a large metal notification sign on the property. No one outside of the applicant spoke in favor of the application. No one spoke against the application. The Zoning Board found the application to meet the standards for a Special Use Permit and added a condition to the permit for additional safety. The Board voted, unanimously, to provide City Council with a positive recommendation. The vote passed 6-0. Minutes for the public hearing are attached to this memo.

FINANCIAL IMPACT: The subject property has been vacant for many years. The proposed Special Use Permit facilitates reuse of the property and may result in additional revenue and investment for the City.

COMMUNITY DEVELOPMENT IMPACT: Goal ED-2 Foster a culture of entrepreneurship, Objective ED-2.1 Promote access to resources, funding and information.

Respectfully submitted for Council consideration.

Prepared by: Katie Simpson, City Planner

Reviewed by:

Robert G. Mahrt, Community Development Director 3/11/2020

Chris Tomerlin, Budget Manager 3/12/2020

George Boyle

George Boyle, Assistant Corporation Counsel 3/13/2020

Tara Henry, Legislative Assistant 3/16/2020

Recommended by:

Tim Gleason, City Manager

Attachments:

- CD 2B Ordinance_Special Use Sports & Fitness
- CD 2C Site Plan 1707 E Hamilton Road
- CD 2D Petition 1707 E Hamilton Road_redacted
- CD 2E DRAFT Minutes ZBA 2.19.20

ORDINANCE NO. 2020 - _____

AN ORDINANCE APPROVING A SPECIAL USE PERMIT FOR A SPORTS AND FITNESS ESTABLISHMENT IN THE M-1 RESTRICTED MANUFACTURING DISTRICT, FOR PROPERTY LOCATED AT 1707 E. HAMILTON ROAD

WHEREAS, there was heretofore filed with the Community Development Department of the City of Bloomington, McLean County, Illinois, a petition and site plan requesting a Special Use Permit for a sports and fitness establishment in the M-1 Restricted Manufacturing District for certain premises hereinafter described in Exhibit A; and

WHEREAS, the Bloomington Board of Zoning Appeals, after proper notice was given, conducted a public hearing on said petition; and

WHEREAS, the Bloomington Board of Zoning Appeals, after said public hearing made findings of fact that such Special Use complied with the standards and conditions for granting such special use, specifically:

1.) The establishment, maintenance, or operation of the special use will not be detrimental to or endanger the public health, safety, comfort or general welfare;
2.) That the special use will not be injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted, nor substantially diminish and impair property values within the neighborhood;
3.) That the establishment of the special use will not impede the normal and orderly development and improvement of the surrounding property for uses permitted in the zoning district;
4.) That adequate utilities, access roads, drainage and/or necessary facilities have been or will be provided;
5.) That adequate measures have been or will be taken to provide ingress and egress so designed as to minimize traffic congestion in the public streets;
6.) That the special use shall, in all other respects, conform to the applicable regulations of the district in which it is located; and

WHEREAS, the Bloomington Board of Zoning Appeals voted to add a condition to the special use permit that the location comply with the International Axe Throwing Federation and the World Axe Throwing League safety regulations and standards; and

WHEREAS the City Council of the City of Bloomington has the power to pass this Ordinance and grant this special use permit with the recommended condition.

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

1. That the above recitals are incorporated into this Ordinance as though fully set forth herein.

2. That the Special Use Permit for a sports and fitness establishment in the M-1 Restricted Manufacturing District for the premises hereinafter described in Exhibit A shall be, and the same is hereby approved with the condition that the business located at the location comply with the International Axe Throwing Federation and the World Axe Throwing League safety regulations and standards.

3. This Ordinance shall take effect immediately upon passage and approval.

PASSED this 26th day of March 2020.

APPROVED this _____ day of 2020.

CITY OF BLOOMINGTON

_____
Tari Renner, Mayor

ATTEST

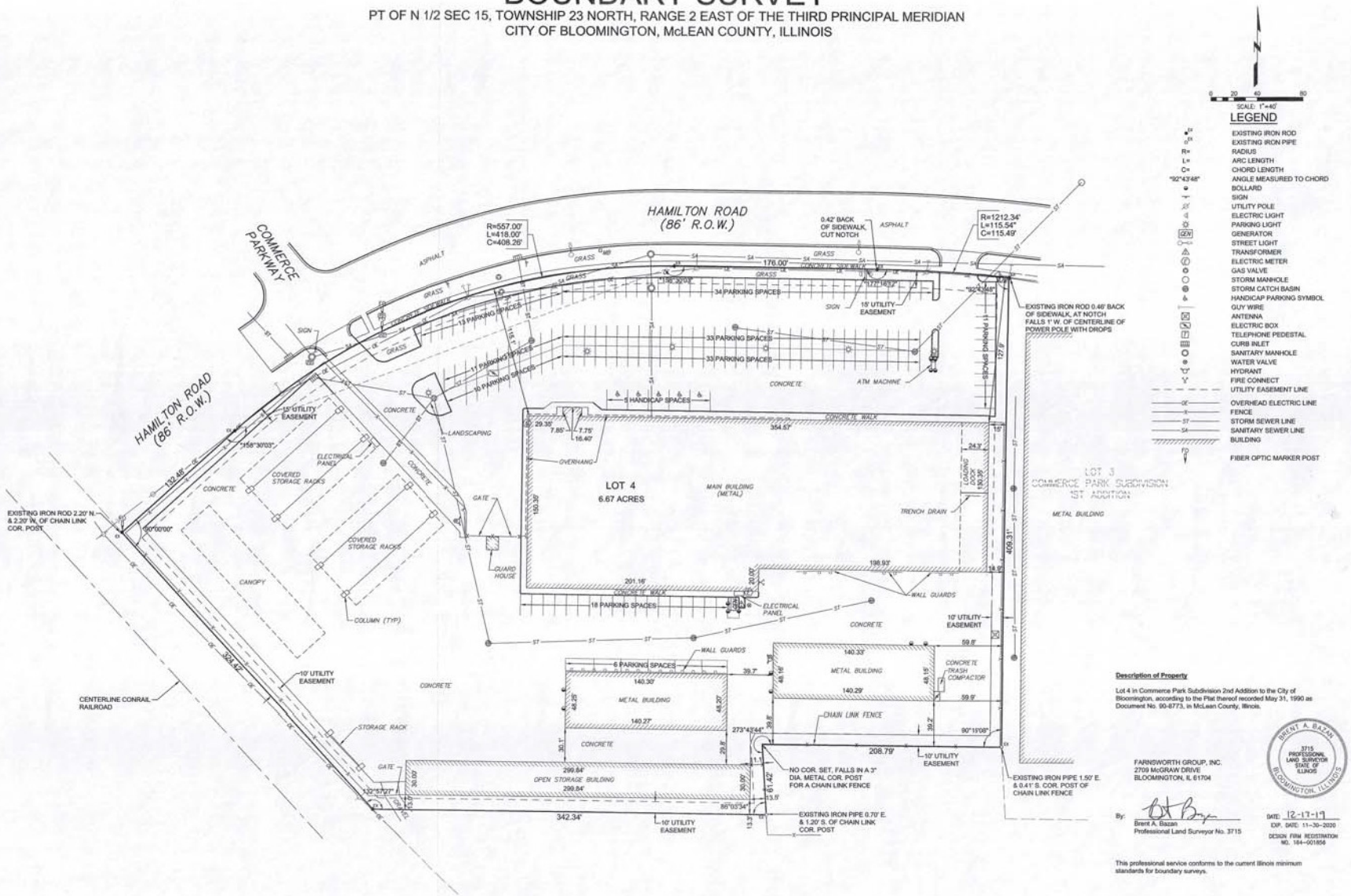
_____
Leslie Smith-Yocum, City Clerk

Exhibit A
"Legal Description"

COMMERCE PARK SUB 2ND ADD LOT 4 6.67 ACRES
(PIN: 21-15-178-001)

BOUNDARY SURVEY

PT OF N 1/2 SEC 15, TOWNSHIP 23 NORTH, RANGE 2 EAST OF THE THIRD PRINCIPAL MERIDIAN
CITY OF BLOOMINGTON, McLEAN COUNTY, ILLINOIS



LEGEND

- EXISTING IRON ROD
- EXISTING IRON PIPE
- R= RADIUS
- L= ARC LENGTH
- C= CHORD LENGTH
- "92°43'48" ANGLE MEASURED TO CHORD
- BOLLARD
- SIGN
- UTILITY POLE
- ELECTRIC LIGHT
- PARKING LIGHT
- GEN GENERATOR
- STREET LIGHT
- TRANSFORMER
- ELECTRIC METER
- GAS VALVE
- STORM MANHOLE
- STORM CATCH BASIN
- HANDICAP PARKING SYMBOL
- GUY WIRE
- ANTENNA
- ELECTRIC BOX
- TELEPHONE PEDESTAL
- CURB INLET
- SANITARY MANHOLE
- WATER VALVE
- HYDRANT
- FIRE CONNECT
- UTILITY EASEMENT LINE
- OE OVERHEAD ELECTRIC LINE
- FENCE
- ST STORM SEWER LINE
- SA SANITARY SEWER LINE
- BUILDING
- FO FIBER OPTIC MARKER POST

Description of Property

Lot 4 in Commerce Park Subdivision 2nd Addition to the City of Bloomington, according to the Plat thereof recorded May 31, 1990 as Document No. 90-8773, in McLean County, Illinois.

FARNSWORTH GROUP, INC.
2709 McGRAW DRIVE
BLOOMINGTON, IL 61704

By: Brent A. Bazan
Professional Land Surveyor No. 3715

BRENT A. BAZAN 3715 PROFESSIONAL LAND SURVEYOR STATE OF ILLINOIS BLOOMINGTON, ILLINOIS

DATE: 12-17-19
EXP. DATE: 11-30-2020
DESIGN FIRM REGISTRATION NO. 184-001856

This professional service conforms to the current Illinois minimum standards for boundary surveys.

P.I.N. 21-15-178-001
N. 1/2 SEC. 15, T.23N., R.2E. 3P.M.

Farnsworth GROUP
2709 McGRAW DRIVE
BLOOMINGTON, ILLINOIS 61704
(309) 663-8435 / info@f-w.com
www.f-w.com
Engineers | Architects | Surveyors | Scientists

ISSUE:
DATE: DESCRIPTION:

PROJECT:
CORE 3 CONSTRUCTION

1707 E. HAMILTON ROAD

BLOOMINGTON, ILLINOIS

Date:	12/17/19
Design/Drawn:	MBB
Reviewed:	
Field Book No.:	3019/26
Project No.:	0191952.00

SHEET TITLE:
BOUNDARY SURVEY

SHEET NUMBER:
1

File No.: 24-8720

PETITION FOR A SPECIAL USE PERMIT FOR PROPERTY LOCATED AT:

1707 E. HAMILTON BLOOMINGTON, IL 61701

State of Illinois)
)ss.
County of McLean)

TO: THE HONORABLE MAYOR AND CITY COUNCIL OF THE CITY OF BLOOMINGTON, MCLEAN COUNTY, ILLINOIS

Now come(s) THE BACKYARD SOCIAL, LLC

REGISTERED AGENT DANIEL KELLEY

hereinafter referred to as your petitioner(s), respectfully representing and requesting as follows:

1. That your petitioner(s) is (are) the owner(s) of the freehold or lesser estate therein of the premises hereinafter legally described in Exhibit(s) A, which is (are) attached hereto and made a part hereof by this reference, or is (are) a mortgagee or vendee in possession, assignee of rents: receiver, executor (executrix); trustee, lease, or any other person, firm or corporation or the duly authorized agents of any of the above persons having proprietary interest in said premises;

2. That said premises presently has a zoning classification of M-1 under the provisions of Chapter 44 of the Bloomington City Code, 1960;

3. That under the provisions of Chapter 44, Section 44.6-30 of said City Code SPORTS & FITNESS ESTABLISHMENT, are allowed as a special use in a M-1 zoning district;

4. That the establishment, maintenance, or operation of said special use on said premises will not be detrimental to or endanger the public health, safety, morals, comfort, or general welfare;

5. That said special use on said premises will not be injurious to the use and enjoyment of other property in the immediate vicinity of said premises for the purposes already permitted, nor substantially diminish and impair property values within the neighborhood;

6. That the establishment of said special use on said premises will not impede the normal and orderly development and improvement of the surrounding property for uses permitted in the M-1 zoning district;

7. That the exterior architectural treatment and functional plan of any proposed structure on said premises will not be so at variance with either the exterior architectural treatment and functional plan of the structures already constructed or in the course of construction in the immediate neighborhood or the character of the applicable district, as to cause a substantial depreciation in the property values within the neighborhood adjacent to said premises;

8. That adequate utilities, access roads, drainage and/or necessary facilities have been or are being provided to said premises for said special permitted use;

9. That adequate measures have been or will be taken to provide ingress and egress to and from said premises so designed as to minimize traffic congestion in the public streets; and

10. That said special permitted use on said premises shall, in all other respects, conform to the applicable regulations of the M-1 zoning district in which it is located except as such regulations may, in each instance, be modified by the City Council of the City of Bloomington pursuant to the recommendations of the Bloomington Board of Zoning Appeals.

WHEREFORE, your petitioner(s) respectfully pray(s) that said special use for said premises be approved.

Respectfully submitted,

DANIEL R. KELLEY

[redacted]

SP-01-20 Consideration, review and approval of a petition for a special use permit for a Sports/Fitness Establishment in the M-1 District for property located at 1707 E Hamilton Road submitted by Back Yard Social, LLC (Ward 1).

Chairperson Harris opened the public hearing and introduced the case. Mr. Daniel Kelly, representing Back Yard Social, applicant, was sworn in. He explained that he is petition for a special use permit to allow axe throwing and a recreational use at 1707 E Hamilton Road. Chairperson Harris asked about sharpening the axes and having an orientation. Mr. Kelly confirmed they grind the axes using a file and have an axe throwing coach on staff. Mr. Ballantini commented that the Board approved a special use permit in November 2019 and asked why the applicant has returned to the ZBA with a new location. Mr. Kelly explained that he encountered some challenges and additional costs associated with the previous location. He stated that this site is more conducive to the use given the layout of the building. Mr. Kelly explained that he is proposing a family friendly with multiple activities that people can do over an over. He stated this is similar to the previous property in square foot. He stated that he plans on installing custom bike racks to promote the proximity with the Constitution Trail. No one spoke against the petition. No one, outside of the applicant, spoke in favor of the petition.

Ms. Casey Weeks, Assistant City Planner, presented the staff report and recommendation. She described the site and shared photos, maps, and an aerial view of the property. She described surrounding uses including a golf learning center nearby. Ms. Weeks described the purpose and intention of the M-1 zoning district. She explained that the site complied with parking and is located near the Constitution Trail. She explained that the Zoning Board approved a similar special use permit with the condition that the building comply with the standards for the World Axe Federation and International Axe Federation. Ms. Weeks described similar facilities in the region and how this project aligns with the Comprehensive Plan.

Mr. Rivera asked about liquor licensing. Mr. Kelly explained how he would provide safety and mitigate the impacts of alcohol use. He explained that he intends to apply for a liquor license in the future.

Mr. Ballantini motioned to adopt the staff findings of fact. Mr. McFarland seconded the motion. The Board voted to adopt the staff findings with the following votes cast: Mr. Terry Ballantini - Yes, Mr. Michael McFarland - Yes, Mr. Michael Rivera Jr—Yes; Mr. Michael Straza—Yes; Mr. Tyler Noonan - Yes, and Chairperson Victoria Harris – Yes.

Mr. Rivera motioned to approve the Special Use Permit with the condition that the property comply with the World Axe Federation and International Axe Federation. Mr. Ballantini seconded the motion. The Board approved the special use permit with a condition by a vote of 6-0, with the following votes cast on roll call: Mr. Michael Rivera Jr—Yes; Mr. Terry Ballantini - Yes, Mr. Michael McFarland – Yes; Mr. Michael Straza—Yes; Mr. Tyler Noonan - Yes, and Chairperson Victoria Harris – Yes.

CONSENT AGENDA ITEM NO. 7.W

FOR COUNCIL: March 26, 2020

SPONSOR: Public Works Department

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and action to approve a Lake Bloomington Lease Transfer of Lot 6 and Lot 6B in Block 3 in Camp Iroquois, from Finn Amble, MD, FACS, and Laura Amble to the petitioner, Laura Amble, as requested by the Public Works Department.

RECOMMENDED MOTION: The proposed Lease Transfer be approved.

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

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

BACKGROUND: Public Works is recommending the approval of a Petition for the Lake Bloomington Lease Transfer of Lot 6 and 6B in Block 3 of Camp Iroquois, from Finn Amble, MD, FACS and Laura Amble to the petitioner, Laura Amble. Lot 6 and 6B has a residence, a septic system, and a dock.

A licensed inspector, Kenneth Koons, inspected the septic system on November 4, 2019, and found the system to be in good repair. While the size of the tank and seepage field are less than the current requirements of Mclean County Health Department regulations, they may remain as is until they need to be repaired or replaced. At such time, the tank and seepage field will need to be replaced to meet current regulations. In addition, staff has investigated the property and found no deficiencies or ordinance violations for the subject property.

In 2017, Finn Amble petitioned the City of Bloomington to enter into a new lease for a different leased property at Lake Bloomington. The City Council agreed to approve the lease transfer for Finn Amble on the condition that Finn Amble divest any holdings on Lots 6 and 6B, Block 3 in Camp Iroquois.

There is currently one boat dock on the subject lot. The proposed lessee has completed the boat dock permitting process and has complied with all applicable ordinances and with the terms of the lease.

Chapter 23, Section 60.1(a) prohibits any individual lessee from leasing more than one lot at Lake Bloomington. However, the lease of the two contiguous lots falls into an exception to that prohibition that allows leasing of more than one lot when one of the lots would be unbuildable if severed from the other. The house located on the subject lots spans both lots.

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 $1,196.77 per year in lease income and $128.28 for lot garbage pickup. Lease revenue is posted into the Lake Maintenance-Lease Income account (50100140-57590). The Garbage Collection fee is recorded in Lake Maintenance-Other Charges for Services account (50100140-54990). Stakeholders can locate this in the FY 2020 Budget Book titled "Other Funds & Capital Improvement" on page 124.

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

Respectfully submitted for Council consideration.

Prepared by: Joe Darter, Property Manager

Reviewed by:

Kevin Kothe, City Engineer 3/10/2020

Chris Tomerlin, Budget Manager 3/10/2020

George Boyle

George Boyle, Assistant Corporation Counsel 3/18/2020

Tara Henry, Legislative Assistant 3/18/2020

Recommended by:

Tim Gleason, City Manager

Attachments:

- PW 17B Current Lease_Amble to Amble Lake Lease Transfer 03232020_redacted
- PW 17C Property Manager Memo_Amble to Amble Lake Lease Transfer 03232020
- PW 17D Petition_Amble to Amble Lake Lease Transfer 03232020_redacted
- PW 17E Septic Information_Amble to Amble Lake Lease Transfer 03232020_redacted
- PW 17F Agreement_Amble to Amble Lake Lease Transfer 03232020_redacted
- PW 17G Attorney Letter_Amble to Amble Lake Lease Transfer 03232020_Redacted
- PW 17H Location Map_Amble to Amble Lake Lease Transfer 03232020

- PW 17I Unrecorded Plat Map_Amble to Amble Lake Lease Transfer 03232020
- PW 17J Structure Map_Amble to Amble Lake Lease Transfer 03232020
- PW 17K Photographs_Amble to Amble Lake Lease Transfer 03232020

5

Doc ID: 004289890005 Type: OFF
Recorded: 04/15/2004 at 10:31:14 AM
Fee Amt: $19.00 Page 1 of 5
McLean County, IL
Ruth Weber Recorder
File 2004-00011868

I DU-03

LAKE BLOOMINGTON LEASE

THIS LEASE is entered into on the 26th day of January, 2004 between the City of Bloomington, a municipal corporation, of McLean County, Illinois, hereinafter called "City," and Finn R. Amble and Laura P. Amble, husband and wife as joint tenants with full right of survivorships and not as tenants in common, 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:

Tract 1: Lot 6 in Block 3 in Camp Iroquois, according to the private unrecorded plat of the ground belonging to the City located around Lake Bloomington in Hudson and Money Creek Townships in McLean County, Illinos. EXCEPT that part of Lot 6 in Block 3 in Camp Iroquois, Lake Bloomington, McLean County, Illinois known as Lot 6A and more particularly described as follows: Beginning at the Northwesterly corner of said Lot 6 thence south 48°-24'-52" East 94.79 feet; thence South 50°-20'-19" West 22.14 feet; thence North 34°-57'13" West along the Southwesterly line of said Lot 6 94.00 feet to the Point of Beginning. 08-07-151-010 pt.

Tract 2: A part of Lot 5 in Block 3 in Camp Iroquois, Lake Bloomington, McLean County, Illinois known as Lot 5A which property is more particularly described as follows: Beginning at the Northwesterly corner of said Lot 5 thence North 47°-24'-30" East 39.85 feet; thence South 70°-50'-23" East 24.09 feet; thence South 18°-13'-41" East 98.12 feet; thence South 62°-04'-09" West 48.68 feet; thence North 22°-18'-21" West along the Southwesterly line of said Lot 5 104.78 feet to the Point of Beginning. Said Lot 5A containing 5680.41 square feet more or less and being subject to all existing easements and rights of way. All bearings as assumed for descriptive purposes only. 08-07-150-001 pt.

Tract 3: Lot 6B, adjoining Lot 6 of of Camp Iroquois, Lake Bloomington being a part of the Northwest Quarter of Section 7, Township 25 North, Range 3 East of the Third Principal Meridian, McLean County, Illinois, being more particularly described as follows: Beginning at the Lake side common corner of Lot 6 and Lot 6A thence North 50°-20'-19" East, a distance of 22.50 feet along said Lot 6, thence South 39°-39'-41" East, a distance of 3.00 feet; thence South 50°-20'-19" West, a distance of 22.04 feet; thence North 48°-24'-54" West, a distance of 3.04 feet to the Point of Beginning. Lot 6B containing 66.81 square feet more or less being subject to all existing easements and rights of way. Bearings assumed for the purpose of description only.

08-07-151-010 pt.

2. TERM OF LEASE. The term of this Lease shall be for a term commencing (**cross out the one that does not apply**) (on the date of this Lease) (on January 1 following the date of this Lease) and terminating on December 31, 2131, unless sooner terminated as provided in this Lease.

3. RENT.

A. Lessee shall pay as rent yearly, in advance, on or before the first day of January of each year, the amount designated hereafter:

1) If this Lease is executed prior to January 1, 1998, rent shall be charged at the rate of 15¢ ($.15) per $100 of equalized assessed value (hereafter EAV) for said property, including land and improvements, as determined by the Supervisor of Assessments of McLean County, Illinois. Said rate will remain in effect upon assignment of this Least to (a) Lessee's spouse or to a corporation, trust or other entity created by Lessee or Lessee's spouse if Lessee or Lessee's spouse occupies the property immediately after said assignment, or (b) a Lessee who paid fair market value for the property (i.e., a purchaser) prior to January 1, 1998 for the assignment of the prior Lease.

~~2) If this Lease is executed by a Lessee who, after December 31, 1997, paid fair market value for an assignment of a Lease on which the rent was 15¢ ($.15) per $100 EAV, the rent shall be charged at the rate of 40¢ ($.40) per $100 EAV. This rate will remain in effect throughout the remainder of the term of this Lease regardless of subsequent assignments thereafter.~~

~~3) If the Lessee is not eligible for the 15¢ ($.15) or 40¢ ($.40) per $100 EAV rental rate, the rent shall be charged at the rate of _____¢ ($._____) per $100 EAV.~~

SELECT THE RENT TO BE PAID BY CROSSING OUT 2 OF THE 3 RENT OPTIONS.

B. In the event the system of real estate taxation is changed from its present basis of assessment at no more than one-third of market value, the assessed value as then determined by the Supervisor of Assessments of McLean County will be adjusted so that it will reflect no more than one-third of the market value of the premises. If assessed value is no longer used as the basis of taxation, then the annual changes in the Consumer Price Index, or successor index, for all items for the Chicago region, published by the United States Department of Labor will be the basis for determining changes in the property value for purpose of calculating the annual rent with the following condition. Either City or Lessee may review the value of the property as adjusted by the Consumer Price Index every five years to compare it to the actual fair market value of the property. If the property value determined by the formula set forth in this lease is five percent (5%) or more greater or less than the actual fair market value of the property, the rent for that year shall be recalculated using one third of the actual fair market value and rent adjustments for all subsequent years shall be based on the actual fair market value as adjusted for changes in the Consumer Price Index. If the Consumer Price Index or its successor index is no

longer published by the United States Department of Labor or is no longer used, an appropriate economic indicator will be used to determine the annual change in rent, if any.

4. REAL ESTATE TAXES. Lessee shall pay all real estate taxes levied during the term of this Lease against said premises and improvements thereon by the State of Illinois or any subdivision thereof.

5. IMPROVEMENTS. Lessee shall be permitted to make improvements upon the premises that are in compliance with the laws of the State of Illinois and the ordinances of the City and the County of McLean. The ordinances of the City shall be in full force and effect and in the same manner as if the above-described premises were located within the boundaries of the City of Bloomington. Prior to commencement of construction of any improvements, Lessee shall be required to petition and receive approval from all governmental bodies having jurisdiction over said premises.

6. SEPTIC SYSTEM. Lessee agrees to comply with all sanitary laws and regulations of any governmental body having jurisdiction over the leased premises. Lessee agrees at all times to use Lessee's property in such manner and dispose of the sewage generated from said property so as not to contaminate the waters of Lake Bloomington. When a public sanitary sewer is made available to serve the leased premises, the City shall have a right to require Lessee to connect to the sewer within a reasonable time after notice is given.

7. WATER. Lessee shall be permitted to purchase water from the City through water mains provided by the City, and Lessee will pay the rates in effect from time to time for water sold to Lake Bloomington customers. Lessee agrees not to pump water directly from Lake Bloomington except for the purpose of watering and maintaining lawns and other landscape materials on the leased premises, and such pumping shall cease at any time there are and for as long as there are restrictions in effect for the City of Bloomington that restrict the watering of lawns.

8. GARBAGE. City will provide weekly garbage service at a fee to be set by the City from time to time, which shall be in addition to the annual rent paid by Lessee. However, so long as no residence is located on the leased premises, no fee for garbage collection will be paid by Lessee.

9. ASSIGNMENT. Lessee shall not have the right to sell, assign, or transfer this Lease or to rent, sublet or to allow other persons to occupy the premises without the written consent of the City. However, the City shall not withhold its consent to a sale, assignment or transfer of this Lease if Lessee is not in default as defined in paragraph 13 and the sale, assignment or transfer is made in accordance with all applicable City ordinances and such rules and regulations as adopted by the City from time to time pursuant to paragraph 10. City will promptly issue a new Lease to the new Lessee containing the same terms as this lease. Thereupon, this Lease will automatically terminate and the parties will be freed of any obligations thereunder. Lessee shall have the right to mortgage Lessee's interest in said premises, but Lessee shall not have the right to mortgage the interest of City in the premises.

10. RULES & REGULATIONS. Lessee and those occupying the leased premises are subject to such reasonable rules and regulations as may be adopted by Lessor from time to time after notice of hearing on such proposed rules and regulations is given to Lessee.

11. USE OF AND ACCESS TO LAKE. Lessee and those persons lawfully occupying the leased premises shall have the right to use Lake Bloomington for boating, swimming, fishing, and other recreational uses, but shall be subject to the reasonable rules and regulations of Lessor, which rules and regulations will apply equally to Lessees of Lake Bloomington property and the public generally. City grants to Lessee an easement for access to Lake Bloomington over property owned by the City lying between the shoreline of Lake Bloomington and the boundary of the leased premises.

12. TREE CUTTING. No trees on the leased premises shall be removed without the permission of the City except that Lessee can trim trees for safety, plant health, or aesthetic reasons, and Lessee may remove dead trees from the leased premises.

13. DEFAULT. If Lessee defaults in the payment of rent or defaults in the performance of any of the covenants or conditions hereof, City may give to Lessee notice of such default and, if Lessee does not cure any rent default within thirty (30) days, or other default within sixty (60) days after the giving of such notice or, if such other default is of such nature that it cannot be completely be cured within such sixty (60) days, if Lessee does not commence such curing within such sixty (60) days and thereafter proceed with reasonable diligence and in good faith to cure such default, then Lessor may terminate this Lease on not less than thirty (30) days notice to Lessee and, on the date specified in said notice, the term of this Lease shall terminate and Lessee shall then quit and surrender the premises to City. If this Lease shall have been so terminated by City, City may, at any time thereafter, resume possession of the premises by any lawful means and remove Lessee or other occupants and their effects. Remedies of City hereunder are in addition to any other remedy allowed by law.

14. TERMINATION BY LESSEE. Lessee shall have the right to terminate this Lease upon sixty (60) days written notice to the City of Bloomington and, in that event, Lessee may remove any improvements from the property and shall restore the ground to the condition it was in when first leased to the City. Any improvements remaining on the property after the Lease terminates shall be deemed abandoned by the Lessee and shall become the property of the City.

15. EMINENT DOMAIN. If the leased premises or any part thereof is taken or damaged by eminent domain or the threat thereof, the just compensation received in payment shall be divided between City and Lessee as follows:

That portion of the award for the taking and/or damaging the City's remainder interest in the land following the expiration of this Lease shall be paid to City. That portion of the award for the taking or damaging the leasehold interest of Lessee in the leased premises or the improvements located thereon shall be paid to Lessee.

16. PRIOR LEASE TERMINATED. If there is in effect upon the execution of this Lease a prior Lease between the City and Lessee covering the same premises as this Lease, then said Lease is terminated as of the commencement of the term on this Lease as set forth in Paragraph 2.

17. NOTICE. Any notice by either party to the other shall be in writing and shall be deemed to be duly given if delivered personally or mailed postpaid by regular mail, except that a notice given under Paragraph 12 must be delivered personally or mailed by registered or certified mail in a postpaid envelope, addressed as follows:

City	Lessee
City of Bloomington City Hall 109 E. Olive Street Bloomington, IL 61701	Finn and Laura Amble 24715 Iroquois Ln. Hudson, IL 61748

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:

_____

-Lessee-

[redacted]
Finn Amble

[redacted]
Laura Amble

Prepared By: Hannah Eisner, 109 E. Olive, Blm. IL 61701

Return to: City of Bloomington City Clerk, 109 E. Olive, Blm. IL 61701

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 1, 2020

To: Kevin Kothe, PE, Director of Public Works

From: Joseph M. Darter, Property Manager

Subject: Lot 6, Block 3 in Camp Iroquois Lake Lease Transfer

A Petition and Lake Lease Transfer request has been submitted for Lot 6, Block 8 in Camp Iroquois, from Finn Amble, MD, FACS and Laura Amble to the petitioner, Laura Amble.

EAV for this property is $299,192. 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 $1,196.77 per year in lease income and $128.28 for lot garbage pickup. Lease revenue is posted into the Lake Maintenance Lease Income account (50100140-57590). The Garbage Collection fee is recorded in Lake Maintenance – Other Charges for Services account (50100140-54990). Stakeholders can locate this in the FY2020 Budget Book titled "Other Funds & Capital Improvements" on page 124.

Please feel free to contact me directly should you have any questions.

Sincerely,

Joseph M. Darter

Joseph M. Darter
City of Bloomington | Property Manager
Public Works Department | Water Division
25515 Waterside Way | Hudson, IL 61748
Office: (309) 434-2431 | Cell: (309) 275-8087
Fax: (309) 434-2159 | Email:jdarter@cityblm.org

LAKE BLOOMINGTON LEASE TRANSFER PETITION

That the purchase price and rentals having been paid to the City of Bloomington for:
Lot 6 Block 3 of Camp Iroquois.
I respectfully petition the City Council of the City of Bloomington, Illinois to approve the transfer of the Lease on the above property:
From: Finn Reidar Amble (Sellers Name)
To: Laura Pettit Amble (Buyers Name)
[redacted]
(Signatures of Seller)

****

To the Honorable Mayor and City Council of the City of Bloomington, Illinois:
Now comes Laura Pettit Amble (Buyer) and respectfully shows that He/She/They became the purchaser of all right, title and interest of Finn Reidar Amble (Seller) In and to the Lease made on the (Date) 07/25/1994 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) Finn Reidar Amble 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 6 BLOCK 3 CAMP Iroquois, OF LAKE BLOOMINGTON.

Now comes the City of Bloomington and gives this, its written consent to the assignment on all right, title and interest of (seller) Finn Reidar Amble in and to the premises known as Lot 6 Block 3 in Camp Iroquois, 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

November 18, 2019

Mr. & Mrs. Finn Amble
24715 Iroquois Lane
Hudson, IL 61748

Re: Septic Permit #98-10301
Parcel #08-07-151-032
Lot 115, Lake Bloomington – Iroquois Subdivision

Dear Mr. & Mrs. Amble:

On November 14, 2019, this department received a septic system evaluation report from Mr. Kenneth Koons, a McLean County licensed private sewage system installer, regarding the above-referenced property. The septic system evaluation was performed on November 4, 2019 and the following deficiencies were noted:

- The septic tank is a minimum of 200 gallons too small. This may remain as is until the septic system is repaired or replaced.
- The sand filter is a minimum of 400 square feet too small. This may remain as is until the septic system is repaired or replaced.

As the current owner of a surface discharging septic system (sand filter, aerobic treatment unit, etc.), this office is informing you of State-wide changes in regulations regarding the operation and ownership of such discharging septic systems. They include the following:

1. As of February 10, 2014, any proposed new or replacement surface discharging system must have coverage under a National Pollutant Discharge Elimination System (NPDES) permit prior to installation. For more information, please visit our website at https://health.mcleancountyil.gov/
2. Routine sampling of the effluent discharged from the system and the reporting of the laboratory results to a regulatory agency or agencies.
3. The cost of effluent sampling and any additional treatment components needed to keep the system compliant with permit requirements will be the responsibility of the owner of the system.

4. The Illinois Department of Public Health (IDPH) now requires additional operation and maintenance for on-site wastewater treatment systems repaired or installed after January 1, 2014.

5. Future regulations may be implemented by the Illinois Environmental Protection Agency (IEPA) and/or the IDPH for systems constructed prior to February 10, 2014.

Chlorine tablets made for use in the chlorinator are available through the following companies:

Bradford Supply
2000 South Bunn Street
Bloomington, IL 61704
Phone: (309) 828-8313

Tolan's Excavating
2903 Gill Street
Bloomington, IL 61704
Phone: (309) 663-0191

Shoemaker Farm Drainage
202 W. Pine Street
LeRoy, IL 61752
Phone: (309) 962-3108

Zeschke Septic Cleaning
2408 Greyhound Road
Bloomington, IL 61704
Phone: (309) 808-2776

In summary, the septic system was installed in 1998 and is now approximately 21 years old. This office considers the average life expectancy of a septic system to be 20 to 25 years.

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 Mr. Jared Johnson of this department at (309) 888-5482.

Respectfully,

[redacted]

Thomas J. Anderson
Director of Environmental Health

cc: Mr. Kenneth Koons, Koons Construction, Inc.
Mr. Joe Darter, Water Department Property Manager

TJA:AC:du

AC-0601-19-257

KOONS CONSTRUCTION INC.
P.O. Box 551
HUDSON, ILLINOIS 61748
(309) 726-2810

Invoice 1091

Mobile (309) ~~528-8210~~ 275-8039

TO Laura Amble
24715 Iroquois Lane
Hudson, IL 61748

DATE 11-12-19 JOB NO. 1091

JOB NAME Septic Inspection & repairs

JOB LOCATION 24715 Iroquois Lane - Lake Thomajka

TERMS Due upon receipt

	DESCRIPTION	PRICE	AMOUNT
>11-6-19	Septic Inspection & repairs at 24715 Iroquois Lane Hudson IL 61748		
	Pump of 2000 gallon tank (Zeschke) (includes up)		$425.00
	Risers (2) @ $225 each + move dirt off site		$450.00
	Baffle repair outlet		$385.00
	Chlorine tablets 10# Bucket		$96.84
	3 Chlorine tablets added by us		$21.00
	Handle repair on chlorinator		$32.50
	Inspection / Map / paperwork (city + county)		$575.00
>	Total Due =		$1985.34

To Reorder:
800-225-6390 or nebs.com

Thank You

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 <u>NOT FINAL</u> 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. <u>Current Owner Information:</u>
Name: Fka Laura Anble
Address: 24715 Iroquois Lane
Hudson IL 61748
Phone #: D[redacted] Home[redacted]

2. <u>Requestor Information:</u>
Name: Laura Anble
Address: 24715 Iroquois Lane
Hudson, IL 61748
Phone #: Day[redacted] Home[redacted]

3. <u>Property Information:</u>
Parcel Number (Tax ID): 08-07-151-032 Date Evaluation Performed: 10-31-19 & 11-5-19 (Emergency)
Address of property evaluated: 24715 Iroquois lane Hudson, IL 61748 Sub. & Lot: I-115 (Lake Bloomington)
Permit available from Health Dept.: Yes ☒ No ☐ Permit Number: 98-10301

4. <u>Interview Information:</u>
Person interviewed: Laura -owner
Age of home (years): septic 21-01 (18 yrs old)
Date last occupied: Current
Has tank ever been pumped: Yes ☒ No ☐
Original owner: Yes ☒ No ☐
Intended for seasonal use: Yes ☐ No ☒
Number of occupants: 1
If yes, how often: pumped 11-4-19 (receipt provided)

5. <u>Interior Evaluation:</u>
Number of bedrooms: 5 bedroom
Garbage disposal: Yes ☒ No ☐
Toilet tanks and other fixtures have evidence of leakage or overflow: Yes ☐ No ☒
Water softener discharges to: None
Clothes washer discharges to: septic
Dishwasher discharges to: Septic
Hot tub discharges to: rock trench (to be removed)

Basement plumbing fixtures:
a. Full Bath
b. A/C condensate
c. _____
d. _____

Discharge locations:
a. Sewage ejector to septic
b. Sewage ejector to septic
c. _____
d. _____

Basement floor drains discharge to: Sewage ejector
Garage floor drains discharge to: None
Sump pit/pump discharges to: gravity flow to lake
Downspouts discharge to: Sidewalk & tiled to lake (OK)

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: 23"-25" inches (2 risers)			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: 2000 gallons Type: concrete			Size: _____ gallons Type: _____		
Meets current code: widened by 2 risers	☐	☒	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: Baffled Plastic	☒	☐	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: Gas Deflecting Baffle			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 the bed: _____ inches

E. SAND FILTER -- This Section N/A ☐

Minimum soil cover depth to top of sand filter: 30"-40" inches
Square feet of sand filter: 600 square feet

	Yes	No	
Is water standing in the distribution pipes or in the rock that surrounds the pipe:	☐	☒	
Meets current code sizing requirements:	☐	☒	undersized by 400 sq. ft (5 bedroom)
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.*) 51' Rock Trench (Evaporation Trench) + Thru to lake

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:	☐	☐

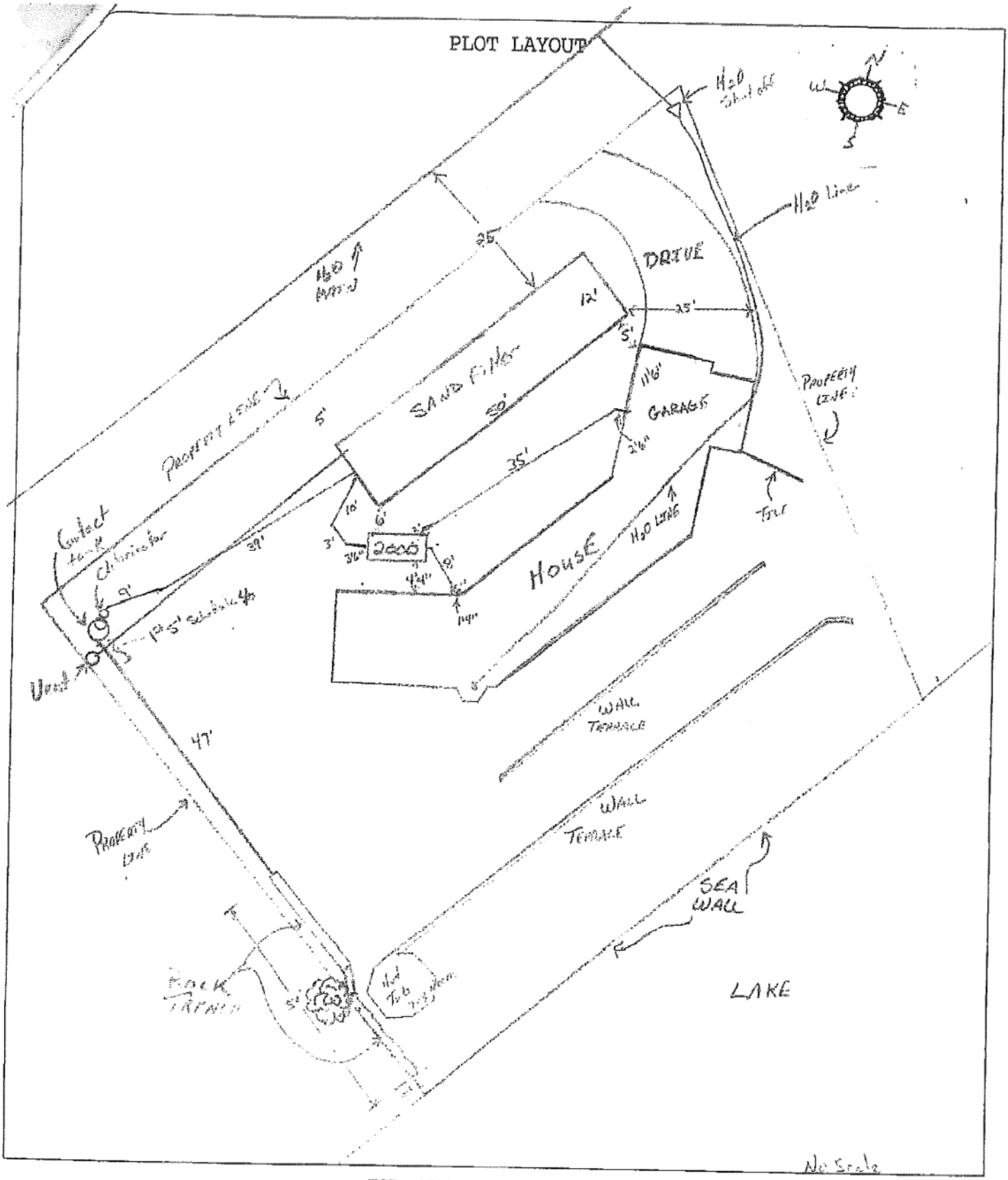
Where does the contact tank discharge to: (*Be specific, examples would be: farm tile, ground surface on or off property, IDPH common collector, IEPA common collector, etc.*) _____

★ Attached

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: 4.5 feet (distance OK)
Seepage system: ____ feet	Seepage system: ____ feet	Seepage system: — feet
Sand filter: ____ feet	Sand filter: ____ feet	Sand filter: 5 feet (distance OK)
Effluent tile: ____ feet	Effluent tile: ____ feet	Effluent tile: 18' feet
Effluent discharge: ____ feet	Effluent discharge: ____ feet	Effluent discharge: 35' 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: 64' feet	Septic tank: 90' feet	
Seepage system: — feet	Seepage system: — feet	
Sand filter: 25' feet	Sand filter: 105' feet	
Effluent tile: 75' feet	Effluent tile: 56' feet	
Effluent discharge: over 100' feet	Effluent discharge: 56' feet	
Aerobic unit: — feet	Aerobic unit: — feet	

PLOT LAYOUT



FOR OFFICE USE ONLY

1. Permit # 98-10,301
2. Owner Amble
3. Installer Sloan
4. Tank Mfg. Darnell Size 1000
5. Sq. Ft. of Field/S.F. 600
6. Inspection Date Finished 5-1-01
7. Inspector Henderson

\FORMS\0601-10

MCHD 11/94

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.

On 10-31-19 + 11-5-19 I, Kenneth D. Kouns, inspected the sand filter septic system at 24715 Iroquois Lane Hudson IL 61748. Upon Day of inspection everything was operating properly at this time. Interior inspection showed 5 bedroom home with garbage disposal. All discharges to correct locations. Septic tank has 2 risers over Inlet + outlet baffles, TANK levels/baffles looked good. Undersized by 200 gallons. TANK pumped 11-4-19 + inspected after. Sand filter operation looked good. Chlorination looked good. All parts OK. Undersized by 400 sq. Ft. Complete operation + discharge looked satisfactory At this time.

This is the condition I found the septic system on this day. This evaluation is not and should not be considered a guarantee of how the sewage disposal system may function at any time in the future.

Kenneth D. Kouns
Inspector Name (print)

[redacted]
Signature

11-9-19
Date

LAKE BLOOMINGTON LEASE

THIS LEASE is entered into on the _____ day of _____, 2019, _____ between the City of Bloomington, a municipal corporation, of McLean County, Illinois, hereinafter called CITY and Laura Pettit Amble

_____

(if more than one Lessee, cross out 2 of the following that do not apply) (as joint tenants) (as tenants in common) (as tenants by the entirety) of , Hudson , County of McLean, State of Illinois, hereinafter called "Lessee,"

WITNESSETH

In consideration of the mutual covenants hereinafter contained, the parties agree as follows:

1. PREMISES. The City leases to Lessee the following described real estate owned by the City in the vicinity of Lake Bloomington, Illinois as follows:

   Lot 6 in Block 3 in Camp Iroquois according to the private unrecorded plat of the ground belonging to the City located around Lake Bloomington in Hudson and Money Creek Townships in McLean County, Illinois.

2. TERM OF LEASE. The term of this Lease shall be for a term commencing (cross out the one that does not apply) (on the date of this Lease) ~~(on January 1 following the date of this Lease)~~ and terminating on December 31, 2131, unless sooner terminated as provided in this Lease. LA

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:

   ~~I) 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~~ LA

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. LA

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. LA

(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

Laura Pettit Amble
24715 Iroquois Lane
Hudson, Illinois 61748

Lessee Billing Address

24715 Iroquois Lane
Hudson, Illinois 61748

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]/19

Thomson & Weintraub, LLC

attorneys at law
www.thomsonweintraub.com

KATHLEEN McDONALD KRAFT
GINA L. WOOD
TERENCE B. KELLY
KYLE A. KORKUS
KATHARINE E. GONZALEZ

ZACHARY D. BONHAM, Paralegal

105 North Center Street
Post Office Box 3577
Bloomington, Illinois 61702-3577
Phone: (309) 829-7069
Fax: (309) 827-3458

ALAN I. WEINTRAUB, Retired

CHESTER THOMSON (1910-1977)
W. LOREN THOMSON (1931-2018)
MELISSA M. McGRATH (1958-2019)

August 23, 2019

VIA HAND DELIVERY
City of Bloomington
City Clerk
109 East Olive Street
Bloomington, Illinois 61701

Re: Finn Amble
24715 Iroquois Lane, Hudson, Illinois 61748

Dear Clerk:

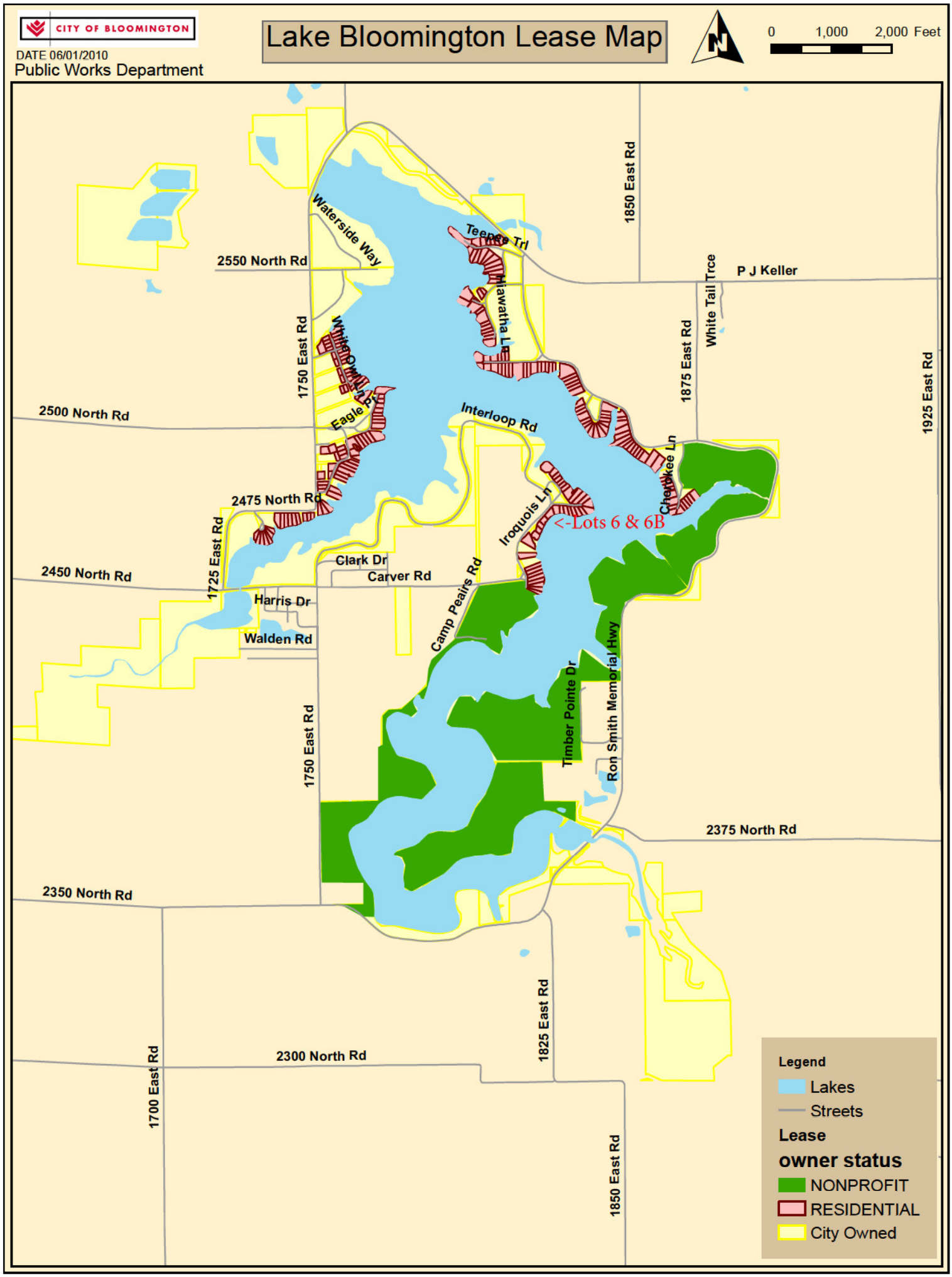
I represent Finn Amble [redacted] Enclosed is a Lake Bloomington Lease Transfer Petition and Lake Bloomington Lease regarding 24715 Iroquois Lane, Hudson, Illinois 61748.

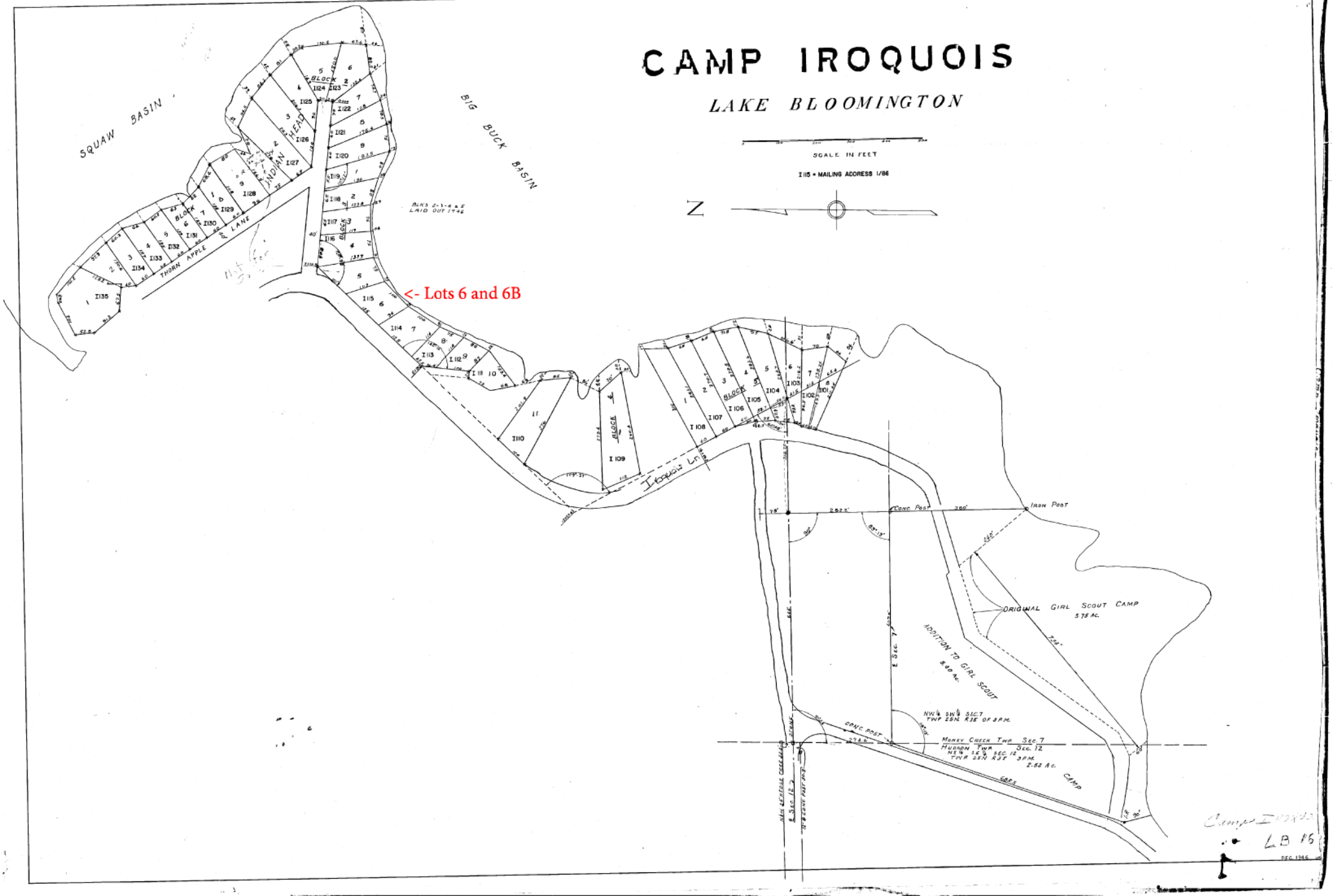
Very truly yours,

[redacted]

KATHLEEN McDONALD KRAFT

KMK:jt
Enc.
cc: Finn Reidar Amble (via e-mail)
Joseph M. Darter (w/ enc.) (via e-mail - jdarter@cityblm.org)


CITY OF BLOOMINGTON
DATE 06/01/2010
Public Works Department
Lake Bloomington Lease Map
0 1,000 2,000 Feet
Waterside Way
Teepee Trl
Miawatha Ln
White Owl Ln
Eagle Pt
Interloop Rd
Iroquois Ln
Cherokee Ln
<-Lots 6 & 6B
Clark Dr
Carver Rd
Harris Dr
Walden Rd
Camp Peairs Rd
Timber Pointe Dr
Ron Smith Memorial Hwy
White Tail Trce
P J Keller
2550 North Rd
2500 North Rd
2475 North Rd
2450 North Rd
2375 North Rd
2350 North Rd
2300 North Rd
1850 East Rd
1750 East Rd
1875 East Rd
1925 East Rd
1725 East Rd
1825 East Rd
1700 East Rd
Legend
Lakes
Streets
Lease
owner status
NONPROFIT
RESIDENTIAL
City Owned


CAMP IROQUOIS
LAKE BLOOMINGTON
SCALE IN FEET
I115 • MAILING ADDRESS 1/86
SQUAW BASIN
BIG BUCK BASIN
INDIAN HEAD
THORN APPLE LANE
<- Lots 6 and 6B
IROQUOIS LN
CONC. POST
IRON POST
ORIGINAL GIRL SCOUT CAMP
5.78 AC.
ADDITION TO GIRL SCOUT
5.80 Ac.
MONEY CREEK TWP. SEC. 7
HUDSON TWP. SEC. 12
2.52 Ac.
CAMP
Camp Iroquois
LB 15

3/1/2020

Lot 6 Block 8 Camp Iroquois

N
W E
S

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

0 0.00350.007 0.014 mi

McGIS

CONSENT AGENDA ITEM NO. 7.X

FOR COUNCIL: March 26, 2020

SPONSOR: Public Works Department

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and action to approve a Lake Bloomington Lease Transfer for Lot 5, Block 28 in Camp Potawatomie, from Arvil McHenry to the petitioners, Joanne McHenry and Robin Yockey, as requested by the Public Works Department.

RECOMMENDED MOTION: The proposed Lease Transfer be approved.

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

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

BACKGROUND: Public Works is recommending the approval of a Petition for the Lake Bloomington Lease Transfer of Lot 5 in Block 28 in Camp Potawatomie from Arvil McHenry to the petitioners, Joanne McHenry and Robin Yockey (Arvil McHenry's death certificate was received by the City prior to processing this recommendation). Lot 5 has a residence, a septic system and a dock.

A licensed inspector, Rob Williamson, inspected the septic system on September 3, 2019. As noted within the evaluation letter from the McLean County Health Department, the condition of the existing septic system was noted to be deficient in the following areas:

- The septic tank is leaking. This must be replaced.
- The baffles in the septic tank have a mass of roots on top of the baffles. This must be repaired.
- The septic tank and seepage field are both undersized for this house.

In consideration of the deteriorated condition of the septic system, the City of Bloomington required that a new septic system be installed prior to the submittal of a lease transfer petition and that all tree impact fees, in the amount $9,160.00, be paid to the City of Bloomington. The City has received the tree impact fee payment from the petitioner and the new septic system has been installed.

There is currently one boat dock on the subject lot. The proposed lessee has completed the boat dock permitting process and has complied with all applicable ordinances and with the terms of the lease.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: This petition will have a financial impact in that the current lease uses the formula of $0.15 per $100.00 Equalized Assessed Value for 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 $324.50 per year in lease income and $128.28 for lot garbage pickup. Lease revenue is posted into the Lake Maintenance-Lease Income account (50100140-57590). The Garbage Collection Fee is recorded in the Lake Maintenance-Other Charges for Services account (50100140-54490). Stakeholders can locate this in the FY 2020 Budget Book titled "Other Funds & Capital Improvement" on page 124.

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

Respectfully submitted for Council consideration.

Prepared by: Joe Darter, Property Manager

Reviewed by:

Kevin Kothe, City Engineer 3/10/2020

Chris Tomerlin, Budget Manager 3/10/2020

George Boyle

George Boyle, Assistant Corporation Counsel 3/18/2020

Tara Henry, Legislative Assistant 3/18/2020

Recommended by:

Tim Gleason, City Manager

Attachments:

- PW 2B Current Lease_McHenry to McHenry and Yockey Lake Lease Transfer 03232020
- PW 2C Property Manager Memo_McHenry to McHenry and Yockey Lake Lease Transfer 03232020
- PW 2D Petition_McHenry to McHenry and Yockey Lake Lease Transfer 03232020
- PW 2E Septic Information_McHenry to McHenry and Yockey Lake Lease Transfer 03232020_redacted
- PW 2F Septic Permit_McHenry to McHenry and Yockey Lake Lease Transfer 03232020_redacted

- PW 2G Agreement_McHenry to McHenry and Yockey Lake Lease Transfer 03232020_redacted
- PW 2H Location Map_McHenry to McHenry and Yockey Lake Lease Transfer 03232020
- PW 2I Unrecorded Plat Map_McHenry to McHenry Lake Lease Transfer 03232020
- PW 2J Structure Map_McHenry to McHenry and Yockey Lake Lease Transfer 03232020
- PW 2K Photograph_McHenry to McHenry and Yockey Lake Lease Transfer 03232020

LAKE BLOOMINGTON LEASE

THIS LEASE is entered into on the 17TH day of DECEMBER, 19 91 between the City of Bloomington, a municipal corporation, of McLean County, Illinois, hereinafter called "City," and April McHenry (**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 Lexington, County of McLean, State of Illinois, hereinafter called "Lessee,"

WITNESSETH

In consideration of the mutual covenants hereinafter contained, the parties agree as follows:

1. PREMISES. The City leases to Lessee the following described real estate owned by the City in the vicinity of Lake Bloomington, Illinois as follows:

Lot 5 in Block 28 in Camp Potawatomie, according to the private unrecorded plat of the ground belonging to the City located around Lake Bloomington in Hudson and Money Creek Townships in McLean County, Illinois.

2. TERM OF LEASE. The term of this Lease shall be for a term commencing (**cross out the one that does not apply**) (~~on the date of this Lease~~) (on January 1 following the date of this Lease) and terminating on December 31, 2131, unless sooner terminated as provided in this Lease.

3. RENT.

A. Lessee shall pay as rent yearly, in advance, on or before the first day of January of each year, the amount designated hereafter:

1) If this Lease is executed prior to January 1, 1998, rent shall be charged at the rate of 15¢ ($.15) per $100 of equalized assessed value (hereafter EAV) for said property, including land and improvements, as determined by the Supervisor of Assessments of McLean County, Illinois. Said rate will remain in effect upon assignment of this Least to (a) Lessee's spouse or to a corporation, trust or other entity created by Lessee or Lessee's spouse if Lessee or Lessee's spouse occupies the property immediately after said assignment, or (b) a Lessee

who paid fair market value for the property (i.e., a purchaser) prior to January 1, 1998 for the assignment of the prior Lease.

2) If this Lease is executed by a Lessee who, after December 31, 1997, paid fair market value for an assignment of a Lease on which the rent was 15¢ ($.15) per $100 EAV, the rent shall be charged at the rate of 40¢ ($.40) per $100 EAV. This rate will remain in effect throughout the remainder of the term of this Lease regardless of subsequent assignments thereafter.

3) If the Lessee is not eligible for the 15¢ ($.15) or 40¢ ($.40) per $100 EAV rental rate, the rent shall be charged at the rate of _____¢ ($.____) per $100 EAV.

SELECT THE RENT TO BE PAID BY CROSSING OUT 2 OF THE 3 RENT OPTIONS.

B. In the event the system of real estate taxation is changed from its present basis of assessment at no more than one-third of market value, the assessed value as then determined by the Supervisor of Assessments of McLean County will be adjusted so that it will reflect no more than one-third of the market value of the premises. If assessed value is no longer used as the basis of taxation, then the annual changes in the Consumer Price Index, or successor index, for all items for the Chicago region, published by the United States Department of Labor will be the basis for determining changes in the property value for purpose of calculating the annual rent with the following condition. Either City or Lessee may review the value of the property as adjusted by the Consumer Price Index every five years to compare it to the actual fair market value of the property. If the property value determined by the formula set forth in this lease is five percent (5%) or more greater or less than the actual fair market value of the property, the rent for that year shall be recalculated using one third of the actual fair market value and rent adjustments for all subsequent years shall be based on the actual fair market value as adjusted for changes in the Consumer Price Index. If the Consumer Price Index or its successor index is no longer published by the United States Department of Labor or is no longer used, an appropriate economic indicator will be used to determine the annual change in rent, if any.

4. REAL ESTATE TAXES. Lessee shall pay all real estate taxes levied during the term of this Lease against said premises and improvements thereon by the State of Illinois or any subdivision thereof.

5. IMPROVEMENTS. Lessee shall be permitted to make improvements upon the premises that are in compliance with the laws of the State of Illinois and the ordinances of the City and the County of McLean. The ordinances of the City shall be in full force and effect and in the same manner as if the above-described premises were located within the boundaries of the City of Bloomington. Prior to commencement of construction of any improvements, Lessee shall be required to petition and receive approval from all governmental bodies having jurisdiction over said premises.

6. SEPTIC SYSTEM. Lessee agrees to comply with all sanitary laws and regulations of any governmental body having jurisdiction over the leased premises. Lessee agrees at all times to use Lessee's property in such manner and dispose of the sewage generated from said property so as not to contaminate the waters of Lake Bloomington. When a public sanitary sewer is made available to serve the leased premises, the City shall have a right to require Lessee to connect to the sewer within a reasonable time after notice is given.

7. WATER. Lessee shall be permitted to purchase water from the City through water mains provided by the City, and Lessee will pay the rates in effect from time to time for water sold to Lake Bloomington customers. Lessee agrees not to pump water directly from Lake Bloomington except for the purpose of watering and maintaining lawns and other landscape materials on the leased premises, and such pumping shall cease at any time there are and for as long as there are restrictions in effect for the City of Bloomington that restrict the watering of lawns.

8. GARBAGE. City will provide weekly garbage service at a fee to be set by the City from time to time, which shall be in addition to the annual rent paid by Lessee. However, so long as no residence is located on the leased premises, no fee for garbage collection will be paid by Lessee.

9. ASSIGNMENT. Lessee shall not have the right to sell, assign, or transfer this Lease or to rent, sublet or to allow other persons to occupy the premises without the written consent of the City. However, the City shall not withhold its consent to a sale, assignment or transfer of this Lease if Lessee is not in default as defined in paragraph 13 and the sale, assignment or transfer is made in accordance with all applicable City ordinances and such rules and regulations as adopted by the City from time to time pursuant to paragraph 10. City will promptly issue a new Lease to the new Lessee containing the same terms as this lease. Thereupon, this Lease will automatically terminate and the parties will be freed of any obligations thereunder. Lessee shall have the right to mortgage Lessee's interest in said premises, but Lessee shall not have the right to mortgage the interest of City in the premises.

10. RULES & REGULATIONS.Lessee and those occupying the leased premises are subject to such reasonable rules and regulations as may be adopted by Lessor from time to time after notice of hearing on such proposed rules and regulations is given to Lessee.

11. USE OF AND ACCESS TO LAKE. Lessee and those persons lawfully occupying the leased premises shall have the right to use Lake Bloomington for boating, swimming, fishing, and other recreational uses, but shall be subject to the reasonable rules and regulations of Lessor, which rules and regulations will apply equally to Lessees of Lake Bloomington property and the public generally. City grants to Lessee an easement for access to Lake Bloomington over property owned by the City lying between the shoreline of Lake Bloomington and the boundary of the leased premises.

12. TREE CUTTING. No trees on the leased premises shall be removed without the permission of the City except that Lessee can trim trees for safety, plant health, or aesthetic reasons, and Lessee may remove dead trees from the leased premises.

13. DEFAULT. If Lessee defaults in the payment of rent or defaults in the performance of any of the covenants or conditions hereof, City may give to Lessee notice of such default and, if Lessee does not cure any rent default within thirty (30) days, or other default within sixty (60) days after the giving of such notice or, if such other default is of such nature that it cannot be completely be cured within such sixty (60) days, if Lessee does not commence such curing within such sixty (60) days and thereafter proceed with reasonable diligence and in good faith to cure such default, then Lessor may terminate this Lease on not less than thirty (30) days notice to Lessee and, on the date specified in said notice, the term of this Lease shall terminate and Lessee shall then quit and surrender the premises to City. If this Lease shall have been so terminated by City, City may, at any time thereafter, resume possession of the premises by any lawful means and remove Lessee or other occupants and their effects. Remedies of City hereunder are in addition to any other remedy allowed by law.

14. TERMINATION BY LESSEE. Lessee shall have the right to terminate this Lease upon sixty (60) days written notice to the City of Bloomington and, in that event, Lessee ~~may remove any improvements from the property and shall restore the ground to the condition~~ it was in when first leased to the City. Any improvements remaining on the property after the Lease terminates shall be deemed abandoned by the Lessee and shall become the property of the City.

15. EMINENT DOMAIN. If the leased premises or any part thereof is taken or damaged by eminent domain or the threat thereof, the just compensation received in payment shall be divided between City and Lessee as follows:

That portion of the award for the taking and/or damaging the City's remainder interest in the land following the expiration of this Lease shall be paid to City. That portion of the award for the taking or damaging the leasehold interest of Lessee in the leased premises or the improvements located thereon shall be paid to Lessee.

16. PRIOR LEASE TERMINATED. If there is in effect upon the execution of this Lease a prior Lease between the City and Lessee covering the same premises as this Lease, then said Lease is terminated as of the commencement of the term on this Lease as set forth in Paragraph 2.

17. NOTICE. Any notice by either party to the other shall be in writing and shall be deemed to be duly given if delivered personally or mailed postpaid by regular mail, except that a notice given under Paragraph 12 must be delivered personally or mailed by registered or certified mail in a postpaid envelope, addressed as follows:

City

City of Bloomington
City Hall
109 E. Olive Street
Bloomington, IL 61701

Lessee Name and Mailing Address

Arvil McHenry
[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:

_____

-Lessee-

[redacted]

_____

_____

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 1, 2020

To: Kevin Kothe, PE, Director of Public Works

From: Joseph M. Darter, Property Manager

Subject: Lot 5, Block 28 in Camp Potawatomie Lake Lease Transfer

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A Petition and Lake Lease Transfer request has been submitted for Lot 5, Block 28 in Camp Potawatomie, from Arvil McHenry to the petitioners, Joanne McHenry and Robin Yockey.

EAV for this property is $81,127. The Lake Lease uses the lake lease rate of $0.15 per $100.00 of EAV.

This petition will have a financial impact in that the current lease uses the current formula of $0.15 per $100.00 Equalized Assessed Value to determining the Lake Lease Fee. With the current lease rate formula of $0.40 per $100.00 Equalized Assessed Value, this lease will generate approximately $324.50 per year in lease income and $128.28 for lot garbage pickup. Lease revenue is posted into the Lake Maintenance Lease Income account (50100140-57590). The Garbage Collection fee is recorded in Lake Maintenance – Other Charges for Services account (50100140-54990). Stakeholders can locate this in the FY2020 Budget Book titled "Other Funds & Capital Improvements" on page 124.

Please feel free to contact me directly should you have any questions.

Sincerely,

Joseph M. Darter

Joseph M. Darter
City of Bloomington | Property Manager
Public Works Department | Water Division
25515 Waterside Way | Hudson, IL 61748
Office: (309) 434-2431 | Cell: (309) 275-8087
Fax: (309) 434-2159 | Email:jdarter@cityblm.org

CITY OF Bloomington ILLINOIS

Lake Bloomington Lease Transfer Petition

That the purchase price and rentals having been paid to the City of Bloomington for:

LOT: 5 BLOCK 28 of Camp ~~Potawatomi~~ Potawatomie

I respectfully petition the City Council of the City of Bloomington, Illinois to approve the transfer the Lease on the above property;

From: (please print) Arvil McHenry (Seller Name)

To: (please print) Jeannie McHenry & Robin Yockey (Buyer Name)

Signatures of Sellers [redacted]

Signatures of Sellers _____

****

To the Honorable Mayor and City Council of the City of Bloomington, Illinois:

Now comes (please print) Jeannie McHenry & Robin Yockey (Buyer) and respectfully shows that He/She/(They) became the purchaser of all right, title, and interests of Arvil McHenry (Seller) In and to the Lease made on the (Date) 12/17/97 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) Arvil McHenry has executed deed of transfer of their interest in said premises and an assignment of the Leases therefore your petitioner.

Petitioner further shows that in and by the terms of said Leases it was provided that the Lessee shall not sell, assign, or transfer said premises without the written consent of the Lessor.

Petitioner therefor prays that the written consent to said transfer may be forthwith provided by the said Lessor, the City of Bloomington, Illinois and your petitioner has submitted herewith a form of said written consent.

Respectfully submitted

Signature of Buyer [redacted]

Signature of Buyer [redacted]

109 E. Olive
PO Box 3157
Bloomington, Illinois 61702-3157

Phone: (309) 434-2210
Fax: (309) 434-2802
TTY (309) 829-5115

CITY OF Bloomington ILLINOIS

****

WRITTEN CONSENT TO TRANSFER INTEREST IN LEASES UPON:

LOT 5 BLOCK 28 CAMP Potawatomie,

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) Arvil McHenry, in and to the premises knows as LOT 5 BLOCK 28 in Camp Potawatomie, in McLean County, Illinois and to the leases thereon executed by the City of Bloomington, Illinois.

Said consent to said assignment and transfer however, is with the express understanding that the said Lessor retains all right in said leases provided, and particularly its right to the payment of any unpaid rental thereon with all legal remedies incidental thereto.

Executed this _____ day of _____, _____.

_____

, Mayor

109 E. Olive
PO Box 3157
Bloomington, Illinois 61702-3157

Phone: (309) 434-2210
Fax: (309) 434-2802
TTY (309) 829-5115

McLean County
Health Department
Partners in Prevention

McLean County Health Department
200 West Front Street, Room 304
Bloomington, IL 61701

March 3, 2020

Ms. Joann McHenry
[redacted]

Re: Septic Permit #54-7305
Parcel #07-12-177-006
Lot 113, Lake Bloomington - Potowatomie Subdivision

Dear Ms. McHenry:

On March 2, 2020, this department received a septic system evaluation report from Mr. Rob Williamson, a McLean County licensed private sewage system installer, regarding the above-referenced property. The septic system evaluation was performed on August 30, 2019 and the following deficiencies were noted:

- There are solids on the inlet and outlet baffles of the septic tank, there are tree roots on the inlet and outlet baffles in the septic tank, the septic tank is a minimum of 250 gallons too small and the tank is leaking.
- The seepage field is installed deeper than allowed and is a minimum of 100 square feet too small.
- A new septic system was installed and inspected by this department on February 21, 2020. These items have been corrected.

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 Mr. Jared Johnson, 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

TJA:AC:hm AC-0601-20-026

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: *Joann McHenry*

Address: [redacted]

Phone #: Day [redacted] Home - -

2. Requestor Informtion:

Name: *same*

Address: _____

Phone #: Day - - Home - -

3. Property Information:

Parcel Number (Tax ID): ( ) *07-12-177-006* Date Evaluation Performed: *08-30-19*

Address of property evaluated: *17445 N 2475 East Rd. Hudson* Sub. & Lot: _____

Permit available from Health Dept.: Yes ☒ No ☐ Permit #: *54-7305*

4. Interview Information:

Person interviewed: *Joann McHenry*

Age of home (years): *+50*

Date last occupied: *vacant*

Has tank ever been pumped: Yes ☐ No ☐

Original owner: Yes ☐ No ☒

Intended for seasonal use: Yes ☒ No ☐

Number of occupants: _____

If yes, how often: _____

5. Interior Evaluation:

Number of bedrooms: *1*

Garbage disposal: Yes ☐ No ☒

Toilet tanks and other fixtures have evidence of leakage or overflow: Yes ☐ No ☐

Water softener discharges to: *n/a*

Clothes washer discharges to: *n/a*

Dishwasher discharges to: *n/a*

Hot tub discharges to: *n/a*

Basement plumbing fixtures:

a. *n/a*

b. _____

c. _____

d. _____

Discharge locations:

a. _____

b. _____

c. _____

d. _____

Basement floor drains discharge to: *n/a*

Garage floor drains discharge to: *n/a*

Sump pit/pump discharges to: *n/a*

Downspouts discharge to: *ground surface*

6. Exterior Evaluation Points:

A. SEPTIC TANK(s) -- This Section N/A ☐

All tanks must not be pumped before the inspection, but should be pumped after the inspection, if needed.

Tank One: N/A ☐	Yes	No	Tank Two: N/A ☒	Yes	No
Depth of soil to top of tank: 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: *550* 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: *15* inches to *32* inches

Square feet of field: *200* 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 : *0* 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: _____ inches

Square feet of sand filter: _____ 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.)*: _____

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 is leaking. The baffles in the septic tank have a mass of roots on top of them. The septic tank and seepage field are both undersized for this house. The average life of a septic system is about 25 years. This septic system is 65 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)

[redacted]
Signature

09-03-19
Date

* Replaces 54-7305 **2020**

McLean County Health Department
200 West Front Street, Room 304
Bloomington, IL 61701
(309) 888-5482

For Office Use
Permit # 20-14313
Parcel # 07-12-177-006
Installer R. Williamson
Approval Date 01/30/2020 ITC # 03

APPLICATION FOR PERMIT TO CONSTRUCT A PRIVATE SEWAGE DISPOSAL SYSTEM

1. Name (Owner): JoANN McHenry Daytime Ph. [redacted]
2. Present Mailing Address: [redacted] Home Ph. ( )
   City, State, Zip Code: [redacted] E-Mail:
3. This application is for a: New House _____ Existing House X
4. Property Address, Lot Number, and Subdivision of Proposed System: 17445E 2475 North Rd Hudson IL 61748
5. Check the following to be installed: ____Aeration Unit(ATU) X Septic Tank(s) ____Holding Tank X Seepage Field ____Seepage Bed ____Illinois Raised Filter Bed ____Drip Irrigation ____Sand Filter ____ Low Pressure Piping ____ Other(Specify)
6. The house will have a garbage disposal: Yes _____ No X
7. Number of Bedrooms: 1 *Please Note*: Any room(s) planned for use as a den, study, etc., having a closet and can be readily converted into a bedroom, must be classified as a bedroom. [redacted] Homeowner's Initials

TABLE OF MINIMUM SEPTIC TANK LIQUID CAPACITY REQUIREMENTS		
Number of Bedrooms	Without a Garbage Disposal	With a Garbage Disposal
1 or 2	750 gal.	1125 gal.
3	1000 gal.	1500 gal.
4	1250 gal.	2000 gal.
5	1500 gal.	2200 gal.

8. Liquid capacity of septic tank(s) to be installed (based upon above table). 750 gal.
9. The house will have a water softener: Yes _____ (Backwash volumes needed) No X [redacted] Homeowner's Initials
   Specification sheet must be provided
   Manufacture and Model #: _____ NSF Efficiency Rated _____ Yes _____ No
10. The system will be installed at a depth range of 9" to 15".
11. Soil Evaluation Information (must be attached):
    Application Rate = _____ square feet per bedroom
    Depth of Limiting Layer = 28" to 31" inches (38" / 325)
12. Multiply 325 (Square feet of seepage field or sand filter(200) required per bedroom) X 1 (Number of bedrooms) = 440 ft. minimum (65 lineal) Total Sq. Ft. Required (multiply by 1.5 for seepage bed) - Install per Rob

13. Square feet required for water softener discharge: _____ ft^2 (adding to system/separate system)
(Circle one)

14. Graveless System Sizing

A. 8 inch or 10 inch pipe. Use chart provided by this office.

_____	_____	x	_____	=	[ ]
Pipe Diameter	Lineal feet per bedroom required		Number of bedrooms		Total lineal feet of pipe required

B. Chamber Type: _____ (Manufacturer and Unit Type)

1. Calculate: $\frac{W}{12} = X$ _____ ÷ 12 = _____

W = the width of the bottom of the chamber in inches
X = the total square feet of absorption area per lineal feet of chamber unit proposed for the installation.

2. Divide 3 by _____ (X) = _____ Multiplier (Y)

3. Calculate the number of lineal feet of 3 feet wide gravel trench required for this system: ____(Z)

4. Multiply Z _____ x Y _____ = [ ] number of lineal feet of chamber required.

Or use the IDPH Memorandum on Chamber Sizing, date January 13, 2016. Under the column "Average Inside Bottom Dimension" (AIBD) the listed distance is allowed to be used as the square feet per lineal foot. For example: the Infiltrator Quick 4 Plus Standard (Q4STD) is listed under the AIBD as 2.44 feet. If you have a 3 bedroom house to be sized at 0.62 gallons per square foot per day (325 per bedroom). You need 975 square feet of seepage field area. Take 975 and divide it by 2.44 to get approximately 400 lineal feet of Q4STD chamber.

325 (square feet needed) divided by 5 feet (from AIBD) = 65 lineal feet

- Other types of subsurface systems may require submittal of additional information to adequately assess the plan's sizing, equipment and location as it pertains to the Private Sewage Disposal Code.

In accordance with Section 905.190 (b) (3) of the IDPH Private Sewage Disposal Code, no limiting layer may exist within the distances provided in Section 905.60 (a) (7). When the limiting layer is a seasonal high water table Section 905.60 a) (7) allows for the installation of an artificial drain to lower the water table to the require separation distance. The installer and applicant believe an artificial drain will effectively lower the seasonal high water and as such the following information describes the work to be preformed to install the artificial drain. Include materials to be used, depth of the installation, and discharge location:

_____

_____

_____

_____

_____

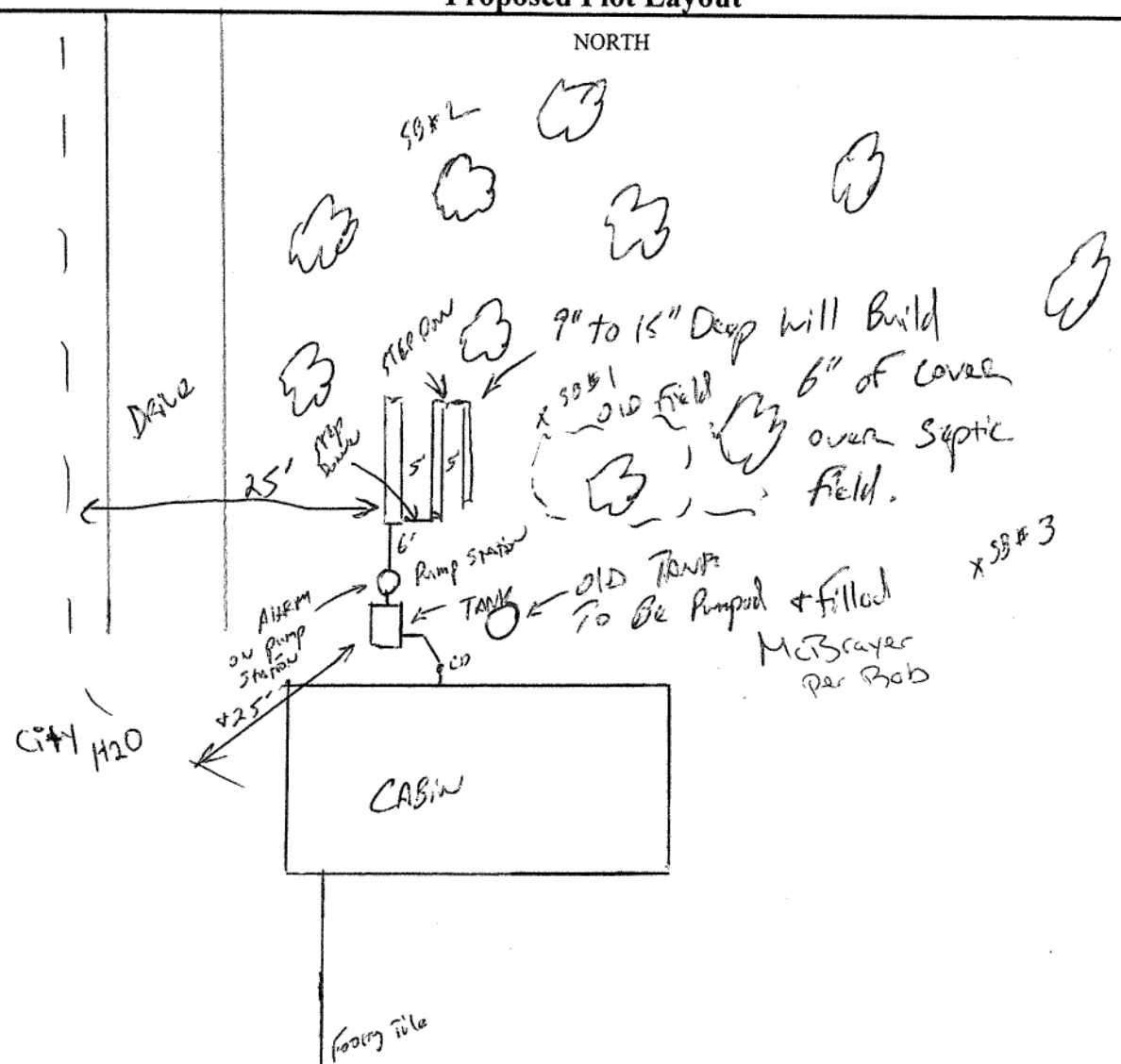
_____

_____

_____

_____

Proposed Plot Layout



Include site evaluations, ground surface elevations and slope.

Tim + JAN

**** All electrical components associated with the system must be wired in accordance with the National Electrical Code or local Electrical Code, whichever is more stringent.**

Modern Neighbor

LAKE

APPLICANT, make a drawing of the proposed plot layout plan. Use the following 14 statements as a guideline for including the minimum information required in the drawing. Also, show that you have included the required information by placing an "X" in the appropriate blank for each statement.

	YES	N/A
1. The proposed location of all buildings and sewage disposal system	X	
2. The property lines and dimensions of lot	X	
3. All water lines on property and within 25 feet of property	X	
4. All wells on property and within 75 feet of property		X
5. Will there be a new well?		X
6. All utility and drainage easements on property		X
7. Where footing tile will discharge	X	
8. Where water softener backwash water will discharge		X
9. Where floor drains will discharge including those in a garage None per Bob		X
10. The location of all field tile and/or subdivision collection tiles		X
11. The location of soil borings	X	
12. Is a geothermal heating/cooling system planned or existing for this property?		X
13. If an existing house, was an interior survey conducted?		X
14. Location and description of barrier used to protect the system area		X

I hereby certify that we have reviewed this permit application for a 1 bedroom home (with/without) a garbage disposal and agree that the information submitted herein is correct to the best of our knowledge. An interior inspection will be conducted by the McLean County Health Department to confirm the information submitted in this application. I acknowledge and agree the area of the septic system is exempt from any future additions of type including but not limited to garages, sheds, swimming pools, raised landscaping, and room additions.

Furthermore, upon signing this application I acknowledge an understanding and acceptance of the maintenance requirements prescribed by section 905.20 (q) (1-4) of the Private Sewage Disposal Code. Maintenance records will be made available to the McLean County Health Department or the Illinois Department of Public Health upon request. **Records of the septic system maintenance will be transferred to subsequent property owners with instructions that the records must be maintained for the life of the septic system.** The Illinois Department of Public Health has the required evaluation form available on-line at www.dph.illinois.gov. A failure to properly operate, maintain and have routine service conducted on a private sewage disposal system is a violation of the Private Sewage Disposal Act and Code. Please check the appropriate box to indicate you have read and understand the maintenance requirements for the type of private sewage disposal system being installed on the property.

☒ Septic tank to a subsurface seepage system or septic tank followed by a sand filter discharging to a subsurface seepage system. Private sewage disposal system septic tanks serving a residential property shall be evaluated within 3years after the date of installation of the system. The system may be evaluated by the homeowner, a McLean County Health Department Licensed Private Sewage Disposal System Installer, a licensed Environmental Health Practitioner; an Illinois licensed Professional Engineer, a representative of the Department, or an agent of the Department or local health department. The evaluation shall determine whether the septic tank(s) and all of the compartments of the private sewage disposal system have layers of scum and settled solids greater than 33% of the liquid capacity of the tank. If the layers of scum and settled solids are greater than 33%, the tanks and compartments shall be pumped out and maintenance shall be performed. After the first evaluation, the system shall be evaluated a minimum of once every 5 years. Depending on the system's use, the septic tank(s) and compartments may need to be evaluated and pumped more frequently.

☐ An aerobic treatment unit (ATU) requires evaluation and maintenance at least once every 6 months. The system may be evaluated by a McLean County Health Department Licensed Private Sewage Disposal System Installer, a licensed Environmental Health Practitioner; an Illinois licensed Professional Engineer, a representative of the Department, or an agent of the Department or local health department. The homeowner of an ATU may conduct the inspection and maintenance as defined within the Act, but the inspection and maintenance shall be performed per the manufacturer's requirements to assure proper operation.

☐ Sand filters and waste stabilization ponds with surface discharges require an evaluation to determine whether the tanks and all of the compartments of the private sewage disposal system have layers of scum and settled solids greater than 33% of the liquid capacity of the tank. If the layers of scum and settled solids are greater than 33%, the tanks and compartments shall be pumped out and maintenance shall be performed. The system shall be evaluated a minimum of once every year. The system may be evaluated by a McLean County Health Department Licensed Private Sewage Disposal System Installer, a licensed Environmental Health Practitioner, an Illinois licensed Professional Engineer, a representative of the Department, or an agent of the Department or local health department. Depending on the system's use, the tanks and compartments may need to be evaluated and pumped more frequently. The homeowner of a sand filter or waste stabilization pond may conduct the inspection and maintenance as defined within the Act, but the inspection and maintenance shall be performed per the requirements of this Part to assure proper operation.

☐ The private sewage disposal system is not listed above and shall be maintained in accordance with the manufacturer's specifications or a maintenance interval approved by the Illinois Department of Public Health (IDPH). I will maintain all maintenance records on forms provided or approved by the Department and make records available upon request by the Department or Local Authority.

I also acknowledge if this application is for a surface discharging septic system (sand filter, aerobic treatment unit, etc.) discharging to the Waters of the United States, I am responsible for maintenance of the private sewage disposal system and discharging in compliance with the National Pollution Discharge Elimination System Permit I have coverage under.

[redacted]

Owner's Name (Print)

JOANN McHENRY

Signature of Owner

1-29-20

Date

Rob Williamson

Installer's Name (Print)

[redacted]

Signature of Installer

1-29-20

Date

PERMIT APPLICATION FEE SCHEDULE
Check appropriate box(es)

(A)	Septic tank or Imhoff tank	$109.00	☒
(B)	Aerobic treatment plant	$109.00	☐
(C)	1. Subsurface seepage field	$163.00	☐
	2. Seepage bed	$163.00	☐
	3. Sand filter (buried or recirculating)	$163.00	☐
	4. Waste stabilization pond	$163.00	☐
	5. 8" or 10" gravel-less seepage field	$163.00	☐
	6. Chamber system	$163.00	☒
(D)	Treatment unit(s) and waste stabilization pond	$217.00	☐
(E)	Privies, chemical toilet, recirculating toilets, incinerator toilet, compost toilet	$217.00	☐
(F)	Private Sewage Mound System (77 Ill. Adm. Code 906)	$217.00	☐
(G)	Holding tank(s)	$217.00	☐
(H)	Dump station	$217.00	☐
(I)	Any other system for which a variance in accordance with Section 28.60, of this Ordinance, has been issued.	$217.00	☐

TOTAL FEE REQUIRED $272.00

FOR OFFICE USE ONLY

Fee Receipt No. 8084 Well/Geothermal Permit # N/A

Reviewed by [redacted] Date 1/29/20

REQUEST FOR A VARIANCE FROM THE MCLEAN COUNTY HEALTH DEPARTMENT PRIVATE SEWAGE DISPOSAL SYSTEM PROGRAM

Property Parcel # 07 - 12 - 177 - 006

Section of Code or Ordinance for which this variance is requested: Chapter 310. Sewage Disposal Systems Water Wells and Geothermal Exchange Systems Section 310-11 Gravelless Chamber-type Seepage Field Requirement

Reason for variance request: Due To Limited space poor boring Results AND water Line AND Tree Location.

Describe work to be performed: Install chamber system Sized At State code sizing.

Signed: [redacted] Date: 1-29-20

Office Use Only

Variance approved by: [redacted] Date: 1/30/2020

Permit #: 20-14313

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 Jennifer McHenry & Robin Yockey

(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 Shelbyville, County of ~~McLean~~, State of Illinois, hereinafter called "Lessee," Shelby

WITNESSETH

In consideration of the mutual covenants hereinafter contained, the parties agree as follows:

1. PREMISES. The City leases to Lessee the following described real estate owned by the City in the vicinity of Lake Bloomington, Illinois as follows:

   Lot 5 in Block 28 in Camp Potawatomie 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 $100 EAV rental rate, the rent shall be charged at the rate of 40 ¢ ($.40) 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

JOANNE McHENRY
[redacted]

Lessee Billing Address

SAME As ABOVE

18. BINDING EFFECT. This agreement shall be binding upon the heirs, personal representatives, successors, and assigns of each of the parties hereto.

IN WITNESS WHEREOF, the Lessor has caused this instrument to be executed by its Mayor and City Clerk, and the Lessee has executed this agreement as of the day and year above written.

-Lessor-

CITY OF BLOOMINGTON

By: _____
Its Mayor

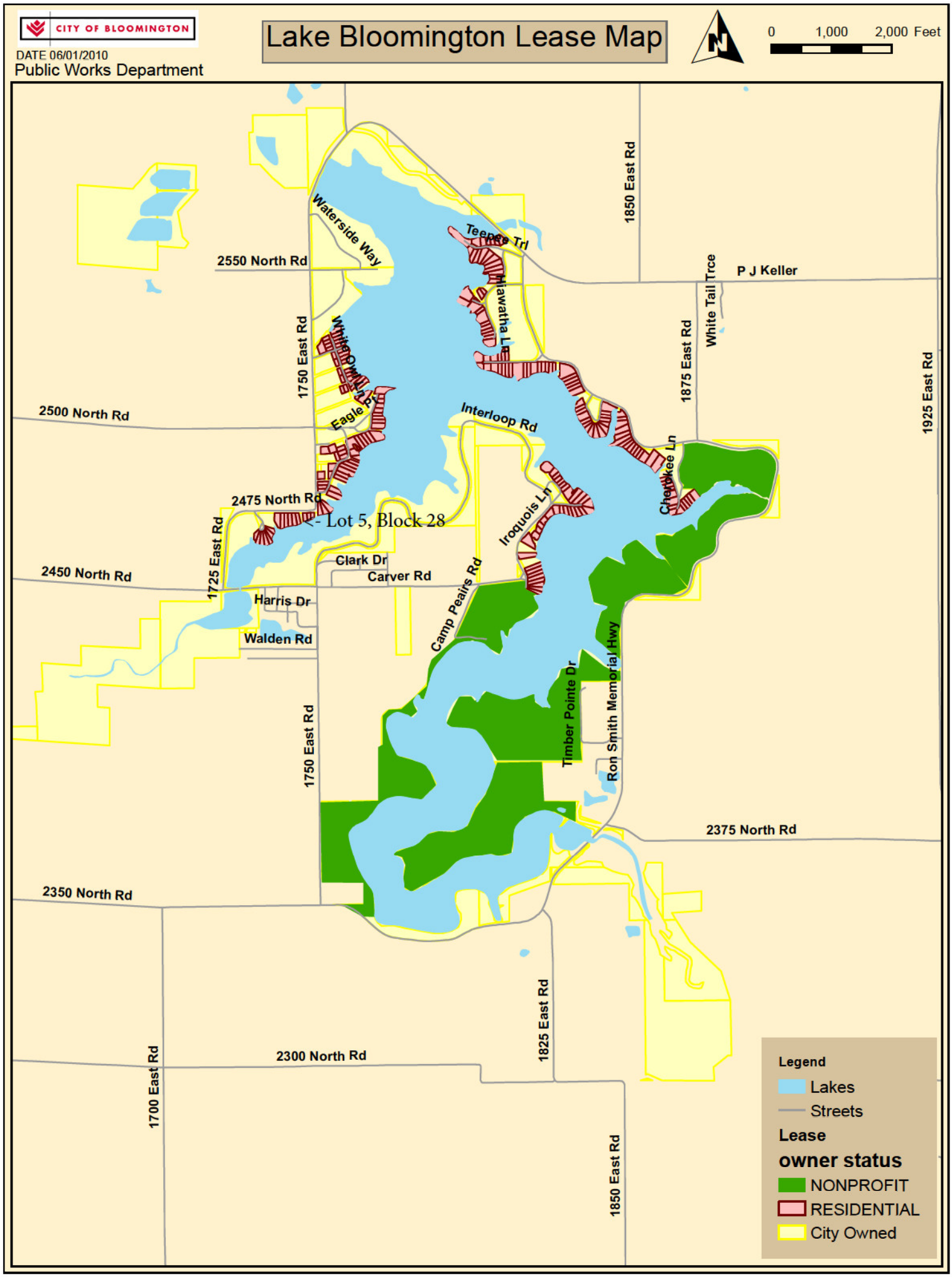
Attest:

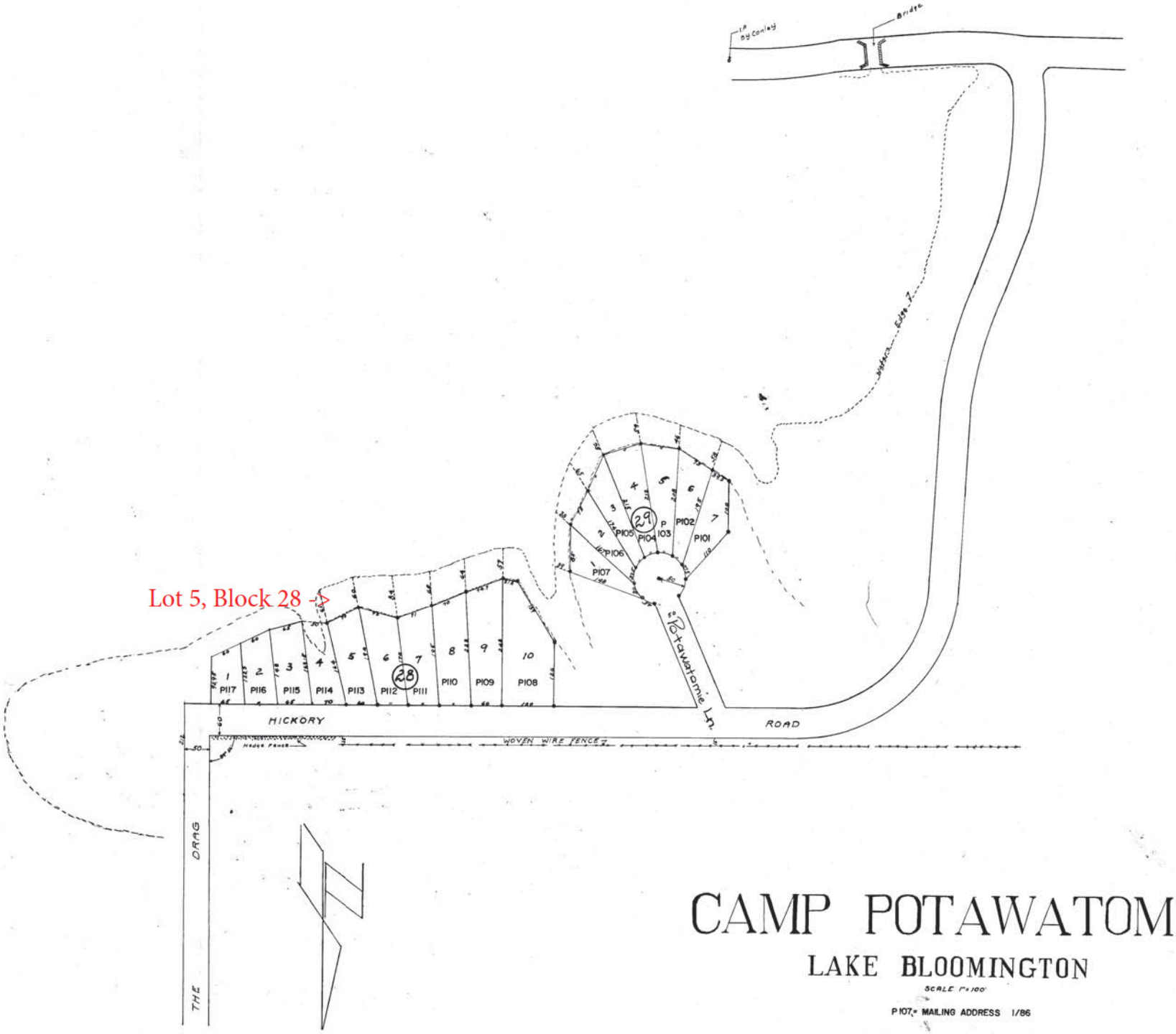
_____
City Clerk

-Lessee-

[redacted]

_____


CITY OF BLOOMINGTON
DATE 06/01/2010
Public Works Department
Lake Bloomington Lease Map
0 1,000 2,000 Feet
Waterside Way
Teepee Trl
Miawatha Ln
White Owl Ln
Eagle Pt
Interloop Rd
Iroquois Ln
Cherokee Ln
Clark Dr
Carver Rd
Harris Dr
Walden Rd
Camp Peairs Rd
Timber Pointe Dr
Ron Smith Memorial Hwy
White Tail Trce
P J Keller
1850 East Rd
1750 East Rd
1875 East Rd
1925 East Rd
1725 East Rd
1825 East Rd
1700 East Rd
2550 North Rd
2500 North Rd
2475 North Rd
2450 North Rd
2375 North Rd
2350 North Rd
2300 North Rd
<- Lot 5, Block 28
Legend
Lakes
Streets
Lease
owner status
NONPROFIT
RESIDENTIAL
City Owned



CAMP POTAWATOMIE

LAKE BLOOMINGTON

SCALE 1"=100'

P107 = MAILING ADDRESS 1/86

LB-12

3/1/2020

Lot 5 Block 28 Camp Potawatomie

N
W E
S

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

0 0.00350.007 0.014 mi

McGIS

REGULAR AGENDA

REGULAR AGENDA ITEM NO. 8.A

FOR COUNCIL: March 26, 2020

SPONSOR: Legal Department

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and action on an Ordinance Amending Chapter 12 of the City Code on Emergency Management, as requested by the Legal Department.

RECOMMENDED MOTION: The proposed Ordinance 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

BACKGROUND: The City currently has emergency management provisions and measures outlined in Chapter 12 of the City Code. Many of the references in Chapter 12, however, are dated and do not refer to the applicable state statute, the Illinois Emergency Management Agency Act. Accordingly, the proposed ordinance updates the applicable references and also adds a penalty provision under Section 11(A)(6).

Chapter 12, Section 11 provides the Mayor may issue certain emergency orders upon an emergency declaration. While there is a Local Emergency Ordinance Declaration on the agenda, it should be noted that those powers are not being enacted for the COVID-19 emergency. Accordingly, the community does not need to be concerned that the City is going to stop the sale of firearms, ammunition, alcohol, enact a curfew and/or ration gasoline. Rather, the City is declaring a local emergency to provide needed economic relief to residents and small businesses, as well as ensure the continuity of City government and operations.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: N/A

COMMUNITY DEVELOPMENT IMPACT: N/A

Respectfully submitted for Council consideration.

Prepared by: Jeffrey Jurgens, Corporation Counsel

Reviewed by:

Jeffrey R. Jurgens, Corporation Counsel 3/24/2020

Chris Tomerlin, Budget Manager 3/24/2020

Jeffrey R. Jurgens, Corporation Counsel 3/24/2020

Tara Henry, Legislative Assistant 3/24/2020

Recommended by:

Tim Gleason, City Manager

Attachments:

- LGL 1B Emergency Management Ordinance

ORDINANCE NO. 2020 - ___

AN ORDINANCE AMENDING CHAPTER 12 OF THE CITY CODE ON EMERGENCY MANAGEMENT

BE IT ORDAINED BY THE CITY COUNCIL
OF THE CITY OF BLOOMINGTON, ILLINOIS:

SECTION 1. That Chapter 12 of the Bloomington City Code, 1960, as amended, shall be further amended as follows:

(A) The title of Chapter 12 shall be amended from "Civil Defense" to "Emergency Management"

(B) All references to the "City of Bloomington Emergency Services and Disaster Agency" shall be amended to state "City of Bloomington Emergency Management Agency" and all references to "Emergency Services and Disaster Agency" shall be amended to state "Emergency Management Agency".

(C) All references to "E.S.D.A." shall be amended to state "EMA".

(D) All references to the "State E.S.D.A. Act of 1975" shall be amended to state "Illinois Emergency Management Agency Act."

(E) A new Section 11(A)(6) shall be added as follows:

Violations. Any person violating the provisions of this section or executive orders issued pursuant hereto shall be guilty of an offence against the City and shall be punished as provided by Chapter 28, Section 5 of the City of Bloomington Code.

SECTION 2. Except as provided herein, the Bloomington City Code, 1960, as amended shall remain in full force and effect.

SECTION 3. In the event that any section, clause, provision, or part of this Ordinance shall be found and determined to be invalid by a court of competent jurisdiction, all valid parts that are severable from the invalid parts shall remain in full force and effect.

SECTION 4. The City Clerk is hereby authorized to publish this ordinance in pamphlet form as provided by law.

SECTION 5. This ordinance shall be effective immediately after the date of its publication as required by law.

SECTION 6. This ordinance is passed and approved pursuant to the home rule authority granted Article VII, Section 6 of the 1970 Illinois Constitution.

PASSED this 26th day of March 2020.

APPROVED this ____ day of March 2020.

CITY OF BLOOMINGTON

_____
Tari Renner, Mayor

ATTEST

_____
Leslie Smith-Yocum, City Clerk

CITY OF Bloomington ILLINOIS

REGULAR AGENDA ITEM NO. 8.B

FOR COUNCIL: March 26, 2020

SPONSOR: Legal Department

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and action on an Ordinance Declaring a Local Emergency Due to the COVID-19 Virus & Enacting Various Emergency Measures, as requested by the Legal Department.

RECOMMENDED MOTION: The proposed Ordinance 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: In light of the national and state declarations of emergencies surrounding the COVID-19 virus pandemic, as well as the announcement of several positive COVID-19 patients in McLean County, a local emergency declaration is being presented for the City Council's consideration. Generally, the emergency declaration ordinance simply ensures continuity of City government and reaffirms the City Manager's authority to act in the event of an emergency.

It should be noted that the Local Emergency Declaration Ordinance does not authorize the emergency powers in Section 11 of Chapter 12. As the City does not anticipate these powers will be needed to address the COVID-19 crisis, they are specifically disallowed. Accordingly, the public does not need to be concerned that the City is going to stop the sale of firearms or ammunition, prohibit liquor, enact curfews, ration gas, etc. Rather, the emergency declaration is more aimed at providing necessary relief to the residents and business owners in Bloomington and ensuring the continuity of City government.

As requested by several City Council members, the proposed Ordinance assists the community with the crisis by allowing flexibility for the payment of certain bills, including City utility payments, food and beverage tax payments, parking fines and ordinance fines. Specifically, the ordinance places a moratorium on any late fees, interest, or fines associated with nonpayment of these items if they are paid within 30 days of the conclusion of Governor Pritzker's state of emergency declaration. The ordinance allows the City Manager, by executive order, to extend the deadlines further for these and any other amounts due and owing to the City. Similarly, a moratorium on any City utility shut offs is enacted through duration of the Governor's declaration.

In addition to providing a moratorium on certain penalties and interest, as well as a moratorium on City utility shut offs, the emergency declaration ordinance also:

1. Provides authority to the Mayor to cancel meetings as necessary;
2. Reiterates the authority of the City Council and its subsidiary bodies to meet electronically in accordance with Governor Pritzker's COVID-19 Executive Order No. 5;
3. Provides authority to the City Manager, upon approval of the Mayor and Mayor Pro Tem, to address any contracting, permitting or licensing issues that may arise, including the suspension of licenses and permits;
4. Provides emergency purchases may be made in accordance with the City's emergency purchasing authority in Chapter 16 of the City Code;
5. Reiterates the City Manager's authority regarding personnel and allows the City Manager to enter into temporary agreements with collective bargaining units;
6. Reaffirms the City Manager's authority to close City facilities as is reasonably required to protect the health of the public and employees of the City;
7. Authorizes the Corporation Counsel to suspend the City's Administrative Court and extend related deadlines;
8. Authorizes the City Manager to pay City bills if the City Council is unable to meet on its regularly scheduled meeting date;
9. Authorizes the City to accept applications for all City licenses and permits electronically, as well as supportive documentation for same, to assist with the continuation of various business operations within the City;
10. Allows the City Manager to implement procedures to encourage the electronic submission of written comments for public meetings beyond those already set forth in the City Code;
11. Allows the City Manager and director of Community Development to approve certain site plans, grant applications and approve the award of historic preservation grants;
12. Allows the Liquor Commissioner to grant the authority for restaurants and taverns to temporarily permit the delivery, carryout and curbside pickup of alcoholic liquor;
13. Permits the City Manager to enter into intergovernmental agreements to address the response and needs associated with the pandemic;
14. Establishes succession planning for the City, including providing that if the Mayor is unable to serve, the Mayor Pro Tem will have all power and authority of the Mayor. In such a case, the City Council would select a new temporary Mayor Pro Tem. In terms of succession planning for City operations, the ordinance provides the Deputy City Manager shall serve as the Manager if the City Manager is incapacitated or unable to serve. If both the City Manager and Deputy City Manager are unable to serve, the ordinance provides the Corporation Counsel shall serve as Manager.

The Ordinance will be effective for 28 days, unless it is revoked or amended by the City Council sooner. It is set to renew for additional 28-day periods as necessary. That said, the City Manager will have the Ordinance on each agenda for discussion and potential revocation at every future City Council meeting while it is in effect.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: The financial impact from the pandemic on the City is unknown at this time.

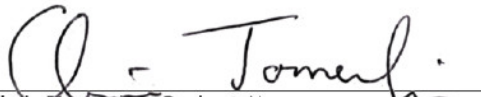
COMMUNITY DEVELOPMENT IMPACT: The ordinance contains emergency provisions to allow several key functions of the Community Development Department to continue that do not include statutorily mandated public hearings (e.g., variances, etc.).

Respectfully submitted for Council consideration.

Prepared by: Jeffrey Jurgens, Corporation Counsel

Reviewed by:

Jeffrey R. Jurgens, Corporation Counsel 3/24/2020

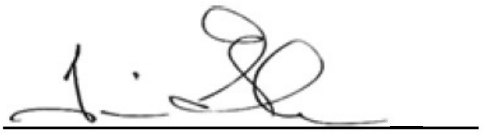


Chris Tomerlin, Budget Manager 3/24/2020

Jeffrey R. Jurgens, Corporation Counsel 3/24/2020

Tara Henry, Legislative Assistant 3/24/2020

Recommended by:



Tim Gleason, City Manager

Attachments:

- LGL 2B Emergency Declaration Ordinance

ORDINANCE NO. 2020 - _____

AN ORDINANCE DECLARING A LOCAL EMERGENCY DUE TO THE COVID-19 VIRUS & ENACTING VARIOUS EMERGENCY MEASURES

WHEREAS, on January 30, 2020, the World Health Organization declared the outbreak of COVID-19 to be a public health emergency of international concern and on March 11, 2020 declared it a worldwide pandemic; and

WHEREAS, on January 31, 2020, the U.S. Health and Human Services Secretary declared a public health emergency for the United States; and

WHEREAS, the Governor of the State of Illinois issued a disaster proclamation on March 9, 2020, due to the impact of the COVID-19 virus and has activated the State Emergency Operations Center; and

WHEREAS, the State Emergency Management Agency has declared a public health emergency due to the impact of the COVID-19 virus; and

WHEREAS, on March 13, 2020, the President of the United States declared a National Emergency concerning the COVID-19 outbreak; and

WHEREAS, the City Manager and staff have been meeting for weeks to begin preparing for the potential impact of the pandemic and has coordinated its response with McLean County and the Town of Normal; and

WHEREAS, the City Council has considered the existence of a public health emergency in acting upon this ordinance and actions required to promote the health, safety and welfare of its citizens; and

WHEREAS, 20 ILCS 3305/10J, of the Emergency Management Agency Act and 65 ILCS 5/8-10-5 of the Illinois Municipal Code and Chapter 12 of the Bloomington City Code provides political subdivisions with certain emergency authority; and

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BLOOMINGTON, ILLINOIS as follows:

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

SECTION 2. Emergency Authority. In accordance with the authority provided to the City by the Emergency Management Agency Act, the City Code and its home-rule authority, the following actions are authorized by the City Council:

(A) *Cancellation of Meetings*. The Mayor may cancel meetings of any board or commission to which he appoints members. Any such cancellation shall automatically extend such deadlines for required actions by such board or commission as is specified in the cancellation notice. In lieu of the Mayor

cancelling said meetings, the Chairperson of any board or commission may cancel said meetings and are encouraged to do so absent a priority need.

(B) *Ability to Conduct Electronic Meetings*. Any Council Member or board member of any board or commission, in accordance with Governor Pritzker's COVID-19 Executive Order No. 5 may attend any regular or special meeting via electronic means, including audio or video conferences. A physical quorum of the Trustees is not required before the remote participation is allowed.

(C) *Ability to Address Contract, Permitting and Licensure Issues*. The City Manager shall have the authority, upon approval of both the Mayor and Mayor Pro Tem, to address any contract, permitting and/or licensing issues, including the suspension of any permits or licenses, as the City Manager may deem to be in the best interest of the City. The suspension of any license or permit may be overturned by a majority of the City Council at a subsequent City Council meeting.

(D) *Emergency Purchases*. For any emergency purchases that are necessary, the City Manager shall follow the provisions of Chapter 16 of the Bloomington City Code.

(E) *Personnel Policies & Union Contracts*. The City Manager's authority is hereby reaffirmed that he may adjust any personnel policies related to leave time, other benefits or terms and conditions of employment as are reasonably related to providing sufficient staffing during the term of the emergency. In addition, he is authorized to enter into such temporary agreements, including memoranda of understanding with the City's bargaining units in order to promote the provision of City services and the health and safety of the public and employees during the emergency.

(F) *Facility Closures*. The authority of the City Manager is hereby reaffirmed to close City facilities as is reasonably required to protect the health of the public and employees of the City.

(G) *Administrative Court*. The Corporation Counsel is authorized to extend any timeframe for responses related to City ordinance violations in recognition of the emergency and to suspend the City's Administrative Court and/or continue said cases.

(H) *Moratorium on Interest, Fines and Penalties*. No interest, fines and/or penalties shall accrue or be assessed on amounts owed to the City as of March 1, 2020, for City utility payments, food and beverage taxes (although timely tax return filings are still required), parking tickets and/or ordinance violations, so long as said obligations to the City are paid within 30 days after the conclusion Governor Pritzker's Gubernatorial Disaster Proclamation, including any and all renewals thereof, or until this provision is amended or repealed by the City Council. The City Manager is similarly authorized, by Executive Order, to extend the deadlines for payments related to any other amounts due and owing the City.

(I) *Payment of City Bills*. The City Manager may authorize the issuance of payments to City vendors, contractors and utilities if the City Council is unable to meet on a regularly scheduled meeting date. Any such payments must be reported to the City Council in writing at a future public meeting.

(J) *Water Shut Offs*. All City utility shut offs for nonpayment shall be suspended while this ordinance is in effect.

(K) *Acceptance of Applications*. The City is authorized to accept applications for all City licenses and permits electronically, and may accept all other documentation required related to said applications electronically.

(L) *Written Public Comment*. The City Manager shall implement procedures encouraging the electronic submission of written comments for public meetings beyond those set forth in Chapter 2, Section 85(I). These procedures shall remain in effect so long as Governor Pritzker's Gubernatorial Disaster Proclamation remains in effect, including any and all renewals thereof.

(M) *Community Development Approvals*. The City Manager and Director of Community Development, or City Planner in the absence of the Director of Community Development, shall have the authority to approve grant applications, the awarding of historic preservation grants, cite plans not involving special uses, certificates of appropriateness, and to postpone any meetings regarding the Planning Commission and Zoning Board of Appeals. Any applications requiring a public hearing may also be postponed by the City Manager.

(N) *Liquor Commissioner Authority to Allow Deliveries*. The Liquor Commissioner shall be granted the authority to allow all restaurant liquor license holders (Class RA and Class RB), as well as all taverns (Class TA and Class TB) to provide the delivery, carryout and curbside pickup of alcoholic liquor, so long as the license holder complies with the requirements of Chapter 6, Section 32(C) for curbside pickup and Chapter 6, 32(D) for deliveries, as well as any other requirements that may be imposed by Executive Order of the Mayor. No packaged liquor license component shall be required. This authority of the Liquor Commissioner shall remain in effect so long as Governor Pritzker's Gubernatorial Disaster Proclamation remains in effect, including any and all renewals thereof, or until this authority is repealed by the City Council.

(O) *Intergovernmental Agreements*. The City Manager is authorized to execute intergovernmental agreements that address the response and needs associated with this local disaster declaration that he deems to be in the best interests of the City.

SECTION 3. Other Emergency Powers Disallowed. The Emergency Powers in Chapter 12, Section 11 are not necessary to address the COVID-19 crisis. Accordingly, no such powers may be exercised by the Mayor, City Manager or their successors.

SECTION 4. Succession Planning. In the absence or incapacity of the Mayor, the Mayor Pro Tem shall serve as the Mayor of the City of Bloomington and shall have all authority and power of the Mayor, including the emergency powers set forth in this Ordinance. If the Mayor Pro Tem is incapacity or otherwise serving as Mayor, the City Council shall appoint a new Mayor Pro Tem. In the absence or incapacity of the City Manager, the Deputy City Manager shall serve as the City Manager of the City of Bloomington and shall have all authority and power of the City Manager, including the emergency powers set forth in this Ordinance. In the absence or incapacity of both the City Manager and the Deputy City Manager, the Corporation Counsel shall serve as the City Manager of the City of Bloomington and shall have all authority and power of the City Manager, including the emergency powers set forth in this Ordinance.

SECTION 5. Declaration of a Local Disaster. This Ordinance shall be construed as a declaration of a local disaster as provided for under Section 11 of the Illinois Emergency Management Agency Act, 20 ILCS 3305/11.

SECTION 6. Amendment of City Code. Except as provided herein, the Bloomington City Code, 1960, as amended shall remain in full force and effect.

SECTION 7. Severability. In the event that any section, clause, provision, or part of this Ordinance shall be found and determined to be invalid by a court of competent jurisdiction, all valid parts that are severable from the invalid parts shall remain in full force and effect.

SECTION 8. Publication. The City Clerk is hereby authorized to publish this ordinance in pamphlet form as provided by law.

SECTION 9. Home Rule Authority. This ordinance is passed and approved pursuant to the home rule authority granted Article VII, Section 6 of the 1970 Illinois Constitution.

SECTION 10. Effectiveness & Duration. This ordinance takes effect immediately upon its passage due to the urgency of implementing appropriate responses to the COVID-19 virus, which is causing or anticipated to cause widespread impacts on the health of members of this community. The recitals are incorporated into this Section. This ordinance shall be effective for 28 days from the date of passage unless repealed or amended sooner by the City Council. The ordinance shall continue for 28-day periods thereafter unless repealed or amended by the City Council.

PASSED this 26th day of March 2020.

APPROVED this _____ day of March 2020.

CITY OF BLOOMINGTON

_____
Tari Renner, Mayor

ATTEST

_____
Leslie Smith-Yocum, City Clerk

CITY OF Bloomington ILLINOIS

REGULAR AGENDA ITEM NO. 8.C

FOR COUNCIL: March 26, 2020

SPONSOR: Legal Department

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and action on a Resolution Calling on the State of Illinois and the United States Federal Government to Pass Immediate and Effective Economic Relief Programs in Relation to COVID-19, as requested by the Legal Department.

RECOMMENDED MOTION: The proposed Resolution be approved.

STRATEGIC PLAN LINK:
-Goal 3. Grow the Local Economy
-Goal 1. Financially Sound City Providing Quality Basic Services

STRATEGIC PLAN SIGNIFICANCE:
-Objective 3d. Expanded retail businesses
-Objective 3a. Retention and growth of current local businesses
-Objective 1e. Partnering with others for the most cost-effective service delivery
-Objective 1a. Budget with adequate resources to support defined services and level of services

BACKGROUND: As a result of the COVID-19 outbreak, the community is already beginning to see impacts from the outbreaks and mandated closures. Although we are only at the beginning stages of this emergency, we anticipate the impacts will grow more severe. As a result, several City Council members requested a resolution be prepared calling on the state and national government to provide immediate and effective economic relief.

The proposed resolution calls on both the State of Illinois and the United States Government to implement immediate economic relief programs to aid the City's most vulnerable residents and small businesses, as well as larger businesses, non-profits, and other industries and entities impacted by the COVID-19 outbreak.

If approved, a copy of the resolution will be provided to all of the City's national and state representatives.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: City Council members and City staff are in constant contact with individuals and entities impacted by COVID-19.

FINANCIAL IMPACT: There is no financial impact to the City by passage of the resolution. If necessary relief is provided as called for in the resolution, the impact of COVID-19 to the City may also be mitigated in some fashion.

COMMUNITY DEVELOPMENT IMPACT: N/A

Respectfully submitted for Council consideration.

Prepared by: Jeffrey Jurgens, Corporation Counsel

Reviewed by:

Chris Tomerlin, Budget Manager 3/20/2020

Jeffrey R. Jurgens, Corporation Counsel 3/20/2020

Tara Henry, Legislative Assistant 3/20/2020

Recommended by:

Tim Gleason, City Manager

Attachments:

- LGL 3B COVID 19 Emergency Relief Resolution

RESOLUTION NO. 2020 - ___

A RESOLUTION CALLING ON THE STATE OF ILLINOIS AND THE UNITED STATES FEDERAL GOVERNMENT TO PASS IMMEDIATE AND EFFECTIVE ECONOMIC RELIEF PROGRAMS IN RELATION TO COVID-19

WHEREAS, on January 30, 2020, the World Health Organization declared the outbreak of COVID-19 to be a public health emergency of international concern and on March 11, 2020 declared it a worldwide pandemic; and

WHEREAS, on January 31, 2020, the U.S. Health and Human Services Secretary declared a public health emergency for the United States; and

WHEREAS, the Governor of the State of Illinois issued a disaster proclamation on March 9, 2020, due to the impact of the COVID-19 virus and has activated the State Emergency Operations Center; and

WHEREAS, the State Emergency Management Agency has declared a public health emergency due to the impact of the COVID-19 virus; and

WHEREAS, on March 13, 2020, the President of the United States declared a National Emergency concerning the COVID-19 outbreak; and

WHEREAS, we are only at the beginning of the COVID-19 outbreak and it is already having an impact on our community, including our residents, business, non-for-profits, and related industries; and

WHEREAS, as the outbreak continues, it is anticipated the impacts on our community will only grow more severe and our community needs vital assistance from the state and national government.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL FOR THE CITY OF BLOOMINGTON, ILLINOIS, that the City Council implores the State of Illinois and the United States National Government to implement immediate economic relief programs to aid our most vulnerable residents and small businesses, larger businesses, non-for-profits, and other industries and entities impacted by the COVID-19 outbreak. The City Clerk shall be directed to send a copy of this Resolution to all of our local state and federal elected representatives.

PASSED this 26th day of March 2020.

APPROVED this _____ day of March 2020.

CITY OF BLOOMINGTON

_____
Tari Renner, Mayor

ATTEST

_____
Leslie Smith-Yocum, City Clerk