



CITY OF
BLOOMINGTON
COUNCIL MEETING
JANUARY 23, 2017

AGENDA

CONSENT AGENDA

REGULAR AGENDA



City Logo Design Rationale

The symbol for the City of Bloomington is multifaceted in its visual and conceptual approach. Visually the symbol and the City's identity represent a modern progressive style which is consistent with the City's government. The symbol is based on three different concepts which combine to represent the City in a contemporary and appropriate way.

First and foremost is the chevron. The City government is a respected agency dedicated to serving the public. In this way, the chevron represents service, rank and authority.

The symbol may also be seen as a three dimensional building. This represents growth and diversity in our community.

Finally, the flower or plant derived from the original name "Blooming Grove," represents a community that is friendly and safe. Progress and growth are also associated with plant life as well as regeneration and renewal.

The symbol's positive upward movement is representative of the City's commitment to excellence!

Brief Summary of Five Council Priorities

Five Priorities

At the September retreat, Council informally selected its top five priorities, and since that time staff has seen that these five areas are the dominant focus of the Council's policy deliberations. The selected priorities are:

1. Economic Development
2. Infrastructure
3. Financial Planning
4. Reduced Emergency Response Times
5. Downtown Implementation Plan

The value in naming priorities is to establish policy direction, make that direction known to stakeholders and guide policy, budget and operational decisions. As we work to develop the City's FY17 budget, staff would find value in formalizing the five priorities for the next fiscal year.

Prior to formalization, we have prepared this brief summary to begin the dialogue about what each priority means, where it stands and what it will take to advance each going forward.

1. Economic Development

- A. Economic development was overwhelmingly recognized by the Council as **essential to the financial sustainability** of the community. It is our prime means to diversify our tax base and expand our revenue streams.
- B. City of Bloomington economic development is undertaken in parallel with **regional collaboration** and economic development initiatives of the EDC, B/N Advantage and others.
- C. The time is right to review our **economic development strategic plan and incentive policy**. Tools such as TIF are invaluable for the redevelopment of areas such as Colonial Plaza, and will be key to our success.
- D. Economic development cannot stand alone and depends on sound infrastructure and quality of life to successfully ensure a financially-sound future for our community.

2. Infrastructure

- A. The City is decades behind in funding much-needed **infrastructure maintenance**, estimated to total \$400M or more. Reliable infrastructure with the capacity to handle growth is essential to economic development, quality of life and the City's financial long-term stability.
- B. Our City's recently completed **infrastructure Master Plans**, encompassing streets, sanitary sewers, storm water, facilities, sidewalks and more provide detailed inventory, condition rating and make it possible for us to assess and prioritize critical needs.
- C. The next essential step is to develop a **five year Capital Improvement Plan** to address the most urgent/timely needs, AND a funding strategy.
- D. Some projects included in the City's Master Plans are prime candidates for borrowing. Financing options are many, and Council will determine a preferred strategy, ranging from conservative to aggressive.

3. Financial Planning

- A. Since the Great Recession, we are all adapting to a new economy that requires us to have a **long-term, continuously evolving plan for financial sustainability**, including a plan for appropriate reserves. We must have a balanced budget to avoid the pitfalls and reputational damage that many other governments continue to experience.
- B. A deficit in the City's General Fund was averted in the near term through Budget Task Force recommendations and the Council's recent adoption of a 1% sales tax increase. However, the City's expenses, especially those tied to Police and Fire pensions and labor costs, will continue to increase over the years. The **potential for a General Fund structural deficit** will continue to threaten future budgets.
- C. It will take all of us, including our citizens, to develop solutions for achievement of financial sustainability. We must focus on refining our financial projections, re-forecasting when appropriate, identifying programs and services, establishing appropriate levels of service performance measures, and prioritization.
- D. A **Capital Improvement Plan and funding** is critical to the City's financial strategy now and going forward.

4. Reduced Emergency Response Times

- A. Despite the excellent efforts of our first responders, the Fire Master Plan identified that **service to the City's northeast portion is inadequate and response times are below our standards**. Long-term, the Master Plan recommends a new Fire Station facility to serve the northeast area of the City. In the short-term, we must identify creative and innovative methods to reduce EMS and fire suppression response times.
- B. Quality public safety services are essential to a community's Economic Development and, with so many financial resources devoted to public safety, **finding efficient solutions to public safety issues** contributes to the long-term financial health of the community.

5. Downtown Implementation Plan

- A. The Downtown Master Plan was adopted by the City Council in 2013 without an Implementation Plan. Increased interest in Downtown economic development, notably in the proposed addition of hotel and/or convention center space, indicates this is the time to **design the City's role** in success of the Downtown.
 - a. It will take inside and outside **resources to vet potential Downtown projects**.
 - b. We must determine the amount and type of **public engagement** that is appropriate for Downtown development proposals.
 - c. Traditionally, municipalities play a role in Downtown **streetscape improvements** and meeting its **parking needs**.
- B. We can **build upon the qualities that make our Downtown special**, such as our ties to President Lincoln and Route 66, both expertly displayed in the new Visitors Center at the McLean County Museum of History. Smart economic development in Downtown will expand on existing assets and attractions like the Museum, the BCPA and the Coliseum.

RESOLUTION NO. 2016 -29

**A RESOLUTION ADOPTING A MISSION, VISION AND VALUES STATEMENT FOR THE
CITY OF BLOOMINGTON**

WHEREAS, the City of Bloomington ("City") is an Illinois home-rule municipality; and

WHEREAS, the City is known as the "Jewel of the Midwest;" and

WHEREAS, the City is a great place to live, work and play; and

WHEREAS, the City Council desires to adopt a statement expressing the Organizational Mission, Vision and Values of the City.

NOW, THEREFORE, BE IT RESOLVED BY THE City Council of the City of Bloomington, McLean County, Illinois, as follows:

Section 1. The above stated recitals are incorporated herein by reference.

Section 2. The City Council of the City of Bloomington hereby formally adopt the following as the City's Organizational Mission, Vision and Values:

Mission: To lead, serve and uplift the City of Bloomington

Vision: A Jewel of Midwest Cities

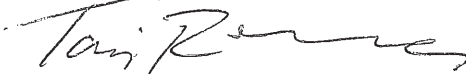
Values: Service-centered, results-driven, inclusive.

Section 3. All resolutions in conflict with this Resolution, as well as any previous statements adopted on the mission, vision and values of the City are hereby repealed.

Section 4. This Resolution shall be in full force and effect immediately after its passage and approval.

APPROVED by the City Council of the City of Bloomington, McLean County, Bloomington, Illinois, July 25, 2016, by a vote of 7 to 1. (Nay: Alderman Kevin Lower) (Absent: Alderman David Sage)

CITY OF BLOOMINGTON



Tari Renner, Mayor

ATTEST



Cherry L. Lawson, City Clerk



CITY COUNCIL MEETING AGENDA

CITY COUNCIL CHAMBERS

109 E. OLIVE STREET, BLOOMINGTON, IL 61701

MONDAY, JANUARY 23, 2017; 7:00 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**
- 6. Public Comment**

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

7. “Consent Agenda”

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

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

- A. Consideration of approving the Minutes of the January 9, 2017 Regular City Council Meeting.
(Recommend that the reading of the minutes be dispensed with and the minutes approved as printed.)

NOTE: Action may be taken by the City Council on the agenda’s action items (those items listed on the Consent Agenda and Regular Agenda) beyond the motions listed and/or staff recommendations. Ordinances and resolutions listed on the agenda may further be amended and/or revised prior to adoption by the City Council. No action will be taken if the agenda item is listed as only informational.

- B. Consideration of Approving Bills, Payroll, Procurement Card Purchases, and Electronic Transfers in the amount of \$5,592,554.20. *(Recommend that the Bills, Payroll, Procurement Card Purchases, and Electronic Transfers be allowed in the amount of \$5,592,554.20 and orders drawn on the Treasurer for the various amounts as funds are available.)*
- C. Consideration of a Resolution authorizing a Change Order in the amount of \$70,000.00 between the City of Bloomington and Maurer Stutz for the FY 2016 Lift Station and Force Main Evaluation/Design (RFQ #2016-36) for the purpose of funding the completion of design and bidding documents. *(Recommend that a Resolution authorizing a change order in the amount of \$70,000.00 for the contract between the City of Bloomington and Maurer-Stutz for the FY 2016 Lift Station and Force Main Evaluation/Design (RFQ #2016-36) be approved and the Mayor and City Clerk be authorized to sign the necessary documents.)*
- D. Consideration of approving an Intergovernmental Agreement with the Town of Normal Regulating Use of the Police Range Facility. *(Recommend that the intergovernmental agreement with the Town of Normal be approved, in the amount of \$8,221.98 each, and the Mayor and City Clerk be authorized to execute the necessary documents.)*
- E. Consideration of approving an Intergovernmental Agreement with the County of McLean Regulating Use of the Police Range Facility. *(Recommend that the intergovernmental agreement with the County of McLean be approved, in the amount of \$8,221.98 each, and the Mayor and City Clerk be authorized to execute the necessary documents.)*
- F. Consideration of approving a Professional Services Contract with Crawford, Murphy & Tilly, Inc. for Professional Engineering Services related to the Water Treatment Plant Recarbonation Bypass Line, (RFQ 2016-04, Resolution 16-10). *(Recommend that the Professional Services Contract with Crawford, Murphy & Tilly, Inc. for Professional Engineering Services related to the Water Treatment Plant Recarbonation Bypass Line in the amount not to exceed \$33,000.00 be approved and the City Manager and City Clerk be authorized to execute the necessary documents.)*
- G. Consideration of approving a Professional Engineering Services Agreement with the Farnsworth Group, Inc. for design and specification for Szarek Drive, Cloud Street, and Fleetwood Subdivision water main replacement projects, (RFQ 2016-04, Resolution 16-10). *(Recommend that the three Agreements with the Farnsworth Group, Inc. for professional engineering services for the design and specification for Szarek Drive, Cloud Street, and Fleetwood Subdivision water main replacement projects, in the not to exceed amount of \$27,100.00 for Szarek Drive, \$32,940.00 for Cloud Street, and \$65,370.00 for Fleetwood Subdivision be approved, and the Mayor and City Clerk be authorized to execute the necessary documents.)*

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- H. Consideration of approving a Professional Engineering Services Agreement with Hanson Professional Services, Inc. for design and construction plan preparation for Lake Bloomington Fill Site Restoration, (RFQ 2016-04, Resolution 16-10). *(Recommend that the Professional Engineering Services Agreement with Hanson Professional Services, Inc. for design and construction plan preparation for Lake Bloomington Fill Site Restoration in the amount not to exceed \$20,368 be approved, and authorize the City Manager and City Clerk to execute the necessary documents.)*
- I. Consideration of approving a request to purchase Nimble Storage Array Additional Capacity. *(Recommend that the purchase of two (2) Nimble Storage CS-300 additional storage capacity trays from Carahsoft under the Federal General Services Administration (GSA) Schedule 70 contract (No. GS-35F-0119Y), be approved in the amount of \$72,485.74 and the Purchasing Agent be authorized to issue a Purchase Order for same.)*
- J. Consideration of approving amendments to Lake Bloomington Ordinances. *(Recommend that an Ordinance amending Chapter 23, Lake Bloomington, Section 44 and Section 54, amending the title from intoxicated persons to regarding the possession of alcohol and/or illegal drugs and amending the penalties provision from \$10.00 to \$100.00, to \$100 to \$1,000 be approved and the Ordinances passed, and authorize Mayor and City Clerk to execute the necessary documents.)*
- K. Consideration of adoption of an Ordinance approving a Special Use Permit for a lesser nonconforming use of grain inspection office/lab in the R-1C, High Density Single Family Residential District for the property located at 802 N. Morris Ave. *(Recommend that an ordinance approving a special use permit for a lesser nonconforming use of grain inspection office/lab in the R-1C, High Density Single Family Residential District for the property located at 802 N. Morris Ave be adopted, and that the Mayor and City Clerk be authorized to execute the necessary documents.)*
- L. Consideration of approving an Ordinance Prohibiting the Use of Groundwater as a Potable Water Supply at 802 North Main Street, former site of Quinn's Shell. *(Recommend that the Ground Water Ordinance be passed and the Mayor and City Clerk be authorized to execute the necessary documents.)*

8. "Regular Agenda"

- A. Administrative Review by City Council of Zoning Board of Appeals denial of petition for variances for an Accessory Structure requested for the property located at 1422 Butchers Lane.

RECOMMENDATION/MOTION:

NOTE: Action may be taken by the City Council on the agenda's action items (those items listed on the Consent Agenda and Regular Agenda) beyond the motions listed and/or staff recommendations. Ordinances and resolutions listed on the agenda may further be amended and/or revised prior to adoption by the City Council. No action will be taken if the agenda item is listed as only informational.

(1) That the decision of the Zoning Board of Appeals be upheld, the Notice of Appeal denied, and an ordinance denying the petition for variances from Chapter 44 Section 4.4C Bulk Requirements for an Accessory Structure requested for the property located at 1422 Butchers Lane be passed, and that the Mayor and City Clerk be authorized to execute the necessary documents; or alternatively; or

(2) That the decision of the Zoning Board of Appeals be reversed, the Notice of Appeal be granted, and an ordinance approving the petition for variances from Chapter 44 Section 4.4C Bulk Requirements for an Accessory Structure requested for the property located at 1422 Butchers Lane be passed, and that the Mayor and City Clerk be authorized to execute the necessary documents.

(Presentation by Jeff Jurgens, Corporation Counsel 5 minutes, Council discussion 10 minutes.)

- B. Consideration of Approving a Lease from Mid-Central Community Action for the Jefferson Street Community House located at 828 W. Jefferson Street to be used by the Bloomington Police as an office and community center. *(Recommend that the lease for the Jefferson Street Community House located at 828 W. Jefferson Street be approved and that the Mayor and City Clerk be authorized to execute the necessary documents.) (Presentation by Brendan Heffner, Police Chief and Mid Central Community Action 20 minutes, Council discussion 15 minutes.)*

- 9. City Manager's Discussion**
- 10. Mayor's Discussion**
- 11. City Aldermen's Discussion**
- 12. Executive Session – *Cite Section***
- 13. Adjournment**
- 14. Notes**

NOTE: Action may be taken by the City Council on the agenda's action items (those items listed on the Consent Agenda and Regular Agenda) beyond the motions listed and/or staff recommendations. Ordinances and resolutions listed on the agenda may further be amended and/or revised prior to adoption by the City Council. No action will be taken if the agenda item is listed as only informational.

CITY OF
Bloomington **ILLINOIS**
CONSENT AGENDA ITEM NO: 7A

FOR COUNCIL: January 9, 2017

SUBJECT: Consideration of approving the Minutes of the December 19, 2016 Regular City Council Meeting, and the December 28, 2016 Special Session Council Meeting.

RECOMMENDATION/MOTION: That the reading of minutes be dispensed and approved as printed.

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 within thirty (30) days after the meeting or at the Council's second subsequent regular meeting whichever is later.

In accordance with the Open Meetings Act, Council Proceedings are made available for public inspection and posted to the City's web site within ten (10) days after Council approval.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Not applicable.

FINANCIAL IMPACT: Not applicable

Respectfully submitted for Council consideration.

Prepared by: Cherry L. Lawson, C.M.C., City Clerk

Recommended by:



David A. Hales
City Manager

Attachments:

- December 19, 2016 Regular City Council Meeting Minutes
 - December 28, 2016 Special Session Meeting Minutes
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**SUMMARY MINUTES
PUBLISHED BY THE AUTHORITY OF THE CITY COUNCIL
OF BLOOMINGTON, ILLINOIS
MONDAY, JANUARY 9, 2017; 7:00 P.M.**

1. Call to Order

The Council convened in Regular Session in the Council Chambers, City Hall Building, at 7:00 p.m., Monday, January 9, 2017. The Meeting was called to order by Mayor Renner.

2. Pledge of Allegiance to the Flag

The Meeting was opened by Pledging Allegiance to the Flag followed by a moment of silent prayer.

3. Remain Standing for a Moment of Silent Prayer

4. Roll Call

Mayor Renner directed the City Clerk to call the roll and the following members of Council answered present:

Aldermen: Kevin Lower, David Sage, Mboka Mwilambwe, Amelia Buragas, Joni Painter, Diana Hauman, Jim Fruin, and Mayor Tari Renner.

Aldermen absent: Scott Black and Karen Schmidt.

Staff Present: David Hales; City Manager, Steve Rasmussen; Assistant City Manager, Jeffrey Jurgens; Corporation Counsel, Cherry L. Lawson; City Clerk, Brendan Heffner, Chief of Police; Brian Mohr; Fire Chief, Bob Yehl, Water Director; Scott Sprouls, IS Director, Laurie Wollrab, Payroll and Benefits Manager; Austin Grammer, Economic Development Coordinator; Jeanne Hamilton; Librarian, and other City staff were also present.

5. Recognition / Appointments

The following were presented:

A. State of the City Address – Mayor Tari Renner.

6. Public Comment

Dennis Arnold
Marty Seigel
Tim Koch
Cecelia Tuchardt
Aaron Len
Julie Crowe
Donna Boelen
Scott Stimeling
Bruce Meeks
Lee Eutsey
Alton Franklin
Gary Lambert

7. Consent Agenda

*Items listed on the Consent Agenda are approved with one motion, and is provided in **BOLD**, and items that Council pull from the Consent Agenda for discussion are listed with a notation **Pulled from the Consent Agenda**.*

Motion by Alderman Painter, seconded by Alderman Hauman, that the Consent Agenda be approved with the exception of item 7F.

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

Ayes: Aldermen Lower, Sage, Mwilambwe, Buragas, Painter, Hauman and Fruin.

Nays: None.

Motion carried.

The following was presented:

Item 7A: Consideration of approving the Minutes of the December 19, 2016 Regular City Council Meeting, and the December 28, 2016 Special Session Council Meeting.

The following was presented:

Item 7B: Consideration of approving Bills, Payroll, and Electronic Transfers in the amount of \$10,077,646.04.

The following was presented:

Records, Motion and Votes
Bloomington City Council Regular Meeting
Monday, January 9, 2017; 7:00 PM

Item 7C: Consideration of approving a Contract with the Telecommunicators Police Benevolent Labor Committee.

The following was presented:

Item 7D: Consideration of approving the purchase of Personal Protective Equipment – Firefighter Turnout Gear.

The following was presented:

Item 7E: Consideration of an Ordinance Rezoning the property located at the intersection of East Lincoln Street and Four Seasons Road, west of Four Seasons Road, north of East Lincoln Street and south of the apartments on Willedrob Road (approximately 5.74 acres) from B-1, Business, and C-1, Commercial, to R-3B, Multifamily Residential District.

ORDINANCE NO. 2017 - 01

AN ORDINANCE REZONING THE PROPERTY LOCATED AT THE INTERSECTION OF EAST LINCOLN STREET AND FOUR SEASONS ROAD, WEST OF FOUR SEASONS ROAD, NORTH OF EAST LINCOLN STREET AND SOUTH OF THE APARTMENTS ON WILLEDROB ROAD (APPROXIMATELY 5.74 ACRES) FROM B-1 AND C-1 TO R-3B, MULTIFAMILY RESIDENTIAL DISTRICT

The following was presented:

Item 7F: Consideration of an Ordinance approving the Assignment of Payments for the Redevelopment Agreement between the City of Bloomington and Milan Hotels (Magnus Hotels LLC) for its proposed acquisition and redevelopment of the Baymont Inn & Suites at 604 ½ IAA Drive. ***(This item was pulled from the Consent Agenda for further Council discussion.)***

The following was presented:

Item 7G: Consideration of approving an Ordinance Suspending Portions of Section 701 of Chapter 31 and Section 26(d) of Chapter 6 of the City Code for a Wedding Reception on June 17, 2017.

ORDINANCE NO. 2017 - 03

AN ORDINANCE SUSPENDING PORTIONS OF SECTION 701 OF CHAPTER 31 AND SECTION 26(d) OF CHAPTER 6 OF THE CITY CODE FOR A WEDDING RECEPTION ON JUNE 17, 2017 AT DAVIS LODGE

The following was presented:

Item 7F: Consideration of an Ordinance approving the Assignment of Payments for the Redevelopment Agreement between the City of Bloomington and Milan Hotels (Magnus Hotels LLC) for its proposed acquisition and redevelopment of the Baymont Inn & Suites at 604 ½ IAA Drive.

ORDINANCE NO. 2017-02

ORDINANCE OF THE CITY OF BLOOMINGTON, MCLEAN COUNTY, ILLINOIS
APPROVING THE ASSIGNMENT OF PAYMENTS DUE TO A
REDEVELOPMENT AGREEMENT

Alderman Fruin as hear about conversation on the street and retail in our national publications, the proposed property Milan Hotels prompts him to suggest that Council have a discussion in the future relating to incentivizing. There were concerns as to how the incentives were provided. Alderman Fruin recommended revisiting the City's policy on the incentive program.

Mayor Renner echoed Alderman Fruin's sentiments.

Motion by Alderman Fruin, seconded by Alderman Hauman, that an Ordinance approving an Assignment of Payments for the Redevelopment Agreement between the City of Bloomington and Magnus Hotels LLC be approved, and authorize the Mayor and City Clerk to execute the necessary documents.

**Mayor Renner directed the Clerk to call the roll which resulted in the following:
Ayes: Aldermen Lower, Sage, Mwilambwe, Buragas, Painter, Hauman and Fruin.**

Nays: None.

Motion carried.

8. Regular Agenda

The following was presented:

Item 8A. Consideration of Ordinance Approving a Lease and Intergovernmental Agreement with Bloomington Normal Airport Authority.

ORDINANCE 2017 - 04

AN ORDINANCE APPROVING A LEASE WITH THE BLOOMINGTON-NORMAL
AIRPORT AUTHORITY AND AN INTERGOVERNMENTAL AGREEMENT
CONCERNING AIRCRAT RESCUE AND FIRE FIGHTING SERVICES

Mr. Hales recognized and thanked, David Pulley, Chairman of the Airport Authority, and Carl Olson, Executive Director of Central Illinois Regional Airport Authority. The City was requesting Council consider and approve an ordinance that would approve an intergovernmental agreement and lease agreement between the City and Central Illinois Regional Airport (CIRA).

The City had been in negotiation with CIRA and its representatives for more than a year. Same was an attempt to replace the 1995 Agreement that only pertained to Fire Station No. 3, located on E. Empire. The new Fire Station No. 6 on the east side of the Airport was completed. Mr. Hales believed it was necessary to recognize the formerly identified airport which would house the airport rescue and firefighting equipment. Mr. Hales noted that there was a full-time firefighter there to staff equipment on a 24/7 period.

There were discussions on how to best collaborate on providing minimum services with firefighting personnel, and how to recognize the expanded and enhanced public safety personnel and equipment. It was very unusual to find an airport that boasted (or marketed) that they had two (2) fire stations that provide services in the community. This lease agreement recognized the continued use of Fire Station No. 6. Fire Station No. 3 would continue fully operational including having access to the airfields and would enhance the amount of personnel and equipment available to provide emergency response services.

Mr. Hales stated, the City continues to have unmet needs which included the City's northeast quadrant. There were significant fire and emergency response times that needed reduction. The City would commit to providing engine companies and others to assist with emergencies. We are looking at making substantial remodeling and improvements to Fire Station No. 3, which are greatly needed; as well as, enhancing the service level on the east side.

Included in the agreement was another piece of property which would serve as a small satellite facility. The same facility could be used to serve as a staging point for salt storage or other needs for the east side. It would not serve to replace the future operations facility as it is needed in order to provide for the expanding City on the east side. Mr. Hales provided an overview of the proposed ordinance, intergovernmental and lease agreements.

Alderman Mwilambwe thanked Mr. Olson and Chief Mohr for their leadership on this issue. He acknowledge the length of time it took to negotiate the item, and the staff creativity that would allow Public Works and Parks & Recreation to utilize the facility. Alderman Lower thanked the Airport Authority for the hard work that went into collaborating on this agreement.

Motion by Alderman Lower, seconded by Alderman Mwilambwe, that an Ordinance be adopted; the Lease and Intergovernmental Agreement with the Bloomington Normal Airport Authority be approved, and authorize the Mayor and City Clerk to execute the necessary documents.

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

Ayes: Aldermen Lower, Sage, Mwilambwe, Buragas, Painter, Hauman and Fruin.

Nays: None

Motion carried.

The following was presented:

Item 8B. Consideration of approving proposed FY18 CDBG Partner projects/activities and overall funding plan for inclusion in the City's FY18 CDBG Action Plan.

Jennifer Toney, Grants Coordinator, provided an overview of the Community Development (CD) Department's plan including the action plan of items that would be brought to Council for final approval at a later date. Ms. Toney indicated that CD generally seeks assistance from Public Works Department or Facilities. She noted that no homeowner housing projects were invited to apply for this program.

This year the department made the applications available to the public starting June 15, 2016. It was promoted through direct mailing, email, Pathogram, Pantagraph and was reported on other media outlets. They had accepted applications for a sixty (60) day time period. Through that process, the department received twenty (20) applications /requests requesting over \$1,000,000. The funds requested exceeded the budgeted amount. Staff placed projects into three (3) tier ranking from Tier 1: FY18 Allocation (funded projects); Tier 2: Carry-forward Funds (viable projects if funds remain); and Tier 3: Unfunded (projects that were not recommended at this time).

Ms. Toney stated that many of the Tier 1 projects were continuation type projects. Catalyst Ministries was a new program, a not for profit organization, that provided housing and services for women that were exiting a sexual abuse or exploitation situation. A transitional house for women would open soon. Catalyst had requested assistance to rehabilitate the house. Community Development anticipates providing \$25,000 to assist in rehabbing the basement which would increase the living space. Transitional housing and the need for supportive services were both identified and consolidated within the CDBG Comprehensive Plan and the Legal of Women Voters Housing Study.

The Bloomington Housing Authority (BHA) Section 3 Training was a request which required council approval annually. Same meets the requirement of receiving federal funding. Ms. Toney stated, the last three (3) remaining projects under Tier 1 were part of the West Bloomington Revitalization Program. Each one had a different component which must meet a national objective and require separate funding. Woodbury Park was the last project in Tier 1, and was represented in Tier 2. Same was part of an agreement that the City initiated with the Turnquist Family Foundation in 2004. The agreement stated the city would build a park. This had not occurred. CD believed the funds should be allocated to complete the park. Therefore, \$40,000 of regular allocation, with \$35,000 carry-forward allocation to put with \$25,000 from Parks & Recreation amounting to \$100,000 to finish the Woodbury Park. To complete Woodbury park funds would be allocated from the tiers and Parks, Recreation & Cultural Arts Department.

In Tier 2, Heartland Head Start had submitted a request for replacement of a new HVAC system. The request was placed in Tier 2 as the Heartland had previously received funds for a park last year. BHA had requested funds to purchase security cameras for Woodhill Towers. Located at 104 East Wood Street (South Tower) and 101 East MacArthur Avenue (North Tower), current cameras were not working, and did not have the ability to record. Ms. Toney stated this was a worthwhile project, but was not sure whether the funds would be available.

Ms. Toney reviewed the items in Tier 3; no recommendation has been made to fund those projects.

Alderman Hauman thanked Ms. Toney and the department for referencing other plans that the City has in place as well as the work that has been accomplished without duplicating efforts.

Motion by Alderman Painter, seconded by Alderman Hauman, that Council approve the preliminary funding plan for the FY18 CDBG program for use in creation of the FY18 CDBG Action Plan.

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

Ayes: Aldermen Lower, Sage, Mwilambwe, Buragas, Painter, Hauman and Fruin.

Nays: None.

Motion carried.

The following was presented:

Item 8C. Presentation of Bloomington Fire Department Five-Year Capital Improvement Plan.

Chief Mohr presented an overview of the Fire Department Master Plan, highlighting the plan that was presented to Council in 2015, which included the following items: Five Bugles – Feasibility and Programing Study for Bloomington Fire Stations 2012; Faithful and Gould – Fire Station Conditional Assessment 2013; and Illinois Fire Chiefs Association – Assessment of Deployment and Staffing 2013.

Fire Station Alerting Systems (All Stations)

He presented the Capital Improvement Plan Prioritization as they move forward. Chief Mohr noted that the Fire Department had three (3) different projects projected each year. In 2019, there were two construction projects planned. A project manager had been included in the construction costs. In 2021 there are plans for the Northeast Fire Station construction. The goal was to ensure a sufficient number of employees to staff the station. He cited desire to have staffing in place at Station 3, as they would have the manpower ready and the equipment ready for the new construction.

One of the projects was the Station Alerting Project, highlighted in the Five Bugle Study. Funds were available in the current budget year to start the development. The Station Alerting was complex. The current system was outdated. The current equipment was older equipment. Tone, lighting, and voice are used by dispatch to alert the proper units to go to a call. The Station Alerting Systems were more hi-tech, tones and lighting are better for the cardiac output for the firefighters and the safety of those in the station. Improved speaker systems allow the dispatcher to be easily understood. Some of their systems have outdoor speakers, whereby the sound bounces off the walls in the station bay areas, making it difficult to understand the dispatcher.

The systems also allows for digital readout of the address and required resources. The biggest part of the system was a display timer that was at the door for improved situational awareness for the firefighter. It allowed the firefighter to see the amount of time it took to get out the door—useful in training situations. The Station Alerting System also improved the turnout time of the firefighters. \$400,000 was required to complete the project.

North East Fire Station – Land Acquisition, Design, & Construction

Chief Mohr stated the response time was often delayed by six to seven (6-7) minutes. Station No 6 located at 4040 E. Oakland Ave. provided a good thoroughfare to Towanda Barnes Rd. to get to those exterior areas. Difficulties were experienced in that area depending on traffic and the time of day. Chief Mohr recommended beginning to locate and secure land for another station.

Construction of a new fire station located in the City's northeast quadrant. This was based on the Bugles Design and Illinois Fire Chiefs' Association studies indicating the City's northeast had response times exceeding the recommendation of NFPA 1710. Analysis demonstrated that the NE section lacks a concentration of resources and extended travel distances.

Fire Department was requesting \$500,000 for land acquisition in FY2018 Capital Improvement. Illinois Fire Chiefs' Association had been contracted regarding an updated study into the potential and proper station location in the City's NE.

Training and Maintenance Facility

Chief Mohr highlighted the Training and Maintenance Facility stating the need to continue to prepare for low frequency high risk events and the need for a maintenance facility to house equipment. One of the advantage of having a maintenance facility out there would be so that they could have dirty class rooms on training grounds. Studies have shown that turnout gear should be maintained in another site location due to the hazardous materials the equipment may come in contact with. He also cited lack of adequate storage for training equipment and supplies. The Training and Maintenance Facility would also house the Administrative offices currently located at 310 N. Lee St. Chief Mohr believed this would be the most cost effective way to prevent overcrowding at 310 N. Lee St.

Chief Mohr suggested designing and constructing a facility to house both the department's training division and maintenance operations. This structure would be located behind Fire Station #2 at 1911 Hamilton Rd. on the grounds of the Multi-Purpose Training Center.

Fire Department was requesting that architectural design (\$175,000) be funded in FY2019 and construction (\$1,200,000) be budgeted for FY2020 for the Training and Maintenance facility.

Fire Station No. 3 Renovation

Chief Mohr cited the need to renovate current facilities. He stated that Station No. 3 at 2301 E. Empire is forty (40) years old, nearing life expectancy of building systems. Facility is lacking classroom space, building insulation, kitchen and storage space in addition to an inadequate HVAC system. The dormitory/shower area lack gender equity.

There are \$3.4 million dollars combined (architectural design and construction) currently budgeted for this project.

Fire Station No. 4 Renovations

Station No. 4 at 1705 S. Morris was originally designed as a single engine company station with three (3) firefighters. The facility currently houses five (5) firefighters, an engine, and medic unit. The facility lacks a gender equity restroom, space to meet public visitors, classroom training area and distance learning capabilities, and adequate kitchen and storage space.

There were \$1.5 million dollars combined (architectural design and construction) budgeted for the project.

Headquarters/Administration Renovation

Chief Mohr discussed the need for renovation to Headquarters at 310 N. Lee St. The architectural design phase of the project was planned for FY 2021, with construction scheduled for FY 2022. The facility and building systems, like the other stations, were reaching life expectancy. Currently working on small projects prior to keep building operational until FY2021.

Total cost of architectural design and construction projected to be just under six (6) million dollars.

Costs based on original 2011- 2012 Five Bugles report, adjusted annually to reflect five (5%) percent increase in construction costs. Additionally, four (4%) percent has been added to construction projects to support a project manager.

Mr. Hales referenced the northeast quadrant and discussed teaming with the City of Normal and other options for that area. Mr. Hales also discussed the complete replacement of Station No. 4 as an option to renovation of the current facility.

Alderman Fruin commented on critical nature of response times within his district. Alderman Lower noted the need to look to the future when considering these plans. Alderman Mwilambwe discussed the need to revisit collaborating with the City of Normal in regards to the northeast station.

The following was presented:

Item 8D. Presentation and discussion of Bloomington Public Library Five-Year Capital Improvement Plan.

Jeanne Hamilton presented an overview of the Bloomington Public Library Master Plan. She began by review the library history of being built in 1976 and a renovation completed in 2006. The library is currently located on a 2.04 acre site, with 57,700 gross square feet (GSF) and approximately seventy (70) parking spaces.

Library standards suggest using the twenty (20) year population forecast to determine GSF. Based on Bring It On Bloomington's population estimate for 2035 of 84,546, the calculated total space needs were 98,765 Gross Square Feet. Based on current population, Illinois Library Standards recommends having an established collection of 322, 373 items. The library currently houses 318,417 items, exceeding current capacity.

Most shelves were filled to capacity. It was noted as the public wants the most recently published items, older items were removed sooner than standards recommend. The library had seen an 82% increase in circulation, a 4.32% increase in visitor count, and a 28.2% increase in Program Attendance since the last renovation. Farnsworth Group was selected in 2015 to explore expansion in the current location. A five- part study that included an existing building assessment, long-range vision of the future, a program of building spaces, conceptual site planning, and conceptual building design was completed.

It was suggested that the library renovation be treated as a “catalyst for improvement of the downtown area by establishing the library as a focal point for a public oriented downtown cultural and municipal hub.”

Jess Martin from Farnsworth Group presented the conceptual site plans. Mr. Martin noted that the renovation would impact the surrounding neighborhoods, and that the impact can be positive. Conceptual Plan #1 represented an addition to the current building with an approximate 300 space parking lot. Conceptual Plan #2 was a more ambitious idea incorporating the “public oriented downtown cultural and municipal hub” referenced above. Conceptual Plan #3 considered keeping the current building in tact with a second building being built to the south with a courtyard in between the two structures.

Ms. Hamilton discussed estimated costs associated with each conceptual plan. Site Plans #1 or #2 were estimated at \$21,000,000 total with hidden costs. Examples of the hidden costs include approximately eighteen (18) months of phased construction requiring moving of furniture/books three (3) times, times of difficult access and the challenge of retrofitting. Funding

of Plans #1 or #2 was \$3,230,755.87 secured with an estimated \$1,500,000.00 in donations, grants, and additional reserve. Unreserved funding total equals \$17,769,244.13 with a preliminary request of \$16,269,244.13. Site Plan #3 totals \$31,000,000 (minus the value of the existing building, assuming it can be repurposed. Building was valued in 2010 at \$7,957,723). The breakdown was \$25,400,000 for new construction, \$1,500,000 for the site, \$1,000,000 furniture and equipment, \$31,000,000 miscellaneous costs. Unsecured funding total for Site Plan #3 was \$27,769,244.13 with a preliminary request of \$26,269,244.13. In lieu of the three (3) conceptual plans, an estimated \$2,000,000 in minimum building maintenance would be needed to cover replacing the roof, replacing return air ducts, replacing air handler, replacing carpet, replacing broken or worn furniture, and replacing the sidewalks at the entrance. The space limitations and community needs were not addressed in this estimate.

Mayor Renner questioned whether or not the Library Board had discussed the preliminary plan. Ms. Hamilton that the board had not seen the whole plan. Alderman Fruin questioned involving Public Works. Alderwoman Painter questioned the secure funding. Ms. Hamilton stated it was in the Library's reserve. Alderwoman Painter questioned if the Foundation would contribute. Ms. Hamilton stated that their contribution was considered in the donations/grants portion of the breakdown. Alderwoman Painter questioned the Foundation amount. Ms. Hamilton stated that the information was not readily available but noted she would obtain same. Alderwoman Buragas cited concern with missing other opportunities in Downtown if moving forward with library renovation. She mentioned a previously discussed idea of a combined City Hall/Library facility. Alderman Mwilambwe questioned fundraising: how to emphasize fundraising as well as how the preliminary figure was conceived. Ms. Hamilton responded that it was a comfortable estimate. Alderman Mwilambwe also questioned completing the plan in stages over time. Alderman Fruin commented on commitment to the current location and the need to consider council opinion on whether or not the library should stay or move.

9. City Manager's Discussion

Mr. Hales reminded Council of the Martin Luther King Luncheon and Award Ceremony at 1:00pm at the ISU Bone Student Center at 100 N. University St. on January 14, 2017. He also reminded Council of the Committee of the Whole meeting scheduled for Tuesday, January 17, 2017 at 5:30 pm. Mr. Hales informed Council that the west side police substation was now referred to as The Jefferson Street Community House.

10. Mayor's Discussion

Mayor Renner noted that January 9, 2017 was National Law Enforcement Appreciation Day.

11. City Alderman's Discussion

Alderman Fruin questioned Public Comment Ordinance, and whether or not it could be used for political or commercial purposes. Jeffrey Jurgens provided clarification on the Public

Comment Ordinance. Alderwoman Hauman thanked Community Development and noted her appreciation for Planning Commission meetings.

12. Adjournment

Motion made by Alderman Mwilambwe, seconded by Alderman Painter, to adjourn the meeting at 9:17 p.m.

Motion carried (viva voce).

CITY OF BLOOMINGTON

ATTEST

Tari Renner, Mayor

Cherry L. Lawson, City Clerk

 CITY OF
Bloomington **ILLINOIS**
CONSENT AGENDA ITEM: 7B

FOR COUNCIL: January 23, 2017

SUBJECT: Consideration of approving Bills, Payroll, Procurement Card Purchases, and Electronic Transfers in the amount of \$5,592,554.20.

RECOMMENDATION/MOTION: That the Bills, Payroll, Procurement Card Purchases, and Electronic Transfers be allowed in the amount of \$5,592,554.20, and orders drawn on the Treasurer for the various amounts as funds are available.

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.

FINANCIAL IMPACT: Total disbursements to be approved \$5,592,554.20 (Payroll total \$2,307,930.45, Accounts Payable total \$2,160,664.79, Procurement Card Purchases total \$115,395.51, and Electronic Transfers total \$1,008,563.45).

Respectfully submitted for Council consideration.

Prepared by: Frances Watts, Accounts Payable

Reviewed by: Jon C. Johnston, Procurement Manager

Recommended by:



David A. Hales, City Manager

Attachment:

- Bills, Payroll, Procurement Card Purchases, and Electronic Transfers on file in the Clerk's office. Also available at www.cityblm.org.
- Summary Sheet Bills, Payroll, Procurement Card Purchases, and Electronic Transfers

CITY OF BLOOMINGTON FINANCE REPORT					
Council of January 23, 2017					
PAYROLL					
Date	Gross Pay	Employer Contribution	Totals		
1/5/2017	\$ 1,382,384.25	\$ 368,056.32	\$ 1,750,440.57		
1/6/2017	\$ 203,734.63	\$ 74,545.41	\$ 278,280.04		
1/13/2017	\$ 207,063.65	\$ 75,418.07	\$ 282,481.72		
			\$ -		
1/5/2017	\$ (2,250.00)	\$ (1,021.88)	\$ (3,271.88)		
Off Cycle Adjustments					
		PAYROLL GRAND TOTAL	\$ 2,307,930.45		
ACCOUNTS PAYABLE			PCARDS		
Date	Bank	Total	Date Range	Total	
1/23/2017	AP General	\$ 2,134,269.43	12/1/2017-12/31/2017	\$ 115,395.51	
1/23/2017	AP Comm Devel	\$ 14,384.44	PCARD GRAND TOTAL	\$ 115,395.51	
	AP IHDA	\$ -			
1/23/2017	AP Library	\$ 5,571.22			
1/23/2017	AP MFT	\$ 6,439.70	WIRES		
	Off Cycle Check Runs		Date Range	Total	
			11/30/2016-12/31/2016	\$ 1,008,563.45	
	AP GRAND TOTAL	\$ 2,160,664.79	WIRE GRAND TOTAL	\$ 1,008,563.45	
		TOTAL		\$ 5,592,554.20	
			Respectfully,		
				Patti-Lynn Silva	
				Finance Director	



CONSENT AGENDA ITEM NO. 7C

FOR COUNCIL: January 23, 2017

SUBJECT: Consideration of a Resolution authorizing a Change Order in the amount of \$70,000.00 between the City of Bloomington and Maurer Stutz for the FY 2016 Lift Station and Force Main Evaluation/Design (RFQ #2016-36) for the purpose of funding the completion of design and bidding documents.

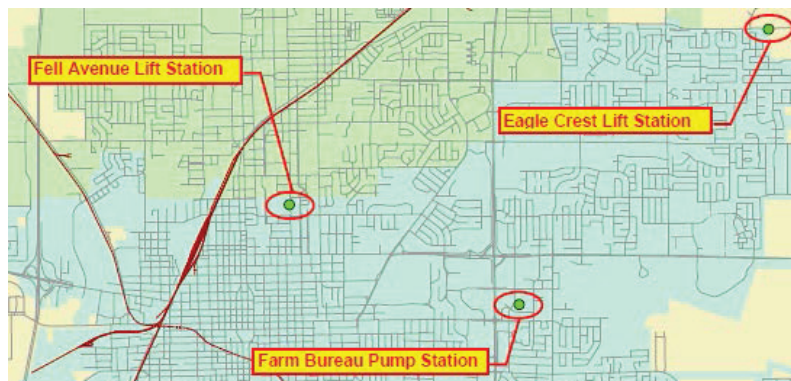
RECOMMENDATION/MOTION: That the Resolution authorizing a change order in the amount of \$70,000.00 for the contract between the City of Bloomington and Maurer-Stutz for the FY 2016 Lift Station and Force Main Evaluation/Design (RFQ #2016-36) be approved and the Mayor and City Clerk be authorized to sign the necessary documents.

STRATEGIC PLAN LINK: Goal 2. Upgrade City infrastructure and facilities and Goal 5. Great place – livable and sustainable City.

STRATEGIC PLAN SIGNIFICANCE: Objective 2c. Functional, well maintained sewer collection system and 5a. Well planned City with necessary services and infrastructure.

BACKGROUND: On April 25, 2016, Council approved a contract with Maurer-Stutz to perform an evaluation of four lift stations (Eagle Crest, Farm Bureau, Fell Avenue, and Sugar Creek) and develop recommendations for needed upgrades at these facilities. Lift stations actively pump wastewater rather than relying on gravity as in most sewers and must be maintained and upgraded periodically. These four lift stations need to be upgraded in order to prevent sewer backups into basements and increase worker safety.

Maurer-Stutz completed the evaluations and recommendations for the Eagle Crest, Farm Bureau, and Fell Avenue lift stations in November, which means the City is ready to move to the next step in the process to improve these lift stations. This next step involves approving a change order so that Maurer-Stutz can finalize designs based on the evaluations and recommendations performed earlier this year. The evaluations and recommendations include measures that will reduce basement sewer backups, increase worker safety, reduce energy costs, and reduce service disruption at all three lift stations. Additionally, the measures will reduce repair



and maintenance costs at the Farm Bureau lift station, and improve emergency response times at the Eagle Crest lift station.

More specifically, the recommended improvements include:

- New exterior quick connect suction pipes at all three lift stations
- A new pipe configuration at the Fell Avenue lift station
- Smaller pumps and improved drainage infrastructure at the Farm Bureau lift station.
- New exterior quick connect suction pipes at the Eagle Crest lift station.

The proposed change order pays Maurer-Stutz to finalize the designs for the above recommended improvements so that the improvements can be implemented.

Note: Maurer-Stutz needs to collect additional rainfall data to complete the evaluation and recommendations for the Sugar Creek lift station. This work is weather dependent and sufficient rainfall data has not been obtained to date. Once the evaluation and recommendations are complete, the City will require additional funds and a change order to move to the final design stage, much like with the Eagle Crest, Farm Bureau, and Fell Avenue lift stations. The next step for the Sugar Creek lift station is anticipated to take place during FY 2018.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: The request for Qualifications was mailed to local and other Illinois based Professional Engineering companies on February 16, 2016. The RFQ was also posted on the City website on the same date.

FINANCIAL IMPACT: Additional funding of approximately \$70,000.00 is budgeted in FY 2017 to perform the final designs and bidding documents for the pump stations. This additional funding is proposed to be taken from the FY 2017 Sewer Budget for the design of the improvements for the Fell Avenue lift station (\$20,000.00 - 51101100-70050) and the FY 2017 Storm Water Budget for the design improvements of the Farm Bureau Detention Basin (\$50,000.00 – 53103100-70050). This will require a 2017 purchase order for the \$70,000 amount listed above.

Stakeholders can locate this in the FY 2017 Budget Book titled “Other Funds & Capital Improvement Program” on pages 141, 151, 275, 389, 402-403, and 412-414. The current contract with Maurer-Stutz is for \$197,288.00 (purchase order 20160551). To date, \$83,606.52 of the contract has been expended for the evaluation. The remaining \$113,681.48, will be used for finalizing the evaluation/preliminary design of Sugar Creek lift station.

COMMUNITY DEVELOPMENT IMPACT: Not applicable

FUTURE OPERATIONAL COST ASSOCIATED WITH NEW FACILITY

CONSTRUCTION: The proposed improvements will decrease future maintenance costs and improve safety.

Respectfully submitted for Council consideration.

Prepared by:

Ward Snarr, PE, Civil Engineer II
Michael Hill, Public Works Administration

Reviewed by: Ryan L. Otto, PE, Assistant City Engineer

Financial & budgetary review by: Chris Tomerlin, Budget Analyst
Carla A. Murillo, Budget Manager

Legal review by: Jeffrey R. Jurgens, Corporation Counsel

Recommended by:

A handwritten signature in black ink, appearing to read "David A. Hales". The signature is fluid and cursive, with the first name "David" being more prominent.

David A. Hales
City Manager

Attachments:

- Resolution
- Location Map
- Change Order Scope

RESOLUTION NO. 2017-

A RESOLUTION AUTHORIZING A CHANGE ORDER IN THE AMOUNT OF \$70,000.00 ASSOCIATED WITH THE CONTRACT BETWEEN THE CITY OF BLOOMINGTON AND MAURER-STUTZ, INC. (RFQ #2016-36)

WHEREAS, the City of Bloomington has previously authorized a contract with Maurer-Stutz Inc. for the evaluation of various lift stations (FY2016 Lift Station and Force Main Evaluation/Design project - RFQ #2016-36) on April 25, 2016, which included discussion about additional needed design work.

WHEREAS, the City has budgeted for the design of Fell Avenue and Farm Bureau lift stations in the FY 2017 Capital Improvement Budget.

WHEREAS, recommendations completed by Maurer-Stutz require final design and bidding document preparation.

WHEREAS, it is desirous to proceed with final design and bidding documents for Fell Avenue, Eagle Crest, Farm Bureau lift stations along with minor improvements to Sugar Creek lift station by extending the Maurer-Stutz contract through a change order.

WHEREAS, the lift station improvements benefit the safety of employees and lessen the potential for basement backups for Bloomington citizens.

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

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

That a change order in the amount of \$70,000.00 in the contract between the City of Bloomington and Maurer-Stutz Inc. is approved and may be executed by the City Manager or his designee.

PASSED this 23rd day of January 2017

APPROVED this ____ day of _____, 2017

CITY OF BLOOMINGTON

ATTEST

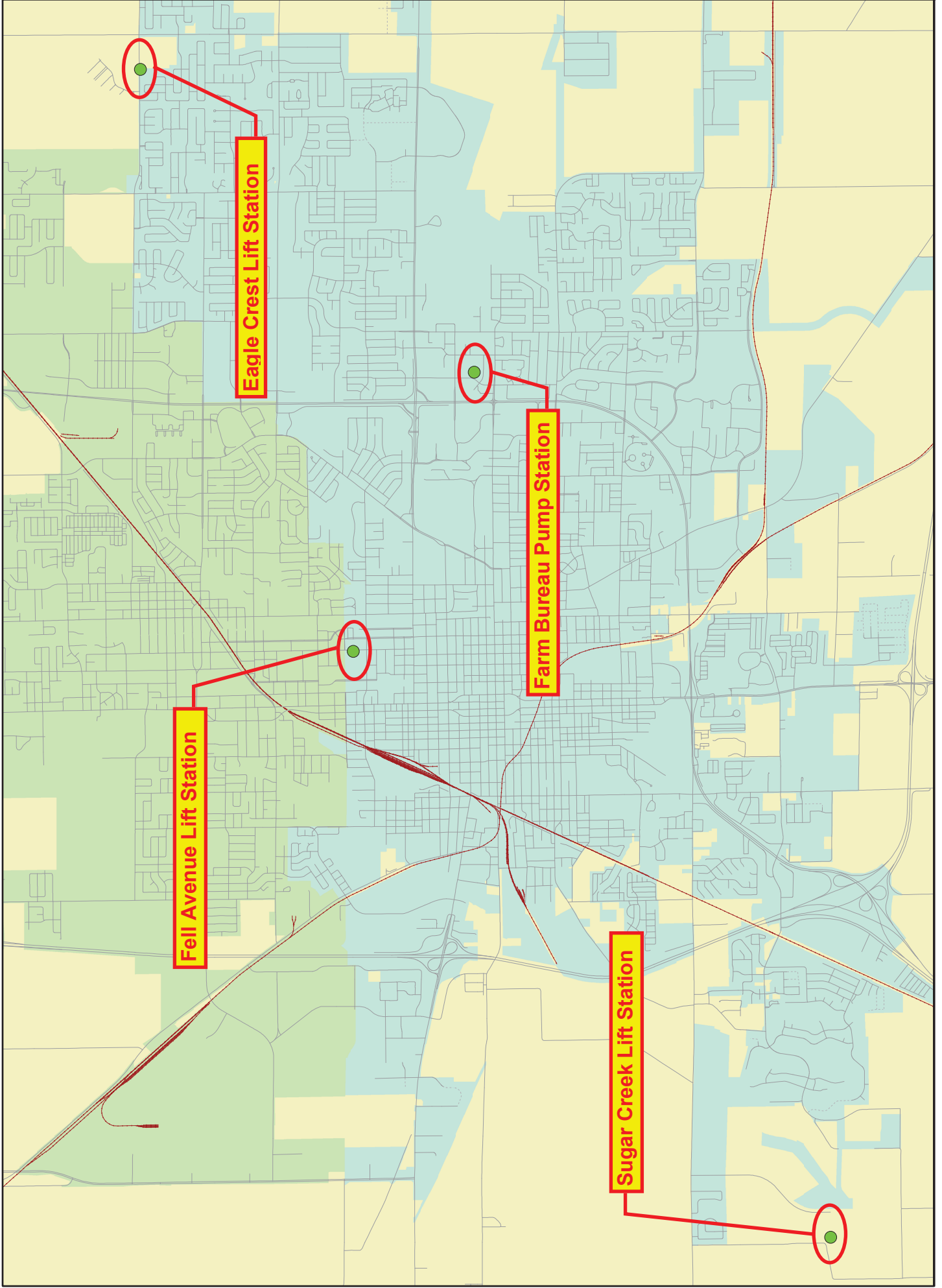
Tari Renner, Mayor

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

APPROVED AS TO FORM:

Jeffrey R. Jurgens, Corporation Counsel

LOCATION MAP



FY 2016 Lift Station and Force Main Evaluation/Design (RFQ #2016-36) Change Order Scope
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**SCOPE OF SERVICE / WORK PROVIDED
For Additional Services**

Project Management

1. General Coordination
 - a. City of Bloomington Meetings and Correspondence (3 Meetings)
 - b. Other Utility Company Meetings and Correspondence (3 Meetings)

Surveying Phase

1. Topographical Survey
 - a. Office Preparation - Coordination
 - b. Field Topographical Survey
 - c. Basemap preparation
 - d. Quality Control

Engineering Design Phase

1. Engineering Design
 - a. Review Existing Data/site visit
 - b. Coordination with utility companies
 - c. Opinion of probable construction cost
2. Construction Documents
 - a. Cover sheet
 - b. General Notes, legend abbreviations
 - c. Sheet Index
 - d. Civil - Plan Sheets - Eagle Crest (Sheets - D Size - 20 Scale)
 - e. Civil - Plan Sheets - Fell Avenue (Sheets - D Size - 20 Scale)
 - f. Civil - Plan Sheets - Farm Bureau (Sheets - D Size - 20 Scale)
 - g. Mechanical - Electrical - Plan Sheets - Farm Bureau (Sheets - D Size - 20 Scale)
 - h. Site Specific Details
 - i. Standard details
 - j. Quality Control
 - k. Front End - Specifications
 - l. Civil - Specifications
 - m. Mechanical/Electrical - Specifications

Permitting Phase

1. Permitting
 - a. IEPA - WPC-PS-1 - Application for Permit or Construction Approval
 - b. IEPA - Schedule F - Sewer System Lift Station/Force Main
 - c. IEPA - Schedule P - Erosion Control (if necessary)
 - d. IDNR - EcoCAT
 - e. IHPA - Clearinghouse Signoff

- f. Coordinate Signatures of Application

Bidding Phase

- 1. Deliverables to Owner
 - a. Five (5) copies of Drawings to Owner
- 2. Meetings and Correspondence
 - a. Project Pre-Bid Meeting to gather existing info
 - b. Coordinate addenda and contractor inquiries

Construction Consultation (As Needed)

- 1. General Consultation
 - a. Office Support - Review, Phone Calls, and Emails
 - b. Field Support - Site Visits

EXHIBIT B
FEES & PAYMENT TERMS
For Additional Services

Phase	Phase Totals
Project Management	\$2,775.00
Surveying Phase	\$5,055.00
Engineering Design Phase	\$40,825.00
Permitting Phase	\$2,220.00
Bidding Phase	\$2,945.00
Construction Consultation	\$15,570.00
 Project Total:	 \$69,390.00

MAURER-STUTZ, INC. HOURLY RATE SCHEDULE

(450) ONE MEMBER SURVEY CREW	110.00
(750) TWO MEMBER SURVEY CREW	160.00
(755) THREE MEMBER SURVEY CREW	220.00
(701) TECHNICIAN I.....	50.00
(702) TECHNICIAN II	60.00
(703) TECHNICIAN III	70.00
(704) TECHNICIAN IV	80.00
(705) TECHNICIAN V	90.00
(568) SCIENTIST/DESIGN TECHNOLOGIST III	75.00
(569) SCIENTIST/DESIGN TECHNOLOGIST IV	80.00
(570) SCIENTIST/DESIGN TECHNOLOGIST V	90.00
(571) SCIENTIST/DESIGN TECHNOLOGIST VI.....	110.00
(572) SCIENTIST/DESIGN TECHNOLOGIST VII.....	115.00
(205) ENGINEER I.....	80.00
(206) ENGINEER II	90.00
(207) ENGINEER III.....	95.00
(208) ENGINEER IV.....	100.00
(209) ENGINEER V	115.00
(199) ELECTRICAL ENGINEER XI.....	160.00
(493) PROFESSIONAL ENGINEER III	105.00
(494) PROFESSIONAL ENGINEER IV	115.00
(495) PROFESSIONAL ENGINEER V	135.00
(496) PROFESSIONAL ENGINEER VI.....	150.00
(497) PROFESSIONAL ENGINEER VII	160.00
(498) PROFESSIONAL ENGINEER VIII.....	170.00
(499) PROFESSIONAL ENGINEER IX	185.00
(681) SURVEYOR IN TRAININGIII	95.00
(515) PROFESSIONAL LAND SURVEYOR VI	120.00
(516) PROFESSIONAL LAND SURVEYOR VII	140.00
(517) PROFESSIONAL LAND SURVEYOR VIII.....	160.00
(654) STRUCTURAL ENGINEER IV.....	115.00
(655) STRUCTURAL ENGINEER V	135.00
(657) STRUCTURAL ENGINEER VII	160.00
(658) STRUCTURAL ENGINEER VIII.....	170.00
(660) STRUCTURAL ENGINEER X	210.00
(230) ENVIRONMENTAL GEOLOGIST VI.....	120.00
(156) CLERICAL III	60.00
(157) CLERICAL IV	65.00
(525) PROJECT ADMINISTRATOR V	90.00

EFFECTIVE 08/01/16

CITY OF
Bloomington ILLINOIS
CONSENT AGENDA ITEM NO. 7D

FOR COUNCIL: January 23, 2017

SUBJECT: Consideration of approving an Intergovernmental Agreement with the Town of Normal Regulating Use of the Police Range Facility

RECOMMENDATION/MOTION: That the intergovernmental agreement with the Town of Normal be approved, in the amount of \$8,221.98 each, and the Mayor and City Clerk be authorized to execute the necessary documents.

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: In July 1992, the McLean County Board granted the City a special use permit to allow a privately owned outdoor shooting range and police training facility on land located fourteen (14) miles east of Bloomington on Rt. 9.

An intergovernmental agreement was signed in September 1994 detailing the policies and procedures to be adhered to in order to provide joint training with the Town of Normal. This standardization of procedures was necessary to provide orderly and safe training at the facility and to comply with the rules of the McLean County Planning and Zoning Commission.

The current intergovernmental agreements expired on December 31, 2016. A new agreement is proposed. The rate for the Town of Normal is \$8,221.98 and represents payment for use from January 1, 2017 to December 31, 2017. This is a one (1) year agreement. There is no rate increase for this contract due to range conditions and our inability to make contractually promised repairs.

Currently waiting for development of a site plan which is anticipated by mid February 2017. Following acceptance of the site plan construction will begin on improvements to the indoor range facility. Once construction on the indoor range is complete the indoor range project will be complete. The next phase in range development will be to study and determine the best course of action for the lodge facility.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: The County of McLean.

FINANCIAL IMPACT: The Town's payment will be recorded in the Police-Town of Normal account (10015110 - 53350). Stakeholders can locate this in the FY 2017 Budget Book titled "Budget Overview & General Fund" on page 271.

Respectfully submitted for Council consideration.

Prepared by: Marsha Ulrich, Office Manager

Reviewed by: Gregory A. Scott, Asst. Chief of Police

Financial & budgetary review by: Chris Tomerlin, Budget Analyst
Carla A. Murillo, Budget Manager

Legal review by: Angela Fyans-Jimenez, Deputy Corporation Counsel

Recommended by:

A handwritten signature in black ink, appearing to read "David A. Hales".

David A. Hales
City Manager

ATTACHMENT

- Intergovernmental Agreement

INTERGOVERNMENTAL AGREEMENT
BETWEEN THE CITY OF BLOOMINGTON
AND THE TOWN OF NORMAL
REGULATING THE USE BY THE TOWN OF NORMAL
OF THE POLICE SHOOTING RANGE FACILITY
OF THE CITY OF BLOOMINGTON

WHEREAS, under Article 7, Section 10, of the 1970 Illinois Constitution, units of local government may contract among themselves to obtain or share services and to exercise, combine, or transfer any power or function, in any manner not prohibited by law or ordinance; and

WHEREAS, the City of Bloomington and the Town of Normal are home rule municipalities under article 7, section 6, of the 1970 Illinois Constitution; and

WHEREAS, the City of Bloomington and the Town of Normal desire to agree on the manner in which Law Enforcement Agencies use the Police Shooting Range owned by the City of Bloomington; and

WHEREAS, the Board of Trustees of the Town of Normal and the Bloomington City Council have, by appropriate actions, authorized this Agreement,

I. STATEMENT OF PURPOSE

The shooting range owned by the City of Bloomington is intended to supply training supplemental to the training required by the Police Training Act (50 ILCS 705/1 et seq.) and the Firearms Training for Peace Officers Act (50 ILCS 710/1, et seq.). The facility is owned by the City of Bloomington and is located in Martin Township in unincorporated McLean County.

II. DEFINITIONS

When used in the Agreement, the following terms shall have the meaning indicated:

"Agency/Agencies": The Town of Normal.

"Chief": The City of Bloomington Chief of Police or his designee.

"Facility": The City of Bloomington Police Shooting Range.

III. ADMINISTRATION

The facility shall be administered by the Chief.

IV. USE OF THE FACILITY

The City of Bloomington shall permit the agencies to use the facility under the following conditions.

A. Scheduling

The agency will submit requests to the Chief by May 1st for the following year. The Chief shall establish a master schedule each year for the use of the facility. The agency will be assigned 25 shooting dates for the year. A proposed schedule will be given to the agency for their review. The agency will be responsible for notifying the Chief of any problems with the scheduled dates. The Chief will issue a final schedule.

Should the agency be unable to use the range during a scheduled time after the final schedule has been issued, the Chief will assign that agency an alternate date if one is available and the agency requests one. Likewise, if the range becomes unavailable on a date scheduled for use by the agency, the Chief will schedule an alternate date if desired. The Chief will assign alternate dates only upon request. The Chief will make every effort to provide 25 shooting dates per year for the agency; however, the agency may receive fewer dates if scheduling problems occur that are beyond the control of the Chief.

The agency may schedule shooting dates in addition to those listed on the master schedule on an as needed basis by contacting the Chief. There shall be no limit on the number of times any agency may use the shooting range during a given year, but requests for use will be subject to range availability. The agency understands and agrees that rescheduling canceled dates from the master schedule shall take precedence over scheduling any additional shooting time.

B. Supervision

The agency shall comply with the conditions of the Special Use Permit for the range property issued by the McLean County Board, a copy of which has been previously supplied and is incorporated herein by reference.

The agency shall be required to provide a range officer who shall be present at all times the agency uses the facility. The use of the facility shall be conditioned on the agency providing the Chief a current list of approved range officers employed by the agency using the range. Failing to provide the list or to keep it current, shall be grounds to refuse to allow the agency to use the facility.

C. Equipment

The agency using the shooting range shall provide their own ammunition, targets, and related equipment.

The indoor range will be limited to use of lead free ammunition only. Any agency using lead ammunition will be responsible for the cost of lead abatement at the facility as well as for any

additional losses suffered by the City of Bloomington in relation to the use of lead ammunition, including loss of use of the facility during such time as needed to abate the property.

D. Damage

The agency using the shooting range shall be responsible for damages that were due to negligence, or misuse of site equipment. Damages associated with regular wear and tear of the equipment are the responsibility of the City of Bloomington.

The range master for the agency shall inspect the shooting range site for any damage at the beginning of each day the range is used by the requesting agency and shall notify the Bloomington Police Department as soon as reasonably possible for such damage. If such notification is not made, the agency shall be billed for any damage discovered at the shooting range site after such agency used the range.

E. Annual Range Preparation

The Bloomington Police Department seeks assistance from the agency in preparing the shooting ranges for annual use. The agency agrees to assign a minimum of one range officer, (if requested) and preferably each Department's head range instructor, for forty (40) hours per year to perform range preparation duties.

V. RANGE FEES/BILLING

The Agency will pay the City of Bloomington an annual fee of eight thousand two hundred twenty-one dollars and ninety-eight cents (\$8,221.98) for use of the facility for 2017. This fee shall be paid on January 1st of 2017 and shall represent payment for use from January 1, 2017 until December 31, 2017.

VI. MAINTENANCE

The City of Bloomington will maintain the current physical facility and upkeep of the property as it is as of January 1st. If the agency cannot use the facility because it is not in operating condition (defined as the ability to qualify by state standards) on a scheduled shooting date, the agency may receive a reduction in the annual fee, but only under the following conditions: there shall be no reduction in the fee if the agency receives 25 shooting dates during the year. If the agency receives fewer than 25 shooting dates a reduction shall be made only for those dates missed because of operational conditions with the facility. To receive a fee reduction under those circumstances the agency must contact the Chief or his designee immediately to report that the facility is not in operating condition and remain at the facility, if requested to do so, until the Chief or his designee can verify and document the problem. The agency entitled to reduction shall receive 1/25th of the annual fee or \$328.88 for each scheduled shooting date missed.

VII. LIABILITY

Each of the parties of this Agreement shall insure themselves or obtain insurance in an aggregate amount of \$1,000,000.00 (one million dollars) per incident for claims or judgments against them arising from the construction, management, operation, or maintenance of the Training Facility established by the agreement. Each party to this Agreement shall indemnify and hold harmless the other parties to this Agreement against all liability arising for injury to person or property resulting from the acts of each party's own employees.

In the event an employee of any jurisdiction which is a party to this Agreement is injured in such a manner as to require the jurisdiction employing said officer to pay claims to said officer under the Worker's Compensation Act, the expenses for such injury shall be borne by the jurisdiction employing the officer and shall not be subject to contribution from the other jurisdiction entering into this Agreement.

Each party to the Agreement shall waive any claims for damages or injury which it may have a right to assert against any other party to this Agreement which arises from the management, operation, or maintenance of the Training Facility established by this Agreement, excepting claims for misappropriation of funds and claims for damages or injury resulting from willful or wanton conduct of an employee of a party to the Agreement.

Nothing in the Agreement is intended to modify or waive the protections each party has under the Local Governmental and Governmental Employees Tort Immunity Act (745 ILCS 10/1-101 et seq.).

VIII. AMENDMENT OF AGREEMENT

This Agreement may be amended from time to time as deemed appropriate by the parties to the Agreement. Any party wishing to withdraw is required to give thirty (30) days' notice of such intention to the other parties to this Agreement before December 1st of any year effective January 1st of the following year.

IX. TERM

This Agreement shall remain in full force and effect for a period of one (1) year, beginning on January 1, 2017 and terminating on December 31, 2017. First payment is due January 1, 2017.

X. SEVERABILITY

In the event any portion of this Agreement is held by any court to be unconstitutional or in excess of the powers granted by law to the parties to this Agreement, such ruling or findings shall not void this Agreement, but shall instead be deemed to have severed such provisions from the remainder of this Agreement.

Date

TOWN OF NORMAL

By: _____
Mayor

ATTEST: _____
Normal Town Clerk

Date

CITY OF BLOOMINGTON

By: _____
Mayor

ATTEST: _____
Bloomington City Clerk

CITY OF
Bloomington ILLINOIS
CONSENT AGENDA ITEM NO. 7E

FOR COUNCIL: January 23, 2017

SUBJECT: Consideration of approving an Intergovernmental Agreement with the County of McLean Regulating Use of the Police Range Facility

RECOMMENDATION/MOTION: That the intergovernmental agreement with the County of McLean be approved, in the amount of \$8,221.98 each, and the Mayor and City Clerk be authorized to execute the necessary documents.

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: In July 1992, the McLean County Board granted the City a special use permit to allow a privately owned outdoor shooting range and police training facility on land located fourteen (14) miles east of Bloomington on Rt. 9.

An intergovernmental agreement was signed in September 1994 detailing the policies and procedures to be adhered to in order to provide joint training with the County of McLean. This standardization of procedures was necessary to provide orderly and safe training at the facility and to comply with the rules of the McLean County Planning and Zoning Commission.

The current intergovernmental agreements expired on December 31, 2016. A new agreement is proposed. The rate for the County of McLean is \$8,221.98 and represents payment for use from January 1, 2017 to December 31, 2017. This is a one (1) year agreement. There is no rate increase for this contract due to range conditions and our inability to make contractually promised repairs.

Currently waiting for development of a site plan which is anticipated by mid February 2017. Following acceptance of the site plan construction will begin on improvements to the indoor range facility. Once construction on the indoor range is complete the indoor range project will be complete. The next phase in range development will be to study and determine the best course of action for the lodge facility.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: The County of McLean.

FINANCIAL IMPACT: The County's payment will be recorded in the Police-McLean County account (10015110 - 53320). Stakeholders can locate this in the FY 2017 Budget Book titled "Budget Overview & General Fund" on page 271.

Respectfully submitted for Council consideration.

Prepared by: Marsha Ulrich, Office Manager

Reviewed by: Gregory A. Scott, Asst. Chief of Police

Financial & budgetary review by: Chris Tomerlin, Budget Analyst
Carla A. Murillo, Budget Manager

Legal review by: Angela Fyans-Jimenez, Deputy Corporation Counsel

Recommended by:

A handwritten signature in black ink, appearing to read "David A. Hales".

David A. Hales
City Manager

ATTACHMENTS:

- Intergovernmental Agreement

INTERGOVERNMENTAL AGREEMENT
BETWEEN THE CITY OF BLOOMINGTON
AND THE COUNTY OF MCLEAN
REGULATING THE USE BY THE COUNTY OF MCLEAN
OF THE POLICE SHOOTING RANGE FACILITY
OF THE CITY OF BLOOMINGTON

WHEREAS, under Article 7, Section 10, of the 1970 Illinois Constitution, units of local government may contract among themselves to obtain or share services and to exercise, combine, or transfer any power or function, in any manner not prohibited by law or ordinance; and

WHEREAS, the City of Bloomington is a home rule municipality under Article 7, section 6, of the 1970 Illinois Constitution; and

WHEREAS, the County of McLean is a unit of local government exercising power under the Illinois Counties Code (55 ILCS 5/1-1001, et seq.); and

WHEREAS, the City of Bloomington and the County of McLean desire to agree on the manner in which Law Enforcement Agencies use the Police Shooting Range owned by the City of Bloomington; and

WHEREAS, the McLean County Board and the Bloomington City Council have, by appropriate actions, authorized this Agreement,

I. STATEMENT OF PURPOSE

The shooting range owned by the City of Bloomington is intended to supply training supplemental to the training required by the Police Training Act (50 ILCS 705/1 et seq.) and the Firearms Training for Peace Officers Act (50 ILCS 710/1, et seq.). The facility is owned by the City of Bloomington and is located in Martin Township in unincorporated McLean County.

II. DEFINITIONS

When used in the Agreement, the following terms shall have the meaning indicated:

"Agency/Agencies": The County of McLean Police Agency.

"Chief": The City of Bloomington Chief of Police or his designee.

"Facility": The City of Bloomington Police Shooting Range.

III. ADMINISTRATION

The facility shall be administered by the Chief.

IV. USE OF THE FACILITY

The City of Bloomington shall permit the agencies to use the facility under the following conditions.

A. Scheduling

The agency will submit requests to the Chief by May 1st for the following year. The Chief shall establish a master schedule each year for the use of the facility. The agency will be assigned 25 shooting dates for the year. A proposed schedule will be given to the agency for their review. The agency will be responsible for notifying the Chief of any problems with the scheduled dates. The Chief will issue a final schedule.

Should the agency be unable to use the range during a scheduled time after the final schedule has been issued, the Chief will assign that agency an alternate date if one is available and the agency requests one. Likewise, if the range becomes unavailable on a date scheduled for use by the agency, the Chief will schedule an alternate date if desired. The Chief will assign alternate dates only upon request. The Chief will make every effort to provide 25 shooting dates per year for the agency; however, the agency may receive fewer dates if scheduling problems occur that are beyond the control of the Chief.

The agency may schedule shooting dates in addition to those listed on the master schedule on an as needed basis by contacting the Chief. There shall be no limit on the number of times any agency may use the shooting range during a given year, but requests for use will be subject to range availability. The agency understands and agrees that rescheduling canceled dates from the master schedule shall take precedence over scheduling any additional shooting time.

B. Supervision

The agency shall comply with the conditions of the Special Use Permit for the range property issued by the McLean County Board, a copy of which has been previously supplied and is incorporated herein by reference.

The agency shall be required to provide a range officer who shall be present at all times the agency uses the facility. The use of the facility shall be conditioned on the agency providing the Chief a current list of approved range officers employed by the agency using the range. Failing to provide the list or to keep it current, shall be grounds to refuse to allow the agency to use the facility.

C. Equipment

The agency using the shooting range shall provide their own ammunition, targets, and related equipment.

The indoor range will be limited to use of lead free ammunition only. Any agency using lead ammunition will be responsible for the cost of lead abatement at the facility as well as for any additional losses suffered by the City of Bloomington in relation to the use of lead ammunition, including loss of use of the facility during such time as needed to abate the property.

D. Damage

The agency using the shooting range shall be responsible for damages that were due to negligence, or misuse of site equipment. Damages associated with regular wear and tear of the equipment are the responsibility of the City of Bloomington.

The range master for the agency shall inspect the shooting range site for any damage at the beginning of each day the range is used by the requesting agency and shall notify the Bloomington Police Department as soon as reasonably possible for such damage. If such notification is not made, the agency shall be billed for any damage discovered at the shooting range site after such agency used the range.

E. Annual Range Preparation

The Bloomington Police Department seeks assistance from the agency in preparing the shooting ranges for annual use. The agency agrees to assign a minimum of one range officer, (if requested) and preferably each Department's head range instructor, for forty (40) hours per year to perform range preparation duties.

V. RANGE FEES/BILLING

The Agency will pay the City of Bloomington an annual fee of eight thousand two hundred twenty-one dollars and ninety-eight cents (\$8,221.98) for use of the facility for 2017. This fee shall be paid on January 1st of 2017 and shall represent payment for use from January 1, 2017 until December 31, 2017. The fee shall be the same regardless of the number of times the agency uses the facility during the year.

VI. MAINTENANCE

The City of Bloomington will maintain the current physical facility and upkeep of the property as it is as of January 1st. If the agency cannot use the facility because it is not in operating condition (defined as the ability to qualify by state standards) on a scheduled shooting date, the agency may receive a reduction in the annual fee, but only under the following conditions: there shall be no reduction in the fee if the agency receives 25 shooting dates during the year. If the agency receives fewer than 25 shooting dates a reduction shall be made only for those dates missed because of operational conditions with the facility. To receive a fee reduction under those circumstances the agency must contact the Chief or his designee immediately to report that the facility is not in operating condition and remain at the

facility, if requested to do so, until the Chief or his designee can verify and document the problem. The agency entitled to reduction shall receive \$280.00 for each scheduled shooting date missed.

VII. LIABILITY

Each of the parties of this Agreement shall insure themselves or obtain insurance in an aggregate amount of \$1,000,000.00 (one million dollars) per incident for claims or judgments against them arising from the construction, management, operation, or maintenance of the Training Facility established by the agreement. Each party to this Agreement shall indemnify and hold harmless the other parties to this Agreement against all liability arising for injury to person or property resulting from the acts of each party's own employees.

In the event an employee of any jurisdiction which is a party to this Agreement is injured in such a manner as to require the jurisdiction employing said officer to pay claims to said officer under the Worker's Compensation Act, the expenses for such injury shall be borne by the jurisdiction employing the officer and shall not be subject to contribution from the other two jurisdictions entering into this Agreement.

Each party to the Agreement shall waive any claims for damages or injury which it may have a right to assert against any other party to this Agreement which arises from the management, operation, or maintenance of the Training Facility established by this Agreement, excepting claims for misappropriation of funds and claims for damages or injury resulting from willful or wanton conduct of an employee of a party to the Agreement.

Nothing in the Agreement is intended to modify or waive the protections each party has under the Local Governmental and Governmental Employees Tort Immunity Act (745 ILCS 10/1-101 et seq.).

VIII. AMENDMENT OF AGREEMENT

This Agreement may be amended from time to time as deemed appropriate by the parties to the Agreement. Any party wishing to withdraw is required to give thirty (30) days' notice of such intention to the other parties to this Agreement before December 1st of any year effective January 1st of the following year.

IX. TERM

This Agreement shall remain in full force and effect for a period of one (1) year, beginning on January 1, 2017 and terminating on December 31, 2017. First payment is due January 1, 2017.

X. SEVERABILITY

In the event any portion of this Agreement is held by any court to be unconstitutional or in excess of the powers granted by law to the parties to this Agreement, such ruling or findings shall not void this

Agreement, but shall instead be deemed to have severed such provisions from the remainder of this Agreement.

Date

COUNTY OF MCLEAN

By: _____
Chairman, McLean County Board

By: _____
Sheriff, McLean County

ATTEST: _____
McLean County Clerk

Date

CITY OF BLOOMINGTON

By: _____
Mayor

ATTEST: _____
Bloomington City Clerk



CONSENT AGENDA ITEM NO. 7F

FOR COUNCIL: January 23, 2017

SUBJECT: Consideration of approving a Professional Services Contract with Crawford, Murphy & Tilly, Inc. for Professional Engineering Services related to the Water Treatment Plant Recarbonation Bypass Line, (RFQ 2016-04, Resolution 16-10).

RECOMMENDATION/MOTION: That the Professional Services Contract with Crawford, Murphy & Tilly, Inc. for Professional Engineering Services related to the Water Treatment Plant Recarbonation Bypass Line in the amount not to exceed \$33,000.00 be approved and the City Manager and City Clerk be authorized to execute the necessary documents.

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

STRATEGIC PLAN SIGNIFICANCE: Objective 2.B – Quality water for the long term; Objective 5.A – Well-planned City with necessary services and infrastructure

BACKGROUND: This project will design bypass piping from the clarifiers to the filter influent line at the Water Treatment Plant. Clarifier effluent flows through recarbonation basins before feeding into the filter influent piping. Currently, recarbonation treatment is accomplished with high rate recarbonation units which have replaced the old basins as the primary recarbonation process units. Last upgraded in 1987, the piping at the old basins limits the current water production capacity. The bypass piping will eliminate the current hydraulic restriction of the plant's design capacity and allow needed maintenance of the recarbonation basins and repurposing the existing basins to address deficiencies in storage for softening residuals. In addition, the multiple bypass lines can be installed with a minimum of disruption to treatment operations. The design is scheduled to be completed in FY 2017 with construction to follow in FY 2018.

Through Resolution 16-10, the City Council approved a list of pre-qualified vendors for engineering, architectural and land surveying services. Resolution 16-10 established seven categories of such services and identified qualified vendors to provide such services in each category. City staff reviewed the four firms under the utility category and determined Crawford, Murphy & Tilly, Inc. to be the most qualified firm to do the work.

Based on Crawford, Murphy & Tilly's selection under RFQ 2016-04 and their experience in the design and construction of improvements at water treatment plants, Crawford, Murphy & Tilly was asked to submit a proposal for assistance with the design, permitting, and construction document preparation for the Water Treatment Plant Recarbonation Bypass Line. Crawford, Murphy & Tilly's proposed Scope of Services and Professional Services Contract fee of \$33,000 is a not to exceed total. For this specific project, as outlined above, Crawford, Murphy & Tilly

was deemed to be the most qualified and best fit for the work out of the pre-qualified Engineering firms.

The schedule for the project is to begin the design immediately upon receipt of a signed Professional Services Contract.

The construction contract for the Water Treatment Plant Recarbonation Bypass Line is anticipated to be bid, awarded, and encumbered in FY 2018.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: The Request for Qualifications was advertised in The Pantagraph on December 4, 2015. Interviews were held in the Public Works Conference Room on February 10, 12 & 17, 2016.

FINANCIAL IMPACT: Up to a not-to-exceed amount of \$33,000.00 is available in the Water Purification-Engineering Services account (50100130-70050). Stakeholders can locate this in the FY 2017 Budget Book titled "Other Funds & Capital Improvement Fund" on page 124, 274, 347 and 369-370. Funding for design of this project, listed as Water Treatment Plant Recarbonation Bypass - Design, is included in the amount of \$25,000.00 in the FY 2017 Adopted Budget. We anticipate the additional required funds of \$8,000.00 will be used from the 24" Transmission Main Relocation at Shelbourne Drive project that is no longer anticipated to occur this year.

COMMUNITY DEVELOPMENT IMPACT: Not Applicable

FUTURE OPERATIONAL COST ASSOCIATED WITH NEW FACILITY

CONSTRUCTION: Annual operation/maintenance costs are anticipated to be reduced due to the increased flexibility in plant operation and the energy efficiency achievable by the increased capacity provided by the bypass piping.

Respectfully submitted for Council consideration.

Prepared by: Richard Bernard, P.E., Civil Engineer II, Water Department

Reviewed by: Robert Yehl, PE, Water Director
Steve Rasmussen, Assistant City Manager

Financial & budgetary review by: Chris Tomerlin, Budget Analyst

Legal review by: Jeffrey R. Jurgens, Corporation Counsel

Recommended by:



David A. Hales
City Manager

Attachments:

- Professional Services Agreement with Crawford, Murphy & Tilly, Inc.
- WTP Recarbonation Bypass Site Piping Plan

CITY OF BLOOMINGTON CONTRACT WITH
Crawford, Murphy & Tilly, Inc.
FOR PROFESSIONAL SERVICES FOR
Water Treatment Plant Recarbonation Bypass Line

THIS AGREEMENT, dated this 23 day of January _____, 2017, is between the City of Bloomington (hereinafter "CITY") and Crawford, Murphy & Tilly, 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: _____

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

Crawford, Murphy & Tilly, Inc.

By: _____
Its City Manager

By: _____
Its _____

ATTEST:

By: _____
City Clerk

By: _____
Its _____

EXHIBIT A
SCOPE OF SERVICES / WORK PROVIDED

See attached Scope of Services

**EXHIBIT B
PAYMENT TERMS**

Phase	Phase Totals
Project Management	\$2,775.00
Surveying Phase	\$5,055.00
Engineering Design Phase	\$40,825.00
Permitting Phase	\$2,220.00
Bidding Phase	\$2,945.00
Construction Consultation	\$15,570.00
 Project Total:	 \$69,390.00



December 30, 2016

Mr. Richard Bernard, PE
Civil Engineer II
City of Bloomington
Water Department
603 W. Division Street
Bloomington, IL 61702

**RE: Water Treatment Plant
Recarbonation Tank Bypass Piping
Proposal for Design Phase Engineering Services**

Dear Mr. Bernard:

In reference to your October 14, 2016 Request for Proposal and our subsequent conversations regarding this project, Crawford, Murphy and Tilly is pleased to provide this proposal for Recarbonation Tank Bypass Piping at the Water Treatment Plant.

Attached please find Exhibit A – Scope of Work which outlines the scope of the design phase services for this project. In addition, we have provided Exhibit B – Estimated Manhour Effort and Associated Cost which shows the manhours for each of the tasks in Exhibit A. Exhibit C is a plan sheet estimate for the project. The manhours estimated in Exhibit C are included in Exhibit B.

The manhours in Exhibit B are organized by labor classification and raw labor costs for each of the scope of service tasks. The raw labor costs are then multiplied by 3.02 which is the multiplier using 14.50% profit and our IDOT approved overhead of 164.09%.

Multiplier = $164.09\% + 100\% * 14.5\% + 100\%$
Multiplier = $264.09\% * 114.50\%$
Multiplier = $2.6409 * 1.145$
Multiplier = 3.0238

A copy of the IDOT letter approving our overhead at 164.09% was previously sent to you for your files.

We propose to provide design phase engineering services as detailed in the scope of work for \$33,000. A breakdown of costs is as follows.

Direct Labor	\$10,820
Overhead (169.04%)	\$17,755
Profit (14.5%)	<u>\$ 4,143</u>
Subtotal	\$32,718
Direct Expenses	\$ 250
Total	\$32,968
Rounded	\$33,000

We appreciate the opportunity to provide this proposal for the City of Bloomington. Should you have any further questions please do not hesitate to contact our office.

Sincerely,
Crawford, Murphy & Tilly



Ty Besalke, PE
Water Group Manager



Illinois Department of Transportation

2300 South Dirksen Parkway / Springfield, Illinois / 62764

August 9, 2016

Subject: PRELIMINARY ENGINEERING
Consultant Unit
Prequalification File

Louis Dixon
CRAWFORD, MURPHY, & TILLY, INC.
2750 West Washington Street
Springfield, IL 62702

Dear Louis Dixon,

We have completed our review of your "Statement of Experience and Financial Condition" (SEFC) which you submitted for the fiscal year ending Dec 31, 2015. Your firm's total annual transportation fee capacity will be \$85,600,000.

Your firm's payroll burden and fringe expense rate and general and administrative expense rate totaling 164.09% are 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 31, 2016. 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,
Maureen M. Addis
Acting Bureau Chief
Bureau of Design & Environment

EXHIBIT A
CITY OF BLOOMINGTON
WATER TREATMENT PLANT
RECARBONATION TANK BYPASS PIPING
SCOPE OF WORK

Project Scope

This project includes the design services and preparation of bidding documents to accomplish the construction of bypass piping and valves between the existing 42-inch ductile-iron clarified water piping to the existing 54-inch pre-stressed concrete cylinder pipe settled water piping.

The **scope of the project** will include the following items:

1. Site topographical survey. Coordination with City to trace approximate locations of underground piping prior to survey. Elevation at top of pipe at clarified water pipe and settled water pipe provided by City. Elevation at top of concrete duct bank provided by City.
2. Design and specification of bypass piping to include the following:
 - a. Two parallel, 42-inch ductile-iron, buried bypass lines.
 - b. Motor operated, modulating-service, butterfly valve on each line. Sizing of butterfly valves to be completed based on treatment plant hydraulic profile and flow data provided by City.
 - c. Electromagnetic flow meter in the 42-inch piping upstream of each butterfly valve.
 - d. Piping assembly installed at connection to existing 42-inch piping utilizing methods to minimize out-of-service time for existing treatment facilities.
 - e. Tapping valves and sleeves installed at the existing 54-inch pre-stressed concrete cylinder pipe to minimize out-of-service time for the existing treatment plant facilities.
 - f. Concrete vault to house the control valves.
 - g. Support system for existing concrete duct bank above excavation for proposed piping.
 - h. Electrical power and control wiring for the butterfly valves. Integration of jogging control, position signal, and open/closed limit switch signals into existing plant SCADA system to be included in construction contract.
3. Prepare and submit IEPA Public Water Supplies Construction Permit Application.

Engineering Scope of Work

The **Engineering Design Phase Scope of Services** for the project shall consist of the following tasks:

1. **Review existing background information.** Review existing plans, specifications and reports relevant to the project design.
2. **Site Visit/ Kickoff Meeting.** Conduct site visits to verify existing conditions and obtain information required for design. Conduct a project kickoff meeting at the Bloomington Water Department offices with project team members.
3. **Field Surveying.** Surveying is required near the (plan) southwest corner of the building near the proposed piping location in order to produce a topo/site plan.
 - a. Set horizontal and vertical control using information provided by the City of Bloomington.
 - b. Complete topographic survey of the project site as required for project.
 - c. Point processing and generate AutoCAD C3D drawing for the survey limits
 - d. QA/QC - field visit to spot check survey data.
4. **Progress/Design Meeting Conference Call.** Conduct two (2) conference calls to discuss progress and coordination.
5. **Opinion of Probable Construction Cost.** At the final design level, prepare an Engineer's Opinion of Probable Construction Cost.
6. **Specifications.** Prepare project specifications in CSI format using the 16 division format. Incorporate city of Bloomington administrative document requirements as necessary.
7. **Drawings.** Prepare drawings to bid and construct the project. Finalize drawings for permitting and bidding phase.
8. **Permitting.** Complete and submit IEPA Permit Application and Engineer's Design Summary.
9. **QA/QC Review.** Provide review of calculations, plans and specifications for the project.
10. **Project Management.** Provide coordination between engineering disciplines, schedule and lead project meetings, correspondence with client and regulatory agency.

Estimated Schedule

The estimated completion for the construction plans and specifications is 3 months after receipt of a signed Agreement for Engineering Services authorizing CMT to proceed.

Not Included in Scope of Services

Environmental/Asbestos Remediation.
Arc flash study
SCADA Programming
SRF Loan Assistance.
Bidding Phase Engineering Services.
Construction Phase Engineering Services

Assumptions

No asbestos containing materials are present
No modifications to buildings will be required

CRAWFORD MURPHY & TILLY, INC. CONSULTING ENGINEERS
EXHIBIT B ESTIMATED MANHOUR EFFORT AND ASSOCIATED COST

CLIENT: City of Bloomington
WTP Recarbonation Tank Bypass Piping

PROJECT DESCRIPTION:
CMT PROJECT NUMBER:

Prep By	rtb
DATE	12/19/16

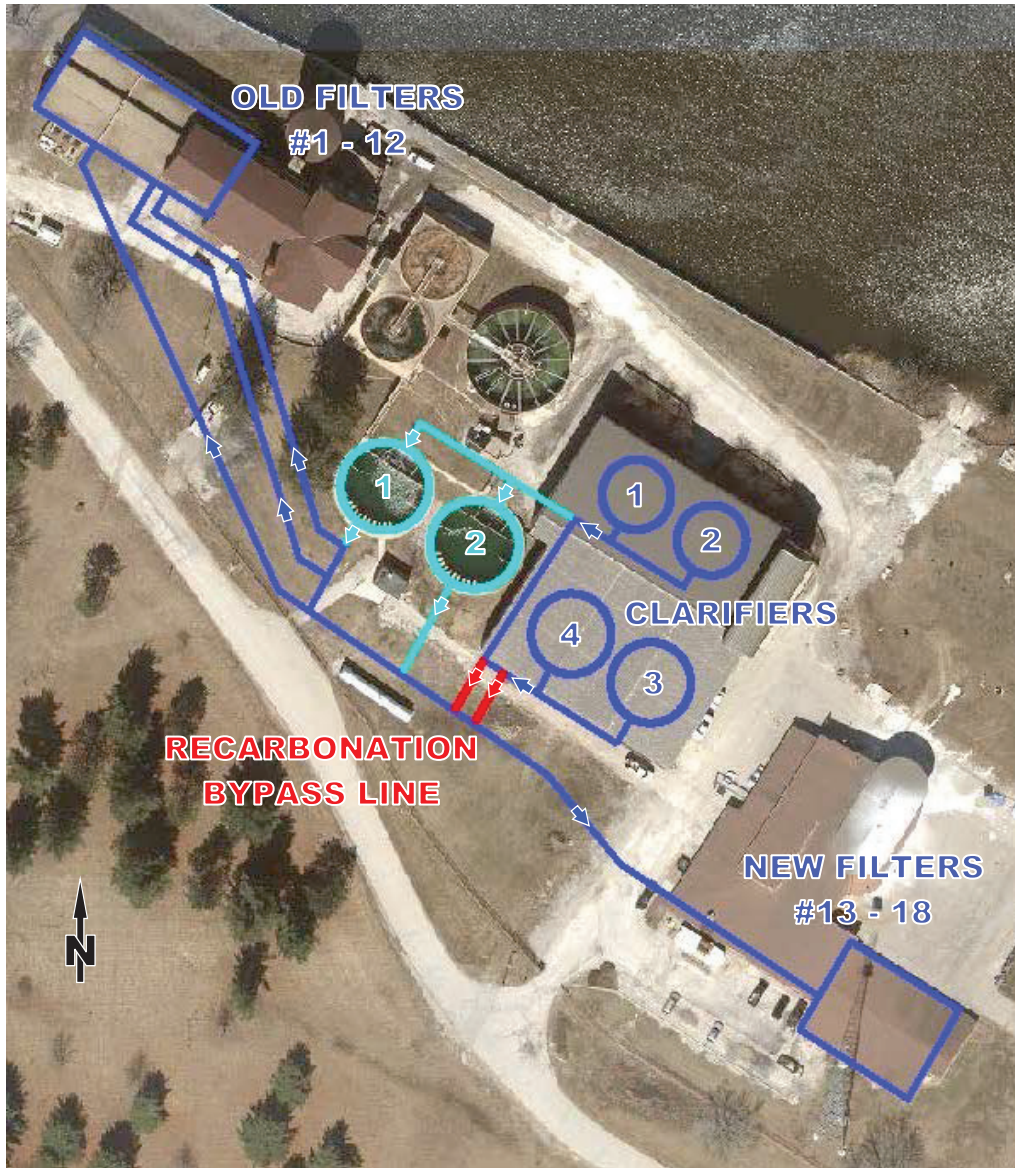
Apprvd	
DATE	

TASK NO.	TASKS CLASSIFICATIONS	MAN HOURS & LABOR SUMMARY									
		PRINCIPAL	SR PROJECT ENGR / MANAGER	PROJECT ENGR / MANAGER	SR ENGINEER	TECHNICAL / MANAGER	LAND SURVEYOR	ENGINEER	TECHNICAL MGR	SR TECHNICIAN	TOTAL
	January 2016 Average Direct Labor Rates	\$75.62	\$59.98	\$45.93	\$37.38	\$39.93	\$41.60	\$30.40	\$26.43	\$33.97	\$21.51
1	Review existing background information		4.0	4.0	4.0						12.0
2	Site Visits/Kickoff Meeting		8.0	8.0	16.0						32.0
3	Surveying			8.0						12.0	32.0
4	Progress/Design Meeting Conference Call		2.0	2.0	2.0						6.0
5	OPCC		2.0	2.0	4.0						6.0
6	Specifications		4.0	4.0	8.0						24.0
7	Drawings	0.0	0.0	16.0	62.0	0.0	0.0	0.0	0.0	44.0	138.0
8	Permitting		6.0								6.0
9	QA/QC Review		4.0								4.0
10	Project Management		16.0								16.0
11											0.0
	TOTAL MAN HOURS	0.0	44.0	44.0	96.0	0.0	0.0	0.0	0.0	44.0	276.0
	TOTAL DIRECT LABOR COST	\$0	\$2,639	\$2,021	\$3,588	\$0	\$0	\$0	\$0	\$1,495	\$172
	OVERHEAD COST (184.09%)	\$0	\$4,331	\$3,316	\$5,888	\$0	\$0	\$0	\$0	\$2,453	\$282
	PROFIT (14.5%)	\$0	\$1,011	\$774	\$1,374	\$0	\$0	\$0	\$0	\$572	\$66
	RAW LABOR MULTIPLIER										\$4,143
	SUBTOTAL - LABOR FEE	\$0	\$7,980	\$6,111	\$10,851	\$0	\$0	\$0	\$0	\$4,520	\$520
											3,0238
											\$32,719

	TASKS (CONTINUED)	DIRECT EXPENSE & REIMBURSABLES										TOTAL FEE
		TOTAL LABOR EFFORT	TRAVEL MILEAGE	MEALS & LODGING	PRINTING	EQUIP- MENT	MISC	SURVEY	Records Search	Geotech	OTHER	
1	Review existing background information	\$1,733										\$1,733
2	Site Visits/Kickoff Meeting	\$4,371	\$75									\$4,446
3	Surveying	\$2,672	\$75									\$2,747
4	Progress/Design Meeting Conference Call	\$867										\$867
5	OPCC	\$730										\$730
6	Specifications	\$2,706										\$2,706
7	Drawings	\$14,925			\$100							\$15,025
8	Permitting	\$1,088										\$1,088
9	QA/QC Review	\$725										\$725
10	Project Management	\$2,902										\$2,902
11			\$150	\$0	\$100	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	TOTALS	\$32,719	\$150	\$0	\$100	\$0	\$0	\$0	\$0	\$0	\$0	\$32,969

EXHIBIT C
RECARBONATION TANK BYPASS PIPING
PLAN SHEET ESTIMATE

TASK NO.	TASKS \ CLASSIFICATIONS	PRINCIPAL	SR PROJECT ENGR / MANAGER	PROJECT ENGINEER / MANAGER	SR ENGINEER	SENIOR TECHNICAL / MANAGER	LAND SURVEYOR	ENGINEER	PLANNER &/or TECHNICAL MGR	SR TECHNICIAN	TECHNICIAN	TECHNICAL ASSISTANT	CLERICAL	MAN HOURS & LABOR SUMMARY
	January 2016 Average Direct Labor Rates	\$75.62	\$59.98	\$45.93	\$37.38	\$39.93	\$41.60	\$30.40	\$26.43	\$33.97	\$24.29	\$18.74	\$21.51	
	GENERAL													
	COVER SHEET													
	INDEX TO SHEETS/GENERAL NOTES									1				1.0
										1				1.0
	CIVIL													0.0
	OVERALL SITE PLAN				12									0.0
	ENLARGED PLAN VIEW				12					12				24.0
	DETAILS				22					8				30.0
														0.0
	STRUCTURAL													0.0
	GENERAL NOTES				16					1	16			1.0
	VAULT PLAN, SECTION & DETAILS													32.0
	ELECTRICAL													
	GENERAL NOTES									1				
	SITE PLAN			16						8				24.0
														0.0
														0.0
														0.0
	Totals	0	0	16	62	0	0	0	0	44	16	0	0	138.0



City of Bloomington
Water Treatment Plant Recarbonation Bypass Line
Site Piping Plan

Legend

- Existing Treatment Process & Piping
- Recarbonation Tanks & Piping
- Proposed Recarbonation Bypass Line



CONSENT AGENDA ITEM NO. 7G

FOR COUNCIL: January 23, 2017

SUBJECT: Consideration of approving a Professional Engineering Services Agreement with the Farnsworth Group, Inc. for design and specification for Szarek Drive, Cloud Street, and Fleetwood Subdivision water main replacement projects, (RFQ 2016-04, Resolution 16-10).

RECOMMENDATION/MOTION: That the three Agreements with the Farnsworth Group, Inc. for professional engineering services for the design and specification for Szarek Drive, Cloud Street, and Fleetwood Subdivision water main replacement projects, in the not to exceed amount of \$27,100.00 for Szarek Drive, \$32,940.00 for Cloud Street, and \$65,370.00 for Fleetwood Subdivision be approved, and the Mayor and City Clerk be authorized to execute the necessary documents.

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

STRATEGIC PLAN SIGNIFICANCE: Objective 2b. Quality water for the long term and 2d. Well-designed, well-maintained City facilities emphasizing productivity and customer service

BACKGROUND: The Water Department is upgrading the distribution infrastructure to improve system reliability, fire protection, and pressure. Our records indicate that we have had several water main breaks in the following locations; Szarek Drive, Cloud Street, and the Fleetwood Subdivision in recent years. The Water Department is targeting water main replacement projects in areas where the data indicates water mains are poor performing and are subject to frequent water man breaks.

The Professional Engineering Services Agreements with the Farnsworth Group, Inc. will provide design and specification in the FY2017 budget while construction funding is included in future years within the capital improvement plan.

Through Resolution 2016-10, the City Council approved a list of prequalified vendors for Engineering, Architectural, and Land Surveying services. Resolution 16-10 established seven categories of such services and identified qualified vendors to provide such services in each category. City staff reviewed the four firms under the utility category, which is the key design service of the service project as described above, and determined Farnsworth Group, Inc. to be the most qualified firm to do the work.

Based on Farnsworth Group's selection under RFQ 2016-04 and their experience in engineering and survey work, Farnsworth was asked to submit a proposal for professional services for design and specification on three water main projects. The projects include Szarek Drive, Cloud Street, and Fleetwood Subdivision water main replacement. Farnsworth Group's proposed Scope of Services and Professional Services Contract fee are not to exceed as follows.

Project	Not to exceed amount
Szarek Drive	\$27,100
Cloud Street	\$32,940
Fleetwood Subdivision	\$65,370
Total Cost for the three projects	\$125,410

Farnsworth Group 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: The request for Qualifications was advertised in The Pantagraph on December 4, 2015. Interviews were held in the Public Works Conference Room on February 10, 12 & 17, 2016.

FINANCIAL IMPACT: Payment for the Professional Engineering Services Agreement with the Farnsworth Group for the three water main project in the amount of \$125,410.00 will be made from the Water Transmission & Distribution-Engineering Services account (50100120-70050). Funds totaling \$75,000 is included in the FY 2017 Budget for the Cloud Street and Fleetwood Subdivision. The remaining funds are available in the FY 2017 budget to cover Szarek Drive and the additional \$23,310 not budgeted for Cloud and Fleetwood.

COMMUNITY DEVELOPMENT IMPACT: Not applicable

FUTURE OPERATIONAL COST ASSOCIATED WITH NEW FACILITY CONSTRUCTION: Not applicable

Respectfully submitted for Council consideration.

Prepared by: Brett Lueschen, Superintendent of Water Distribution

Reviewed by: Robert Yehl, PE, Water Director
Steve Rasmussen, Assistant City Manager

Financial & budgetary review by: Chris Tomerlin, Budget Analyst
Carla A. Murillo, Budget Manager

Legal review by: Jeffrey R. Jurgens, Corporation Counsel

Recommended by:



David A. Hales

City Manager

Attachments:

- Professional Services Agreement with the Farnsworth Group, Inc. for Szarek Drive
- Professional Services Agreement with the Farnsworth Group, Inc. for Cloud Street
- Professional Services Agreement with the Farnsworth Group, Inc. for Fleetwood Subdivision.
- Water main replacement location maps.



**AGREEMENT FOR PROFESSIONAL SERVICES
COST PLUS FIXED FEE**

This Agreement is effective this 23 day of January in the year 2017, between Farnsworth Group, Inc., hereinafter referred to as FARNSWORTH GROUP, of 2709 McGraw Drive, Bloomington, IL 61704, and the City of Bloomington, hereinafter referred to as CLIENT, of 109 East Olive, Bloomington, IL 61701.

By signing this Agreement, CLIENT retains FARNSWORTH GROUP to provide professional services in connection with "**City of Bloomington Szarek Drive Water Main Replacement Project**" hereinafter referred to as PROJECT.

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

1. Replacement of approximately 1,250 feet of six-inch water main on Szarek Drive.
2. Replacement of existing associated valves, fittings, fire hydrants, and other appurtenances.
3. Connection of service lines to new water main and curb stops.
4. Tie-in to existing eight-inch water main at two locations on Six Points Road.
5. All associated pavement removal, excavation, backfilling, compaction, surface restoration, pavement patching, and testing in accordance with City Standards.

By this Agreement:

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

1. Review CLIENT's existing data, maps, plans and other information pertaining to the PROJECT. CLIENT shall provide such information upon approval of this agreement.
2. Conduct topographic survey of the PROJECT location. Determine locations of surface utility features from field observations of existing surface features.
3. Complete an engineering JULIE utility location request for existing utility location information. FARNSWORTH GROUP shall incorporate utility information from CLIENT, JULIE provided utility maps, and field surface observations for incorporation into the project plans.
4. Develop utility coordination, engineering plans, specifications, and construction cost opinions for the project. Engineering plans shall be at a 1-inch to 20-foot scale and include both a plan and profile of the proposed improvements.
5. Develop a sequence of construction to achieve construction, disinfection, testing, and service tap-overs with minimal interruption of service to customers.
6. Prepare permit documents for the following entities:
 - a. Illinois Environmental Protection Agency (IEPA) for Construction Permit
7. Prepare bidding and construction documents for CLIENT's use in bid letting.

8. Assist CLIENT with questions from prospective bidder's during the CLIENT's bid letting.
9. Conduct two (2) CLIENT coordination meetings. The first meeting is planned to be an initial project coordination meeting to define and clarify CLIENT's requirements, obtain available data and information, and discuss alternatives and evaluation with City staff. The second meeting is planned to review 75% construction documents with City staff.

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

1. Progress submittal (75%) of preliminary design plans, bidding documents, and cost opinion to be submitted to CLIENT in Adobe PDF format within 90 days of agreement.
2. Final submittal of professionally sealed design plans, bidding documents, and cost opinion to be submitted to CLIENT in Adobe PDF format within 30 days of receipt of 75% Review comments from CLIENT.
3. Permit documents to be submitted to CLIENT in Microsoft Word and Adobe PDF format along with final submittal of plans and bidding documents.

C. 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

$$\text{Total Compensation} = \text{DL} + \text{IHDC} + (\text{OH})(\text{DL}) + \text{FF} + \text{ODC} + \text{SBO}$$

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 \$ 22,760, plus Reimbursable Expenses of \$ 930, plus FARNSWORTH GROUP's Sub-Consultant's charges, if any, of \$0, plus a Fixed Fee of \$3,400. The total compensation for services shall be a Maximum Not-to-Exceed amount of \$ 27,100 based on the Cost Estimate and Man-Hour Breakdown attached as Appendix 1.
3. FARNSWORTH GROUP's Reimbursable Expenses Schedule is attached as Appendix 2.
4. FARNSWORTH GROUP may alter the distribution of compensation between the individual tasks of the work noted to be consistent with services actually

rendered, but shall not exceed the total compensation amount unless approved by the CLIENT.

5. The total compensation for FARNSWORTH GROUP's services incorporates all labor, overhead, fixed fees, reimbursable expenses, and FARNSWORTH GROUP's Consultant's charges.
6. The portion of the amounts billed for FARNSWORTH GROUP's services will be based on the applicable Direct Labor Costs for the cumulative hours charged to the PROJECT during the billing period by FARNSWORTH GROUP's employees plus overhead, Reimbursable Expenses, FARNSWORTH GROUP's Consultant's charges, and the proportionate portion of the Fixed Fee.
7. Direct Labor Costs means salaries and wages paid to employees but does not include payroll-related costs or benefits.
8. Overhead includes the cost of customary and statutory benefits including, but not limited to, social security contributions, unemployment, excise and payroll taxes, workers' compensation, health and retirement benefits, bonuses, sick leave, vacation, and holiday pay applicable thereto; the cost of general and administrative overhead which includes salaries and wages of employees engaged in business operations not directly chargeable to projects, plus non-Project operating costs, including but not limited to, business taxes, legal, rent, utilities, office supplies, insurance, and other operating costs. Overhead shall be computed as a percentage of Direct Labor Costs. Fixed Fee is the lump sum amount paid to FARNSWORTH GROUP by the CLIENT as a margin or profit and will only be adjusted by an amendment to this agreement.
9. Direct Labor Costs and Overhead applied to Direct Labor Costs along with the Maximum Not-to-Exceed Fee will be adjusted annually (as of April 2nd) to reflect equitable changes in the compensation payable to FARNSWORTH GROUP.
10. Compensation for Reimbursable Expenses
 - a. CLIENT shall pay FARNSWORTH GROUP for all Reimbursable Expenses at rates set forth in Appendix 2.
 - b. Reimbursable Expenses include the following categories: transportation and subsistence incidental thereto; providing and maintaining field office facilities including furnishings and utilities; toll telephone calls and mobile phone charges, reproduction of reports, drawings, specifications, bidding documents, and similar PROJECT-related items in addition to those required in Paragraph A for the scope of services above. In addition, if authorized in advance by the CLIENT, Reimbursable Expenses will also include expenses incurred for the use of highly specialized equipment.
 - c. The amounts payable to FARNSWORTH GROUP for Reimbursable Expenses will be the PROJECT-related internal expenses actually incurred or allocated by FARNSWORTH GROUP, plus all invoiced external Reimbursable Expenses allocable to the PROJECT, the latter multiplied by a factor of 1.10.

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

11. Other Provisions Concerning Payment

- a. Whenever FARNSWORTH GROUP is entitled to compensation for the charges of FARNSWORTH GROUP's Sub-Consultants, those charges shall be the amounts billed by Sub-Consultants to FARNSWORTH GROUP times a factor of 1.10.
- b. Factors: The external Reimbursable Expenses and FARNSWORTH GROUP's Sub-Consultant's factors include FARNSWORTH GROUP's overhead and profit associated with FARNSWORTH GROUP's responsibility for the administration of such services and costs.
- c. Compensation Amounts:
 - i. FARNSWORTH GROUP's fee amounts that will become payable for specified services are only estimates for planning purposes for establishment of the not-to-exceed maximum fee amount under the Agreement.
 - ii. When compensation amounts have been stated herein and it subsequently becomes apparent to FARNSWORTH GROUP that the total compensation amount thus estimated will be exceeded, FARNSWORTH GROUP shall give the CLIENT notice thereof, allowing the CLIENT to consider its options, including suspension or termination of FARNSWORTH GROUP's services for CLIENT's convenience. Upon notice, the CLIENT and FARNSWORTH GROUP promptly shall review the matter of services remaining to be performed and compensation for such services. The CLIENT shall either exercise its right to suspend or terminate FARNSWORTH GROUP's services for the CLIENT's convenience, agree to such compensation exceeding said maximum fee amount, or agree to a reduction in the remaining services to be rendered by FARNSWORTH GROUP, so that total compensation for such services will not exceed said maximum fee amount when such services are completed. If the CLIENT decides not to suspend FARNSWORTH GROUP's services during negotiations and FARNSWORTH GROUP exceeds the maximum fee amount before the CLIENT and FARNSWORTH GROUP have agreed to an increase in the compensation due FARNSWORTH GROUP or a reduction in the remaining services, then FARNSWORTH GROUP shall be paid for all services rendered hereunder.
- d. To the extent necessary to verify FARNSWORTH GROUP's charges and upon the CLIENT's timely request, FARNSWORTH GROUP shall make copies of such records available to the CLIENT at cost.

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

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

Farnsworth Group, Inc.

FARNSWORTH GROUP



Signature

Robert Kohlhasse

Typed Name

Principal

Title

11/22/16

Date

City of Bloomington

CLIENT

Signature

Typed Name

Title

Date

Witness Signature (if required)

Typed Name

Title

Date

Witness Signature (if required)

Typed Name

Title

Date

Shawn Maurer

Principal Contact Typed Name

smaurer@f-w.com, (309) 663-8435

Contact Information (e-mail, phone, etc.)

Principal Contact Typed Name

Contact Information (e-mail, phone, etc.)

Addendum to Scope of Services

City of Bloomington Water Department

Baseline Consultant Expectations:

1. Quality

- a. The Consultant shall design with constructability and ease of maintenance in mind and consult with the City to determine the required level(s) of performance and service.
- b. The quality of the construction plans shall reflect the percent complete when submitted to the City for review. All plans shall be reviewed for quality assurance / quality control prior to submittal to the City. The City will not design the project and shall resend back to the Consultant if the quality is substandard.

2. Customer Service / Communication

- a. During initial design phases, Consultant will discuss material decisions with the City. Material decisions shall include all major components of the project. For example, pumps, electrical controls, software, pipe materials, pavement designs, signal materials and erosion protection.
- b. Consistent communication with the Project Manager for the City is critical.
- c. Communication through email is preferred for record keeping purpose.
- d. If issues arise that prevent timelines from being met or cause additional costs in the design, it is critical that the consultant contact the city as soon as possible.
- e. Electronic files shall be provided to the City upon completion of the design.
- f. Quantity take-off and calculation sheets shall be provided for construction field inspection.

3. Project Management

- a. Extensive field work throughout the design is expected. An onsite "plan in hand" meeting shall be scheduled with the City during appropriate phases of the design.
- b. Consultants shall be expected to submit plans with sufficient time for City to provide an adequate review of the design. This City review time shall be built into the project schedule up front.
- c. As-built information provided from previous construction plans shall be used to supplement survey data. Comprehensive survey data collection shall be done to verify as much field information as possible.
- d. Consulting contracts shall include a timeline for completion of design. The timeline provided shall allow sufficient time for dealing with outside agencies and any public interaction.
- e. Invoices submitted to the City shall include project percent complete on billing, design and timeline progression.
- f. A monthly status report shall be provided which includes major items completed, major issues, potential extra work, change orders, out of scope issues, information required from the City and other relevant issues.

The Water Department shall hold an exit project interview upon the completion of the project construction. This meeting will discuss how the Consultant has performed in each of these three areas. Unfavorable performances shall impact the Consultant's selection on future City projects.

PAYROLL ESCALATION TABLE
FIXED RAISES

FIRM NAME
PRIME/SUPPLEMENT

Farnsworth Group, Inc.
Prime

DATE
PTB NO.

11/17/16
NA

CONTRACT TERM
START DATE
RAISE DATE

6 MONTHS
12/15/2016
4/1/2017

OVERHEAD RATE
COMPLEXITY FACTOR
% OF RAISE

168.02%
0
3.50%

ESCALATION PER YEAR

12/15/2016 - 4/1/2017

4 6

= 66.67%
= 1.0117

4/2/2017 - 6/1/2017

2 6

34.50%

The total escalation for this project would be:

1.17%

PAYROLL RATES

FIRM NAME
PRIME/SUPPLEMENT
PSB NO.

Farnsworth Group, Inc. DATE
Prime
NA

11/17/16

ESCALATION FACTOR

1.17%

CLASSIFICATION	CURRENT RATE	CALCULATED RATE
Principal/Vice President	\$81.02	\$81.96
Senior Engineering Manager/Senior Land Surveying Manager	\$58.92	\$59.61
Senior Technical Manager	\$56.83	\$57.49
Engineering Manager/Land Surveying Manager	\$50.01	\$50.60
Technical Manager	\$46.88	\$47.42
Design Manager/Government Affairs Manager	\$43.65	\$44.15
Senior Project Engineer/Senior Project Land Surveyor	\$43.01	\$43.52
Senior Project Designer/Systems Integration Manager	\$42.54	\$43.03
Project Engineer/Project Land Surveyor	\$37.32	\$37.76
Project Designer/Project Technician	\$36.17	\$36.59
Senior Engineer/Senior Land Surveyor	\$34.93	\$35.34
Senior Designer	\$32.00	\$32.38
Engineer/Land Surveyor	\$31.86	\$32.23
Designer/Computer Specialist/Lead Technician	\$29.77	\$30.12
Engineering Intern II	\$28.85	\$29.18
Chief Technician	\$26.83	\$27.14
Engineering Intern I	\$26.15	\$26.46
Administrative Support	\$24.78	\$25.07
Senior Technician	\$22.33	\$22.59
Technician II	\$20.26	\$20.49
Technician I	\$15.52	\$15.70
		\$0.00
		\$0.00
		\$0.00

Subconsultants

FIRM NAME Farnsworth Group, Inc.
PRIME/SUPPLEMENT Prime
PSB NO. NA

DATE 11/17/16

NAME	Direct Labor Total	Contribution to Prime Consultant
------	--------------------	----------------------------------

0.00

0.00

0.00

0.00

0.00

0.00

0.00

0.00

Total

0.00

0.00

Appendix

11/22/16

1.6802

0

DBE 0.00%

- Task 1: Project Coordination – Client Project Coordination, Preliminary Engineering Investigation, Existing Plans Review, City Standards Compliance Review
- Task 2: Topographic Survey, Utility locate review & incorporation.
- Task 3: Design Phase Services, Permitting Services
- Task 4: Bidding Phase Documents and Support
- Task 5: Meetings and Project Support Services

Farnsworth Group, Inc.

NA

Prime

DATE 11/22/16

SHEETS

1 OF 1

TOTALS

Task 2: Topographic Survey. Utility locate review & incorporation.

Task 3: Design Phase Services, Permitting Services

Task 4: Bidding Phase Documents and Support

Task 5: Meetings and Project Support Services

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

LEGEND



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

Date: November 21, 2016

Client: City of Bloomington

Project: Water Main Replacement Design

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 or 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

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,

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 CLIENT'S right to use the documents for municipal purpose, including but not limited to the CLINET'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

Professional Services Agreement - General Conditions

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.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/22/2016

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

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

PRODUCER Cottingham & Butler Robert Heath 800 Main St. Dubuque IA 52001		CONTACT NAME: PHONE (A/C, No, Ext): 563-587-5000 FAX (A/C, No): 563-583-7339 E-MAIL: ADDRESS:	
INSURED Farnsworth Group, Inc. 2709 McGraw Drive Bloomington IL 61704		INSURER(S) AFFORDING COVERAGE INSURER A: The Phoenix Insurance Company INSURER B: Hartford Fire Insurance Company INSURER C: Travelers Property Casualty Company INSURER D: Twin City Fire Insurance Co. INSURER E: INSURER F:	
FARN GRO-01		NAIC # 25623 19682 25674 29459	

COVERAGES

CERTIFICATE NUMBER: 372472448

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
B	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☒ PRO-JECT ☒ LOC OTHER:			83 UEN OB 8121	1/1/2017	4/1/2017	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
B	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS			83UENOB8122	1/1/2017	4/1/2017	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	☒ UMBRELLA LIAB ☒ EXCESS LIAB ☐ DED ☐ RETENTION \$ ☒ OCCUR ☐ CLAIMS-MADE			ZUP-61M71617-17-NF	1/1/2017	4/1/2018	EACH OCCURRENCE \$6,000,000 AGGREGATE \$6,000,000 \$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☐ N/A		83WEOB8120	1/1/2017	4/1/2017	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
A A	Property Inland Marine			630 2H074452 PHX 630 2H074452 PHX	6/15/2016 6/15/2016	6/15/2017 6/15/2017	BPP Limit \$3,485,000 Building \$5,054,734 Rented/Leased \$50,000

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

#0161606.02 Szarek Drive Water Main Replacement

CERTIFICATE HOLDER

City of Bloomington, Water Department
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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**AGREEMENT FOR PROFESSIONAL SERVICES
COST PLUS FIXED FEE**

This Agreement is effective this ³ day of ^{January} ~~November~~ in the year ²⁰¹⁷ ~~2016~~, between Farnsworth Group, Inc., hereinafter referred to as FARNSWORTH GROUP, of 2709 McGraw Drive, Bloomington, IL 61704, and the City of Bloomington, hereinafter referred to as CLIENT, of 109 East Olive, Bloomington, IL 61701.

By signing this Agreement, CLIENT retains FARNSWORTH GROUP to provide professional services in connection with **"City of Bloomington Cloud Street Water Main Replacement Project"** hereinafter referred to as PROJECT.

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

1. Replacement of approximately 470 feet of six-inch diameter water main and 860 feet of four-inch diameter water main on Cloud Street from McGregor Street to Vale Street with a new eight-inch diameter water main.
2. Replacement of existing associated valves, fittings, fire hydrants, and other appurtenances.
3. Additional fire hydrants as required to meet City standards for spacing.
4. Connection of existing service lines to new curb stops.
5. Tie-in to existing 12-inch water main on McGregor Street, 4-inch water mains on Kreitzer Avenue, Florence Avenue, and Wach Drive, six-inch water main on Ryan Drive, and 4-inch and 6-inch water mains on Vale Street.
6. Associated pavement removal, excavation, backfilling, compaction, surface restoration, pavement patching, and testing in accordance with City Standards.

By this Agreement:

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

1. Review CLIENT's existing data, maps, plans and other information pertaining to the PROJECT. CLIENT shall provide such information upon approval of this agreement.
2. Conduct topographic survey of the PROJECT location. Determine locations of surface utility features from field observations of existing surface features.
3. Complete an engineering JULIE utility location request for existing utility location information. FARNSWORTH GROUP shall incorporate utility information from CLIENT, JULIE provided utility maps, and field surface observations for incorporation into the project plans.
4. Develop utility coordination, engineering plans, specifications, and construction cost opinions for the project. Engineering plans shall be at a 1-inch to 20-foot scale and include both a plan and profile of the proposed improvements.

5. Develop a sequence of construction to achieve construction, disinfection, testing, and service tap-overs with minimal interruption of service to customers.
6. Prepare permit documents for the following entities:
 - a. Illinois Environmental Protection Agency (IEPA) for Construction Permit
7. Prepare bidding and construction documents for CLIENT's use in bid letting.
8. Assist CLIENT with questions from prospective bidder's during the CLIENT's bid letting.
9. Conduct two (2) CLIENT coordination meetings. The first meeting is planned to be an initial project coordination meeting to define and clarify CLIENT's requirements, obtain available data and information, and discuss alternatives and evaluation with City staff. The second meeting is planned to review 75% construction documents with City staff.

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

1. Progress submittal (75%) of preliminary design plans, bidding documents, and cost opinion to be submitted to CLIENT in Adobe PDF format within 90 days of agreement.
2. Final submittal of professionally sealed design plans, bidding documents, and cost opinion to be submitted to CLIENT in Adobe PDF format within 30 days of receipt of 75% Review comments from CLIENT.
3. Permit documents to be submitted to CLIENT in Microsoft Word and Adobe PDF format along with final submittal of plans and bidding documents.

C. 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 \$ 27,850, plus Reimbursable Expenses of \$ 930, plus FARNSWORTH GROUP's Sub-Consultant's charges, if any, of \$0, plus a Fixed Fee of \$4,160. The total compensation for services shall be a Maximum Not-to-Exceed amount of \$ 32,940 based on the Cost Estimate and Man-Hour Breakdown attached as Appendix 1.

3. FARNSWORTH GROUP's Reimbursable Expenses Schedule is attached as Appendix 2.
4. FARNSWORTH GROUP may alter the distribution of compensation between the individual tasks of the work noted to be consistent with services actually rendered, but shall not exceed the total compensation amount unless approved by the CLIENT.
5. The total compensation for FARNSWORTH GROUP's services incorporates all labor, overhead, fixed fees, reimbursable expenses, and FARNSWORTH GROUP's Consultant's charges.
6. The portion of the amounts billed for FARNSWORTH GROUP's services will be based on the applicable Direct Labor Costs for the cumulative hours charged to the PROJECT during the billing period by FARNSWORTH GROUP's employees plus overhead, Reimbursable Expenses, FARNSWORTH GROUP's Consultant's charges, and the proportionate portion of the Fixed Fee.
7. Direct Labor Costs means salaries and wages paid to employees but does not include payroll-related costs or benefits.
8. Overhead includes the cost of customary and statutory benefits including, but not limited to, social security contributions, unemployment, excise and payroll taxes, workers' compensation, health and retirement benefits, bonuses, sick leave, vacation, and holiday pay applicable thereto; the cost of general and administrative overhead which includes salaries and wages of employees engaged in business operations not directly chargeable to projects, plus non-Project operating costs, including but not limited to, business taxes, legal, rent, utilities, office supplies, insurance, and other operating costs. Overhead shall be computed as a percentage of Direct Labor Costs. Fixed Fee is the lump sum amount paid to FARNSWORTH GROUP by the CLIENT as a margin or profit and will only be adjusted by an amendment to this agreement.
9. Direct Labor Costs and Overhead applied to Direct Labor Costs along with the Maximum Not-to-Exceed Fee will be adjusted annually (as of April 2nd) to reflect equitable changes in the compensation payable to FARNSWORTH GROUP.
10. Compensation for Reimbursable Expenses
 - a. CLIENT shall pay FARNSWORTH GROUP for all Reimbursable Expenses at rates set forth in Appendix 2.
 - b. Reimbursable Expenses include the following categories: transportation and subsistence incidental thereto; providing and maintaining field office facilities including furnishings and utilities; toll telephone calls and mobile phone charges, reproduction of reports, drawings, specifications, bidding documents, and similar PROJECT-related items in addition to those required in Paragraph A for the scope of services above. In addition, if authorized in advance by the CLIENT, Reimbursable Expenses will also include expenses incurred for the use of highly specialized equipment.

- c. The amounts payable to FARNSWORTH GROUP for Reimbursable Expenses will be the PROJECT-related internal expenses actually incurred or allocated by FARNSWORTH GROUP, plus all invoiced external Reimbursable Expenses allocable to the PROJECT, the latter multiplied by a factor of 1.10.
- d. The Reimbursable Expenses Schedule will be adjusted annually (as of January 1st) to reflect equitable changes in the compensation payable to FARNSWORTH GROUP.

11. Other Provisions Concerning Payment

- a. Whenever FARNSWORTH GROUP is entitled to compensation for the charges of FARNSWORTH GROUP's Sub-Consultants, those charges shall be the amounts billed by Sub-Consultants to FARNSWORTH GROUP times a factor of 1.10.
- b. Factors: The external Reimbursable Expenses and FARNSWORTH GROUP's Sub-Consultant's factors include FARNSWORTH GROUP's overhead and profit associated with FARNSWORTH GROUP's responsibility for the administration of such services and costs.
- c. Compensation Amounts:
 - i. FARNSWORTH GROUP's fee amounts that will become payable for specified services are only estimates for planning purposes for establishment of the not-to-exceed maximum fee amount under the Agreement.
 - ii. When compensation amounts have been stated herein and it subsequently becomes apparent to FARNSWORTH GROUP that the total compensation amount thus estimated will be exceeded, FARNSWORTH GROUP shall give the CLIENT notice thereof, allowing the CLIENT to consider its options, including suspension or termination of FARNSWORTH GROUP's services for CLIENT's convenience. Upon notice, the CLIENT and FARNSWORTH GROUP promptly shall review the matter of services remaining to be performed and compensation for such services. The CLIENT shall either exercise its right to suspend or terminate FARNSWORTH GROUP's services for the CLIENT's convenience, agree to such compensation exceeding said maximum fee amount, or agree to a reduction in the remaining services to be rendered by FARNSWORTH GROUP, so that total compensation for such services will not exceed said maximum fee amount when such services are completed. If the CLIENT decides not to suspend FARNSWORTH GROUP's services during negotiations and FARNSWORTH GROUP exceeds the maximum fee amount before the CLIENT and FARNSWORTH GROUP have agreed to an increase in the compensation due FARNSWORTH GROUP or a reduction in the remaining services, then

FARNSWORTH GROUP shall be paid for all services rendered hereunder.

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

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

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

Farnsworth Group, Inc.

FARNSWORTH GROUP

Robert C. Kohlhasse

Signature

Robert Kohlhasse

Typed Name

Principal

Title

11/22/16

Date

City of Bloomington

CLIENT

Signature

Typed Name

Title

Date

Witness Signature (if required)

Typed Name

Title

Date

Witness Signature (if required)

Typed Name

Title

Date

Shawn Maurer

Principal Contact Typed Name

smaurer@f-w.com, (309) 663-8435

Contact Information (e-mail, phone, etc.)

Principal Contact Typed Name

Contact Information (e-mail, phone, etc.)

Addendum to Scope of Services

City of Bloomington Water Department

Baseline Consultant Expectations:

1. Quality

- a. The Consultant shall design with constructability and ease of maintenance in mind and consult with the City to determine the required level(s) of performance and service.
- b. The quality of the construction plans shall reflect the percent complete when submitted to the City for review. All plans shall be reviewed for quality assurance / quality control prior to submittal to the City. The City will not design the project and shall resend back to the Consultant if the quality is substandard.

2. Customer Service / Communication

- a. During initial design phases, Consultant will discuss material decisions with the City. Material decisions shall include all major components of the project. For example, pumps, electrical controls, software, pipe materials, pavement designs, signal materials and erosion protection.
- b. Consistent communication with the Project Manager for the City is critical.
- c. Communication through email is preferred for record keeping purpose.
- d. If issues arise that prevent timelines from being met or cause additional costs in the design, it is critical that the consultant contact the city as soon as possible.
- e. Electronic files shall be provided to the City upon completion of the design.
- f. Quantity take-off and calculation sheets shall be provided for construction field inspection.

3. Project Management

- a. Extensive field work throughout the design is expected. An onsite "plan in hand" meeting shall be scheduled with the City during appropriate phases of the design.
- b. Consultants shall be expected to submit plans with sufficient time for City to provide an adequate review of the design. This City review time shall be built into the project schedule up front.
- c. As-built information provided from previous construction plans shall be used to supplement survey data. Comprehensive survey data collection shall be done to verify as much field information as possible.
- d. Consulting contracts shall include a timeline for completion of design. The timeline provided shall allow sufficient time for dealing with outside agencies and any public interaction.
- e. Invoices submitted to the City shall include project percent complete on billing, design and timeline progression.
- f. A monthly status report shall be provided which includes major items completed, major issues, potential extra work, change orders, out of scope issues, information required from the City and other relevant issues.

The Water Department shall hold an exit project interview upon the completion of the project construction. This meeting will discuss how the Consultant has performed in each of these three areas. Unfavorable performances shall impact the Consultant's selection on future City projects.

PAYROLL ESCALATION TABLE FIXED RAISES

FIRM NAME
PRIME/SUPPLEMENT

Farnsworth Group, Inc.
Prime

DATE 11/17/16
PTB NO. NA

OVERHEAD RATE 168.02%
COMPLEXITY FACTOR 0
% OF RAISE 3.50%

6 MONTHS
12/15/2016
4/1/2017

CONTRACT TERM
START DATE
RAISE DATE

ESCALATION PER YEAR

12/15/2016 - 4/1/2017	4/2/2017 - 6/1/2017		
4	2		
6	6		

= 66.67%
= 1.0117

34.50%

The total escalation for this project would be:

1.17%

PAYROLL RATES

FIRM NAME
PRIME/SUPPLEMENT
PSB NO.

Farnsworth Group, Inc. DATE

11/17/16PrimeNA

ESCALATION FACTOR

1.17%

CLASSIFICATION	CURRENT RATE	CALCULATED RATE
Principal/Vice President	\$81.02	\$81.96
Senior Engineering Manager/Senior Land Surveying Manager	\$58.92	\$59.61
Senior Technical Manager	\$56.83	\$57.49
Engineering Manager/Land Surveying Manager	\$50.01	\$50.60
Technical Manager	\$46.88	\$47.42
Design Manager/Government Affairs Manager	\$43.65	\$44.15
Senior Project Engineer/Senior Project Land Surveyor	\$43.01	\$43.52
Senior Project Designer/Systems Integration Manager	\$42.54	\$43.03
Project Engineer/Project Land Surveyor	\$37.32	\$37.76
Project Designer/Project Technician	\$36.17	\$36.59
Senior Engineer/Senior Land Surveyor	\$34.93	\$35.34
Senior Designer	\$32.00	\$32.38
Engineer/Land Surveyor	\$31.86	\$32.23
Designer/Computer Specialist/Lead Technician	\$29.77	\$30.12
Engineering Intern II	\$28.85	\$29.18
Chief Technician	\$26.83	\$27.14
Engineering Intern I	\$26.15	\$26.46
Administrative Support	\$24.78	\$25.07
Senior Technician	\$22.33	\$22.59
Technician II	\$20.26	\$20.49
Technician I	\$15.52	\$15.70
		\$0.00
		\$0.00
		\$0.00

Subconsultants

FIRM NAME Farnsworth Group, Inc.
PRIME/SUPPLEMENT Prime
PSB NO. NA

DATE 11/17/16

NAME	Direct Labor Total	Contribution to Prime Consultant
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0.00
0.00
0.00
0.00
0.00
0.00
0.00
0.00
0.00

Total 0.00 0.00

11/22/16

DBE 0.00%

Task 1: Project Coordination – Client Project Coordination, Preliminary Engineering Investigation, Existing Plans Review, City Standards Compliance Review

Task 2: Topographic Survey, Utility locate review & Incorporation.

Task 3: Design Phase Services, Permitting Services

Task 4: Bidding Phase Documents and Support

Task 5: Meetings and Project Support Services

Farnsworth Group, Inc.

NA

Prime

DATE 11/22/16

SHEET 1 OF 1

PAYROLL		TOTAL PROJECT RATES																	
CLASSIFICATION	AVG HOURLY RATES	Hours			Task 1			Task 2			Task 3			Task 4			Task 5		
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg
Principal/Vice President	81.96	24	9.11%	7.47	4	25.00%	20.49												
Senior Engineering Manager/Senior Land Surveying Manager	59.61	0																	
Senior Technical Manager	57.49	0																	
Engineering Manager/Land Surveying Manager	50.60	0																	
Technical Manager	47.42	0				2.00%													
Design Manager/Government Affairs Manager	44.15	0																	
Senior Project Engineer/Senior Project Land Surveyor	43.52	108	40.99%	17.84	12	75.00%	32.64	4	6.96%	3.03	44	38.60%	16.80	24	66.67%	29.01	24	75.00%	32.64
Senior Project Designer/Systems Integration Manager	43.03	1	0.38%	0.16	1	1.74%	0.75	1	1.74%	0.75									
Project Engineer/Project Land Surveyor	37.76	0.5	0.19%	0.07			0.33	0.5	0.87%	0.33									
Project Designer/Project Technician	36.59	0																	
Senior Engineer/Senior Land Surveyor	35.34	0																	
Senior Designer	32.38	0																	
Engineer/Land Surveyor	32.23	0																	
Designer/Computer Specialists/Lead Technician	30.12	74	28.08%	8.46				12	20.87%	6.29	62	54.39%	16.38						
Engineering Intern II	29.18	0																	
Chief Technician	27.14	32	12.14%	3.30			15.11	32	55.65%	15.11									
Engineering Intern I	26.46	0																	
Administrative Support	25.07	16	6.07%	1.52							8	7.02%	1.76	8	22.22%	5.57			
Senior Technician	22.59	0																	
Technician II	20.49	8	3.04%	0.62			2.85	8	13.91%	2.85									
Technician I	15.70	0																	
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Task 1: Project Coordination - Client Project Coordination Preliminary Engineering Investigation, Existing Plans Review, City Standards Compliance Review

Task 1: Project Coordination - Client Project Coordination, Planning

Task 3: Design Phase Services, Permitting Services

Task 4: Bidding Phase Documents and Support

Task 5: Meetings and Project Support Services

TODAY'S DATE: 11/15/2016

BDE 436 (Rev. 07/06/16)



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

Date: November 21, 2016

Client: City of Bloomington

Project: Water Main Replacement Design

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 CLIENT'S right to use the documents for municipal purpose, including but not limited to the CLINET'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

Professional Services Agreement - General Conditions

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.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/22/2016

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

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

PRODUCER Cottingham & Butler Robert Heath 800 Main St. Dubuque IA 52001		CONTACT NAME: PHONE (A/C, No, Ext): 563-587-5000 FAX (A/C, No): 563-583-7339 E-MAIL ADDRESS:															
INSURED Farnsworth Group, Inc. 2709 McGraw Drive Bloomington IL 61704		INSURER(S) AFFORDING COVERAGE <table border="1"><thead><tr><th>INSURER</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A: The Phoenix Insurance Company</td><td>25623</td></tr><tr><td>INSURER B: Hartford Fire Insurance Company</td><td>19682</td></tr><tr><td>INSURER C: Travelers Property Casualty Company</td><td>25674</td></tr><tr><td>INSURER D: Twin City Fire Insurance Co.</td><td>29459</td></tr><tr><td>INSURER E:</td><td></td></tr><tr><td>INSURER F:</td><td></td></tr></tbody></table>		INSURER	NAIC #	INSURER A: The Phoenix Insurance Company	25623	INSURER B: Hartford Fire Insurance Company	19682	INSURER C: Travelers Property Casualty Company	25674	INSURER D: Twin City Fire Insurance Co.	29459	INSURER E:		INSURER F:	
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INSURER F:																	

COVERAGES

CERTIFICATE NUMBER: 282883968

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														
B	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☒ PRO-JECT ☒ LOC ☐ OTHER:			83 UEN OB 8121	1/1/2017	4/1/2017	<table border="1"><tr><td>EACH OCCURRENCE</td><td>\$1,000,000</td></tr><tr><td>DAMAGE TO RENTED PREMISES (Ea occurrence)</td><td>\$300,000</td></tr><tr><td>MED EXP (Any one person)</td><td>\$10,000</td></tr><tr><td>PERSONAL & ADV INJURY</td><td>\$1,000,000</td></tr><tr><td>GENERAL AGGREGATE</td><td>\$2,000,000</td></tr><tr><td>PRODUCTS - COMP/OP AGG</td><td>\$2,000,000</td></tr><tr><td></td><td>\$</td></tr></table>	EACH OCCURRENCE	\$1,000,000	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$300,000	MED EXP (Any one person)	\$10,000	PERSONAL & ADV INJURY	\$1,000,000	GENERAL AGGREGATE	\$2,000,000	PRODUCTS - COMP/OP AGG	\$2,000,000		\$
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	\$																				
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) if yes, describe under DESCRIPTION OF OPERATIONS below Y/N ☐ N/A			83WEOB8120	1/1/2017	4/1/2017	<table border="1"><tr><td>☒ PER STATUTE ☐ OTH-ER</td><td></td></tr><tr><td>E.L. EACH ACCIDENT</td><td>\$1,000,000</td></tr><tr><td>E.L. DISEASE - EA EMPLOYEE</td><td>\$1,000,000</td></tr><tr><td>E.L. DISEASE - POLICY LIMIT</td><td>\$1,000,000</td></tr></table>	☒ PER STATUTE ☐ OTH-ER		E.L. EACH ACCIDENT	\$1,000,000	E.L. DISEASE - EA EMPLOYEE	\$1,000,000	E.L. DISEASE - POLICY LIMIT	\$1,000,000						
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A A	Property Inland Marine			630 2H074452 PHX 630 2H074452 PHX	6/15/2016 6/15/2016	6/15/2017 6/15/2017	<table border="1"><tr><td>BPP Limit</td><td>\$3,485,000</td></tr><tr><td>Building</td><td>\$5,054,734</td></tr><tr><td>Rented/Leased</td><td>\$50,000</td></tr></table>	BPP Limit	\$3,485,000	Building	\$5,054,734	Rented/Leased	\$50,000								
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DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

#0161606.01 Cloud Street Water Main Replacement

CERTIFICATE HOLDER

City of Bloomington, Water Department
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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**AGREEMENT FOR PROFESSIONAL SERVICES
COST PLUS FIXED FEE**

This Agreement is effective this 23 day of January in the year 2017, between Farnsworth Group, Inc., hereinafter referred to as FARNSWORTH GROUP, of 2709 McGraw Drive, Bloomington, IL 61704, and the City of Bloomington, hereinafter referred to as CLIENT, of 109 East Olive, Bloomington, IL 61701.

By signing this Agreement, CLIENT retains FARNSWORTH GROUP to provide professional services in connection with "**City of Bloomington Fleetwood Subdivision Water Main Replacement Project**" hereinafter referred to as PROJECT.

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

1. Replacement of approximately 1,190 feet of six-inch water main on Fleetwood Drive.
2. Replacement of approximately 1,230 feet of water main on Mays Drive.
3. Replacement of approximately 1,910 feet of water main on Parkview Drive.
4. Replacement of existing associated valves, fittings, fire hydrants, and other appurtenances.
5. Additional fire hydrants as required to meet City standards for spacing.
6. Connection of service lines to new water main and curb stops.
7. Tie-in to existing water mains on Parkview Drive at Mays Drive, on Mays Drive at Towanda Avenue, and on Fleetwood Drive at Towanda Avenue.
8. All associated pavement removal, excavation, backfilling, compaction, surface restoration, pavement patching, and testing in accordance with City Standards.

By this Agreement:

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

1. Review CLIENT's existing data, maps, plans and other information pertaining to the PROJECT. CLIENT shall provide such information upon approval of this agreement.
2. Conduct topographic survey of the PROJECT location. Determine locations of surface utility features from field observations of existing surface features.
3. Complete an engineering JULIE utility location request for existing utility location information. FARNSWORTH GROUP shall incorporate utility information from CLIENT, JULIE provided utility maps, and field surface observations for incorporation into the project plans.
4. Develop utility coordination, engineering plans, specifications, and construction cost opinions for the project. Engineering plans shall be at a 1-inch to 20-feet scale and include both a plan and profile of the proposed improvements.
5. Develop a sequence of construction to achieve construction, disinfection, testing, and service tap-overs with minimal interruption of service to customers.

6. Prepare permit documents for the following entities:
 - a. Illinois Environmental Protection Agency (IEPA) for Construction Permit
 7. Prepare bidding and construction documents for CLIENT's use in bid letting.
 8. Assist CLIENT with questions from prospective bidder's during the CLIENT's bid letting.
 9. Conduct two (2) CLIENT coordination meetings. The first meeting is planned to be an initial project coordination meeting to define and clarify CLIENT's requirements, obtain available data and information, and discuss alternatives and evaluation with City staff. The second meeting is planned to review 75% construction documents with City staff.
- B. PROJECT deliverables and estimated schedule for FARNSWORTH GROUP's services on the PROJECT is as follows:
1. Progress submittal (75%) of preliminary design plans, bidding documents, and cost opinion to be submitted to CLIENT in Adobe PDF format within 90 days of agreement.
 2. Final submittal of professionally sealed design plans, bidding documents, and cost opinion to be submitted to CLIENT in Adobe PDF format within 30 days of receipt of 75% Review comments from CLIENT.
 3. Permit documents to be submitted to CLIENT in Microsoft Word and Adobe PDF format along with final submittal of plans and bidding documents.
- C. 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 \$ 54,765, plus Reimbursable Expenses of \$ 2,430, plus FARNSWORTH GROUP's Sub-Consultant's charges, if any, of \$0, plus a Fixed Fee of \$8,175. The total compensation for services shall be a Maximum Not-to-Exceed amount of \$ 65,370 based on the Cost Estimate and Man-Hour Breakdown attached as Appendix 1.
 3. FARNSWORTH GROUP's Reimbursable Expenses Schedule is attached as Appendix 2.

4. FARNSWORTH GROUP may alter the distribution of compensation between the individual tasks of the work noted to be consistent with services actually rendered, but shall not exceed the total compensation amount unless approved by the CLIENT.
5. The total compensation for FARNSWORTH GROUP's services incorporates all labor, overhead, fixed fees, reimbursable expenses, and FARNSWORTH GROUP's Consultant's charges.
6. The portion of the amounts billed for FARNSWORTH GROUP's services will be based on the applicable Direct Labor Costs for the cumulative hours charged to the PROJECT during the billing period by FARNSWORTH GROUP's employees plus overhead, Reimbursable Expenses, FARNSWORTH GROUP's Consultant's charges, and the proportionate portion of the Fixed Fee.
7. Direct Labor Costs means salaries and wages paid to employees but does not include payroll-related costs or benefits.
8. Overhead includes the cost of customary and statutory benefits including, but not limited to, social security contributions, unemployment, excise and payroll taxes, workers' compensation, health and retirement benefits, bonuses, sick leave, vacation, and holiday pay applicable thereto; the cost of general and administrative overhead which includes salaries and wages of employees engaged in business operations not directly chargeable to projects, plus non-Project operating costs, including but not limited to, business taxes, legal, rent, utilities, office supplies, insurance, and other operating costs. Overhead shall be computed as a percentage of Direct Labor Costs. Fixed Fee is the lump sum amount paid to FARNSWORTH GROUP by the CLIENT as a margin or profit and will only be adjusted by an amendment to this agreement.
9. Direct Labor Costs and Overhead applied to Direct Labor Costs along with the Maximum Not-to-Exceed Fee will be adjusted annually (as of April 2nd) to reflect equitable changes in the compensation payable to FARNSWORTH GROUP.
10. Compensation for Reimbursable Expenses
 - a. CLIENT shall pay FARNSWORTH GROUP for all Reimbursable Expenses at rates set forth in Appendix 2.
 - b. Reimbursable Expenses include the following categories: transportation and subsistence incidental thereto; providing and maintaining field office facilities including furnishings and utilities; toll telephone calls and mobile phone charges, reproduction of reports, drawings, specifications, bidding documents, and similar PROJECT-related items in addition to those required in Paragraph A for the scope of services above. In addition, if authorized in advance by the CLIENT, Reimbursable Expenses will also include expenses incurred for the use of highly specialized equipment.
 - c. The amounts payable to FARNSWORTH GROUP for Reimbursable Expenses will be the PROJECT-related internal expenses actually

incurred or allocated by FARNSWORTH GROUP, plus all invoiced external Reimbursable Expenses allocable to the PROJECT, the latter multiplied by a factor of 1.10.

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

11. Other Provisions Concerning Payment

- a. Whenever FARNSWORTH GROUP is entitled to compensation for the charges of FARNSWORTH GROUP's Sub-Consultants, those charges shall be the amounts billed by Sub-Consultants to FARNSWORTH GROUP times a factor of 1.10.
- b. Factors: The external Reimbursable Expenses and FARNSWORTH GROUP's Sub-Consultant's factors include FARNSWORTH GROUP's overhead and profit associated with FARNSWORTH GROUP's responsibility for the administration of such services and costs.
- c. Compensation Amounts:
 - i. FARNSWORTH GROUP's fee amounts that will become payable for specified services are only estimates for planning purposes for establishment of the not-to-exceed maximum fee amount under the Agreement.
 - ii. When compensation amounts have been stated herein and it subsequently becomes apparent to FARNSWORTH GROUP that the total compensation amount thus estimated will be exceeded, FARNSWORTH GROUP shall give the CLIENT notice thereof, allowing the CLIENT to consider its options, including suspension or termination of FARNSWORTH GROUP's services for CLIENT's convenience. Upon notice, the CLIENT and FARNSWORTH GROUP promptly shall review the matter of services remaining to be performed and compensation for such services. The CLIENT shall either exercise its right to suspend or terminate FARNSWORTH GROUP's services for the CLIENT's convenience, agree to such compensation exceeding said maximum fee amount, or agree to a reduction in the remaining services to be rendered by FARNSWORTH GROUP, so that total compensation for such services will not exceed said maximum fee amount when such services are completed. If the CLIENT decides not to suspend FARNSWORTH GROUP's services during negotiations and FARNSWORTH GROUP exceeds the maximum fee amount before the CLIENT and FARNSWORTH GROUP have agreed to an increase in the compensation due FARNSWORTH GROUP or a reduction in the remaining services, then FARNSWORTH GROUP shall be paid for all services rendered hereunder.

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

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

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

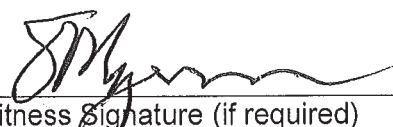
Farnsworth Group, Inc.
FARNSWORTH GROUP

Signature

Robert Kohlhasse
Typed Name

Principal
Title

11/22/16
Date


Witness Signature (if required)

Steve Myers PE
Typed Name

Principal
Title

11/22/16
Date

Shawn Maurer
Principal Contact Typed Name

smaurer@f-w.com, (309) 663-8435
Contact Information (e-mail, phone, etc.)

City of Bloomington
CLIENT

Signature

Typed Name

Title

Date

Witness Signature (if required)

Typed Name

Title

Date

Principal Contact Typed Name

Contact Information (e-mail, phone, etc.)

Addendum to Scope of Services

City of Bloomington Water Department

Baseline Consultant Expectations:

1. Quality

- a. The Consultant shall design with constructability and ease of maintenance in mind and consult with the City to determine the required level(s) of performance and service.
- b. The quality of the construction plans shall reflect the percent complete when submitted to the City for review. All plans shall be reviewed for quality assurance / quality control prior to submittal to the City. The City will not design the project and shall resend back to the Consultant if the quality is substandard.

2. Customer Service / Communication

- a. During initial design phases, Consultant will discuss material decisions with the City. Material decisions shall include all major components of the project. For example, pumps, electrical controls, software, pipe materials, pavement designs, signal materials and erosion protection.
- b. Consistent communication with the Project Manager for the City is critical.
- c. Communication through email is preferred for record keeping purpose.
- d. If issues arise that prevent timelines from being met or cause additional costs in the design, it is critical that the consultant contact the city as soon as possible.
- e. Electronic files shall be provided to the City upon completion of the design.
- f. Quantity take-off and calculation sheets shall be provided for construction field inspection.

3. Project Management

- a. Extensive field work throughout the design is expected. An onsite "plan in hand" meeting shall be scheduled with the City during appropriate phases of the design.
- b. Consultants shall be expected to submit plans with sufficient time for City to provide an adequate review of the design. This City review time shall be built into the project schedule up front.
- c. As-built information provided from previous construction plans shall be used to supplement survey data. Comprehensive survey data collection shall be done to verify as much field information as possible.
- d. Consulting contracts shall include a timeline for completion of design. The timeline provided shall allow sufficient time for dealing with outside agencies and any public interaction.
- e. Invoices submitted to the City shall include project percent complete on billing, design and timeline progression.
- f. A monthly status report shall be provided which includes major items completed, major issues, potential extra work, change orders, out of scope issues, information required from the City and other relevant issues.

The Water Department shall hold an exit project interview upon the completion of the project construction. This meeting will discuss how the Consultant has performed in each of these three areas. Unfavorable performances shall impact the Consultant's selection on future City projects.

PAYROLL ESCALATION TABLE FIXED RAISES

FIRM NAME
PRIME/SUPPLEMENT

Farnsworth Group, Inc.
Prime

CONTRACT TERM
START DATE
RAISE DATE

DATE
PTB NO.

11/17/16
NA

OVERHEAD RATE
COMPLEXITY FACTOR
% OF RAISE

6 MONTHS

12/15/2016
4/1/2017

168.02%
0
3.50%

ESCALATION PER YEAR

12/15/2016 - 4/1/2017

4

6

= 66.67%
= 1.0117

4/2/2017 - 6/1/2017

2

6

34.50%

The total escalation for this project would be:

1.17%

PAYROLL RATES

FIRM NAME
PRIME/SUPPLEMENT
PSB NO.

Farnsworth Group, Inc. DATE
Prime
NA

11/17/16

ESCALATION FACTOR

1.17%

CLASSIFICATION	CURRENT RATE	CALCULATED RATE
Principal/Vice President	\$81.02	\$81.96
Senior Engineering Manager/Senior Land Surveying Manager	\$58.92	\$59.61
Senior Technical Manager	\$56.83	\$57.49
Engineering Manager/Land Surveying Manager	\$50.01	\$50.60
Technical Manager	\$46.88	\$47.42
Design Manager/Government Affairs Manager	\$43.65	\$44.15
Senior Project Engineer/Senior Project Land Surveyor	\$43.01	\$43.52
Senior Project Designer/Systems Integration Manager	\$42.54	\$43.03
Project Engineer/Project Land Surveyor	\$37.32	\$37.76
Project Designer/Project Technician	\$36.17	\$36.59
Senior Engineer/Senior Land Surveyor	\$34.93	\$35.34
Senior Designer	\$32.00	\$32.38
Engineer/Land Surveyor	\$31.86	\$32.23
Designer/Computer Specialist/Lead Technician	\$29.77	\$30.12
Engineering Intern II	\$28.85	\$29.18
Chief Technician	\$26.83	\$27.14
Engineering Intern I	\$26.15	\$26.46
Administrative Support	\$24.78	\$25.07
Senior Technician	\$22.33	\$22.59
Technician II	\$20.26	\$20.49
Technician I	\$15.52	\$15.70
		\$0.00
		\$0.00
		\$0.00

Subconsultants

FIRM NAME Farnsworth Group, Inc.
PRIME/SUPPLEMENT Prime
PSB NO. NA

DATE 11/17/16

NAME	Direct Labor Total	Contribution to Prime Consultant
------	--------------------	----------------------------------

0.00

0.00

0.00

0.00

0.00

0.00

0.00

0.00

Total

0.00

0.00

11/22/16

DBE 0.00%

- Task 1: Project Coordination - Client Project Coordination, Preliminary Engineering Investigation, Existing Plans Review, City Standards Compliance Review
- Task 2: Topographic Survey, Utility locate review & incorporation.
- Task 3: Design Phase Services, Permitting Services
- Task 4: Bidding Phase Documents and Support
- Task 5: Meetings and Project Support Services

AVERAGE HOURLY PROJECT RATES

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

DATE 11/22/16

LEHS

PAYROLL		AVG	TOTAL PROJECT RATES										Task 1			Task 2			Task 3			Task 4			Task 5		
CLASSIFICATION			HOURLY RATES	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg			
Principal/Vice President			81.96	44	7.58%	6.20	12	33.33%	27.32							24	7.19%	5.89	4	10.00%	8.20	4	11.11%	9.11			
Senior Engineering Manager/Senior Land Surveying Manager			59.61	0																							
Senior Technical Manager			57.49	0																							
Engineering Manager/Land Surveying Manager			50.60	0																							
Technical Manager			47.42	0																							
Design Manager/Government Affairs Manager			44.15	0																							
Senior Project Engineer/Senior Project Land Surveyor			43.52	0																							
Senior Project Designer/Systems Integration Manager			43.03	5	0.86%	0.37										5	3.68%	1.58									
Project Engineer/Project Land Surveyor			37.76	1	0.17%	0.06										1	0.74%	0.28									
Project Designer/Project Technician			36.59	0																							
Senior Engineer/Senior Land Surveyor			35.34	220	37.80%	13.36	24	66.67%	23.56							140	41.92%	14.81	32	80.00%	28.27	24	66.67%	23.56			
Senior Designer			32.38	0																							
Engineer/Land Surveyor			32.23	0																							
Designer/Computer Specialist/Lead Technician			30.12	184	31.62%	9.52										30	22.05%	6.64	154	46.11%	13.89						
Engineering Intern II			29.18	0																							
Chief Technician			27.14	76	13.06%	3.54										76	55.88%	15.17									
Engineering Intern I			26.46	0																							
Administrative Support			25.07	28	4.81%	1.21										16	4.79%	1.20	4	10.00%	2.51	8	22.22%	5.57			
Senior Technician			22.59	0																							
Technician II			20.49	24	4.12%	0.85										24	17.65%	3.62									
Technician I			15.70	0																							
				0																							
				0																							
				0																							
				0																							
				0																							
				0																							
				0																							
				0																							
TOTALS				592	100%	\$35.11	36	100.00%	\$50.88							136	100%	\$27.29	334	100%	\$35.79	40	100%	\$36.98	36	100%	\$38.24

Task 1- Project Coordination - Client Project Coordination, Preliminary Engineering Investigation, Existing Plans Review, City Standards Compliance Review

Task 2: Topographic Survey. Utility locate review & incorporation.

Task 3: Design Phase Services, Permitting Services

Task 4: Bidding Phase Documents and Support

Task 5: Meetings and Project Support Services



COMPANY NAME: Farnsworth Group, Inc.

PTB NUMBER: **City of Bloomington, Fleetwood Water Main**

TODAY'S DATE: 11/15/2016

[illegible]

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

LEGEND



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

Date: November 21, 2016

Client: City of Bloomington

Project: Water Main Replacement Design

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

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,

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 CLIENT'S right to use the documents for municipal purpose, including but not limited to the CLINET'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 1/2 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.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/22/2016

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

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

PRODUCER Cottingham & Butler Robert Heath 800 Main St. Dubuque IA 52001		CONTACT NAME: PHONE (A/C, No, Ext): 563-587-5000 FAX (A/C, No): 563-583-7339 E-MAIL: ADDRESS:															
INSURED Farnsworth Group, Inc. 2709 McGraw Drive Bloomington IL 61704		INSURER(S) AFFORDING COVERAGE <table border="1"><thead><tr><th>INSURER</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A: The Phoenix Insurance Company</td><td>25623</td></tr><tr><td>INSURER B: Hartford Fire Insurance Company</td><td>19682</td></tr><tr><td>INSURER C: Travelers Property Casualty Company</td><td>25674</td></tr><tr><td>INSURER D: Twin City Fire Insurance Co.</td><td>29459</td></tr><tr><td>INSURER E:</td><td></td></tr><tr><td>INSURER F:</td><td></td></tr></tbody></table>		INSURER	NAIC #	INSURER A: The Phoenix Insurance Company	25623	INSURER B: Hartford Fire Insurance Company	19682	INSURER C: Travelers Property Casualty Company	25674	INSURER D: Twin City Fire Insurance Co.	29459	INSURER E:		INSURER F:	
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INSURER F:																	

COVERAGES

CERTIFICATE NUMBER: 477302784

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														
B	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☒ PROJECT ☒ LOC ☐ OTHER:			83 UEN OB 8121	1/1/2017	4/1/2017	<table border="1"><tr><td>EACH OCCURRENCE</td><td>\$1,000,000</td></tr><tr><td>DAMAGE TO RENTED PREMISES (Ea occurrence)</td><td>\$300,000</td></tr><tr><td>MED EXP (Any one person)</td><td>\$10,000</td></tr><tr><td>PERSONAL & ADV INJURY</td><td>\$1,000,000</td></tr><tr><td>GENERAL AGGREGATE</td><td>\$2,000,000</td></tr><tr><td>PRODUCTS - COMP/OP AGG</td><td>\$2,000,000</td></tr><tr><td></td><td>\$</td></tr></table>	EACH OCCURRENCE	\$1,000,000	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$300,000	MED EXP (Any one person)	\$10,000	PERSONAL & ADV INJURY	\$1,000,000	GENERAL AGGREGATE	\$2,000,000	PRODUCTS - COMP/OP AGG	\$2,000,000		\$
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A A	Property Inland Marine			630 2H074452 PHX 630 2H074452 PHX	6/15/2016 6/15/2016	6/15/2017 6/15/2017	<table border="1"><tr><td>BPP Limit</td><td>\$3,485,000</td></tr><tr><td>Building</td><td>\$5,054,734</td></tr><tr><td>Rented/Leased</td><td>\$50,000</td></tr></table>	BPP Limit	\$3,485,000	Building	\$5,054,734	Rented/Leased	\$50,000								
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DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

#0161606.03 Fleetwood Subd. Water Main Replacement

CERTIFICATE HOLDER

City of Bloomington, Water Department
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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[illegible]



CONSENT AGENDA ITEM NO. 7H

FOR COUNCIL: January 23, 2017

SUBJECT: Consideration of approving a Professional Engineering Services Agreement with Hanson Professional Services, Inc. for design and construction plan preparation for Lake Bloomington Fill Site Restoration, (RFQ 2016-04, Resolution 16-10).

RECOMMENDATION/MOTION: That the Professional Engineering Services Agreement with Hanson Professional Services, Inc. for design and construction plan preparation for Lake Bloomington Fill Site Restoration in the amount not to exceed \$20,368 be approved, and authorize the City Manager and City Clerk to execute the necessary documents.

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

STRATEGIC PLAN SIGNIFICANCE: Objective 2.B – Quality water for the long term; Objective 5.A – Well-planned City with necessary services and infrastructure.

BACKGROUND: For many years the City utilized the area downstream of the dam at Lake Bloomington as a spoil site for excess clean fill. Clean fill stockpiling operations at the site were discontinued when the City received an open dumping violation notice from the Illinois Environmental Protection Agency (IEPA) and a violation notice from the McLean County Building and Zoning Department that the site was not zoned for disposal of fill material. At the council meeting of April 13, 2015, the IEPA violation was cleared when Council approved a Compliance Commitment Agreement (CCA) with the IEPA whereby the City agreed to prohibit dumping and fence off the site. Since that time the area has been fenced and not been utilized by the City.

An agreement was also reached with McLean County to re-grade the fill material slopes to a sustainable configuration and plant grass on the slopes. Hanson Professional Services, Inc. will create construction plan drawings and bidding documents for the grading and seeding work. The design and construction effort related to this project is budgeted in this year's capital improvement plan.

Through Resolution 16-10, the City Council approved a list of pre-qualified vendors for engineering, architectural and land surveying services. Resolution 16-10 established seven categories of such services and identified qualified vendors to provide such services in each category. City staff reviewed the 4 firms under the Environmental category of service and determined Hanson Professional Services, Inc. to be the most qualified firm to do the work.

Hanson has a high level of familiarity with the project site and has successfully performed engineering design work for previous projects at the lakes including design for raising the

elevation of the Evergreen Lake dam, spillway, and emergency spillway (fuse plug); preparation of Emergency Action Plans (EAP) and Operation & Maintenance Plans (O&M) for both Evergreen Lake and Lake Bloomington dams; as well as plan preparation for other various maintenance items at both dams.

Hanson has proposed a total design fee not to exceed of \$20,368 for the design and construction plan preparation for the Lake Bloomington Fill Site Restoration.

The Water Department intends to complete the Lake Bloomington Fill Site Restoration design immediately so that construction activities can be bid, awarded and encumbered in FY 2017.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Illinois Environmental Protection Agency, McLean County Building and Zoning Department.

FINANCIAL IMPACT: Funds totaling \$400,000 are included in the FY 2017 Budget under Water Purification-Plant Construction & Improvement account (50100130-72590). Stakeholders can locate this in the FY 2017 Budget Book titled "Other Funds & Capital Improvement Program" on pages 125, 274, 348 and 377-378.

COMMUNITY DEVELOPMENT IMPACT: Not Applicable

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

Respectfully submitted for Council consideration.

Prepared by: Greg Kallevig, PE, CFM, Civil Engineer II

Reviewed by: Robert Yehl, PE, Water Director
Steve Rasmussen, Assistant City Manager

Financial & budgetary review by: Chris Tomerlin, Budget Analyst
Carla A. Murillo, Budget Manager

Legal review by: Jeffrey R. Jurgens, Corporation Counsel

Recommended by:



David A. Hales
City Manager

Attachments:

- Professional Services Contract with Hanson

- Compliance Commitment Agreement (CCA) with the IEPA approved April 13, 2015 by City Council
- Location Map

CITY OF BLOOMINGTON CONTRACT WITH

Hanson Professional Services Inc.
FOR PROFESSIONAL SERVICES FOR
Lake Bloomington and Lake Evergreen

THIS AGREEMENT, dated this 9th day of January 2017, ~~2016~~, is between the City of Bloomington (hereinafter "CITY") and Hanson Professional Services 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.

per claim / \$4,000,000.00 Aggregate. LAL
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.
General Liability LAL

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 its terms prior to execution. Therefore, this agreement shall be construed neither against nor in favor of either party, but shall be construed in a neutral manner.

Section 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: Three (3) years from date of execution

The Contract shall also be subject to the following renewal terms, if any: _____

Two one year optional renewals

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

Hanson Professional Services Inc.

By: _____
Its City Manager

By: Lucinda A. Loos
Its Vice President

ATTEST:

By: _____
City Clerk

By: [Signature]
Its Associate

EXHIBIT A
SCOPE OF SERVICES / WORK PROVIDED

Project Description:

This project includes professional services to prepare contract documents for certain repairs and restoration to the dams at Evergreen Lake and Lake Bloomington. The repairs and restoration are part of the recommendations from the Emergency Action Plan (EAP) project previously completed by Hanson. The EAP project also included a scope of work to prepare contract documents for repairs previously identified at each dam. These additional items will be coordinated with the EAP project as described in the Scope of Services below. The work will include design, preparation of bid documents, and bidding assistance. Hanson assumes no surveys will be required. Existing site topography from the EAP project will provide the basis for estimating project quantities.

Services:

The Scope of Services to be provided is limited to the following:

Lake Bloomington Fill Area Restoration

This work will be bid as a single project for the restoration of the fill area with tree removal at the dam as an alternate bid item.

1. Fill Area Restoration - Lake Bloomington Dam
 - a. Prepare Drawings - General Plan, Notes, Cross-Sections and Details for grading the fill area located downstream of the dam.
 - b. Prepare Specifications and Bid Documents to support the plans
 - i. Including but not limited to grading, topsoil placement, seeding, erosion control, etc.
 - c. Provide Bidding Assistance to the City including pre-bid meeting attendance, preparation of addenda, and bid evaluation.
 - d. Project Administration and QA/QC
2. Tree Removal - Lake Bloomington Dam (Alternate No. 1)
 - a. Prepare Drawings - General Plan, Notes & Details for removal of trees at the toe of the dam and restoration of the removal areas.
 - b. Prepare Specifications and Bid Documents to support the plans
 - i. Including but not limited to tree removal, backfill & compacting fill, seeding, erosion control, etc.

EXHIBIT B PAYMENT TERMS

Charges for professional services performed by Hanson in completing the Scope of Services associated with this Task Order will be made on the basis of Hanson's direct personnel expenses (DPE) times a factor of 2.5976, plus a fixed fee. DPE includes fringe benefits and payroll burden. Billings will be issued at least monthly, and will be based upon total services completed and expenses incurred at the time of the billing.

The following compensation formula is used to compute the fixed fee:

CPFF Fixed Fee = 14.5% (DL + R(DL) + OH(DL) + IHDC)

DL = Direct Labor

R = Complexity Factor (0.0)

OH = Consultant Firm's Actual Overhead Factor (1.5976)

IHDC = In House Direct Costs

The total cost to accomplish the Scope of Services for this project is \$20,368. The total fixed fee to be invoiced is \$2,540. Hanson agrees not to exceed the \$20,368 cost without prior notification to the Client.



FOR COUNCIL: April 13, 2015

SUBJECT: Compliance Commitment Agreement (CCA) with the Illinois Environmental Protection Agency (IEPA) Violation Notice M-2014-01040

RECOMMENDATION/MOTION: Recommend that the Compliance Commitment Agreement (CCA) with the Illinois Environmental Protection Agency (IEPA) regarding the closed fill area at Lake Bloomington Violation Notice M-2014-01040 be approved and the Mayor and City Clerk authorized to execute the necessary documents.

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 City has utilized the area downstream of the dam at Lake Bloomington as a clean fill area for many decades. Implemented regulations in 2013 and zoning as residential resulted in the cessation of fill operations at the site. A new chain link fence and gate were installed in 2014. Discussions with McLean County concerning slope stabilization and seeding the area have been ongoing. McLean County staff indicated support of rezoning the area for uses more amenable to water treatment plant and lake park maintenance operations, after established permanent vegetative cover on stabilized slopes. The IEPA received a report of dumping at the site in September 2014. An IEPA inspector visited the site noting piles of nonhazardous excavation material and old fencing. Since a violation notice was issued. The material was removed and disposed of at a licensed landfill.

The attached CCA is a certification by the City that material was removed and the new chain link fence and gate were installed. The signed CCA will close the violation notice and remove legal liability in the matter.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: None.

FINANCIAL IMPACT: Not Applicable.

Respectfully submitted for Council consideration.

Prepared by: Brett Lueschen, Interim Water Director

Reviewed by: Jeffrey R. Jurgens, Corporation Counsel

Reviewed by: Stephen Rasmussen, Assistant City Manager

Financial & Budgetary review by: Chris Tomerlin, Budget Analyst
Carla A. Murillo, Budget Manager

Recommended by:



David A. Hales
City Manager

Attachments: Attachment 1. IEPA Compliance Commitment Agreement

Motion: That the Compliance Commitment Agreement (CCA) with the Illinois Environmental Protection Agency (IEPA) regarding the closed fill area at Lake Bloomington Violation Notice M-2014-01040 be approved and the Mayor and City Clerk authorized to execute the necessary documents.

Motion: _____ Seconded by: _____

	Aye	Nay	Other		Aye	Nay	Other
Alderman Black				Alderman Painter			
Alderman Fruin				Alderman Sage			
Alderman Hauman				Alderman Schmidt			
Alderman Lower				Alderman Stearns			
Alderman Mwilambwe							
				Mayor Renner			



ILLINOIS ENVIRONMENTAL PROTECTION AGENCY

1021 NORTH GRAND AVENUE EAST, P.O. BOX 19276, SPRINGFIELD, ILLINOIS 62794-9276 • (217) 782-2829

BRUCE RAUNER, GOVERNOR

LISA BONNETT, DIRECTOR

217-278-5800
TDD 217/782-9143

March 20, 2015

CERTIFIED MAIL #
RETURN RECEIPT REQUESTED
7013 2630 0001 4706 2468

Bloomington Water Department
Attn: Rick Twait, Superintendent of Water Purification
25515 South Waterside Way
Hudson, IL 61748

Re: Proposed Compliance Commitment Agreement
Violation Notice: M-2014-01040
LPC# 113 817 5001 - McLean County
Bloomington/Bloomington Water Department
Compliance File

Dear Mr. Twait:

The Illinois Environmental Protection Agency ("Illinois EPA") has reviewed the proposed Compliance Commitment Agreement ("CCA") terms submitted by the City of Bloomington Water Department in a letter dated February 20, 2015, in response to the Violation Notice dated October 15, 2014. Pursuant to the authority vested in the Illinois EPA under Section 31(a)(7)(i) of the Illinois Environmental Protection Act ("Act"), 415 ILCS 5/31(a)(7)(i), attached to this letter is a proposed CCA, which contains terms and conditions that the Illinois EPA has determined are necessary in order for Bloomington Water Department to attain compliance with the Act and Illinois Pollution Control Board Regulations.

Pursuant to Section 31(a)(7.5) of the Act, 415, ILCS 5/31(a)(7.5), within 30 days of your receipt of this proposed CCA, Bloomington Water Department or its duly authorized representative must either (1) agree to and sign the proposed CCA, and submit the signed and dated CCA by certified mail to Illinois EPA; or (2) notify the Illinois EPA by certified mail that Bloomington Water Department rejects the proposed CCA.

The proposed CCA shall only become effective upon your timely submittal of the signed CCA as discussed above, and upon final execution by the Illinois EPA. Failure by Bloomington Water Department to execute and submit the proposed CCA within 30 days of receipt shall be deemed a rejection of the CCA by operation of law. Upon timely receipt of the signed CCA, the Illinois EPA will send you a fully executed copy of the CCA for your records.

4302 N. Main St., Rockford, IL 61103 (815) 967-7760
595 S. State, Elgin, IL 60120 (847) 408-3131
2125 S. First St., Champaign, IL 61820 (217) 278-8800
2009 Main St., Collinsville, IL 62234 (618) 346-5120

9511 Harrison St., Des Plaines, IL 60014 (847) 294-4000
412 SW Washington St., Suite D, Peoria, IL 61602 (309) 671-3022
2309 W. Main St., Suite 114, Marion, IL 62959 (418) 993-7200
100 W. Randolph, Suite 10-300, Chicago, IL 60601 (312) 814-4024

In addition, the proposed CCA is not subject to amendment or modification prior to execution by Bloomington Water Department and the Illinois EPA. Any amendment or modification to the proposed CCA by Respondent prior to execution by Bloomington Water Department and the Illinois EPA shall be deemed a rejection of the proposed CCA by operation of law. The proposed CCA may only be amended subsequent to its effective date, in writing, and by mutual agreement between the Illinois EPA and Bloomington Water Department.

Written communications, including a signed and dated CCA or a notice that the respondent rejects the proposed CCA, should be directed to:

Illinois EPA – Bureau of Land
Attn: John P. Richardson, Acting Manager
1021 North Grand Avenue East
Springfield, IL 62794-9276

Please include the Violation Notice Number M-2014-01040 and the Site Identification Number LPC# 113 817 5001 on all written communications.

Questions regarding this matter should be directed to Jennifer O'Hearn at 217/278-5800.

Sincerely,



John P. Richardson, Acting Manager
Field Operations Section
Bureau of Land

ILLINOIS ENVIRONMENTAL PROTECTION AGENCY

IN THE MATTER OF:

Bloomington Water Department
Bloomington, McLean, Illinois
BOL# 1138175001

ILLINOIS EPA VN M-2014-01040
BUREAU OF LAND

COMPLIANCE COMMITMENT AGREEMENT

I. Jurisdiction

1. This Compliance Commitment Agreement ("CCA") is entered into voluntarily by the Illinois Environmental Protection Agency ("Illinois EPA") and Bloomington Water Department ("Respondent") (collectively, the "Parties") under the authority vested in the Illinois EPA pursuant to Section 31(a)(7)(i) of the Illinois Environmental Protection Act ("Act"), 415 ILCS 5/31(a)(7)(i).

II. Allegation of Violations

2. Respondent owns and operates a rural property located west of the Lake Bloomington spillway at approximately at 25515 South Waterside Way, Hudson, McLean County, Illinois 61748.
3. Pursuant to Violation Notice ("VN") M-2014-01040, issued on October 15, 2014, the Illinois EPA contends that Respondent has violated the following provisions of the Act and Illinois Pollution Control Board ("Board") Regulations:
 - a) Section 21(a) of the Act;
 - b) Section 21(d)(1) of the Act
 - c) Section 21(d)(2) of the Act;
 - d) Section 21(e) of the Act;
 - e) Section 21(p)(1) of the Act;

- f) Section 21(p)(7) of the Act;
- g) Section 812.101(a) of the Regulations.

III. Compliance Activities

- 4. On February 25, 2015 the Illinois EPA received Respondent's response to VN M-2014-01040, which included proposed terms for a CCA. The Illinois EPA has reviewed Respondent's proposed CCA terms, as well as considered whether any additional terms and conditions are necessary to attain compliance with the alleged violations cited in the VN.
- 5. Respondent agrees to undertake, complete and continue to maintain the following actions, which the Illinois EPA has determined are necessary to attain compliance with the allegations contained in VN M-2014-01040:
 - a) The City of Bloomington provided receipts for disposal of open dumped wastes. By your signature on this CCA, you certify that all open dumped wastes have been properly disposed of.
 - b) By your signature on this CCA, you certify that a gate and fencing have been installed to limit access to the property to prevent future illegal waste disposal.

IV. Terms and Conditions

- 6. Respondent shall comply with all provisions of this CCA, including, but not limited to, any appendices to this CCA and all documents incorporated by reference into this CCA. Pursuant to Section 31(a)(10) of the Act, 415 ILCS 5/31(a)(10), if Respondent complies with the terms of this CCA, the Illinois EPA shall not refer the alleged violations that are the subject of this CCA, as described in Section II above, to the Office of the Illinois Attorney General or the State's Attorney of the county in which the alleged violations occurred. Successful completion of this CCA, or an amended CCA shall be a factor to be weighed, in favor of the Respondent, by the Office of the Illinois Attorney General in determining whether to file a complaint on its own motion for the violations cited in VN M-2014-01040.
 - 7. This CCA is solely intended to address the violations alleged in Illinois EPA VN M-2014-01040. The Illinois EPA reserves, and this CCA is without prejudice to, all rights of the Illinois EPA against Respondent with respect to noncompliance with any term of this CCA, as well as to all other matters. Nothing in this CCA is intended as a waiver, discharge, release, or covenant not to sue for any claim or cause of action, administrative
-

or judicial, civil or criminal, past or future, in law or in equity, which the Illinois EPA may have against Respondent, or any other person as defined by Section 3.315 of the Act, 415 ILCS 5/3.315. This CCA in no way affects the responsibilities of Respondent to comply with any other federal, state or local laws or regulations, including but not limited to the Act, and the Board Regulations.

8. Pursuant to Section 42(k) of the Act, 415 ILCS 5/42(k), in addition to any other remedy or penalty that may apply, whether civil or criminal, Respondent shall be liable for an additional civil penalty of \$2,000 for violation of any of the terms or conditions of this CCA.
 9. This CCA shall apply to and be binding upon the Illinois EPA, and on Respondent and Respondent's officers, directors, employees, agents, successors, assigns, heirs, trustees, receivers, and upon all persons, including but not limited to contractors and consultants, acting on behalf of Respondent, as well as upon subsequent purchasers of Respondent's facility.
 10. In any action by the Illinois EPA to enforce the terms of this CCA, Respondent consents to and agrees not to contest the authority or jurisdiction of the Illinois EPA to enter into or enforce this CCA, and agrees not to contest the validity of this CCA or its terms and conditions.
 11. This CCA shall only become effective:
If, within 30 days of receipt, Respondent executes this CCA and submits it, via certified mail, to
Illinois EPA – Bureau of Land
Attn: John P. Richardson, Acting Manager
1021 North Grand Avenue East
Springfield, IL 62794-9276
 - a) If Respondent fails to execute and submit this CCA within 30 days of receipt, via certified mail, this CCA shall be deemed rejected by operation of law; and
 - b) Upon execution by all Parties.
 12. Pursuant to Section 31(a)(7.5) of the Act, 415 ILCS 5/31(a)(7.5), this CCA shall not be amended or modified prior to execution by the Parties. Any amendment or modification to this CCA by Respondent prior to execution by all Parties shall be considered a rejection of the CCA by operation of law. This CCA may only be amended subsequent to its effective date, in writing, and by mutual agreement between the Illinois EPA and Respondent's signatory to this CCA, Respondent's legal representative, or Respondent's agent.
-

AGREED:

FOR RESPONDENT:

BY: _____
Signature of Respondent or
Authorized Representative

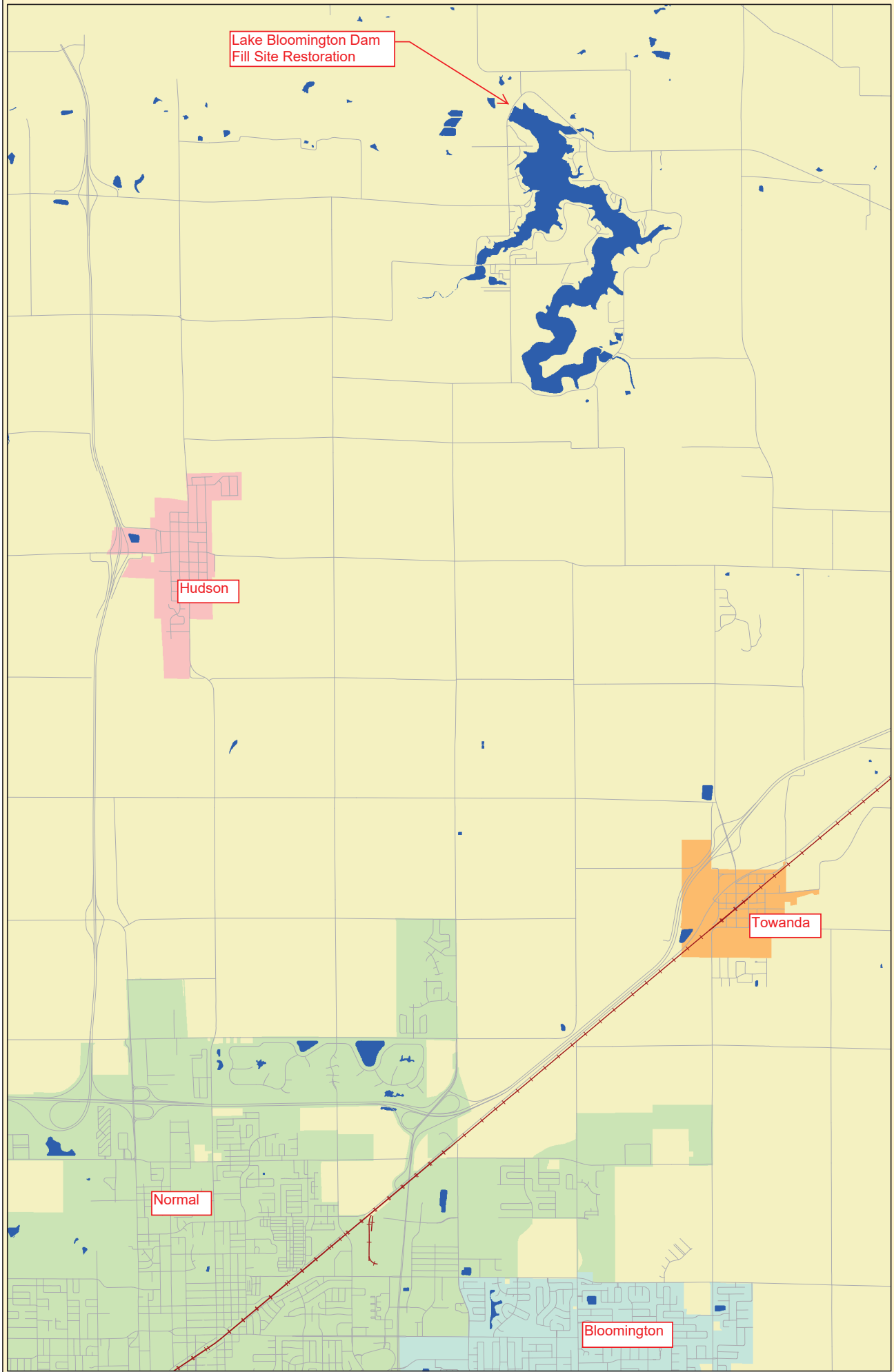
DATE: _____

Print or Type Name of Respondent
or Authorized Representative and Title

FOR THE ILLINOIS ENVIRONMENTAL PROTECTION AGENCY:

BY: _____
John P. Richardson, Acting Manager
Field Operations Section
Bureau of Land

DATE: _____



CITY OF
Bloomington
ILLINOIS

CONSENT AGENDA ITEM NO. 71

FOR COUNCIL: January 23, 2017

SUBJECT: Consideration of approving a request to purchase Nimble Storage Array Additional Capacity.

RECOMMENDATION/MOTION: That the purchase of two (2) Nimble Storage CS-300 additional storage capacity trays from Carahsoft under the Federal General Services Administration (GSA) Schedule 70 contract (No. GS-35F-0119Y), be approved in the amount of \$72,485.74 and the Purchasing Agent be authorized to issue a Purchase Order for same.

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: During the March 28, 2016 meeting, Council approved the purchase of two (2) data storage arrays from Nimble Storage. These arrays are in place and are efficient storage capacity for City enterprise applications. They also provide offsite replication of data for disaster recovery purposes.

Staff is requesting Council approval to add additional storage to each of the two arrays in support of the Police Body Worn Camera project. The arrays, as originally configured, are providing approximately 45TB (terabytes) of storage for various enterprise applications. Staff is requesting approval to purchase an additional tray of storage capacity for each of the original two arrays that would add approximately 66TB of capacity to each array.

These additional storage trays will be used to store video files from both the Police in-car and body-worn cameras. The disk arrays will allow automatic backup of video stored on the primary array over to the secondary array, stored offsite. This solution will provide an automated disaster recovery (DR) solution for both types of video. This DR solution will eliminate the need for Police department staff to copy video to optical media for long term storage, saving hours of work per week.

Staff is requesting Council approval to purchase the additional Nimble Storage trays from the Federal General Services Administration (GSA) GS-35F-0119Y contract. This is an existing, competitively bid contract available to local municipalities which provides an extremely competitive price model. Please see attached documents for more information on the GSA contract.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Not applicable

FINANCIAL IMPACT: Funds for the upgrade/redesign of the City's websites are budgeted and in the Capital Lease-Capital Outlay Office & Computer Equipment account (40110135-72120). Stakeholders can locate this in the FY 2017 Budget Book titled "Other Funds & Capital Improvement Program" on page 92 and 94-95. This will be reflected in the Police Department debt service for body worn cameras.

FUTURE OPERATIONAL COST ASSOCIATED WITH NEW FACILITY CONSTRUCTION:

Respectfully submitted for Council consideration.

Prepared by: Scott A. Sprouls, Information Services Director

Financial & budgetary review by: Chris Tomerlin, Budget Analyst
Carla A. Murillo, Budget Manager

Legal review by: Jeffrey R. Jurgens, Corporation Counsel

Recommended by:



David A. Hales
City Manager

Attachments:

- Nimble Storage Trays - Quote 8887347.pdf
- Nimble Storage Trays - GSA Nimble Storage Rider.pdf

1860 MICHAEL FARADAY DRIVE | SUITE 100 | RESTON, VIRGINIA 20190
PHONE (703) 871-8500 | FAX (703) 871-8505 | TOLL FREE (888) 66CARAH
WWW.CARAHSOFT.COM | SALES@CARAHSOFT.COM

TO: Scott Sprouls
Director Information Systems
City of Bloomington
109 E. Olive St.
City Hall 2nd Floor - Room 201
Bloomington, IL 61701

EMAIL: ssprouls@cityblm.org

PHONE: (309) 434-2473 **FAX:**

FROM: Harjeet Khalsa
Carahsoft Technology Corp.
1860 Michael Faraday Drive
Suite 100
Reston, Virginia 20190

EMAIL: Harjeet.Khalsa@carahsoft.com

PHONE: (703) 230-7455 **FAX:** (703) 871-8505

TERMS: GSA Schedule No: GS-35F-0119Y
Term: December 20, 2011 - June 17, 2017
FTIN: 52-2189693
Shipping Point: FOB Destination
Credit Cards: VISA/MasterCard/AMEX
Remit To: Same as Above
Payment Terms: Net 30 (On Approved Credit)
Cage Code: 1P3C5
DUNS No: 088365767
Business Size: Small
Sales Tax May Apply

QUOTE NO: 8887347
QUOTE DATE: 01/04/2017
QUOTE EXPIRES: 02/03/2017
RFQ NO:
SHIPPING: FREIGHT
TOTAL PRICE: \$72,335.74
SHIPPING AMOUNT: \$150.00

TOTAL QUOTE: \$72,485.74

LINE NO.	PART NO.	DESCRIPTION	GSA PRICE	QUOTE PRICE	QTY	EXTENDED PRICE
1	417-ES1-H90T	90TB RAW Hyb Exp Shelf 2x1M Qual SAS cable	\$86,200.50	\$28,061.80	1	\$28,061.80
2	417-ES1-H90T-NBD-5YR	NBD Parts Del, SW Sup & InfoSight-ES1 Coterm Start Date: 02/01/2017 End Date: 04/21/2021	\$8,572.51	\$8,106.07	1	\$8,106.07
3	417-ES1-H90T	90TB RAW Hyb Exp Shelf 2x1M Qual SAS cable	\$86,200.50	\$28,061.80	1	\$28,061.80
4	417-ES1-H90T-NBD-5YR	NBD Parts Del, SW Sup & InfoSight-ES1 Coterm Start Date: 02/01/2017 End Date: 04/21/2021 License - SN: AF-129097	\$8,572.51	\$8,106.07	1	\$8,106.07
SUBTOTAL:						\$72,335.74

TOTAL PRICE: \$72,335.74
SHIPPING AMOUNT: \$150.00

TOTAL QUOTE: \$72,485.74

Nimble Storage
2740 Zanker Road
San Jose, CA 95134

**Carahsoft Rider to Manufacturer End User License Agreements
(for U.S. Government End Users)**

1. **Scope.** This Carahsoft Rider and the Nimble Storage ('Manufacturer') End User License Agreement (EULA) establish the terms and conditions enabling Carahsoft to provide Software and Services to U.S. Government agencies (the "Client" or "Licensee").
2. **Applicability.** The terms and conditions in the attached Manufacturer EULA are hereby incorporated by reference to the extent that they are consistent with Federal Law (e.g., the Anti-Deficiency Act (31 U.S.C. § 1341(a)(1)(B)), the Contracts Disputes Act of 1978 (41 U.S.C. § 601-613), the Prompt Payment Act, the Anti-Assignment statutes (31 U.S.C. § 3727 and 41 U.S.C. 15), 28 U.S.C. § 516 (Conduct of Litigation Reserved to Department of Justice (DOJ), and 28 U.S.C. § 1498 (Patent and copyright cases)). To the extent the terms and conditions in the Manufacturer's EULA are inconsistent with the Federal Law (*See* FAR 12.212(a)), they shall be deemed deleted and unenforceable under any resultant orders under Carahsoft's contract #GS-35F-0119Y, including, but not limited to the following:
 - (a) **Contracting Parties.** The Government customer (Licensee) is the "Ordering Activity", "defined as an entity authorized to order under GSA contracts as set forth in GSA ORDER 4800.2G ADM, as may be revised from time to time. The Licensee cannot be an individual because any implication of individual licensing triggers the requirements for legal review by Federal Employee unions. Conversely, because of competition rules, the contractor must be defined as a single entity even if the contractor is part of a corporate group. The Government cannot contract with the group, or in the alternative with a set of contracting parties.
 - (b) **Changes to Work and Delays.** Subject to GSAR Clause 552.243-72, Modifications (Federal Supply Schedule) (July 200 0) (Deviation I 2010) (AUG 1987), and 52.212 -4 (f) Excusable delays. (JUN 2010) regarding which the GSAR and the FAR provisions shall take precedence.
 - (c) **Contract Formation.** Subject to FAR Sections 1.601(a) and 43.102, the Government Order must be signed by a duly warranted contracting officer, in writing. The same requirement applies to contract modifications affecting the rights of the parties. All terms and conditions intended to bind the Government must be included within the contract signed by the Government.
 - (d) **Audit.** During the term of this Agreement: (a) If Ordering Activity's security requirements included in the Order are met, Manufacturer or its designated agent may audit Ordering Activity's facilities and records to verify Ordering Activity's compliance with this Agreement. Any such audit will take place only during Ordering Activity's normal business hours contingent upon prior written notice and adherence to any security measures the Ordering Activity deems appropriate, including any requirements for personnel to be cleared prior to accessing sensitive facilities. Carahsoft on behalf of the Manufacturer will give Ordering Activity written notice of any non-compliance, including the number of underreported Units of Software or Services ("Notice"); or (b) If Ordering Activity's security requirements are not met and upon Manufacturer's request, Ordering Activity will run a self-assessment with tools provided by and at the direction of Manufacturer ("Self-Assessment") to verify Ordering Activity's compliance with this Agreement.

(a) Error! Unknown document property name.

- (e) **Termination.** Clauses in the Manufacturer EULA referencing termination or cancellation the Manufacturer's EULA are hereby deemed to be deleted. Termination shall be governed by the FAR 52.212-4 and the Contract Disputes Act, 41 U.S.C. §§ 601-613, subject to the following exceptions:

Carahsoft may request cancellation or termination of the License Agreement on behalf of the Manufacturer if such remedy is granted to it after conclusion of the Contracts Disputes Act dispute resolutions process referenced in Section Q below or if such remedy is otherwise ordered by a United States Federal Court..

- (f) **Consent to Government Law / Consent to Jurisdiction.** Subject to the Contracts Disputes Act of 1978 (41 U.S.C §§ 7101-7109) and Federal Tort Claims Act (28 U.S.C. §1346(b)). The validity, interpretation and enforcement of this Rider will be governed by and construed in accordance with the laws of the United States. In the event the Uniform Computer Information Transactions Act (UCITA) or any similar federal laws or regulations are enacted, to the extent allowed by law, it will not apply to this Agreement, and the governing law will remain as if such law or regulation had not been enacted. All clauses in the Manufacturer EULA referencing equitable remedies are deemed not applicable to the Government order and are therefore deemed to be deleted.
- (g) **Force Majeure.** Subject to FAR 52.212 -4 (f) Excusable delays. (JUN 2010). Unilateral Termination by the Contractor does not apply to a Government order and all clauses in the Manufacturer EULA referencing unilateral termination rights of the Manufacturer are hereby deemed to be deleted.
- (h) **Assignment.** All clauses regarding Assignment are subject to FAR Clause 52.232-23, Assignment of Claims (JAN 1986) and FAR 42.12 Novation and Change-of-Name Agreements, and all clauses governing Assignment in the Manufacturer EULA are hereby deemed to be deleted.
- (i) **Waiver of Jury Trial.** All clauses referencing waiver of Jury Trial are subject to FAR Clause 52.233-1, Disputes (JUL. 2002), and all clauses governing waiver of jury trial in the Manufacturer EULA are hereby deemed to be deleted.
- (j) **Customer Indemnities.** All Manufacturer EULA clauses referencing Customer Indemnities are hereby deemed to be deleted.
- (k) **Contractor Indemnities.** All Manufacturer EULA clauses that (1) violate DOJ's right (28 U.S.C. 516) to represent the Government in any case and/or (2) require that the Government give sole control over the litigation and/or settlement, are hereby deemed to be deleted.
- (l) **Renewals.** All Manufacturer EULA clauses that violate the Anti-Deficiency Act (31 U.S.C. 1341, 41 U.S.C. 11) ban on automatic renewal are hereby deemed to be deleted.
- (m) **Future Fees or Penalties.** All Manufacturer EULA clauses that violate the Anti-Deficiency Act (31 U.S.C. 1341, 41 U.S.C. 11), which prohibits the Government from paying any fees or penalties beyond the Contract amount, unless specifically authorized by existing statutes, such as the Prompt Payment Act, or Equal Access To Justice Act 31 U.S.C. 3901, 5 U.S.C. 504 are hereby deemed to be deleted.

- (n) **Taxes.** Taxes are subject to FAR 52.212-4(k), which provides that the contract price includes all federal, state, local taxes and duties.
- (o) **Third Party Terms.** Subject to the actual language agreed to in the Order by the Contracting Officer. Any third party manufacturer will be brought into the negotiation, or the components acquired separately under Federally-compatible agreements, if any. Contractor indemnities do not constitute effective migration.
- (p) **Installation and Use of the Software.** Installation and use of the software shall be in accordance with the Rider and Manufacturer EULA, unless an Ordering Activity determines that it requires different terms of use and Manufacturer agrees in writing to such terms in a valid task order placed pursuant to the Government contract.
- (q) **Dispute Resolution and Venue.** Any disputes relating to the Manufacturer EULA and to this Rider shall be resolved in accordance with the FAR, and the Contract Disputes Act, 41 U.S.C. §§ 7101-7109. The Ordering Activity expressly acknowledges that Carahsoft, on behalf of the Manufacturer, shall have standing to bring such claim under the Contract Disputes Act.
- (r) **Limitation of Liability: Subject to the following:**
- Carahsoft, Manufacturer and Ordering Activity shall not be liable for any indirect, incidental, special, or consequential damages, or any loss of profits, revenue, data, or data use. Further, Carahsoft, Manufacturer and Ordering Activity shall not be liable for punitive damages except to the extent this limitation is prohibited by applicable law. This clause shall not impair the U.S. Government's right to recover for fraud or crimes arising out of or related to this Government Contract under any federal fraud statute, including the False Claims Act, 31 U.S.C. §§ 3729-3733.
- (s) **Advertisements and Endorsements.** Unless specifically authorized by an Ordering Activity in writing, such use of the name or logo of any U.S. Government entity is prohibited.
- (t) **Public Access to Information.** Manufacturer agrees that the EULA and this Rider contain no confidential or proprietary information and acknowledges the EULA and this Rider will be available to the public.
- (u) **Confidentiality.** Any provisions that require the Licensee to keep certain information confidential are subject to the Freedom of Information Act, 5 U.S.C. §552, and any order by a United States Federal Court.

NIMBLE STORAGE END USER LICENSE AGREEMENT

By opening this package or using this Product or installing or using any Software (each as defined below), you agree to the terms of this End User License Agreement (“**Agreement**”) between Nimble Storage Inc., located at 2645 Zanker Road, San Jose, CA 95134 (“**Nimble**”), and you (“**Licensee**”). If you are entering into this Agreement on behalf of a company or other legal entity, you represent that you have the authority to bind such entity to this Agreement, in which case “Licensee” shall refer to such entity. If you do not agree to the terms of this Agreement, you may not use this Product or install or use the Software and you may choose, in the case of a Product containing Embedded Software (defined below), to promptly return such Product for a refund of the Product purchase price. You acknowledge and agree that your license to use the Software shall be limited to use solely in conjunction with the Product purchased by you from Nimble or Nimble’s authorized reseller and for which you have paid the required fee. This Agreement and any other written agreements between you and Nimble with respect to the Product constitute the final, complete, and exclusive agreement between the parties regarding the Product and supersede all prior or contemporaneous agreements, understandings, and communication, whether written or oral.

1. DEFINITIONS

“**Ancillary Software**” means any software that is provided by Nimble for use in conjunction with the Product on a standalone basis and not as pre-installed on, embedded in, or incorporated into the hardware components of a Product.

“**Documentation**” means the Product user documentation furnished by Nimble to users.

“**Embedded Software**” means any software that is provided by Nimble pre-installed on, embedded in, or incorporated into the hardware components of a Product.

“**Product(s)**” means the Nimble product(s) described in the quotation or other order documentation provided by Nimble or Nimble’s authorized reseller, including the hardware and Software components thereof.

“**Software**” means the Ancillary Software and the Embedded Software.

2. LICENSE RIGHTS

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5. INDEMNIFICATION. Nimble will defend at its own expense any action against Licensee brought by a third party to the extent that the action is based upon a claim that the Software infringes any U.S. patents issued as of the effective date of this Agreement, U.S. copyrights, U.S. trademarks, or trade secrets recognized under the Uniform Trade Secrets Act, and Nimble will pay those damages finally awarded against Licensee in any such action that are specifically attributable to such claim or those damages agreed to in a monetary settlement of such action. The foregoing obligation is conditioned on (a) Licensee notifying Nimble promptly in writing of such action, (b) Licensee giving Nimble sole control of the defense thereof and any related settlement negotiations, and (c) Licensee cooperating with Nimble and, at Nimble’s request and expense, assisting in such defense. If any Software becomes, or in Nimble’s opinion is likely to become, the subject of an infringement claim, Nimble may, at its option and expense, either (a) procure for Licensee the right to

continue using the Software, (b) replace or modify the Software so that it becomes non-infringing, or (c) accept return of (1) the Product incorporating the affected Software and refund to Licensee the fees actually paid by Licensee for the affected Products less a reasonable amount for depreciation thereof, in which case Licensee’s right to use such Software will be terminated, or (2) the affected Ancillary Software and terminate Licensee’s right to use such Ancillary Software. Notwithstanding the foregoing, Nimble will have no obligation under this Section 5 or otherwise with respect to any infringement claim based upon (i) any use of the Software not in accordance with this Agreement or the applicable Documentation or for purposes not intended by Nimble, (ii) any use of Software in combination with other products, equipment, software, or data not supplied by Nimble, or (iii) any modification or alteration of the Software or Product by any person other than Nimble or its authorized representatives, and Licensee will indemnify, defend, and hold Nimble harmless from and against all claims, suits, damages, liabilities, costs, and expenses (including reasonable attorneys’ fees) arising from or relating to such infringement claim. This Section 5 states Nimble’s entire liability, and Licensee’s sole and exclusive remedy, for infringement claims and actions.

6. TERM AND TERMINATION. Nimble may terminate this Agreement immediately upon written notice if Licensee materially breaches this Agreement and fails to cure such breach within fifteen days after written notice of breach by Nimble. Sections 1, 2.2, 3, and 4 to 9 will survive the termination or expiration of this Agreement for any reason.

7. OWNERSHIP

7.1 Intellectual Property Rights. Licensee acknowledges and agrees that Nimble and its suppliers exclusively own all right, title, and interest, including all patent, copyright, trade secret, trademark, moral rights, and other intellectual property rights worldwide (collectively, “**Intellectual Property Rights**”) in and to the Software, the Documentation, and all Confidential Information. Nimble and its suppliers expressly reserve all rights not expressly granted to Licensee in this Agreement. Licensee shall not engage in any act or omission that would impair any Intellectual Property Right of Nimble or any of its suppliers.

7.2 Feedback. Any questions, comments, or feedback provided by Licensee to Nimble regarding the Software and any other products, services, or materials provided by Nimble (collectively, “**Feedback**”) will be deemed non-confidential and non-proprietary information for purposes of this Agreement. Nimble will have no obligation to Licensee or any third party with respect to such Feedback, and be free to use and exploit such

Feedback in any form or manner and for any purpose and without payment of any consideration to Licensee or any third party.

8. CONFIDENTIALITY. The Software, any related benchmark or performance tests, and certain information regarding Nimble's business, including technical, marketing, financial, employee, planning, and other confidential or proprietary information is considered Nimble's "**Confidential Information.**" Licensee shall protect the Confidential Information from unauthorized dissemination and use with the same degree of care that Licensee uses to protect its own like information and, in any event, will use no less than a reasonable degree of care in protecting such Confidential Information. Licensee will use the Confidential Information only for those purposes expressly authorized in this Agreement. Licensee will not disclose to third parties the Confidential Information without the prior written consent of Nimble.

9. GENERAL

9.1 Governing Law. This Agreement will be governed by the laws of the State of California, without giving effect to any conflicts of laws principles that require the application of the laws of a different jurisdiction. The United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement. Any action or proceeding arising from or relating to this Agreement must be brought in a state or federal court located in Santa Clara County, California, and each party irrevocably submits to the jurisdiction and venue of any such court in any such action or proceeding, except that Nimble may file a claim or take action in any court having jurisdiction to protect its intellectual property or confidential information.

9.2 No Maintenance or Support. Nimble will have no obligation under this Agreement to provide Licensee maintenance or support services relating to the Software.

9.3 Autosupport. Licensee acknowledges and agrees that the Software may transmit to Nimble diagnostic data relating to the Products, including without limitation system performance, capacity usage, hardware faults, and other information of a similar nature (collectively, "**Diagnostic Data**"), if Licensee enables such feature. The Diagnostic Data does not include any user data contained within a storage device. The Software may transmit to Nimble Diagnostic Data on a daily or other periodic basis or upon a failure or crash of the Software. Licensee agrees that Nimble will have the right to: (a) use the Diagnostic Data to troubleshoot and monitor the Products and to enhance, improve, and develop current and future Nimble products and services; and (b) disclose the

Diagnostic Data to third parties in an anonymous and aggregated form that does not link such Diagnostic Data to Licensee.

9.4 Miscellaneous. Nimble may freely assign its rights or delegate any of its duties under this Agreement. Licensee may not assign or transfer, by operation of law or otherwise, any of its rights under this Agreement without Nimble's prior written consent. Any attempted assignment or transfer in violation of the foregoing will be void. The Software is deemed irrevocably and unconditionally accepted upon installation or use thereof. All waivers must be in writing. Any waiver or failure to enforce any provision of this Agreement on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion. If any provision of this Agreement is unenforceable, such provision will be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law and the remaining provisions will continue in full force and effect. All notices, consents, and approvals under this Agreement must be delivered in writing by courier, by electronic facsimile (fax), or by certified or registered mail, (postage prepaid and return receipt requested) to the other party at the address set forth above, for Nimble, and on the most recent order documentation, for Licensee, and will be effective upon receipt or five business days after being deposited in the mail as required above, whichever occurs sooner. Either party may change its address by giving notice of the new address to the other party. Licensee acknowledges that the laws and regulations of the United States may restrict the export and re-export of certain commodities and technical data of United States origin. Licensee agrees that it will not export or re-export the Products in any form without the appropriate United States and/or foreign government licenses. If Licensee is a branch or agency of the United States Government, the following sentence applies. The Software and Documentation are comprised of "commercial computer software" and "commercial computer software documentation" as such terms are used in 48 C.F.R. 12.212 and are provided to the Government (i) for acquisition by or on behalf of civilian agencies, consistent with the policy set forth in 48 C.F.R. 12.212; or (ii) for acquisition by or on behalf of units of the Department of Defense, consistent with the policies set forth in 48 C.F.R. 227.7202-1 and 227.7202-3. Unless the context clearly requires otherwise, "includes" and "including" are not limiting.



CONSENT AGENDA ITEM NO. 7J

FOR COUNCIL: January 23, 2017

SUBJECT: Consideration of approving amendments to Lake Bloomington Ordinances

RECOMMENDATION/MOTION: Recommend that an Ordinance amending Chapter 23, Lake Bloomington, Section 44 and Section 54, regarding the title from intoxicated persons to possession of alcohol and/or illegal drugs and amending the penalties provision from \$10.00 to \$100.00, to \$100 to \$1,000 be approved and the Ordinances passed, and authorize Mayor and City Clerk to execute the necessary documents.

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

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

BACKGROUND: City staff have been working diligently at Lake Bloomington to establish policy and practice consistency and encourage safety. An extensive project began last year to review common practices at the Lake, explore enforcement options of City ordinances, research City-wide procedure already in place and ensure ordinance compliance, Today Staff are prepared to begin formalizing the necessary changes needed to create such consistency allowing for proper enforcement and ultimately a safer Lake Bloomington.

Lake Bloomington is the primary water source to the City of Bloomington located outside of Bloomington City limits in what is known as an unincorporated area within McLean County. Since Bloomington owns the lake and marginal land, the Illinois Municipal Code, 65 ILCS 5/7-4-2, allows for Bloomington to maintain jurisdiction and control over the area applying City ordinances as if the lake and marginal lands were located within City limits. This is permissible via Section 7-4-2 because the Lake is owned by the City, it lies outside the corporate limits of the City, and it does not lie within the corporate limits of another municipality.

Today, the Bloomington City Code carves out Chapter 23, Lake Bloomington, to provide additional Code requirements applicable to the area. Aside from being a primary water source, the lake is a recreational retreat for many and the City prides itself on working with local authorities and the State of Illinois to keep the area safe.

Staff recommend the title change of Chapter 23, Section 44 from Intoxicated Persons to Possession of Alcohol and/or Illegal Drugs. Staff recommend the text amendment to Chapter 23, Section 44 also be amended to include illegal drugs. These changes will allow the public, including lake visitors and lake residents, to clearly find and understand that the Ordinance prohibits possession of alcohol and illegal drugs on the lake and surrounding areas.

Staff also recommend that Chapter 23, Section 54 be amended by updating the policy on fines applicable for violation of Chapter 23, Lake Bloomington. The update will allow for stronger penalties for offenses and, in turn, help to ward off offenders. The fines suggested have been recommended by City Legal and are consistent with current City practice.

Civilian Lake Patrol will utilize both ordinance updates to write ordinance violations in an effort to keep the Lake area safe. All ordinance violations will be heard by the City of Bloomington's Administrative Court. The process is the same as used by other Departments enforcing City ordinances.

Staff believe that updating both Ordinance amendments will encourage increased safety and compliance with City Code at Lake Bloomington.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Lake Bloomington Association

FINANCIAL IMPACT: Not Applicable.

COMMUNITY DEVELOPMENT IMPACT: Not Applicable.

FUTURE OPERATIONAL COST ASSOCIATED WITH NEW FACILITY CONSTRUCTION: Not Applicable.

Respectfully submitted for Council consideration.

Prepared by: Leslie Yocum, Special Projects

Reviewed by: Robert D. Yehl, PE, Water Director
Steve Rasmussen, Assistant City Manager

Financial & budgetary review by: Chris Tomerlin, Budget Analyst
Carla A. Murillo, Budget Manager

Legal review by: Jeffrey R. Jurgens, Corporation Counsel

Recommended by:



David A. Hales
City Manager

Attachments:

- Ordinance

ORDINANCE NO. 2017 -
AN ORDINANCE AMENDING BLOOMINGTON
CITY CODE CHAPTER 23, SECTION 44
PERTAINING TO INTOXICATED PERSONS AND SECTION 54
PERTAINING TO PENALTIES

BE IT ORDAINED by the City Council of the City of Bloomington, Illinois (additions are indicated by underlining; deletions are indicated by strikeouts):

SECTION 1. That Bloomington City Code Chapter 23, shall be amended by amending Section 44 to read as follows:

SEC. 44: ~~INTOXICATED PERSONS.~~ POSSESSION OF ALCOHOL AND/OR ILLEGAL DRUGS.

No intoxicated person shall enter or remain in or upon the reservoir or public grounds or places within the marginal land; nor shall any person have in his possession or consume any alcoholic liquor or illegal drugs in or upon such areas.

SECTION 2. That Bloomington City Code Chapter 23, shall be amended by amending Section 54 to read as follows:

SEC. 54: Penalties; Disposition of Moneys Collected.

Any person committing an offense by ~~violation~~ violating any of the provisions of this Chapter, unless otherwise indicated, shall be deemed guilty of a fine only offense and shall be fined not less than ~~Ten Dollars (\$10.00)~~ One Hundred Dollars (\$100.00) nor more than ~~One Hundred Dollars (\$100.00)~~ One Thousand Dollars (\$1000.00) for each offense, and any license or permit in any manner relating thereto shall be revoked. Upon second offense or any additional offenses of the same provision, the fine shall double and the person may be banned from the lake. Each day that the condition or act in violation of this Article shall remain or continue shall be deemed on the part of the person guilty of such violation to be a separate and distinct offense.

SECTION 3. Except as provided herein, the Bloomington City Code, as amended, shall remain in full force and effect.

SECTION 4. The City Clerk shall be, and she is hereby directed and authorized to publish this Ordinance in pamphlet form as provided by law.

SECTION 5. This Ordinance is enacted pursuant to the authority granted to the City as a home rule unit by Article VII, Section 6 of the 1970 Illinois Constitution.

SECTION 6. This Ordinance shall take effect ten (10) days after approval and publication.

PASSED this ____ day of _____, 2017.

APPROVED this _____ day of _____, 2017.

APPROVED:

TARI RENNER
Mayor

ATTEST:

CHERRY L. LAWSON
City Clerk

CITY OF
Bloomington **ILLINOIS**
CONSENT AGENDA ITEM NO. 7K

FOR COUNCIL: January 23, 2017

SUBJECT: Consideration of adoption of an Ordinance approving a Special Use Permit for a lesser nonconforming use of grain inspection office/lab in the R-1C, High Density Single Family Residential District for the property located at 802 N. Morris Ave.

RECOMMENDATION/MOTION: That an ordinance approving a special use permit for a lesser nonconforming use of grain inspection office/lab in the R-1C, High Density Single Family Residential District for the property located at 802 N. Morris Ave be adopted, and that the Mayor and City Clerk be authorized to execute the necessary documents.

STRATEGIC PLAN LINK: Goal 3. Grow the local economy

STRATEGIC PLAN SIGNIFICANCE: Objective c. Revitalization of older commercial homes

BACKGROUND:

The subject site is commonly known as 802 N. Morris Ave and is located adjacent at the intersection of W. Chestnut Street and N. Morris Ave. The property exists within the R-1C, high density single family residential district. The district allows for single and two family homes and contemplates uses of a lesser intensity, like a day care center, with a special use permit. This corner lot was originally developed for commercial purposes but rezoned at a later date converting the property into its current status as a legal, nonconforming structure and use. Nonconforming uses and structures are allowed to exist but once destroyed must come into conformance with the zoning ordinance. In 2005, a special use permit was approved (ORD 2005-124) which allowed the property to be used as a musical instrument repair/sales shop. It was determined that the music repair shop would be less impactful than the previous nonconforming use. The music shop has since relocated and the property owners are looking to lease the property to a Central Illinois Grain Inspection, Inc, who would like to use the space as an office/laboratory. Because no structural alterations are being made, the change in use is permitted with a special use permit, approved by City Council, for a lesser nonconforming use (44.4-6D3).

The petitioner, Central Illinois Grain Inspection, Inc., intends to use the existing building as an office/grain inspection laboratory. Central Illinois Grain Inspection, Inc. is a local, multigenerational business currently located at the Cargill Soybean Processing Plant. Due to growth and expansion, they are seeking additional office space at 802 N. Morris Ave. They intend to use the space as an office for 3-4 employees which will operate Monday through Friday during regular working hours (6:30am-4pm). Employee vehicles are smaller trucks and cars. The laboratory will be used to test grain from smaller farms in the Central Illinois region for conditions like moisture, weight, damage and genetic modifications. The primary testing material used, outside of the grain, is diluted water. Grain will be stored on shelving units in the

laboratory in plastic bags and plastic totes. The USDA requires the petitioner to implement a rodent control program if rodents and other vermin were to appear. Additionally, large trucks are prohibited north of West Chestnut Street so the surrounding residents and local streets should experience no increase in truck traffic and farm equipment. Lastly three existing, and nonconforming, parking space are provided. On-street parking is also available. The petitioner anticipates that the majority of foot and vehicular traffic will be generated by employees and will be less impactful than the previous use.

The subject property is located within the Regeneration area identified in the City of Bloomington Comprehensive Plan 2035. All infrastructure and utilities are existing. Although the building is considered nonconforming, no modifications are proposed. The special use permit promotes revitalization in the Regeneration area (Goal N-1.2) and encourages the retention and expansion of local businesses increasing the potential for additional employees and clients.

ZONING BOARD OF APPEALS

This case was before the Zoning Board of Appeals for a public hearing and review on December 21, 2016. One citizen, outside of the applicant, spoke in favor of the petition; no one spoke in opposition to the petition. By unanimous vote of 5-0 with two members absent, the Board recommended approval of the special use petition for 802 N Morris Ave. This recommendation is consistent with staff's position.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED:

Public notice was published in *The Pantagraph* on Monday, December 5, 2016 in accordance with City Code. In accordance with the Zoning Code (Ordinance No. 2006-137) courtesy copies of the Public Notice were mailed to approximately 65 property owners within 500 feet. In addition, a public notice/identification sign was posted on the property.

FINANCIAL IMPACT: The special use permit will allow the expansion of an established local business. The growth could result in additional clients and employees adding to Bloomington's local economy and fortifying Bloomington's role in the agribusiness sector. No change in property taxes is expected.

Respectfully submitted for Council consideration.

Prepared by: Katie Simpson, City Planner

Reviewed by: Tom Dabareiner, AICP, Community Development Director

Financial & Budgetary review by: Chris Tomerlin, Budget Analyst
Carla A. Murillo, Budget Manager

Legal review by: George D. Boyle, Assistant Corporation Counsel

Recommended by:



David A. Hales
City Manager

- Ordinance for Special Use Permit
- Special Use Petition
- Aerial Map of Subject Property
- Mailing Sample and Newspaper Notice
- Mailing List
- Zoning Board of Appeals Report for 12-21-16
- Zoning Board of Appeals Draft Minutes for 12-21-16

ORDINANCE NO. 2017-__

**AN ORDINANCE APPROVING A SPECIAL USE PERMIT FOR A
LESSER NONCONFORMING USE OF GRAIN INSPECTION OFFICE/LAB IN
THE R-1C DISTRICT**

FOR PROPERTY LOCATED AT: 802 N MORRIS AVE

WHEREAS, there was heretofore filed with the City Clerk of the City of Bloomington, McLean County, Illinois, a petition requesting a Special Use Permit for a lesser nonconforming use in the R-1C Single Family Residential District for certain premises hereinafter described in Exhibit(s) 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 Permit would comply with the standards and conditions for granting such special permitted use for said premises as required by Chapter 44, Section 44.10-3C of the Bloomington City Code, 1960; and

WHEREAS, the City Council of the City of Bloomington has the power to pass this Ordinance and grant this special use permit;

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

1. That the Special Use Permit for a lesser nonconforming use of grain inspection office/lab in the R-1C District on the premises hereinafter described in Exhibit(s) A and commonly referred to as 802 N. Morris Avenue shall be and the same is hereby approved.
2. This Ordinance shall take effect immediately upon passage and approval.

PASSED this _____ day of _____, 20____.

APPROVED this _____ day of _____, 20____.

Tari Renner, Mayor

ATTEST:

Cherry Lawson, City Clerk

Jeff Jurgens, Corporate Counsel

Exhibit A

“Legal Description for 802 N Morris Ave”

DIDLAKES ADDITION E40' LOT 6 BLOCK 3. PIN: 21-05-209-018

PETITION FOR A SPECIAL USE PERMIT FOR PROPERTY LOCATED AT:

802 N. Morris, 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) CENTRAL ILLINOIS GRAIN INSPECTION, INC.

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 R-1C 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 a lesser nonconforming use, are allowed as a special use in a R-1C 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 R-1C 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 R-1C 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,

A handwritten signature in cursive script, appearing to read "Monte F. Weirman", written in dark ink.

Monte F. Weirman, President

Central Illinois Grain Inspection, Inc.

Exhibit A – Legal Description of Property

Site Plan - Special Use Permit

Street Address: 802 N. Morris, Bloomington, IL 61701

Legal Description: DIDLAKES ADD E40' LOT 6 BLK 3

Parcel Number: 21-05-209-018

The North Point of the property is on N. Morris Avenue on the back side of the building.

The boundary lines of 802 N. Morris are 40 feet from West to East and 55' from South to North.

The location of the survey monuments (steel pins) are 40 feet from the sidewalk on the East side to the property line on the West side, and 55 feet from the sidewalk on the South to the property line on the North side.

We will use the existing sidewalks for our business. The sidewalk on the South side is located 7 feet from the building, 13 feet from the street, and 4 feet wide. The sidewalk on the East side is adjoined to the building, 14 feet from the street, and 5 feet wide. Their surface material is concrete.

We will use the existing parking area on the East side of the building and on-street parking for our business. The parking area is 5 feet from the building, adjoined to the street, 13 feet wide, and 55 feet long. The surface material of the parking area is gravel, and the street is asphalt.

We will use the existing building for our business. The building is a single level with basement (which will be used for storage only). It is 1,674 square feet on the main floor and 768 square feet in the basement. It is 44 feet long and 37 feet wide.

The building is located 24 feet from the street on the South side, 19 feet from the street on the East side, 4 feet from the property line on the North side, and 3 feet from the property line on the West side.

The building is 16 feet tall.

The building is 1 story with a basement.

The building design is a brick wood framed commercial-style building. It has an open main floor, and an unfinished basement (which will be used for storage).

The existing parking area will accommodate 3-4 parking spaces.

Exhibit B –Description of Business
for Special Use Permit

Street Address: 802 N. Morris, Bloomington, IL 61701

Applicant Legal Name: Central Illinois Grain Inspection, Inc.

Applicant Owner: Monte F. Weirman, President

Central Illinois Grain Inspection, Inc. formerly, Bloomington Grain Inspection, founded by Harold Weirman in 1935 has been operating on the West side of Bloomington IL since its inception. Gary Weirman, Harold's son took over ownership and operations of the business in 1977 and incorporated the business as Central Illinois Grain Inspection in 1982. Upon Gary's retirement in 2008, Monte Weirman, Gary's son took over ownership and operations of the business.

82 years later, our main office continues to be located at the Cargill soybean processing plant on the West side of Bloomington. Due to growth and expansion, we have determined the need to open a new office and desire to keep this location on the West side of Bloomington.

Our Business: Central Illinois Grain Inspection, Inc. ("CIGI") is an official inspection agency of the USDA's Federal Grain Inspection Service (FGIS). Under the FGIS oversight, CIGI helps move Illinois harvest into the marketplace by providing farmers, grain handlers, grain processors, grain exporters, and international buyers with sampling, inspection, process verification, weighing and stowage examination services that accurately and consistently describe the quality and quantity of the commodities being bought and sold. In a nutshell, we take samples of grain and run them through laboratory tests that can determine everything from Moisture, Test Weight, Damage to Mycotoxins and Genetically Modified (GMO's) of the grain.

Our proposed use of 802 N. Morris: Most of our services are provided on-site (at our customer's facilities) for our customers such as Cargill and AgRail in Bloomington, ADM and Tate & Lyle in Decatur, and other remote Grain Elevators. We maintain on-site labs for these customers. However, for smaller customers, we will bring their samples to a central lab location to run the tests on their samples. Occasionally, these same customers will bring samples to us for running certain tests which help them determine the quality and content of the samples. Our intent for use of this property is to maintain a central lab to serve our smaller customers.

Our business is relatively low traffic when compared to other businesses and our hours of operation are typically Monday through Friday from 6:30 AM to 4PM. We anticipate having approximately 3-4 employees on site at the 802 N. Morris facility at any given time during our normal hours. The 802 N. Morris property offers ample parking for our employees and company vehicles both on site and local street parking.

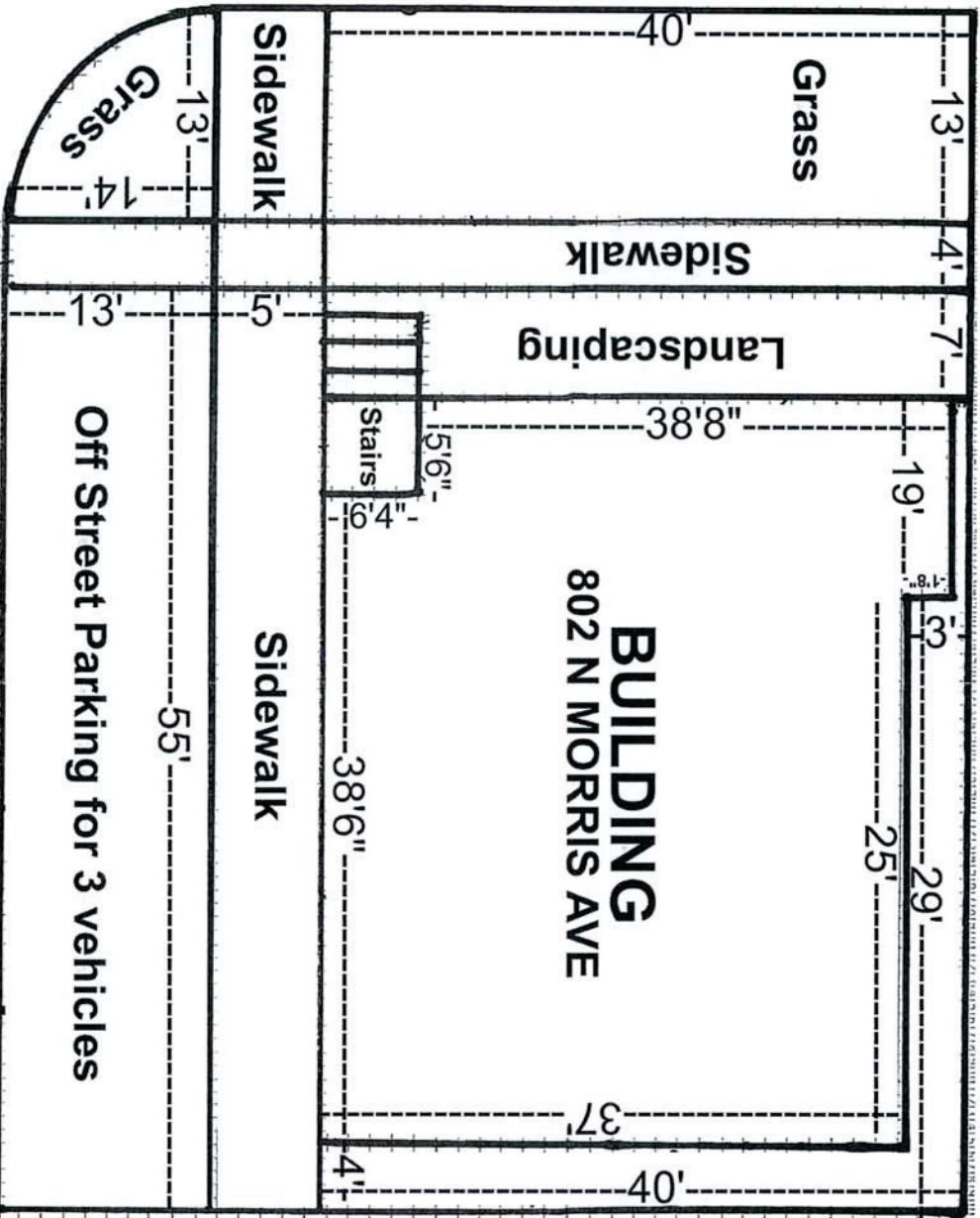
We currently have 5 company vehicles (mini-vans and ½ ton pick-up trucks) which are used to shuttle our employees to remote locations. We anticipate that, at most, 3-4 of these vehicles will be parked at or near the 802 Morris location. Most of our vehicles are either dispatched or will be parked at alternative locations such as Cargill, AgRail or employee homes. We do not anticipate that our flow of employees, customers or vehicles will disrupt the lives of the local residents in this area and hope to continue the solid relations that the owners of the building have established over the past 10 years.

We will use the existing 3 foot tall wire fencing which surrounds the North & West sides of the building. There is 40 feet of fencing on the North side and 48 feet of fencing on the West side.

We will utilize and properly maintain the existing landscaping & plant life for our business. There is currently grass on the South & South-East sides of the building. The grass on the South side is 13 feet wide and 40 feet long. The grass on the South-East side is pie-shaped and measures 13 feet, 14 feet, and 20 feet. We will also utilize the existing floral landscaping along the South side of the building which includes several types of perennial plants and bushes.

S

W CHESTNUT ST



W

N

N MORRIS AVE

E



802 N Morris Ave-Aerial View



0 0.02 0.04 Miles By using any McGIS products or services, you indicate your acceptance of the Licensing Agreement: <http://www.McGIS.org/License>

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Printed: 12/12/2016 1:56:59 PM

Notes



Department of Community Development
115 E Washington St, Ste 201
Bloomington IL 61701

December 1, 2016

Dear Property Owner or Resident:

The Zoning Board of Appeals of the City of Bloomington, Illinois, will hold a public hearing scheduled for Wednesday, December 21, 2016 at 4:00 p.m. in the Council Chambers of City Hall Building, 109 E. Olive St., Bloomington, Illinois, for a petition submitted by Central Illinois Grain Inspection, Inc. for the approval a special use petition for the property located at 802 N. Morris Ave at which time all interested persons may present their views upon such matters pertaining thereto. The petitioner or his/her Counsel/Agent must attend the meeting and the subject property is described as follows:

Legal Description:
DIDLAKES ADD E40' LOT 6 BLK 3

REQUEST

The petitioner is requesting a special use permit to allow for a lesser nonconforming use in the R-1C district at 802 N. Morris Ave. The petitioner would like to use the property as an office for their grain inspection company

You are receiving this courtesy notification since you own property within a 500 foot radius of the land described above (refer to map on back). All interested persons may present their views upon matters pertaining to the requested variance during the public hearing.

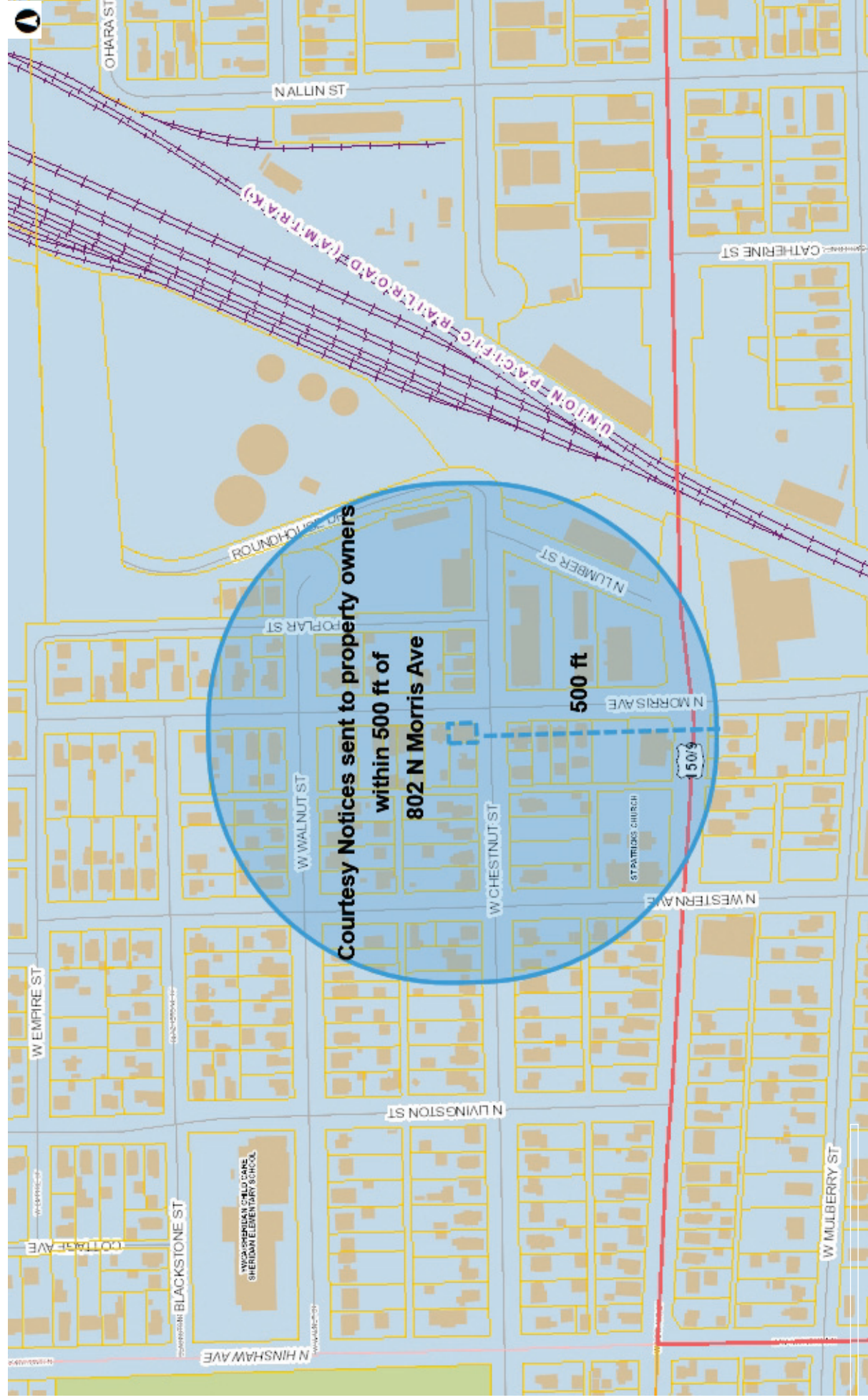
In compliance with the Americans with Disabilities Act and other applicable federal and state laws, the hearing will be accessible to individuals with disabilities. Persons requiring auxiliary aids and services should contact the City Clerk at (309) 434-2240, preferably no later than five days before the hearing.

Please note that cases are sometimes continued or postponed for various reasons (i.e lack of quorum, additional time needed, etc.). The date and circumstance of the continued or postponed hearing will be announced at the regularly scheduled meeting. The hearing's agenda will be available at www.cityblm.org. If you desire more information regarding the proposed petition or have any questions you may call me at (309) 434-2226 or email me at ksimpson@cityblm.org.

Sincerely,

Katie Simpson
City Planner

Attachment
Location Map with 500 foot notification buffer



20852448

**CITY OF BLOOMINGTON
PUBLIC HEARING NOTICE**

Public Notice is hereby given that the Zoning Board of Appeals will hold a public hearing on Wednesday December 21, 2016 at 4:00 PM in the Council Chambers, 109 E. Olive Street, Bloomington Illinois to hear testimony on a petition submitted by Central Illinois Grain Inspection, Inc., requesting approval of a Special Use Permit to allow a lesser nonconforming use in a R-1C, Single Family Residence District, on property located at 802 N. Morris Ave.

**LEGAL DESCRIPTION: Exhibit
A**

DIDLAKES Addition E40' Lot 6
Block 3. Parcel Number:
21-05-209-018.

All interested persons may present their views upon such matters pertaining thereto. Said Petition and all accompanying documents are on file and available for public inspection in the Office of the City Clerk.

In compliance with the Americans with Disabilities Act and other applicable federal and state laws, the hearing will be accessible to individuals with disabilities. Persons requiring auxiliary aids and services

should contact the City Clerk, preferably no later than five (5) days before the hearing.

The City Clerk may be contacted either by letter at 109 E. Olive St., Bloomington, IL 61701, by telephone at 309-434-2240, or email cityclerk@cityblm.org. The City Hall is equipped with a text telephone (TTY) that may also be reached by dialing 309-829-5115.

**Cherry Lawson
City Clerk**

Published in the Pantagraph:
December 5th, 2016



Department of Community Development
115 E Washington St, Ste 201
Bloomington IL 61701

December 1, 2016

Dear Property Owner or Resident:

The Zoning Board of Appeals of the City of Bloomington, Illinois, will hold a public hearing scheduled for Wednesday, December 21, 2016 at 4:00 p.m. in the Council Chambers of City Hall Building, 109 E. Olive St., Bloomington, Illinois, for a petition submitted by Central Illinois Grain Inspection, Inc. for the approval a special use petition for the property located at 802 N. Morris Ave at which time all interested persons may present their views upon such matters pertaining thereto. The petitioner or his/her Counsel/Agent must attend the meeting and the subject property is described as follows:

Legal Description:
DIDLAKES ADD E40' LOT 6 BLK 3

REQUEST

The petitioner is requesting a special use permit to allow for a lesser nonconforming use in the R-1C district at 802 N. Morris Ave. The petitioner would like to use the property as an office for their grain inspection company

You are receiving this courtesy notification since you own property within a 500 foot radius of the land described above (refer to map on back). All interested persons may present their views upon matters pertaining to the requested variance during the public hearing.

In compliance with the Americans with Disabilities Act and other applicable federal and state laws, the hearing will be accessible to individuals with disabilities. Persons requiring auxiliary aids and services should contact the City Clerk at (309) 434-2240, preferably no later than five days before the hearing.

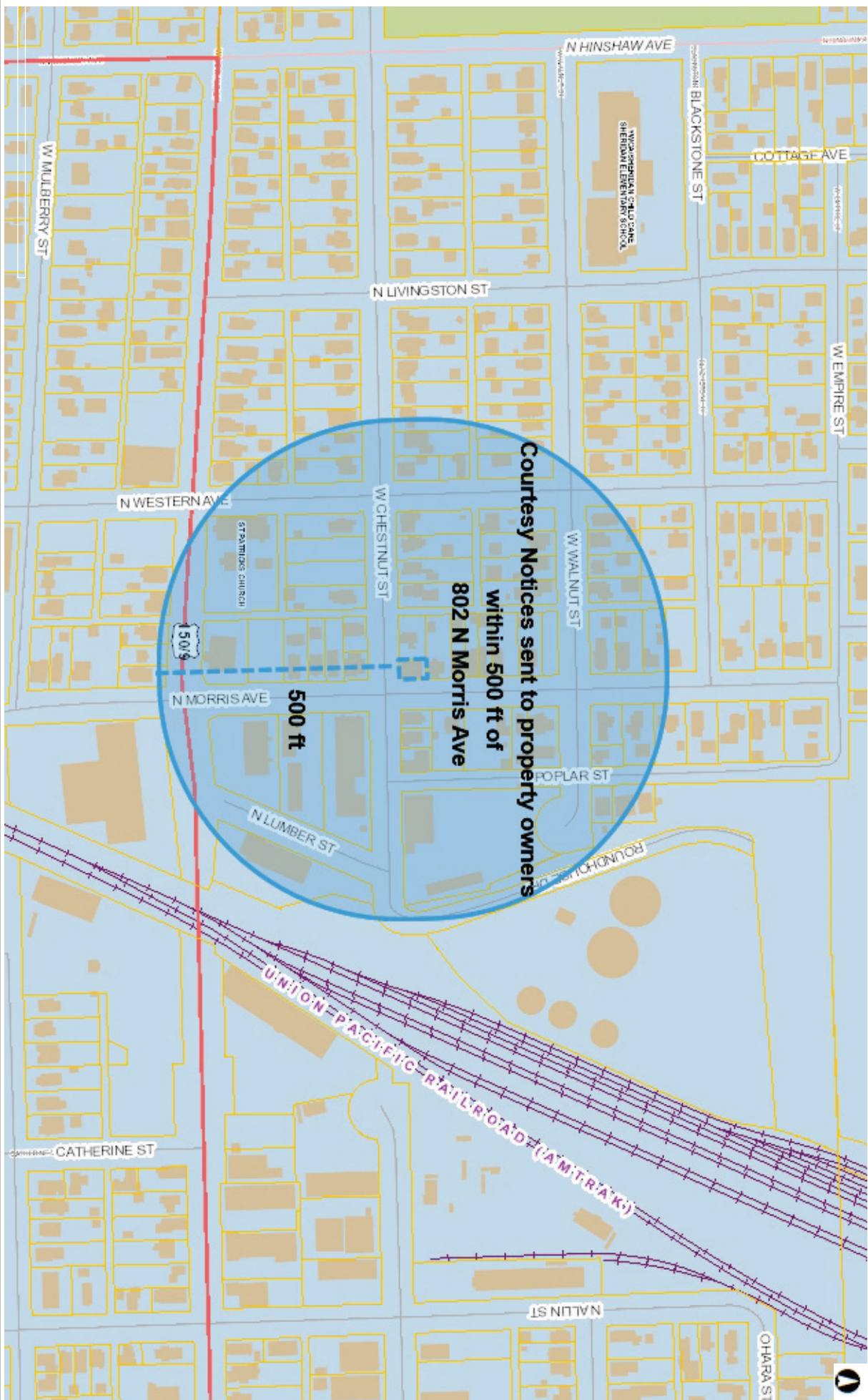
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Sincerely,

Katie Simpson
City Planner

Attachment
Location Map with 500 foot notification buffer

Public Hearing for a Special Use Petition to allow for a lesser non-conforming use in the R-1C District



Notes

Zoning Board of Appeals
Wednesday, December 21, 2016 at 4:00 pm
109 E Olive Street, Bloomington, IL

By using any McGIS products or services, you indicate your acceptance of the Licensing Agreement:

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**CITY OF BLOOMINGTON
REPORT FOR THE BOARD OF ZONING APPEALS
DECEMBER 21, 2016**

CASE NUMBER	SUBJECT:	TYPE	SUBMITTED BY:
SP-07-16	802 N Morris Ave	Special use for lesser nonconforming use	Katie Simpson, City Planner

REQUEST

The petitioner is seeking a special use to allow a lesser nonconforming use in the R-1C district for the property located at 802 N. Morris Ave.

NOTICE

The application has been filed in conformance with applicable procedural and public notice requirements. Notice was published in the Pantagraph on Monday, December 5, 2016.

GENERAL INFORMATION

Owner and Applicant: Central Illinois Grain Inspection, Inc.

LEGAL DESCRIPTION:

DIDLAKES ADDITION E40' LOT 6 BLOCK 3. PIN: 21-05-209-018

PROPERTY INFORMATION

Existing Zoning: R-1C, High Density Single-Family Residence District
Existing Land Use: Commercial-Music Repair Shop
Property Size: approximately 2,206 square feet
PIN: 21-05-209-018

Surrounding Zoning and Land Uses

Zoning

North: R-1C, Single-Family Residential District
South: R-1C, Single-Family Residential District
East: R-1C, Single-Family Residential District
East: M-1 Restricted Manufacturing District
West: R-1C, Single-Family Residential District

Land Uses

North: Single family homes
South: Single family homes
East: Single family homes
East: Commercial/warehouse storage
West: Single family homes

Analysis

Submittals

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

1. Application for a special use
2. Site Plan
3. Aerial photographs

4. Site visit

PROJECT DESCRIPTION

The subject property is commonly known as 802 N. Morris Ave and is located at the intersection of N. Morris Ave and W. Chestnuts Street. The site exists within the R-1C High Density Single-Family Residential District, but was originally developed for a commercial use. It is considered to have a nonconforming status. In 2005, a special use permit was approved (Ord. 2005-124) which allowed the property to be used as a Musical Instrument Repair/Sales Shop. It was determined that the proposed special use would have less impact than the previous use.

The petitioner, Central Illinois Grain Inspection, Inc., would like to use the building as an office. Central Illinois Grain Inspection, Inc. is a local business that tests grain samples for conditions like moisture, weight, damage and genetic modifications. The business is currently located at the Cargill Soybean Processing Plant but due to growth and expansion, the petitioner is seeking to open an additional office at the 802 N Morris Ave. location. Testing for larger customers are provided at their respective facilities, however, testing for smaller customers would be completed at a central lab location. In this case, the petitioner is proposing 802 N. Morris to be used as an office and central lab to serve smaller scale farmers and customers. The petitioner proposes to have 3-4 employees on site and to operate Monday through Friday from 6:30 AM to 4:00 PM.

The petitioner is proposing no changes to the building, landscaping or parking. The site currently has a gravel parking area which could accommodate roughly 3 vehicles. The parking area is also nonconforming. Additionally, both N. Morris Ave and W. Chestnut Street have on-street parking. The petitioner believes the majority of foot and vehicular traffic will be generated by their employees and will be less impactful than at the existing use. The petitioner states that type of tests which will be conducted do not involve hazardous materials, and the primary material besides grain is diluted water. Grain used for testing will be stored on shelving units in the lab in plastic bags and plastic totes. The USDA requires the petitioner to implement a rodent control program if rodents were to appear.

Action by the Board of Zoning Appeals.

For each special use application the Board of Zoning Appeals shall report to the Council its findings of fact and recommendations, including the stipulations of additional conditions and guarantees, when they are deemed necessary for the protection of the public interest or to meet the standards as specified herein. No special use application shall be recommended by the Board of Zoning Appeals for approval unless such Board shall find:

- 1. that the establishment, maintenance, or operation of the special use will not be detrimental to or endanger the public health, safety, comfort or general welfare;** the R-1C district contemplates single-family and two-family dwelling units. The subject property existed before the zoning district was applied to this neighborhood. The property is considered nonconforming. No changes to the building are proposed, the use is primarily office with 3-4 employees and regular working hours. Larger trucks are prohibited on N. Morris Ave north of Chestnut Street which will limit the travel of larger farm equipment and grain trucks through the residential neighborhood located north of Chestnut Street. The

petitioner is taking measures to prevent rodents and hazardous materials on the property. The standard is met.

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;** no changes are proposed to the building, landscaping and parking. The hours of operation do not vary greatly from the existing business. The business owner should take precautions to decrease foot and vehicle traffic by employees. The standard is met.
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;** a commercial use has existed at this site for decades. No changes are proposed to the footprint of the building, parking, landscaping. Large trucks are prohibited on N. Morris Ave north of Chestnut Street.
4. **that adequate utilities, access roads, drainage and/or necessary facilities have been or will be provided;** utilities and drainage currently exist and will be in compliance with city code. The standard is met.
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;** all ingress and egress is existing; no new access is proposed. The standard is met.
6. **that the special use shall, in all other respects, conform to the applicable regulations of the district in which it is located, except as such regulations may be modified by the Council pursuant to the recommendations of the Board of Zoning Appeals. (Ordinance No. 2006-137)** The subject property is considered to be a nonconforming structure and a nonconforming lot.

STAFF RECOMMENDATION:

Staff finds that the petition has met the Zoning Ordinance's standards required to allow a special use. Staff recommends **approval** of the requested **special use** for a lesser nonconforming use (a Grain Inspection Laboratory and Office) in the R-1C district, case SP-06-18.

Respectfully submitted,
Katie Simpson, City Planner

Attachments:

- Draft Ordinance
- Exhibit A-Legal Description
- Petition
- Site Plan
- Aerial Photos
- Zoning Map
- Neighborhood Notice Map and List of Addresses Notified

DRAFT
MINUTES
ZONING BOARD OF APPEALS
REGULAR MEETING
Wednesday, December 21, 2016, 4:00 P.M.
Council Chambers, City Hall
109 East Olive Street, Bloomington, Illinois

Members present: Chairman Briggs, Mr. Bullington, Mr. Kearney, Ms. Meek, and Mr. Simeone

Members absent: Mr. Brown, Mr. Butts

Also present: Mr. George Boyle, Assistant Corporation Counsel
Ms. Katie Simpson, City Planner
Tom Dabareiner, Community Development Director

At 4:00PM, Mr. Dabareiner called the roll. With five members in attendance, a quorum was present. City staff introduced themselves.

SP-07-16 Consideration, review and approval of a special use petition submitted by Central Illinois Grain Inspection, Inc. requesting a lesser nonconforming use in the R-1C district for the property located at 802 N Morris Ave.

Chairman Briggs introduced the case. Mr. Travis Thacker, 2305 Knollbrook Way, was sworn in to represent the petitioner. Mr. Thacker stated he owned the property, which has always been a nonconforming business use in a residential district. He gave a history of the commercial uses of the building. He stated the proposed use is a grain inspection company, who will lease the property, but it needs a special use. He compared it with the current business usage which had more employees and customers visiting than would the proposed use.

Mr. Art Mayer, 1 London Court, was sworn in. Mr. Mayer stated he is the former owner of a business at 1102 W. Locust. He added that the outgoing business presented no problems and he supports the proposed use.

Mr. Bullington asked Mr. Boyle if the ZBA can act on this with the petitioner not present. Mr. Boyle stated in the affirmative.

Ms. Simpson provided the staff presentation and stated she is recommending in favor of the special use. She showed photographs of the location and surrounding uses, and confirmed the residential zoning. She noted the proximity of the nearby grain elevators. She stated the petitioner is proposing no external changes to the building. She noted the petitioner will have a vermin control program in place. Ms. Simpson pointed out the continued use of the parking area located in the parkway. She reviewed the standards and stated she believes they are met. Mr. Simeone asked whether there will be traffic from customers bringing their own grain samples; Ms. Simpson replied that there would be a few but the business largely depended on their employees to transport the grain samples.

The special use was **approved** unanimously with the following votes recorded: Mr. Bullington—yes; Mr. Kearney—yes; Ms. Meek—yes; Mr. Simeone—yes; Chairman Briggs—yes.

Respectfully,

Tom Dabareiner AICP
Community Development Director

CITY OF
Bloomington **ILLINOIS**
CONSENT AGENDA ITEM NO. 7L

FOR COUNCIL: January 23, 2017

SUBJECT: Consideration of approving an Ordinance Prohibiting the Use of Groundwater as a Potable Water Supply at 802 North Main Street, former site of Quinn's Shell.

RECOMMENDATION/MOTION: That the Ground Water Ordinance be passed and the Mayor and City Clerk be authorized to execute the necessary documents.

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

STRATEGIC PLAN SIGNIFICANCE: Objective 2b. Quality water for the long term, and 5c. Incorporation of "Green Sustainable" concepts into City's development and plans.

BACKGROUND: As is the case hundreds of times over in the United States, the site of a former gasoline station in Bloomington, at 802 N. Main Street, has petroleum-related ground contamination. In Illinois, owners are required to mitigate this contamination and ensure a high degree of safety before the land can be redeveloped. They hire environmental engineering firms and geologists to conduct tests and, with cooperation and consent of the Illinois Environmental Protection Agency (IEPA), they enact Corrective Action Plans. When owners and their representatives take corrective steps, they qualify for reimbursement. Therefore, they have professional, civic and financial motivation to act responsibly to facilitate the restoration and redevelopment of properties that otherwise might be left vacant and eventually create blight.

Mr. Elmo Quinn, retired owner of Quinn's Shell, 802 N. Main, hired Geocon Professional Services, which opened a case with the IEPA on March 26, 2015.

Action taken

In May 2015 and August 2016, Geocon oversaw removal of four underground gasoline tanks, plus a tank that held home heating fuel, and 1,087 cubic yards of soil at contamination hotspots. The soil was legally disposed of. Additionally, because it rained during an excavation, Geocon oversaw removal of 2,805 gallons of water from an excavation site. The excavations were backfilled. Geocon also has provided analysis showing that, if reasonable precautions are taken, remaining contaminants at the site will not present a health danger through the following routes of exposure: groundwater consumption, ingestion, and inhalation.

Groundwater Protection and the City of Bloomington

In order for the IEPA to move forward with its review of the case, the City must pass an ordinance banning use of groundwater near the site as a potable water source. The City already prohibits drilling of new private water wells within Bloomington for potable water, but the

wording of a special ordinance fulfills IEPA guidelines. It fulfills Geocon's need to show that exposure through drinking is blocked.

Still pending after the City Council approves a groundwater ordinance

- IEPA will review the entire case to ensure that public safety needs have been met.
- If IEPA signs off, the Illinois Department of Transportation still must finalize a Highway Authority Agreement because low levels of contamination exist underneath Main Street, which is part of the State-controlled U.S. Route 51, and in the right of way.
- The State may (or may not) place restrictions on redevelopment such as prohibiting residential use.
- The State and the City will flag the site on its mapping systems and warn contractors performing excavations that the soil and groundwater have a degree of petroleum-related contamination.

Is this safe?

IEPA has controlling authority and employs experts to best evaluate this case and others. The City staff defers to those experts to ensure safety.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: The Public Works Department facilitated an open-house style public meeting from 4 to 6 p.m. on December 15, 2016, at the Creativity Center. In addition to following the City's procedures to comply with the Open Meetings Act, Public Works sent letters of invitation to property owners in the vicinity, using the model for planning and zoning notifications utilized by the Community Development Department. Approximately 200 invitations were mailed. Just two members of the public attended the meeting. They engaged in discussion with Geocon geologist Karl Newman. The Department also received two written comments from members of the public. None objected to moving forward with the ordinance.

FINANCIAL IMPACT: N/A

Respectfully submitted for Council consideration.

Prepared by: Stephen Arney, Technician I, Public Works

Reviewed by: Jim Karch, PE, CFM, Director of Public Works

Financial & budgetary review by: Chris Tomerlin, Budget Analyst
Carla A. Murillo, Budget Manager

Legal review by: Jeffrey R. Jurgens, Corporation Counsel

Recommended by:



David A. Hales
City Manager

Attachments:

- Proposed ordinance
- Geocon project summary and request for ordinance
- Exhibits from the public open house
- Written public comments

ORDINANCE NO. 2017-_____

**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, 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 I 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 of Bloomington desires to limit potential threats to human health from groundwater contamination while facilitating the redevelopment 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, 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 within a polygon whose corners are described by the following Parcel Identification Numbers, and within the portion of the right of ways of Chestnut, Walnut, Madison, Center and Main streets, and the south-to-north alley immediately east of Main, as shown on Exhibit A, which is attached hereto and incorporated herein by reference.

2104131005	2104131009
2104136012	2104131004
2104132012	2104132010
2104131008	2104131011
2104131002	2104131003
2104131001	2104131010
2104131006	2104132013
2104133009	2104135001
2104133010	2104131012
2104136010	2104131007
2104136011	

SECTION 2: Penalties.

Any person violating the provisions of this ordinance shall be subject to a fine of not less than \$50.00 nor 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 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 of 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 9th day of January, 2017.

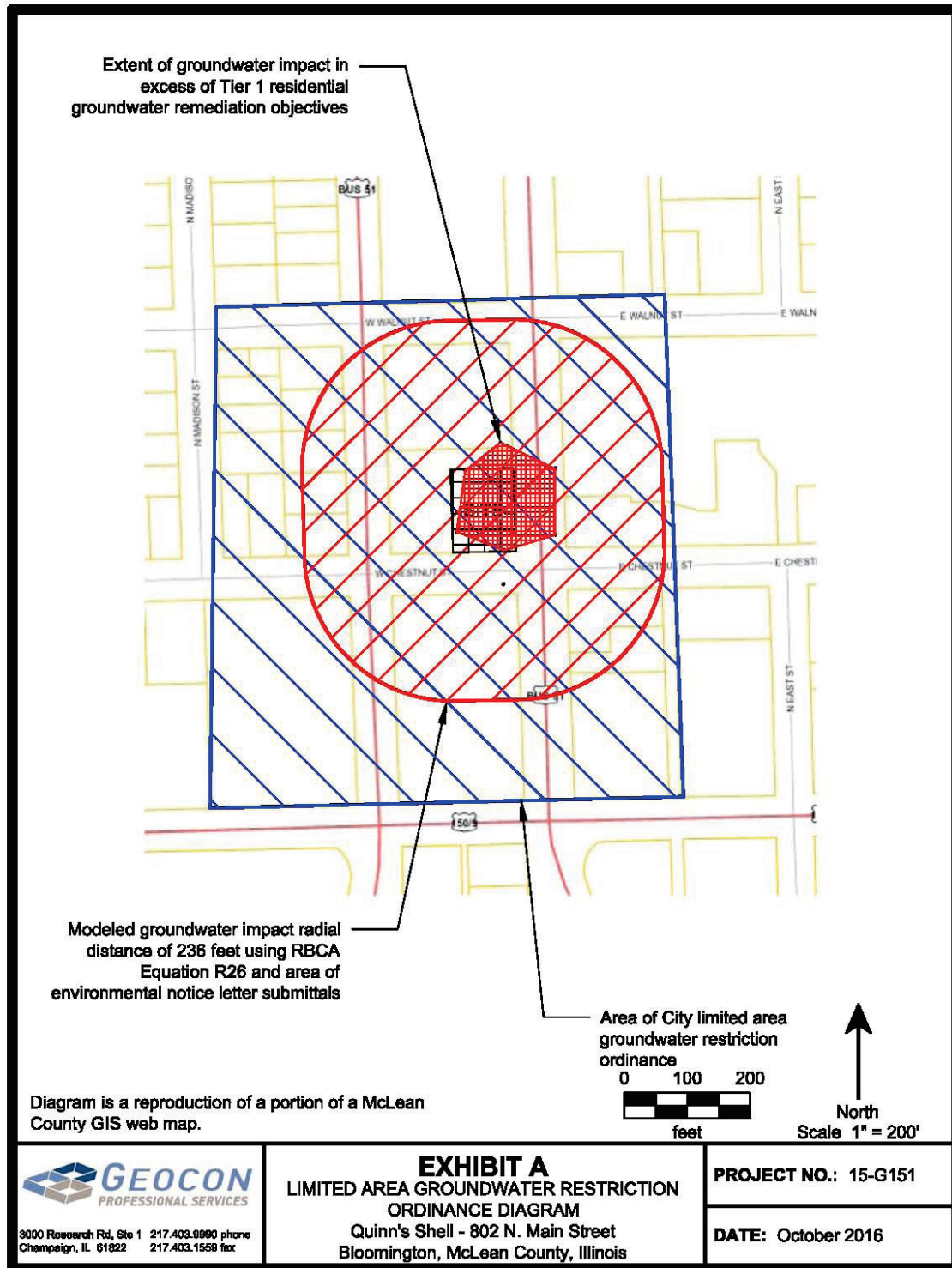
APPROVED this _____ day of _____, 2009.

APPROVED:

Tari Renner
Mayor

ATTEST
Cherry Lawson
City Clerk

Exhibit A





October 18, 2016

Mr. David Hales
City of Bloomington
109 E. Olive Street
Bloomington, Illinois 61701

SUBJECT: LPC #1130205487 – McLean County
 Bloomington / Quinn's Shell (Elmo Quinn)
 802 N. Main Street
 LUST Release Incident No. 20150322
 GEOCON Project No. 15-G151

Dear Mr. Hales:

GEOCON Professional Services, LLC. (GEOCON) is currently conducting Corrective Action work at the Quinn's Shell facility located at 802 N. Main Street in the City of Bloomington, McLean County, Illinois. GEOCON has been retained by Mr. Elmo Quinn of Quinn's Shell to assist with obtaining closure of leaking underground storage tank (LUST) release incident 20150322 under the guidance and authority of the Illinois Environmental Protection Agency (IEPA) and 35 Illinois Administrative Code (IAC) Part 734, *Petroleum Underground Storage Tanks*. This letter is intended to provide the City of Bloomington with a summary of the Corrective Action completed to date and to request adoption of a limited area groundwater restriction ordinance for use as an Institutional Control.

At the time of the 2015 LUST release incident, the site was known as the Quinn's Shell automobile fueling facility owned and operated by Mr. Quinn. A topographic map of the site is provided as **Figure 1** in **Attachment 1**. An aerial photograph of the site and surrounding properties is provided as **Figure 2** in **Attachment 1**. A site plan is provided as **Figure 3** in **Attachment 1**.

Since then, and, as required by the IEPA in accordance with the LUST regulations set forth in 35 IAC Part 734, subsurface investigation work was completed to define the horizontal and vertical extent of the soil and groundwater contamination resulting from the LUST release incident. The measured extents of soil and groundwater contamination have been defined and are illustrated on **Figures 4 and 5** in **Attachment 1**. The modeled extent of groundwater contamination was evaluated through a Tier 2 evaluation using risk-based models and is illustrated on **Figure 6** in **Attachment 1**.

As a point of reference, the measured extents of soil and groundwater contamination are based on actual testing data gathered during the previous subsurface investigations; however, the modeled extent of groundwater contamination is based on results of Tier 2 risk-based equations outlined in 35 IAC Part 742, *Tiered Approach to Corrective Action Objectives*. The Tier 2 modeling takes into account site specific geology and other site specific conditions (ie: hydraulic gradient, hydraulic conductivity, measured data, proximity to water supply wells and surface waters). The modeling assumes that the groundwater contamination could potentially move further outward (laterally) from the existing groundwater monitoring well sampling points; however, this may not actually occur.

Based on the findings of a water supply well survey that involved contacting numerous state and local agencies, there are no community potable water supply wells within 2,500 feet of this site and no private water supply wells within 200 feet of the site. We are not aware of any active, abandoned or sealed private wells on the gas station site. We did not observe or find record of any private water wells on the adjacent properties. It is our understanding that the site and all surrounding properties are serviced by the City's municipal water supply, which is obtained from surface water impounded within Lake Bloomington and Evergreen Lake, both of which are located approximately 7 to 8 miles north of the City of Bloomington, Illinois.

A *Corrective Action Plan (CAP) and Budget*, dated February 15, 2016 and prepared by GEOCON, was approved by the IEPA in a letter to Quinn's Shell, dated March 8, 2016. The *CAP and Budget* proposed, after completion of the remedial excavation and landfill disposal of the highly contaminated soils in the southeastern portion of the site, that an evaluation of exposure routes be completed and that Institutional Controls be implemented for the site to address the remaining soil and groundwater contamination. More specifically, it was proposed to eliminate the groundwater ingestion exposure route, which requires the establishment of a groundwater restriction ordinance for the area of the modeled extent of groundwater contamination. As such, we are requesting that the City of Bloomington adopt an ordinance that expressly prohibits any person, including the City of Bloomington, from drilling a well or using the groundwater beneath a specified area surrounding the site. For discussion purposes, the approximate limits of the proposed ordinance area would be a roughly rectangular-shaped area including an approximate 236-ft. radius from the site. The 236-ft. distance is based on the Tier 2 risk-based modeling which shows that at a distance of 236 feet from the site, the concentration levels of contaminants of concern in the groundwater would be below the Tier 1 remediation objectives (ROs) for a Class I groundwater setting. The IEPA approved the Tier 2 risk-based modeling contingent on the adoption of the limited area groundwater restriction ordinance.

The proposed area to be covered is shown on **Exhibit A** to the draft groundwater restriction ordinance provided in **Attachment 2**. The proposed limits of the ordinance area can be modified if desired by the City of Bloomington, including the entire area of the corporate limits of the City of Bloomington. The adoption of the groundwater restriction ordinance, which is a conservative measure to protect human health and safety, would prevent someone from inadvertently or unknowingly drilling through the shallow groundwater contamination, which by doing so, could create a pathway for the contamination to migrate vertically into an underlying Class I potable water supply aquifer, if present. We believe that it is in the best interest of the City of Bloomington to conservatively protect its residents and adopt the groundwater restriction ordinance.

A copy of the proposed groundwater restriction ordinance in draft format is provided in **Attachment 2**. The draft groundwater restriction ordinance was created from a model document provided by the IEPA and from a review of groundwater restriction ordinances previously adopted by the City of Bloomington.

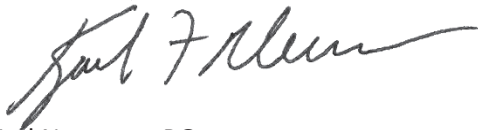
Should you require further information regarding the LUST release incident, such as a copy of the IEPA-approved *CAP and Budget*, please do not hesitate to contact us at your convenience. In addition, the IEPA project manager assigned to this LUST incident is Mr. Dave Myers and he can be contacted at (217) 785-7491 if you would like to speak with him directly pertaining to the IEPA's approval of the *CAP and Budget*.

GEOCON Project No. 15-G151
LPC #1130205487 – McLean County
Bloomington / Quinn's Shell (Elmo Quinn)
802 N. Main Street
LUST Release Incident No. 20150322
Page 3

Please review the provided information and contact the undersigned at (217) 530-4084 to discuss the possible adoption of the proposed groundwater restriction ordinance. Additionally, I am more than happy to meet with the City of Bloomington as necessary to discuss the project in detail in order to advance adoption of the ordinance. Thanks for your time and we look forward to your response.

Sincerely,

GEOCON Professional Services, LLC.



Karl Newman, PG
Senior Project Manager



cc: Mr. Elmo Quinn, Quinn's Shell.

Attachments

GEOCON Project No. 15-G151
LPC #1130205487 – McLean County
Bloomington / Quinn's Shell (Elmo Quinn)
802 N. Main Street
LUST Release Incident No. 20150322



Attachment 1

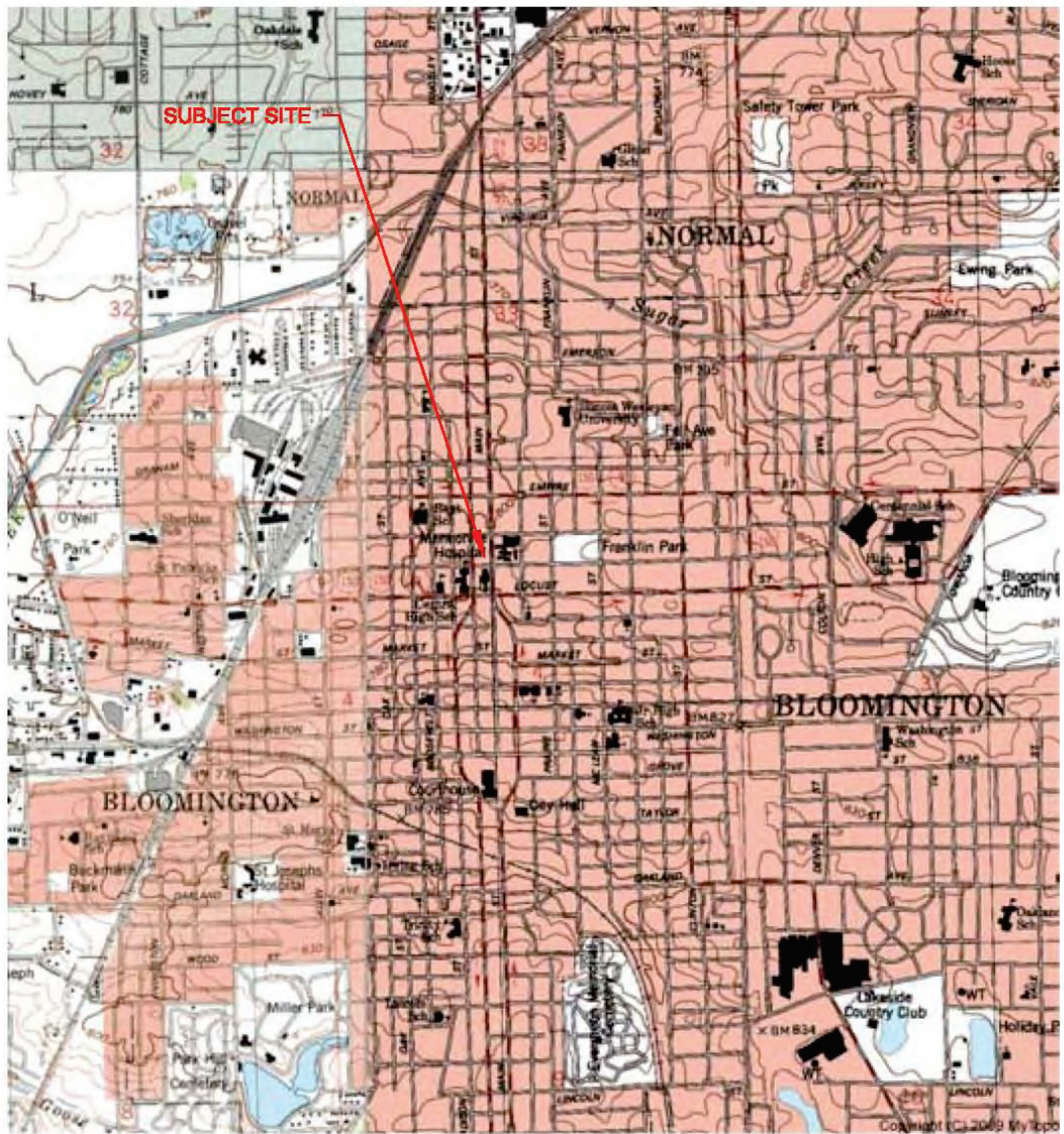
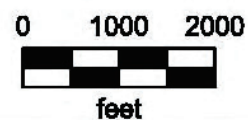


Diagram is a reproduction of a portion of the Bloomington East, Illinois and Bloomington West, Illinois 7.5 minute Quadrangle Maps.



North
Scale 1" = 2000'



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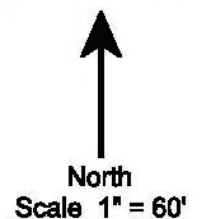
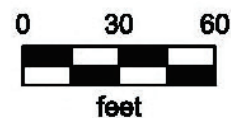
FIGURE 1
SITE VICINITY MAP
Quinn's Shell - 802 N. Main Street
Bloomington, McLean County, Illinois

PROJECT NO.: 15-G151

DATE: October 2016



Diagram is a reproduction of a portion of a McLean County GIS web map.



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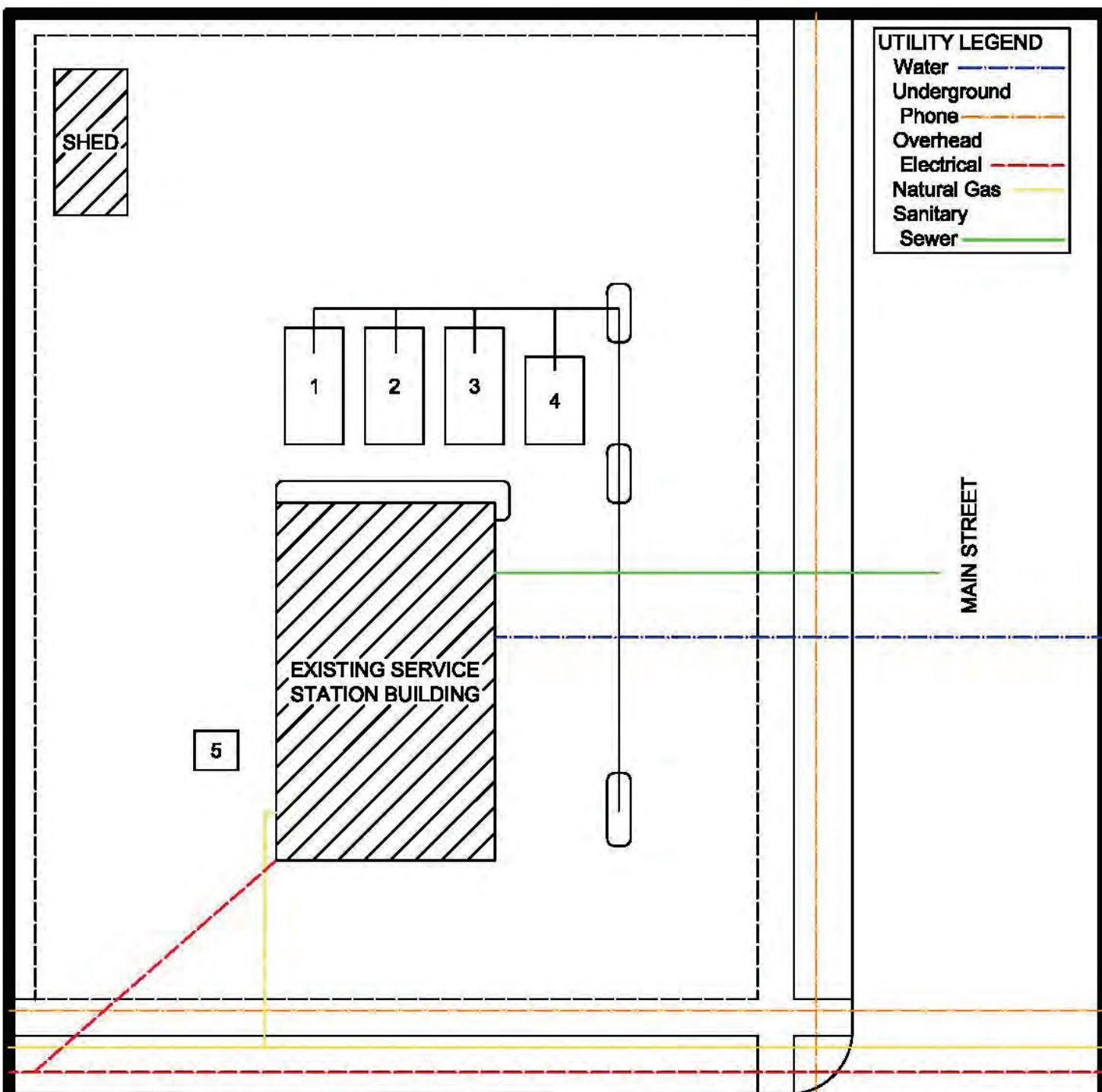
FIGURE 2

PLAT MAP

Quinn's Shell - 802 N. Main Street
Bloomington, McLean County, Illinois

PROJECT NO.: 15-G151

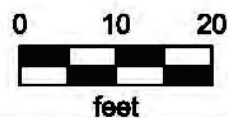
DATE: October 2016



TANK LISTING

Tank 1 - 6,000-gal. gasoline UST
 Tank 2 - 6,000-gal. gasoline UST
 Tank 3 - 6,000-gal. gasoline UST
 Tank 4 - 4,000-gal. gasoline UST
 Tank 5 - 1,000-gal. heating oil UST

CHESTNUT STREET



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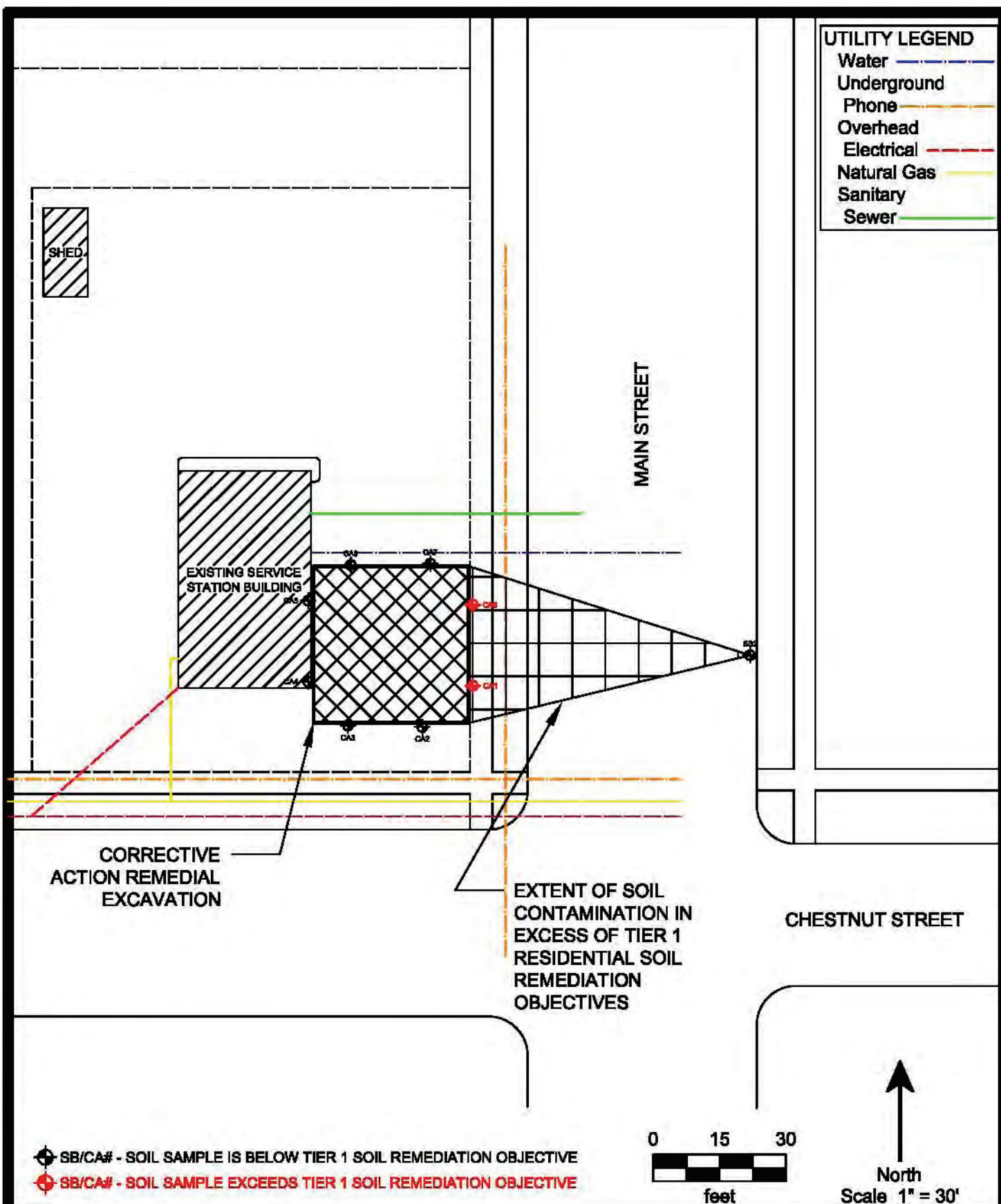
FIGURE 3

SITE PLAN

Quinn's Shell - 802 N. Main Street
 Bloomington, McLean County, Illinois

PROJECT NO.: 15-G151

DATE: October 2016

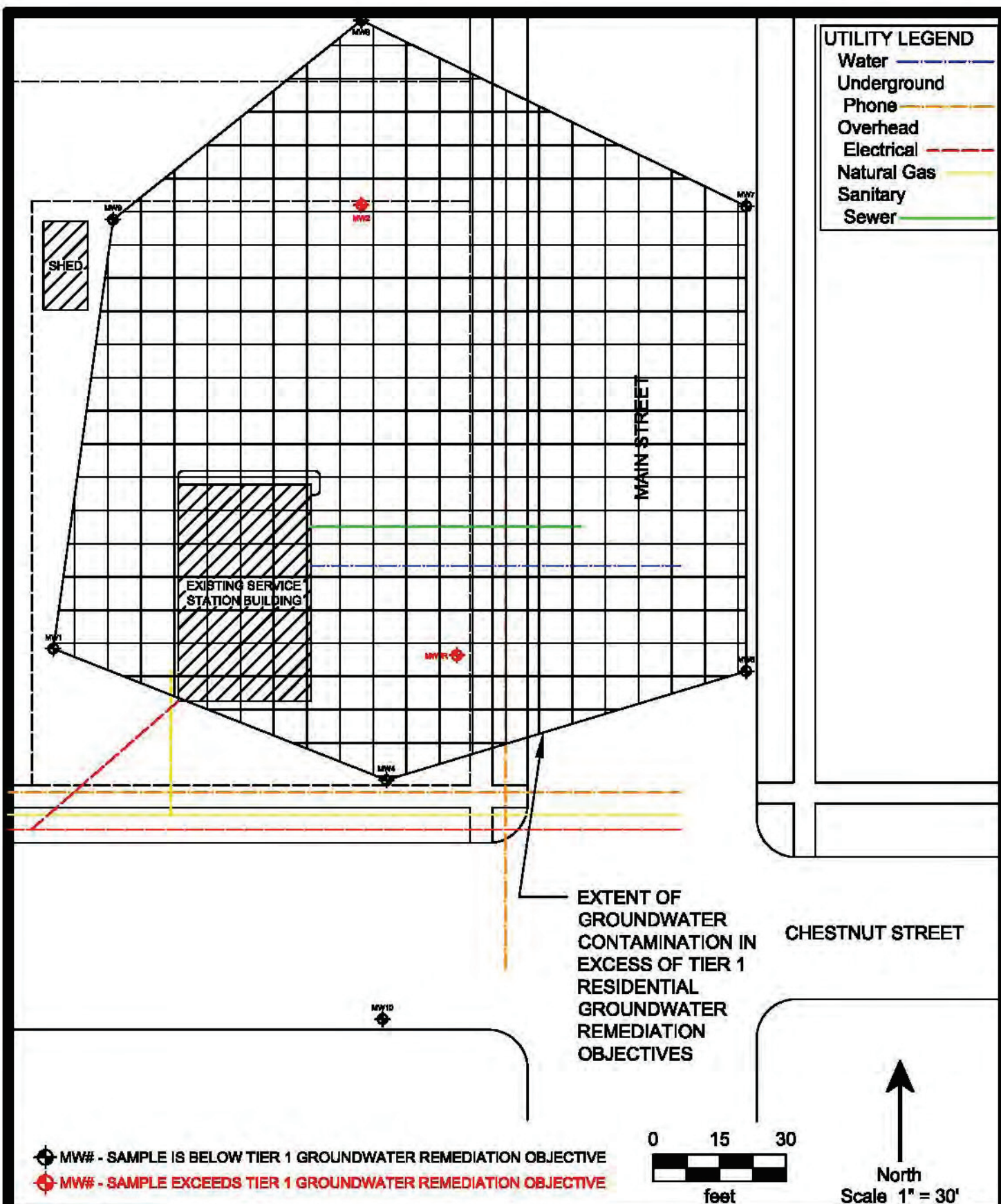


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FIGURE 4
EXTENT OF SOIL
CONTAMINATION DIAGRAM
Quinn's Shell - 802 N. Main Street
Bloomington, McLean County, Illinois

PROJECT NO.: 15-G151

DATE: October 2016



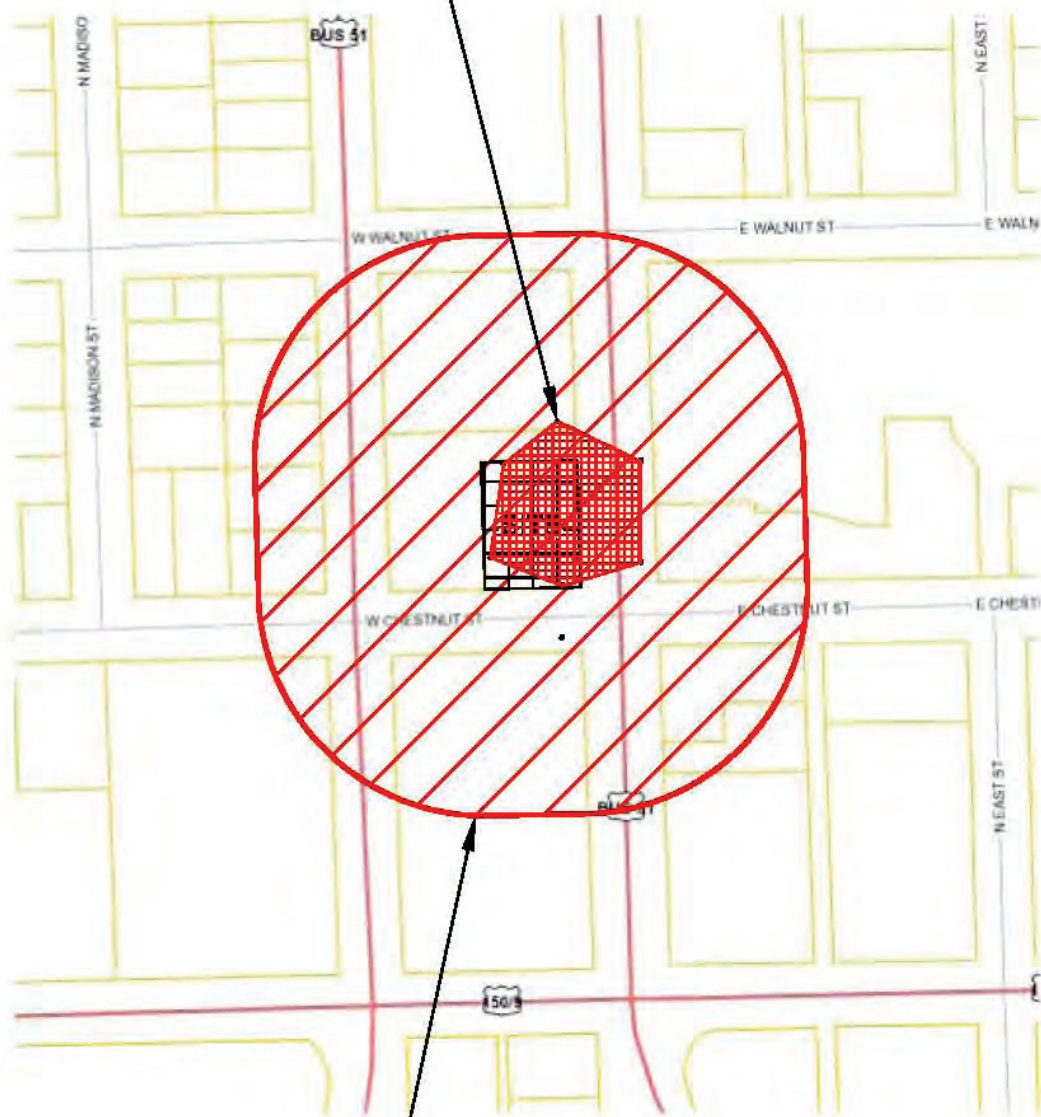
3000 Research Rd, Ste 1 217.403.9990 phone
Champaign, IL 61822 217.403.1559 fax

FIGURE 5
EXTENT OF GROUNDWATER
CONTAMINATION DIAGRAM
Quinn's Shell - 802 N. Main Street
Bloomington, McLean County, Illinois

PROJECT NO.: 15-G151

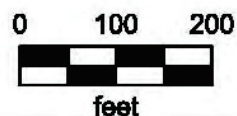
DATE: October 2016

Extent of groundwater impact in excess of Tier 1 residential groundwater remediation objectives



Modeled groundwater impact radial distance of 236 feet using RBCA Equation R26 and area of environmental notice letter submittals

Diagram is a reproduction of a portion of a McLean County GIS web map.



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FIGURE 6
MODELED EXTENT OF GROUNDWATER
CONTAMINATION DIAGRAM
Quinn's Shell - 802 N. Main Street
Bloomington, McLean County, Illinois

PROJECT NO.: 15-G151

DATE: October 2016

GEOCON Project No. 15-G151
LPC #1130205487 – McLean County
Bloomington / Quinn's Shell (Elmo Quinn)
802 N. Main Street
LUST Release Incident No. 20150322



Attachment 2

ORDINANCE NO. 2016-__

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, 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 I 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 of Bloomington desires to limit potential threats to human health from groundwater contamination while facilitating the redevelopment 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, 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 within the area described as follows:

Beginning at the southwest corner of Parcel No. 21-04-129-016, on the north right-of-way line of Walnut Street, thence south to the southwest corner of Parcel No. 21-04-136-013, on the north right-of-way line of Locust Street, thence west along the north right-of-way line of Locust Street to the southwest corner of Parcel No. 21-04-135-001, thence north to the southwest corner of Parcel No. 21-04-127-008, on the north right-of-way line of Walnut Street, thence east along the north right-of-way line of Walnut Street to the point of beginning.

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 legal entity, or their legal representative, 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, approval and publication as required by law.

PASSED this ____ day of _____, 2016.

APPROVED this ____ day of _____, 2016.

APPROVED:

Mayor

ATTEST:

City Clerk

Extent of groundwater impact in excess of Tier 1 residential groundwater remediation objectives



Modeled groundwater impact radial distance of 236 feet using RBCA Equation R26 and area of environmental notice letter submittals

Area of City limited area groundwater restriction ordinance



North
Scale 1" = 200'

Diagram is a reproduction of a portion of a McLean County GIS web map.



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EXHIBIT A

LIMITED AREA GROUNDWATER RESTRICTION ORDINANCE DIAGRAM

Quinn's Shell - 802 N. Main Street
Bloomington, McLean County, Illinois

PROJECT NO.: 15-G151

DATE: October 2016

Ground pollution at Quinn's Shell, 802 N. Main, and action taken to safely redevelop at the location

On March 26, 2015, Geocon Professional Services on behalf of owner Elmo Quinn opened a case file with the Illinois Environmental Protection Agency regarding underground storage tanks at the site of the now-closed Quinn's Shell, 802 North Main Street, Bloomington. The goal was to explore the extent of leakage from the service station tanks and oversee any corrective action needed prior to sale of the property and redevelopment. These cases are extremely common, especially at the site of gasoline stations. Geocon set up testing for soil and groundwater, in cooperation with state agencies.

The Tiered approach

The Illinois Environmental Protection Agency (IEPA) uses a tiered approach in addressing leaking underground storage tanks. The process is designed to facilitate safe redevelopment of these sites throughout Illinois on a case by case basis.

Action taken

In May 2015 and August 2016, Geocon oversaw removal of four underground gasoline tanks, plus a tank that held home heating fuel, and 1,087 cubic yards of soil at contamination hotspots. The soil was legally disposed of. Additionally, because it rained during an excavation, Geocon oversaw removal of 2,805 gallons of water from an excavation site. The excavations were backfilled. Geocon also has provided analysis showing that, if reasonable precautions are taken, remaining contaminants at the site will not present a health danger through the following routes of exposure: groundwater consumption, ingestion, and inhalation.

Groundwater Protection and the City of Bloomington

The City must pass an ordinance banning use of groundwater near the site as a potable water source. The City already prohibits drilling of new private water wells within Bloomington for potable water, but the wording of a special ordinance fulfills State guidelines. It fulfills Geocon's need to show that exposure through drinking is blocked.

Still pending after the City Council approves a groundwater ordinance

- The Illinois Environmental Protection Agency will review the entire case to ensure that public safety needs have been met.
- If the IEPA signs off, the Illinois Department of Transportation still must finalize a Highway Authority Agreement because low levels of contamination exist underneath Main Street, which is part of the State-controlled U.S. Route 51, and in the right of way.
- The State may (or may not) place restrictions on redevelopment such as prohibiting residential use.
- The State and the City will flag the site on its mapping systems and warn contractors performing excavations.

Is this safe?

IEPA has controlling authority and employs experts to best evaluate this case and others. The City staff defers to those experts to ensure safety.

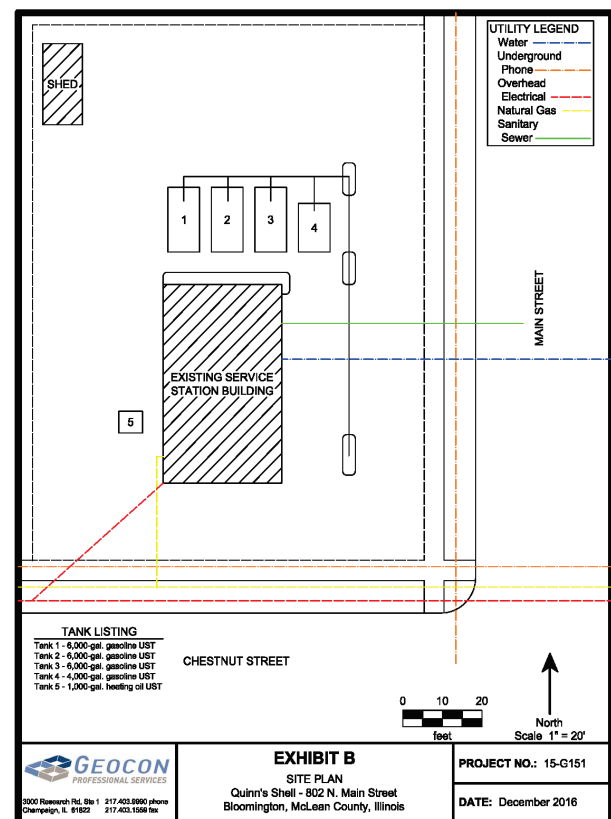
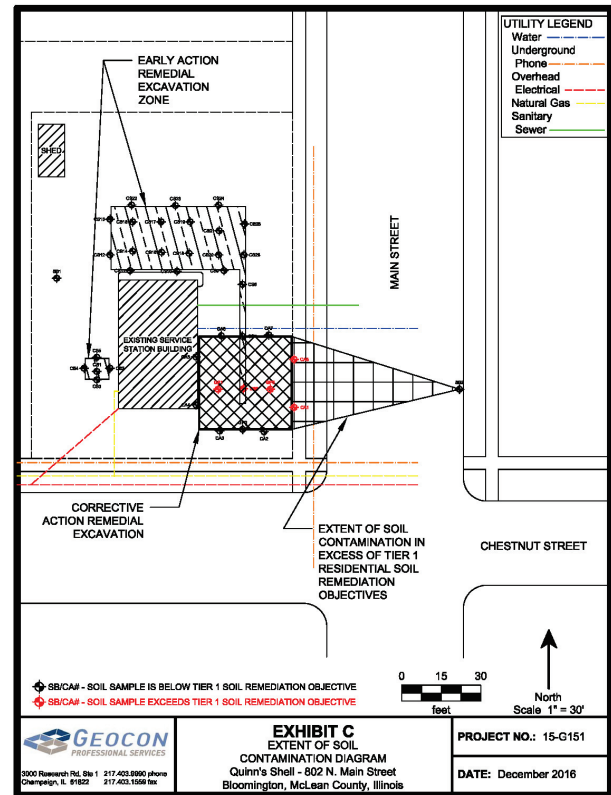
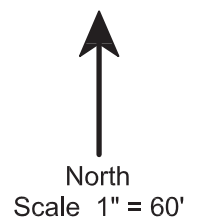
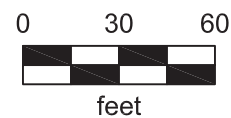




Diagram is a reproduction of a portion of a McLean County GIS web map.



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EXHIBIT A

PLAT MAP

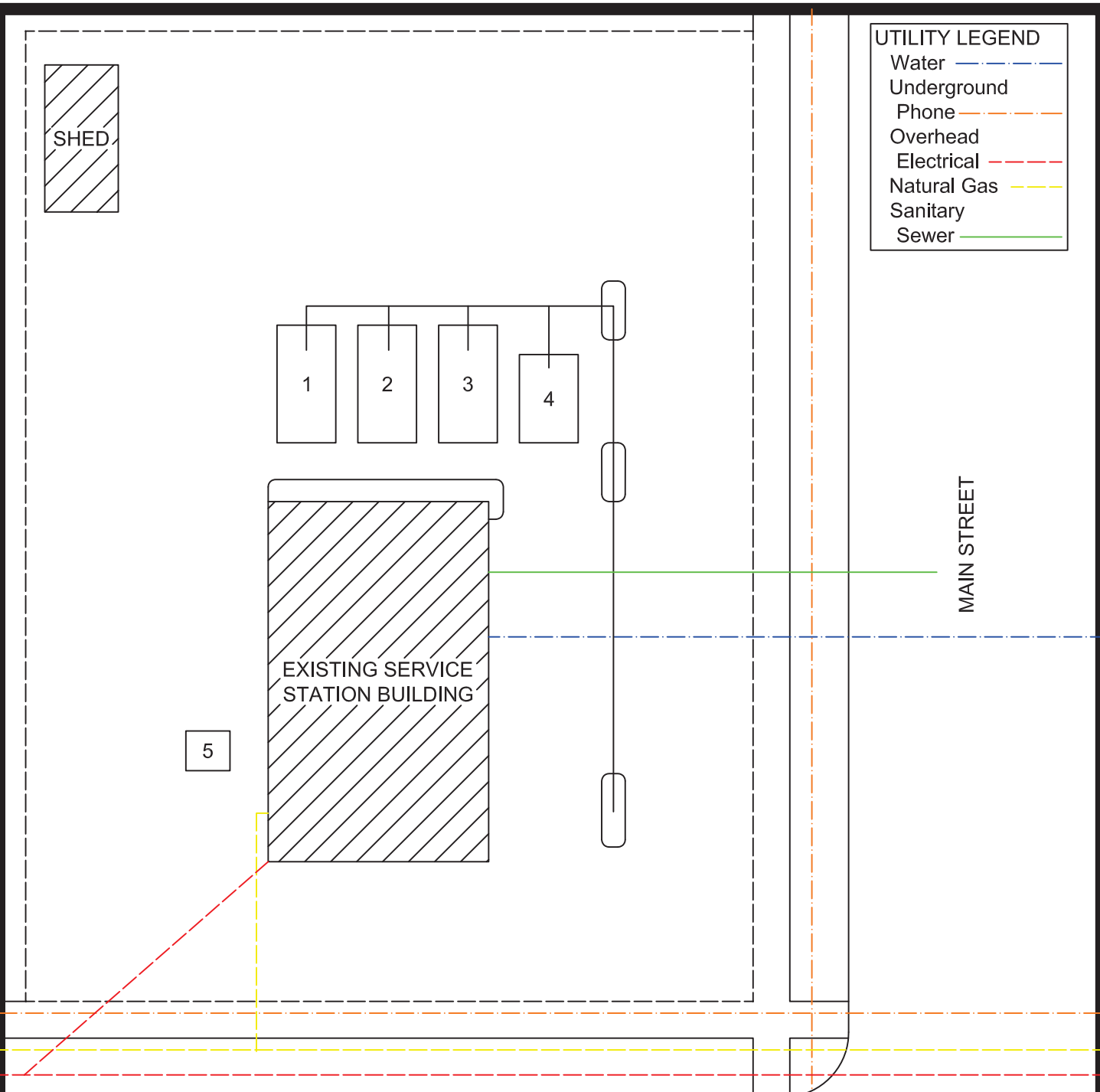
Quinn's Shell - 802 N. Main Street
Bloomington, McLean County, Illinois

PROJECT NO.: 15-G151

DATE: December 2016

UTILITY LEGEND

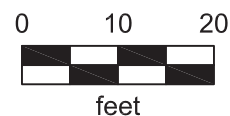
- Water ————
- Underground ————
- Phone ————
- Overhead ————
- Electrical ————
- Natural Gas ————
- Sanitary ————
- Sewer ————



TANK LISTING

- Tank 1 - 6,000-gal. gasoline UST
- Tank 2 - 6,000-gal. gasoline UST
- Tank 3 - 6,000-gal. gasoline UST
- Tank 4 - 4,000-gal. gasoline UST
- Tank 5 - 1,000-gal. heating oil UST

CHESTNUT STREET



North
Scale 1" = 20'



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EXHIBIT B

SITE PLAN

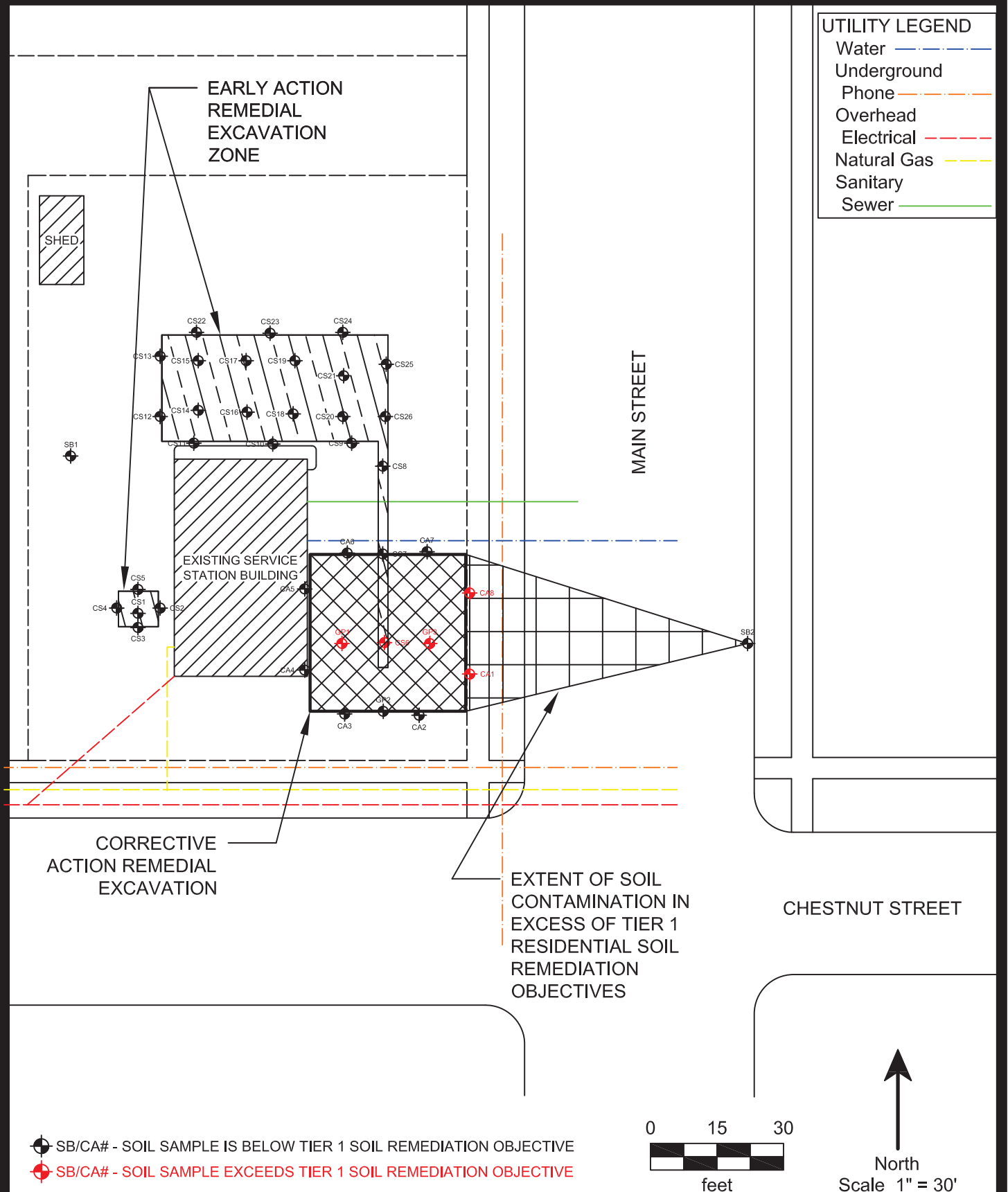
Quinn's Shell - 802 N. Main Street
Bloomington, McLean County, Illinois

PROJECT NO.: 15-G151

DATE: December 2016

UTILITY LEGEND

Water	— — — — —
Underground	— — — — —
Phone	— — — — —
Overhead	— — — — —
Electrical	— — — — —
Natural Gas	— — — — —
Sanitary	— — — — —
Sewer	— — — — —

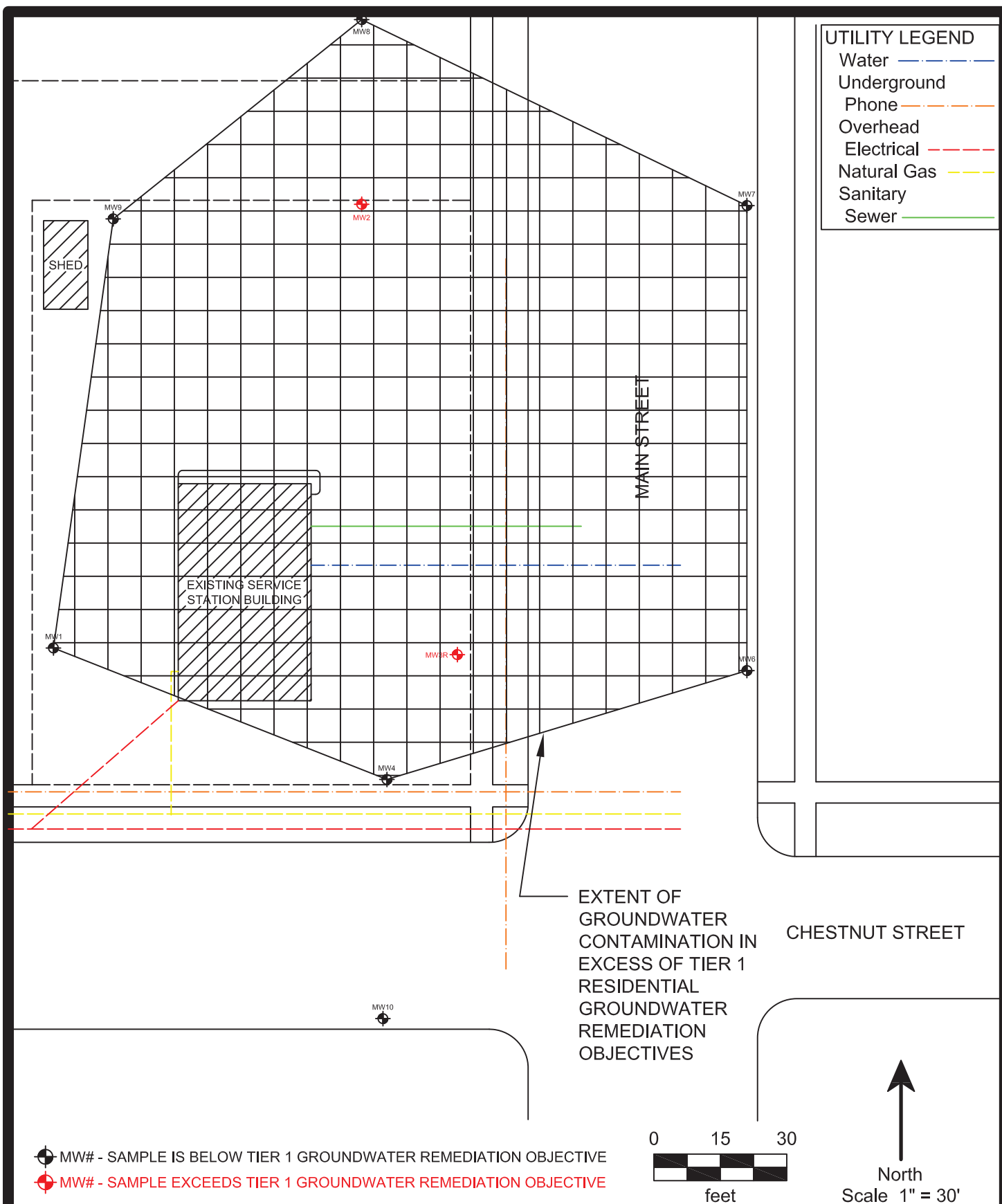


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Champaign, IL 61822 217.403.1559 fax

EXHIBIT C EXTENT OF SOIL CONTAMINATION DIAGRAM Quinn's Shell - 802 N. Main Street Bloomington, McLean County, Illinois

PROJECT NO.: 15-G151

DATE: December 2016



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Champaign, IL 61822 217.403.1559 fax

EXHIBIT D

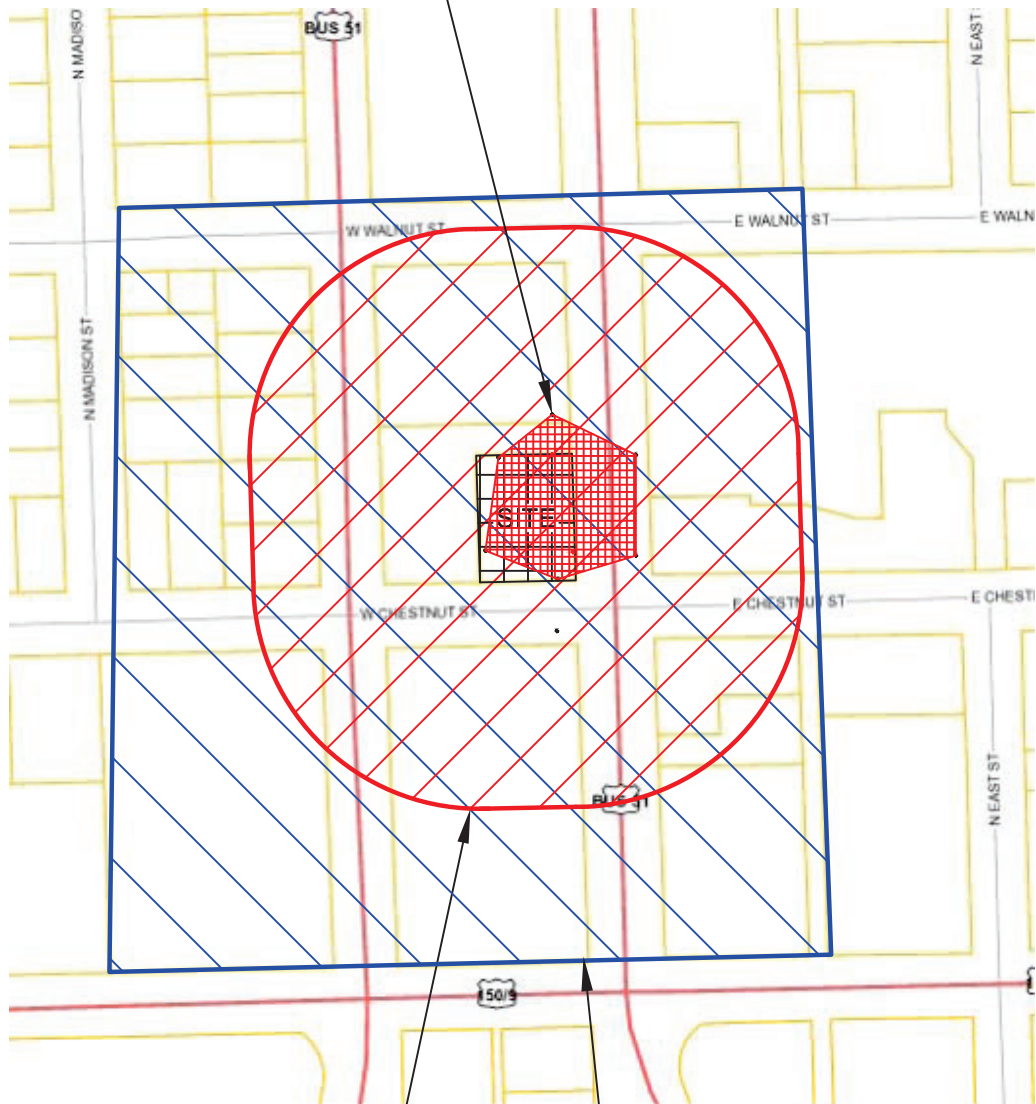
EXTENT OF GROUNDWATER CONTAMINATION DIAGRAM

Quinn's Shell - 802 N. Main Street
Bloomington, McLean County, Illinois

PROJECT NO.: 15-G151

DATE: December 2016

Extent of groundwater impact in excess of Tier 1 residential groundwater remediation objectives



Modeled groundwater impact radial distance of 236 feet using RBCA Equation R26 and area of environmental notice letter submittals

Area of City limited area groundwater restriction ordinance



North
Scale 1" = 200'

Diagram is a reproduction of a portion of a McLean County GIS web map.



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EXHIBIT E

LIMITED AREA GROUNDWATER RESTRICTION ORDINANCE DIAGRAM

Quinn's Shell - 802 N. Main Street
Bloomington, McLean County, Illinois

PROJECT NO.: 15-G151

DATE: December 2016

To: Jim Karch <jkarch@cityblm.org>
From: Carl Teichman <cteich@iwu.edu>
Date: 12/01/2016 04:39PM
Subject: former site of Quinn's Shell, 802 N. Main St.

Jim:

The University received a letter as property owner approximate to the former Quinn's Shell Station. We do not have any issues related to the request for an ordinance to prohibit the use of and creation of water wells near the site. It seems that since the property is in the city limits and city ordinances prohibiting the drilling of wells for water, that there should be no need for further ordinances. But, so be it.

As for the future development, I hope that the City can attract development that meets the needs of the University, nearby residents, and Downtown Bloomington. With the many retail needs of this part of the city, I hope that we can keep the parcels together to maximize the development potential.

I will be unable to attend the meeting but wanted to reply on behalf of the University.

Best wishes,

Carl

--

Carl F. Teichman
Director of Government and Community Relations
Illinois Wesleyan University
(309) 556-3429 (*office*)
(309) 556-3790 (*fax*)

To: Jkarch@cityblm.org
From: Dan Dougherty <dan.rainstorm@gmail.com>
Date: 12/07/2016 03:11PM
Cc: Rusty Modesty <rusty.rainstorm@gmail.com>, Debbie Yaroch
<office.rainstorm@gmail.com>
Subject: Water Well

Mr. Karch,

In response to the letter dated 11/29/2016, discussion of water wells around 802 N. Main St. My concern is that in a time of drought, if the City of Bloomington requires us to cut or cap our water line, will the proposed ordinance ban a water well to supply the carwash. I know this may seem impossible, but this scenario happened in Decatur, Il and our carwashes were forced to cut and cap our water line. We were given no assistance and left to survive on our own.

I understand that the use of a water well for, "Potable Water", would only be a last resort. I am expressing my concern of not being able to use a water well for "Non-Potable Processing Water". This would allow my business to continue operation, pay employees, pay taxes and contribute to the local economy.

--

Dan Dougherty
217 433-7664

CITY OF
Bloomington ILLINOIS
REGULAR AGENDA ITEM 8A

FOR COUNCIL: January 23, 2017

SUBJECT: Administrative Review by City Council of the Zoning Board of Appeals denial of a petition for variances for an Accessory Structure requested for the property located at 1422 Butchers Lane.

RECOMMENDATION/MOTION:

- (1) That the decision of the Zoning Board of Appeals be upheld and an ordinance denying the petition for variances from Chapter 44 Section 4.4C Bulk Requirements for an Accessory Structure requested for the property located at 1422 Butchers Lane be passed, and that the Mayor and City Clerk be authorized to execute the necessary documents; or, alternatively:
- (2) That the decision of the Zoning Board of Appeals be reversed and an ordinance approving the petition for variances from Chapter 44 Section 4.4C Bulk Requirements for an Accessory Structure requested for the property located at 1422 Butchers Lane be passed, and that the Mayor and City Clerk be authorized to execute the necessary documents.

STRATEGIC PLAN LINK: Goal 4. Strong Neighborhoods;
Goal 6. Great Places—Livable Sustainable City’s

STRATEGIC PLAN SIGNIFICANCE: Objective c. Preservation of property/home valuations; Objective b. City decisions consistent with plans and policies

BACKGROUND: On October 14, 2016, an Application to the Board of Zoning Appeals (“Board”) was filed by Maria Feger (“Petitioner”) seeking a variance to allow an accessory structure at 1422 Butchers Lane. Specifically, Petitioner requested two (2) variances to Chapter 44, Section 4.4(c) of the City Code to allow an accessory structure (i.e., garage) that is 22.6 feet tall with a gross floor area of 2,892 square feet. The variances were requested because the City Code only allows a maximum height of 14 feet and a maximum gross floor area of 1,000 square feet for all accessory structures located within City limits.

Pursuant to the City’s Zoning Code, the Board may grant variances only in specific instances where there would be practical difficulties or particular hardships in carrying out strict adherence to the Zoning Code. *See* Chapter 44, Section 44.13-4(A). Specifically, in order to grant a variance, the Zoning Board of Appeals must find that each of the following standards is met:

1. That the property has physical characteristics that pose unreasonable challenges which make strict adherence to the Code difficult; and

2. That the variance would be the minimum action necessary to afford relief to the applicant; and
3. That the special conditions and circumstances were not created by any action of the applicant; and
4. That granting the variation requested will not give the applicant any special privilege that is denied to others by the Code; and
5. That the granting of the variation will not be detrimental to the public welfare, alter the essential character of the neighborhood, nor unreasonable impair the use or development of adjoining properties.

On November 16, 2016, the Board held a public hearing on the petition. The public hearing provides members of the public with the opportunity to ask questions and testify in favor of or against the petition. Please see the minutes of the meeting for a summary of the proceedings at the hearing. After conducting the public hearing on this petition, the Board voted 2 in favor of the petition and 4 against, with 1 member abstaining.

Pursuant to the Zoning Code, Section 44.13-4(f), an aggrieved party may appeal to the City Council if a variation is rejected by the vote of less than (5) members of the Board. On November 30, 2016, a Request for Appeal was filed by the Petitioner, therefore now requiring the City Council to review the record of the Board's administrative public hearing and make a final administrative determination on the variances requested.

In ruling on the appeal, the City Council must now review the administrative record and make a determination whether, based on facts introduced into the record at the public hearing, the Petitioner met the standards necessary to be granted the variances requested. The Administrative Record consists of the following attachments:

- Petition for Variance
- Newspaper Notice and Mailing Sample
- Mailing Lists
- Staff report from the 11.16.16 meeting of the ZBA
- ZBA Minutes from the 11.16.16 meeting
- Zoning Map of the Subject Property
- Aerial Map of the Subject Property
- Audio Recording of the Public Hearing before the ZBA on 11.16.16
- Notice of Decision & Request for Appeal

This is not a rehearing of the Petition and new evidence, or evidence not contained in the record, should not be solicited, heard or considered as part of the determination.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Notice of the public hearing was published in the Pantagraph on October 31, 2016 in accordance with City Code. In

accordance with the Zoning Code (Ordinance No. 2006-137) courtesy copies of the notice were mailed to approximately 31 property owners within 500 feet.

FINANCIAL IMPACT: No financial impact is expected.

Respectfully submitted for Council consideration.

Prepared by: Katie Simpson, City Planner

Reviewed by: Tom Dabareiner, Community Development Director

Financial & Budgetary review by: Chris Tomerlin, Budget Analyst
Carla A. Murillo, Budget Manager

Legal review by: Jeffrey R. Jurgens, Corporation Counsel

Recommended by:



David A. Hales
City Manager

- Administrative Record consists of the following:
 - Staff report from the 11.16.16 ZBA
 - ZBA Minutes from the 11.16.16 meeting
 - Appeal Petition
 - Variance Petition
 - Zoning Map of the Subject Property
 - Aerial Map of Subject Property
 - Newspaper Notice and Mailing Sample
 - Mailing List
 - Audio Recording (available from City Clerk's Office)
- Draft Ordinances

**CITY OF BLOOMINGTON
REPORT FOR THE BOARD OF ZONING APPEALS
NOVEMBER 16, 2016**

SUBJECT:	TYPE:	SUBMITTED BY:
Z-41-16 1422 Butchers Ln	1). Accessory structure that is taller than 14 ft 2). Accessory structure with gross floor area (GFA) larger than 1000 sq ft or principal structure, whichever is less	Katie Simpson City Planner

REQUEST

The petitioner would like to build a garage and is seeking two variances to allow for an accessory structure that is: 1) taller than 14ft, and; 2) has a gross floor area larger than 1000 sq ft or the principal structure, whichever is less. The subject property is commonly located at 1422 Butchers Lane.

NOTICE

The application has been filed in conformance with applicable procedural and public notice requirements. Notice was published in the Pantagraph on October 31, 2016.

GENERAL INFORMATION

Owner and Applicant: Maria T Feger

PROPERTY INFORMATION

Existing Zoning: R-1B, Single Family Residential District
Existing Land Use: Single family home
Property Size: Approximately 6.1 acres
PIN: 21-08-302-002

Surrounding Zoning and Land Use

Zoning District

North: R-1 (unincorporated) residential
South: R-1 (unincorporated), residential
East: R-1B, Single family residential
East: R-1C, Single family residential
West: R-4, Manufactured home park

Land Uses

North: Single family homes
South: Vacant lot
East: Single family homes
East: Single family homes
West: Manufactured home

Analysis

Submittals

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

1. Application for Variation
2. Site Plan
3. Aerial photographs
4. Site visit

PROJECT DESCRIPTION

The subject site is commonly known as 1422 Butchers Ln and exists at the western terminus of Butchers Ln. The property is bordered by the Union Pacific Railroad to the west. The property is approximately 6.1 acres of gently rolling hills with a small cluster of trees. Three acres of land are used as soybean fields. The property is improved with a single family home with approximately 1,653 square feet of gross floor area. A number of smaller, accessory buildings exist on the property including a garage, side garage, barn, chicken coop and grain bin. The property was annexed into the City of Bloomington in 2000 and rezoned to R-1B, medium density single family residential, the same year. This zoning district is intended for moderate sized lots, at least 10,000 sqft, and densities of four (4) dwellings per acre.

The petitioner is requesting two variance from the Code's bulk requirements for accessory buildings and structures. The petitioner would like to construct a garage to store an RV and other recreational equipment on the west side of their property. The petitioner is proposing to remove all existing accessory structures (a garage, side garage, barn, chicken coop, and grain bin) to accommodate the new structure. The proposed building would have a gross floor area of 2,892 sq ft and a height of 22.6'. These dimensions exceed those that are permitted with the zoning ordinance and a variance is required in order to build the accessory structure. The garage would have gas, electricity and a roof top air conditioning unit. The garage will have two 14' X 14' bay doors, one entry door, and a new driveway access.

The petitioner referenced similar large accessory structures located along Six Points Road, to the north and at 1416 Butchers Ln. The accessory structures at 1416 Butchers Lane are considered nonconforming. Many of the properties along Six Points Road, directly south of the subject property, are still located within the County. If these properties and their buildings are annexed into the City, the accessory structures would be considered nonconforming and would need to comply with the City code if rebuilt.

The following is a summary of the requested variations:

Applicable Code Sections:

Section 44.4-4C

Type of Variance	Request	Required	Variance
Accessory structure height	22.6ft	14ft	8.6ft increase
Accessory structure GFA	2,892sqft	1,000sqft	1,892sqft increase

Analysis

Variations from Zoning Ordinance

The petitioner seeks a variance from the 14 ft height restrictions of an accessory structure and a variance from the maximum gross floor area (GFA) of 1000 sq ft for an accessory structure.

The Zoning Board of Appeals may grant variances only in specific instances where there would be practical difficulties or particular hardships in carrying out strict adherence to the Code. Staff's findings of fact are presented below. It is incumbent on each Zoning Board of Appeals

member to interpret and judge the case based on the evidence presented and each of the findings of fact.

FINDINGS OF FACT

The petitioner has outlined the request for variation in the attached narrative and drawings. The Zoning Ordinance requires that the petition meet the findings of fact as outlined below.

That the property has physical characteristics that pose unreasonable challenges which make strict adherence to the Code difficult; and

Accessory Structure Height: The property consists of gently rolling hills. There are no extreme inclines or changes in slope. The property has no identifiable physical characteristics supporting the need for a height which exceeds 14 ft. Contrary, the excess height will increase visibility of the building for neighboring property owners, including the Manufactured Home Park to the west. The standard is not met.

Accessory Structure GFA: The code requires an accessory structure to be smaller than 1000 sq ft or the principal structure, whichever is more restrictive. The proposed accessory structure exceeds both the GFA for the principal structure and the 1000 sq ft maximum for an accessory structure. The desire for a larger GFA is not due to the physical characteristics of the property, but to the desire to house larger, recreational vehicles. The standard is not met.

That the variances would be the minimum action necessary to afford relief to the applicant; and

Accessory Structure Height: The petitioner is requesting the taller accessory structure to accommodate tall recreational vehicles and a rooftop air conditioner. A 14' structure would accommodate storage of the shorter items. Larger items could be stored off-site at a commercial storage facility. The accessory structure bulk requirements are meant to preserve the character of residential neighborhoods. The standard is not met.

Accessory Structure GFA: An accessory structure, by definition in the Code, is subordinate in area, extent and purpose to the principal structure. The proposed structure exceeds the area of the principal structure. A 1000 sq ft structure would still accommodate storage needs. Other larger items could be stored off-premise at commercial storage facilities. The standard is not met.

That the special conditions and circumstances were not created by any action of the applicant; and

Accessory Structure Height: The petitioner is requesting the taller accessory structure to accommodate tall recreational vehicles and a rooftop air conditioner. The height of the building is directly related to the desire to house taller recreational equipment. The conditions are created by the applicant. The standard is not met.

Accessory Structure GFA: The petitioner is requesting a gross floor area that exceeds the code requirements to accommodate a number of recreational vehicles. The GFA is directly related to the number of recreational vehicles. The conditions are self-created. The standard is not met.

That granting the variation request will not give the applicant any special privilege that is denied to others by the Code; and

Accessory Structure Height: The petitioner referenced nearby surrounding properties with similar large structures. However, these structures were either existing when annexed into the

City and now considered nonconforming, or are still located within the County. The height restrictions of accessory structures apply to all structures within the city limits. The purpose of these requirements are to regulate their massing and to preserve views and control densities while ensuring accessory structures are maintained for residential purposes. The code attempts to prevent the conversion of an accessory structure into a principal structure and into a structure with a commercial use. The standard is not met.

Accessory Structure GFA: The petitioner referenced nearby surrounding properties with similar large structures. However, these structures were either existing when annexed into the City and now considered nonconforming, or are still located within the County. The standard is not met.

That the granting of the variation will not be detrimental to the public welfare, alter the essential character of the neighborhood, nor unreasonably impair the use of development of adjoining properties.

Accessory Structure Height: The purpose of the accessory structure bulk requirements are to ensure the accessory structure remains subordinate to the principal and does not alter the character of the neighborhood. The height requirement regulates the proportion of structures within a neighborhood, preventing their conversion to commercial uses and protecting the views of neighboring properties. The city's zoning ordinance was created to manage densities and open space for city development where people tend to live within close proximity to one another. Although this area is more rural than the traditional city lot, permitting an accessory structure that exceeds these requirements in the R-1B district would set a precedent for other accessory structures in this district throughout the City.

Accessory Structure GFA: The GFA requirements for accessory structures are intended to ensure the structure remains subordinate to the principal. The purpose is to protect the general character of the neighborhood and prevent the conversion of the structure to commercial uses or a function similar to a commercial use. The variance to allow a larger GFA would set a precedent for other properties in the R-1B district throughout the City. The standard is not met.

STAFF RECOMMENDATION:

Staff finds that the petition has not met the Zoning Ordinance's standards required to allow a variance. Staff recommends **denial** of the requested variance in Case Z-41-16.

Respectfully submitted,

Katie Simpson
City Planner

Attachments:

- Variance Application
- Petitioner Statement of Findings of Fact
- Site Plan
- Aerial Map
- Zoning Map
- Newspaper notification

Agenda Item A

- Neighborhood notice and list of notified property owners

MINUTES
ZONING BOARD OF APPEALS
REGULAR MEETING
Wednesday, November 16, 2016, 4:00 P.M.
Council Chambers, City Hall
109 East Olive Street, Bloomington, Illinois

Members present: Chairman Briggs, Mr. Brown, Mr. Bullington, Mr. Butts (arrived 4:08PM), Mr. Kearney (arrived 4:02PM), Ms. Meek, Mr. Simeone

Members absent: None

Also present: Mr. George Boyle, Assistant Corporation Counsel
Ms. Katie Simpson, City Planner
Tom Dabareiner, Community Development Director
Kevin Kothe, City Engineer

At 4:00PM, Mr. Dabareiner called the roll. With five members in attendance, a quorum was present. Two members joined shortly after the meeting started. City staff introduced themselves.

PUBLIC COMMENT None

The Board reviewed the minutes from October 19, 2016. A motion to approve the minutes was made by Mr. Simeone, as amended to remove an incomplete sentence on page 3; seconded by Mr. Brown. The minutes were **approved** by a 6-0 voice vote.

Mr. Dabareiner confirmed all items were properly published. Chairman Briggs explained the meeting procedures.

Chairman Briggs introduced **Item E** on the agenda. He stated Item E on the Agenda was moved to the first spot on the regular agenda for discussion, given staff's request to layover the case, in case people were in attendance to comment. Ms. Simpson stated Item E regards the consideration, review and approval of petitions submitted by the City of Bloomington Public Works Department on behalf of 16 property owners and properties located between 1200 and 1500 blocks of N. Hershey Road, and within the 2200 and 2400 blocks of Arrowhead Drive and Clearwater Avenue requesting a variance to allow parking in the front yards in a residential district (44.7-2C). She asked that this case be layed over until the next meeting. Chairman Briggs asked if any member of the public was here for this case and there were none.

Mr. Bullington motioned to layover the case; seconded by Ms. Meek. The motion was **approved** by a 6-0 vote by voice vote.

Z-41-16 Consideration, review and approval of a variance application submitted by Maria T. Feger requesting:

- 1) **to allow an accessory structure that exceeds the fourteen (14) foot height maximum;**

2) to allow an accessory structure with a gross floor area larger than 1000 sq ft or the principal structure, whichever is less; for the property located at 1422 Butchers Lane.

Chairman Briggs introduced the case. David Armstrong, attorney for the petitioner, and Maria Feger, 1426 Butchers Lane, the petitioner, were sworn in. Mr. Armstrong acknowledged that he knows several members of the ZBA and that he grew up in the petitioner's neighborhood. He stated this is a unique property because of its size of 6.1 acres, bordered by unincorporated land. He noted that the original request from more than one year earlier was turned down by the ZBA and that the petitioner has since moved the accessory building's proposed location and made it smaller. He stated that several dilapidated pre-existing structures would be removed. He noted that he had met with Mr. Dabareiner who indicated the code allows the structure if it is attached to the existing house, becoming part of the principal structure. Mr. Armstrong stated it would be difficult or impossible to do this given the layout of the house. He added that the new proposed location is farther away from existing neighboring residences than last time and shielded by trees. He believes this is the minimum action required for the petitioner to obtain the accessory building. He stated the petitioner did not create the conditions where the existing principal structure is located. He stated his belief that no special privilege would be granted the petition because there are four properties of this size, zoned residential, in Bloomington, but none are bordered by two unincorporated properties.

Mr. Armstrong stated his belief that granting the variance improves the neighborhood by because the RV and other equipment will move inside. Alternatively, he indicated the petitioner could build the structure attached to the house, which he believes is objectionable because it would be seen by more neighbors. He also stated that the petitioner may sell this and two adjacent properties owned by the petitioner, with potential unspecified negative consequences to the neighborhood.

Mr. Armstrong stated he had two letters of support, with one already in the ZBA packet and the second (marked as Exhibit A) distributed at this hearing. He stated two additional exhibits (a diagram marked as Exhibit B and photos marked as Exhibit C) show the new location would have less impact on the mobile home park to the west, although it would be closer. He added that the petitioner would not be conducting a business from the accessory structure. He explained that the petitioner has race cars and the variance would allow centralization of those activities from several properties on to this one.

Chairman Briggs asked for an explanation of the diagram and the photos. Mr. Armstrong pointed out the location of the railroad tracks and the setbacks from the railroad property. Mr. Bullington asked about the other letter in the packet and asked if the letters came from anyone related to the petitioner; Mr. Armstrong stated in the negative and added that ZBA member Mr. Butts is an employee of Mr. Armstrong. Chairman Briggs asked Mr. Butts to recuse himself. Mr. Butts recused himself and left the room.

Susan Schaefer, 1404 Steeplechase Drive, was sworn in. She stated she has known the petitioner since they were teenagers. She stated that the petitioner asked for her advice on options and relocating the proposed building. She believes the new location with the variance would reduce impacts on the neighbors compared with the prior proposal and with attaching it to the house.

Elizabeth Sue Giger, 1408 Butchers Lane, was sworn in. She stated she can see part of the house and favors the proposed new location away from the house.

Chairman Briggs asked if there were any other persons who wished to speak in favor of the petition. There were none. Chairman Briggs asked for comments from any audience members speaking in opposition to the petition.

Elaine Rinehimer, 1506 Sweetbriar Drive, was sworn in. She stated she spoke in opposition at the last hearing and her objections have not changed. She noted the building itself will look fine. She stated the petitioner already has a business at this address but does not know what it is. She expressed concerns about traffic and stated the petitioner's traffic travels at a high rate of speed along Butchers Lane. She stated a concern over what new uses could be housed in the proposed structure. She stated that even if the petitioner limits the use of the building as indicated that future owners of the property may change the use of the building.

Karen Jones, 9 Stetson Drive, was sworn in. She stated her concern about noise from motorcycles in the past from the petitioner's property. She assumes the petitioner will be working on the race cars in the proposed building and is concerned about possible noise. She expressed concern over the impacts on the mobile home park.

Rick Dinser, 1602 Longden Avenue, was sworn in. Mr. Dinser stated granting the variance would provide a special privilege to the petitioner's property. He stated he also owns a large property and asked if the ZBA grants this variance will that open the door for him to build a large accessory building on his lot.

Deb Polzin, 1306 Anderson Street, was sworn in. She stated her neighbor had a large accessory building erected without going through this process and states it is a serious concern as it may impact the value of her property. She questioned if approval sets a precedent and repeated that it affects the property value.

Ms. Simpson presented the staff report. She stated staff opposes both the height and the floor area variances, and reminded the ZBA that the zoning ordinance restricts the height to 14 feet or less, and the gross floor area to that of the principal structure or 1,000 square feet, whichever is less. Ms. Simpson presented photographs of the properties. She stated the proposed structure is about 2,400 square feet and 22.6 feet tall.

Ms. Simpson provided an overview of the property and the area, noting the residential zoning in the area and identifying where the unincorporated areas exist adjacent to the property. She noted the property was annexed into the City by a previous owner. Chairman Briggs asked to review the typical annexation process. Mr. Dabareiner stated this was a voluntary annexation by a prior owner and Ms. Simpson stated the annexation came about due to the desire for a City water main extension to the property.

Ms. Simpson highlighted the petitioner's desire to store a tall RV and several other vehicles in the building. She pointed out that other larger structures in the area are either in McLean County or were annexed into the City with the large buildings. She added that these structures are

nonconforming so if they were destroyed they could not be rebuilt, unless they adhered to the 14 foot maximum height and a smaller footprint.

Ms. Simpson reviewed the standards for granting a variance. She stated no physical property-related issues are forcing the building to be larger and that the size stems only from the petitioner's desired use; she stated a conforming smaller structure can still be built. She stated RVs are typically stored off-site in the community and the petitioner's circumstances are self-created directly related to the desire to store larger vehicles on their property. She stated granting a variance would give this property a special privilege because others are expected to meet the code unless proving a physical hardship or practical difficulty. She stated the building will be visible to the mobile home park residents impacting their view. Ms. Simpson stated granting the variance could establish a precedence and increases the possibility that the structure could be used for a commercial use at this location.

Chairman Briggs asked what the maximum height and floor area could be if the structure was part of the house. Mr. Dabareiner clarified that the structure would need to be made part of the house rather than simply located next to the house. Mr. Dabareiner added if it is part of the house there is no limit to the floor area because it becomes part of the principal structure and the height limit for a principal structure is 35 feet. Ms. Simpson added the principal use would still need to be residential. Ms. Meek clarified that if the accessory structure is made part of the house it would be allowed; Mr. Dabareiner stated that there is a difference between principal structures and accessory structures in the code.

Chairman Briggs asked about the other buildings on the property mentioned earlier. He asked about the height of the barn and whether it could be rebuilt if it burned down; Ms. Simpson stated the barn is nonconforming and could be rebuilt only as a conforming accessory structure.

Mr. Armstrong stated that the business on the property is an allowed home occupation, unrelated to the need for the accessory building. He stated there will be no increased traffic with the building other than to consolidate what is already going on. He noted the noise concerns raised by some relate to the previous owner of the property. He stated that Mr. Dinser's lot is quite different from his client's.

Chairman Briggs asked staff how noise concerns may be addressed; Mr. Dabareiner suggested calling the police when the noise occurs.

Chairman Briggs asked how long the petitioner has owned the property; Ms. Feger reported she purchased the property 2 ½ to 3 years ago and Mr. Armstrong stated his client owned the property next door for about 20 years.

Mr. Bullington asked what the physical characteristics of the property are that make compliance with the code difficult, other than merely having a large building to house what the petitioner wants. Mr. Armstrong stated that Petitioner could strictly adhere to the code, but to account for the desired size it would need to be part of the house. Mr. Armstrong stated that the land does not pose a problem which prevents adherence to the code.

Mr. Kearney noted that Mr. Armstrong is conceding the code standard regarding no obstructive physical characteristics. He asked about the other standards and whether this is a problem of their own making; Mr. Armstrong replied that the property is large and the location of the residence was not their decision. Mr. Armstrong repeated that if the ZBA votes in favor, he believes it is an improvement; if the ZBA votes no, either the structure is built onto the house which will be more visible or his client will sell the properties to someone who could build a subdivision.

Mr. Bullington stated there is not a finding of fact that would allow him to conclude that since he does not like what else can be built there, a variance should be granted. He asked if there is anything in the code to allow that line of thinking. Mr. Armstrong said no, but he believes granting the variance would preserve the neighborhood.

Mr. Simeone stated he has difficulty with the “neighborhood preservation” claim because four neighbors spoke against the proposal. Mr. Armstrong stated he has two letters in favor and stated that some of the people who spoke in opposition are not impacted.

Chairman Briggs reviewed some of the concerns and believes that many were addressed by the new proposal. Mr. Bullington stated that even if he allows the neighbors want this, he cannot reconcile that with the other standards that fail; he added that there are no physical characteristics which require a larger building and believes this would provide a special privilege which others could use to apply for their own variances.

Chairman Briggs stated he believes the consolidation of race car activities argues in favor. He questioned whether the accessory structure could be attached by a breezeway and considered part of the principal structure; Mr. Bullington stated a breezeway is not a sufficient means for attaching the structure to the house.

Chairman Briggs called for a vote, noting that a yes vote is in favor of the petition and a no vote is opposed to the petition. Mr. Brown—no; Mr. Bullington—no; Mr. Kearney—no; Ms. Meek—yes; Mr. Simeone—no; Chairman Briggs—yes. The **petition fails** by a vote of 2-4.

Chairman Briggs stated an appeal to the City Council is possible when the majority vote is less than five in number. He asked the petitioner to work with staff if they wish to appeal. Mr. Butts rejoined the ZBA.

Respectfully,

Tom Dabareiner AICP
Community Development Director

2-41-16
EXHIBIT A

November 14, 2016

Zoning Board of Appeals of
the City of Bloomington 115
E. Washington St. Ste 201
Bloomington, IL 61701

RE: Variance

Request by

Maria T.

Feger 1422

Butchers

Lane

Bloomington, IL 61701

My name is Amy Howe and I reside at 1414 Butchers Lane. I am writing this on behalf of Ms. Maria . Feger. Ms. Feger is proposing to build a new structure on her property. The new building will replace several old structures that have no functionality. While the new proposed structure will have a height variance from the original structures, the new building will improve the aesthetics of the neighborhood.

It is also my perception that the proposed square footage of the new structure would be comparable to the combined square footage of the current barn and out-buildings. The building would be constructed on an over 6-acre lot where no other homes would be built. Therefore, it is my opinion, this newly constructed building would only improve the property and overall dynamics of the neighborhood.

I strongly encourage you to approve the requested variances on height and square footage for the building proposed at 1422 Butchers Lane.

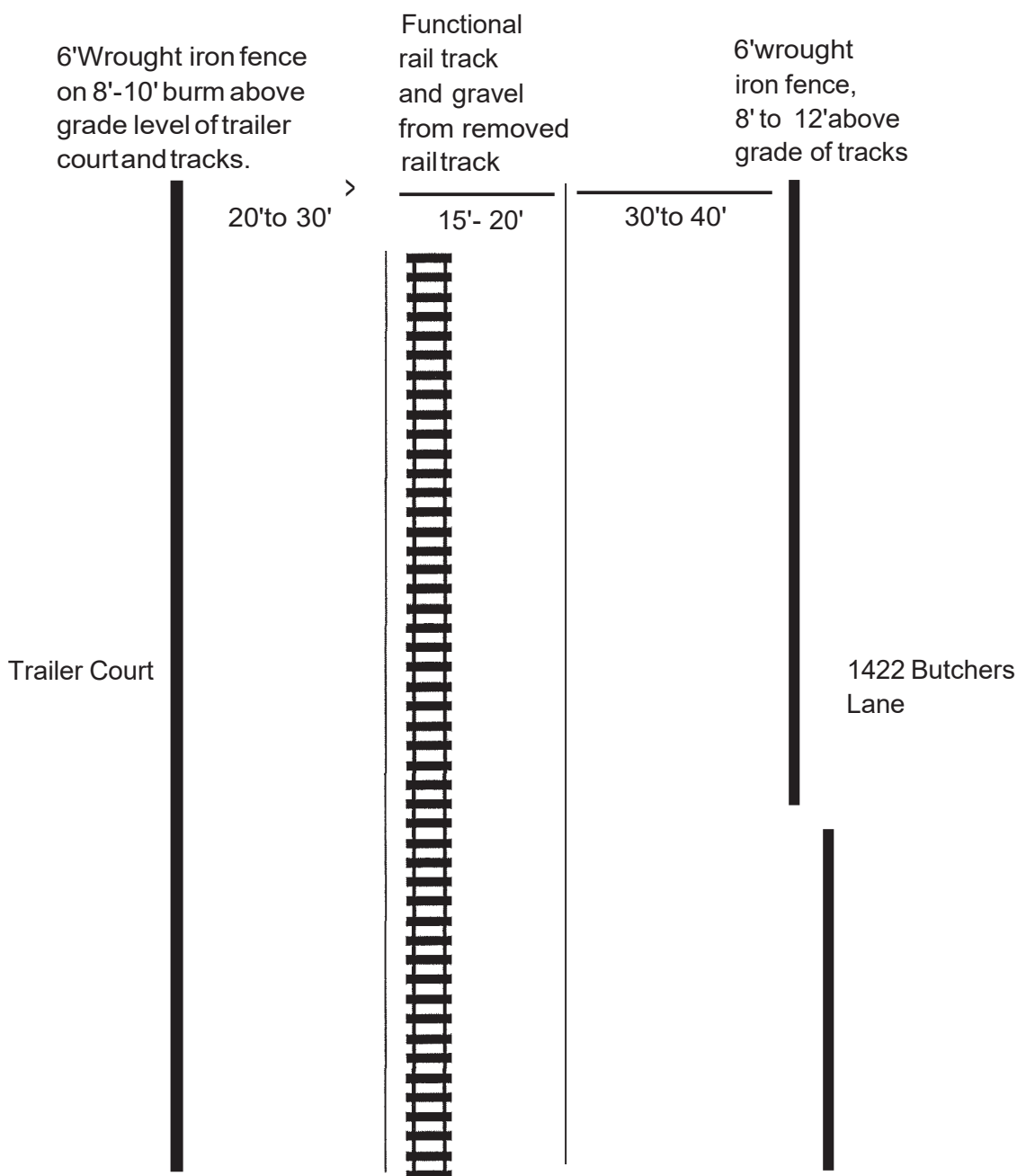
Sincerely,

Amy Howe
1414 Butchers Lane

Bloomington, IL 61701

Aerial Illustration

Approximate property edge from trailer court 65'- 90'
Trailer court/track fence is built on 8'- 10' berm above
grade of trailer court.



Feger Request 11/16/2016

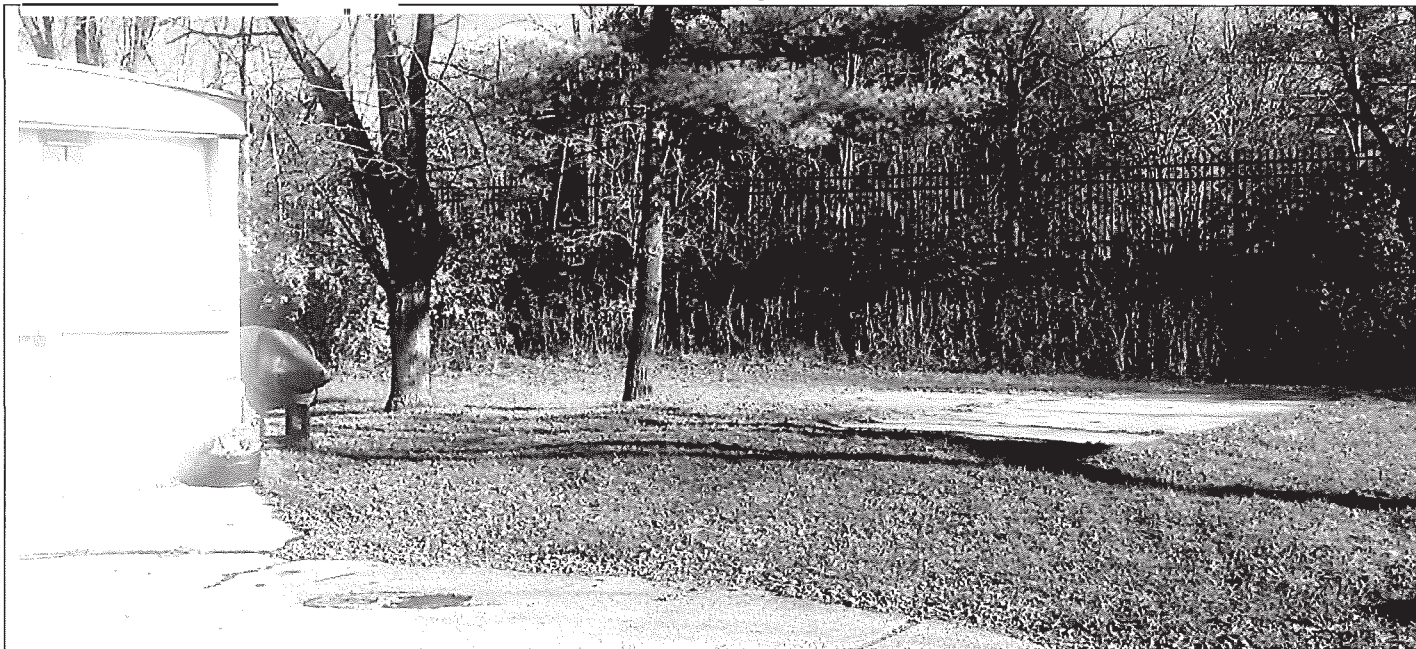
Photos below are taken on 1422 Butchers Lane, looking across tracks to railroad track.

1422 Butchers Lane West boundary has a 6' wrought iron fence. Trailer court has 6' wrought iron fence on 8' – 10' berm above the grade of the trailer court.

Photos below taken from 1422 Butchers Lane.



Photos taken from trailer court looking East towards Butchers lane.



City of Bloomington
Zoning Board of Appeals
Notice of Decision



Case Number: Z-41-16

Petitioner: Maria T Feger

Subject: Request for variances to allow an accessory structure 1) to be taller than 14 ft, and; 2) to have a gross floor area larger than 1000 sq ft or the principal structure, whichever is less.

A public hearing was held on said Petition on November 16, 2016.

Findings of Fact

1. The Petitioner's property is a 6.1 acre parcel with a single family residence (1,653 square feet) located at 1422 Butchers Lane, in an R-1B district.
2. The property was annexed into the City of Bloomington in 2000.
3. The Petitioner wishes to tear down the existing accessory structures and build an accessory structure with a gross floor area of 2,892 square feet and height of 22.6 feet.
4. The accessory structure will be used to store an RV and a number of other recreational vehicles.
5. Staff recommended denial based upon the following findings:
 - (a) The property does not have physical characteristics that pose unreasonable challenges that make strict adherence to the code difficult.
 - (b) The requested variance would not be the minimum action necessary to afford relief to the applicant. The Petitioner could build an accessory structure that complies with the bulk requirements of the zoning ordinance or consider storing the larger recreational vehicles off-site at a commercial facility.
 - (c) Conditions and special circumstances giving rise to the request for the variance were created by the Petitioner and are directly related to the size of the recreational vehicles.
 - (d) Granting the variation request would give the applicant a special privilege denied to the others by the Code because the zoning code requires accessory structures to be 14 ft tall or less and to have a gross floor area of 1000 sq ft or less. These requirements apply to all single family residential districts and are intended to prevent commercial uses of larger accessory structures in residential districts.

(e)

Granting the request for variation would be detrimental to the public welfare or to the essential character of the neighborhood, or would unreasonably impair the use or development of adjoining properties, in that the Zoning Code provides bulk regulations for accessory structures to prevent the commercial use of accessory structures in residential districts, to protect views and the general character of the neighborhood, and to manage densities.

6. The Zoning Board of Appeals voted to deny the Petition for Variance by a vote of 4 to 2. One commissioner recused himself from the vote.

Decision

Wherefore, the Zoning Board of Appeals hereby denies the request for variance.

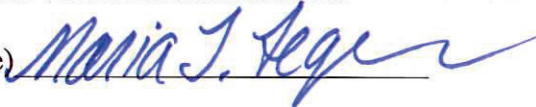
Appeal

The Petitioner is eligible for an appeal to the City Council. Bloomington City Code provides that when a Petition for Variance is rejected by the Zoning Board of Appeals by the vote of less than 5 members, the Petitioner may appeal to the City Council. To receive consideration by the Council, the Petitioner must file with the City Clerk a "Notice of Appeal" in substantially the form set forth below within 10 working days from the date of service of this Notice of Decision.

Notice of Appeal

I, the undersigned, have requested and made application for a variation. Less than five (5) members of the Board of Zoning Appeals concurred in the action which rejected my application. I, therefore, request that the City Council review the record of the administrative hearing conducted by the Board of Zoning Appeals and make a final administrative determination thereon.

(Signature)



Reapplication

No application for variation which has been denied wholly or in part by the Board or Council shall be submitted for a period of one (1) year from the date of said order of denial, except on grounds of new evidence or proof of change in conditions found to be valid by the Board of Zoning Appeals.

Dated this 21th of November, 2016.



Tom Dabareiner, AICP
Zoning Board of Appeals Secretary

APPLICATION TO ZONING BOARD OF APPEALS

Please consider this as our petition for a variance from the requirement(s) of the Zoning Code. I have provided all information requested herein and attached our site plan and fee.

Site Address: **1422 Butchers Lane, Bloomington, IL 16701**

Petitioner: **Maria T Feger** Phone: **309-242-2705**

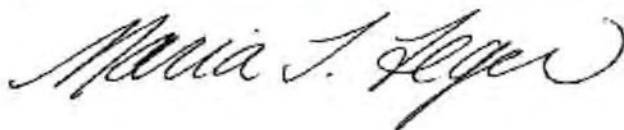
Petitioner's Email Address: tracy.feger@countryfinancial.com (preferred email)
info@griffindesign.us (evening email)

Petitioner's Mailing Address Street: **1426 Butchers Lane**

City, State, Zip Code: **Bloomington, IL 16701**

Contractual interest in the property ☒ X ☐ yes ☐ no

Signature of Applicant



Brief Project Description:

- Two garage doors size 14' x 14'
- One entry door. No windows are planned
- Accessory building size: 40' x 72' x 16' (2880 sq. ft.) to replace existing accessory structures with square foot total of 2892; Preferred roof pitch: 4-12
- New driveway
- Electrical and gas

Code Requirements Involved:

Section 44.4-4 Part C #3 & #4

3. No accessory building or structure in a residential district shall exceed one (1) story or fourteen (14) feet in height (whichever is less).

4. The gross floor area district shall not exceed the ground floor area of the principal building located on the same lot nor one thousand (1,000) square feet whichever is less.

Variances(s) Requested:

- Increase of square footage of detached building that is reasonable the property size of 6.10 acres and allows ample storage
- Replace existing accessory structures totaling 2892 square foot and allow 40 x 72' building to be built approximately 30' from West property line, approximately 240' from eastern property line and 550' from South property line
- Increase building height to accommodate a 14' garage door which allows recreational vehicle to be stored in building. RV & rooftop air conditioner 13.5' in height with a mean of 19.33'. Currently a two story barn exists on property with a peak of 22' and a mean is 19'.

Reasons to Justify Approval by the Zoning Board of Appeals: Your justifications for approval must also be provided in the statement of Findings of Fact.

STATEMENT OF FINDINGS OF FACT

(Must be answered by the Petitioner)

Chapter 44, Section 9.40(d): A variation from the terms of this Code shall not be granted by the Zoning Board of Appeals unless and until findings of fact are submitted demonstrating:

1. That the property has physical characteristics that pose unreasonable challenges which make strict adherence to the Code difficult; and

- A. Current code mandates any structure in excess of code to be added to the existing home. The home entrance is extremely close to the East side of property and force the addition to be located on the South side of the home.
- If added to the home, mature landscape (trees which are over three foot in diameter) would need to be removed.
 - If added to the home, the structure would be closer to neighbor property lines.
- B. The current accessory structures on the property are not very usable, would be costly to repair. They do not provide adequate length or adequate height to store any type of large recreational vehicles, F350 truck or other items.

We would like to remove all existing accessory structures, including outhouse (3.5' x 3.5') and construct one large accessory building.

Current Accessory Structure Building Type	Size	Square Foot
Garage	24' x 24'	576
Side Garage	24' x 9'	216
Barn	20' x 30' two stories, 21.5' at peak of roof	600 – first floor 600 – second floor
Chicken Coop	12' x 20'	240
Grain Bin	14' in diameter	660
Total Square Footage		2892

In addition to the accessory structures listed, a 24' x 9' lean-to was torn down in the spring of 2016 which was 216 sq. ft. This would have brought total square foot to 3108.

The new accessory building would be slightly less in square footage than existing accessory structures. **2880 square foot (proposed) vs 2892 square foot (current).**

The two story barn peak on the property is 21.5' tall. The proposed accessory building peak would be 22.6' tall (preferred option) or 21' tall (second option)

Currently the existing structures are 15' from East property line and 87' from the property line of 11 Stetson Drive. Proposed location would greatly increase that amount to 276' from East property line and 347' (over 4 times as far as current accessory buildings) from the property line of 11 Stetson Drive.

2. *That the variance would be the minimum action necessary to afford relief to the applicant; and*
 - A. Our goal is to replacing the multiple current accessory structures on the property with a singular accessory building of the same square footage. The singular building would be 40' x 72'.
 - B. The variance would allow the peak of the building to be similar in height to the peak of the existing barn on the property. The peak of the proposed building would allow the ability to accommodate 14' tall garage doors in order to store a 13.5' tall recreational vehicle with rooftop air conditioner. Garage doors require an additional 2' in order to open and close the doors.
3. *That the special conditions and circumstances were not created by any action of the applicant; and*
 - A. Adding the accessory building as proposed vs adding an extra-large garage to the home maintains the characteristics of the area. It keeps the property similar to other homes with multiple acres as well as keeps the home similar to those around it.
 - B. 1422 Butchers Lane is a very large property, 6.10 acres, including 3 acres that are agricultural and farmed each year with either soybeans or corn.
 - C. The city code does not adequately take into account subdivisions or properties with 5 or more acres as they are annexed into the city. The city code seems to assume all properties will eventually be subdivided as the accessory building codes accommodate properties 1/30th the size of 1422 Butchers Lane or 1/3 acre or less.
 - D. The properties directly North (two properties on Butchers Lane), South (multiple properties on Six Points Road) and bordering 1422 Butchers Lane are zoned county with buildings of this size.

The county defines agriculture as one acre or more.

Three acres of 1422 Butchers Lane is farmed. If located immediately South or North of where it is at - 1422 Butchers Lane would be allowed an accessory building in excess of 4200, square feet due to county zoning.

County regulations would allow a significantly larger building. County code: Total Accessory Structure Area (excluding attached garages, barns/livestock shelters constructed prior to July 27, 1966, corn cribs, etc.): (6-18-02) On lots 1-6 acres in areas containing 5 or more lots: **2400 square feet.** (6-18-02) **On lots less than 5 acres: 3600 square feet** (excluding barns/livestock shelters less than 2000 square feet in area and area used for indoor riding arenas). (6-18-02) (6- 17-08) **On lots 5 acres or more: 4200 square feet** (excluding barns/livestock shelters less than 2000 square feet in area built after July 27, 1966 and area used for indoor riding arenas). (6-18-02) (6-17-08) (page 71 item 6).

- E. If property was located in directly to the North or South of its' current location, or even directly outside of the city in a **county subdivision on a 5 acre lot a 2400'** accessory building would be allowed.

- F. Two properties on Butchers Lane are zoned agriculture; yet do not have any agriculture on their properties. Three acres of 1422 Butchers Lane has been planted with either corn or soybeans since the home was built.

4. *That the granting of the variance requested will not give the applicant any special privilege that is denied to others by the Code; and*

- A. No special privilege is being given as existing structures totaling an excess of 2892 sq. ft. would be replaced with one accessory building of 2880 sq. ft. and also be further away from neighbor property lines.
- B. Due to the uniqueness of the property (6.1 acres) no special privilege is given as this property is not similar to the other properties in city subdivisions. Many subdivision properties cannot even meet the requirements necessary for 1000 sq. ft. accessory building.
- C. 1422 is a landlocked rural property. Farm fields are to the South are county. The field and wooded areas are not accessible directly from Six Points Road. There are three homes to the East and one home to the North. The other properties prevent roadway access. Approximately 15' of 1422 Butchers Lane touches Butchers Lane, allowing barely enough room for one driveway to the home. It would be difficult and expensive for a resident to build another home on any part of the property due to the size and street access of the property.
- D. Across the railroad bordering the West side of the property is a mobile home park. Due to the property's location next to the railroad and manufactured home park district (zone R-4), the property is less desirable to those who would consider purchasing for single residential homes for subdivision.
- E. Existing property has city water, but is on a septic tank. City sewer is not on the property.
- F. The requested building size is extremely small in proportionate to property.
- G. 1422 Butchers Lane is not part of the subdivision or similar to typical homes on city streets with curbs and sidewalks.

The subdivision property owners lot size (typically 1/3 or less acres) are not comparable to the 6.1 acres of 1422 Butchers Lane.

The subdivision property lots are quite small. A 1000 sq. ft. accessory building would not be allowed on their properties due to the amount of setbacks required from the side or rear of the properties. 1422 should not be penalized due to the smaller size of adjoining properties.

5. *That the granting of this variance will not be detrimental to the public welfare, alter the essential character of the neighborhood, nor unreasonably impair the use or development of adjoining properties.*

- A. The accessory building requested replaces the current accessory structures. It is comparable in square foot to the existing structures and the peak of the accessory building will be nearly identical in height to the peak of the two story barn currently on the property.
- B. The accessory building preserves the characteristics of the neighborhood by not adding an additional extra-large garage/storage area onto the house.
- C. The accessory building does not prevent the neighbors located in the South from any future development, nor interfere with any of the homes located East over 347' away from it.
- D. Our plan is that members of our family reside at 1426, 1422 and 1416 Butchers Lane for the long term. I have lived at 1426 Butchers Lane since 1993 and raised my sons at that location. The rural, farm feel and close proximity to immediate other family members is extremely important to us.

The existence of an accessory building allows us to preserve the characteristics of the neighborhood and preserves what our family values far more than selling all of the properties to be subdivided and potentially rezoned for multi-family housing.

If 1422 Butchers Lane is subdivided as R-1C, with 6.6 dwelling units per acre up to 39 dwelling units would be allowed. If property was zoned R-3A due to proximity of tracks, up to 12 – 29 dwelling units per acre are allowed or 72 – 174 dwelling units would be allowed.

If 1426, 1422 and 1416 Butchers Lane would be sold together, nearly 10 acres could to be developed. The combined acreage would be as large as either of the R-3 properties located on Six Points Road or Morris Avenue (Fox Creek).

- E. Other properties on Butchers Lane have similar sized or larger accessory buildings, the request permits an accessory building to be constructed similar to others in the neighborhood.
- F. Properties directly South of 1422 Butchers Lane, located and accessed from Six Points Road have similar sized accessory buildings, so the request is not out of the ordinary and would maintain the integrity of similar properties located next to 1422 and directly South of it.
- G. The area on Butchers Lane is rural/farm like in nature. It is not urban or city like. The West end of Butchers Lane is not subdivision OR city-like at all. The homes do not compare to the subdivision homes in size or appearance. Driveways are gravel, not concrete.

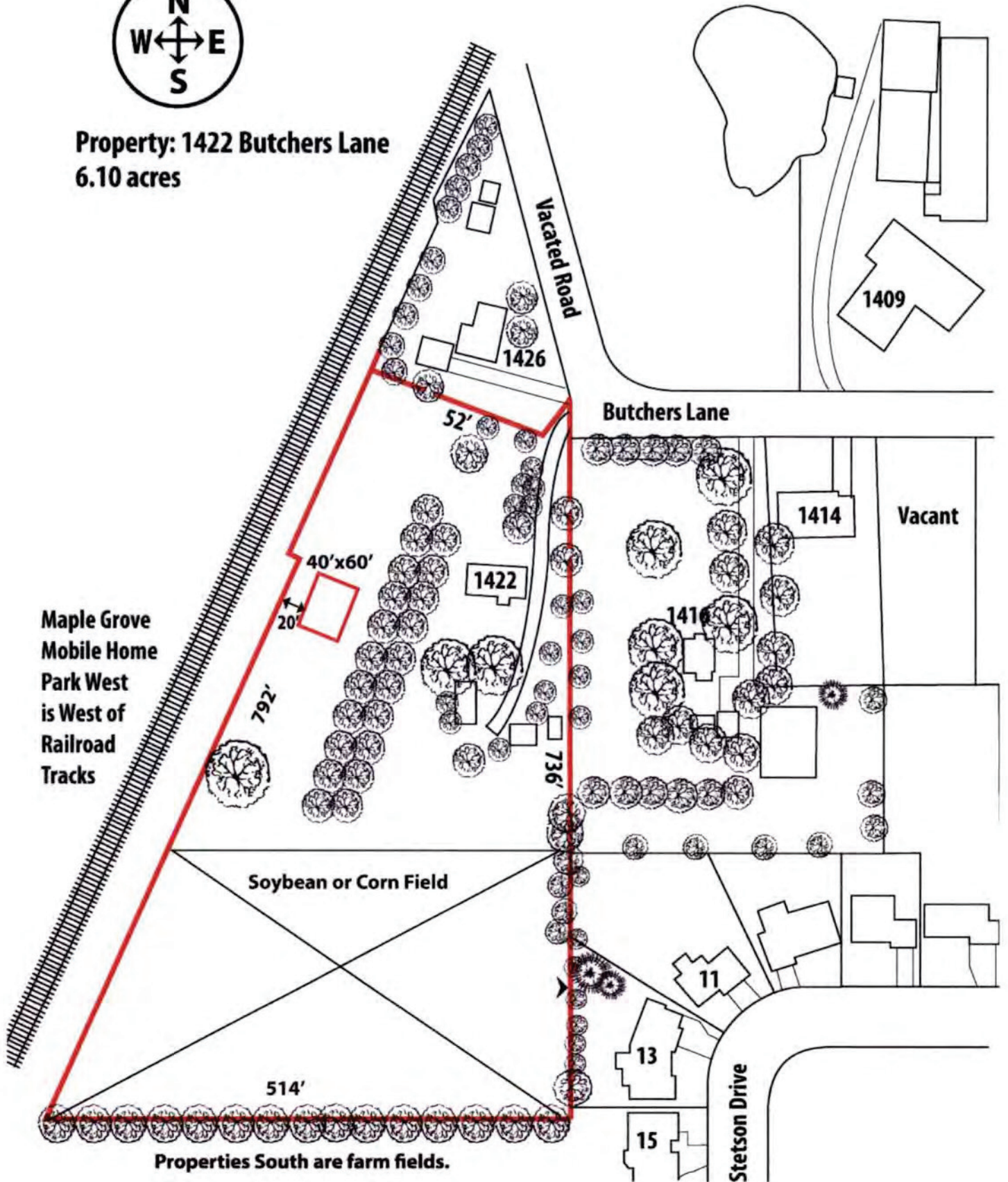
Butchers Lane does not have sidewalks, curbs or drainage on the road like typical city streets. It has the appearance of a narrow county road. No city improvements have been made to the road.

The subdivision properties driveways, sidewalks or homes are not accessible from 1422 Butchers Lane. Our intent is to maintain the rural, park-like atmosphere. Our preference is not to sell the property to a developer with the intent to change the zone to medium or high density zoning.

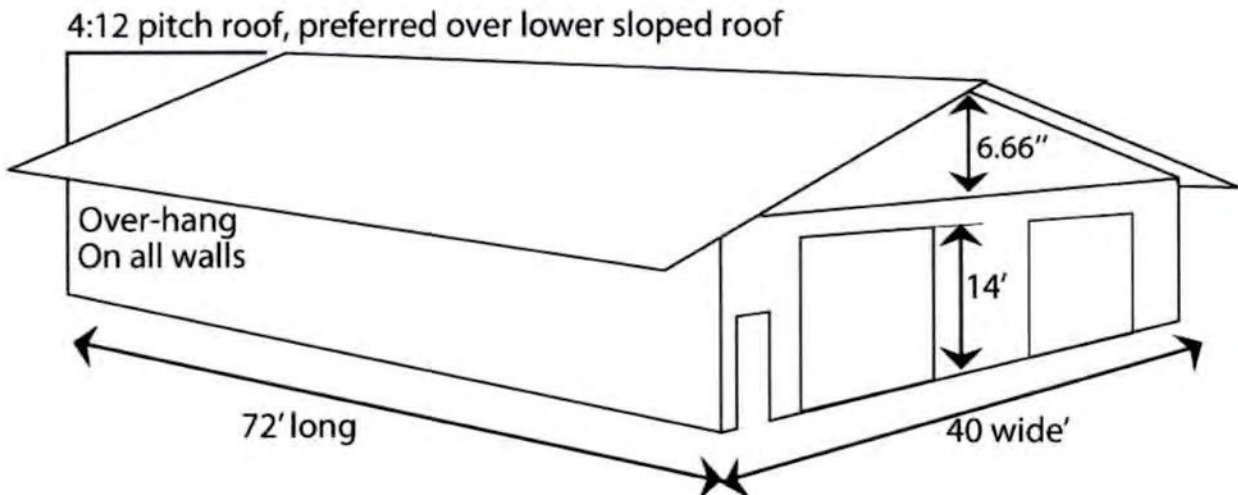
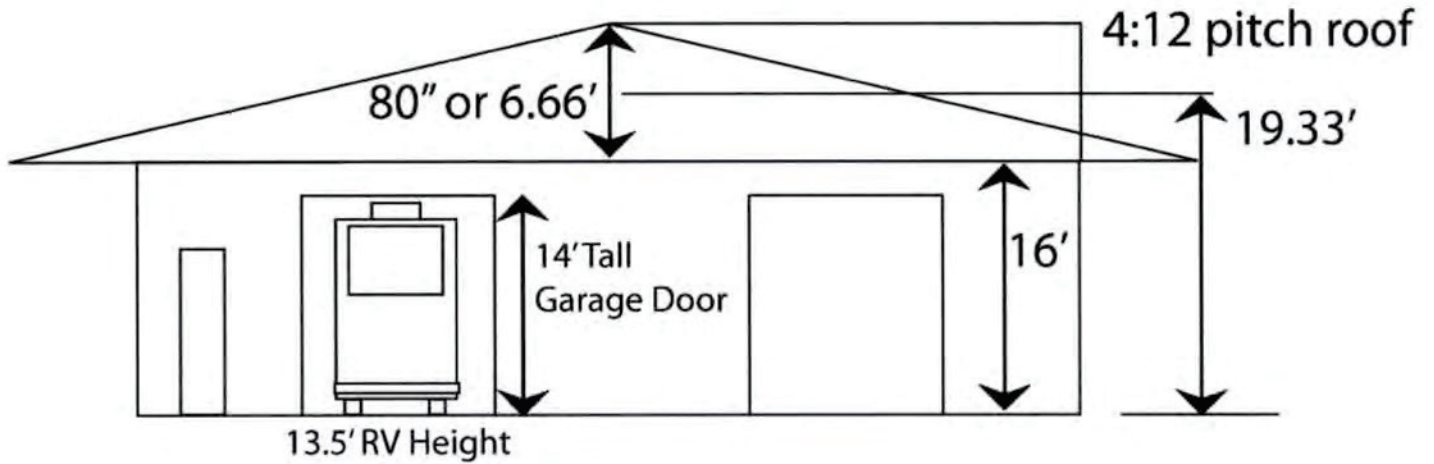
- H. The building is not viewable or accessible from the subdivision properties on Stetson Drive.
 - Closest property line in subdivision will be approximate 347' away from 11 Stetson Drives North property line, over four times as far as the current 87' from the property line of 11 Stetson Drive.
 - Both homes in the subdivision which border 1422 Butchers Lane have several trees on the West side of their property lines
 - The closest subdivision home, 11 Stetson has a 6' tall, solid wooden privacy fence across both sides of their back yard. Trees line the West side of the privacy fence. Trees also line the agricultural fence along the backside of 13 Stetson drive.
 - A very small portion might be able to be seen from the second floor windows of 11 Stetson Drive, but would need to be viewable through trees on property border as well as all of the trees on 1422 Butchers Lane.
- I. The building is not viewable or accessible from the subdivision properties on Sweetbriar Drive.
 - 1416 Butchers Lane and other properties on Stetson Drive serve as buffers from any home on Sweetbriar to view the proposed building on 1422 Butchers Lane.
 - 1416 Butchers Lane is nearly 3 acres, has multiple buildings and trees blocking nearly all Stetson Drive views to 1422 Butchers Lane, let alone far West side of property.
 - Properties on Sweetbriar Drive are not even able the home on 1422 Butchers Lane. They are also not able to view railroad fence located on West side of 1422 Butchers lane. Some residents were not even aware the railroad removed all of the trees along the 1422 Butchers Lane property.
 - 1422 sits on top of a hill, the slope and arc of the hill also prevents the properties on Sweetbriar from viewing the building
- J. Other properties on Butchers Lane will not be able to see the accessory building. The set back on the property also makes it difficult to view from Butchers Lane.
 - 1416 will not be able to see the building due to the location on the other side of the house and the grove of pine trees.
 - Even the property directly North - 1426 Butchers Lane will not be able to view the structure from their home due to the location in the field and their detached garage.
 - None of the other properties from Butchers Lane or Six Points Road will be able to see the building.
- K. Several properties nearby have similar or larger buildings. For example:
 - Properties along Six Points road directly South of 1422 have similar size buildings
 - Butchers Lane is surrounded by county properties, which follow county code
 - 1416 Butchers Lane had significantly larger buildings which recently burnt, viewable by at several subdivision homes and from other Butchers Lane properties. The property owner's plans are to rebuild his structures.



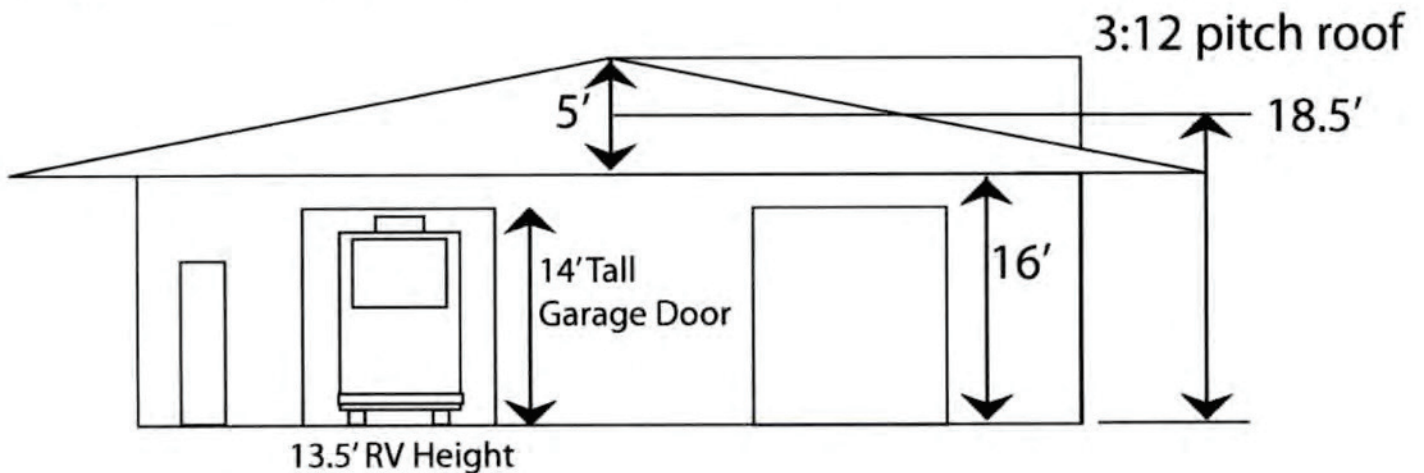
Property: 1422 Butchers Lane
6.10 acres

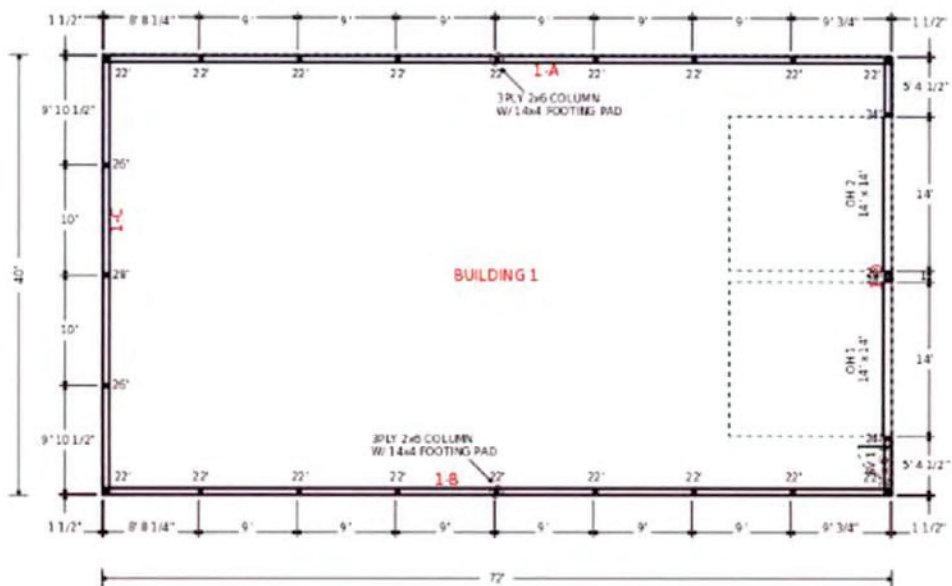
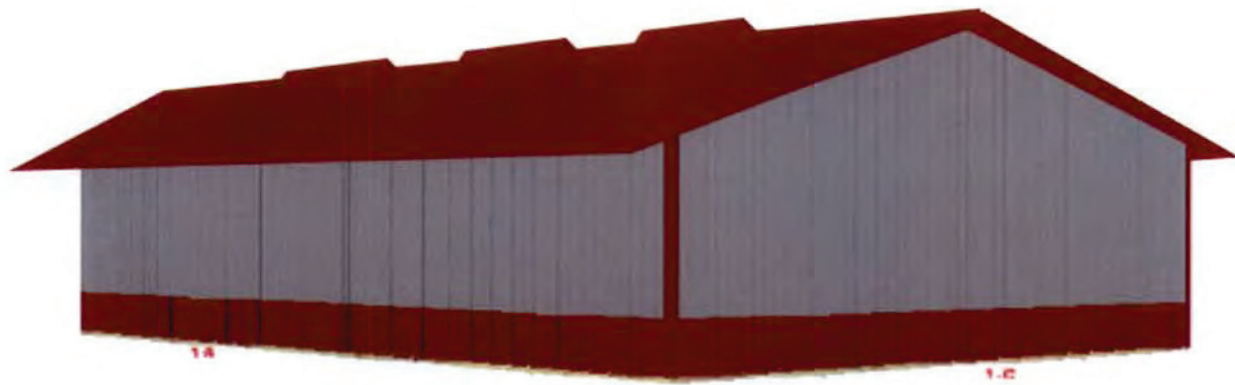


Preferred Option 4:14 pitch roof.



Alternative Option 3:12 pitch roof.





1422 Butchers Lane
Bloomington, IL

Request for 40 x 60'
accessory building as
opposed to being forced
to add an extra large
garage on to home.

Property size:
--6.1 acres
--Over 265,000 s q ft

Red outlines also
indicate existing
accessory buildings
in neighborhood.





Current Accessory Structure Building Type	Size	Square Foot
Garage	24' x 24'	576
Side Garage	24' x 9'	216
Barn	20' x 30' two stories, 21.5' at peak of roof	600 – first floor 600 – second floor
Chicken Coop	12' x 20'	240
Grain Bin	14' in diameter	660
Total Square Footage		2892

In addition to the accessory structures listed, we tore down a 24' x 9' Lean-to in the Spring of 2016 which was 216 sq. ft. this would have brought total square foot to 3108.

The new accessory building would be slightly less in square footage than existing accessory structures. 2720 square foot vs 2892 square foot.



A. Corner View looking over 1422 Butchers Lane. West side of property is bordered by railroad.



B. Looking back towards 1422 Butchers Lane house from corner of proposed building.



C. Corner of proposed accessory building looking at Stetson Driver #11 and #13 homes. Illustrates tree line and how difficult it is to view houses.



D. Looking at #11 Stetson Drive from middle of soybean field, June 2016. Illustrates how difficult it will be to view proposed building from #11 Stetson.

May 15, 2016



E. View of #11 and #13 Drive from middle of field. Towards south portion of field on 1422 Butchers Shows heavy tree line on the North portion of property border of #11 Stetson & along #13 Stetson

5/13/2016



F. Looking at 1422 Butchers Lane from fence on bordering #13 Stetson Drive



G. Looking at 1422 Butchers Lane from fence on bordering #11 Stetson Drive



H. Illustrates that 1422 Butchers lane is not viewable from Sweetbriar Drive properties back yard. Looking towards 1416 Butchers Lane from property line between 1416 Butchers Lane and subdivision properties on Sweetbriar.

1422 Butchers Lane is on far side of 1416 Butchers Lane and is not viewable from Sweetbriar properties as they are on the bottom of the hill.

The left 6'tall privacy fence extends all the way behind 1416 Butchers Lane and around the corner of the home located on 11 Stetson Drive.



Corner of Sweetbriar and Butchers Lane. 1422 Butchers Lane is not viewable from Sweetbriar.



Between homes on Sweetbriar, no view of home on 1422 Butchers Lane. Only view is of 1416 Butchers Lane.

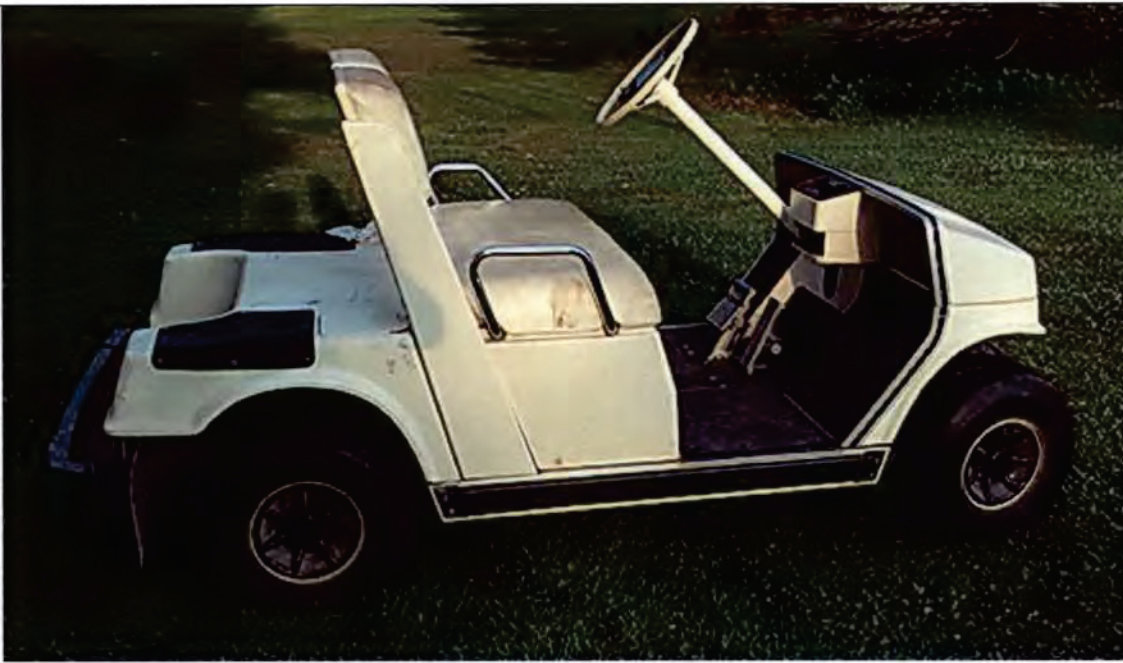


Between homes on Sweetbriar, no view of home or other existing buildings on 1422 Butchers Lane. Only view is of 1416 Butchers Lane rear lot and buildings.

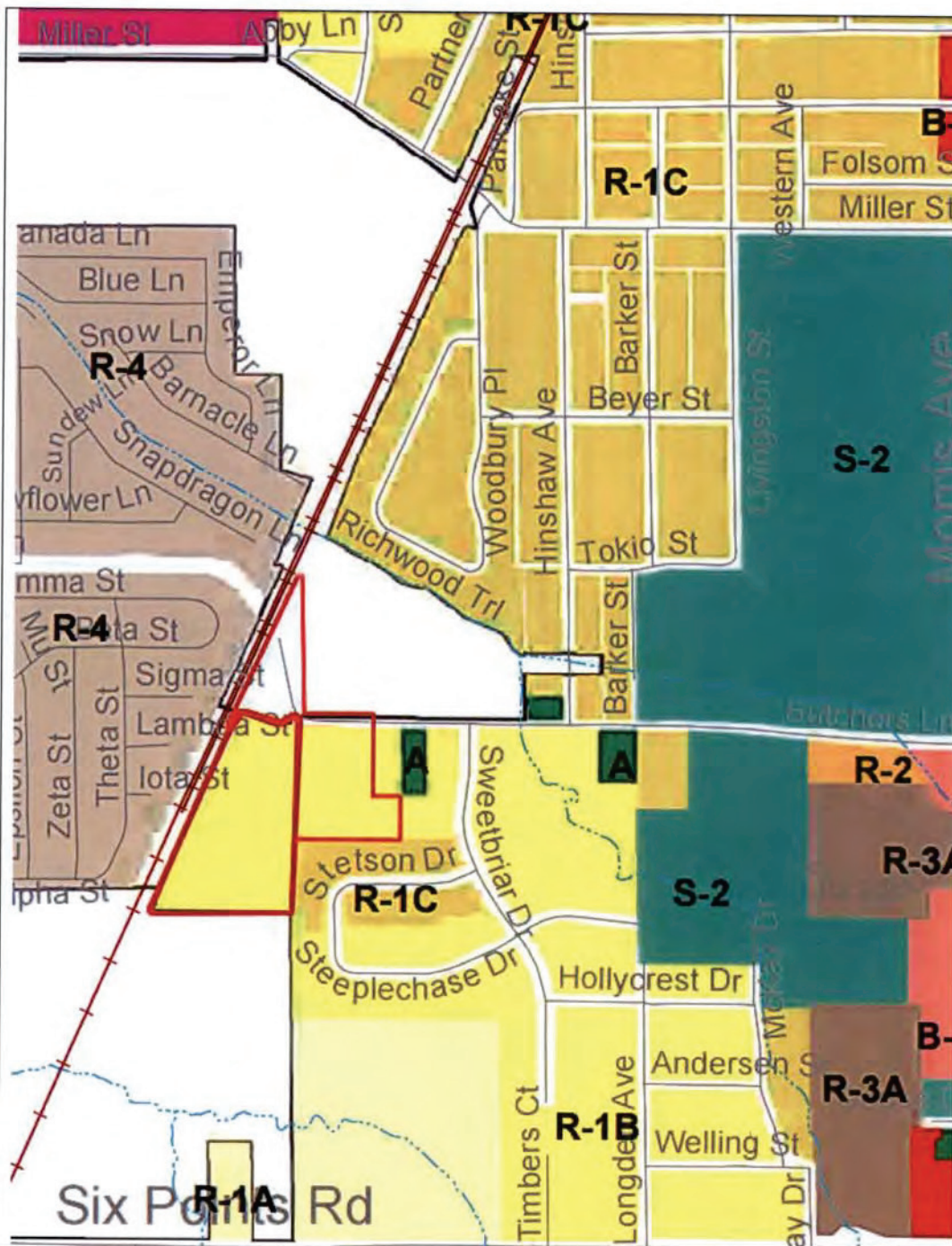
Planned items to be stored in accessory building.











Red outline indicates 1416, 1422 and 1426 Butchers Lane. Property totals nearly 10 acres.

Our desire is to keep the integrity of the current neighborhood, including the park-like environment as opposed to being forced to sell and potentially changing the property R-3 as on Six Points or Morris Avenue.

If all properties were R-1C, 6.6 dwelling units per acre are allowed or 66 dwellings. If properties were zoned R-3A due to proximity of tracks, up to 12 – 29 dwelling units per acre are allowed or 120 – 290 dwelling units.

November 8, 2016

Zoning Board of Appeals of the City of Bloomington
115 E. Washington St., Ste. 201
Bloomington, IL 61701

RE Variance Request by Maria T. Feger (1422 Butchers Lane)

The property being discussed is 6.10 acres. To me this puts the application of certain zoning policies into "pause." Furthermore, the property borders the railroad tracks with no road crossing for at least ½ mile in either direction.

This deteriorated site of an old farm has numerous buildings that Fegers plan to eliminate—including an old barn that has a roof peak of about 35'. The elimination of this barn with a new, nice-appearing metal building is a strongly desirable "trade-off." I recommend affirmation of the height variance.

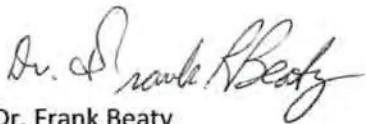
Similarly, if the square footages of all these various buildings were totaled, they would certainly exceed the square footage of the house. Because of the size of the property, I affirm granting of a variance from the square footage code. There will never be other houses built near this building.

I strongly affirm their proposed structure and requests for variances.

Furthermore, I recommend a variance of the code requiring an accessory building to be behind the front of the house. This is a "farm." It is on a property that exceeds 6 acres. If this variance were granted, it would lessen their driveway construction cost by nearly 50%. The property is at the end of Butchers Lane. It is isolated. The application of the City's zoning codes need some considerations of this specific situation and location.

I urge you to vote affirmatively for the requested 2 variances (height and square footage) of the building as well as granting a location variance closer to Butchers Lane.

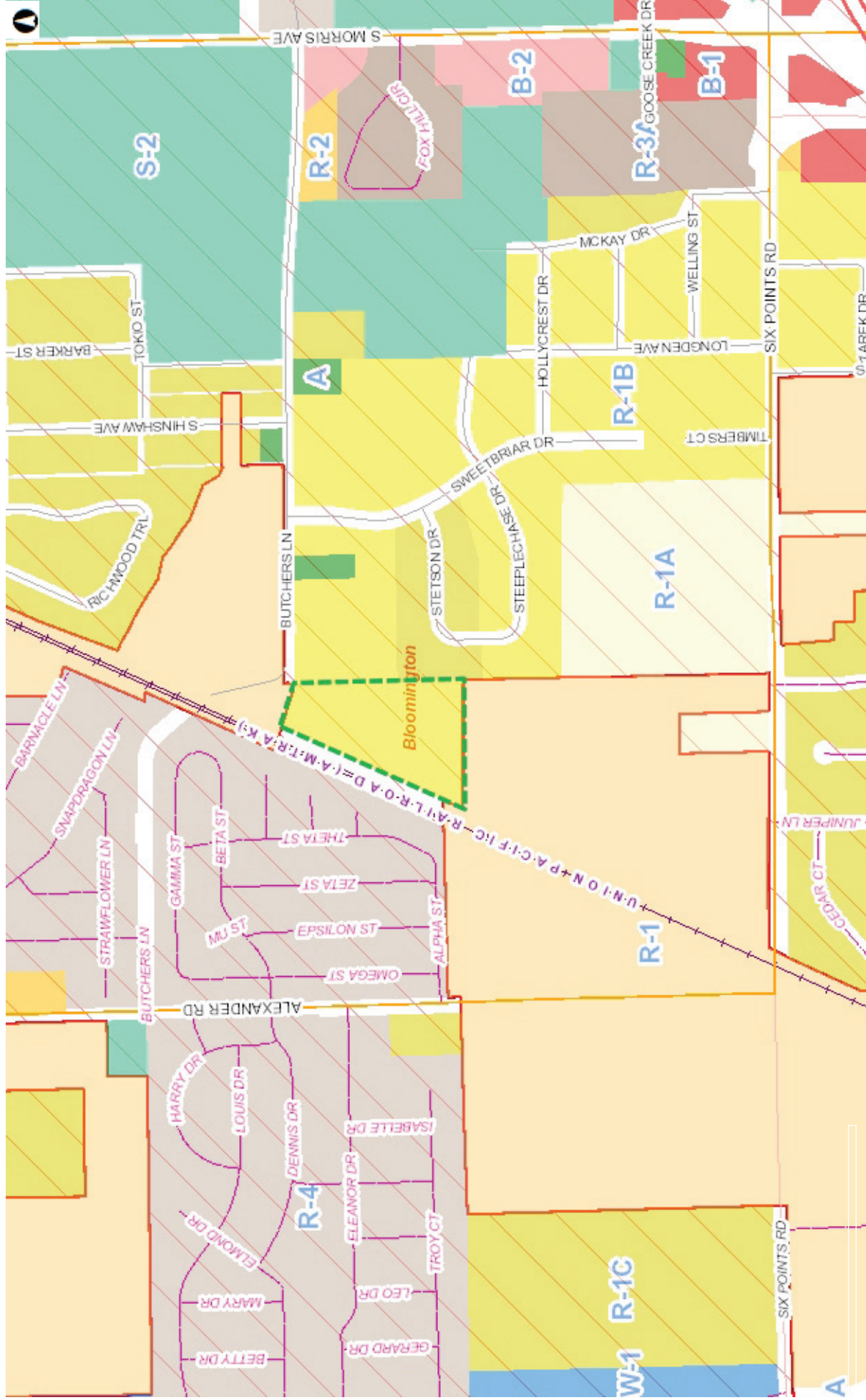
Sincerely,

A handwritten signature in cursive script, appearing to read "Dr. Frank Beaty".

Dr. Frank Beaty
11 Stetson Dr., Bloomington, IL 61701



Zoning Map 1422 Butchers Ln



Notes

Red hatched lines denote corporate limits

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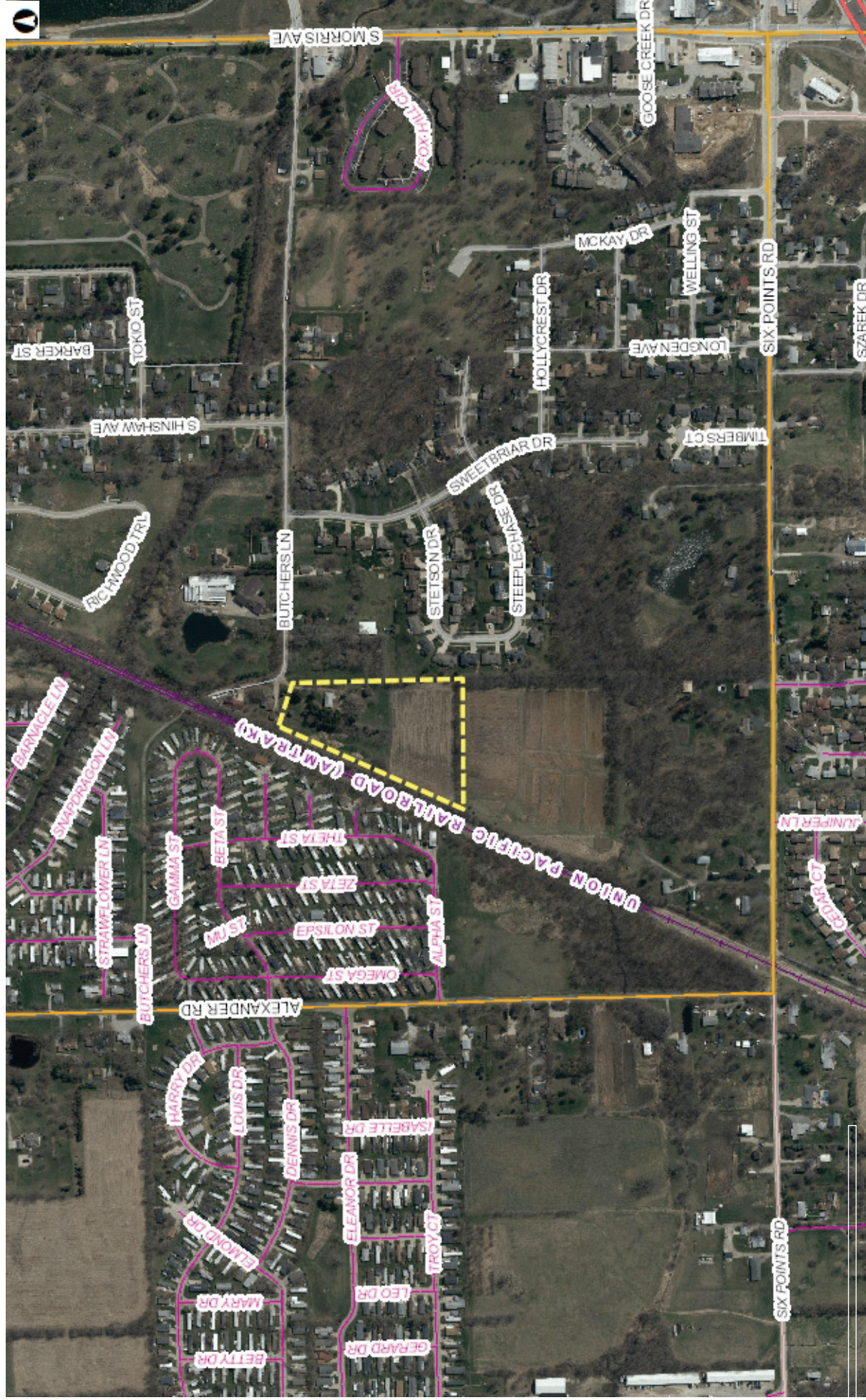
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Aerial View 1422 Butchers Ln



Notes

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20845888
CITY OF BLOOMINGTON
PUBLIC HEARING NOTICE
ZONING BOARD OF APPEALS

November 16, 2016

Notice is hereby given that the Zoning Board of Appeals of the City of Bloomington, Illinois, will hold a public hearing scheduled for Wednesday, November 16, 2016 at 4:00 p.m. in the Council Chambers of City Hall Building, 109 E. Olive St., Bloomington, Illinois, petitions submitted by Maria T Feger for the approval variances from Chapter 44 of the City's Code on property located at 1422 Butchers Lane at which time all interested persons may present their views upon such matters pertaining thereto. The petitioner or his/her Counsel/Agent must attend the meeting and the subject property is described as follows:

Legal Description:

SUB SW 8-23-2E (EX BEG E LN RR & CEN BUTCHERS LANE SELY ALG CEN RD 313' SWLY 60.67' NWLY 171.5' TOE LN RR, N328' POB) E OF RR 6.10 ACRES

REQUESTS

A request for variances from Chapter 44 of the City's Code to construct an accessory structure that 1) exceeds the fourteen (14) feet height maxi-

mum; 2) has a gross floor area larger than 1,000 sq feet or the principal structure, whichever is less; 3) is located in the side yard of the property (44.4-4).

In compliance with the Americans with Disabilities Act and other applicable federal and state laws, the hearing will be accessible to individuals with disabilities. Persons requiring auxiliary aids and services should contact the City Clerk, preferably no later than five days before the hearing.

The City Clerk may be contacted either by letter at 109 E. Olive St., Bloomington, IL 61701, by telephone at 309-434-2240, or email cityclerk@cityblm.org. The City Hall is equipped with a text telephone (TTY) that may also be reached by dialing 309-829-5115.

Published: Monday October 31, 2016



Department of Community Development
115 E Washington St, Ste 201
Bloomington IL 61701

November 3, 2016

Dear Property Owner or Resident:

The Zoning Board of Appeals of the City of Bloomington, Illinois, will hold a public hearing scheduled for Wednesday, November 16, 2016 at 4:00 p.m. in the Council Chambers of City Hall Building, 109 E. Olive St., Bloomington, Illinois, to hear testimony on a petition submitted by Maria T. Feger for the approval a variance from Chapter 44 of the City's Code on property located at 1422 Butchers Lane Street at which time all interested persons may present their views upon such matters pertaining thereto. The petitioner or his/her Counsel/Agent must attend the meeting and the subject property is described as follows:

Legal Description:

SUB SW 8-23-2E (EX BEG E LN RR & CEN BUTCHERS LANE: SELY ALG CEN RD 313', SWLY 60.67', NWLY 171.5' TOE LN RR, N328' POB) E OF RR 6.10 ACRES

REQUEST

A request for variances from Chapter 44 of the City's Code to construct an accessory structure that 1) exceeds the fourteen (14) feet height maximum; 2) has a gross floor area larger than 1,000 sq feet or the principal structure, whichever is less; 3) is located in the side yard of the property (44.4-4).

You are receiving this courtesy notification since you own property within a 500 foot radius of the land described above (refer to map on back). All interested persons may present their views upon matters pertaining to the requested variance during the public hearing.

In compliance with the Americans with Disabilities Act and other applicable federal and state laws, the hearing will be accessible to individuals with disabilities. Persons requiring auxiliary aids and services should contact the City Clerk at (309) 434-2240, preferably no later than five days before the hearing.

Please note that cases are sometimes continued or postponed for various reasons (i.e lack of quorum, additional time needed, etc.). The date and circumstance of the continued or postponed hearing will be announced at the regularly scheduled meeting. The hearing's agenda will be available at www.cityblm.org. If you desire more information regarding the proposed petition or have any questions you may call me at (309) 434-2226 or email me at ksimpson@cityblm.org.

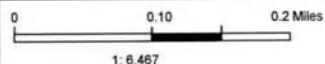
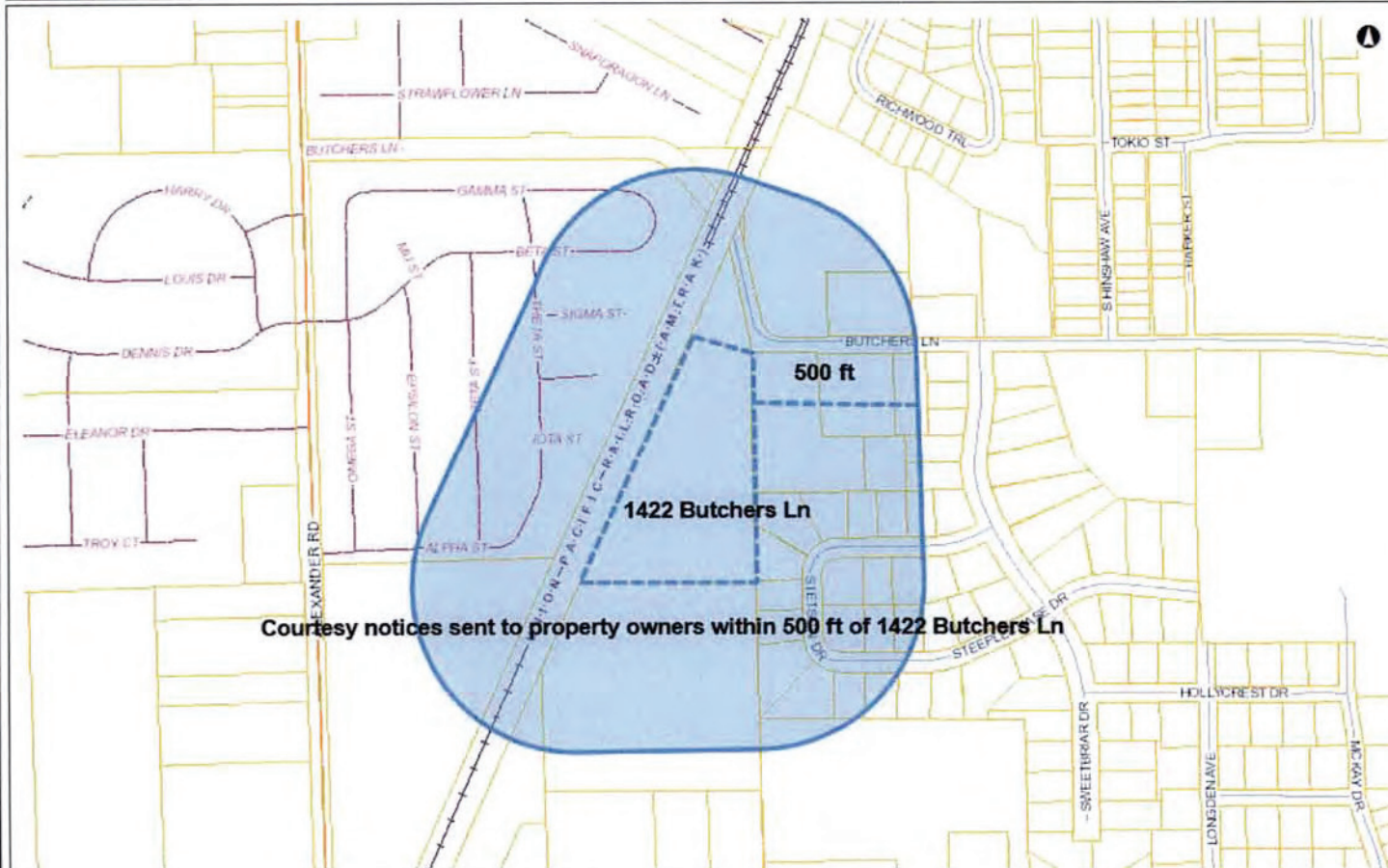
Sincerely,

Katie Simpson
City Planner

Attachment
Location Map with 500 foot notification buffer



Public Hearing for a Variance



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Printed: 11/2/2016 3:42:50 PM

Notes

Wednesday, November 16, 2016
109 E Olive Street
Bloomington IL 61701

MICHAEL & RENA SHIFFLET
10 STETSON DR
BLOOMINGTON IL 617018332

STANLEY J SWICK JR
1401 BUTCHERS LN
BLOOMINGTON IL 617019512

% MARK HATTON A HARPER MARSHA
14225 ROYAL OAKS DR
BLOOMINGTON IL 61705

WILLIAM L HINSHAW
1501 SIX POINTS RD
BLOOMINGTON IL 617019521

RANDY S AMMERMAN
1508 STEEPLECHASE DR
BLOOMINGTON IL 617018330

GLEN J. & MARCIA J. O'CONNOR
1510 Steeplechase Dr
Bloomington IL 617018330

DEBORAH K WELDON TRUSTEE
1514 STEEPLECHASE DRIVE
BLOOMINGTON IL 61701

ROBERT HINSHAW
2201 WOODFIELD RD
BLOOMINGTON IL 617042418

% DOUGLAS R & VALERIE S MUDD
LAUHER TRUST
4333 MCPHERSON
SAINT LOUIS MO 63108

THOMAS P BLEY
6 STETSON
BLOOMINGTON IL 61701

FRANK & JUDITH BEATY
11 STETSON DR
BLOOMINGTON IL 617018332

ELIZABETH GIGER
1408 BUTCHERS LN
BLOOMINGTON IL 617019513

MARIA THERESA FEGER
1426 BUTCHERS LN
BLOOMINGTON IL 617019513

SUSAN BRUMME
1507 Steeplechase Dr
Bloomington IL 617018331

XUE E BIAN
1509 Steeplechase Dr
Bloomington IL 617018331

BRENT A SCOTT
1511 STEEPLECHASE DR
BLOOMINGTON IL 617018331

STANLEY G WING
17 STETSON DR
BLOOMINGTON IL 617018332

STEPHEN L SOVEREIGN
3 STETSON DR
BLOOMINGTON IL 61701

MAPLE GROVE ESTATES
4425 W AIRPORT FWY STE 475
IRVING TX 750625853

STETSON DRIVE TRUST
7 STETSON DR
BLOOMINGTON IL 61701

AND PROPERTY INVESTMENTS LLC
14 DERBY WAY
BLOOMINGTON IL 617042820

GENE L CUNNINGHAM
1409 BUTCHERS LN
BLOOMINGTON IL 61701

BRETT & MARY T BLOEBAUM
15 STETSON
BLOOMINGTON IL 61701

BRETT & JAMIE HARTRICH
1507 SWEETBRIAR DR
BLOOMINGTON IL 617018326

CORDNEY HOWARD
1509 SWEETBRIAR DR
BLOOMINGTON IL 617018326

RONALD & ELIDIA SCHOCKE
1512 STEEPLECHASE
BLOOMINGTON IL 61701

STEVEN A BERNSTEIN
19 STETSON DRIVE
BLOOMINGTON IL 61701

ANDREW & KAREN BEATY
4 STETSON DR
BLOOMINGTON IL 617018332

STEVEN & PENNY TROWER
5 STETSON DRIVE
BLOOMINGTON IL 61701

ERIN L & ROBERTA L WILES ZUZIK
8 STETSON DR
BLOOMINGTON IL 617018332

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RONALD L JONES
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BLOOMINGTON IL 617018332

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ALTERNATIVE DRAFT
ORDINANCE NO. 2017 _____

**AN ORDINANCE DENYING A PETITION FOR VARIANCES FROM CHAPTER
44 SECTION 4.4C BULK REQUIREMENTS FOR AN ACCESSORY
STRUCTURE REQUESTED FOR THE PROPERTY LOCATED AT: 1422
BUTCHERS LANE**

WHEREAS, there was heretofore filed with the Community Development Department of the City of Bloomington, McLean County, Illinois, a petition requesting two (2) variances from Section 44.4-4C to allow 1). an increase in accessory structure height of 22.6 ft (an 8.6ft increase) and 2). a gross floor area of 2,892 sf (a 1,892 sf increase) for the property hereinafter described in Exhibit(s) A; and

WHEREAS, the Bloomington Board of Zoning Appeals, after proper notice was given, conducted a public hearing on said petition on November 16, 2016; and

WHEREAS, the Bloomington Board of Zoning Appeals, determined the requested variances do not comply with the standards and conditions for granting a variance as required by Chapter 44, Section 44.13-4D of the Bloomington, City Code, 1960; and

WHEREAS, the Bloomington Board of Zoning Appeals, denied the petition for variances from Section 44.4-4C for said premises by a vote of 4-2-1, with one member recusing himself; and

WHEREAS, the City Council of the City of Bloomington, after proper notice has been filed with the City Clerk of the City of Bloomington, has the power to review the record of the administrative public hearing and make a final administrative determination thereon when a petition is denied by the Bloomington Board of Zoning Appeals by less than five (5) votes.

WHEREFORE, the City Council of the City of Bloomington, reviewed the record of the November 16, 2016 administrative public hearing; and

WHEREFORE, the City Council of the City of Bloomington determined the Bloomington Board of Zoning Appeals decision to deny the petition for the aforementioned variances for said premise to be valid.

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

1. That the petition for variances from Chapter 44, Section 4.4C the Bulk Requirements for an Accessory Structure for the property described in Exhibit(s) A be denied.
2. This Ordinance shall take effect immediately upon passage and approval.

PASSED this _____ day of _____, 20____.

APPROVED this _____ day of _____, 20____.

Tari Renner, Mayor

ATTEST:

Cherry Lawson, City Clerk

Jeff Jurgens, Corporate Counsel

Exhibit A

“Legal Description for 1422 Butchers Lane”

SUB SW 8-23-2E (EX BEG E LN RR & CEN BUTCHERS LANE; SELY ALG CEN RD
313', SWLY 60.67', NWLY 171.5' TOE LN RR, N328' POB) E OF RR 6.10 ACRES

ALTERNATIVE DRAFT
ORDINANCE NO. 2017 _____

**AN ORDINANCE ALLOWING A PETITION FOR VARIANCES FROM
CHAPTER 44 SECTION 4.4C BULK REQUIREMENTS FOR AN ACCESSORY
STRUCTURE REQUESTED FOR THE PROPERTY LOCATED AT: 1422
BUTCHERS LANE**

WHEREAS, there was heretofore filed with the Community Development Department of the City of Bloomington, McLean County, Illinois, a petition requesting two (2) variances from Section 44.4-4C to allow 1). an increase in accessory structure height of 22.6 ft (an 8.6ft increase) and 2). a gross floor area of 2,892 sf (a 1,892 sf increase) for the property hereinafter described in Exhibit(s) A; and

WHEREAS, the Bloomington Board of Zoning Appeals, after proper notice was given, conducted a public hearing on said petition on November 16, 2016; and

WHEREAS, the Bloomington Board of Zoning Appeals, determined the requested variances do not comply with the standards and conditions for granting a variance as required by Chapter 44, Section 44.13-4D of the Bloomington, City Code, 1960; and

WHEREAS, the Bloomington Board of Zoning Appeals, denied the petition for variances from Section 44.4-4C for said premises by a vote of 4-2-1, with one member recusing himself; and

WHEREAS, the City Council of the City of Bloomington, after proper notice has been filed with the City Clerk of the City of Bloomington, has the power to review the record of the administrative public hearing and make a final administrative determination thereon when a petition is denied by the Bloomington Board of Zoning Appeals by less than five (5) votes;

WHEREAS, the City Council of the City of Bloomington, reviewed the record of the November 16, 2016 administrative public hearing; and

WHEREAS, the City Council of the City of Bloomington determined the Bloomington Board of Zoning Appeals decision to deny the petition for the aforementioned variances for said premise was erroneous in that all standards for awarding said variances have been met:

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

1. That the petition for variances from Chapter 44, Section 4.4C the Bulk Requirements for an Accessory Structure for the property described in Exhibit(s) A be approved.

2. This Ordinance shall take effect immediately upon passage and approval.

PASSED this _____ day of _____, 20____.

APPROVED this _____ day of _____, 20____.

Tari Renner, Mayor

ATTEST:

Cherry Lawson, City Clerk

Jeff Jurgens, Corporate Counsel

Exhibit A

“Legal Description for 1422 Butchers Lane”

SUB SW 8-23-2E (EX BEG E LN RR & CEN BUTCHERS LANE; SELY ALG CEN RD
313', SWLY 60.67', NWLY 171.5' TOE LN RR, N328' POB) E OF RR 6.10 ACRES

CITY OF
Bloomington ILLINOIS
REGULAR AGENDA ITEM NO. 8B

FOR COUNCIL: January 23, 2017

SUBJECT: Consideration of Approving a Lease from Mid-Central Community Action for the Jefferson Street Community House located at 828 W. Jefferson Street to be used by the Bloomington Police as an office and community house.

RECOMMENDATION/MOTION: That the lease for Jefferson Street Community House located at 828 W. Jefferson Street be approved and that the Mayor and City Clerk be authorized to execute the necessary documents.

STRATEGIC PLAN LINK: Goal 4: Strong Neighborhoods

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

BACKGROUND: Please see the attached “Summary of the Proposed Jefferson Street Community House”, prepared by Matthew Drat, Director of Community Engagement for Mid-Central Community Action, which gives a detailed summary and description of events leading up to the lease proposal. This item was before Council on December 12, 2016. In response to questions and concerns brought to the Council’s attention at that time, Council directed staff to engage in further dialogue with members of the community and tabled this item until January 23, 2017.

Since the December 12, 2016 Council meeting, the following has occurred:

- On December 15, 2016, Chief Brendan Heffner attended a meeting at Mt. Pisgah Baptist Church organized by the Black Lives Matter organization where the proposal was one of the topics discussed;
- On December 17, 2016, there was a community open house at the premises;
- On January 4, 2017, the project was the main topic of conversation at the Police Chief’s bi-monthly Community Focus Group meeting, which was attended by approximately 50 people;
- On Monday, January 9, 2017, members of the West Bloomington Housing Collaborative (WBHC) met with representatives of the Black Lives Matter organization and discussed concerns raised by those representatives about transparency and accountability;
- A listening session took place on January 12, 2017, at Mt. Pisgah Baptist Church, where member of the community were encouraged to voice their opinions regarding the proposal;
- Extensive door to door surveying has been conducted by Mid-Central Community Action.

As a result of the dialogue, changes have been made to the proposed lease. (Please the see the attached Lease for details.) They include the following:

1. The premises is no longer referred to a "Police Sub-Station" but is rather described as a "Community House". This is to emphasize that the leased premises will be used as a place for community engagement rather than as a place where detention, suspect interview or surveillance will take place.

2. New provisions require the police to report to Community Action the frequency of the use of the house on a quarterly basis.

3. The lease further provides that police, in conjunction with the WBHC will host a minimum of four community events during the term of the lease.

4. The WBHC will be able to host one community event per month on the premises.

These changes to the lease have been made in order to clarify the purpose of the Community House and provide transparency regarding its use.

Several weeks ago, staff checked into any potential zoning issues with the use of this facility and found none. In order to make sure the West Jefferson Community House is as welcoming as possible to all audiences, the question of ADA compliance was raised on Wednesday of this week, which staff investigated as soon as possible and returned their findings Friday morning. In regards to ADA, the City anticipates funding approximately \$5,000-\$10,000 in improvements to the property for ADA compliance items including installing a small ramp at the rear door and modifications to the kitchen sink area and restroom. Modifications to the restroom include the removal of the bathtub to allow for maneuverability inside the restroom. The total cost of improvements also includes replacing the bathtub in the case MCCA were to find a single-family buyer for the property in the future.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: West Side
Bloomington Collaborative and Black Lives Matter.

FINANCIAL IMPACT: If approved, rent for the term of this lease shall be payable in advance on the first day of each month during the term of the Lease in installments of \$1.00. All such rent shall be paid without prior demand or notice and without any deduction or offset whatsoever. Respectfully submitted for Council consideration. Sufficient funds exist in the FY 2017 Budget under the Police-Other Miscellaneous Expense account (10015110-79990). Stakeholders can locate this in the FY 2017 Budget Book titled "Budget Overview & General Fund" on page 273.

Prepared by: Greg Scott, Assistant Chief of Police

Reviewed by: Brendan Heffner, Chief of Police

Financial & budgetary review by: Chris Tomerlin, Budget Analyst

Legal review by: George D. Boyle, Assistant Corporation Counsel

Recommended by:



David A. Hales
City Manager

Attachments:

- Lease
- Summary of the Proposed Jefferson Street Community House
- PowerPoint Presentation from Mid Central Community Action
- Community Policing Photos
- Public Comment

LEASE

828 W. Jefferson St.
Bloomington, IL 61701

THIS LEASE shall be effective when signed by an authorized representative of each party hereto and is entered into by and between MID CENTRAL COMMUNITY ACTION, INC., hereinafter referred to as "Landlord" and the CITY OF BLOOMINGTON POLICE DEPARTMENT, hereinafter referred to as "Tenant."

1. Landlord is the owner of property located at 828 W. Jefferson St., Bloomington, IL 61701 (said property is hereinafter referred to as the "Premises.")
2. Tenant desires to lease from Landlord, and Landlord desires to lease to Tenant the furnished Premises described above commencing upon execution of this agreement and terminates one year from the effective date.
3. The described premises are leased furnished, to include all furnishes enumerated on the List of Furnishings, which is part of this lease, signed by both parties and dated.
4. In consideration of the above recitals and of the terms, covenants and conditions hereof, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be bound hereby, Tenant and Landlord hereby agree as follows:

GENERAL TERMS

1.1. USE OF LEASED PREMESIS. Tenant agrees to use the Premises for a Community House. Tenant shall not change the nature of such use without Landlord's written consent.

1.1.1. The Premises shall be used, when manned, as a police office or Community House, with limited services, intended to serve the immediate neighborhood. The Premises shall be equipped so officers can complete reports, meet with the public, or conduct other business in a small office setting. The Premises will not have regular hours as it will only be open when an officer has work to complete, has an appointment, or has decided to open the Premises to encourage community relationships. Further, the Premises may be used for community events such as officer "meet and greets" or "open houses."

1.1.1.1 At a minimum, there will be four community events hosted by the Tenant in Coordination with the West Bloomington Housing Collaborative.

1.1.1.2 The West Bloomington Housing Collaborative will be able to host one community event per month on the premises. The West

Bloomington Housing Collaborative will provide advanced notice to the Tenant of the event and will have access to the premises prior to the event to set up for the event. The West Bloomington Housing Collaborative will have the sole responsibility for the premises during the community events and will leave the premises in the same condition as it was prior to the event.

1.1.1.3 The Tenant shall report to the Landlord on a quarterly basis the frequency in which the Tenant is utilizing the premises.

1.1.2. In no event shall Tenant be entitled to use the Premises as an armory or other location used for the storage of firearms of any kind.

1.1.3. In no event shall Tenant be entitled to use the Premises in any way which increases the probability or the occurrence of fire of which increases Landlord's expense of obtaining fire insurance as described in paragraph 15.1 of this Lease.

1.1.4. Tenant will not make any unlawful, improper or offensive use of the Premises; Tenant will not permit any objectionable noise or odor to escape or to be emitted from the Premises or do anything or permit anything to be done upon or about the Premises in any way tending to create a nuisance; Tenant will not sell or permit to be sold any product, substance or service upon or about the Premises, excepting such as Tenant may be licensed by law to sell and as may be herein expressly permitted.

1.1.5. Tenant shall comply at tenant's own expenses with all laws and regulations of any municipal, county, state, federal or public authority respecting the use of the Premises.

2.1. TERM OF LEASE. The term of this lease commences upon execution of this agreement and terminates in one year, unless renewed as provided in paragraph 16.1.

3.1. RENT. Rent for the term of this lease shall be payable in advance on the first day of each month during the term of the Lease in installments of \$1.00. All such rent shall be paid without prior demand or notice and without any deduction or offset whatsoever.

4.1. MAINTENANCE. Landlord shall maintain the Premises in good condition, except for any damage to the Premises caused by Tenant.

4.1.1. Landlord shall provide lawn care and snow removal.

4.1.2. Notwithstanding the foregoing, Tenant shall (a) clean the Premises, (b) maintain the Personal Property, including all furnishings, in good working order and condition, ordinary wear and tear expected, and (c) notify Landlord of any portion or component of the Premises requiring maintenance or repair within a reasonable period of time after Tenant becomes aware of the need for such maintenance or repair.

4.1.3. Tenant agrees to take good care of the furniture, carpets, draperies, appliances and other household goods, and the personal effects of Landlord, and further agrees to deliver up same to Landlord in good condition at the end of the term of this Lease, normal wear and tear expected. Tenant shall repair or replace, at Tenant's expense, all loss or damage to any of the listed furniture, carpets, draperies, appliances and other household goods, and personal effects of Landlord, whenever such damage or loss shall have resulted from Tenant's misuse, waste or neglect of said furnishings and personal effects of Landlord.

5.1. ALTERATIONS/ADA COMPLIANCE. Except as provided within this Section 5.1, Tenant shall not make any alterations to the Premises without Landlord's prior written consent, which consent may be withheld in Landlord's sole, subjective and absolute discretion. Tenant shall not remove, alter, or change any furnishing included except as provided herein. Landlord agrees that Tenant may, at its sole cost and expense, make alterations to the Premises to ensure the property is in compliance with, as may be required, the Americans with Disabilities Act or other law. These changes may specifically entail making alterations to the bathroom to ensure wheelchair accessibility, constructing a small ramp at the rear door and making modifications to the kitchen sink. Tenant shall further be responsible, at Landlord's direction, for the cost of putting any altered property on the Premises back to its existing condition prior to alteration. The Tenant agrees to have any such alterations constructed in compliance with state and federal law, including any applicable OMB Circulars.

6.1. SIGNAGE. The Premises shall have signage installed to identifying the Premises as a community house of the City of Bloomington Police Department.

6.1.1. Landlord shall install, at Landlord's own expense, standard signage on the Premises identifying the Premises as a community house of the City of Bloomington Police Department and reasonable signage related to officer availability, desk hours, or such other related signage that is necessary.

6.1.2. Tenant shall be permitted to install other reasonable signage on the interior and exterior of the Premises with Landlord's prior written consent, which consent may be withheld in Landlord's sole, subjective and absolute discretion.

7.1. UTILITIES. Landlord shall pay all utilities, including water, gas, heat, light, power, sewer, electricity, telephone or other service metered, chargeable or provided on the Premises.

8.1. PROPERTY TAXES. Landlord shall pay the property taxes associated with the premises.

9.1. SECURITY MEASURES. Landlord shall provide security systems, including: (1) two wide angled cameras inside of the property; (2) Two security cameras outside of the property, one in the front of the property and one in the back of the property; (3) a wall-mounted security system that would alert to glass breakage and/or motion sensors with automatically rearming capabilities and direct notification to 911 dispatcher. Tenant acknowledges that Landlord shall have no obligation whatsoever to provide additional guard service, additional security systems or other security measures or access control to and from the Premises for the benefit of Tenant or the Premises. Tenant shall be permitted to install additional security systems and other security measures or access control to and from the Premises for the benefit of Tenant.

10.1. LANDLORD'S RIGHT OF INSPECTION. Landlord, or any agent or representatives of landlord, shall have the right to, with reasonable notice, enter upon and inspect the Premises accompanied by a Bloomington Police Department officer or agent.

DEFAULT AND TERMINATION

11.1. DEFAULT. The occurrence of any one or more of the following events shall constitute a default hereunder by Tenant (a "Default"):

- (i) The failure by Tenant to make any rent payment required to be made by Tenant under this lease, as and when due, where such failure shall continue for a period of five (5) days after written notice thereof from Landlord to Tenant.
- (ii) Except where a specific time period is otherwise set forth for Tenant's performance in this lease, the failure by Tenant to observe or perform any of the express or implied covenants or provisions of this Lease to be observed or performed by Tenant, where failure shall continue for a period of ten (10) days after written notice thereof from Landlord to Tenant.

12.1. TERMINATION. Upon the termination of this Lease, Tenant shall deliver up the Premises to landlord peaceably and quietly in as good condition and repair as the Premises were in or may hereafter be placed in, reasonable wear and use expected. Provided Tenant is not then in default and has not breached this Lease, it is agreed that upon termination of this Lease, Tenant shall be entitled to remove any fixtures or items of personal property placed on the property, and owned by Tenant provided, however, that Tenant shall have the duty to repair any damaged caused by such removal and provided that such removal shall be performed prior to termination of this Lease unless Landlord shall have otherwise given to Tenant notice of Landlord having consented to a later removal.

13.1. LANDLORD DEFAULT/LIMITATION OF LIABILITY AND TIME.

13.1.1. Landlord agrees to hold harmless the City of Bloomington Police Department, its officers, agents and employees from any and all liability, including claims, demands, losses, costs, damages, and expenses of every kind and description (including death), or damages to persons or property arising out of or in connection with or occurring during the course of this lease where such liability is founded upon or grows out of the acts or omissions of any of Landlord's officers or its agents.

13.1.2 The City of Bloomington Police Department agrees to hold harmless Landlord, its officers and agents from any and all liability, including claims, demands, losses, costs, damages, and expenses of every kind and description (including death), or damages to persons or property arising out of or in connection with or occurring during the course of this lease Contract where such liability is founded upon or grows out of the acts or omissions of any of the City of Bloomington Police Department's officers, agents, or employees.

LIABILITY INSURANCE

14.1. LIABILITY INSURANCE. The Tenant is self-insured and this lease does not require Tenant to procure or maintain insurance of any kind for payment of damages to Landlord or to any other party. Notwithstanding any other provision of this Lease, the provisions of 745 ILCS 10/Art. II Pt.3 and any other successor statutes governing Tenant's liability for injuries to persons or property.

15.1. FIRE AN EXTENDED COVERAGE. Each of the parties agrees to maintain full fire insurance with extended coverage on the properties owned by the respective parties. Specifically, Tenant agrees to maintain coverage to the full insurable value of its inventories, supplies, fixtures and personal property which may at any time be located on the Premises. Landlord agrees to maintain fire insurance with extended coverage on the property. Tenant shall have no interest in said policy or the proceeds therefrom nor any right to make claim thereon except as expressly provided therein.

ADDITIONAL TERMS

16.1. OPTION TO RENEW. If Tenant is not and has never been in default in any term of this Lease, Tenant and Landlord may agree to renew this lease for an additional period of time to be determined. Any renewal option is subject to possible rent increases. Any said agreements shall be in writing and executed within 60 days of the end of the lease term.

17.1 OPTION TO TERMINATE. If Tenant is not in default in any term of this Lease, Tenant and Landlord may agree to terminate this Lease at any point before the end of the term provided that (1) Tenant finds a Bloomington Police Department officer who will agree in writing, prior to such proposed termination of this Lease, to sign a lease renting the Property or

(2) Landlord finds a buyer for the Premises. Upon the termination of this Lease, Tenant shall deliver up the Premises to landlord peaceably and quietly in as good condition and repair as the Premises were in or may hereafter be placed in, reasonable wear and use expected as outlined in paragraph 12.1 above.

18.1. ENTIRE AGREEMENT. This Lease contains the entire agreement between Landlord and Tenant concerning the subject matter contained herein. There are no representations, agreements, arrangements or understandings, oral or written, between or among the parties hereto relating to the subject matter of this Lease which are not fully expressed herein.

19.1. GOVERNING LAW. This Lease shall be construed in accordance with, and governed by, the laws of the States of Illinois.

20.1. AMENDMENTS. The provisions of this lease may be altered, amended or repealed, in whole or in part, only on the written consent of all parties to this Lease.

21.1. WAIVER. Any waiver of Landlord in enforcing any of the terms and conditions hereof shall not constitute a waiver of Landlord's right to insist upon strict compliance with such terms and conditions in the future.

"LANDLORD"

MID CENTRAL COMMUNITY ACTION, INC.

By: _____

"TENANT"

CITY OF BLOOMINGTON

By: _____

Tari Renner, Mayor

ATTEST

By: _____

Cherry L. Lawson, City Clerk

2016-2017 FURNISHINGS LIST For the lease at
828 W. Jefferson St.
Bloomington, IL 61701

The furniture listed below is provided as part of the lease for the apartment named above.

- 1 oval table
- 1 entertainment stand
- 4 chairs that go with oval table
- 1 end table
- 1 armchair
- 1 fake tree
- 1 small area rug
- 1 tv stand
- 1 imitation tree
- 2 books
- 3 candles

The following appliances are provided as part of the lease for the apartment named above.

- 1 stackable washer and dryer combo
- 1 refrigerator
- 1 water heater
- 1 electric stove/oven/exhaust fan
- 1 air conditioner
- 1 furnace and outside condenser

I have read and agree to this FURNISHINGS LIST.

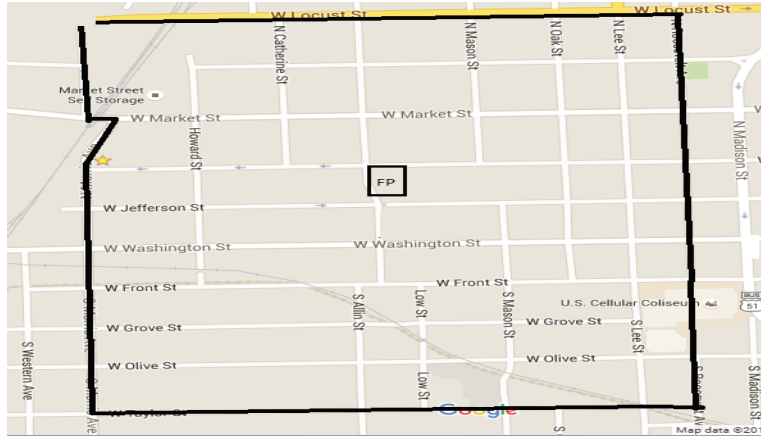
Tenant Signature: _____ Date: _____
Tari, Renner, Mayor, City of Bloomington

Landlord Signature: _____ Date: _____

SUMMARY OF THE PROPOSED JEFFERSON STREET COMMUNITY HOUSE

Background

In 2012 the Illinois Attorney General's Office awards a \$1.5 million grant for revitalization efforts that positively affect **neighborhood safety and vitality** to the West Bloomington Housing Collaborative. The WBHC is made up of non-profits, residents, and community stakeholders that play a role in community building in the area of west Bloomington surrounding Friendship Park at 719 W Jefferson St.



The above map shows the boundaries of the WBHC Target Area.

The West Bloomington Housing Collaborative is a partnership between Mid Central Community Action, acting as Lead Agency, the West Bloomington Revitalization Project and Habitat for Humanity of McLean County as funded partners. The City of Bloomington, IWU Action Research Center, State Farm Bank, U of I College of Law Community Preservation Clinic and Remax Rising Realtors are also partners in the WBHC. The primary focus of the WBHC is three-fold: acquire land and build new homes to increase low-income homeownership; renovate facades and exteriors of owner occupied residences to spur on neighborhood reinvestment and resident safety; and purchase and rehab existing properties to increase affordable home options and promote home ownership.

History of Resident Engagement Surrounding Safety

Mid Central Community Action and the WBHC has been engaging residents in the target area about safety since 2013. This includes the following activities and milestones:

July 2013 - At the WBHC Launch Event at Friendship Park, area residents speak openly about neighborhood safety concerns and share that the best way to create a safe environment is to build a police substation.

2013 - MCCA conducts a Community Impact Measurement going door to door in the area gathering resident input. 50% of those asked said they were concerned with safety during the day and 84% said they did not feel fully safe walking at night.

2014 - A resident led Report Back & Visioning Summit was held. Six key areas were the focus. Safety was one those areas. In the Safety sub-group report, it was found that this continued to be an issue and that police presence had a positive impact on that safety.

2015 – Resident leaders of the WBHC Partnership Council and MCCA Board of Directors continue to share feedback that law enforcement interaction in the neighborhoods would help with safety issues

Search for Solutions

As issues of safety and police presence came up as a consistent theme, the WBHC worked to see how we might impact this area of concern. At first we looked at a possible Neighborhood Officer Program. The WBHC approaches the BPD about officer involvement and the BPD works to identify possible candidates to be part of the initiative. Based on officer availability and changes in the national climate of community and police relations, this option was not considered viable at the time (NOTE: This is still an available option if personnel become available to participate).

Still desirous of building stronger community relations on Bloomington's West Side the BPD suggests the establishment of a community engagement center of police substation. The WBHC seeks and receives approval from the Attorney General's office for the project. This project is called the **Jefferson Street Community House**.

Project Scope

The Jefferson Street Community House is meant to be a center of resident engagement between the BPD and the surrounding residents as well as a place where neighbors can build positive relationships amongst each other. It is meant to be a location where neighborhood events and youth engagement activities can be the focus towards neighborhood revitalization. It is NOT meant to be a location where weapons will be stored, suspects will be detained or surveillance operations will occur.

The lease agreement between the BPD and MCCA is for one year. The home is still available for a neighborhood officer program. It is also open for purchase as part of the MCCA/WBHC Home Ownership Promotion Program.

Conclusion

The Jefferson Street Community House is hoped to be a location where individuals, families, and the community can interact positively with one another in order to create a stronger, safer and more vital neighborhood. While police and community relationship building is part of that process it is not the only component. The West Bloomington Housing Collaborative and the BPD will be partnering on regular engagement activities and the WBHC itself will be using the location as a center for resident engagement activities that helps build resident leaders, generates resident led projects in the community and focuses on coordinated efforts of youth orientated non-profits to positively affect young people in the area.

Respectfully submitted by:

Matthew J. Drat
Director for Community Engagement
Mid Central Community Action



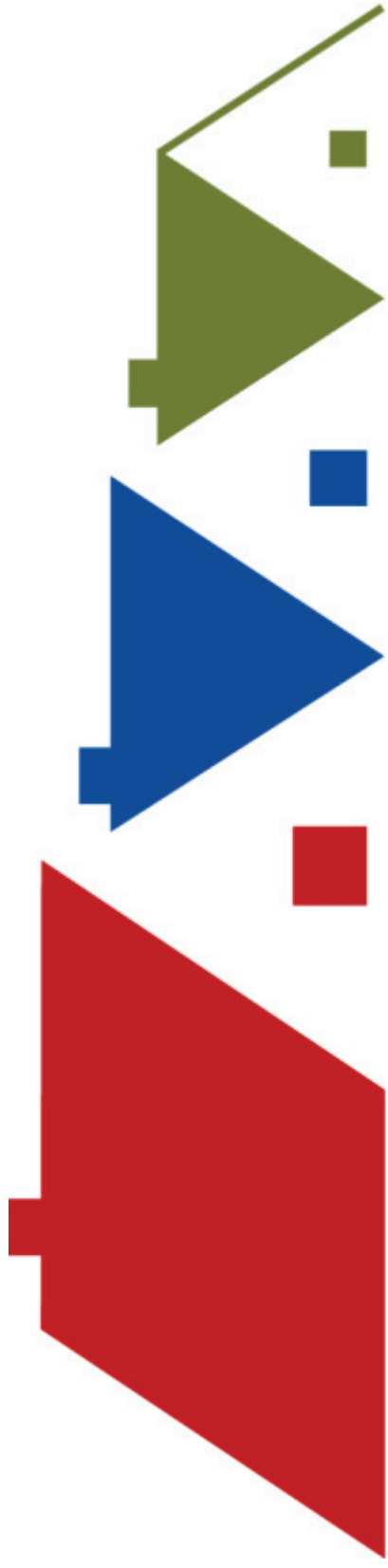
Jefferson Street Community House

Helping to Build Stronger,
Safer Neighborhoods
Together!

Background



In 2012 the Illinois Attorney General's Office awards a \$1.5 million grant for revitalization efforts that positively effect neighborhood safety and vitality to the *West Bloomington Housing Collaborative*



WEST BLOOMINGTON HOUSING COLLABORATIVE

The WBHC is made up of non-profits,
residents, and community stakeholders
that play a role in community building in
the area of west Bloomington
surrounding Friendship Park at 719 W
Jefferson St.

WBHC Target Area



WBHC Partners



How is the WBHC effecting neighborhood vitality?



Habitat
for Humanity®
of McLean County

Acquiring land and building new homes to increase low-income homeownership



ROOTS • PRIDE • VISION
WEST BLOOMINGTON
REVITALIZATION PROJECT

Renovating facades and exteriors of owner occupied residences to spur on neighborhood reinvestment and resident safety



MID CENTRAL COMMUNITY ACTION

Purchasing and rehabbing existing properties to increase healthy and affordable home options and promote home ownership

What
about
safety?

What are residents saying about safety?

July 2013 - At the WBHC Launch Event at Friendship Park, area residents speak openly about neighborhood safety concerns and share that the best way to create a safe environment is to build a police substation.

2013 - MCCA conducts a Community Impact Measurement going door to door in the area gathering resident input. 50% of those asked said they were concerned with safety during the day and 84% said they did not feel fully safe walking at night.

What are residents saying about safety?

2014 - A resident led Report Back & Visioning Summit was held. Six key areas were the focus. Safety was one of those areas. In the Safety sub-group report, it was found that this (safety) continued to be a concern and that police presence had a positive impact on that safety.

2015 – Resident leaders of the governing boards of the WBHC Partnership and Mid Central Community Action continue to share feedback that law enforcement interaction in the neighborhoods would help with safety issues.

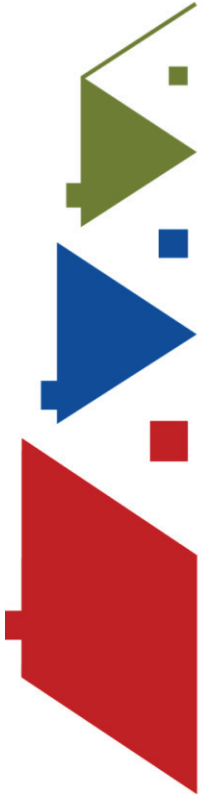
Q: If safety is an issue and police presence can positively effect safety, how do these ideas meet?

Q: How have other communities dealt with these issues and what has been the outcomes?

An Answer Surfaces:

***Create an environment
where relationship
building can occur!***

Neighborhood Officer Program Proposal



WBHC approaches the
BPD about
officer involvement



BPD works to identify
possible candidates to
be part of the initiative

*Given personnel changes at the BPD and
the shift in the national climate related to
community-police relations an
officer is unable to be identified.*

The answer still remains:

***Create an environment
where relationship
building can occur!***



BPD suggests the concept of a community engagement project

WBHC receives approval from the Attorney General's office to utilize one home to advance safety and vitality



A proposal is created that addresses the ***answer:***
***Create an environment where
relationship building can occur!***



Jefferson Street Community House

A Project of:





Jefferson Street Community House

The Jefferson Street Community House is a location where individuals, families, police, and the community can interact positively with one another in order to create stronger, safer and more vibrant neighborhoods.



Jefferson Street Community House

What it is?

- A space for resident engagement, community-police relationship building and neighborhood revitalization
- Neighborhood gathering space for intentional community building

What it is not?

- Armory
- Detention center
- Surveillance operations



Jefferson Street Community House

- Time limited lease
- Still open to neighborhood officer program
- Home is still available for purchase as part of the MCCA/WBHC Home Ownership Promotion program



Jefferson Street Community House

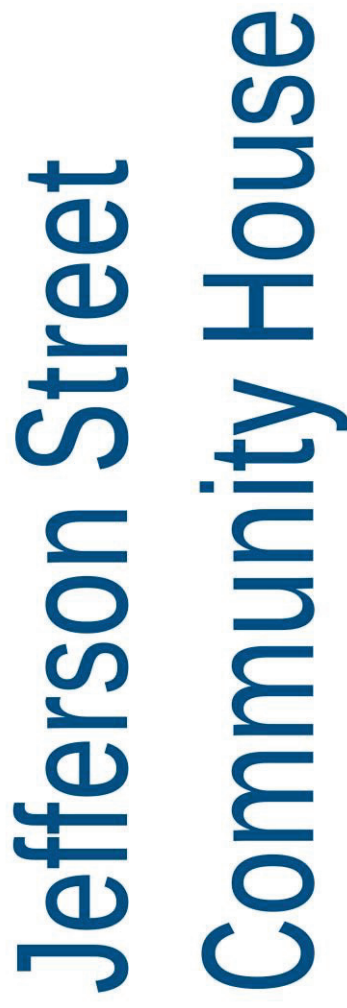
Concerns were raised that people didn't know about the project and didn't have a chance to share their thoughts about it.

To supplement 3 years of resident input, an intentional plan to solicit fresh resident feedback on the proposed project prior to approval and adoption was developed



Jefferson Street Community House

- *Door to door resident conversations and feedback to be collected (via surveys) in the area most effected by the location*
- *Listening sessions with area residents from the closest neighborhoods*
- *Feedback from West Bloomington residents outside the immediate neighborhoods*
- *Online and Spanish language versions of the feedback tools will be available*





Jefferson Street Community House

SURVEY TOOL DESIGN AND IMPLEMENTATION

- 5 questions modeled after NeighborWorks America Community Impact Measurement Research Tool related to safety and the project
- Door to door walk thru and online thru Zone 1
- Online version in Zone 2



Jefferson Street Community House

SURVEY QUESTIONS

- Do you feel safe walking around your neighborhood at night?
- Do you feel that your children are safe playing/walking in your neighborhood?
- Do you feel that crime is an issue in your neighborhood?
- Do you feel that an increased police engagement in your community would make your neighborhood safer?
- Do you want a police engagement center (i.e. substation) located in your neighborhood?



Jefferson Street Community House

Door to Door Survey Results

Total possible households in Zone One: 189
Total households reached: 82

Where households were not directly spoken with, written information with online survey tool web address and invitation to resident listening session was left. Zone 2 surveys were available online and at listening session.



Jefferson Street
Community House

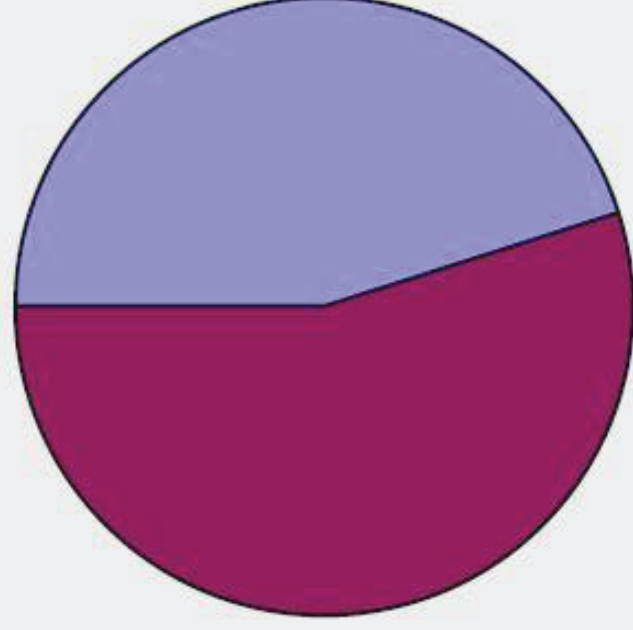
QUESTION BY QUESTION

WALK THROUGH

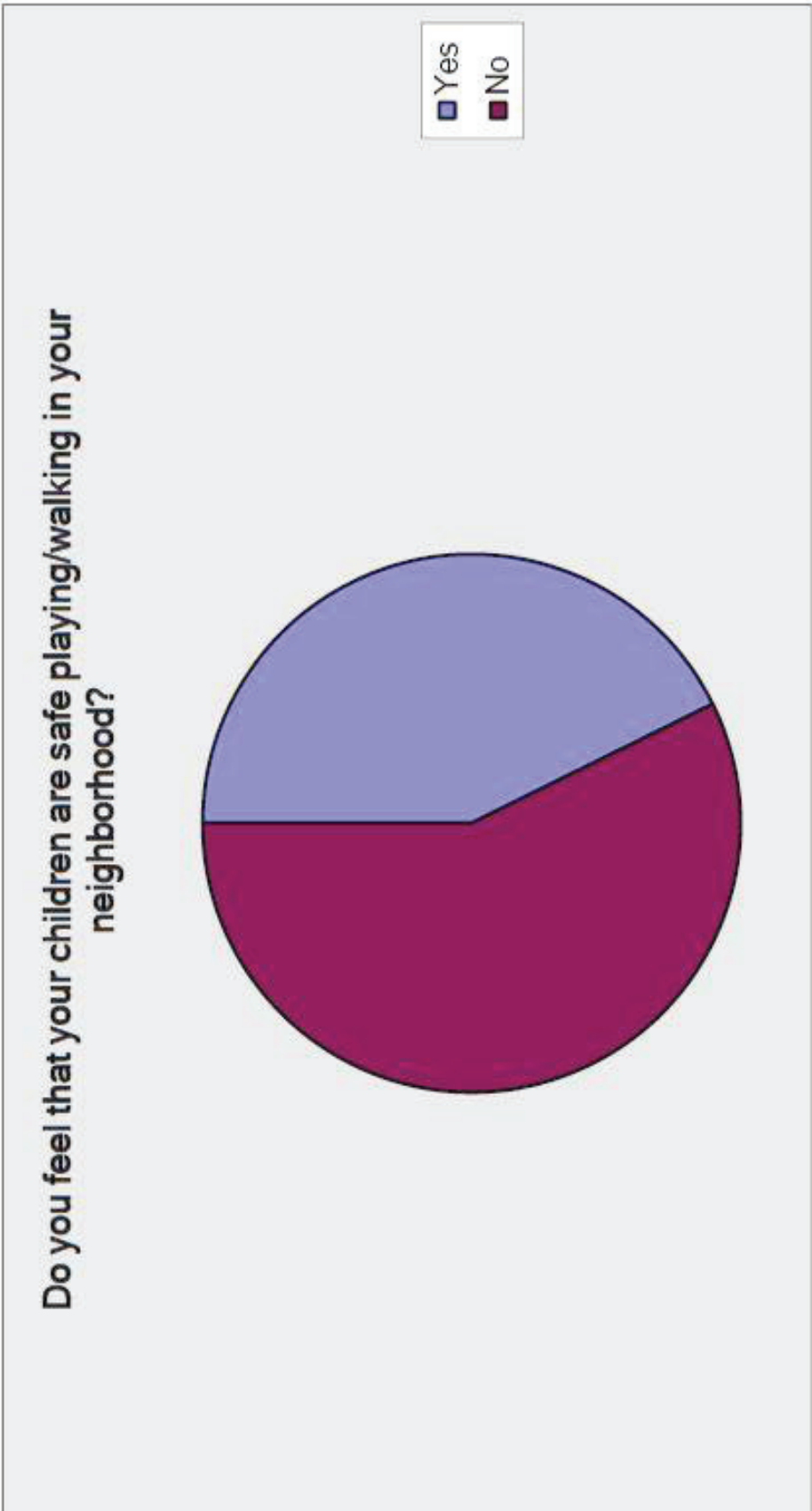
Do you feel safe walking around your neighborhood at night?

Answer Options	Response Percent	Response Count
Yes	45.1%	37
No	54.9%	45
<i>answered question</i>		82
<i>skipped question</i>		0

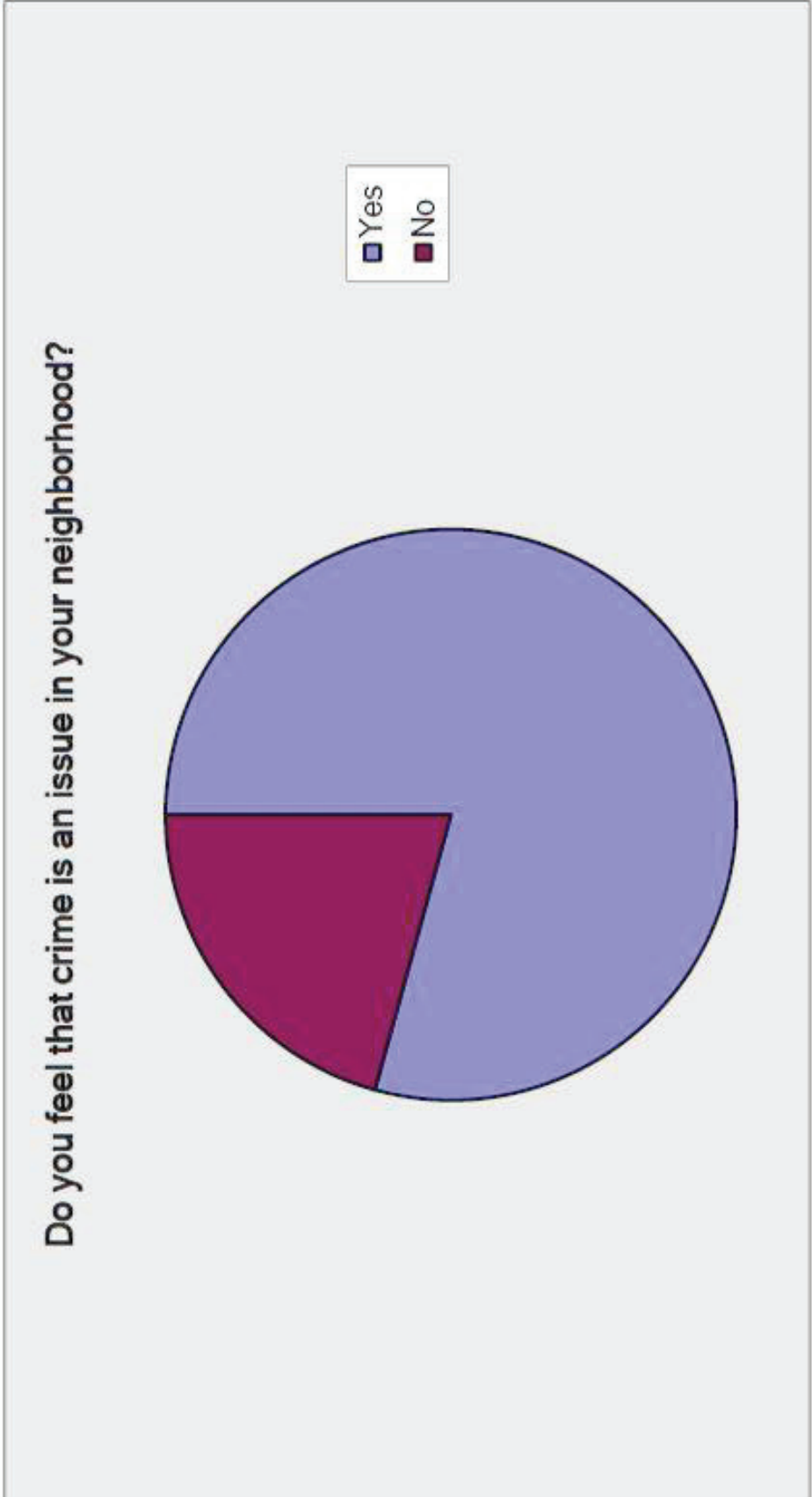
Do you feel safe walking around your neighborhood at night?



Do you feel that your children are safe playing/walking in your neighborhood?		
Answer Options	Response Percent	Response Count
Yes	42.7%	35
No	57.3%	47
answered question		82
skipped question		0



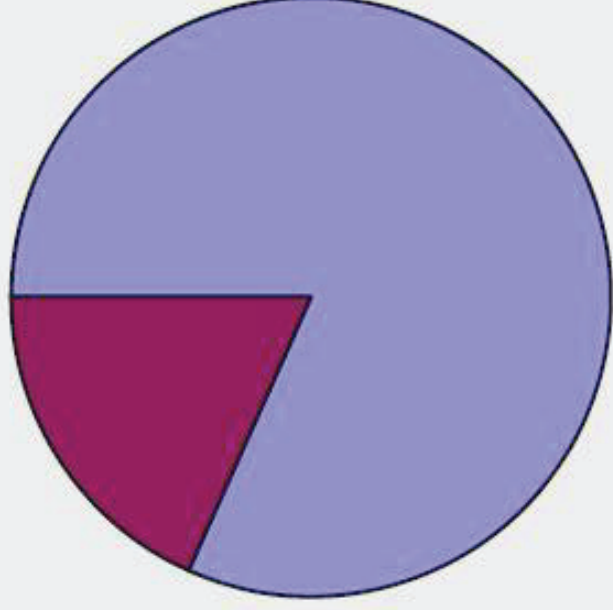
Do you feel that crime is an issue in your neighborhood?		
Answer Options	Response Percent	Response Count
Yes	79.3%	65
No	20.7%	17
<i>answered question</i>		82
<i>skipped question</i>		0



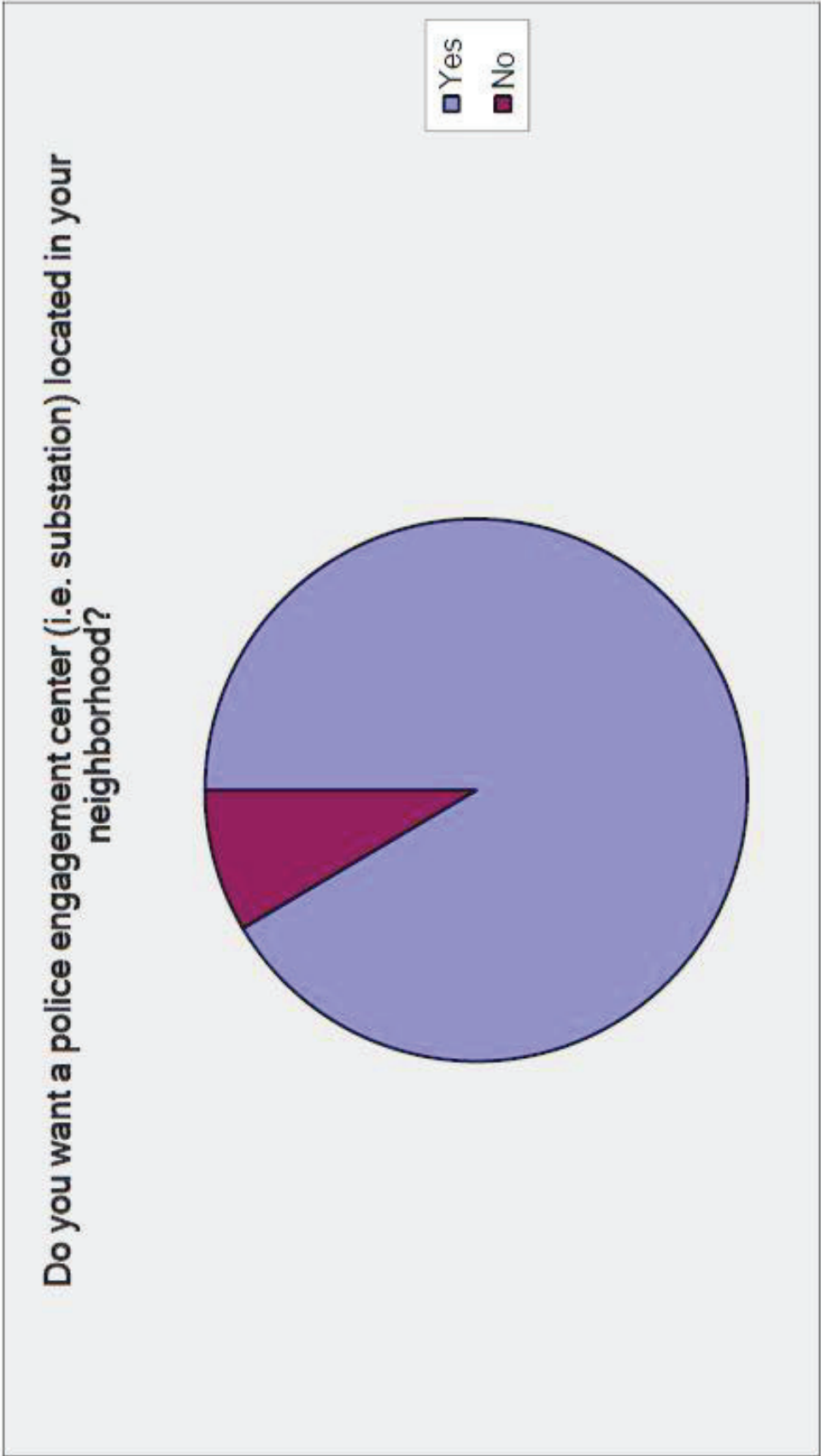
Do you feel that an increased police engagement in your community would make your neighborhood safer?

Answer Options	Response Percent	Response Count
Yes	81.7%	67
No	18.3%	15
<i>answered question</i>		82
<i>skipped question</i>		0

Do you feel that an increased police engagement in your community would make your neighborhood safer?



Do you want a police engagement center (i.e. substation) located in your neighborhood?			
Answer Options		Response Percent	Response Count
Yes		91.5%	75
No		8.5%	7
		<i>answered question</i>	82
		<i>skipped question</i>	0





Zone 2 Survey Results

Total Responses - 24

- Do you feel safe walking around your neighborhood at night?
Yes 83% No 17%
- Do you feel that your children are safe playing/walking in your neighborhood?
Yes 83% No 17%
- Do you feel that crime is an issue in your neighborhood?
Yes 33% No 67%
- Do you feel that an increased police engagement in your community would make your neighborhood safer?
Yes 29% No 71%
- Do you want a police engagement center (i.e. substation) located in your neighborhood?
Yes 25% No 75%



Full Survey Results of Both Zones

Total Responses - 106

- Do you feel safe walking around your neighborhood at night?
Yes 53% No 47%
- Do you feel that your children are safe playing/walking in your neighborhood?
Yes 51% No 49%
- Do you feel that crime is an issue in your neighborhood?
Yes 69% No 31%
- Do you feel that an increased police engagement in your community would make your neighborhood safer?
Yes 69% No 31%
- Do you want a police engagement center (i.e. substation) located in your neighborhood?
Yes 76% No 24%



Jefferson Street Community House

Zone 1 Listening Session

Thursday, January 12th Mt. Pisgah Church

Approximately 40 people attended of those 11 were from Zone 1 (4 attendees did not indicate address)

Feedback was varied but most were in favor of the shared community house concept. There was a split between those in favor of police involvement and those opposed.



Jefferson Street Community House

Zone 2 Listening Session

Thursday, January 19th Wayman AME Church

Approximately 35 people attended of those 10 indicated that they lived on Bloomington's West Side

Feedback was varied. Most all were in favor of the community house concept but many were concerned about police involvement in the project and overall community-police relations.



Jefferson Street Community House

Email established to continue
to get feedback
jeffhouse@mccainc.org



Jefferson Street Community House

The answer is still the same:

***Create an environment
where relationship building
can occur!***



Jefferson Street Community House

Thank you for considering
this proposal to make our
community a better place!







ICE CREAM

P
BLD 0018

51

51



PROJECT WITH A COP @ FRIENDSHIP PARK

Special thanks to Lowe's, YOM6, WBRP, & The Tool Library for making the event possible.



From: Nora Dukowitz/Cityblm
To: Cherry Lawson/Cityblm@Cityblm
Cc: Craig McBeath/Cityblm@Cityblm

Date: Thursday, January 19, 2017 08:42AM
Subject: Fw: Feedback for City of Bloomington, Illinois

Hi Cherry,

Not sure if you want to handle this like emails intended for the City Council?

Thanks!

Nora

Nora Dukowitz
Communication Manager
City of Bloomington
ndukowitz@cityblm.org
309-434-2241

[Facebook](#) • [Twitter](#) • [Google+](#) • [YouTube](#)

-----Forwarded by Nora Dukowitz/Cityblm on 01/19/2017 08:41AM -----

To: "City of Bloomington, Illinois" <feedback@cityblm.org>
From: "City of Bloomington, Illinois" <webmaster@cityblm.org>
Date: 01/18/2017 06:13PM
Subject: Feedback for City of Bloomington, Illinois

You have received this feedback from Rhett Felix <rfelix1@gmail.com> for the following page:

<http://www.cityblm.org/government/city-council/aldermen-info/scott-black>

I would like you to vote against adding a police substation on the west side.

Websense: Click [here](#) to report this email as spam.