



**CITY OF  
BLOOMINGTON  
COUNCIL MEETING  
OCTOBER 25, 2021**



**COMPONENTS OF THE COUNCIL AGENDA**

RECOGNITION AND PROCLAMATION

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

PUBLIC COMMENT

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

CONSENT AGENDA

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

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

PUBLIC HEARING

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

REGULAR AGENDA

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

**MAYOR AND COUNCIL MEMBERS**

Mayor - Mboka Mwilambwe

**City Council Members**

- Ward 1 - Jamie Mathy
- Ward 2 - Donna Boelen
- Ward 3 - Sheila Montney
- Ward 4 - Julie Emig
- Ward 5 - Nick Becker
- Ward 6 - Vacant
- Ward 7 - Mollie Ward
- Ward 8 - Jeff Crabill
- Ward 9 - Tom Crumpler

City Manager - Tim Gleason  
Deputy City Manager - Billy Tyus

**CITY LOGO DESIGN RATIONALE**

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

**MISSION, VISION, AND  
VALUE STATEMENT**

**MISSION**

To Lead, Serve and Uplift the  
City of Bloomington

**VISION**

A Jewel of the Midwest Cities

**VALUES**

Service-Centered,  
Results-Driven,  
Inclusive

**STRATEGIC PLAN GOALS**

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



# AGENDA



REGULAR SESSION CITY COUNCIL MEETING AGENDA  
GOVERNMENT CENTER CHAMBERS, 4TH FLOOR, ROOM #400  
115 E. WASHINGTON STREET, BLOOMINGTON, IL 61701  
MONDAY, OCTOBER 25, 2021, 6:00 P.M.

1. Call to Order
2. Pledge of Allegiance to the Flag
3. Remain Standing for a Moment of Silent Prayer
4. Roll Call
5. Recognition/Appointments
  - A. Presentation of the City of Bloomington Police Department Police Officer's Commission Certificate to Officers McCall and Followell, upon their completion of an eighteen-month probation, as requested by the Police Department. *(Recommended Motion: None; recognition only.)*
6. Public Comment

*Individuals wishing to provide emailed public comment must email comments to [publiccomment@cityblm.org](mailto:publiccomment@cityblm.org) at least 15 minutes before the start of the meeting. Individuals wishing to speak in-person or remotely may register at [cityblm.org/register](http://cityblm.org/register) at least 5 minutes before the start of the meeting for in-person public comment and at least 15 minutes before the start of the meeting for remote public comment.*
7. Ward 6 Appointment
  - A. Consideration and action to approve the Appointment of De Urban to serve as the Council Member for Ward 6, as requested by Mayor Mboka Mwilambwe. *(Recommended Motion: The proposed Appointment be approved.)*
  - B. Oath of Office - Ward 6 Appointee
8. Consent Agenda
  - A. Consideration and action to approve the Minutes of the August 16, 2021 Committee of the Whole Meeting, as requested by the City Clerk Department. *(Recommended Motion: The proposed Minutes be approved.)*
  - B. Consideration and action to approve the Minutes of the September 27, 2021, Regular City Council Meeting, as requested by the City Clerk Department. *(Recommended Motion: The proposed Minutes be approved.)*
  - C. Consideration and action to approve Bills and Payroll in the amount of \$7,388,683.55, as requested by the Finance Department. *(Recommended Motion: The proposed Bills and Payroll be approved.)*
  - D. Consideration and action to approve the Purchase of ammunition for police duty weapons in the amount of \$59,969, utilizing the IL State Joint Contract

- (20-426DOC-CENTO-P-12144, exp. 6/30/22), as requested by the Police Department. *(Recommended Motion: The proposed Purchase be approved.)*
- E. Consideration and action to approve an Agreement with Corrective Asphalt Materials, LLC, as a limited source for the FY22 Pavement Preservation Program, in the amount of \$258,717.40, as requested by the Public Works Department. *(Recommended Motion: The proposed Agreement be approved.)*
  - F. Consideration and action to grant Workers' Compensation Settlement Authority in the amount of \$108,713 to City of Bloomington Police Officer Michael Luedtke, claim #W002773013, as requested by the Human Resources Department. *(Recommended Motion: The proposed Workers' Compensation Settlement be approved.)*
  - G. Consideration and action to approve a Contract Extension with Evergreen FS for fuel from November 1, 2021, through October 31, 2022, for the City's vehicles and equipment, as requested by the Public Works Department. *(Recommended Motion: The proposed Contract Extension be approved.)*
  - H. Consideration and action to approve a Professional Services Contract with Hutchison Engineering, LLC., in the amount not to exceed \$95,555, for preliminary engineering services for the extension of the Constitution Trail from Lafayette Street to Hamilton Road utilizing RFQ #2019-34, as requested by the Public Works Department. *(Recommended Motion: The proposed Contract be approved.)*
  - I. Consideration and action to approve a Contract with RJN Group, for the Miller Park Flow Monitoring Program, in the amount of \$112,800, as requested by the Public Works Department. *(Recommended Motion: The proposed Contract be approved.)*
  - J. Consideration and action on a Resolution Authorizing Waiving the Technical Bidding Requirements and Approving the Purchase of Syngenta, BASF, Bayer and Nufarm Chemicals and Fertilizers from Marubeni America Corporation DBA Helena Agri Enterprises LLC, as requested by the Parks, Recreation and Cultural Arts Department. *(Recommended Motion: The proposed Resolution and Purchase be approved.)*
  - K. Consideration and action on an Ordinance Approving a Site Plan and Special Use Permit for Vehicle Repair and Service in the B-1 (General Commercial) District, for Property Located at 1106 S. Veterans Parkway (Rear), as requested by the Economic & Community Development Department. *(Recommended Motion: The proposed Ordinance be approved.)*
  - L. Consideration and action on an Ordinance Approving a Text Amendment to the Bloomington City Code, Chapter 44, Relating to Auto Repair and Service, as requested by the Economic & Community Development Department. *(Recommended Motion: The proposed Ordinance be approved.)*
  - M. Consideration and action on an Ordinance Authorizing a Construction Contract Between the City of Bloomington and Hoerr Construction, Inc., for the FY2022 Sewer Rehabilitation Program (BID 2022-11), in the Amount of \$1,643,876.40, as requested by the Public Works Department. *(Recommended Motion: The proposed Ordinance be approved.)*

## 9. Regular Agenda

- A. Administrative Review of a Zoning Board of Appeals Decision to Deny a Petition for a Variance to Allow a 2 1/2 Foot Reduction in the Required Rear Yard Setback for the Property Located at 3202 Cave Creek Road, Case Z-18-21, as Filed and Requested by the Petitioner and action on an Ordinance either approving or denying the variance, as requested by the Economic & Community Development Department. *(Recommended Motion: That either: (1) The decision of the Zoning Board of Appeals passed on August 18, 2021, be upheld and an Ordinance Denying a Petition for a Variance from Chapter 44, Division 4-3, Request for 2½ Foot Reduction in the Required Rear Yard for the Property Located at 3202 Cave Creek Road, be approved; or alternatively, (2) The decision of the Zoning Board of Appeals passed on August 18, 2021, be reversed and an Ordinance Approving a Petition for a Variance from Chapter 44, Division 4-3, Request for 2½ Foot Reduction in the Required Rear Yard for the Property Located at 3202 Cave Creek Road, be approved.)* (Presentation by Kimberly Smith, Assistant Economic & Community Development Director, 3 minutes; and City Council discussion, 5 minutes.)
- B. Consideration and action on an Ordinance Amending the City Policy on Street & Alley Vacations, as requested by the Legal Department and the Public Works Department. *(Recommended Motion: The proposed Ordinance be approved.)* (Presentation by Jeffrey Jurgens, Corporation Counsel, 5 minutes; and City Council discussion, 10 minutes.)
- C. Consideration and action on an Ordinance Approving the Vacation of an Alley Between Lot 8 of McDowell Subdivision and Lot 4 of J B Stevensons Subdivision, which will Vacate an Alley between 508 and 514 E. Jackson Street, as requested by the Public Works Department. *(Recommended Motion: The proposed Ordinance be approved.)* (Presentation by Kevin Kothe, Director of Public Works, 3 minutes; and City Council discussion, 3 minutes.)
- D. Consideration and action on an Ordinance Amending Chapter 7 of the City Code Regarding Video Gaming Licensure Requirements Within the City, as requested by the Legal Department and the City Clerk Department. *(Recommended Motion: The proposed Ordinance be approved.)* (Presentation by Jeffrey Jurgens, Corporation Counsel, 5 minutes; and City Council discussion, 10 minutes.)
- E. Consideration and action on 1) an Ordinance Amending the Budget Ordinance for the Fiscal Year Ending April 30, 2022, to Increase the Water Fund Budget by \$378,000; Sanitary Sewer Fund Budget by \$186,000; Storm Water Fund Budget by \$186,000, and 2) approval of a Professional Services Agreement with Clark Dietz, Inc., in the amount not to exceed \$750,000, for professional engineering services related to Locust Colton CSO Elimination and Water Main Replacement, Phase 5, as requested by the Public Works Department. *(Recommended Motion: The proposed Ordinance and Agreement be approved.)* (Presentation by Tim Gleason, City Manager; Billy Tyus, Deputy City Manager; Kevin Kothe, Director of Public Works, 5 minutes; and City Council discussion, 10 minutes.)

- F. Consideration and action on 1) an Ordinance Amending the Budget Ordinance for the Fiscal Year Ending April 30, 2022, to Increase the Sanitary Sewer Fund Budget by \$580,117 and the Storm Water Fund Budget by \$580,118, and 2) approval of a Contract with Baxter and Woodman, Inc., for professional engineering services for the hydraulic modeling and design of the East Street Basin and associated sewer system, in the amount not to exceed \$1,160,235, as requested by the Public Works Department. *(Recommended Motion: The proposed Ordinance and Contract be approved.) (Presentation by Tim Gleason, City Manager; Billy Tyus, Deputy City Manager; Kevin Kothe, Director of Public Works, 5 minutes; and City Council discussion, 10 minutes.)*

**10. Finance Director's Report**

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

**11. City Manager's Discussion**

**12. Mayor's Discussion**

**13. Council Member's Discussion**

**14. Executive Session - Cite Section**

**15. Adjournment**

# RECOGNITIONS



**RECOGNITION/APPOINTMENTS ITEM NO. 5.A**

**FOR COUNCIL:** October 25, 2021

**SPONSOR:** Police Department

**WARD IMPACTED:** City-Wide Impact

**SUBJECT:** Presentation of the City of Bloomington Police Department Police Officer's Commission Certificate to Officers McCall and Followell, upon their completion of an eighteen-month probation, as requested by the Police Department.

**RECOMMENDED MOTION:**  
None; recognition only.

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

**STRATEGIC PLAN SIGNIFICANCE:**  
-Objective 5a. Well-planned City with necessary services and infrastructure

**BACKGROUND:** Recognizing the completion of the eighteen-month probationary period for Police Officers Bryan McCall and Cody Followell. They will be officially sworn in by the City Clerk.

**COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED:** N/A

**FINANCIAL IMPACT:** N/A

**COMMUNITY DEVELOPMENT IMPACT:** N/A

Respectfully submitted for Council consideration.

Prepared by: Tara Henry, Legislative Assistant & Records Manager

Reviewed by:

**Chad Wamsley**

Chad Wamsley, Interim Police Chief

10/19/2021

Tara Henry, Legislative Assistant & Records Manager

10/20/2021

**Attachments:**

- POL 1B McCall Commission Certificate
- POL 1C Followell Commission Certificate



City of Bloomington



Police Department

## Police Officer's Commission

By authority of the City Manager  
of the City of Bloomington,  
in the County of McLean, and State of Illinois,  
We do hereby certify that

**Bryan D. McCall**

Having been duly sworn  
was appointed and commissioned a

## Police Officer

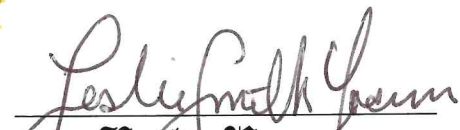
On  
the thirteenth of April, two thousand and twenty.  
As Evidence thereof, we set our hand and seal

  
Mboka Mwilambwe  
Mayor

  
Tim Gleason  
City Manager



  
Jamal Simington  
Chief

  
Leslie Vocum  
City Clerk



City of Bloomington



Police Department

## Police Officer's Commission

By authority of the City Manager  
of the City of Bloomington,  
in the County of McLean, and State of Illinois,  
We do hereby certify that

**Cody M. Followell**

Having been duly sworn  
was appointed and commissioned a

## Police Officer


On  
the thirteenth of April, two thousand and twenty.  
As Evidence thereof, we set our hand and seal

  
Mboka Mwilambwe  
Mayor

  
Tim Gleason  
City Manager



  
Jamal Simington  
Chief

  
Leslie Vorum  
City Clerk



## ORDER OF BUSINESS ITEM NO. 7.A

**FOR COUNCIL:** October 25, 2021

**SPONSOR:** Administration Department

**WARD IMPACTED:** City-Wide Impact

**SUBJECT:** Consideration and action to approve the Appointment of De Urban to serve as the Council Member for Ward 6, as requested by the Administration Department.

**RECOMMENDED MOTION:** The proposed Appointment be approved.

**STRATEGIC PLAN LINK:**

-Goal 5. Great Place - Livable, Sustainable City

**STRATEGIC PLAN SIGNIFICANCE:**

-Objective 5b. City decisions consistent with plans and policies

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

De Urban to the Bloomington City Council. De would be appointed to fill the Ward 6 vacancy on the City Council. Her term would be effective immediately, expiring on 4-30-23. De's resume is on file in the Administration Office.

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

**FINANCIAL IMPACT:** N/A

**COMMUNITY DEVELOPMENT IMPACT:** N/A

Respectfully submitted for Council consideration.

Prepared by: Amy Overton, Executive Assistant

# CONSENT AGENDA



## CONSENT AGENDA ITEM NO. 8.A

**FOR COUNCIL:** October 25, 2021

**SPONSOR:** City Clerk Department

**WARD IMPACTED:** City-Wide Impact

**SUBJECT:** Consideration and action to approve the Minutes of the August 16, 2021 Committee of the Whole Meeting, as requested by the City Clerk Department.

**RECOMMENDED MOTION:**

The proposed Minutes be approved.

**STRATEGIC PLAN LINK:**

-Goal 1. Financially Sound City Providing Quality Basic Services

**STRATEGIC PLAN SIGNIFICANCE:**

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

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

**COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED:** N/A

**FINANCIAL IMPACT:** N/A

**COMMUNITY DEVELOPMENT IMPACT:** N/A

Respectfully submitted for Council consideration.

Prepared by: Amanda Stutsman, Deputy Clerk

Reviewed by:

A handwritten signature in cursive script that reads "Tara Henry".

Tara Henry, Legislative Assistant

10/22/2021

**Attachments:**

- CLK 1B DRAFT 08-16-2021 COW Minutes - Regular Session



**MINUTES  
COMMITTEE OF THE WHOLE CITY COUNCIL MEETING  
MONDAY, AUGUST 16, 2021, 6:00 P.M.**

The City Council convened in regular session, in-person in the Government Center Chambers at 6:00 p.m., Monday, August 16, 2021. The meeting was called to order by Mayor Mboka Mwilambwe.

**Roll Call**

<b>Attendee Name</b>	<b>Title</b>	<b>Status</b>	<b>Arrived</b>
Mboka Mwilambwe	Mayor	Present	
Jamie Mathy	Council Member, Ward 1	Present	
Donna Boelen	Council Member, Ward 2	Present	
Sheila Montney	Council Member, Ward 3	Present	
Julie Emig	Council Member, Ward 4	Present	
Nick Becker	Council Member, Ward 5	Present	
Jennifer Jazmin Carrillo	Council Member, Ward 6	Remote	6:02 PM
Mollie Ward	Council Member, Ward 7	Present	
Jeff Crabill	Council Member, Ward 8	Present	
Tom Crumpler	Council Member, Ward 9	Present	

**Remote Participation**

Mayor Mwilambwe confirmed with Council Member Carrillo that she wished to attend remotely due to medical reasons.

Council Member Mathy made a motion, seconded by Council Member Ward, to allow Council Member Carrillo to participate remotely due to medical reasons.

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

**AYES:** Mathy, Boelen, Montney, Emig, Becker, Ward, Crabill, Crumpler

**ABSTAIN:** Carrillo

**Motion carried.**

**Public Comment**

Mayor Mwilambwe read a statement of procedure for public comment and then opened the meeting for public comment. Tom Larry and Susan Crawford spoke in-person. No emailed public comment had been received.

**Consent Agenda**

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

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

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

**AYES:** Mathy, Boelen, Montney, Emig, Becker, Carrillo, Ward, Crabill, Crumpler

**Motion carried.**

Item 4.A. Consideration and action to approve the Minutes of the June 21, 2021, Committee of the Whole Meeting, as requested by the City Clerk Department. (Recommended Motion: The proposed Minutes be approved.)

### **Regular Agenda**

*The following item was presented:*

Item 5.A. Presentation and discussion of topics related to City infrastructure and recent storm events, as requested by the Public Works Department and the Administration Department.

City Manager Tim Gleason provided a brief overview of the presentation and stated that staff would discuss next steps.

Billy Tyus, Deputy City Manager, addressed Council and provided additional insight and goals of the presentation.

Kevin Kothe, Public Works Director, addressed Council. He began by recognizing various staff members and emergency responders. He discussed multiple charts documenting rainfall measurements from June 25-26, 2021. The charts showed the intensity of rain in a short amount of time. Mr. Kothe explained that the data helped staff in the creation of hydraulic modeling.

Mr. Tyus stressed the volume of water received in a short timeframe.

Mr. Kothe provided examples of historic news articles discussing various other large flood events locally and how the City had combated those issues by installing 8-inch round stormwater drainpipes. He reminded Council that, while basements and streets had flooded, Bloomington was fortunate to not have suffered any loss of life. Mr. Kothe went on to discuss the inflow and infiltration of cross connections, potential contaminations, as well as subdivisions still affected. He discussed multiple tests that staff could do to test for inflow and infiltrations of cross connection sewer lines, and explained how newly-built subdivisions addressed sewer and storm drain installations. He emphasized the importance of proper water drainage and provided examples of how drainage could get disrupted.

Mr. Tyus highlighted multiple contributing factors to sewer overflow.

Mr. Kothe presented multiple maps and then compared flooding claims submitted to PMA (Pennsylvania Manufacturing Association, the City's third-party administrator for workers' compensation, liability, and property benefits) against different types of sewer lines, noting other affected areas that did not have combined sewer lines. He then discussed Bloomington's water basins and the amount of water they had collected during the massive rainfall. He touched on challenges of re-routing storm water in urban areas and went on to discuss two proposed ponds and a conveyance route from the most recent Sewer and



Stormwater Master Plan. He suggested the two ponds would significantly impact future potential flooding and provided a quick overview of various Capital Projects within the Sewer and Storm Water for the next five years. Mr. Kothe concluded with a discussion on sewer backup prevention and potential future possibilities.

City Manager Gleason and Mr. Kothe discussed the Overhead Sewer Program and contributing factors to the total cost on an average home. They then discussed the Public Works campus as an ideal location for a potential retention basin. City Manager Gleason reported on staff's efforts to acquire additional funding for the mentioned infrastructure projects. Mr. Tyus highlighted potential savings of \$6.9 million and an approximate 2-year expedited completion date if phases of the Locust Colton Combined Sewer Overflow ("CSO") project were consolidated.

Mayor Mwilambwe noted Council's desire to accelerate the Locust Colton CSO.

Council Member Ward and Mr. Kothe discussed how other communities funded separation of combined sewer lines. Council Member Ward was concerned about rain density versus PMA claims. Mr. Kothe explained that flooding correlated to increased flow of water downstream. Council Member Ward and Mr. Kothe discussed Mr. Kothe's thoughts on the Overhead Sewer Program funding installation of sewer check valves.

Council Member Montney commented on budgeted funds for proactive versus reactive sewer repairs. She was in favor of expediting the Locust Colton CSO and supported applying COVID-19 relief funding to sewer infrastructure projects.

Council Member Becker agreed with Council Member Montney's comments. He then asked Mr. Kothe to provide Council with the total dollar amount needed to complete all of the suggested sewer infrastructure projects. After a discussion between City Manager Gleason, Mr. Kothe, and Council Member Becker, it was determined that approximately \$13.6 million would be needed.

Council Member Emig requested a list of infrastructure project priorities that would make the largest impact. Mr. Kothe recommended completion of the Locust Colton CSO project, completion of City-wide hydraulic modeling, and the building of 2 water retention basins. Council Member Emig supported the addition of the retention basins.

Council Member Boelen reminded the community that their monthly utility bill provided funding for various infrastructure. She was also interested in a prioritized infrastructure list.

Council Member Mathy supported potential green space alternatives and then discussed retention basins in detail with Mr. Kothe. Council Member Mathy suggested expanding the City's freshwater systems and suggested additional areas to consider for hydraulic modeling. He then echoed the support of expediting the Locust Colton CSO and installing 2 water retention basins.

Council Member Crabill was concerned that additional CSO projects had not been proposed for the next 5 years. Mr. Kothe explained that while CSO projects would help, there must be a location to collect the runoffs from those sewer lines. They then discussed potential problems that could arise when consecutively managing multiple large projects, including staffing and funding. Council Member Crabill asked for a map that distinguished PMA claims from sewer back up versus rain flooding. They then discussed the opportunity for the City to cover costs of the overhead sewer program for qualified applicants through the

Community Development Block Grant (“CDBG”) program.

Council Member Crumpler and Mr. Kothe discussed process and timelines of the CDBG program. Council Member Crumpler supported the submission of multiple residences on a block to be processed together under the Overhead Sewer and CDBG programs.

Council Member Becker asked for staff to consider ways to expedite review and approval processes.

City Manager Gleason summarized staff’s direction for next steps.

## **Council Initiatives**

*The following item was presented:*

Item 5.B.1. Discussion regarding a Council Initiative submitted by Council Member Ward to create a plan to provide near-term financial assistance to residents whose property was flooded with sewage during the storms of June 25/26, 2021, as requested by the City Council.

Council Member Ward explained that the purpose of the Initiative was to provide immediate aid to residents. She explained that the Initiative would provide staff direction to research and prepare funding sources or opportunities.

Council Members Crabill, Becker, and Ward, along with Corporation Counsel, Jeff Jurgens, discussed procedure.

**Council Member Ward made a motion, seconded by Council Member Emig, to have staff evaluate and prepare an analysis on the proposed Initiative and bring it back for further Council discussion.**

Council Member Boelen believed it was a noble Initiative, but recommended that residents reach out to other entities for financial assistance.

Council Member Montney expressed confusion on the procedure. Leslie Yocum, City Clerk, clarified Council Initiative procedure.

Council Members Becker and Crumpler were concerned on the City’s authority to provide assistance and did not support the Initiative as presented.

Council Members Emig, Carrillo, and Crabill supported the Initiative.

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

**AYES:** Mathy, Emig, Carrillo, Ward, Crabill

**NAYS:** Boelen, Montney, Becker, Crumpler

**Motion carried.**

## **City Manager's Report**

City Manager Tim Gleason highlighted Parks and Recreation's upcoming fall program registration, as well as The Bloomington Center for Performing Arts’ event calendar. He then recognized two new staff members and provided a COVID-19 update. He noted that the City was working closely with both local universities and the McLean County Health Department to monitor COVID cases as students returned to the area. He updated Council on the two



Police Chief finalists and asked the community to provide input on the candidates over the next few days.

**Executive Session**

No Executive Session was held.

**Adjournment**

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

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

**AYES:** Mathy, Boelen, Montney, Emig, Becker, Carrillo, Ward, Crabill, Crumpler

**Motion carried (viva voce).**

**Meeting adjourned at 8:27 p.m.**

**CITY OF BLOOMINGTON**

**ATTEST**

\_\_\_\_\_  
Mboka Mwilambwe, Mayor

\_\_\_\_\_  
Amanda Stutsman, Deputy City Clerk

DRAFT



## CONSENT AGENDA ITEM NO. 8.B

**FOR COUNCIL:** October 25, 2021

**SPONSOR:** City Clerk Department

**WARD IMPACTED:** City-Wide Impact

**SUBJECT:** Consideration and action to approve the Minutes of the September 27, 2021, Regular City Council Meeting, as requested by the City Clerk Department.

**RECOMMENDED MOTION:**

The proposed Minutes be approved.

**STRATEGIC PLAN LINK:**

-Goal 1. Financially Sound City Providing Quality Basic Services

**STRATEGIC PLAN SIGNIFICANCE:**

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

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

**COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED:** N/A

**FINANCIAL IMPACT:** N/A

**COMMUNITY DEVELOPMENT IMPACT:** N/A

Respectfully submitted for Council consideration.

Prepared by: Amanda Stutsman, Deputy Clerk

Reviewed by:

A handwritten signature in cursive script that reads "Tara Henry".

Tara Henry, Legislative Assistant

10/22/2021

**Attachments:**

- CLK 2B DRAFT 09-27-2021 Council Minutes - Regular Session



**MINUTES**  
**REGULAR SESSION CITY COUNCIL MEETING**  
**MONDAY, SEPTEMBER 27, 2021, 6:00 P.M.**

The City Council convened in regular session in-person in the Government Center Chambers at 6:01 p.m., Monday, September 27, 2021. The meeting was called to order by Mayor Mboka Mwilambwe.

**Roll Call**

<b>Attendee Name</b>	<b>Title</b>	<b>Status</b>	<b>Arrived</b>
Mboka Mwilambwe	Mayor	Present	
Jamie Mathy	Council Member, Ward 1	Absent	
Donna Boelen	Council Member, Ward 2	Present	
Sheila Montney	Council Member, Ward 3	Present	
Julie Emig	Council Member, Ward 4	Present	
Nick Becker	Council Member, Ward 5	Present	
<i>Vacant</i>	Council Member, Ward 6	Excused	
Mollie Ward	Council Member, Ward 7	Present	
Jeff Crabill	Council Member, Ward 8	Present	
Tom Crumpler	Council Member, Ward 9	Present	

**Recognition/Appointments**

No recognition or appointments were presented.

**Public Comment**

Mayor Mwilambwe read a statement of procedure for public comment and the following spoke in-person: (1) Greg Koos; (2) Kathryn Petty; and (3) Gary Lambert. Matthew Toczko had registered to speak remotely but was not present online. Greg Koos also emailed public comment.

**Consent Agenda**

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

Council Member Boelen made a motion, seconded by Council Member Crabill, that the Consent Agenda, including all the items listed below, be approved as presented with the exception of Items 7.G and 7.N.

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

**AYES:** Boelen, Montney, Emig, Becker, Ward, Crabill, Crumpler

**Motion carried.**

Item 7.A. Consideration and action to approve the Minutes of the July 19, 2021, Committee of the Whole Meeting, as requested by the City Clerk Department. (Recommended Motion: The proposed Minutes be approved.)

Item 7.B. Consideration and action to approve the Minutes of the August 23, 2021, Regular City Council Meeting, as requested by the City Clerk Department. (Recommended Motion: The proposed Minutes be approved.)

Item 7.C. Consideration and action to approve Bills and Payroll in the amount of \$6,875,855.88, as requested by the Finance Department. (Recommended Motion: The proposed Bills and Payroll be approved.)

Item 7.D. Consideration and action to approve Appointments to various Boards & Commissions, as requested by the Administration Department. (Recommended Motion: The proposed Appointments be approved.)

Item 7.E. Consideration and action to approve the Purchase of 1 Toro Groundmaster 7200 w/ 72" deck kit, 1 Toro Groundmaster 7200 with 60" deck kit, 1 Toro 52" GrandStand, and 1 Toro 4000 11' cut width w/4wd package from MTI Distributing in the amount of 103,813.47, utilizing the Omnia Partners and State of Illinois joint purchasing contracts, as requested by the Parks, Recreation and Cultural Arts Department. (Recommended Motion: The proposed Purchase be approved.)

Item 7.F. Consideration and action on the Purchase of Environmental Database Watershed Management Software, through the Watershed Conservation Intergovernmental Agreement between the City of Bloomington, McLean County, the Town of Normal, and the McLean County Soil and Water Conservation District, in the amount of \$66,000, as requested by the Public Works Department. (Recommended Motion: The proposed Purchase be approved.)

Item 7.G. was removed from the Consent Agenda by Council Member Montney.

Item 7.H. Consideration and action to postpone consideration of 1) an Ordinance Approving the Vacation of an Alley between Lot 8 of McDowell Subdivision and Lot 4 of J B Stevenson Subdivision, and 2) an Ordinance Amending the City Policy on Street & Alley Vacations, as requested by the Public Works Department. (Recommended Motion: Consideration of the proposed Ordinances be postponed until a meeting no later than October 25, 2021.)

Item 7.I. Consideration and action on 1) an Ordinance Amending the Budget Ordinance for the Fiscal Year ending April 30, 2022, to increase the Capital Improvement Fund budget by \$175,527, and on 2) an Ordinance Authorizing a Construction Contract Between the City of Bloomington and J Spencer Construction, LLC for the Government Center Remodel Project (BID 2022-09), in the Amount of \$175,527, as requested by the Facilities Department. (Recommended Motion: The proposed Ordinances be approved.)

Item 7.J. Consideration and action on an Ordinance Amending the Budget Ordinance for the Fiscal Year ending April 30, 2022, to increase the Community Development Block Grant (CDBG) budget by \$685,740, as requested by the Economic & Community Development Department. (Recommended Motion: The proposed Ordinance be approved.)

Item 7.K. Consideration and action on an Ordinance Approving the Fourth Amendment to the Contract Between the City of Bloomington and Tim Gleason, as requested by the City Council. (Recommended Motion: The proposed Ordinance be approved.)

Item 7.L. Consideration and action on a Liquor License Application of Adidev Hospitality Management, LLC, d/b/a Chateau Hotel and Conference Center, located at 1621 Jumer Drive, for a Class EAS (Entertainment, All Types of Alcohol, and Sunday Sales) Liquor License, as requested by the City Clerk Department. (Recommended Motion: The proposed License be approved.)

Item 7.M. Consideration and action on an Application of Aldi, Inc., d/b/a Aldi, Inc. #55, to be located at 2121 Village Lane, requesting a Class PBS (Package, Beer and Wine Only, and Sunday Sales) Liquor License, as requested by the City Clerk Department. (Recommended Motion: The proposed License be approved.)

Item 7.N. was removed from the Consent Agenda by Council Member Emig.

Item 7.O. Consideration and action to approve a Lake Bloomington Lot Transfer and Supplemental Agreement for Lot 7 in Block 1 in Camp Kickapoo, from Andrew and Ashley Netzer to the petitioners, Robert M. and Candice J.M. Osenga and Chad and Roxanna Parker, as requested by the Public Works Department. (Recommended Motion: The proposed Lot Transfer, Petition, and Supplemental Agreement be approved.)

#### **Items Removed from Consent Agenda**

*This following item was pulled from the Consent Agenda by Council Member Montney:*

Item 7.G. Consideration and action on an Ordinance Amending Chapter 7 of the City Code Regarding Video Gaming Licensure Requirements Within the City, as requested by the City Clerk Department.

Council Member Montney expressed opposition in video gaming license being used as economic development tools. She commented to other communities' experiences and believed the proposed changes disparaged establishments on the Video Gaming Waitlist.

**Council Member Montney made a motion, seconded by Council Member Becker, to reject the proposed Ordinance and maintain the current ordinance "As Is".**

Council Members Crabill and Montney discussed the proposed Ordinance change and how it pertained to the transfer of video gaming license.

Jeff Jurgens, Corporation Counsel, expanded on the original intent of video gaming license transfers. He went on to explain that staff sought to clean-up language to reflect Council's original intent and stop video gaming license from being sold.

Council Member Montney expressed procedural concerns. Mr. Jurgens assured her that applicants had to meet all Code qualifications prior to transfer. Council Member Montney opposed the creation of new license, but did not oppose the transfer of license language.

Council Member Crabill asked about economic development benefits that could result from video gaming license being used as a development tool. City Manager Gleason explained that the proposed Ordinance maintained the integrity and wishes of Council, including the video gaming license cap. He reminded Council of the active development agreement that would increase the number of license to 61. He assured Council they maintained final approval of development agreements.

Council Member Montney expressed opposition of the proposed Ordinance.

Council Member Becker asked for a clarification of the motion.

**Council Member Montney made a motion, seconded by Council Member Becker, to amend the original motion and approve an amended Ordinance with Sections 2 and 3, which referenced development agreements, removed from the proposed Ordinance.**

Council Member Boelen expressed concern with bestowing Council powers to staff and requested development agreements clearly state if a license is a condition of development. Mr. Jurgens assured Council that the proposed Ordinance did not give staff any discretionary authority. He explained that all development agreements had to be approved by Council.

Council Member Boelen and Leslie Yocum, City Clerk, discussed the timeline of LuLu's Pizza development agreement, noting that the cap on video gaming license had not been met when the agreement was approved.

Council Member Crabill and Mr. Jurgens talked about the potential to allow only one contracted license at a time.

Council Member Emig supported aiding health organizations to combat gambling.

City Manager Gleason discussed the proposed Ordinance increasing transparency.

Council Member Montney expanded on Council Member Emig's comments on social challenges as a result of video gambling.

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

**AYES:** Montney, Becker, Ward, Crumpler

**NAYES:** Boelen, Crabill, Emig

**Motion failed.**

Mr. Jurgens explained that ordinances required a majority vote of Council to pass.

**Council Member Boelen made a motion, seconded by Council Member Emig, to table the item to the next regularly scheduled meeting.**

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

**AYES:** Boelen, Emig, Becker, Ward, Crabill, Crumpler

**NAYES:** Montney

**Motion carried.**

*This following item was pulled from the Consent Agenda by Council Member Emig:*

Item 7.N. Consideration and action on a Request from Bloomington Normal Jaycees, who will hold a Bruegala with a Twist fundraiser in Downtown Bloomington on Friday, October 1, 2021, for a Class LB (Limited/Beer and Wine) Liquor License, as requested by the City Clerk Department.

Council Member Emig recused herself as her employer had partnered with the applicant organization. She left the meeting at 6:44 p.m.

**Council Member Boelen made a motion, seconded by Council Member Crabill, that the proposed License be approved.**

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

**AYES:** Boelen, Montney, Becker, Ward, Crabill, Crumpler

**RECUSED:** Emig

**Motion carried.**

Council Member Emig returned to the meeting at 6:45 p.m.

## **Regular Agenda**

*The following item was presented:*

Item 8.A. Consideration and action on a Resolution in Support of the Bloomington Historic Preservation Plan, as requested by the Economic & Community Development Department.

Nicholas Kalogeresis, Representative of the Lakota Group, a preservation planning firm based in Chicago, addressed Council. He explained the benefits of historic preservation and stressed the importance of integrating historic preservation into all levels of community planning. He provided a brief overview of the planning process and touched on various historic landmarks within the City. He discussed ways to protect and preserve the landmarks for generations to come. He listed key opportunities for growth including an extensive survey to determine new local historic landmarks and to update current historic landmarks. Mr. Kalogeresis then presented goals for promoting community sustainability, livability, and vitality. He encouraged Council to retain ongoing funding for the Funk and Rust Façade Grant Programs, as well as explore new incentives for historic housing rehabilitation. He provided multiple suggestions to enhance local preservation programs and increase Bloomington's heritage narrative. He concluded with a list of goals for building local awareness and providing various avenues to bring awareness.

Council Member Ward requested an explanation of conservation versus preservation. Mr. Kalogeresis responded accordingly.

Council Member Emig and Mr. Kalogeresis discussed his top recommendations, which were completing surveys and streamlining processes for commercial property owners.

Council Member Crabill and Mr. Kalogeresis talked about community involvement and the ability to crowd source information and materials for historic and cultural preservation. They touched on the potential for historic and cultural preservation in West Bloomington. Council Member Crabill was interested in offering incentives in West Bloomington.

Kimberly Smith, Economic & Community Development Assistant Director, explained staff would lead the work plan for execution of the Historic Preservation Plan.

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

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

**AYES:** Boelen, Montney, Emig, Becker, Ward, Crabill, Crumpler

**Motion carried.**

*The following item was presented:*

Item 8.B. Consideration and action on an Ordinance Amending the Budget Ordinance for the Fiscal Year ending April 30, 2022, as it relates to the City's Overhead Sewer Program, in the amount of \$210,000, as requested by the Administration Department.

City Manager Gleason reported that this was the first actionable item as a result of the storm damage. He explained that the budget amendment would allow expansion of the Overhead Sewer Program and, if approved, staff would determine a ratio for awarding funds and implementing a repayment plan.

**Council Member Ward made a motion, seconded by Council Member Crumpler, that the proposed Ordinance be approved.**

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

**AYES:** Boelen, Montney, Emig, Becker, Ward, Crabill, Crumpler

**Motion carried.**

*The following item was presented:*

Item 8.C. Consideration and action on an Ordinance Authorizing the Mayor and City Manager to Approve Agreements, Contracts, Land Acquisition, and Related Documents Associated with Budgeted Water, Sewer and Stormwater Infrastructure Improvement Projects, as requested by the Legal Department and the Public Works Department.

City Manager Gleason stated that this was the second actionable item as a result of the storm damage. He explained the item would expedite the review process of budgeted infrastructure improvement projects with the caveat that the City Manager must report approvals to Council at the Council meeting immediately following the approval.

Leslie Yocum, City Clerk, reminded Council that a revised Ordinance had been provided to them before the meeting, which added the term 'water' to the definition. She then clarified that the motion on the floor would be to approve the revised amendment.

Council Member Boelen and Mr. Jurgens discussed standard procedure for contract review. She then noted a resident's concern and explained the intent to expedite process.

Council Member Crabill reiterated that any action taken by the City Manager and Mayor would be reported back to Council. Mayor Mwilambwe confirmed.

**Council Member Boelen made a motion, seconded by Council Member Crabill, that the proposed revised Ordinance be approved.**

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

**AYES:** Boelen, Montney, Emig, Becker, Ward, Crabill, Crumpler

**Motion carried.**



*The following item was presented:*

Item 8.D. Consideration and action on a Resolution Regarding Housing Rehabilitation for those affected by the June 2021 Flooding Event, as requested by the Legal Department.

City Manager Gleason explained that the item was the third step in the Council Initiative process. He then read the proposed three resolution options.

**Council Member Ward made a motion, seconded by Council Member Crabill, that Option A: a Resolution in Support of Utilizing the Illinois Housing Development Authority Rehabilitation Program, as well as the Creation and Funding of a Similar Local Program, to Assist Qualified Residents with the 2021 Flooding Event, and Providing Direction to City Staff on Next Steps, be approved.**

Council Member Boelen opposed Option A and strongly believed that it operated outside the definition of public purpose. She believed the funds provided by the Overhead Sewer Program were adequate and expressed concerns with future expectations of residents. She held that the resolution violated her Oath of Office.

Council Member Becker agreed with Council Member Boelen and stated that some residents did not believe direct aid to residents was the City's responsibility. He agreed that the Resolution violated his Oath of Office.

Council Member Crabill disagreed and believed it was Council's duty to help residents. He and City Manager Gleason briefly discussed next steps and eligibility requirements.

Council Member Montney sympathized with impacted residents. She then consulted with Mr. Jurgens on whether he had found similar programs in other communities. He had not. She echoed comments on Council's inability to appropriate public funding with the program.

Council Member Crumpler sympathized with the impacted residents, but believed all other funds should be exhausted before City funds were used. He asked if a portion of the Community Development Block Grant ("CDBG") program could be designated to help. Melissa Hon, Economic & Community Development Director, informed Council that the funds for the CDBG program were already allocated, but that \$160,000 of the funds were allotted to the Homeowner Rehabilitation Loan Program. She explained how to apply, noting the finite amount of available funds, as well as the current waitlist.

Council Member Ward asked for additional explanation on qualifications and expressed concerns regarding income levels as it related to Small Business Loans and the current program. Mrs. Hon responded that qualifications for CDBG programs were determined by Department of Housing and Urban Development and that they were available online. Deputy City Manager, Billy Tyus, reported on maximum income levels.

City Manager Gleason discussed procedure.

Council Member Ward expressed her believe that Option A moved the City forward.

Mr. Jurgens advised Council on parliamentary procedure.

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

**AYES:** Emig, Ward, Crabill

**NAYES:** Boelen, Montney, Becker, Crumpler

**Motion failed.**

Council Member Ward made a motion, seconded by Council Member Crabill, that **Option C: a Resolution in Support of Utilizing the Illinois Housing Development Authority Rehabilitation Program to Assist Qualified Residents with the 2021 Flooding Event and Providing Direction to City Staff on Next Steps, be approved.**

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

**AYES:** Boelen, Montney, Becker, Emig, Ward, Crabill

**NAYES:** Emig, Ward, Crabill, Crumpler

**Motion failed.**

Council Member Ward made a motion, seconded by Council Member Crumpler, that **Option B: a Resolution in Support of Utilizing the Illinois Housing Development Authority Rehabilitation Program to Assist Qualified Residents with the 2021 Flooding Event, as well as Potential Future Funding of a Similar Program, and Providing Direction to City Staff on Next Steps, be approved.**

Council Member Ward and Deputy City Manager Tyus discussed procedure.

Council Member Montney and Mr. Jurgens discussed potential risks if decisions made by Council did not comply with the Illinois Public Service Doctrine. Mr. Jurgens stated that he would provide additional details to Council prior to their voting on an ordinance.

Mayor Mwilambwe, Council Member Ward, and Mr. Jurgens discussed injunctive relief and lawsuit potential in more detail.

Council Member Crumpler supported Option B and believed CDBG funds and IDHA grants were resources available that required little time of staff. Council Member Becker pointed out that CDBG could be applied for separate from the relief program.

Council Member Emig and Mr. Jurgens discussed the necessity to keep the program closely aligned with the public purpose definition, as well as legal ramifications if it did not.

Council Members Montney and Crabill discussed the need to provide options to those residents who had already completed repairs resulting from flood damage.

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

**AYES:** Emig, Ward, Crabill, Crumpler

**NAYS:** Boelen, Montney, Becker

**Motion carried.**

### **Finance Director's Report**

City Manager Tim Gleason introduced the item and asked Scott Rathbun, Finance Director, to address Council. Mr. Rathbun discussed concerns of uncertainty resulting from COVID such as commodity prices, inflation, and labor ability nationwide. He presented the Fiscal Year 2022 ("FY22") financial summary and discussed FY22 major tax revenues through August 31, 2021, highlighting key factors, and increases in revenue. He presented FY22 general fund revenue and expenditures by category and provided updates on significant changes. Mr. Rathbun went on to discuss general fund highlights of FY22 and how the

American Rescue Plan funds would be used. He concluded his presentation by providing an overview of the enterprise funds and noted that staff continued to monitor expenditures.

Council Member Crabill recommended the presentations be posted online.

### **City Manager's Discussion**

City Manager Tim Gleason highlighted multiple upcoming Downtown Bloomington events. He recognized Bloomington's Police Honor Guard for presenting the colors at a recent Chicago Bears football game. He informed the public that Col. Jamal Simington would be sworn in as Bloomington's new Police Chief and that a formal introduction would be held at the next meeting. He provided a COVID-19 update in that, due to the recent COVID-19 vaccination mandate, Bloomington Fire Department staff were now required to be vaccinated or be tested twice weekly. He explained challenges with obtaining costly tests and that staff continued to prepare for the mandate being expanded.

### **Mayor's Discussion**

Mayor Mwilambwe expressed his condolences to the family of Jelani Day. He provided an update on the Ward 6 vacancy and discussed his search for a candidate that would accurately represent the Ward. He discussed multiple speaking events he had participated in and expressed excitement for the upcoming ribbon cutting at the Ferrero Plant.

### **Council Member's Discussion**

Council Member Boelen reminded the community of Mental Health Awareness Week, as well as upcoming events and mental health resources.

Council Member Becker encouraged learning about mental health resources.

Council Member Emig provided an update on the Annual Cemetery Walk and ticketing. She reminded the community about the upcoming free Household Hazardous Waste Collection event with the McLean County Ecology Action Center and recognized a group of young leaders who had received a Why I See You (YICU) Service Award.

### **Executive Session**

No Executive Session was held.

### **Adjournment**

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

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

Motion carried (viva voce).

Meeting adjourned at 8:35 p.m.

**CITY OF BLOOMINGTON**

**ATTEST**

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Mboka Mwilambwe, Mayor

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Amanda Stutsman, Deputy City Clerk



**CONSENT AGENDA ITEM NO. 8.C**

**FOR COUNCIL:** October 25, 2021

**SPONSOR:** Finance Department

**WARD IMPACTED:** City-Wide Impact

**SUBJECT:** Consideration and action to approve Bills and Payroll in the amount of \$7,388,683.55, as requested by the Finance Department.

**RECOMMENDED MOTION:**  
The proposed Bills and Payroll be approved.

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

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

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

**COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED:** N/A

**FINANCIAL IMPACT:** Total disbursements to be approved \$7,388,683.55 (Payroll total \$2,671,045.87, Accounts Payable total \$3,296,105.61, Bank Transfers total \$1,152,325.67, and Procurement Card total \$269,206.40).

**COMMUNITY DEVELOPMENT IMPACT:** N/A

Respectfully submitted for Council consideration.

Prepared by: Frances Watts, Support Staff V

Reviewed by:

F. Scott Rathbun, Finance Director

10/20/2021

Tara Henry, Legislative Assistant & Records Manager

10/21/2021

**Attachments:**

- FIN 1B Council Finance Summary Report

## CITY OF BLOOMINGTON FINANCE REPORT

### PAYROLL

Date	Gross Pay	Employer Contribution	Totals
10/8/2021	\$ 2,105,844.59	\$ 565,201.28	\$ 2,671,045.87

Off Cycle Adjustments

**PAYROLL TOTAL      \$ 2,671,045.87**

### ACCOUNTS PAYABLE (WIRES)

Date	Bank	Total
10/25/2021	AP General	\$ 2,902,582.70
	AP JMScott	
10/25/2021	AP Comm Devel	\$ 3,769.39
10/25/2021	AP IHDA	\$ 24,890.00
10/25/2021	AP Library	\$ 98,846.56
10/25/2021	AP MFT	\$ 32,708.42
10/7/2021-10/19/2021	Out of Cycle	\$ 233,308.54
7/16/2021-10/4/2021	AP Bank Transfers	\$ 1,152,325.67
	<b>AP TOTAL</b>	<b>\$ 4,448,431.28</b>

### PCARDS

Date Range	
7/1/2021-7/31/2021	\$ 159,389.29
8/1/2021-8/31/2021	\$ 109,817.11
<b>PCARD TOTAL</b>	<b>\$ 269,206.40</b>

**GRAND TOTAL      \$ 7,388,683.55**

Respectfully,

**F Scott Rathbun**  
Director of Finance



## CONSENT AGENDA ITEM NO. 8.D

**FOR COUNCIL:** October 25, 2021

**SPONSOR:** Police Department

**WARD IMPACTED:** City-Wide Impact

**SUBJECT:** Consideration and action to approve the Purchase of ammunition for police duty weapons in the amount of \$59,969, utilizing the IL State Joint Contract (20-426DOC-CENTO-P-12144, exp. 6/30/22), as requested by the Police Department.

**RECOMMENDED MOTION:**

The proposed Purchase be approved.

**STRATEGIC PLAN LINK:**

-Goal 1. Financially Sound City Providing Quality Basic Services

**STRATEGIC PLAN SIGNIFICANCE:**

-Objective 1d. City services delivered in the most cost-effective, efficient manner  
-Objective 1a. Budget with adequate resources to support defined services and level of services

**BACKGROUND:** Ammunition for duty use and for firearm practice and qualification is very difficult to obtain, and as a result, often must be purchased in large quantities. The Police Department needs to establish a supply of 9mm ammunition for practice and duty. Officers will be transitioning from a .40 caliber duty weapon to a 9mm duty weapon and need to reach the level of training and proficiency set forth by the Illinois State Training and Standards Board.

The Police Department requests to utilize the Illinois State Joint purchasing contract with Ray O'Herron for this purchase. The joint purchasing contract purchases large quantities of ammunition for not only the State, but for other government entities that utilize this contract. The larger quantities usually result in lower prices than can be negotiated by individual government entities.

**COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED:** N/A

**FINANCIAL IMPACT:** Funds are included in FY 2022 Budget under the Police-Other Supplies account (10015110-71190). Stakeholders can locate this in the FY 2022 Budget Book titled "Budget Overview & General Fund" on page 233. Item cost is based on the State of Illinois contract #20-426DOC-CENTO-P-12144.

**COMMUNITY DEVELOPMENT IMPACT:** N/A

Respectfully submitted for Council consideration.

Prepared by: Jennifer Bielfeldt, Office Manager

Reviewed by:

**Tim McCoy**

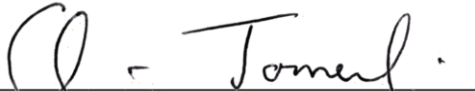
Tim McCoy, Assistant Police Chief

10/8/2021



Carla Murillo, Procurement Manager

10/11/2021



Chris Tomerlin, Budget Manager

10/11/2021



Jeffrey R. Jurgens, Corporation Counsel

10/14/2021



Tara Henry, Legislative Assistant & Records Manager

10/21/2021

**Attachments:**

- POL 1B Quote 0921
- POL 1C IL Bid Buy Ammunition Joint Contract O'Herron



# Quotation / Order Form

## Ray O'Herron Co.

3549 North Vermilion St.  
Danville, IL 61834  
800-223-2097

**Date: 9/9/2021**

Quotation #0921

**Bloomington Pd**

305 S. East. St.

Bloomington, IL 61701

Attn: Sgt. Rob Kosack

Phone# 309-434-2592

Email rkosack@cityblm.org

Price effective through: Dec. 31, 2021

Order Information;

**PO #**

**Name / Badge #**

**Ray O'Herron is pleased to submit the following proposal:**

Terms: Net 30 Days

ITEM#	QTY	DESCRIPTION	PRICE	TOTAL
<b>Winchester Quote</b>				
Q3131	55	5.56mm Win 55gr. FMJ, 55k rnds.	\$364.00	\$20,020.00
Q4172	156	9mm, 115gr. FMJ 1k Rnds. 156k rnds.	\$200.00	\$31,200.00
RA9T	13	9mm, 147gr. SXT JHP, 1k Rnds. 13k rnds.	\$275.00	\$3,575.00
RA9SF	13	Frangible 9mm, 100gr. Frangible SF 13k Rnds.	\$398.00	\$5,174.00
Note: Price includes shipping from Winchester at no charge				
				<b>\$59,969.00</b>

*We look forward to your order*

**Prepared By: Dan Yara**

**Sales Representative**

**Email: dpyara@comcast.net**

**Cell #708-710-3396**

\_\_\_\_\_  
City Manager, Tim Gleason

\_\_\_\_\_  
Date



IL Bid Buy

Master Blanket Purchase Order 20-426DOC-CENTO-P-12144

Header Information

Purchase Order Number: 20-426DOC-CENTO-P-12144 Release Number: 0 Short  
Description: IDOC - Glocks, Ammunition and Accessories - JTW

Status: 3PS - Sent Purchaser: Jacenta Wilson Receipt Method: Quantity

Fiscal Year: 2020 PO Type: Blanket Minor Status:

Organization: DOC - Corrections

Department: CENTOFFPURCH426 - Central Office Purchasing Location: AX001 - Central Office  
Purchasing Type Code: Competitive Sealed Bidding

Alternate ID: Entered Date: 08/20/2019 05:21:52 PM Control Code:

Days ARO: 0 Retainage %: 0.00% Discount %: 0.00%

Print Dest Detail: If Different

Catalog ID: Release Type: Direct Release

Contact Instructions: Tax Rate: Actual Cost: \$2,350,462.50

Print Format: Purchase Order Print

Is this a Small Business Set Aside Procurement?: No

Date Contract Executed:

Master Contract?: Yes

Original/ Old Contract/PO Number:

Release Begin Date:

Release End Date:

Is there a BEP/VBP Participation Goal? :

Primary Vendor Information & PO Terms

Vendor:V00000805 - RAY O'HERRON CO., INC.

3549 N VERMILLION ST

DANVILLE, IL 61834

US

Email: bids@oherron.com

FAX: (888)223-3235    Payment Terms:    NA    Shipping Method:    Best Way

Shipping Terms: See Inco Term Key on PO    Freight Terms: Freight Prepaid

PO Acknowledgements:

Document    Notifications    Acknowledged Date/Time

Purchase Order Emailed to bids@oherron.com at 09/25/2019 02:32:30 PM

Master Blanket/Contract Vendor Distributor List

Vendor ID    Vendor Name    Preferred Delivery Method    Vendor Distributor Status

V00000805

RAY O'HERRON CO., INC.    Email    Active

Master Blanket/Contract Controls

Master Blanket/Contract Begin Date:    08/14/2019    Master Blanket/Contract End Date:  
06/30/2022



## CONSENT AGENDA ITEM NO. 8.E

**FOR COUNCIL:** October 25, 2021

**SPONSOR:** Public Works Department

**WARD IMPACTED:** City-Wide Impact

**SUBJECT:** Consideration and action to approve an Agreement with Corrective Asphalt Materials, LLC, as a limited source for the FY22 Pavement Preservation Program, in the amount of \$258,717.40, as requested by the Public Works Department.

**RECOMMENDED MOTION:**

The proposed Agreement be approved.

**STRATEGIC PLAN LINK:**

- Goal 5. Great Place - Livable, Sustainable City
- Goal 2. Upgrade City Infrastructure and Facilities

**STRATEGIC PLAN SIGNIFICANCE:**

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

**BACKGROUND:** Public Works is recommending the approval of an agreement with Corrective Asphalt Materials, LLC, in the amount of \$258,717.40, for the FY22 Pavement Preservation - Surface Seal program. Corrective Asphalt Materials is a limited source distributor/applicator of C85 and Reclamite for our region. Both C85 and Reclamite materials are proprietary.

Reclamite is a pavement preservation technique that uses emulsion made up of specific petroleum oils and resins. The rejuvenating process keeps the pavement flexible, so both cracking and road fatigue are reduced. It also seals the pavement from air and water, slowing the oxidation process and reducing the loss of small aggregate. To get the maximum benefit from the Reclamite, pavements are treated with Reclamite within a year after they are resurfaced and then again approximately five years after resurfacing. In addition, Reclamite cures clear and does not obstruct existing pavement markings. Other products cure black and require pavement marking maintenance.

C85 is a restorative seal that is intended for asphalt that has deteriorated beyond the point at which Reclamite alone is an effective treatment method for the surface. C85 is a petroleum-based emulsion product that is covered in lime screenings in order to mend the asphalt surface, sealing cracks and filling in voids. The product is designed to be kneaded into the surface by vehicular traffic once it has been applied. C85 is designed to maintain its flexibility overtime which helps to reduce cracking and weathering.

Prior to widespread utilization of Reclamite and C85, City staff researched pavement preservation products and performed field testing to compare Reclamite and a promising

competitor. City staff also researched and tested the use of C85. The field test locations are still monitored periodically by staff. This research and the test location results have been used to determine that Reclamite and C85 remain staff's recommended pavement preservation products.

Information about the City of Bloomington streets is maintained in a Geographic Information System by the Engineering Division of the Public Works Department. The condition rating, along with other information, is used to help determine which streets will receive a preservative treatment each year. In addition, [www.bloomingtonstreets.com](http://www.bloomingtonstreets.com) includes information about street and sidewalk maintenance, including a complete list and map of planned preservation projects, an interactive street rating map, and regular updates on how the community's Local Motor Fuel Tax dollars are spent.

This is an annual maintenance contract, which includes multiple projects assigned at various times throughout the fiscal year. Therefore, the start and completion dates for each individual project will vary. The contract completion date is April 30, 2022. The full proposal is on file at Public Works, Engineering Division.

The following is the allocation of available funding from the Capital Improvement (Asphalt & Concrete) fund. The Pavement Preservation - Patching program is scheduled to go out to bid before the end of calendar year 2022 with the work expected to occur in late spring/early summer of 2023.

<u>Program</u>	<u>Budget</u>	<u>Awarded</u>	<u>Unencumbered after 10/25/21</u>
<b>Multi-Year Street and Alley Resurface Program</b>	<b>\$5,800,000.00</b>	<b>\$5,387,902.45</b>	<b>\$412,097.55</b>
General Resurfacing	\$5,000,000.00	\$5,129,185.05	\$-129,185.05
Pavement Preservation - Surface Seal	\$258,717.40	\$258,717.40	\$0
Pavement Preservation - Patching	\$541,282.60	\$0	\$541,282.60
<b>Multi-Year Street, Alley, &amp; Sidewalk Maintenance</b>	<b>\$200,000.00</b>	<b>\$198,850.00</b>	<b>\$1,150.00</b>
Street, Alley & Sidewalk Maintenance (Bid # 2020-43)	\$200,000.00	\$198,850.00	\$1,150.00
<b>Multi-Year Sidewalk and Ramp Replacement Program</b>	<b>\$1,200,000.00</b>	<b>\$1,194,210.44</b>	<b>\$5,789.56</b>
Sidewalk and Curb Ramp Replacement Program (Bid #2020-32)	\$1,110,000.00	\$1,104,235.34	\$5,764.66
Sidewalk Vertical Displacement Repair Program (Bid #2020-31)	\$90,000.00	\$89,975.10	\$24.90
<b>TOTAL</b>	<b>\$7,200,000.00</b>	<b>\$6,780,962.89</b>	<b>\$419,037.11</b>

*Note: The work shown in the above table is paid from the Capital Improvement (Asphalt & Concrete)*

**COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED:** N/A

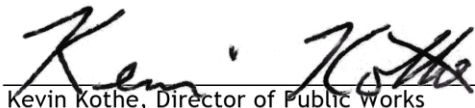
**FINANCIAL IMPACT:** If approved, \$258,717.40 will be awarded for the FY 2022 Pavement Preservation - Surface Seal program to Corrective Asphalt Materials, Inc., to be paid out of the Capital Improvement (Asphalt & Sidewalk) Fund-Street Construction Improvement account (40120200-72530). Stakeholders can locate this in the FY 2022 Budget Book titled "Other Funds & Capital Improvement" on pages 78, 80, 214, 254, 255 and 256.

**COMMUNITY DEVELOPMENT IMPACT:** Goal UEW-1. Provide quality public infrastructure within the City to protect public health, safety and the environment, Objective UEW-1.1. Maintain the existing City operated infrastructure in good condition by prioritizing maintenance over building new and implementing fees to cover costs. Goal TAQ-1. A safe and efficient network of streets, bicycle- pedestrian facilities and other infrastructure to serve users in any surface transportation mode, Objective TAQ-1.1. Maintenance and development of a continuous network of arterial, collector and local streets that provides for safe and efficient movement of people, goods and services between existing and proposed residential areas and major activity centers, maximizes walkability, and provides multimodal linkages to the state and interstate highway system, Objective TAQ-1.2. Data-driven transportation infrastructure policy and management, Objective TAQ-1.4. Pedestrian safety for users of all transportation facilities with a Sidewalk Master Plan, and sidewalk system that provides safe access throughout the transportation network.

Respectfully submitted for Council consideration.

Prepared by: Kenny Lee, Engineering Technician II

Reviewed by:



Kevin Kothe, Director of Public Works

10/11/2021



Carla Murillo, Procurement Manager

10/12/2021



Chris Tomerlin, Budget Manager

10/12/2021



Jeffrey R. Jurgens, Corporation Counsel

10/14/2021



Tara Henry, Legislative Assistant & Records Manager

10/20/2021

**Attachments:**

- PW 3B Agreement\_FY22 Pavement Preservation Agreement 10252021
- PW 3C LSJF\_FY22 Pavement Preservation Agreement 10252021
- PW 3D Schedule of Prices\_FY22 Pavement Preservation Agreement 10252021

- PW 3E Maps\_FY22 Pavement Preservation Agreement 10252021

## AGREEMENT

THIS AGREEMENT, Made and entered into this **September 27, 2021**, by and between, **Corrective Asphalt Materials**, first party, also hereinafter referred to as "Contractor", and the City of Bloomington, a municipal corporation, second party.

WITNESSETH:

WHEREAS, in pursuance of said call for contract said first party, did on September 27, 2021, submit this contract to said City of Bloomington for furnishing all of the labor and materials for the construction of said **Pavement Preservation** on file in the office of the City Engineer of said City. A copy of which specifications, plans and profiles of said improvement on file in the City Engineer's Office are hereby referred to and made a part hereof by reference, and said first party being the lowest responsible bidder was awarded the contract for the construction of the said improvement, which bid of said Contractor is hereto attached and made a part hereof.

THEREFORE, it is covenanted and agreed upon the part of said first party that in consideration of the amounts to be paid by said City, he will furnish all labor, tools, machinery and materials for the construction of said improvement complete, in accordance with the said plans, profiles and specifications, call for bids, and said contractor's bid, each herein set out and made a part hereof.

And it is also understood and agreed that the Proposal Package, Specifications, Special Provisions, Contractor's Proposal, Contract Bond and Project Addenda hereto attached, and the Plans for **Pavement Preservation** are all essential documents of this contract and are a part hereof.

IT IS FURTHER AGREED that said Contractor will furnish a bond to the City of Bloomington in the penal sum of **\$ 258,717.40** executed by said contractor and at least two responsible persons as sureties or by some surety company satisfactory to the said City of Bloomington and the City Council, as a guarantee that said Contractor faithfully will perform the work in accordance with this agreement.

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

IT IS FURTHER AGREED that said Contractor shall complete all work included in this Contract by April 30th, 2022.

IT IS EXPRESSLY UNDERSTOOD AND AGREED that whenever the said City may deem necessary, additional or new bond shall be furnished by said Contractor with such sureties as will be satisfactory to the said City Council, as a guarantee that said Contractor will faithfully perform the work in accordance with the terms of this agreement.

IT IS FURTHER AGREED that should said Contractor fail to complete the work within the time herein specified for doing the same, then he shall pay the expense of the City Inspector or Inspectors from the date specified for completion until said work is completed and shall pay to the City all other expenses created by reason of such failure to complete said work in the specified time or by reason of such time being extended.

This agreement shall not be assigned, nor any part of the work subcontracted without the written consent of the City of Bloomington endorsed hereon, and in no case shall such consent relieve the party of the first part from the obligations herein entered into by said party, or change the terms of this agreement.

IT IS FURTHER STIPULATED AND AGREED by and between the parties hereto that all ordinances now in force in the City of Bloomington respecting and regulating public improvement, not in conflict with the terms of this contract, shall be a part and parcel of this contract.

The number of inspectors to be placed on said work shall be determined by the City of Bloomington, but if at any time on account of a disregard of any of the provisions of this contract by the said first party, or on account of the failure of said first party to faithfully perform the work in accordance with this contract, additional inspectors shall be deemed necessary by said City, the pay of such additional inspectors shall be charged to said Contractor and be deducted from the amount due said Contractor on final settlement under this contract.

The Contractor and all persons employed on the work shall obey the instruction of the City Engineer or the inspector on said work. Any person who shall refuse or neglect to so obey, or who shall be deemed incompetent by said City Engineer or said Inspector shall at once be removed from the work by the Contractor when so required by said Engineer or Inspector.

The City of Bloomington hereby covenants and agrees, in consideration of the faithful performance of the covenants and agreements in this contract specified to be kept and performed by first party, to pay party of the first part, when this contract shall be wholly carried out and completed upon the part of the said Contractor, and when said work shall have been finally accepted by said City of Bloomington, the amounts set forth in first party's bid in manner as herein and in said call for bids provided.

IT IS EXPRESSLY UNDERSTOOD AND AGREED that this contract calls for the construction of a "public work," within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/.01 et seq. ("the Act") including the Public Act 100-1177 effective June 1, 2019. The Act requires contractors and subcontractors to pay laborers, workers and mechanics performing services on public works projects no less than the current "prevailing rate of wages" (hourly cash wages plus amount for fringe benefits) in the county where the work is performed. The Department publishes the prevailing wage rates on its website at <http://labor.illinois.gov/>. The Department revises the prevailing wage rates and the contractor/subcontractor has an obligation to check the Department's web site for revisions to prevailing wage rates. For information regarding current prevailing wage rates, please refer to the Illinois Department of Labor's website. All contractors and subcontractors rendering services under this contract must comply with all requirements of the Act, including but not limited to, all wage requirements and notice and record keeping duties.

IT IS FURTHER AGREED AND UNDERSTOOD that the work to be done pursuant to this contract shall be done under the direction and to the satisfaction of the City of Bloomington, and that, except as otherwise provided in the said ordinance or the judgment of the court, said City, except as by law provided, or any officer thereof, shall not be liable for any portion of the expense of said work, nor for any delinquency or persons or property assessed.

This contract and the bond herein provided, shall be signed in triplicate and be subject to the approval of the City of Bloomington.

IN TESTIMONY WHEREOF the said first party has hereunto set his hand and seal, and the City of Bloomington has caused this agreement to be signed by its Mayor, its corporate seal to be attached, and said signing and sealing to be attested by its City Clerk on the day and year first above written.

(Seal)

ATTEST;

\_\_\_\_\_  
City Clerk

CITY OF BLOOMINGTON

By: \_\_\_\_\_  
City Manager

WITNESS:

[Redacted]

CONTRACTOR (Seal)

[Redacted]

Aaron Munie

Kelli Leighanne Barney



## LIMITED SOURCE JUSTIFICATION

(Requester completes Section A and B)

### **SECTION A – LIMITED SOURCE PURCHASE:**

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

Vendor Name & #: Corrective Asphalt Materials, LLC. Vendor # 2157	Amount: \$ 258,717.40	10/5/21
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Description of item/service: Application of Reclamite Preservation Seal to City streets recently resurfaced and C85 to select locations. In addition, associated street cleaning will be performed by the contractor. The amount noted above reflects the FY 2022 funding budgeted and available for this work. The proposal package for this work is being finalized at this time. Upon finalization, the package will be provided to Corrective Asphalt Materials, LLC for proposal submission to the City.

Justification: Explain why this vendor is the only vendor that can perform this work: Prior to widespread utilization of Reclamite & C85, City staff researched pavement preservation products and performed field testing to compare them to a promising competitor. The field test locations are still monitored periodically by staff. This research and the test location results have been used to determine that the product is the recommended rejuvenator. In addition, Reclamite cures clear and does not obstruct existing pavement markings. Other products cure black and require pavement marking maintenance.

Reclamite Preservation Seal materials are proprietary and Corrective Asphalt Materials, LLC is the sole source distributor / applicator for our region. Please see the attached sole distributor letter from Corrective Asphalt Materials, LLC.

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

Kevin Kothe



\_\_\_\_\_  
(Name and Signature of Department Head)

10/6/2021

\_\_\_\_\_  
Date

### **SECTION C – TO BE COMPLETED BY PROCUREMENT OFFICE:**

Based on the information provided in Section A and attached supporting documents, I concur  do not concur  (see below) with purchase to be a Limited Source.

Do not concur for the following reason(s):



\_\_\_\_\_  
Name and Signature of Purchasing Agent or Designee

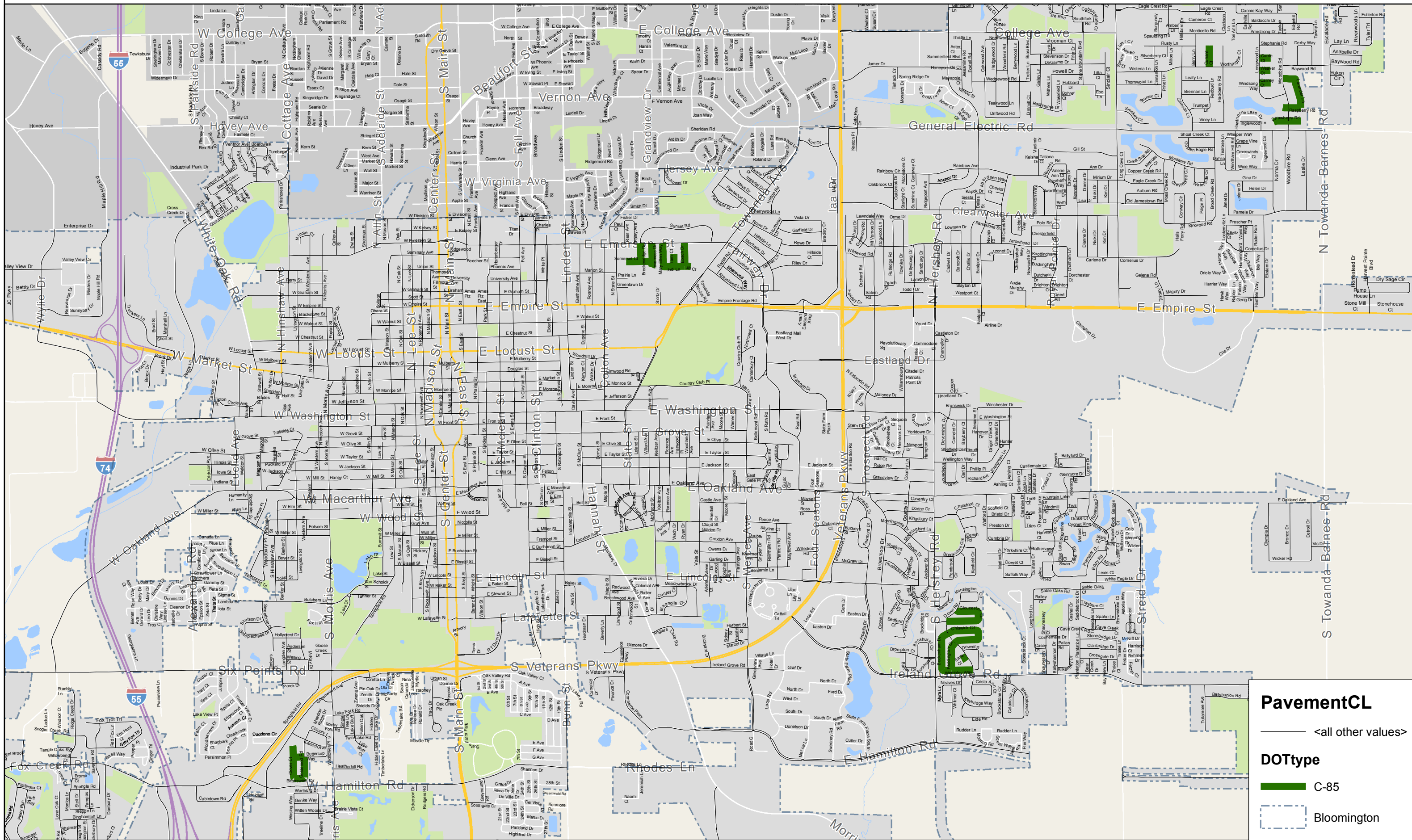
10/12/2021

\_\_\_\_\_  
Date

**City of Bloomington**  
**FY 2021 PAVEMENT PRESERVATION**  
 CITY PROJECT #50-53183-22-00  
**SCHEDULE OF PRICES**

ITEM #	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL
1	RECLAMITE	SQ YD	73,620	\$ 1.07	\$ 78,773.40
2	C85	SQ YD	59,960	\$ 2.65	\$ 158,894.00
4	STREET SWEEPING AND CLEANING - BEFORE TREATMENT	LS	1	\$ 4,000.00	\$ 4,000.00
5	STREET SWEEPING AND CLEANING - POST TREATMENT	LS	1	\$ 8,500.00	\$ 8,500.00
6	STREET SWEEPING AND CLEANING - ADDITIONAL CLEANING	HR	12	\$ 275.00	\$ 3,300.00
7	RESIDENT NOTIFICATION	LS	1	\$ 3,500.00	\$ 3,500.00
8	OFF-SITE DUMPING OF SWEEPINGS	LS	1	\$ 1,750.00	\$ 1,750.00
				<b>TOTAL</b>	<b>\$ 258,717.40</b>



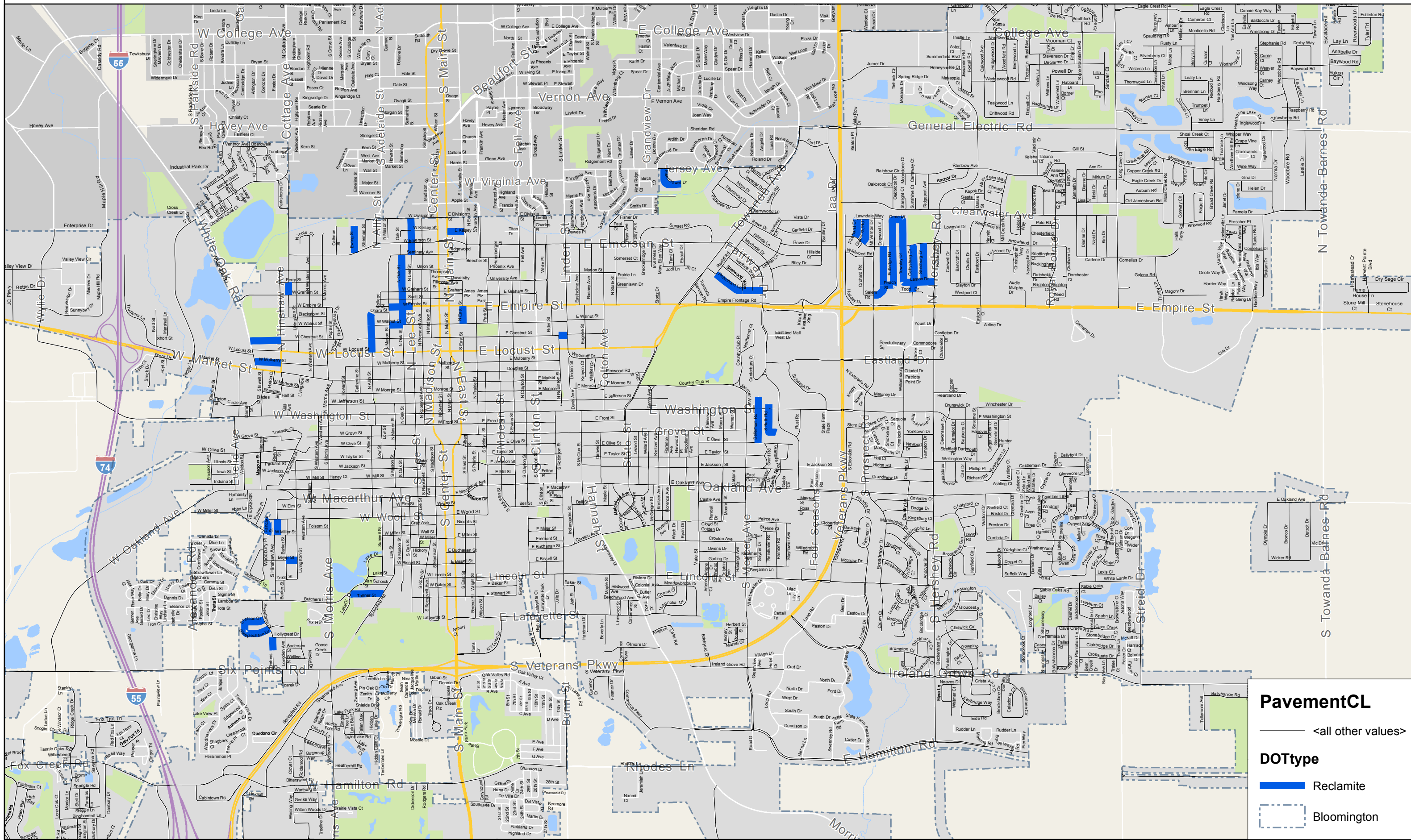


**PavementCL**  
— <all other values>

**DOTtype**  
■ C-85

□ Bloomington







## CONSENT AGENDA ITEM NO. 8.F

**FOR COUNCIL:** October 25, 2021

**SPONSOR:** Human Resources Department

**WARD IMPACTED:** City-Wide Impact

**SUBJECT:** Consideration and action to grant Workers' Compensation Settlement Authority in the amount of \$108,713 to City of Bloomington Police Officer Michael Luedtke, claim #W002773013, as requested by the Human Resources Department.

**RECOMMENDED MOTION:**

The proposed Workers' Compensation Settlement be approved.

**STRATEGIC PLAN LINK:**

-Goal 1. Financially Sound City Providing Quality Basic Services

**STRATEGIC PLAN SIGNIFICANCE:**

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

**BACKGROUND:** This is an accepted Illinois claim for injury sustained to the left knee while Officer Michael Luedtke was struggling / wrestling with a suspect on 8/24/18. Officer Luedtke was granted a disability pension on 4/7/21.

**COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED:** N/A


**FINANCIAL IMPACT:** If approved, the \$108,713 (based on 27.5% Person as a Whole) will be paid out by our Third-Party Workers Compensation Administrator from the City's escrow account.

**COMMUNITY DEVELOPMENT IMPACT:** N/A

Respectfully submitted for Council consideration.

Prepared by: Alex Rosas, Safety & Risk Manager

Reviewed by:

  
\_\_\_\_\_  
Nicole Albertson, Director of Human Resources

10/12/2021

  
\_\_\_\_\_  
Chris Tomertin, Budget Manager

10/12/2021

  
\_\_\_\_\_  
Jeffrey R. Jurgens, Corporation Counsel

10/14/2021

  
\_\_\_\_\_  
Tara Henry, Legislative Assistant & Records Manager

10/18/2021



## CONSENT AGENDA ITEM NO. 8.G

**FOR COUNCIL:** October 25, 2021

**SPONSOR:** Public Works Department

**WARD IMPACTED:** City-Wide Impact

**SUBJECT:** Consideration and action to approve a Contract Extension with Evergreen FS for fuel from November 1, 2021, through October 31, 2022, for the City's vehicles and equipment, as requested by the Public Works Department.

**RECOMMENDED MOTION:**

The proposed Contract Extension be approved.

**STRATEGIC PLAN LINK:**

-Goal 1. Financially Sound City Providing Quality Basic Services

**STRATEGIC PLAN SIGNIFICANCE:**

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

**BACKGROUND:** Public Works is recommending the approval of a contract extension with Evergreen FS, to pay for fuel for the City's vehicles and equipment from November 1, 2021, through October 31, 2022, in the amount of approximately \$1,200,000 to \$1,400,000 annually as included in the fiscal year budget. The annual extensions will be granted with City Council approval.

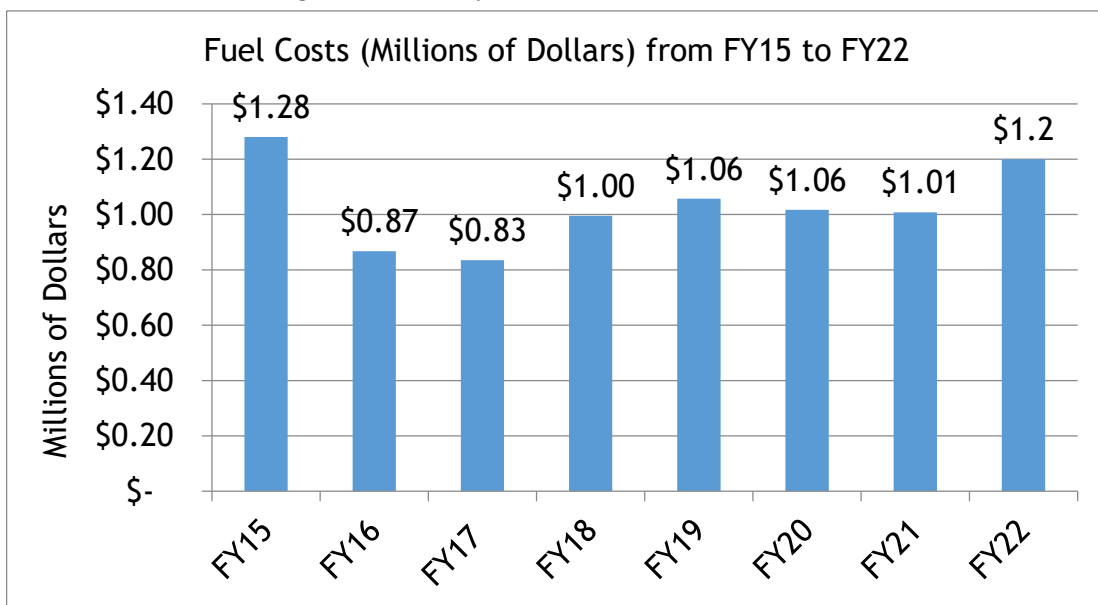
On October 28, 2019, the City contracted with Evergreen FS to supply fuel for the City's vehicle and equipment needs. This was a one-year contract that allowed for four renewals of one-year each based upon performance as evaluated by the City and mutual agreement of both parties. The contract cost per gallon markup over terminal cost (daily market) are as follows: Unleaded Gasoline with 10 percent ethanol, No. 1 diesel Fuel, No. 2 Diesel Fuel with up to 20% Bio added is \$0.03 for transport loads and \$0.20 for tank wagons; Diesel Exhaust Fuel is \$0.50 for tank wagons. LP and Kerosene will be discounted 3% from retail at the time of purchase. Evergreen FS has provided the City with the same services for the prior seven years.

The City purchases approximately 50 percent of its fuel needs through the daily market (terminal cost). The markups bid by Evergreen FS apply to these purchases. The remaining approximately 50 percent of the purchases are done through Evergreen FS's fuel risk management program. The Evergreen FS fuel risk management program (hedging) allows schools and municipalities to pool their fuel purchases for volume discounts and guaranteed fuel costs. The City will enroll in the risk management program to help remove the wide swings of fuel prices throughout the year and allow the City to budget more accurately. The markups bid by Evergreen FS do not apply to fuel purchased through the risk management program. Please see the attached City of Bloomington Fuel Strategy for additional information.



Evergreen FS has met all of the current contract specifications, which are important to the City’s ability to respond to its citizens’ needs in a natural or man-made disaster. These services include bulk fuel transport to the bulk tank at the Public Works fuel station, deliveries to various smaller fuel tanks at the parks and golf courses, emergency generators for the Water Division of the Public Works Department, Fire Stations, Grossinger Motors Arena, sewer lift pump stations, and to fire apparatus at working fires. Fuel cards are used to purchase fuel from Evergreen FS local stores when the Public Works Department garage fuel station is out of service for maintenance.

The local tank farm ensures the ability to deliver fuel from the tank farm to the City in the event of disaster. The City has used this service in past winters during big snow events when bulk fuel transports could not deliver fuel from out of town locations. Evergreen FS provides fuel storage tank sampling and testing with storage tank maintenance recommendations at no charge to the City on an annual basis.



The Public Works Department has continued to explore ways to “green” the fleet in responsible and practical manners, which is consistent with Strategic Plan and Comprehensive Plan goals. The City uses 20 percent bio-diesel and Gasoline with 10 percent Ethanol in all units that fill up at the Public Works fueling site. Bio-diesel and Ethanol are alternative, renewable fuels. The City uses biodiesel derived from soybean oil and Ethanol derived from corn. This covers most all units in the City’s Fleet. The City also has many cars and trucks that are compatible with E85 fuel. However, the City does not have an available fuel tank for this type of fuel, and off-site E85 fuel is not cost-effective at this time.

**COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A**

**FINANCIAL IMPACT:** Funds are included in the FY 2022 Budget and will be included in the FY 2023 Proposed Budget to cover the terms of the contract under the Fleet Management - Fuel Account (10016310-71070). Funds will need to be liquidated from the current FY 2022 purchase order associated with the expiring contract to apply to the new Purchase Order after all charges have been paid through October 31, 2021. The FY 2022 budget includes \$1,009,500; 6 months (November through April) estimated at 50% of the total budget or \$504,750. Therefore, it is anticipated that the new Purchase Order, through April 30, 2022,



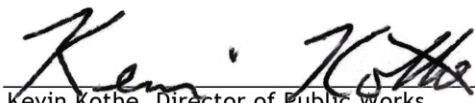
will be created for approximately \$504,750. Public Works will budget approximately \$1,200,000 to \$1,400,000 in FY 2023 for fuel purchases. Stakeholders can locate the FY 2022 Budget in the Budget Book titled "Budget Overview & General Fund" on page 316.

**COMMUNITY DEVELOPMENT IMPACT:** Goal UEW-2. Promote and facilitate energy conservation and alternate energy generation and resources, Objective UEW-2.2. Ensure at least 25% of energy comes from renewable energy sources.

Respectfully submitted for Council consideration.

Prepared by: Rob Kroner, Superintendent of Fleet Management

Reviewed by:

  
Kevin Kothe, Director of Public Works

10/11/2021

  
Carla Murillo, Procurement Manager

10/12/2021

  
Chris Tomertin, Budget Manager

10/12/2021

  
Jeffrey R. Jurgens, Corporation Counsel

10/14/2021

  
Tara Henry, Legislative Assistant & Records Manager

10/18/2021

**Attachments:**

- PW 8B Contract Extension 2019\_FY22 Fuel Contract Extension 10252021
- PW 8C Fuel Strategy\_FY22 Fuel Contract Extension 10252021

**CITY OF BLOOMINGTON  
CONTRACT WITH  
Evergreen FS  
FOR  
CITYWIDE GASOLINE & DIESEL FUEL**

**THIS AGREEMENT**, dated this 28th day of October \_\_\_\_\_, 2019, is between the City of Bloomington (hereinafter "CITY") and Evergreen FS (hereinafter "CONTRACTOR").

**NOW THEREFORE**, the parties agree as follows:

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

**Section 2. Incorporation of Bid/RFP/RFO & Proposal Terms / Prevailing Wage.** This work was subject to the following procurement initiative by the CITY: Bid #2020-18 Citwive Gasoline & Diesel Fuel (hereinafter "Request")

Accordingly, the provisions of the Request and the proposal submitted by CONTRACTOR (hereinafter collectively referred to as "Procurement Documents" and attached as Exhibit A), shall be incorporated into this Contract and made a part thereof and shall be considered additional contractual requirements that must be met by CONTRACTOR. In the event of a direct conflict between the provisions of this contract and the incorporated documents, the provisions of this contract shall apply. This contract calls for the construction of a "public work," within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/01 et seq. ("the Act"). The Act requires contractors and subcontractors to pay laborers, workers and mechanics performing services on public works projects no less than the current "prevailing rate of wages" (hourly cash wages plus amount for fringe benefits) in the county where the work is performed. The Department publishes the prevailing wage rates on its website. The Department revises the prevailing wage rates and the contractor/subcontractor has an obligation to check the Department's web site for revisions to prevailing wage rates. For information regarding current prevailing wage rates, please refer to the Illinois Department of Labor's website. All contractors and subcontractors rendering services under this contract must comply with all requirements of the Act, including but not limited to, all wage requirements and notice and record keeping duties. This includes Public Act 100-1177 which became effective on June 1, 2019.

**Section 3. Description of Services.** CONTRACTOR shall provide the services/work identified in the Procurement Documents, and specifically as follows: Citwive gasoline & diesel fuel according to the Bid Specifications. 1 year contract with 4 - one year renewals based upon performance as evaluated by the City and mutual agreement of both parties.

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

- A flat fee of \$ \_\_\_\_\_ as set forth in the Procurement Documents.
- Fees as set forth in the Procurement Documents.

**Section 5. Default and Termination.** Either party shall be in default if it fails to perform all or any part of this Contract. If either party is in default, the other party may terminate this Contract upon giving written notice of such termination to the party in default. Such notice shall be in writing and provided thirty (30) days prior to termination. The non-defaulting party shall be entitled to all remedies, whether in law or equity, upon the default or a violation of this Contract. In addition, the prevailing party shall be entitled to reimbursement of attorney's fees and court costs.

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

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

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

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

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

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

Section 12. Attorney Fees. In the event that any action is filed in relation to this agreement, the unsuccessful party in the action shall pay to the successful party, in addition to all the sums that either party may be called on to pay, a reasonable sum for the successful party's attorneys' fees.

Section 13. Paragraph Headings. The titles to the paragraphs of this agreement are solely for the convenience of the parties and shall not be used to explain, modify, simplify, or aid in the interpretation of the provisions of this agreement.

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

CITY OF BLOOMINGTON

By: [Signature]  
Its City Manager

ATTEST:  
By: [Signature]  
City Clerk

Evergreen FS

By: [Redacted]  
Its Energy Manager

By: [Redacted]  
Its Procurement & Marketing



## Robert Krones

---

**From:** Hoffman, Rob (EVERGREEN FS) <rhoffman@evergreen-fs.com>  
**Sent:** Monday, September 27, 2021 9:54 AM  
**To:** Robert Krones  
**Subject:** RE: Fuel Contract renewal

Yes Evergreen FS does agree to sell and deliver fuel to the City of Bloomington.

Rob Hoffman | Energy Department Manager | Evergreen FS, Inc. | Office: 309-585-1505 | Cell: [REDACTED]  
[REDACTED] [rhoffman@evergreen-fs.com](mailto:rhoffman@evergreen-fs.com)

This email and any files transmitted with it are confidential and are intended solely for the use of the individual or entity to whom they are addressed. If you are not the intended recipient, please notify the sender immediately.

**From:** Robert Krones <rkrones@cityblm.org>  
**Sent:** Wednesday, September 22, 2021 1:05 PM  
**To:** Hoffman, Rob (EVERGREEN FS) <rhoffman@evergreen-fs.com>  
**Subject:** Fuel Contract renewal

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The City of Bloomington is looking to exercise the 2nd renewal option on Fuel Contract with Evergreen FS. Does Evergreen FS agree to sell and deliver fuel to the City of Bloomington per the Specifications from the contract from Bid# 2020-18 Citywide Gasoline and Diesel Fuel and the addendum that was awarded through October 31, 2024 and signed on September 30, 2019 and to meet all terms and conditions set forth in the Specification and General Instructions to Bidders. Please respond to this email that will be attached to the City Council Memo.

Websense: Click [here](#) to report this email as spam.

**The Completion and Submission of This Page with the Bid Is Mandatory**

**Bid/Contract Requirements:**

1. The City is seeking bids for the **markup charged** to the per gallon price of Diesel fuel, with up to a 20% blend of bio and no-leaded gasoline with 10% ethanol delivered to the City's storage tanks.

<b>Compliance with Specifications</b>	<b>Mark Appropriate Box</b>
<b>Comply</b>	<input checked="" type="checkbox"/>
<b>Does Not Comply</b>	<input type="checkbox"/>
<b>State Variation</b>	<input type="checkbox"/>

2. The term of this contract shall be 12 months November 1, 2019 thru October 31, 2020. The City anticipates awarding the contract on October 28, 2019 for the purpose of "hedging" or the pre ordering of fuel purchases for the City's 2021 Fiscal Year with the successful bidder. This contract will have the option of four (4) one-year renewals based upon overall performance by the successful Bidder and mutual agreement of both parties. The renewals will be granted with City Council approval.

<b>Compliance with Specifications</b>	<b>Mark Appropriate Box</b>
<b>Comply</b>	<input checked="" type="checkbox"/>
<b>Does Not Comply</b>	<input type="checkbox"/>
<b>State Variation</b>	<input type="checkbox"/>

3. The Bidder shall have sufficient equipment and have access to supplies from the manufacturer so as to be able to deliver any item required in this Specification to any site at any time fuel would be needed. The tanks at the Public Service Department fuel station are accessible by fuel "Transport Tanker Trucks". All other tanks need to be accessed with "Tank Wagons". Delivery of the product may need to be made to the site at the request of the department responsible for the site at a mutually convenient time. The successful Bidder may make arrangements with any site manager to "top" any tank at the site at the convenience of the supplier.

<b>Compliance with Specifications</b>	<b>Mark Appropriate Box</b>
<b>Comply</b>	<input checked="" type="checkbox"/>
<b>Does Not Comply</b>	<input type="checkbox"/>
<b>State Variation</b>	<input type="checkbox"/>

4. The successful Bidder shall be capable of providing service twenty-four (24) hours per day, seven (7) days per week, including holidays, for emergency deliveries such as during snow removal operations, refueling fire apparatus on working fires, and any other disasters or emergencies declared by the City. The Bidder shall also be capable of "wet hosing" City vehicles/equipment when needed.

<b>Compliance with Specifications</b>	<b>Mark Appropriate Box</b>
<b>Comply</b>	<input checked="" type="checkbox"/>
<b>Does Not Comply</b>	<input type="checkbox"/>
<b>State Variation</b>	<input type="checkbox"/>

5. The successful Bidder shall supply to the City of Bloomington Fleet Management Department an emergency contact list of their employees who may be contacted for after-hours emergency deliveries. The City of Bloomington Fleet Management Department shall be notified immediately of any changes in the list. The list shall be arranged in the order that the employees should be contacted.

<b>Compliance with Specifications</b>	<b>Mark Appropriate Box</b>
<b>Comply</b>	<input checked="" type="checkbox"/>
<b>Does Not Comply</b>	<input type="checkbox"/>
<b>State Variation</b>	<input type="checkbox"/>

6. Ordering of fuel for the Public Service Department fuel station:

- A. These tanks are monitored, and ordering is done by the staff of the Fleet Management Department.
- B. After consultation, the Fleet Management Department staff will order diesel fuel appropriately blended up to B20 and blends shall be adjusted seasonally to prevent gelling. This adjustment may include any of the following: adjust the Bio Fuel rate, and addition of number 1 diesel fuel, or addition of an additive to the fuel to prevent fuel gelling. Gasoline will be ordered at this time if needed.
- C. Successful Bidder shall notify the Fleet Management Department staff on the day transport loads of fuel are ordered of the delivery time and the price per gallon for diesel fuel and gasoline.

<b>Compliance with Specifications</b>	<b>Mark Appropriate Box</b>
<b>Comply</b>	<input checked="" type="checkbox"/>
<b>Does Not Comply</b>	<input type="checkbox"/>
<b>State Variation</b>	<input type="checkbox"/>



7. The City has had excellent results with the use of B2-B20 diesel fuel for the past fifteen (15) years. The Bio Fuel to be blended with diesel fuel shall meet the following guidelines:

- A. Used cooking oil will not be allowed in the manufacturing of Bio Fuel.
- B. All Bio Fuel shall be processed by distillation.
- C. The Bio Fuel shall meet ASTM D6751, but will exceed the standard in the following area:
  - a. Glycerin content shall be less than .15%
  - b. Water & Sediment, volume, maximum shall be less than 0.025%
  - c. Copper Strip corrosion, max, 3hr@50C will be no. 1
  - d. Shall pass a 360 Sec. maximum cold soak test
  - e. Cloud point should be less than 2 Degrees C January thru March.
- D. The Bio Fuel must be filtered with a 10-micron filter prior to blending with the diesel fuel.
- E. The Bio Fuel must be injection blended into the diesel fuel.
- F. The Bidder's Bio Fuel tanks must be heated to prevent gelling and fallout.
- G. The Bio Fuel provider must be a BQ9000 producer or in the qualification process.
- H. No change of Bio Fuel provider shall be made without prior approval by the City.
- I. Bidder must provide documentation of #7C; a-d, 7D & 7E, #8, and #9 at the time of delivery. The Fleet Management Department may waive this requirement (#7 C-E with each load) after a history is established but reserves the right to re-establish the requirement or ask for spot checks of the loads.

<b>Compliance with Specifications</b>	<b>Mark Appropriate Box</b>
<b>Comply</b>	<input checked="" type="checkbox"/>
<b>Does Not Comply</b>	<input type="checkbox"/>
<b>State Variation</b>	<input type="checkbox"/>

8. If at any time during the term of this contract, the City deems it no longer economical to add Bio Fuel to the diesel fuel, then the City reserves the right to discontinue adding the Bio Fuel to the diesel fuel.

<b>Compliance with Specifications</b>	<b>Mark Appropriate Box</b>
<b>Comply</b>	<input checked="" type="checkbox"/>
<b>Does Not Comply</b>	<input type="checkbox"/>
<b>State Variation</b>	<input type="checkbox"/>

9. No-Lead Gasoline shall be as defined by the Society of Automotive Engineers (SAE) as Regular Gasoline with an Octane Rating of not less than 87 Octane.
- A. Octane Rating will be found using the Anti-Knock Index (AKI). This is the Research Octane Number (RON) plus the Motor Octane Number (MON) divided by 2 or  $(R+M)/2$ .
  - B. No-lead shall contain 10% Ethanol.

Compliance with Specifications	Mark Appropriate Box
Comply	<input checked="" type="checkbox"/>
Does Not Comply	<input type="checkbox"/>
State Variation	<input type="checkbox"/>

10. On-road #2 Ultra Low Sulfur Diesel Fuel shall have a Cetane rating of 40.0 minimum and a flash point rating of 130-degree Fahrenheit minimum. Cloud Point 14 degrees Fahrenheit maximum. Pour Point 0 degrees Fahrenheit maximum. Viscosity of 1.9 Minimum and 4.1 Maximum 104 degrees Fahrenheit.

Compliance with Specifications	Mark Appropriate Box
Comply	<input checked="" type="checkbox"/>
Does Not Comply	<input type="checkbox"/>
State Variation	<input type="checkbox"/>

11. Bidders will provide detailed specifications of their products with their bids. Specifications shall include Product Properties, ASTM Test Method used, Test Results Minimums And Maximums.

Compliance with Specifications	Mark Appropriate Box
Comply	<input checked="" type="checkbox"/>
Does Not Comply	<input type="checkbox"/>
State Variation	<input type="checkbox"/>

12. The successful Bidder shall supply all MSDS sheets for their products to the Fleet Management Department.

Compliance with Specifications	Mark Appropriate Box
Comply	<input checked="" type="checkbox"/>
Does Not Comply	<input type="checkbox"/>
State Variation	<input type="checkbox"/>



13. The successful Bidder will provide all necessary information to the City and conform to all State and Federal requirements relating to bulk storage, delivery, identification, etc. as may be required by applicable regulatory agencies.

Compliance with Specifications	Mark Appropriate Box
Comply	<input checked="" type="checkbox"/>
Does Not Comply	<input type="checkbox"/>
State Variation	<input type="checkbox"/>

14. During the term of this contract the City may install more gasoline and diesel fuel storage tanks. The successful Bidder will be kept updated as additional tanks are put into service.

Compliance with Specifications	Mark Appropriate Box
Comply	<input checked="" type="checkbox"/>
Does Not Comply	<input type="checkbox"/>
State Variation	<input type="checkbox"/>

15. The successful Bidder shall operate a local tank farm with the ability to deliver fuel from the tank farm to the City or shall provide a fueling location in the city limits of Bloomington, IL. that the City can access 24 hours a day 7 days a week including all holidays in the event of a natural or man-made disaster.

**Please list locations below:**

Route 150 Bulk Plant - 1808 Morrissey Dr. Bloomington, IL 61704
Farm Town FAST STOP - 1808 Morrissey Dr. Bloomington, IL 61704

**Please list the daily average amount of product available of no lead and diesel fuel below:**

Daily average amount of NO LEAD Fuel	~ 20,000 gal
Daily average amount of DIESEL Fuel	~ 100,000 gal

16. The successful Bidder shall employ a full-time Energy Manager available to discuss needs and fuel pricing with the City during the term of this contract.

Compliance with Specifications	Mark Appropriate Box
Comply	<input checked="" type="checkbox"/>
Does Not Comply	<input type="checkbox"/>
State Variation	<input type="checkbox"/>

17. The successful Bidder shall allow the City to 'hedge' or pre order 'wet gallons' fuel for the contract period.

Compliance with Specifications	Mark Appropriate Box
Comply	<input checked="" type="checkbox"/>
Does Not Comply	<input type="checkbox"/>
State Variation	<input type="checkbox"/>

18. The successful Bidder shall be able to perform testing of gasoline & fuel products for contamination and cleaning of the interior of the City's fuel tanks at no charge to the City.

Compliance with Specifications	Mark Appropriate Box
Comply	<input checked="" type="checkbox"/>
Does Not Comply	<input type="checkbox"/>
State Variation	<input type="checkbox"/>

19. Successful Bidder shall provide the City with a method to purchase fuel from local retail pumps, i.e. fuel cards or other methods acceptable to the City.

Compliance with Specifications	Mark Appropriate Box
Comply	<input checked="" type="checkbox"/>
Does Not Comply	<input type="checkbox"/>
State Variation	<input type="checkbox"/>

20. Successful Bidder shall provide bulk deliveries of Diesel Exhaust Fluid (DEF Fluid) to any of the City's bulk storage DEF tanks. DEF Fluid must have 32.5% Urea and 67.5% distilled water.

Compliance with Specifications	Mark Appropriate Box
Comply	<input checked="" type="checkbox"/>
Does Not Comply	<input type="checkbox"/>
State Variation	<input type="checkbox"/>

## CHART OF TANK SIZES, TYPE AND LOCATIONS

Current as of September 2019

Fuel tank sizes and locations to refuel fleet vehicles and equipment:

### Public Service Department - 401 S. East St.

One - Diesel 10,000 gal. UST  
One - Gasoline **unleaded** 6,000 gal. UST

Fleet Management Department places the orders for these two tanks

### Bloomington Water Department at Lake Bloomington

One - Gasoline 500 gal. AST Lake Bloomington Water Treatment Plant  
One - On Road Diesel 500 gal. AST Lake Bloomington Water Treatment Plant

These two tanks are normally on a keep filled basis

### Parks and Golf Courses

One - On Road Diesel	500 gal. AST	Forrest Park Maintenance Facility
One - Gasoline	500 gal. AST	Forrest Park Maintenance Facility
One - Off Road Diesel	500 gal. AST	Highland Golf Course
One - Gasoline	500 gal. AST	Highland Golf Course
One - Off Road Diesel	500 gal. AST	Prairie Vista Golf Course
One - Gasoline	500 gal. AST	Prairie Vista Golf Course
One - Gasoline	300 gal. AST	Prairie Vista Golf Course
One - Off Road Diesel	500 gal. AST	The Den Golf Course
One - Gasoline	500 gal. AST	The Den Golf Course

These fuel tanks are normally on a "keep filled" basis.

### Emergency Generators

The City also has many emergency generators at various locations in the Bloomington/Normal area and at Lake Bloomington for emergency operations. The successful Bidder will receive the list of emergency generators after the award of the contract. All emergency generators are accessible by tank wagons. Some emergency generators are on keep fill, but most have fuel ordered as needed by city staff.

### Renewal Options

1<sup>st</sup> Renewal: November 1, 2020 through October 31, 2021  
2<sup>nd</sup> Renewal: November 1, 2021 through October 31, 2022  
3<sup>rd</sup> Renewal: November 1, 2022 through October 31, 2023  
4<sup>th</sup> Renewal: November 1, 2023 through October 31, 2024



**BID FORM  
 BID # 2020-18  
 CITYWIDE GASOLINE AND DIESEL FUEL**

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

The cost of all labor, material, and equipment necessary for the completion of the work itemized, even though not shown or specified, shall be included in the unit price for the various items shown hereon. The City of Bloomington reserves the right to increase or decrease the quantity of any item or omit items as deemed necessary, and the same shall in no way affect or make void the contract. When increases or decreases are made, appropriate additions or deductions from the contract total price will be made at the stipulated unit price.

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

We further agree to complete all of the above work in a complete, neat, and workmanlike manner. Contractors shall not pay less than the prevailing rates of wages to all laborers, workmen, and mechanics performing work under this contract, and shall comply with the requirements of the Illinois Prevailing Wage Act (820 ILCS 130/1-12) including Public Act 100-1177 effective June 1, 2019.

<b>Product</b>	<b>Markup Cents Per Gallon</b>	
	Transport	Tank Wagon
Unleaded gasoline with 10% ethanol	\$ <u>0.03</u>	\$ <u>0.20</u>
No. 1 Diesel Fuel	\$ <u>0.03</u>	\$ <u>0.20</u>
No. 2 Diesel Fuel	\$ <u>0.03</u>	\$ <u>0.20</u>
No. 2 Diesel Fuel, 5%	\$ <u>0.03</u>	\$ <u>0.20</u>
No. 2 Diesel Fuel, 11%	\$ <u>0.03</u>	\$ <u>0.20</u>
No. 2 Diesel Fuel, 20%	\$ <u>0.03</u>	\$ <u>0.20</u>
Diesel Exhaust Fluid (DEF Fluid)		\$ <u>0.50</u>

**Bid Form Continued on next page**

**BID FORM cont.**

**BID # 2020-18**

**CITYWIDE GASOLINE AND DIESEL FUEL**

<b>Product</b>	<b>Discount from Retail at the time of purchase</b>
LP	<u>3</u> %
Kerosene	<u>3</u> %

We, the undersigned, agree to sell and deliver fuel to the City of Bloomington per the Specification, from contract award through **October 31, 2024**, at the terminal price plus the above listed bid markup, plus applicable State and Federal taxes, and to meet the conditions set forth in the Specifications and General Instructions to Bidders.

Evergreen FS, Inc.  
Firm

402 N. Hershey Rd.  
Address

309-657-8862  
Phone Number

Email Address: mstevenson@evergreen-fs.com  
rhoffman@evergreen-fs.com



Authorized Signature

Bloomington FL 61704  
City State Zip

9/30/19  
Date

## CITY OF BLOOMINGTON FUEL STRATEGY

Purchase approximately 50% of yearly fuel in the Evergreen FS Risk Management Program. Take delivery of fuel 50% of monthly use each month. Buy the remaining 50% each month on the market. Decide when to use Program fuel and when to buy fuel off the market each month, based on fuel prices and trends for the month.

### **Risk Management Program**

The goal of this program is to reduce risk by locking in fuel prices during a time frame that historically offers fuel oil prices that are at a low point for the year. This program pools fuel from multiple users to get a volume discount.

Users must be enrolled by mid-December to participate and receive fuel from February 1st to January 30th of the following year. Evergreen takes the total gallons enrolled in the program and buys equal amounts of fuel on select trading days from December 1st thru January 30th for each month of the year. The product price is averaged and applied to each month plus applicable State and Federal taxes, and \$0.03 Transport or \$0.20 Tank Wagon per gallon as per our current contract with Evergreen FS. The product price for diesel exhaust fuel is \$0.50 Tank Wagon per gallon under the same contract.

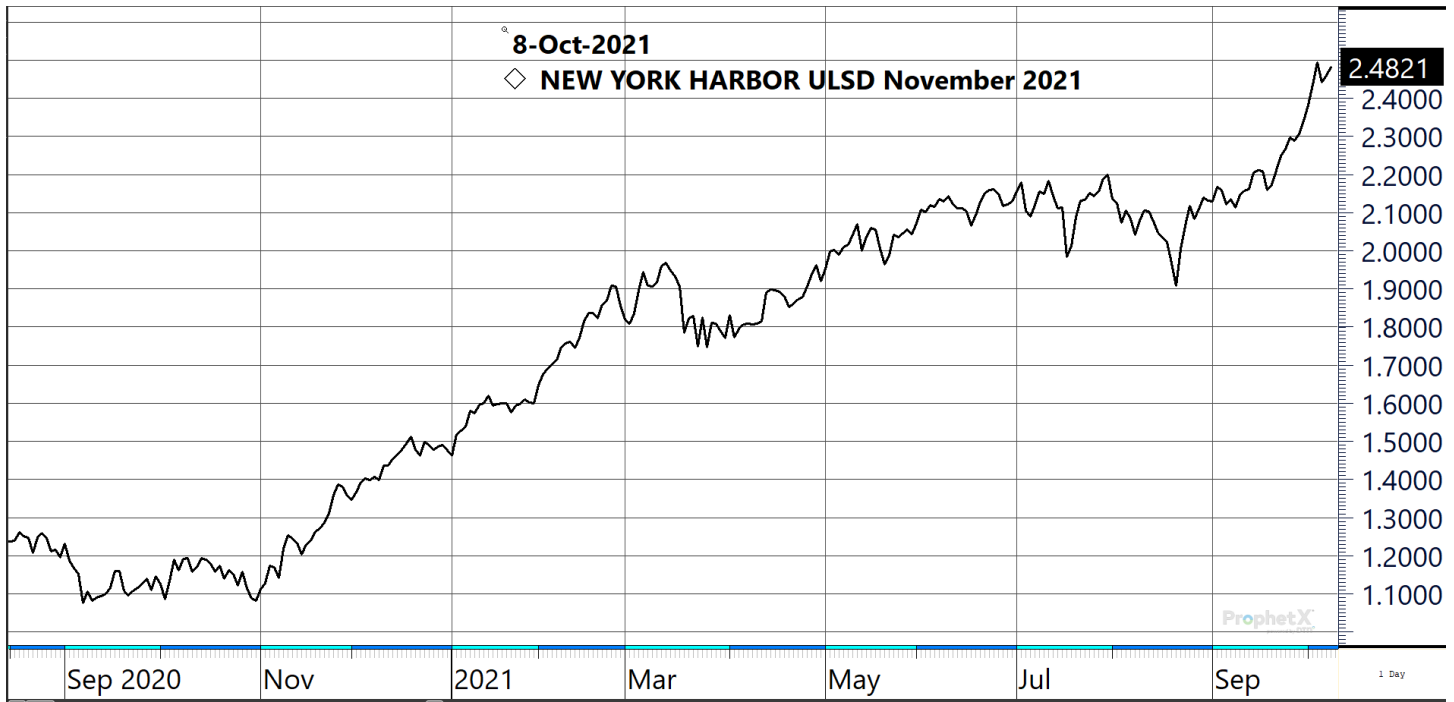
### **Other agencies that use Risk Management Program**

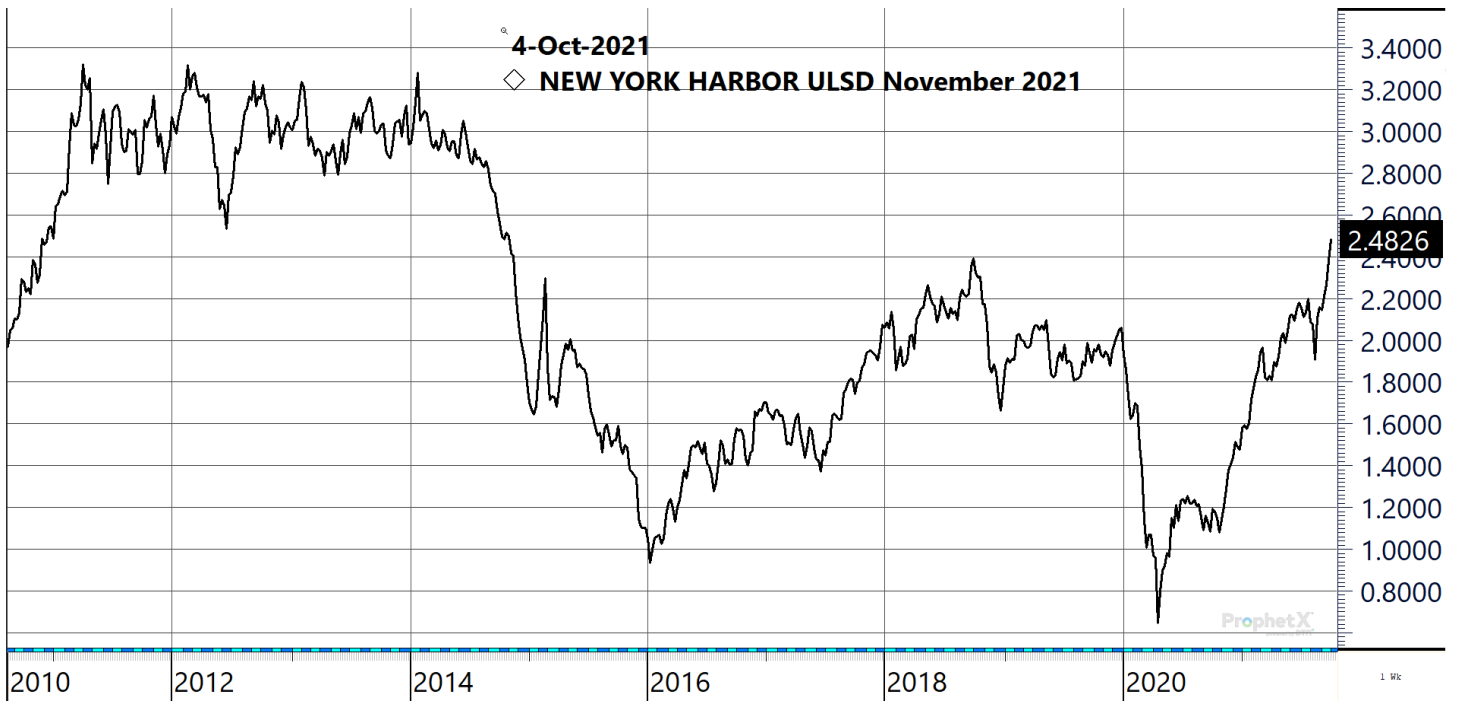
District 87, Unit 5, Olympia, Heyworth, Clinton, Fieldcrest, Town of Normal. This past year, the City placed 50% of their gallons in this program and left the other 50% to purchase at market price which allows for diversity in their fuel purchases. This strategy works well as there are periods when the market price is lower than the contract price, and this allows for a lower average price for the month. Currently the contract price on the Risk Manager Program is averaging higher than the market price due to the Pandemic. Although the hope is that the program price is better than the market price as an average, the main objective is to remove the wide swings of the fuel prices throughout the year, and allow the City to budget more accurately and consistently.

### **Contract with Evergreen FS**

- Services with FS
  - Contracting Fuels
  - Tank wagons fuel working fire trucks, tank farm in town
  - Bio Diesel purity
  - Tank sampling water, microbes
  - Market updates daily

Historical fuel price trends over the last 30 years indicated that fuels should be purchased in the months of November thru December for the following year as shown on the chart below. In the last 5 years, price trends indicate that fuels should be purchased in January and February. As the world economy continues to improve, crude oil costs will increase.









## CONSENT AGENDA ITEM NO. 8.H

**FOR COUNCIL:** October 25, 2021

**SPONSOR:** Public Works Department

**WARD IMPACTED:** Ward 1, Ward 2

**SUBJECT:** Consideration and action to approve a Professional Services Contract with Hutchison Engineering, LLC., in the amount not to exceed \$95,555, for preliminary engineering services for the extension of the Constitution Trail from Lafayette Street to Hamilton Road utilizing RFQ #2019-34, as requested by the Public Works Department.

**RECOMMENDED MOTION:**

The proposed Contract be approved.

**STRATEGIC PLAN LINK:**

- Goal 4. Strong Neighborhoods
- Goal 2. Upgrade City Infrastructure and Facilities

**STRATEGIC PLAN SIGNIFICANCE:**

- Objective 4e. Strong partnership with residents and neighborhood associations
- Objective 2a. Better quality roads and sidewalks

**BACKGROUND:** Public Works is recommending the approval of a Professional Services Contract with Hutchison Engineering, LLC. The contract is for professional engineering services for the extension of the Constitution Trail, from Lafayette Street to Hamilton Road. The contract is in the amount not to exceed \$95,555.

The proposed project will:

- ❖ Provide an extension of Constitution Trail that will connect users to Downtown Bloomington, parks, businesses, residential areas in the west and south portions of the City, and the Hamilton Road east-west corridor;
- ❖ Provide a safe place for pedestrians and bicyclists to navigate across Veterans Parkway (I-55 Business);
- ❖ Facilitate infill commercial and residential development as advocated in the Comprehensive Plan;
- ❖ Install upon completion approximately 4,700 linear feet of new 10-foot-wide, multi-use path from Lafayette Street to connect to existing path along Hamilton Road;
- ❖ Complete two high-priority projects recommended in the Bicycle Master Plan and included in the McLean County Regional Planning Commission's Long-Range Transportation Plan; and
- ❖ Improve upon the original Bicycle Master Plan recommendation for the section along Bunn Street by providing a path separate from the roadway, rather than paved shoulders and sidewalk only.

In October 2020, the City applied for an Illinois Department of Transportation (IDOT) Illinois Transportation Enhancement Program (ITEP) grant. The City was notified in June 2021 that

the project was not selected to receive ITEP funding. ITEP grants are typically announced on a every other year cycle, pending funding availability. Obtaining an approved Phase I Project Development Report (PDR) should position the City in a more favorable light to receive ITEP funds in the next cycle.

The goal of the Phase I preliminary engineering work to be performed by Hutchison Engineering is to obtain an approved IDOT PDR. The PDR looks at where the proposed multi-use path will be sited within the existing topography, conceptually addresses drainage and safety concerns, obtains environmental clearances, determines the number of right-of-way/easements, and allows for public feedback on the preliminary design.

Phase I preliminary engineering is the first phase for IDOT qualified projects. Phase II is the next phase and consists of final design and development of plans, specifications, and estimates. Phase III is the last phase and consists of construction. Phase II and Phase III will be determined at a later date as grant and local funding becomes available.

Public Works is recommending selection of a qualified vendor from the Multi-Year Professional Architectural and Engineering Services RFQ 2019-34, Transportation category. Through Resolution 2019-18, the City Council approved a list of prequalified vendors for Architectural and Engineering Services. Resolution 2019-18 established eight categories of services and identified qualified vendors to provide services in each category. City staff reviewed the seven engineering firms under the Transportation category, which is the key design service of the project as described above and determined Hutchison Engineering to be the most qualified firm to do the work. Based on Hutchison Engineering's selection under RFQ 2019-34 and their experience with similar transportation projects, Hutchison Engineering was asked to submit a proposal for scope and fees associated with performing Phase I Preliminary Engineering for the Constitution Trail Extension Project. The vendor chosen for this project utilized a qualifications-based selection process and, therefore, the City's local preference policy does not apply.

**COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED:** On September 15, 2020, the Transportation Commission reviewed the project and unanimously approved a motion to recommend that staff move forward with constructing the Constitution Trail Southeast Extension, Lafayette Street to Hamilton Road, contingent upon funding availability.

Similarly, on September 23, 2020, the Planning Commission reviewed the project and unanimously approved a motion to accept and acknowledge the Constitution Trail Southeast Expansion Project: Lafayette Street to Hamilton Road, recommended by City staff.

A public meeting will be held during the Phase I Preliminary Engineering as a part of the requirements to obtain an approved Project Development Report.

**FINANCIAL IMPACT:** If approved, the not to exceed amount of \$95,555 would be paid out of the Capital Improvements-Architectural & Engineering Services for Capital account (40100100-70051). Although budgeted for \$85,000, the Capital Improvement Fund has sufficient budgeted dollars and fund balance available to cover the additional \$10,555. If necessary, at year end after expenses are incurred, a budget amendment may be brought back to City Council for consideration. As with equipment purchases, some projects cost may be slightly over or under their respective budgeted amounts. The Finance Department tracks these variances.

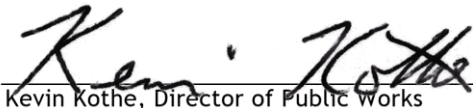
Stakeholders can locate this in the FY 2022 Budget Book titled “Other Funds & Capital Improvement” on pages 75, 77, 214, 228, 249 and 250.

**COMMUNITY DEVELOPMENT IMPACT:** Goal TAQ-1. A safe and efficient network of streets, bicycle- pedestrian facilities and other infrastructure to serve users in any surface transportation mode, Objective TAQ-1.3. Safe and efficient off-road bicycle trails integrated with direct on-road routes, connecting residential areas to activity centers, developing areas and all other modes of transportation.

Respectfully submitted for Council consideration.

Prepared by: Craig Shonkwiler, City Engineer

Reviewed by:



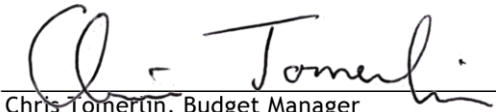
Kevin Kothe, Director of Public Works

10/11/2021



Carla Murillo, Procurement Manager

10/11/2021



Chris Tomerlin, Budget Manager

10/12/2021



Jeffrey R. Jurgens, Corporation Counsel

10/14/2021



Tara Henry, Legislative Assistant & Records Manager

10/21/2021

**Attachments:**

- PW 1B Contract\_Constitution Trail Preliminary Engineering Contract 10252021
- PW 1C Location Map\_Constitution Trail Preliminary Engineering Contract 10252021

**CITY OF BLOOMINGTON CONTRACT WITH  
HUTCHISON ENGINEERING, INC  
FOR PROFESSIONAL SERVICES FOR  
CONSTITUTION TRAIL - LAFAYETTE ST TO HAMILTON RD**

**THIS AGREEMENT**, dated this 25th day of October \_\_\_\_\_, 2021, is between the City of Bloomington (hereinafter "CITY") and HUTCHISON ENGINEERING, 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: Not applicable

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

HUTCHISON ENGINEERING, INC

By: \_\_\_\_\_  
Its City Manager

By:   
Its Vice President

ATTEST:

By: \_\_\_\_\_  
City Clerk

By:   
Its Asst Secretary / Sr. Vice Pres.

**HUTCHISON ENGINEERING, INC.**  
**CITY OF BLOOMINGTON**  
**CONSTITUTION TRAIL – LAFAYETTE ST. TO HAMILTON ROAD**  
**EXHIBIT A - SCOPE OF SERVICES – 10/5/21**

Whereas the City of Bloomington (City) has engaged Hutchison Engineering, Inc. (Contractor), to provide professional engineering to complete Phase I Project Development Report (PDR) engineering for a proposed multi-use path between Lafayette St. and Hamilton Road. Hutchison Engineering, Inc. agrees to provide the services described in the ensuing paragraphs.

**SERVICES:** Hutchison Engineering's scope of services will be limited to the following:

**1.0 SCOPING**

- 1.1 The Project Manager and Project Engineer will make an initial site visit.
- 1.2 The design team will attend a kick-off/scoping meeting with the City.

**2.0 DATA COLLECTION**

- 2.1 Existing ROW/Easement plats will be collected from McLean County.
- 2.2 Collect all adjacent property owner's names and addresses from the City.
- 2.3 Collect traffic data and determine functional classifications.
- 2.4 Survey
  - 2.4.1 Design staff will analyze drone survey (provided by the City) and make a site visit to determine amount of pickup survey required.
  - 2.4.2 Field Survey to pick up items not captured by the drone survey.
  - 2.4.3 Boundary survey to determine property lines for use in determining ROW needs. Plats will be developed in Phase II.
  - 2.4.4 Coordinate with Sanitary District regarding constructing path over sanitary main on the west side of Bunn St. between A Ave. and Hamilton Rd.
- 2.5 Utility Coordination
  - 2.5.1 Design JULIE to determine location of existing utilities.
  - 2.5.2 Determine potential utility conflicts and develop plan to mitigate conflicts.

**HUTCHISON ENGINEERING, INC.**  
**CITY OF BLOOMINGTON**  
**CONSTITUTION TRAIL – LAFAYETTE ST. TO HAMILTON ROAD**  
**EXHIBIT A - SCOPE OF SERVICES – 10/5/21**

2.5.3 Write analysis for PDR.

**3.0 ENVIRONMENTAL COORDINATION**

3.1 Develop and submit Environmental Survey Request (ESR) including attachments to IDOT for processing. Attachments include maps and photo logs.

3.2 Conduct a Preliminary Environmental Site Assessment (PESA). It is anticipated Preliminary Site Investigations (PSIs) will be required. PSIs will be included in Phase II once the number of sites are determined in the PESA.

3.3 Coordinate with IDOT on ESR findings.

3.4 Write analysis for PDR.

**4.0 TREE IMPACT SURVEY**

4.1 Identify trees impacted by the construction limits.

4.2 Tabulate tree removal by location & size.

4.3 Coordinate with City and IDOT.

4.4 Write analysis for PDR.

**5.0 CRASH ANALYSIS**

5.1 Review and tabulate crash data.

5.2 Determine crash rates and compare to statewide averages.

5.3 Investigate high accident locations.

5.4 Write analysis for PDR.

**6.0 TRAFFIC MANAGEMENT ANALYSIS**

6.1 Develop traffic control plan.



**HUTCHISON ENGINEERING, INC.**  
**CITY OF BLOOMINGTON**  
**CONSTITUTION TRAIL – LAFAYETTE ST. TO HAMILTON ROAD**  
**EXHIBIT A - SCOPE OF SERVICES – 10/5/21**

6.2 Write analysis for PDR.

**7.0 PUBLIC INVOLVEMENT**

7.1 Develop exhibits for public meeting/open house.

7.2 Develop public meeting notification and coordinate publishing in local newspaper.

7.3 Develop fact sheet/comment sheet.

7.4 Coordinate and attend one meeting.

7.5 Review and summarize public comments.

7.6 Follow up on public comments.

7.7 Write summary for PDR.

**8.0 HORIZONTAL AND VERTICAL ALIGNMENTS**

8.1 Develop horizontal alignment options for discussion with the City.

8.1.1 Develop multiple options for the house close to Bunn St., south of Veterans Parkway.

8.2 Develop vertical alignment options for discussion with the City.

8.3 Discuss alignments with the City.

8.4 Finalize alignments.

8.5 Develop write-up for PDR.

**9.0 TYPICAL SECTIONS**

9.1 Develop preliminary typical sections for discussion with the City.

9.2 Discuss typical sections with the City.

9.3 Finalize typical sections.

**HUTCHISON ENGINEERING, INC.**  
**CITY OF BLOOMINGTON**  
**CONSTITUTION TRAIL – LAFAYETTE ST. TO HAMILTON ROAD**  
**EXHIBIT A - SCOPE OF SERVICES – 10/5/21**

9.4 Develop write-up for PDR.

**10.0 PLAN AND PROFILE SHEETS**

10.1 Develop plan and profile sheets for inclusion in PDR.

**11.0 CROSS SECTIONS**

11.1 Develop existing and proposed cross sections for inclusion in PDR. Cross sections will be developed at 50' intervals and at entrances and side roads.

11.2 Analyze cross sections and adjust to facilitate drainage.

**12.0 AMERICAN WITH DISABILITY ACT (ADA) DETAILS**

12.1 Analyze ADA ramps at each street crossing to determine feasibility within ROW.

12.2 Write analysis for PDR.

**13.0 LIGHTING AND SECURITY CAMERA PLAN**

13.1 Develop preliminary lighting layout for section of path on Bunn St. from south of Easy St. to Hamilton Road.

13.2 Develop preliminary plan for lighting and security cameras along path under Veterans Parkway.

**14.0 CONSTRUCTION LIMITS/RIGHT-OF-WAY**

14.1 Analyze cross sections to determine right-of-way/easement needs.

14.2 Tabulate properties and ROW/Easement amounts for specific properties.

14.3 Develop write-up for PDR.

14.4 ROW/Easement plats will be developed in Phase II once the number of required plats are determined.

**HUTCHISON ENGINEERING, INC.**  
**CITY OF BLOOMINGTON**  
**CONSTITUTION TRAIL – LAFAYETTE ST. TO HAMILTON ROAD**  
**EXHIBIT A - SCOPE OF SERVICES – 10/5/21**

**15.0 DESIGN VARIANCES**

- 15.1 Identify design variances.
- 15.2 Submit design variances to IDOT for review and approval.
- 15.3 Write summary for PDR.

**16.0 CONSTRUCTION COST ESTIMATE**

- 16.1 Develop multiple construction cost estimates for various alignments.
- 16.2 Finalize construction cost estimate for inclusion in PDR.

**17.0 COORDINATION MEETINGS**

- 17.1 Prepare for and attend meeting with the City to discuss preliminary alignments and typical sections.
- 17.2 Prepare for and attend coordination meetings with City as needed.
- 17.3 IDOT/FHWA Bi-Monthly Coordination Meeting.
  - 17.3.1 Develop forms and exhibits for submittal to IDOT.
  - 17.3.2 Attend one meeting.
  - 17.3.3 Develop meeting minutes, submit to IDOT for review and approval, and include in PDR.

**18.0 LOCAL PROJECT DEVELOPMENT REPORT**

- 18.1 Develop PDR for submittal to City and IDOT for review and approval.
  - 18.1.1 Develop BLR 22210
  - 18.1.2 Develop Project Location Map.
  - 18.1.3 Compile exhibits, correspondence, and documentation

**HUTCHISON ENGINEERING, INC.**  
**CITY OF BLOOMINGTON**  
**CONSTITUTION TRAIL – LAFAYETTE ST. TO HAMILTON ROAD**  
**EXHIBIT A - SCOPE OF SERVICES – 10/5/21**

**18.2** Draft PDR

**18.2.1** Print, bind and submit to City and IDOT for review.

**18.2.2** Review City and IDOT review comments and develop disposition of comments.

**18.2.3** Revise PDR to incorporate City and IDOT comments.

**18.3** Final PDR

**18.3.1** Obtain City signatures.

**18.3.2** Print, bind and submit to IDOT for approval.

**19.0 QC/QA REVIEW**

**19.1** Perform QC/QA reviews at critical points of the Phase I process including preliminary typical sections and alignments, draft PDR and final PDR.

**20.0 ADMINISTRATION**

**20.1** General project management including design project team meetings.

**20.2** General firm project administration

**21.0 INTERGOVERNMENTAL AGREEMENT**

**21.1** Coordinate with IDOT and Railroad Representatives for location of path and lighting/security cameras at Veterans Parkway Bridge.

**21.2** Assist with the development of Intergovernmental Agreement between the City and IDOT.



**Exhibit A - Work Hours**  
**CONSTITUTION TRAIL - LAFAYETTE ST. TO HAMILTON ROAD (Approx. 4,700')**  
**CITY OF BLOOMINGTON**

**PHASE I**

**DIRECT LABOR**

WORK ITEM	Principal	Project Manager	Eng V	Eng IV	Eng III	Eng II	Eng I	Eng Tech VI	Eng Tech V	Eng Tech IV	Eng Tech III	Eng Tech II	Eng Tech I	Total
<b>1.0 Scoping</b>														0
Initial Site Visit		4		4										8
Kick-off Meeting w/ Client		2		2										4
<b>2.0 Data Collection</b>														0
Existing ROW/Easement plats will be collected from McLean County									4					4
Collection & Review of Existing As-Built Plans									2					2
Property Owner Names & Addresses									2					2
Collect traffic data and determine functional classifications.														0
Survey														0
Design staff will analyze drone survey (provided by City) and make a site visit to determine amount of pickup survey required.							4							4
Field Survey to pick up items not captured by the drone survey.											20		20	40
Locate property pins to determine property lines for use in determining ROW needs. Plats will be developed in Phase II.											24		24	48
Coordinate w/ Sanitary District regarding constructing path over sanitary main				4			4							8
Utilities														0
Design JULIE									1					1
Contacting Utility Companies to Request Plans									1					1
Utilities (Private & Public) on plan sheets (8 sheets)									24					24
Write Analysis for PDR							1							1
Functional Classification/ADT							0.5							0.5
Collect & Review City Standards							0.5							0.5
Determine Design Criteria							1							1
<b>3.0 Environmental Coordination</b>														0
Environmental Survey Request Form							4							4
Project Location Map							1							1
IHPA Map							1							1
USGS Map							1							1
Photo Log							4							4
NWI Map							1							1
ESR Limit Design File							4							4
PESA					40									40
ESR Finding Coordination				2			2							4
Write Analysis for PDR							1							1
<b>4.0 Tree Impact Survey</b>														0
Identify trees Impacted by Construction limits							2							2
Tabulate Tree Removal by Location/Size							2							2
Coordination with City/IDOT				1										1
Write Analysis for PDR							1							1
<b>5.0 Crash Analysis</b>														0
Review and Tabulate Crash Data							2							2
Determine Crash Rates & Compare to Statewide Averages							2							2
Investigate High Accident Locations							2							2
Write Analysis for PDR							1							1
<b>6.0 Traffic Maintenance Analysis</b>														0
Develop Traffic Control Plan				1			4							5
Write Analysis for PDR							1							1
<b>7.0 Public Involvement</b>														0
Public Information Meeting/Open House														0
Develop Advertisement for Local Circulation/Public Notification				1										1
Notification Letter to all Adjacent/Impacted Property Owners				1			1							2
Develop Fact Sheet & Comment Sheet				2			2							4
Develop Exhibits							12		12					24
Coordinate/Attend One Meeting		8		8										16
Review & Summarize Comments				2			4							6
Comment Follow-Up				2			4							6
Write Analysis for PDR							1							1
<b>8.0 Horizontal &amp; Vertical Alignment</b>														0
Develop horizontal alignment options for discussion with City.				2			14							16
Develop multiple options for house close to Bunn St. south of Veterans Parkway				2			6							8
Develop vertical alignment options for discussion with City.				2			14							16
Discuss alignments with City.		1		1										2
Finalize alignments.							4							4
Develop write-up for PDR.							1							1
<b>9.0 Typical Sections</b>														0
Existing Typical Sections									2					2
Proposed Typical Sections				1			1		2					4
Discuss Typical Sections with City		1		1										2
Finalize typical sections.							1							1



Develop write-up for PDR.								1						1
<b>10.0 Plan &amp; Profile Sheets</b>														0
Develop plan and profile sheets for inclusion in PDR. (8 sheets)			4					24		36				64
<b>11.0 Cross Sections</b>														0
Develop existing and proposed cross sections for inclusion in PDR. (104 Cross Sections)			2					36		24				62
Analyze cross sections and adjust to facilitate drainage.								12						12
<b>12.0 American with Disabilities Act (ADA) Details</b>														0
Ramp Details/Sheets														0
Analyze ADA ramps at street crossings. (7 ramps)								16		8				24
Write analysis for PDR.								1						1
<b>13.0 Lighting &amp; Security Plan</b>														0
Develop preliminary lighting layout for section of path on Bunn St. from south of Easy St. to Hamilton Road.			2					14						16
Develop preliminary plan for lighting and security cameras along path under Veterans Parkway.			2					14						16
<b>14.0 Construction Limits/Right-of-Way</b>														0
Analyze cross sections to determine right-of-way/easement needs.			1					4						5
Tabulate properties and ROW/Easement amounts for specific properties.								3						3
Develop write-up for PDR.								1						1
<b>15.0 Design Variances</b>														0
Identify Design Variances			1					1						2
Fill Out & Submit IDOT Form								1						1
Coordination w/ IDOT			2											2
Write Analysis for PDR								1						1
<b>16.0 Construction Cost Estimate</b>														0
Identify Pay Items								4						4
Calculate & Check Quantities								24		8				32
Determine Unit Prices								4						4
Develop multiple cost estimates for various alignments			2					4						6
Finalize Cost Estimate for inclusion in PDR			1					1						2
<b>17.0 Coordination Meetings</b>														0
Prepare for and attend meeting with City to discuss preliminary alignments and typical sections.		2		2										4
Prepare for and attend coordination meetings with City as needed.		2		2										4
IDOT/FHWA Bi-Monthly Coordination Meeting.														0
Develop forms and exhibits for submittal to IDOT.				2										2
Attend one meeting.		2		2										4
Develop meeting minutes, submit to IDOT for review and approval, and include in PDR.				2										2
<b>18.0 Local Project Development Report</b>														0
Develop PDR for submittal to City and IDOT for review and approval.														0
Cover Sheet & Table of Contents								1						1
Form BLR 22210								2						2
Project Location Map								1						1
Compile Exhibits & Correspondence/Documentation								1						1
Draft PDR														0
Combine PDR into Portable Document Format (PDF)								1						1
Print, Bind, and Submit to City & IDOT								1						1
Review Comments & Develop Disposition of Comments				2				2						4
Revise PDR to incorporate City and IDOT comments.								8						8
Final PDR														0
Obtain City Signatures								0.5						0.5
Combine PDR into Portable Document Format (PDF)								0.5						0.5
Print, Bind, and Submit to City & IDOT								1						1
<b>19.0 QC/QA Review</b>														0
Utility Location/Conflict Review			2											2
Horizontal & Vertical Alignment			2											2
Typical Sections			1											1
Cross Sections			4											4
PDR			4											4
<b>20.0 Administration</b>														0
General Project Management			8		8			8						24
Administration	4		8		8			8	4				4	36
<b>21.0 Intergovernmental Agreement</b>														0
Coordinate with IDOT & Railroad Reps			2		8									10
Assist with the development Intergovernmental Agreement between the City and IDOT					2									2
<b>Phase I Hour Totals</b>	4	53	0	94	40	0	313	4	126	0	44	0	48	726
<b>Hourly Rates</b>	\$78.00	\$71.71	\$60.58	\$51.71	\$43.58	\$39.18	\$29.48	\$50.74	\$44.82	\$39.23	\$33.88	\$30.50	\$25.28	
<b>Total Phase I Direct Labor</b>	\$312	\$3,801	\$0	\$4,861	\$1,743	\$0	\$9,227	\$203	\$5,647	\$0	\$1,491	\$0	\$1,213	\$28,498

**DIRECT COSTS**

ITEM	Quantity	Unit	Rate	Total
Mileage				
Field Checks	180	Miles	\$0.560	\$100.80
Meetings	270	Miles	\$0.560	\$151.20
Survey	500	Miles	\$0.560	\$280.00
Daily Vehicle Rate		Days	\$65.00	\$0.00
Per Diem		Days	\$48.000	\$0.00
Lodging		Days	\$75.000	\$0.00
Copies	1	L Sum	\$50.000	\$50.00
Postage	1	L Sum	\$100.000	\$100.00
CADD	300	Hours	\$15.000	\$4,500.00
Robot	5	Days	\$100.000	\$500.00
GPS	2	Days	\$200.00	\$400.00
<b>Total In House Direct Costs (IHDC)</b>				<b>\$6,082.00</b>

**SERVICES BY OTHERS**

ITEM	Quantity	Unit	Rate	Total
<b>Total Services By Others</b>				<b>\$0.00</b>

**TOTAL PHASE I COMPENSATION**

Direct Labor	\$28,498.25
In House Direct Costs (IHDC)	\$6,082.00
Services By Others (SBO)	\$0.00
Overhead (1.8096)	\$51,570.43
Fixed Fee	\$9,404.42
<b>Total Phase I Compensation</b>	<b>\$95,555</b>

**EXHIBIT B**  
**PAYMENT TERMS**

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

2. The CITY agrees to pay the CONTRACTOR:

(a) For progressive payments - Upon receipt of monthly invoices from the CONTRACTOR and the approval thereof by the CITY, monthly payments for the work performed shall be due and payable to the CONTRACTOR, such payments to be equal to the value of the partially completed work minus all previous partial payments made to the CONTRACTOR.

(b) Final payments - Upon approval of the work by the CITY but not later than 60 days after the work is completed and reports have been made and accepted by the CITY a sum of money equal to the basic fee as determined in the AGREEMENT less the total of the amount of partial payments paid to the CONTRACTOR shall be due and payable to the CONTRACTOR.

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

Method of Compensation: Cost plus Fixed Fee

Total Compensation = DL+DC+OH+FF

Where:

DL is the total Direct Labor,

DC is the total Direct Cost,

OH is the firm's overhead rate applied to their DL and

FF is the Fixed Fee.

Where  $FF = (0.33 + R)DL + \%SubDL$ , where R is the agreed to Complexity Factor and %

SubDL is 10% profit allowed on the direct labor of the subconsultants.

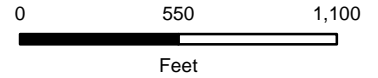
The Fixed Fee cannot exceed 15% of the DL+OH.

Complexity Factor = 0.0

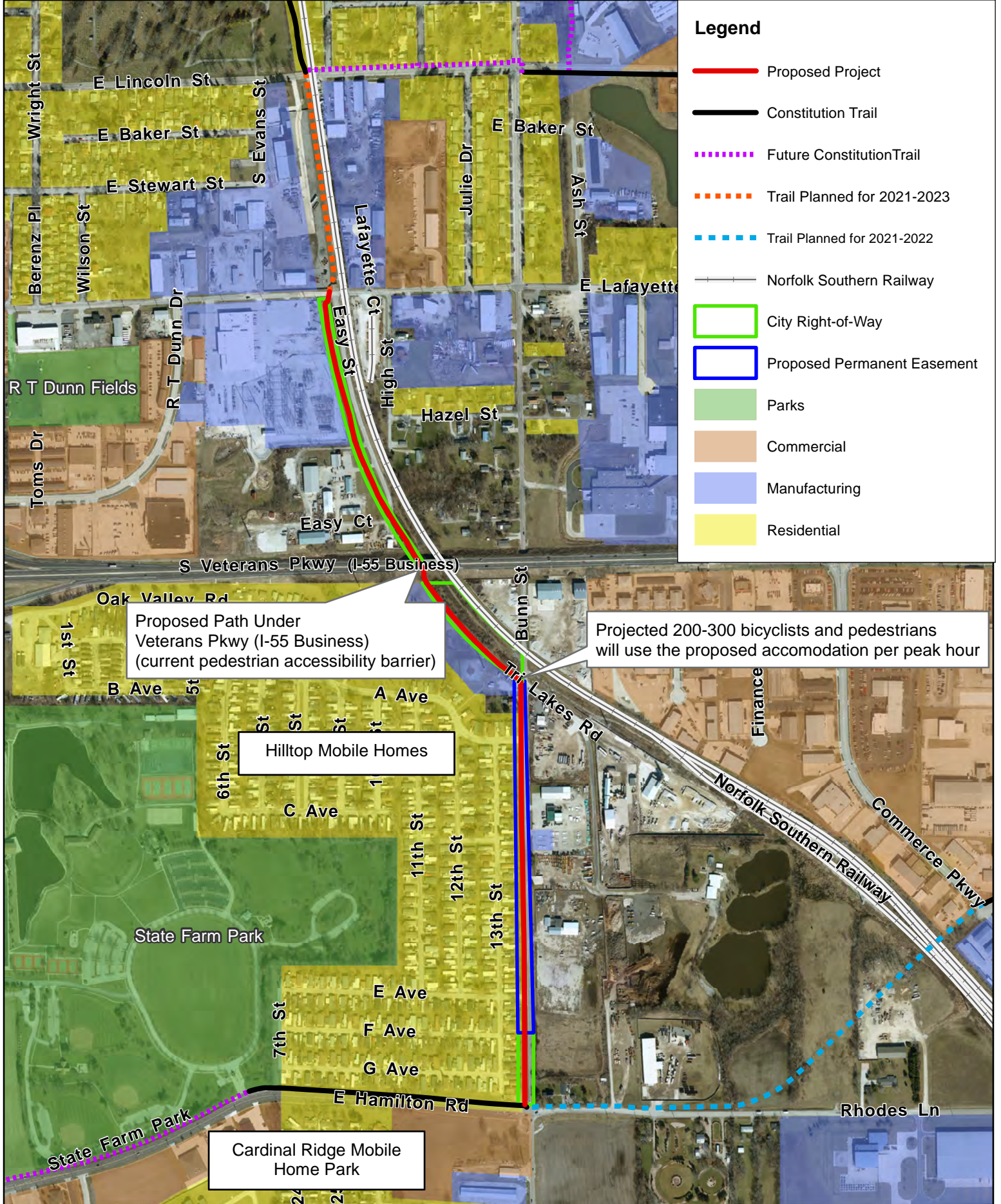
4. The CITY may suspend work on the project. If this AGREEMENT is suspended by the CITY for more than thirty (30) calendar days, consecutive or in aggregate, over the term of this AGREEMENT the CONTRACTOR shall be compensated for all services performed and reimbursable expenses incurred prior to receipt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



Constitution Trail  
Southeast Extension Project:  
Lafayette Street to Hamilton Road



10/26/2020







## CONSENT AGENDA ITEM NO. 8.I

**FOR COUNCIL:** October 25, 2021

**SPONSOR:** Public Works Department

**WARD IMPACTED:** City-Wide Impact

**SUBJECT:** Consideration and action to approve a Contract with RJN Group, for the Miller Park Flow Monitoring Program, in the amount of \$112,800, as requested by the Public Works Department.

**RECOMMENDED MOTION:**

The proposed Contract be approved.

**STRATEGIC PLAN LINK:**

-Goal 2. Upgrade City Infrastructure and Facilities

**STRATEGIC PLAN SIGNIFICANCE:**

-Objective 2c. Functional, well maintained sewer collection system

**BACKGROUND:** Public Works is recommending the approval of a Contract with RJN Group, for the Miller Park Flow Monitoring Program, in the amount not to exceed \$112,800. Under this contract, RJN will continue services for flow monitoring in the Miller Park sewer shed. The purpose of this work is to continue to provide viewing of the City's flow meters, level sensors, and rain gauge on Clarity software and to provide calibration and data management assistance for the equipment specifically related to the Miller Park study area.

RJN has just completed a Professional Services Contract with the City, where RJN started flow monitoring in the Miller Park sewer shed as part of a Sanitary Sewer Evaluation Survey (SSES). RJN has been providing flow monitoring services since November 2020. The proposed contract will continue the flow monitoring for the next 3 years. At the end of the 3-year period, the data collected for the Miller Park study will be used to perform an analysis of how well the inflow and infiltration mitigation measures and system rehabilitation has reduced flows in the area.

RJN will provide the following services and make recommendations from the data collected during this 3-year period: rain gauge procurement, Miller Park flow monitoring services, additional monitoring equipment, project management, and on-call services.

Through Resolution 2019-18, the City Council approved a list of prequalified vendors for Architectural and Engineering Services. RFQ #2019-34 established eight categories of services and identified qualified vendors to provide services in each category. City staff reviewed the nine engineering firms under the Utility category, which is the key evaluation service of the project as described above and determined RJN to be the most qualified firm to do the work. Based on RJN's selection under RFQ #2019-34 and their experience in utility work, RJN was asked to submit a proposal for scope and fees associated with the subject work. The vendor chosen for this project utilized a qualification-based selection process and

therefore, the City's local preference policy does not apply. For this specific project, as outlined above, RJN was deemed to be the most qualified and best fit for the work out of the pre-qualified engineering firms.

**COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED:** N/A

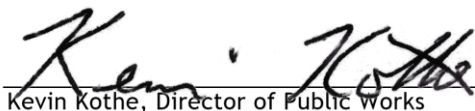
**FINANCIAL IMPACT:** The total cost for services over three fiscal years within this agreement will cost \$112,800. The \$37,600 for the FY 2022 portion of engineering services is included in the FY 2022 Budget under the Sanitary Sewer-Engineering Services account (51101100-70050) for \$20,000 and the Sanitary Sewer-Other Professional and Technical Services (51101100-70220) for \$17,600. Public Works will include the \$37,600 for the FY 2023 and FY 2024 commitments in FY 2023 and FY 2024 budgets as part of the annual budget process. Stakeholders can locate the FY 2022 amounts in the FY 2022 Budget Book titled "Other Funds & Capital Improvement" on page 138.

**COMMUNITY DEVELOPMENT IMPACT:** Goal UEW-1. Provide quality public infrastructure within the City to protect public health, safety, and the environment, Objective UEW-1.1. Maintain the existing City operated infrastructure in good condition by prioritizing maintenance over building new and implementing fees to cover costs, Objective UEW-1.7. Reliable and efficient collections systems (sanitary sewer, combined sewer, and storm sewer systems) to protect public health, safety, and the environment.

Respectfully submitted for Council consideration.

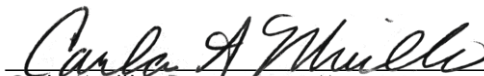
Prepared by: Ward Snarr, Civil Engineer II

Reviewed by:



Kevin Kothe, Director of Public Works

10/12/2021



Carla Murillo, Procurement Manager

10/12/2021



Chris Tomertin, Budget Manager

10/14/2021



Jeffrey R. Jurgens, Corporation Counsel

10/18/2021



Tara Henry, Legislative Assistant & Records Manager

10/21/2021

**Attachments:**

- PW 7B Contract\_Miller Park Flow Monitoring Program Contract 10252021



**CITY OF BLOOMINGTON CONTRACT WITH**  
**RJN Group**  
**FOR PROFESSIONAL SERVICES FOR**  
**Miller Park Flow Monitoring Program**

**THIS AGREEMENT**, dated this 25 day of October, 2021, is between the City of Bloomington (hereinafter "CITY") and RJN Group (hereinafter "CONTRACTOR").

**NOW THEREFORE**, the parties agree as follows:

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

**Section 2. Description of Services.** CONTRACTOR shall provide the services/work identified on Exhibit A.

**Section 3. Payment.** For the work performed by CONTRACTOR under this Contract, the CITY shall pay CONTRACTOR one of the following:

- A flat fee of \$ \_\_\_\_\_ as set forth in the payment terms attached as Exhibit B.
- Fees as set forth in the Payment Terms attached as Exhibit B.

**Section 4. Default and Termination.** Either party shall be in default if it fails to perform all or any part of this Contract. If either party is in default, the other party may terminate this Contract upon giving written notice of such termination to the party in default. Such notice shall be in writing and provided thirty (30) days prior to termination. The non-defaulting party shall be entitled to all remedies, whether in law or equity, upon the default or a violation of this Contract. In addition, the prevailing party shall be entitled to reimbursement of attorney's fees and court costs.

**Section 5. Reuse of Documents.** All documents including reports, drawings, specifications, and electronic media furnished by CONTRACTOR pursuant to this Contract are instruments of CONTRACTOR'S services. Nothing herein, however, shall limit the CITY'S right to use the documents for municipal purposes, including but not limited to the CITY'S right to use the documents in an unencumbered manner for purposes of remediation, remodeling and/or construction. CONTRACTOR further acknowledges any such documents may be subject to release under the Illinois Freedom of Information Act.

**Section 6. Standard of Care.** Services performed by CONTRACTOR under this Agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions.

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

**Section 8. Insurance Requirements.** CONTRACTOR shall maintain an errors and omissions policy in the amount of \$2,000,000.00 and shall further maintain general liability insurance for bodily injury and property damage arising directly from its negligent acts or omissions, with general limits not less than \$2,000,000.00. Certificates of insurance shall be provided to CITY and CITY shall be named as an additional insured under the policy.

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

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

**Section 11. Compliance with Laws.** CONTRACTOR agrees that any and all work by CONTRACTOR shall at all times comply with all laws, ordinances, statutes and governmental rules, regulations and codes.

**Section 12. Compliance with FOIA Requirements.** CONTRACTOR further explicitly agrees to furnish all records related to this Contract and any documentation related to CITY required under an Illinois Freedom of Information Act (ILCS 140/1 et. seq.) ("FOIA") request within five (5) business days after CITY issues notice of such request to CONTRACTOR. CONTRACTOR agrees to not apply any costs or charge any fees to the CITY regarding the procurement of records required pursuant to a FOIA request. CONTRACTOR shall be responsible for any damages/penalties assessed to CITY for CONTRACTOR'S failure to furnish all documentation in CONTRACTOR'S possession responsive and related to a request within five (5) days after CITY issues a notice of a request.

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

**Section 14. Joint Drafting.** The parties expressly agree that this agreement was jointly drafted, and that both had opportunity to negotiate its terms and to obtain the assistance of counsel in reviewing it terms prior to execution. Therefore, this agreement shall be construed neither against nor in favor of either party, but shall construed in a neutral manner.

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

**Section 16. Paragraph Headings.** The titles to the paragraphs of this agreement are solely for the convenience of the parties and shall not be used to explain, modify, simplify, or aid in the interpretation of the provisions of this agreement.

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

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

One year from the date of execution.

Two years from the date of execution.

Other: This contract will extend for a period of three (3) years with the initial term beginning on November 1, 2021, continuing through and including October 31, 2024, at which time the Contract shall conclude unless extended by the Director of Public Works.

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


RJN Group

By: \_\_\_\_\_  
Its City Manager

By:   
Its Senior Vice President

ATTEST:

By: \_\_\_\_\_  
City Clerk

By:   
Its \_\_\_\_\_



# EXHIBIT A

## SCOPE OF SERVICES

---

RJN is proposing the following scope of services for the Miller Park Flow Monitoring Program Extension for the City of Bloomington.

### 1. Rain Gauge Procurement

- a. Procure a tipping bucket rain gauge and cellular telemetry unit for the City.
- b. Replace existing RJN-owned unit with new City-owned unit.
- c. Perform tipping test on unit, connect to Clarity, and ensure proper operation.

### 2. Miller Park Flow Monitoring Services

- a. Meet with City to discuss locations and equipment for 3-year monitoring period in Miller Park. City-owned equipment to include two flow meters (one at existing location, one new control meter at a location to be determined), one rain gauge at existing location, and four level sensors at locations to be determined.
- b. Perform site inspection and installation of control meter.
- c. Perform site inspections at locations of level sensors if the site is new (assume three).
- d. Review data from the Miller Park equipment at least once per week and report any equipment service needs to the City.
- e. Perform quarterly calibrations on the meters and sensors and tipping tests on the rain gauge.
- f. Process the collected raw data and provide access to the data on Clarity.

### 3. Additional Monitoring Equipment

- a. For additional City monitoring equipment (three flow meters and four level sensors), provide access to the data on Clarity.
- b. No data review, processing, telemetry, or oversight is included in these locations.

### 4. Project Management

- a. Provide project management services including invoicing, scope, schedule, and fee tracking, and closeout services.
- b. Provide monthly updates to City staff through the duration of the project.
- c. Meet with City staff as necessary to discuss progress of the project.

### 5. On-Call Services

- a. Provide as-needed on-call services for the City to ensure the success of this program. Services may include, but are not limited to:
  - i. Data review, processing, and oversight for additional monitoring equipment.
  - ii. Replacement equipment procurement assistance.
  - iii. Moving, calibrating, troubleshooting, or maintaining monitoring equipment.
  - iv. Data interpretation, engineering consulting assistance, etc.

## Items Requested from the City

1. Provide all equipment for this project, including flow meters, level sensors, and (after RJN procurement) rain gauge.
2. Payment of all cellular telemetry packages for the equipment.
3. Performance of all maintenance activities for the monitoring equipment, including batteries, desiccants (as applicable), and sensor or meter replacements.
4. Updated GIS geodatabases for the sanitary sewer system.
5. Access to sanitary structures for equipment installations.
6. Assistance with traffic control in high traffic areas, as necessary.



## EXHIBIT B PRICING

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The contract will be billed monthly using the following unit and hourly rates with an annual not-to-exceed amount of \$39,000 and a 3-year total not-to exceed cost of \$112,800.

### Cost Schedule

Task	Unit Price	Quantity	Units	Total Fee
Rain Gauge Procurement	\$2,100	1	Rain Gauge	\$2,100
Miller Park Flow Monitoring Services	\$1,500	36	Month	\$54,000
Clarity Reporting - Additional Equipment	\$125	36	Month	\$4,500
Project Management Services	\$200	36	Month	\$7,200
On-Call Services (Time & Materials)	\$10,000	3	Year	\$30,000
Contingency - Hardware Fixes	\$5,000	3	Year	\$15,000

### Proposal Option

This Proposal can be amended to include additional work upon joint approval by the City and RJN.



## Hourly Rate Schedule

RJN's hourly rate schedule is as follows:

Classification		Rates: 2021 - 2024
PD	Project Director	\$250.00
SPM	Senior Project Manager	\$205.00
PM	Project Manager	\$180.00
SCM	Senior Construction Manager	\$175.00
CM	Construction Manager	\$160.00
SPE	Senior Project Engineer	\$150.00
PE	Project Engineer	\$135.00
CO	Construction Observer	\$130.00
EI	Engineer I	\$120.00
GSS	GIS Specialist	\$115.00
SDA	Senior Data Analyst	\$115.00
GIS	GIS Analyst	\$105.00
FM	Field Manager	\$105.00
DA	Data Analyst	\$95.00
FS	Field Supervisor	\$95.00
FT	Field Technician	\$85.00
AS	Administrative Support	\$90.00

### Notes:

- This Hourly Rate Schedule is valid through December 31, 2024. Following that date, rates may be subject to a 3% annual increase.
- Rates for subcontracted services or pass-through purchases are subject to a markup of 10%.
- The rates for reimbursables such as travel, postage, and consumable materials are applied based on the normal on-going charges.



## CONSENT AGENDA ITEM NO. 8.J

**FOR COUNCIL:** October 25, 2021

**SPONSOR:** Parks, Recreation and Cultural Arts Department

**WARD IMPACTED:** City-Wide Impact

**SUBJECT:** Consideration and action on a Resolution Authorizing Waiving the Technical Bidding Requirements and Approving the Purchase of Syngenta, BASF, Bayer and Nufarm Chemicals and Fertilizers from Marubeni America Corporation DBA Helena Agri Enterprises LLC, as requested by the Parks, Recreation and Cultural Arts Department.

**RECOMMENDED MOTION:**

The proposed Resolution and Purchase be approved.

**STRATEGIC PLAN LINK:**

-Goal 5. Great Place - Livable, Sustainable City

**STRATEGIC PLAN SIGNIFICANCE:**

-Objective 5d. Appropriate leisure and recreational opportunities responding to the needs of residents

**BACKGROUND:** The City's golf courses are considered to be some of the finest in downstate Illinois. In the most recent Golf Digest Magazine rankings, The Den at Fox Creek received a prestigious 4 ½ star rating (out of 5) which places it alongside only six other courses in the state of Illinois in the same fee category to receive the honor. Prairie Vista received a 4-star rating, while Highland Park received a 3½ star rating. Golf Digest also voted Bloomington/Normal the fifth best city to live in for golf in the country. The courses regularly host events from throughout the state, most notably, the Illinois High School State Finals (IHSA) held at The Den at Fox Creek and Prairie Vista in October of each year. In order to maintain the City's courses in a manner that is consistent with the expectations of our customers, the City needs to continue providing quality playing surfaces. One of the primary factors in providing quality playing surfaces is to keep the turf free from disease and insects, which if left untreated, have the potential to do significant damage. Damage to the playing surface/turf would result in a significant loss of rounds and revenue, while also requiring major dollars to reseed the infected areas. Best practices in the golf industry show the most efficient manner to treat turf diseases and insects is to do so in a preventative manner. By utilizing preventative chemical applications, the City can stay ahead of the diseases and suppress potential outbreaks before they occur.

Each year Syngenta, BASF and Bayer offer an early order program that allows the opportunity to lock in next year's prices at discounted rates for an amount up to \$200,000 with an estimated savings of \$24,000. Syngenta and BASF are the two primary manufacturers of chemical and fertilizer products utilized in the management of turfgrass in the golf industry. Bayer and Nufarm products are also widely used in the industry with proven success. Through best practices, the golf course maintenance staff has found the products from these companies to provide the desired effects in order to provide a high level of

playing conditions demanded by our golfing public.

Helena Chemical has become a valued partner over the courses' years of operation, and a bid waiver is being requested due to the proven past results and the difficulty to know how other chemicals may interact with the soil and grass. Helena Chemical currently provides products and services to the following municipalities and golf courses: Normal, Decatur, Peoria, Springfield, Champaign and Quincy. The golf courses at Illinois State University and Crestwicke Country Club also use products through Helena Chemical. Entering into the early order program guarantees the discounted price for any additional products from these manufacturers purchased throughout 2022. Additionally, by participating in the early order program we are offered extended payment terms, with payment not due until mid-July on all early order purchases.

Syngenta, BASF and Bayer engage the assistance of locally recognized quality turf distributors to assure the delivery, service and billing of their products. These companies operate using an agency pricing model, meaning the price of their chemicals is exactly the same regardless of the distributor chosen. These distributors are contractually obligated to offer these products at set agency prices. For 2022, we intend to utilize Helena Chemical, which is located in Warrensburg, IL. Helena Chemical will store the products on their site and deliver on an as-needed basis, saving space in our golf maintenance facilities. Helena Chemical's local dealership manager is a former golf course superintendent who has worked diligently for the City over the years to help improve our golf courses.

The deadline to enter this program is before December 8, 2022. However, maximum discounts are given when products are ordered by October 31st. While other "turf" chemicals are available, the City's experience is that the cost savings realized in the "unit price" of the purchase price are lost as a result of the additional applications that are needed to be as effective as the Syngenta, BASF and Bayer products have been, proven through field experience. These products provide the weed, fungus and insect-free turf that the City's customers expect.

**COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED:** N/A

**FINANCIAL IMPACT:** The golf courses annually spend approximately \$200,000 on chemicals and conservatively will realize savings of approximately \$24,000 by participating in this early buy program. Funds will be included in the FY 2023 Proposed Budget in Highland Park (56406400-70590, Prairie Vista (56406410-70590) & The Den at Fox Creek Golf Course (56406420-70590) from the Other Repair & Maintenance accounts.

**COMMUNITY DEVELOPMENT IMPACT:** N/A

Respectfully submitted for Council consideration.

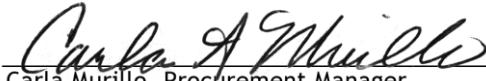
Prepared by: Jason Wingate, Superintendent of Golf

Reviewed by:

**Eric Veal**

Eric Veal, Parks, Recreation & Cultural Arts Interim Director

10/18/2021



Carla Murillo, Procurement Manager

10/18/2021



Chris Tomerlin, Budget Manager

10/18/2021



Jeffrey R. Jurgens, Corporation Counsel

10/20/2021



Tara Henry, Legislative Assistant & Records Manager

10/21/2021

**Attachments:**

- PRCA 1B Resolution\_Helena Chemicals
- PRCA 1C Helena Letter of Understanding
- PRCA 1D Early Order Golf Course Chemicals - Programs Detail

RESOLUTION NO. 2021 - \_\_\_\_

**A RESOLUTION AUTHORIZING WAIVING THE TECHNICAL BIDDING REQUIREMENTS  
AND APPROVING THE PURCHASE OF SYNGENTA, BASF, BAYER AND NUFARM  
CHEMICALS AND FERTILIZERS FROM MARUBENI AMERICA CORPORATION  
DBA HELENA AGRI ENTERPRISES LLC**

WHEREAS, the City of Bloomington has the ability to waive the technical bidding requirements, pursuant to City Code Chapter 16, Section 50; and

WHEREAS, to ensure the reliable provision and results that keep the turf free from disease and insects (which if left untreated, have the potential to do significant damage), the best manner to treat turf diseases and insects is to do so preventatively; and

WHEREAS, by allowing the City to enter into an Early Order Program for procurement of the chemicals and fertilizer the City will realize a savings of approximately \$24,000.

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

That the recitals set forth above are incorporated herein, the technical bidding requirement waived, the chemical purchases approved, and the City Manager or designated representative be authorized to enter the City into the Early Order Program for up to \$200,000 with an approximate savings of \$24,000 dependent on how much is needed, and authorized to execute any necessary documents to effectuate the purchase.

PASSED this 25th day of October 2021.

APPROVED this \_\_\_\_\_ day of October 2021.

**CITY OF BLOOMINGTON**

**ATTEST**

\_\_\_\_\_  
Mboka Mwilambwe, Mayor

\_\_\_\_\_  
Leslie Smith-Yocum, City Clerk



*People...Products...Knowledge...*

Helena Agri-Enterprises  
Steve Mulvey  
9 Isabelle Drive  
Auburn, IL 62615  
Cell: (217) 725-4160  
Fax: (217) 438-6432

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**10/12/2021**

**City of Bloomington**

**To Whom it May Concern,**

**This letter is to confirm that Helena Agri Enterprises understands that the chemicals ordered during the 2021 Early Order Program are dependent on funds being approved for Fiscal Year 2023.**

**If you have any questions, please give me a call. My cell is 217-725-4160.**

**Thank you!**

**Sincerely,**

**Steve Mulvey**



**GOLF US**

**2022 EARLY ORDER PROGRAM**

# **POWER FULL**

***FULL OF INNOVATION. FULL OF INCENTIVES. FULL OF SAVINGS.***

The BASF EOP puts the “full” in powerful, offering access to future-forward chemistries developed by scientific experts that offer proven benefits for your turf. Make sure you’re prepared for 2022 with a toolbox full of innovation, incentives and savings.

**□ - BASF**

We create chemistry

**FULL OF INNOVATION. FULL OF INCENTIVES. FULL OF SAVINGS.**

EOP 2022 is more **#PowerFULL** than ever, making it easier to purchase your favorite BASF solutions while enjoying some of our industry's best rebates. Stock up on exciting new products like **Encartis™ fungicide, Alucion™ 35 WG insecticide** and **Finale® XL T&O herbicide** or powerful favorites like Maxtima® fungicide and Navicon® Intrinsic® brand fungicide. Use this order form or go online to [betterturf.basf.us/eop](http://betterturf.basf.us/eop) and use the EOP Rebate Calculator to design your program and optimize your savings. Send your order directly to your DSR to set yourself up for success with a toolbox FULL of powerful chemistry.

**INTRODUCING THE INNOVATION KICKER: EARN AN ADDITIONAL 2% REBATE\***

EARN AN ADDITIONAL 2% REBATE WHEN PURCHASING SELECT QUANTITIES OF OUR INNOVATIVE NEW RELEASES

**25 GALLONS OF  
ENCARTIS FUNGICIDE**



**3 BOTTLES OF  
ALUCION 35 WG INSECTICIDE**

DESIGN-YOUR-OWN PROGRAM EXCLUSIVE

REMAINING PORTFOLIO PROGRAM EXCLUSIVE

\*Rebate is applied to the respective Design-Your-Own Program or Remaining Portfolio program. If Innovation Kicker Rebate is earned on purchase of Encartis fungicide but total purchase does not qualify for the Design-Your-Own Program, then Innovation Kicker Rebate is applied to Remaining Portfolio program rebate. The maximum Innovation Kicker Rebate will not exceed 2% on a single program.

**Design Your Own Program with these Qualifying Fungicides:**

- 1** Select at least 3 qualifying fungicide brands. Partial cases still count toward your rebate level.
- 2** Order at least \$5,000 to start saving.
- 3** Order in October to lock in highest rebates.

Qualifying Fungicide Purchase Level	Earned Incentive %	
	Oct. 1 - 31, 2021	Nov. 1 - Dec. 3, 2021
\$5,000-\$14,999	12%	8%
\$15,000-\$24,999	16%	10%
\$25,000-\$34,999 <sup>1</sup>	20%	12%
\$35,000 +	24%	14%

Extended payment terms to June 9, 2022.

1. Purchase at least 3 different Design-Your-Own Program Qualifying EOP Fungicides totaling at least \$25,000 and receive a 10% rebate for all other EOP Remaining Portfolio qualifying products during the EOP period of 10/1/21 to 12/3/21.

Product	Package	Article #	Redemption Value	Quantity	Total
Emerald® fungicide	10 x 0.49 lb	59021463	\$ 1,063.30		
Emerald fungicide	50 x 0.49 lb	59012825	\$ 4,630.50		
Encartis™ fungicide <i>NEW!</i>	2 x 2.5 gal	59014003	\$ 550.00		
Honor® Intrinsic® brand fungicide	6 x 3 lb	59012350	\$ 2,808.00		
Honor Intrinsic brand fungicide	1 x 36 lb	59012885	\$ 4,176.00		
Insignia® SC Intrinsic brand fungicide	4 x 30.5 fl oz	59014134	\$ 1,834.88		
Insignia SC Intrinsic brand fungicide	2 x 2.5 gal	59014135	\$ 6,220.00		
Lexicon® Intrinsic brand fungicide	4 x 21 fl oz	59013840	\$ 2,100.00		
Maxtima® fungicide	4 x 26 fl oz	59018087	\$ 784.16		
Maxtima fungicide	2 x 2.5 gal	59018071	\$ 3,950.00		
Navicon® Intrinsic brand fungicide	4 x 37 fl oz	59018094	\$ 1,850.00		
Navicon Intrinsic brand fungicide	2 x 2.5 gal	59018095	\$ 6,020.00		
Xzemplar® fungicide	4 x 11.4 fl oz	59014120	\$ 684.00		
Xzemplar fungicide	2 x 114 fl oz	59013833	\$ 2,977.68		
			<b>SUBTOTAL:</b>		

Your Qualifying Fungicides Subtotal \$ \_\_\_\_\_ X Earned Incentive % = \$ \_\_\_\_\_ Your Rebate

Additional Program Details and Qualifications: All Agency Products are sold on behalf of BASF. All sales are final. No returns. Rebate will be based upon reported sales from the BASF Authorized Agent(s) and Distributor(s). The T&O EOP End-User Rebate program applies only to these Qualified End-User professionals: golf, Lawn & Landscape, sports turf, sod farms, municipalities, and parks & rec. Multiple sales orders for one customer are cumulative and will qualify if ordered between program dates and from any BASF Authorized Agent(s) and/or Distributor(s). The Qualified End-User must purchase at least three (3) Qualifying Fungicide brands totaling at least \$5,000 to qualify for the 2022 T&O Design-Your-Own Program (Offer 1) under the 2022 T&O EOP End-User Rebate Program. The Qualified End-User must purchase at least \$2,000 of Qualifying EOP Products to qualify for the 2022 T&O EOP Remaining Portfolio Rebate (Offer 2) under the 2022 T&O EOP End-User Rebate Program. Innovation Kicker Rebate: If Qualified End-User purchases the qualifying amount of Encartis fungicide for the Turf EOP Innovation Kicker Rebate but does not qualify for the Turf Design-Your-Own Program Rebate (Offer 1), the Innovation Kicker Rebate of 2% will be paid on the qualifying products including any fungicides that did not qualify for the Turf Design-Your-Own Program Rebate (Offer 1). The maximum Innovation Kicker Rebate to be paid on a single portfolio will not exceed 2%. Product must be purchased, invoiced and delivered between the program dates. No exceptions. The invoiced dollar amount for Agency Products and the redemption value of qualified non-Agency Products will be used to determine Qualified End-User total purchase and rebate earned. Qualified End-User must be in good credit standing with agent to receive special promotional terms. All Agency Products invoiced between October 1, 2021 and January 31, 2022 will receive June 9, 2022 terms for the Qualified End-User. All Agency Products invoiced after January 31, 2022 will receive net 60 days for the Qualified End-User. Terms for Agency Products offered at the Agent's discretion. Terms for qualifying non-Agency Products are determined by a BASF Authorized Distributor. All rebates will appear as a credit on the Qualified End-User's account with the agent who processed the order. T&O EOP End-User Rebate credit will become available by July 31, 2022. If a Qualified End-User purchases from more than one agent, the rebate will be applied to the respective agent based on percent purchase from each agent. All products may not be registered for sale or use in all states. Please check with your state or local Extension Service. Pillar G Intrinsic brand fungicide and Siesta insecticide fire ant bait are not for sale, distribution and/or use in New York State; and Tower herbicide is not for sale, distribution and/or use in Nassau or Suffolk counties in New York State.

BASF reserves the right to cancel or modify this program at any time.

Alucion and Encartis are trademarks of BASF, and Admiral, Amdro, Basagran, Drive, Emerald, Finale, FreeHand, Green Lawngr, Honor, Insignia, Intrinsic, Lexicon, Maxtima, Navicon, Orkestra, Pageant, Pendulum, Pillar, Pylex, Segment, Siesta, Sultan, Tower, Ventigra, and Xzemplar are registered trademarks of BASF.

Always read and follow label directions.

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**FULL OF INNOVATION.  
FULL OF INCENTIVES.  
FULL OF SAVINGS.**

**THANK YOU FOR PARTICIPATING IN EOP.**

Create a profile, design your program and send it directly to your DSR.

Get started at [betterturf.basf.us/eop](https://betterturf.basf.us/eop)

# Remaining Portfolio: Herbicides, Ornamental and Other Solutions

1	Start earning rebates at only \$2,000.	Qualifying EOP Product Purchase Level (Excluding Table A Fungicides)	Earned Incentive %
			Oct. 1 - Dec. 3, 2021
2	Earn 10% rebate by reaching only \$15,000 in total purchases.	\$2,000-\$6,999	4%
		\$7,000-\$14,999	6%
3	Buy now and don't pay until June 9, 2022.	\$15,000+	10%

Product	Package	Article #	Redemption Value	Quantity	Total
Alucion™ 35 WG insecticide <i>NEW!</i>	10 x 2.375 lb	59024020	\$ 1,900.00		
Amdro® Pro fire ant bait	1 x 25 lb	59021451	\$ 414.38		
Siesta® insecticide fire ant bait	15 lb	59011057	\$ 239.06		
Sultan® miticide	4 x 0.125 gal	59023753	\$ 632.00		
Ventigra® insecticide	4 x 20 fl oz	59014680	\$ 1,100.00		
Orkestra® Intrinsic® brand fungicide	4 x 16 fl oz	59014379	\$ 588.80		
Pageant® Intrinsic brand fungicide	4 x 1 lb	59012349	\$ 382.40		
Pillar® G Intrinsic brand fungicide	15 lb bag	59017959	\$ 45.00		
Pillar G Intrinsic brand fungicide	30 lb bag	59012784	\$ 80.25		
Basagran® T&O herbicide	2 x 1 gal	59011636	\$ 222.50		
Drive® XLR8 herbicide	4 x 0.5 gal	59011404	\$ 311.25		
Finale® herbicide	2 x 2.5 gal	59014627	\$ 325.00		
Finale XL T&O herbicide <i>NEW!</i>	2 x 2.5 gal	59024131	\$ 406.25		
FreeHand® 1.75G herbicide	1 x 50 lb	59011296	\$ 97.50		
Pendulum® 2G herbicide	20 lb bag	59017972	\$ 40.75		
Pendulum 2G herbicide	40 lb bag	59015072	\$ 74.00		
Pendulum AquaCap herbicide	2 x 2.5 gal	59049276	\$ 356.25		
Pendulum AquaCap herbicide	1 x 15 gal	59011279	\$ 765.00		
Pylex® herbicide	4 x 4 fl oz	59018005	\$ 1,088.00		
Segment® II herbicide	2 x 2.5 gal	59014427	\$ 1,243.75		
Tower® herbicide	2 x 2.5 gal	59014247	\$ 1,605.00		
Admiral® lake colorant	4 x 1 gal	59014151	\$ 180.00		
Black Onyx lake & pond colorant	4 x 1 gal	59013424	\$ 325.00		
Green Lawngr® turf colorant	4 x 1 gal	59013434	\$ 250.00		
Green Lawngr turf colorant	2 x 2.5 gal	59013430	\$ 312.50		
Green Lawngr Transition HC turf colorant	4 x 1 gal	59013410	\$ 655.00		
Green Lawngr Vision Pro turf colorant	4 x 1 gal	59013342	\$ 587.50		
Turf Mark spray indicator	12 x 0.25 gal	59013723	\$ 204.38		
Turf Mark spray indicator	1 x 30 gal	59013314	\$ 1,312.50		
Turf Mark spray indicator - blue	2 x 2.5 gal	59013417	\$ 231.25		
Turf Mark spray indicator - green	2 x 2.5 gal	59013486	\$ 278.12		
			<b>SUBTOTAL:</b>		

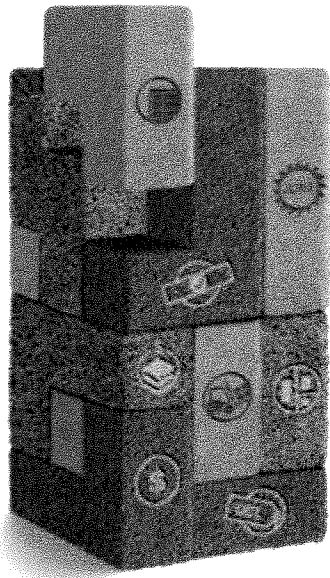
## EASILY PLAN, CALCULATE AND SAVE (ONLINE OR RIGHT HERE)

Complete your EOP your way. Visit [betterturf.basf.us/eop](http://betterturf.basf.us/eop) to create a profile, design your program and send it directly to your DSR — or if classic pen and paper are your thing, calculate your savings right here.

Your Remaining Portfolio Subtotal \$ \_\_\_\_\_ X Earned Incentive % = \$ \_\_\_\_\_ Your Rebate

Your Qualifying Fungicides Rebate \$ \_\_\_\_\_ + Your Remaining Portfolio Rebate \$ \_\_\_\_\_ =  
**\$ \_\_\_\_\_ Total Rebate**





# TAKE YOUR SAVINGS TO THE NEXT LEVEL

[GreenTrust365.com/Golf](http://GreenTrust365.com/Golf)

Maximize your budget and your turf quality when you order between **October 1 – December 8, 2021**. With the broadest branded portfolio, GreenTrust® 365 offers new ways to save, includes new products, pallets and more.



## Yearlong Rebates

Spend at least \$5,000 on Qualifying Products during the Early Order Period to lock in your yearlong rebate: October 1, 2021 – September 30, 2022.



## Pallet Solutions

Apply intelligently with the right mix of products for almost any facet of your agronomic program. You can save up to an **additional 22%** from a selection of Pallet Solutions, making it easy to meet your minimum order requirement on Qualifying Products.



## GT Bonus Booster

It's easy, a \$5,000 purchase earns additional rebates in October.



## Product Assurances

Protect your course with confidence through expert application recommendations and performance guarantees.



## SummerPay™

Keep your cash flow in check by deferring payment on purchases made during the Early Order Period until June 24, 2022.



## Multipaks

Save even more on complementary products delivered in convenient multipaks.



## Plan it Your Way Rebate

See page 4 on how to earn up to an additional 12% back during the Early Order Period.



Fill out a rebate calculator by Oct. 31 for your chance to win one of 250 non-tipping can coolers.\*



syngenta®

Golf and Sports Turf

@SyngentaTurf

\*No Purchase Necessary. Void Where Prohibited by Law. Only one can cooler per person.



2022 GreenTrust 365 Golf and Sports Turf Program Worksheet

Program Year: October 1, 2021 through September 30, 2022

Early Order Period: October 1, 2021 through December 8, 2021

Table with 4 columns: Qualifying Agency Products (Package Size), Pkg Price for 2022 Program Year, Number of Pkgs Purchased in Early Order Period, and Qualifying Purchase Amount. Lists various products like Acelepryn, Banner Maxx II, Barricade, etc.

Table with 4 columns: Qualifying Agency Products (Package Size), Pkg Price for 2022 Program Year, Number of Pkgs Purchased in Early Order Period, and Qualifying Purchase Amount. Lists various products like Manuscript, Medallion, Meridian, etc.

Table with 4 columns: Pallet Offers, Pkg Price for 2022 Program Year, Number of Pkgs Purchased in Early Order Period, and Qualifying Purchase Amount. Lists solutions like A 2 Z Solution, ABW Solution, All Season Solution, etc.

1 A 2 Z Solution is a combination of separately registered products: Briskway, Daconil Action, Headway and Medallion SC Fungicides.
2 ABW Solution is a combination of separately registered products: Acelepryn, Ference, and Provaunt WDG Insecticides.
3 All Season Solution is a combination of separately registered products: Briskway, Daconil Action and Velista Fungicides; Monument Herbicide; Primo Maxx PGR.
4 Classic Solution is a combination of separately registered products: Banner Maxx II and Heritage Action Fungicides; Primo Maxx PGR.
5 Contend Winter Solution is a combination of separately registered products: Contend A+B Snow Pack and Instrata Fungicide.
6 Fairway Starter Solution is a combination of separately registered products: Banner Maxx II, Daconil Ultrex and Headway Fungicides; Primo Maxx PGR.
7 Fairy Ring Solution is a combination of separately registered products: Briskway and Velista Fungicides and the Heritage Action + Velista Multipak.
8 Greens Foundation Solution is a combination of separately registered products: Appear II, Daconil Action and Secure Action Fungicides.
9 Greens Protection Solution is a combination of separately registered products: Appear II, Briskway and Velista Fungicides.
10 Snow Mold Solution is a combination of separately registered products: Banner Maxx II and Concert II Fungicides.
11 Warm Season Herbicide Solution is a combination of separately registered products: Barricade 4FL and Monument Herbicides.

Eligible for Plan it Your Way rebate

Divanem is a Restricted Use Pesticide.





## 2022 Syngenta GreenTrust 365 Golf and Sports Turf Program

### PROGRAM ELIGIBILITY:

Golf courses and Sports Turf Managers who purchase a minimum of \$5,000 worth of Qualifying Products during the Early Order Period (**October 1, 2021 through December 8, 2021**) ("Program Participants") qualify for the GreenTrust<sup>®</sup> 365 Golf and Sports Turf Program. Qualifying Products are all products listed on the 2022 GreenTrust 365 Golf and Sports Turf Program Worksheet, when purchased from a Syngenta Authorized Distributor/Agent/Retailer.

### PROGRAM DETAILS:

#### GreenTrust 365 Yearlong Rebate

Program Participants may earn a rebate on all of their purchases of Qualifying Products during the Program Year (October 1, 2021 through September 30, 2022). Program Participants' yearlong rebate percentage is determined by the dollar value of Qualifying Products they purchase during the Early Order Period, as described in the chart below.

#### GT Bonus Booster:

- Receive an additional bonus rebate up to 3% on all qualifying purchases between **October 1, 2021 - October 31, 2021**.

#### Plan it Your Way Rebate:

- Earn up to an **additional 12%** on Early Order Period purchases of Posterity, Secure, and Daconil brand fungicides and Acelepryn insecticide.

See charts below to learn more about how savings keep going and how to maximize your potential savings.

Qualifying Products Purchased During the Early Order Period October 1 – December 8, 2021	Yearlong Rebate Percentage	October Purchases	GT Bonus Booster	Total spend on Posterity, Daconil and/or Secure brands*	Purchase minimum of Posterity Family brands	Plan it Your Way Rebate Levels**
\$5,000 to < \$10,000	5%	\$5,000 to < \$20,000	2% Rebate	\$10,000 to < \$20,000	\$2,500	6%
\$10,000 to < \$20,000	6%			\$20,000 to < \$40,000	\$5,000	8%
\$20,000 to < \$40,000	7%	\$20,000 +	3% Rebate	\$40,000 +	\$7,500	12%
\$40,000 to < \$70,000	8%					
\$70,000 to < \$100,000	9%					
\$100,000 +	10%					

\*May achieve Plan it Your Way Rebate levels with only Posterity Family brands.  
\*\*Plan it Your Way Rebate will be applied to all Early Order Period purchases of Posterity, Daconil, Secure brands, plus on Acelepryn 0.5 gal.

## Save up to 39% with the 2022 GreenTrust 365 Program

	GreenTrust 365 Yearlong Rebate	GT Bonus Booster	Plan It Your Way	Automatic Pallet/Multipak Savings	Volume Discount	TOTAL
Acelepryn (liquid only)	Up to 10%	Up to 3%	Up to 12%	—	Up to 10%	Up to 35%
Multipaks	Up to 10%	Up to 3%	Up to 12%	Up to 15%*	—	Up to 39%
Pallets	Up to 10%	Up to 3%	—	Up to 22%	—	Up to 35%
Posterity Brands	Up to 10%	Up to 3%	Up to 12%	—	—	Up to 25%
Secure Brands	Up to 10%	Up to 3%	Up to 12%	—	—	Up to 25%
Daconil Brands	Up to 10%	Up to 3%	Up to 12%	—	—	Up to 25%

\*Not all multipaks qualify for the Plan it Your Way rebate. The greatest savings on a multipak that qualifies for the Plan it Your Way rebate is 14%.

To calculate your total savings and plan your agronomic program, visit [GreenCastOnline.com/Calculator](https://GreenCastOnline.com/Calculator)

Visit [GreenTrust365.com/Terms](https://GreenTrust365.com/Terms) for full 2022 program terms and conditions.

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## CONSENT AGENDA ITEM NO. 8.K

**FOR COUNCIL:** October 25, 2021

**SPONSOR:** Economic & Community Development Department

**WARD IMPACTED:** Ward 8

**SUBJECT:** Consideration and action on an Ordinance Approving a Site Plan and Special Use Permit for Vehicle Repair and Service in the B-1 (General Commercial) District, for Property Located at 1106 S. Veterans Parkway (Rear), as requested by the Economic & Community Development Department.

**RECOMMENDED MOTION:**

The proposed Ordinance be approved.

**STRATEGIC PLAN LINK:**

-Goal 3. Grow the Local Economy

**STRATEGIC PLAN SIGNIFICANCE:**

- Objective 3d. Expanded retail businesses
- Objective 3c. Revitalization of older commercial homes
- Objective 3a. Retention and growth of current local businesses

**BACKGROUND:** The Petitioner, Tim Dearman on behalf of Oldacre McDonald, LLC, is requesting approval of a Site Plan and Special Use Permit for an Automotive Repair Shop in the B-1 (General Commercial) District, for the property located at 1106 S Veterans Parkway (Rear).

Summary of Request

1. Site plan approval for construction of an automotive repair shop. Because the property is located in the B-1 (General Commercial) zoning district, site review is subject to a legislative review process.
2. Special Use Permit for Automotive Repair and Service, subject to a separate, pending text amendment also on the Council agenda for this meeting, to allow Automotive Repair and Service as a Special Use in the B-1 (General Commercial) zoning district.
3. The proposed structure is roughly 16,000 square feet in size and will feature 20 service bays. All repair services will be conducted inside the building, and larger engine/transmission repairs will be contracted to other local businesses and performed off-site. The average storage time for a vehicle is seven days.

On Wednesday, September 22, 2021, the Planning Commission held a public hearing, found the request met the standards for approval of a site plan, and voted 6-0-0 to recommend approval of the Legislative Site Plan and Special Use Permit to the City Council, with no conditions, subject to the pending text amendment.

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

**COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED:** The City published notice of the hearing in *The Pantagraph* on Monday, September 4, 2021 and courtesy notices were mailed to 8 property owners within 500 feet of the subject property.

**FINANCIAL IMPACT:** If approved and constructed, the location may generate additional Property, Home Rule, State and Local Sales Tax.

**COMMUNITY DEVELOPMENT IMPACT:** Goal ED-1. Ensure a broad range of employment opportunities for all residents. Objective ED-1.2 Leverage community assets in attracting businesses. Goal ED-4 Enhance the image of Bloomington as a business-friendly community. Objective ED-4.2 Prioritize infill and redevelopment to spur growth and reinvestment in the City.

Respectfully submitted for Council consideration.

Prepared by: Kimberly Smith, Asst Economic & Community Development Director

Reviewed by:

  
Melissa Hill, Economic and Community Development Director

10/18/2021

  
Chris Tomertin, Budget Manager

10/18/2021

**George Boyle**  
George Boyle, Assistant Corporation Counsel

10/20/2021

  
Tara Henry, Legislative Assistant & Records Manager

10/20/2021

**Attachments:**

- E&CD 1B Ordinance and Exhibit A
- E&CD 1C Ordinance Exhibit B
- E&CD 1D PR-07-21 Staff Report
- E&CD 1E PR-07-21 Maps and Notice to Public
- E&CD 1F DRAFT Minutes 9.22.21 - PR-07-21

**ORDINANCE NO. 2021 - \_\_\_\_\_**

**AN ORDINANCE APPROVING A SITE PLAN AND SPECIAL USE PERMIT FOR VEHICLE REPAIR AND SERVICE IN THE B-1 (GENERAL COMMERCIAL) DISTRICT, FOR PROPERTY LOCATED AT 1106 S. VETERANS PARKWAY (REAR)**

WHEREAS, there was heretofore filed with the Economic and Community Development Department of the City of Bloomington, McLean County, Illinois, a petition requesting approval of a Site Plan and Special Use Permit for vehicle repair in service the B-1 (General Commercial) District for certain premises hereinafter described in Exhibit A; and

WHEREAS, said petition included a site plan, illustrated in Exhibit B, hereinafter referred to as the "Plan" and attached hereto and made part hereof by this reference; and

WHEREAS, after proper notice was given, the Bloomington Planning Commission conducted a public hearing on said petition and plan, and at said public hearing, the Planning Commission made findings of fact that such Site Plan complies with the standards for granting approval of a site plan found in Chapter 44 Division 17-9 of the Bloomington City Code; and

WHEREAS, at the same hearing, the Bloomington Planning Commission made findings of fact that the petition meets the standards for granting a Special Use permit found in Chapter 44 Division 17-7 of the Bloomington City Code; and

WHEREAS, the City Council of the City of Bloomington has the power to pass this Ordinance and approve this site plan.

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

1. The above recitals are hereby incorporated into this Ordinance.
2. The City Council adopts the findings of fact for the Site Plan Review as recommended by the Planning Commission.
3. The City Council adopts the findings of fact for the Special Use Permit made by the Planning Commission.
4. The City Council hereby approves the Site Plan for the new construction of a commercial structure for the property at 1106 S. Veterans (Rear) legally described in Exhibit A and depicted in Exhibit(s) B.
5. The City hereby grants the Special Use for vehicle repair and service in the B-1 General Commercial District.
6. This Ordinance shall take effect immediately upon passage and approval.

PASSED this 25th day of October 2021.

APPROVED this \_\_\_\_\_ day of October 2021.

**CITY OF BLOOMINGTON**

\_\_\_\_\_  
Mboka Mwilambwe, Mayor

**ATTEST**

\_\_\_\_\_  
Leslie Smith-Yocum, City Clerk

**Exhibit A**  
**“Legal Description”**  
**1106 S Veterans Parkway (Rear)**

Tract 1 (PIN 21-11-351-024)

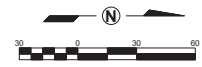
PARKWAY VILLAGE PUD PHASE 4 SUB PT LOT 402 LYG IN SCHOOL DIST 87

Tract 2 (PIN21-11-351-025)

PARKWAY VILLAGE PUD PHASE 4 SUB PT LOT 402 LYG IN SCHOOL DIST 05



# Exhibit B



**APPLICANT:** OLDACRE MCDONALD  
 3841 GREEN HILLS DRIVE, #400  
 NASHVILLE, TN 37215  
 ATTN: TIM DEARMAN  
 PHONE: (615) 269-5444

**TOTAL AREA:** 1.69 AC  
**PAVED SURFACE/BUILDING:** 1.29 AC  
**LANDSCAPED SURFACE:** 0.40 AC

**PARKING SPACES:**  
 CUSTOMER: 2 ACCESSIBLE SPACE (2H)  
 47 STANDARD SPACES (3)  
 STORAGE: 28 SPACES (6)



**LYB**  
 www.lybinc.com  
**Lewis, Yockey & Brown, Inc.**  
 Consulting Engineers & Land Surveyors  
 Professional Design Firm Registration #184.000806  
 605 North Main Street, Bloomington, Illinois  
 Ph: (309) 923-2552

09/21/2021	
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CALIBER COLLISION  
 1106 SOUTH VETERANS PARKWAY  
 BLOOMINGTON, ILLINOIS  
 SPECIAL USE SITE PLAN EXHIBIT



## PLANNING COMMISSION

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**TO:** Planning Commission

**FROM:** Economic & Community Development Department, Planning Division

**DATE:** September 22, 2021

**REQUEST:** PR-07-21 Public hearing, review, and action on a petition submitted by Tim Dearman on behalf of Oldacre McDonald, LLC for an update to the Preliminary Planned Unit Development; and Legislative Site Review, with a Special Use Permit and possible variances, to allow vehicle repair and service in the B-1 (General Commercial) District, for the property located at 1106 S Veterans Parkway (rear), Bloomington, IL 61704, PIN(S): 21-11-351-024, 21-11-351-025 (Ward 8)

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Above: 1106 S Veterans Parkway Rear (Source: Google)

### NOTICE

The application has been filed in conformance with applicable procedural and public notice requirements. Notice was published in *The Pantagraph* on Sunday, September 4, 2021. Courtesy notices were mailed to eight property owners within 500 feet of the subject property.

### PROPERTY INFORMATION

Subject Property:	1106 S Veterans Parkway, Rear
Applicant:	Tim Dearman, Oldacre McDonald
Existing Zoning:	B-1 General Commercial District
Existing Land Use:	Vacant
Property Size:	1.77 acres (combined)
PIN:	21-11-351-024, 21-11-351-025

### BACKGROUND

#### *Petitioners' request:*

The petitioner is requesting a legislative site plan review, and a Special Use to develop an automotive repair shop on the subject property. The proposed structure is roughly 16,000 square feet in size and will feature 20 service bays. All repair services will be conducted inside the building, and larger

engine/transmission repairs will be contracted to other local businesses and preformed off-site. The average storage time for a vehicle is seven days.

*Property Characteristics:*

The subject properties consist of roughly 1.77 acres of land located in Southwestern region of Bloomington. The property is currently vacant. The parcels are bounded by Veterans Parkway, Mercer Avenue, and Village Lane. The parcels make up Lot 42 of the developing Parkway Village Subdivision, which is being constructed in phases; this is phase 4, near the intersection of Interstate 55 and Interstate 74. The surrounding properties are all zoned commercial, industrial, and residential. The surrounding uses vary greatly from a retirement community to a hotel.

**SURROUNDING ZONING AND LAND USES**

	<b>Zoning</b>	<b>Land Uses</b>
North	B-1 General Commercial, and R-3B Multiple Family Residence	Vacant, Retirement Community
South	B-1	Hotel
East	B-1, and M-1, Restricted Manufacturing	Vacant, Insurance
West	B-1	Credit Union, Restaurants



\*A list of permitted uses for commercial districts can be found online in [Chapter 44, Divisions 5-2](#).

*Compliance with the Comprehensive Plan*

The subject property is identified as Tier 1-Infill Redevelopment Priority. The Future Land Use map shows the site as Regional Commercial which his consistent with the property’s B-1 Zoning Classification. Approval of the Special Use algins with the following goals of the Comprehensive Plan.

- Goal ED-1. Ensure a broad range of employment opportunities for all residents.
  - Objective ED-1.2 Leverage community assets in attracting business.
- Goal ED-4. Enhance the image of Bloomington as a business-friendly community.
  - Objective ED-4.4 Prioritize infill and redevelopment to spur growth and reinvestment in the City.

**STANDARDS FOR REVIEW**

**Ch.44, 15-6 Criteria for approval (PUD).**

The proposed development is in alignment with the previously approved Preliminary PUD Amendment for Parkway Village Phase 4. Staff proposes the Planning Commission approve a condition that an updated preliminary plan for the Parkway Project Planned Unit Development Plan be submitted prior to the development and approval of the next phase. The preliminary plan should accurately depict the current development in place, as well as, the proposed future development for the remaining undeveloped lots.

**Ch. 44, 17-9 Legislative site plan review.**

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

*Standards for Consideration for Site Plan Review*

Standard	Discussion and Finding
The extent to which potential incompatibilities between the proposed development and surrounding existing development and/or zoning is minimized by such design features as placement of buildings, parking areas, access driveways and existing or proposed topography.	The building is located near the center of the lot and is not located near any other existing buildings or structures. The proposed parking areas do not meet the minimum 12-foot setback for front yards as outlined in § 44-1205 (B)(3). Additionally, the parking lot does not meet the minimum 6-foot setback from side and rear yards as outlined in § 44-1205 (B)(2). The drive access does not meet the minimum 3 feet from side lot line required in 44-1205 (B)(2). The number of parking spaces provided does not meet the number required in § 44-1208 (A). <b>This standard is met with the condition that the above-mentioned setbacks be met, and the required number of parking spaces be provided.</b>
The extent to which the proposal minimizes any adverse impact of the development upon adjoining land.	The current site plan does not include screening for the vehicles stored outdoors. § 44-1308 (B) of the City Code requires screening for outdoor storage. The screening must meet the conditions outlined in 44-907 of the City Code. <b>The standard is met with the condition screening being installed.</b>
The extent to which adequately improved streets connected to the improved arterial street system are available or can be reasonably supplied to serve the uses proposed in the development.	The street in question is a private drive that connects to Village Ln and Mercer Ave. The private drive was built with a closed drainage system per the request of the Public Works Department. Additionally, the Public Works Department required that an additional northbound lane on the east side of Mercer Ave with related geometric and traffic signal improvements. <b>The standard is met.</b>
The extent to which the proposed development will favorably or adversely affect other persons or property and, if so, whether because of circumstances peculiar to the location the effect is likely to be greater than is ordinarily associated with the development of the type proposed.	The surrounding properties are all zoned B-1 (General Commercial) District and uses range from restaurants to hotels. There are no other uses similar to the proposed development in the area. The activities occurring at the proposed development would be complementary to the existing uses. <b>The standard is met.</b>

**Ch. 44, 17-7 Special Use.**

*For each special use application, the Planning Commission shall report to the Council its findings of fact and recommendations, including the stipulations of additional conditions and guarantees, when deemed necessary, for the protection of the public interest or to meet the specified standards. No Special Use shall be recommended by the Planning Commission for approval unless all of the following factors are found:*

*Standards for Consideration for Special Use*

Standard	Discussion and Finding
<i>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;</i>	The petitioner has indicated that all repair work will be performed inside the shop which will limit the proposed use's activities on surrounding properties. Additionally, § 44-1308 (B) of the City Code requires screening for outdoor storage. The screening must meet the conditions outlines in 44-907 of the City Code. This screening will further reduce the Special Use's impact on the general welfare. <b>The standard is met with the condition screening being installed.</b>
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;	Given the commercial character of the immediate area and the prevalence of auto-related uses within the general area (1.5 miles), the proposed use is compatible with surrounding uses and should not be detrimental to the operation or value of nearby properties. <b>The standard is met.</b>
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;	Establishment of the proposed Special Use at the subject property will contribute to the development of vacant land in an area classified as Tier 1-Infill Priority by the Comprehensive Plan's Land Use Priorities Map. The proposed use is comparable to existing uses in the general area. The potential impacts unique to vehicle repair will be mitigated by additional screening and use requirements. Lastly, the Parkway Village subdivision's internal road network diverts traffic from Veterans Parkway and Mercer Avenue. <b>The standard is met.</b>
That adequate utilities, access roads, drainage and/or necessary facilities have been or will be provided;	An 8-inch watermain extends onto the subject property. The property is serviced by a private storm sewer main that cuts across the property and does run under the proposed building location. The storm sewer ultimately leads to a drainage basin on the out lot to the north. The City suggests but does not require the storm sewer main be relocated. An 8-inch sanitary sewer extends just west of the subject property and can be extended to the proposed development site. The internal road network of the subdivision takes access off Mercer Avenue and can be extended to the proposed development. <b>The standard is met.</b>
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; and	Village Lane provides interior circulation within the Parkway Village subdivision. This takes access from Mercer Avenue. <b>The standard is met.</b>

**Ch. 44, 10-34 Vehicle repair and service.**

*The vehicle repair use is regulated by Ch. 44,10-34 of the City Code which requires additional bulk, height, and use provisions for the repair facility.*

*Standards for Consideration for Vehicle repair and service*

Standard	Discussion and Finding
<i>Location. Not more than two automobile service stations shall be permitted on the quadrants of an intersection and shall not be located closer than 120 feet of a Residential District boundary.</i>	The subject property is not located within 120 feet of a Residential District, nor are there any other automobile service stations sited within the southeast quadrant of the intersection between Veterans Parkway and Mercer Avenue. <b>The standard is met.</b>
Site Standard No curb cuts shall be permitted within 10 feet of a side lot line or 20 feet of a street intersection.	<b>The standard is met.</b>

<p>Site Standard Any area where inoperative vehicles are intended to be stored for a period of more than 10 days shall be fully screened in accordance with Article XIII of this Code to prevent such vehicles from being viewed from a public street or area.</p>	<p>According to the petitioner the vehicles are kept on-site for an average of seven days. Vehicles to be repaired will be kept behind a six-foot screened fence. <b>The standard is met.</b></p>
<p>Site Standard All service equipment (lubrication equipment, hydraulic lifts, etc.) and repair and maintenance work shall be inside the principal building.</p>	<p>Per the petitioner's application, all repair work will occur inside the principal structure. <b>The standard is met.</b></p>
<p>The following activities are expressly prohibited in conjunction with, or accessory to, an automobile service station: aviation sales, automobile sales, boat sales, farm implement sales, house-car trailer sales, mobile home sales, recreation vehicle sales or auto body work, straightening of auto body parts, painting, welding, storage of automobiles not in operating condition, or other work involving noise, glare, fumes, smoke, or other characteristics to an extent greater than otherwise typical of automobile service stations.</p>	<p>None of the aforementioned activities are proposed at the subject property. <b>The standard is met.</b></p>
<p>Outdoor lighting. In addition to the standards of § 44-911, all exterior lighting fixtures shall be directed away from a Residential District and shall not increase the intensity of light within 10 feet of a Residential District boundary line by more than 1/2 footcandle.</p>	<p>The subject property is not in proximity to a Residential District. <b>The standard is met.</b></p>
<p>Building height. The maximum permitted building height shall be 20 feet or one story, whichever is lower.</p>	<p>Based upon the site plan provided the building is one story tall and measures 26 feet in height. <b>The standard is met.</b></p>
<p>Minimum Site and Bulk Standards. Min. Lot Area: 10,000 square feet.</p>	<p>The site is roughly 77,101 square feet in size. <b>The standard is met.</b></p>
<p>Minimum Site and Bulk Standards. Min. Lot Width: 70 feet</p>	<p>The property measures roughly 380 feet wide. <b>The standard is met.</b></p>
<p>Minimum Site and Bulk Standards. Min. Lot Depth: N/A</p>	<p>N/A</p>
<p>Minimum Site and Bulk Standards. Front Yard: 40 feet</p>	<p>Per the site plan provided by the petitioner the building is located 61 feet from the front lot line. <b>The standard is met.</b></p>
<p>Minimum Site and Bulk Standards. Side Yard: 15 feet</p>	<p>Per the site plan provided by the petitioner the building is located 32 feet from the side lot line. <b>The standard is met.</b></p>
<p>Minimum Site and Bulk Standards. Rear Yard: 20 feet</p>	<p>Per the site plan provided by the petitioner the building is located 58 feet from the rear lot line. <b>The standard is met.</b></p>

**STAFF RECOMMENDATION**

Staff finds the request to establish auto repair within the existing PUD Development at 1106 S. Veterans Parkway (**rear**), meets the standards for 1) legislative site plan review, 2) Special Use and 3) Vehicle Repair and Service, and recommends approval of the proposed request, with the following condition(s):

1. The proposed parking lot meets the minimum 12-foot setback for front yards.
2. The proposed parking lot meets the minimum 6-foot setback from side and rear yards.
3. The proposed drive access meets the minimum 3 feet from side lot line.



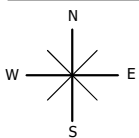
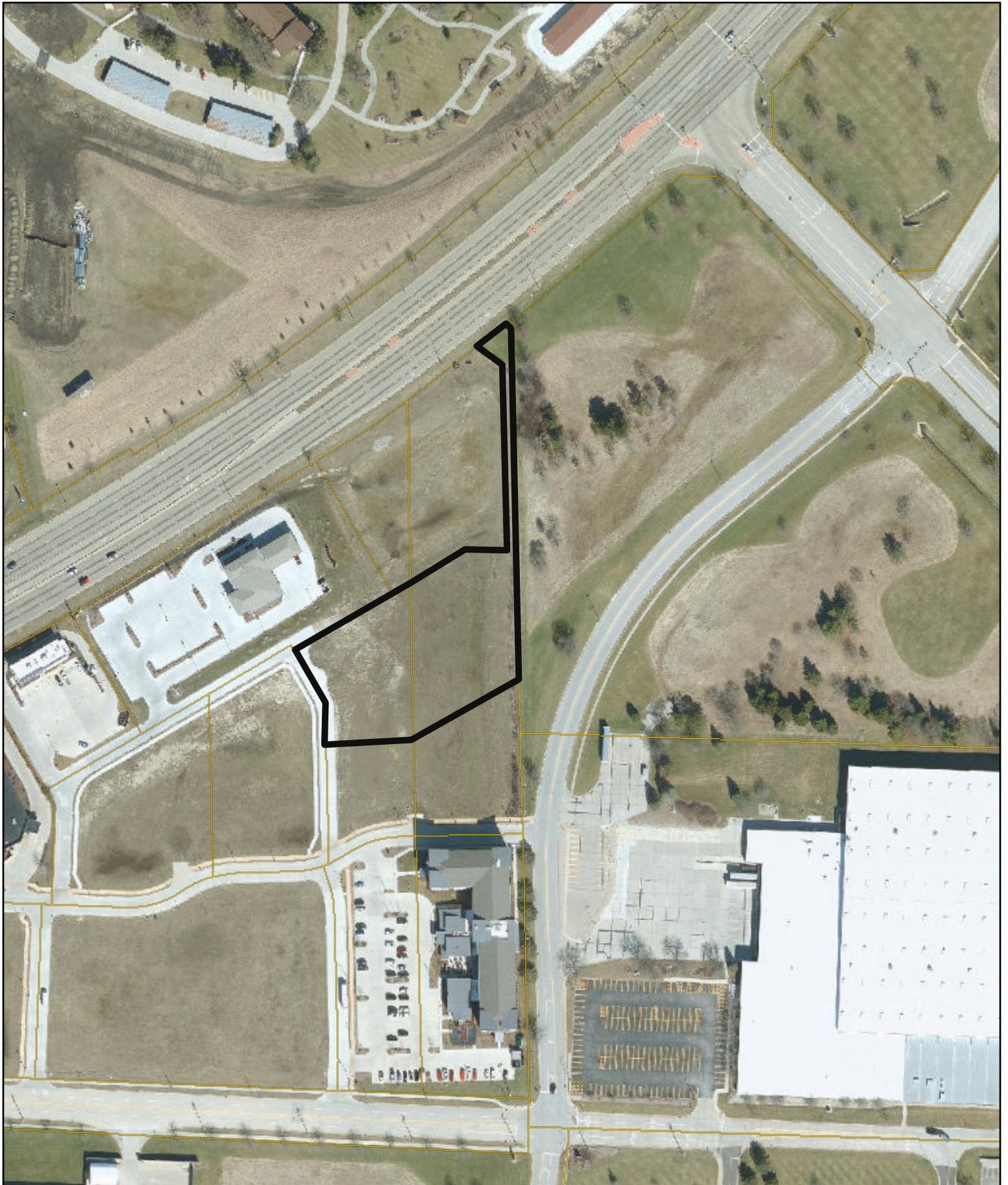
4. The required number of parking spaces be provided (42).
5. Screening be installed to screen the view from Veterans Parkway of the vehicles being stored on the property.
6. Screening be installed along the side rear of the property to screen the view of surrounding properties of the vehicles being stored on the property.
7. An updated preliminary plan for the Parkway Project Planned Unit Development Plan be submitted prior to the development and approval of the next phase.

Respectfully submitted,

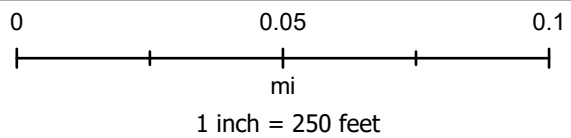
Glen Wetterow  
City Planner

Attachments:

- Draft ordinance
- Aerial map
- Zoning map
- Neighborhood notice and map

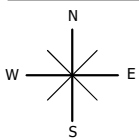


McGIS does not guarantee the accuracy of the information displayed. Only on-site verification or field surveys by a licensed professional land surveyor can provide such accuracy. Use for display and reference purposes only.

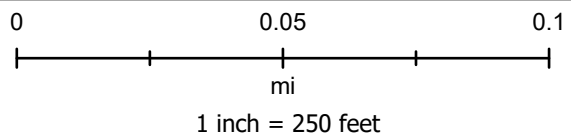




# 1106 S Veterans Parkway - Zoning Map



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





Economic & Community Development  
Department  
115 E Washington St, Ste 201  
Bloomington IL 61701  
(309)434-2226  
planning@cityblm.org

September 3, 2021

Dear Property Owner or Occupant:

The Planning Commission of the City of Bloomington, Illinois, will hold a public hearing on Wednesday, September 22, 2021 at 4:00 PM on an application submitted by Tim Dearman on behalf of Oldacre McDonald, LLC (3841 Green Hills Village Dr., Suite 400, Nashville, TN 37215).

You are receiving this notice because you own or occupy property within a 500-foot radius of the subject property (refer to attached map). All interested persons may present evidence or testimony regarding said petition, or ask questions related to the petitioner's request at the scheduled public hearing.

The applicant is requesting approval for an update to the Preliminary Planned Unit Development; and Legislative Site Review, with a Special Use Permit and possible variances, to allow vehicle repair and service in the B-1 (General Commercial) District, for the property located at 1106 S Veterans Parkway, Bloomington, IL 61704, PIN(S): 21-11-351-024, 21-11-351-025.

This meeting will be held in-person in the Government Center Chambers, 115 E Washington St., 4<sup>th</sup> Floor Room #400 Bloomington, IL 61701. The agenda and packet for the hearing will be available prior to the hearing on the City of Bloomington website at [www.cityblm.org](http://www.cityblm.org). To testify live in a public hearing (where applicable) or provide live public comment you must register at <https://www.cityblm.org/register> or in-person at least 5 minutes before the meeting. Emailed public comment should be sent to [publiccomment@cityblm.org](mailto:publiccomment@cityblm.org) at least 15 minutes before the start of the meeting. This hearing will be accessible to individuals with disabilities in compliance with the ADA and other applicable laws. For special needs please contact the City Clerk at 115 E. Washington St., Ste 103, Bloomington, IL 61701 (309) 434-2240, [cityclerk@cityblm.org](mailto:cityclerk@cityblm.org) or TTY at (309) 829-5115.

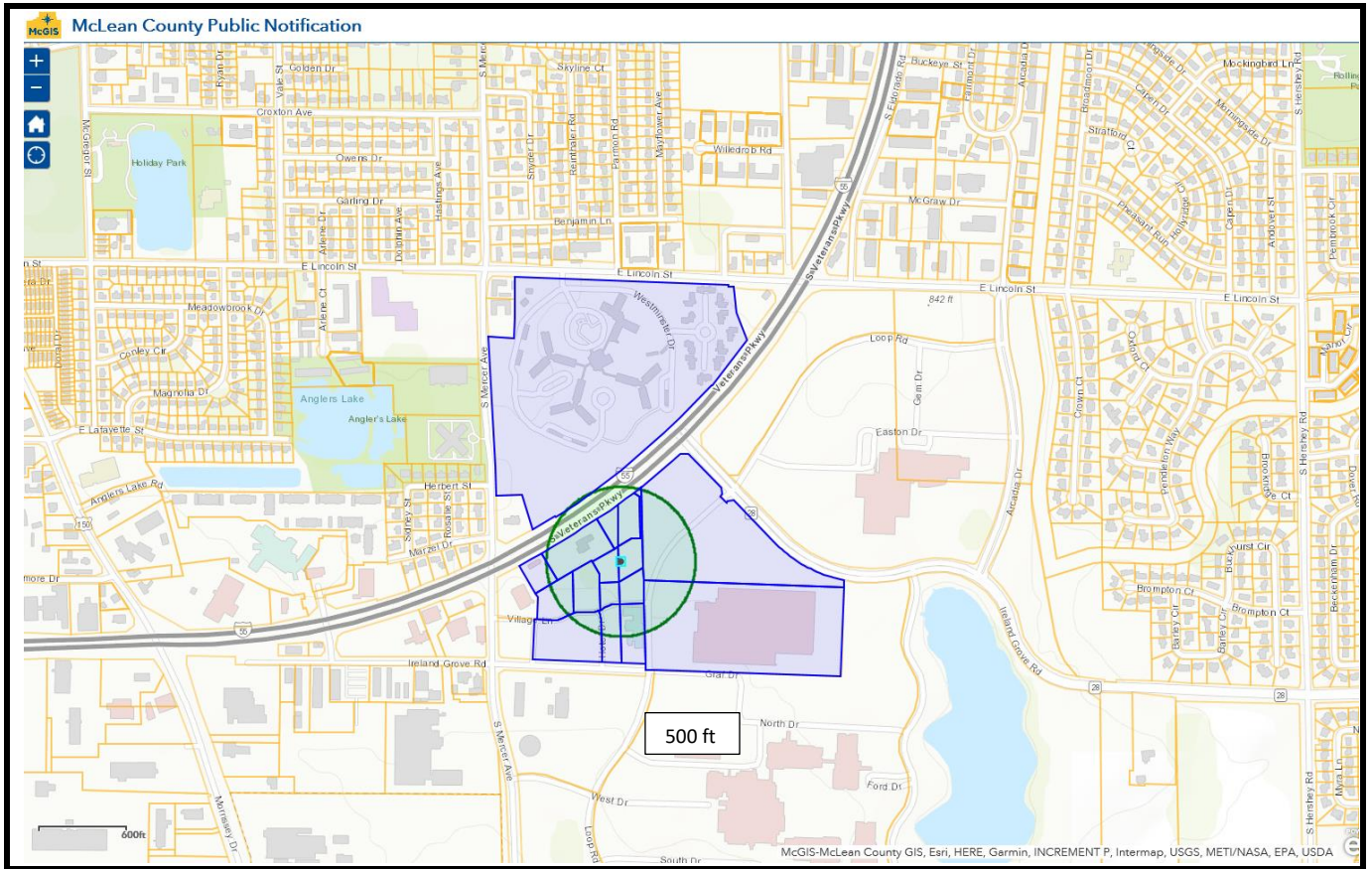
Please note this meeting could be subject to change based on a lack of quorum or other reasons. Notice of a change will also be posted online at [www.cityblm.org](http://www.cityblm.org).

Sincerely,

Planning Division staff



# Map of notified properties within 500 ft of subject property



and in a version they had presented the definition had been reviewed. However, the version adopted did not have the revision. It is believed to have been an oversight.

No additional questions for staff.

Petitioner was present but did not have any questions or comments.

Public Hearing was closed.

Mr. Krieger motioned to accept the text amendment as presented. Mr. Muehleck seconded the motion. Roll call vote: Mr. Danenberger - Yes, Mr. Boyd - Yes, Mr. Muehleck - Yes, Mr. Krieger - Yes, Mr. Sant Amour - Yes, Mr. Mohr - Yes. The motion was approved (6-0-0).

**B. PR-07-21 Public hearing, review, and action on a petition submitted by Tim Dearman on behalf of Oldacre McDonald, LLC for an update to the Preliminary Planned Unit Development; and Legislative Site Review, with a Special Use Permit and possible variances, to allow vehicle repair and service in the B-1 (General Commercial) District, for the property located at 1106 S Veterans Parkway, Bloomington, IL 61704, PIN(S): 21-11-351-024, 21-11-351-025 (Ward 8)**

Mr. Wetterow presented the case to the Planning Commission. He emphasized the previous text amendment was needed to proceed with this case. This case is for an automobile collision and repair service station. The business is located at 1006 S Veterans Parkway Rear. The address was incorrectly identified in the presentation and Mr. Wetterow noted that. The case mentions the need for potential variances. These variances were a result of deficiencies identified in the initial site plan provided and it was determined the best way to keep this case moving forward was to address the deficiencies as variances. Between the time the Commission received their packet and now, staff has been in communication with the petitioner and a revised site plan has been provide which addresses all the deficiencies in the initial site plan. There is no longer a need for any variances to be requested. The request before the Commission now is to approve as presented, with the revised site plan. Mr. Wetterow then went over his presentation on the case.

This case has three parts to it that need to be reviewed and approved by the Commission. Chapter 44, Section 17-9 requires a Legislative Site Plan Review. Chapter 44, Section 17-7 requires a review of the standards and conditions for a Special Use. Chapter, 44 Section 10-34 requires a review of the use, vehicle repair and service.

Mr. Wetterow asked the Commission how they would like him to proceed with his presentation based upon the revised site plan as it had impacted the the decision on some of the standards for review being met. Chairman Mohr suggested Mr. Wetterow address the standards where the determination had changed. Mr. Wetterow then proceeded with his presentation addressing only those standards where the determination had changed.

The site plan does indicate parking area conforms with the 12-foot setback from front yards and 6-foot setback from side and rear yards. The drive access does meet the 3-foot minimum requirement from side lot line and the number of parking spaces indicated does meet the number required by code (42). The parking is based upon the number of bays and there were

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17 bays indicated within the building. An additional handicap parking space is indicated because it was required by the Illinois Accessibility Code.

The fence and landscaping indicated on the site plan that will ensure the impact on surrounding properties is minimized. The fence will screen the vehicles being stored outdoors. The Special Use also has a requirement for screening which is met via the indicated fence and landscaping.

Chairman Mohr highlighted this is a flowing process because staff is working with the petitioner to arrive at a mutually agreeable solution which he feels is a constructive way to approach it.

Chairman Mohr has a question about the site plan. He inquired about the bubbled area on the plan. Mr. Wetterow stated it is depicting existing foliage. He was not concerned, just curious.

No additional questions for staff.

Samantha Walley of Meyr Capel (202 N Center St) spoke on behalf of the petitioner, Tim Dearman. Ms. Walley highlighted that the legal description in exhibit A was not correct and the parcel identification numbers were also not incorrect. The phase 4 map and legal description did match. Ms. Walley called out that the proposed ordinance identifies a condition that the petitioner provide an updated preliminary site plan for the PUD prior to future development. Ms. Walley stated the petitioner will be happy to comply with this to the best of their ability, but the petitioner only purchased this portion of the subdivision and has not future development plans with the subdivision. They are unable to comply with this condition because it is dependent upon the subdivision property owner providing the updated plan, but will be happy to assist in helping update the future PUD plan. Mr. Wetterow apologize for interjecting, but he wanted to note that he had spoken to the petitioner about this condition and addressed it with the City's legal counsel and this condition is being removed.

Chairman Mohr asked Mr. Wetterow if exhibit A will be revised. Mr. Wetterow stated it would be apologized for the error.

The Commission had no questions for Mr. Walley and there were no other individuals wishing to speak on the case.

Chairman Mohr had a procedural question for Mr. Boyle. Since the conditions had been met by the updated site plan, did the conditions still need to be noted or can they proceed forward with the request. Mr. Boyle stated that the Commission could proceed forward with the request based upon the site plan (revised) as presented. Mr. Boyle did not see the need to refer to the conditions if they have been met.

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Mr. Krieger motioned to approve to establish findings of fact that the subject property meets the site plan review criteria in Chapter 44.17-9 and Special Use criteria in Chapter 44.17-7 of the City Code. the proposed request the text amendment as presented. Mr. Danenberger seconded the motion. Voice vote: Ayes were unanimous, and the motion carried.

Mr. Muehleck motioned to recommend approval of the petition submitted by Tim Dearman on behalf of Oldacre McDonald, LLC for an update to the Preliminary Planned Unit Development; and Legislative Site Review, with a Special Use Permit, to allow vehicle repair and service in the B-1 (General Commercial) District with an updated exhibit A to reflect the accurate information about the parcel. Mr. Krieger seconded the motion. Voice vote: Ayes were unanimous, and the motion carried.

#### **OLD BUSINESS**

No items.

#### **NEW BUSINESS**

Chairman Mohr would like to find a time for the Commission to sit down together and get better acquainted as there has been a recent shift in the members on the Commission.

#### **ADJOURNMENT**

Mr. Danenberger motioned to adjourn. Mr. Muehleck seconded. Voice Vote: Ayes were unanimous, and the motion carried. The meeting was adjourned at 4:29 PM.

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MEETING MINUTES

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## CONSENT AGENDA ITEM NO. 8.L

**FOR COUNCIL:** October 25, 2021

**SPONSOR:** Economic & Community Development Department

**WARD IMPACTED:** City-Wide Impact

**SUBJECT:** Consideration and action on an Ordinance Approving a Text Amendment to the Bloomington City Code, Chapter 44, Relating to Auto Repair and Service, as requested by the Economic & Community Development Department.

**RECOMMENDED MOTION:**

The proposed Ordinance be approved.

**STRATEGIC PLAN LINK:**

-Goal 3. Grow the Local Economy

**STRATEGIC PLAN SIGNIFICANCE:**

- Objective 3d. Expanded retail businesses
- Objective 3c. Revitalization of older commercial homes
- Objective 3a. Retention and growth of current local businesses

**BACKGROUND:** At the regular City Council meeting on August 23, 2021, the City Council approved Resolution No. 2021-31, per Chapter 44, 17-6 of the Bloomington City Code, to initiate various text amendments. With this approval, various text amendment proposals will be heard by the Planning Commission in a public hearing format, then forwarded back to the City Council with a recommendation.

The first text amendment pursuant to this resolution is related to vehicle repair and service. The current code, adopted in 2019, indicates vehicle repair and service is a permitted use in the table of permitted uses, but then excludes it from the definition section as a primary use.

On September 22, 2021, the Planning Commission voted 6-0-0 to recommend the proposed text amendment related to auto repair and service.

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

**COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED:** The City published notice of the hearing in *The Pantagraph* on Monday, September 4, 2021.

**FINANCIAL IMPACT:** An excluded use will again be allowed, increasing potential sales tax earnings potential.

**COMMUNITY DEVELOPMENT IMPACT:** Goal ED-1. Ensure a broad range of employment opportunities for all residents. Objective ED-1.2 Leverage community assets in attracting

businesses. Goal ED-4 Enhance the image of Bloomington as a business-friendly community. Objective ED-4.2 Prioritize infill and redevelopment to spur growth and reinvestment in the City.

Respectfully submitted for Council consideration.

Prepared by: Kimberly Smith, Asst Economic & Community Development Director

Reviewed by:



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Melissa Hill, Economic and Community Development Director

10/18/2021



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Chris Tomerlin, Budget Manager

10/18/2021

**George Boyle**

George Boyle, Assistant Corporation Counsel

10/19/2021



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Tara Henry, Legislative Assistant & Records Manager

10/21/2021

**Attachments:**

- E&CD 1B Ordinance
- E&CD 1C PR-Z-22-21 Staff report - text
- E&CD 1D DRAFT Minutes 9.22.21 - Z-22-21

**ORDINANCE NO. 2021 - \_\_\_\_\_**

**AN ORDINANCE APPROVING A TEXT AMENDMENT TO THE BLOOMINGTON CITY CODE, CHAPTER 44, RELATING TO AUTO REPAIR AND SERVICE**

WHEREAS, at the regular City Council meeting on August 23, 2021, the City Council approved Resolution No. 2021-31, per Chapter 44, 17-6 of the Bloomington City Code, to initiate various text amendments.

WHEREAS, pursuant to Resolution no. 2021-31, Staff of the Economic and Community Development Department of the City of Bloomington, McLean County, Illinois, filed a petition requesting to amend the text of the Bloomington City Code Chapter 44, Relating to Auto Repair and Service; and

WHEREAS, the Bloomington Planning Commission, after proper notice was given, conducted a public hearing on said petition to amend the Bloomington City Code Chapter 44, Relating to Auto Repair and Service as set forth in Exhibit "A"; and

WHEREAS, following said public hearing, the Planning Commission recommended approval of said text amendment; and

WHEREAS, the City Council is authorized to adopt this Ordinance and approve the petition for text amendment.

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

1. The above recitals are incorporated into and made a part of this ordinance as though fully set forth herein.
2. The petition to amend Chapter 44 to incorporate the language relating to Auto Repair and Service set forth in Exhibit A is hereby approved and said Chapter is amended accordingly.
3. This Ordinance shall be in full force and effective as of the time of its passage and approval.

PASSED this 25th day of October 2021.

APPROVED this \_\_\_\_\_ day of October 2021.

**CITY OF BLOOMINGTON**

**ATTEST**

\_\_\_\_\_  
Mboka Mwilambwe, Mayor

\_\_\_\_\_  
Leslie Smith-Yocum, City Clerk

## EXHIBIT A

(Additions are indicated by underlining; deletions are indicated by strikeouts.)

### VEHICLE REPAIR AND SERVICE

See ~~“automobile service station.”~~ A building, accessory building, or an accessory portion of the principal building on the premises which is intended for or being used for repair and servicing of motor vehicles or other motor driven means of transportation, including general repair, engine rebuilding, reconditioning, and autobody services (e.g. collision service or refinishing).





PLANNING COMMISSION

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TO: Planning Commission

FROM: Economic & Community Development Department, Planning Division

DATE: September 22, 2021

REQUEST: Z-22-21 Public Hearing, review and action on text amendments, modifications and deletions to the Bloomington Zoning Ordinance, Chapter 44 of the City Code, submitted by the Bloomington City Council (Resolution 2021-31) relating to (1) auto repair and sale exclusions, definition, and zoning; (2) updating certain zoning classifications; (3) reviewing residential uses that were previously permitted by right or via Special Use in commercial districts should again be allowed; (4) zoning for snack food manufacturing; (5) zoning for assisted living facilities; and (6) the review and submission process and commission schedules.

---

**BACKGROUND**

At the regular City Council meeting on August 23, 2021, the City Council approved Resolution no. 2021-31, per Chapter 44.17-6 of the Bloomington City Code, to initiate text amendments to the City's zoning regulations, Chapter 44 of the Bloomington City Code (see attached memorandum and resolution).

Specifically, identified need for amendments relate to:

1. Auto repair and sale exclusions, definitions, and zoning; and
2. Updating certain zoning classifications; and
3. Reviewing residential uses that were previously permitted by right or via special use in commercial districts that should be allowed again; and
4. Zoning for snack food manufacturing; and
5. Zoning for assisted living facilities; and
6. The review and submission process and commission schedules.

This memorandum will focus on Auto Repair; subsequent amendments pursuant to the Resolution described about will be brought forward to the Planning Commission on future dates.

*Issue*

After practical application of the comprehensive rewrite of the zoning code, adopted March 11, 2019, deficiencies related to auto repair were noted, particularly, it was discovered that vehicle repair and service were not permitted as a primary use:

- "Vehicle repair and service" is listed in the permitted use tables (Ch. 44, 5-2 and Ch. 44, 6-2) as permitted by right in the M-1 and M-2 Industrial Districts not adjoining residential, as a Special Use in the B-1, General Commercial District; and also as a Special Use in the M-1 and M-2 Manufacturing Districts when the use adjoins a residential district boundary line; and
- The definition "vehicle repair and service" (Ch. 44, 16) refers the reader to the definition for "automobile service station;" and the definition for "automobile service station" is a lengthy definition that states "activities permissible at an automobile service station do not include....autobody work, straightening of auto body parts, painting, welding, storage of automobiles not in operating condition, or other work involving noise, glare, fumes, smoke or other characteristics to an extent greater than normally found in automobile service stations."

### *Suggested Solution*

This combination of definitions effectively disallows auto repair as a primary use anywhere in the City; adding definitions to separate "vehicle repair and service" from "automobile service station" would resolve this. After careful research and discussion with the consulting company that helped write the code amendments, it was determined that text which would resolve this was already proposed in a code draft dated September 11, 2017. This text was not included in the final, codified version of the code; however the consultant and staff believe this was an oversight.

The recommended change, therefore, is as follows (add underline words, and delete stricken words):

### VEHICLE REPAIR AND SERVICE

See "~~automobile service station.~~" A building, accessory building, or an accessory portion of the principal building on the premises which is intended for or being used for repair and servicing of motor vehicles or other motor driven means of transportation, including general repair, engine rebuilding, reconditioning, and autobody services (e.g. collision service or refinishing).

### STAFF RECOMMENDATION

Staff recommends approval of the proposed text amendment, as described.

Respectfully submitted,

Kimberly Smith, AICP, MAUP, MBA  
Assistant Economic and Community Development Director

Attachments:

Council Memo for August 23, 2021, Item 7.H.  
Resolution No. 2021-31

## MINUTES

Mr. Boyd motioned to approve the minutes from the regular June 23, 2021 meeting with corrections (Under Regular Agenda Item A - Inquiry was made by Mr. Meuhleck and Mr. Moyr' s last name was misspelled). Mr. Muehleck seconded. Voice Vote: The ayes were unanimous, and the motion carried.

## REGULAR AGENDA

**A. Z-22-21 Public hearing, review and action on text amendments, modifications and deletions to the Bloomington Zoning Ordinance, Chapter 44 of the City Code, submitted by the Bloomington City Council (Resolution 2021-31) relating to (1) auto repair and sale exclusions, definition, and zoning; (2) updating certain zoning classifications; (3) reviewing residential uses that were previously permitted by right or via Special Use in commercial districts should again be allowed; (4) zoning for snack food manufacturing; (5) zoning for assisted living facilities; and (6) the review and submission process and commission schedules.**

Mr. Wetterow spoke on behalf of the City of Bloomington for the proposed text amendments. Mr. Wetterow informed the Planning Commission that only one text amendment was going to be brought before them today. The original intent was to present several text amendments, but only one text amendment is going to be addressed today and it is for auto repair and sale exclusions, definition, and zoning. This text amendment relates to the following case being presented to the Planning Commission and had to be addressed before the following case could be heard. At the regular City Council meeting on August 23<sup>rd</sup> 2021 City Council approved resolution 2021-31. This resolution allowed the City Council the authority to initiate text amendments to its zoning regulations, Chapter 44 of the Bloomington City Code and to direct the Bloomington Planning Commission to hold public hearings on said amendments. A need to modify the code as it related to automobile sales and services was identified. This why this amendment is before the Commission. Other amendments listed will be addressed at future Planning Commission meetings.

The City's Zoning Code underwent a comprehensive rewrite that was adopted in March 21, 2019 and after said rewrite some deficiencies related to auto repair were noted. One key deficiency was vehicle sale and service was not listed as a permitted use in B-1 zoning, but the older version of the code did permit vehicle sale and service in the B-1 zoning. Currently, auto repair and service is a Special Use in B-1 zoning. The definition of auto repair and service requires you refer to automobile service station. Many of the activities associate with automotive repair are not allowed under the definition of automobile service station. The permitted use table and the definitions of uses did not align. Staff did not see the need to modify the permitted use table as the uses align with the zoning but did see the need for a change in the definition of vehicle repair and service to include the activities associated with this type of use. This change in definition now allows for vehicles repair and service use to better align with the permitted use table. Staff's recommendation is for Planning Commission to approve the change in definition as presented.

Chairman Mohr asked if it would be fair to summarized this as a correction to an unintended consequence of the code change back in 2019. Mr. Wetterow stated that would be correct. Staff had consulted with the consultant who had assisted with the code change back in 2019

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WEDNESDAY, SEPTEMBER 22, 2021

and in a version they had presented the definition had been reviewed. However, the version adopted did not have the revision. It is believed to have been an oversight.

No additional questions for staff.

Petitioner was present but did not have any questions or comments.

Public Hearing was closed.

Mr. Krieger motioned to accept the text amendment as presented. Mr. Muehleck seconded the motion. Roll call vote: Mr. Danenberger - Yes, Mr. Boyd - Yes, Mr. Muehleck - Yes, Mr. Krieger - Yes, Mr. Sant Amour - Yes, Mr. Mohr - Yes. The motion was approved (6-0-0).

- B. PR-07-21** Public hearing, review, and action on a petition submitted by Tim Dearman on behalf of Oldacre McDonald, LLC for an update to the Preliminary Planned Unit Development; and Legislative Site Review, with a Special Use Permit and possible variances, to allow vehicle repair and service in the B-1 (General Commercial) District, for the property located at 1106 S Veterans Parkway, Bloomington, IL 61704, PIN(S): 21-11-351-024, 21-11-351-025 (Ward 8)

Mr. Wetterow presented the case to the Planning Commission. He emphasized the previous text amendment was needed to proceed with this case. This case is for an automobile collision and repair service station. The business is located at 1006 S Veterans Parkway Rear. The address was incorrectly identified in the presentation and Mr. Wetterow noted that. The case mentions the need for potential variances. These variances were a result of deficiencies identified in the initial site plan provided and it was determined the best way to keep this case moving forward was to address the deficiencies as variances. Between the time the Commission received their packet and now, staff has been in communication with the petitioner and a revised site plan has been provide which addresses all the deficiencies in the initial site plan. There is no longer a need for any variances to be requested. The request before the Commission now is to approve as presented, with the revised site plan. Mr. Wetterow then went over his presentation on the case.

This case has three parts to it that need to be reviewed and approved by the Commission. Chapter 44, Section 17-9 requires a Legislative Site Plan Review. Chapter 44, Section 17-7 requires a review of the standards and conditions for a Special Use. Chapter, 44 Section 10-34 requires a review of the use, vehicle repair and service.

Mr. Wetterow asked the Commission how they would like him to proceed with his presentation based upon the revised site plan as it had impacted the the decision on some of the standards for review being met. Chairman Mohr suggested Mr. Wetterow address the standards where the determination had changed. Mr. Wetterow then proceeded with his presentation addressing only those standards where the determination had changed.

The site plan does indicate parking area conforms with the 12-foot setback from front yards and 6-foot setback from side and rear yards. The drive access does meet the 3-foot minimum requirement from side lot line and the number of parking spaces indicated does meet the number required by code (42). The parking is based upon the number of bays and there were

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**MEETING MINUTES**

**PUBLISHED BY THE AUTHORITY OF THE PLANNING COMMISSION OF BLOOMINGTON, ILLINOIS**

**WEDNESDAY, SEPTEMBER 22, 2021**



## CONSENT AGENDA ITEM NO. 8.M

**FOR COUNCIL:** October 25, 2021

**SPONSOR:** Public Works Department

**WARD IMPACTED:** City-Wide Impact

**SUBJECT:** Consideration and action on an Ordinance Authorizing a Construction Contract Between the City of Bloomington and Hoerr Construction, Inc., for the FY2022 Sewer Rehabilitation Program (BID 2022-11), in the Amount of \$1,643,876.40, as requested by the Public Works Department.

**RECOMMENDED MOTION:**

The proposed Ordinance be approved.

**STRATEGIC PLAN LINK:**

- Goal 5. Great Place - Livable, Sustainable City
- Goal 2. Upgrade City Infrastructure and Facilities

**STRATEGIC PLAN SIGNIFICANCE:**

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

**BACKGROUND:** Public Works is recommending the approval of an Ordinance Authorizing a Construction Contract Between the City of Bloomington and Hoerr Construction, Inc., for the FY2022 Sewer Rehabilitation Program (BID 2022-11), in the amount of \$1,643,876.40.

The proposed work within this contract includes the Base Bid and Additive Alternatives 1 and 3. This scope of work involves installation of approximately 28,000 feet of sanitary sewer cured-in-place pipe lining (CIPP) of sizes between eight inches and 24 inches, and a contingency line item.

The CIPP sewer lining process involves inverting or pulling a resin-saturated tube made of polyester, fiberglass cloth, or other materials into an existing pipe and curing the resin with hot water or steam to form a tight-fitting and corrosion-resistant pipe. Sewers requiring CIPP liners were selected for rehabilitation, based on review and recommendations by RJN Group, a City engineering consultant. RJN was hired by the City to evaluate and make recommendations after reviewing over 300,000 feet (about 57 miles) of closed-circuit television (CCTV) sewer videos. The CCTV sewer videos evaluated by RJN were developed through the City's annual CCTV contract.

The Public Works Department prepared plans and specifications for the FY 2022 Sewer Rehabilitation and advertised the project for competitive bids beginning on August 31, 2021. Bids for this contract were received until 2:00 PM, September 23, 2021, in the office of the City Clerk. Staff received 2 bids and opened them electronically at 2:05 PM, September 23, 2021.

<i>Engineer's Estimate</i>	<u>Base Bid + Add. Alt. 1 and 3</u>
Hoerr Construction, Inc. (Low Bid)	\$ 1,788,007.00
Insituform Technologies USA, LLC	\$ 1,643,876.40
	\$ 1,730,610.60

The bid package included a Base Bid and 3 Additive Alternatives that could be selected if the bids came in under the FY 2022 budgeted amount. The bid package sections with "Low Bid" values and recommendations are as follows:

- A. Base Bid - base sewer rehabilitation pay items - \$1,502,860 - Award
- B. Additive Alternative 1 - additional sewer rehab lines - \$132,440 - Award
- D. Additive Alternative 3 - Zia monitoring system - \$8,576.40 - Award

**Total Award \$1,643,876.40**

Only Additive Alternative 2 is not recommended, because it would push the total contract value to \$1,871,344.40, which would be beyond the FY 2022 budgeted amount. The contract allows 240 calendar days for the work to be completed from the issuance of the Notice to Proceed.

Since 2012, the City of Bloomington has televised approximately 250 miles, or 75 percent, of the 335 miles of combo and sanitary sewers using CCTV. By televising the sewers, staff and consultants can determine the condition of the existing sewer system and prioritize sewers to be lined, before potential failures at the surface, and reduce the chances of expensive sewer point repairs that require traditional excavation methods.

In addition to the televising on these contracts, the City receives a detailed pipe assessment and rating utilizing a standardized system called the NASSCO Pipeline Assessment Certification Program (PACP). The sewer rehabilitation contracts prioritize the sewers that require CIPP lining based on such criteria as: Consequences of Failure (COF), PACP structural assessment or Likelihood of Failure (LOF), and the location of the sewer under major City routes. Based on the RJN report, this sewer rehabilitation contract will address approximately 26,000 feet of the 38,000 feet of the PACP structural scores of 5, which are the pipes that are rated as extremely high risk for failure or a LOF of 5.

If the City can determine the conditions and potential failures in the sewer system before the road fails, there is a good chance that point repairs and road failures would be minimized from lining with a structural CIPP liner. The average point repair can cost \$15,000 or more, and the City could line over 750 feet of 8" sewer with the same money. The 2014 City of Bloomington Stormwater and Sanitary Sewer Master Plans has recommended spending \$3,250,000 annually to rehabilitate the City's sewer system.

**COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED:** The Request for Bids was advertised in *The Pantagraph* on Tuesday, August 31, 2021.

**FINANCIAL IMPACT:** This project is included in the FY 2022 Budget as the "Multi-Year Sewer & Manhole Lining Program" for \$1,750,000. If approved, the awarded contract amount of \$1,643,976.40 will be paid out of the Sanitary Sewer-Sewer Construction & Improvement



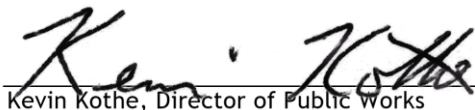
account (51101100-72550). Stakeholders can locate this in the FY 2022 Budget Book titled "Other Funds & Capital Improvement" on pages 139, 215, 300, 306 and 307.

**COMMUNITY DEVELOPMENT IMPACT:** Goal UEW-1. Provide quality public infrastructure within the City to protect public health, safety and the environment, Objective UEW-1.1. Maintain the existing City operated infrastructure in good condition by prioritizing maintenance over building new and implementing fees to cover costs, Objective UEW-1.7. Reliable and efficient collections systems (sanitary sewer, combined sewer, and storm sewer systems) to protect public health, safety and the environment.

Respectfully submitted for Council consideration.

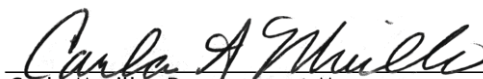
Prepared by: Ward Snarr, Civil Engineer II

Reviewed by:



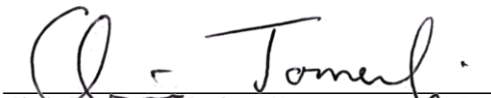
Kevin Kothe, Director of Public Works

10/12/2021



Carla Murillo, Procurement Manager

10/12/2021



Chris Tomerlin, Budget Manager

10/12/2021



Jeffrey R. Jurgens, Corporation Counsel

10/14/2021



Tara Henry, Legislative Assistant & Records Manager

10/21/2021

**Attachments:**

- PW 4B Ordinance\_FY22 Sewer Rehabilitation Contract 10252021
- PW 4C Contract\_FY22 Sewer Rehabilitation 10252021
- PW 4D Bid Tab\_FY22 Sewer Rehabilitation 10252021
- PW 4E Overall Plan\_FY22 Sewer Rehabilitation 10252021
- PW 4F Completed Lining Map\_FY22 Sewer Rehabilitation 10252021

**ORDINANCE NO. 2021 - \_\_\_\_**

**AN ORDINANCE AUTHORIZING A CONSTRUCTION CONTRACT BETWEEN THE CITY OF BLOOMINGTON AND HOERR CONSTRUCTION, INC., FOR THE FY2022 SEWER REHABILITATION PROGRAM (BID 2022-11), IN THE AMOUNT OF \$1,643,876.40**

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

WHEREAS, subject to the provisions of the City Code, City staff is recommending a contract with Hoerr Construction, Inc. (CONTRACTOR), be approved for the FY2022 Sewer Rehabilitation Program (PROJECT) in the amount of \$1,643,876.40; and

WHEREAS, PROJECT consists of the installation of approximately 28,000 feet of sanitary sewer cured-in-place pipe lining of sizes between eight inches and 24 inches, and a contingency line item; and

WHEREAS, the City Council finds it in the best interest of the City to approve the contract;

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

That the recitals set forth above are incorporated herein and the City Manager, or designated representatives, are authorized to execute the Contract, and any other necessary documents to effectuate the purchase. The City Manager, or designee, is further authorized to approve any changes to the work or increases in the contract amount, up to the contingency amount set forth in the contract, to the extent the City Manager finds such to be in the best interests of the City.

PASSED this 25th day of October 2021.

APPROVED this \_\_\_\_ day of October 2021.

**CITY OF BLOOMINGTON**

**ATTEST**

\_\_\_\_\_  
Mboka Mwilambwe, Mayor

\_\_\_\_\_  
Leslie Smith-Yocum, City Clerk

**CITY OF BLOOMINGTON  
CONTRACT WITH  
Hoerr Construction, Inc.  
FOR**

the FY 2022 SEWER REHABILITATION project

**THIS AGREEMENT**, dated this 25th day of October, 2021, is between the City of Bloomington (hereinafter "CITY") and Hoerr Construction, Inc. (hereinafter "CONTRACTOR").

**NOW THEREFORE**, the parties agree as follows:

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

**Section 2. Incorporation of Bid/RFP/RFO & Proposal Terms / Prevailing Wage.** This work was subject to the following procurement initiative by the CITY:  
FY 2022 SEWER REHABILITATION BID #2022-11 (hereinafter "Request")

Accordingly, the provisions of the Request and the proposal submitted by CONTRACTOR (hereinafter collectively referred to as "Procurement Documents" and attached as Exhibit A), shall be incorporated into this Contract and made a part thereof and shall be considered additional contractual requirements that must be met by CONTRACTOR. In the event of a direct conflict between the provisions of this contract and the incorporated documents, the provisions of this contract shall apply. This contract calls for the construction of a "public work," within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/01 et seq. ("the Act"). The Act requires contractors and subcontractors to pay laborers, workers and mechanics performing services on public works projects no less than the current "prevailing rate of wages" (hourly cash wages plus amount for fringe benefits) in the county where the work is performed. The Department publishes the prevailing wage rates on its website. The Department revises the prevailing wage rates and the contractor/subcontractor has an obligation to check the Department's web site for revisions to prevailing wage rates. For information regarding current prevailing wage rates, please refer to the Illinois Department of Labor's website. All contractors and subcontractors rendering services under this contract must comply with all requirements of the Act, including but not limited to, all wage requirements and notice and record keeping duties. This includes Public Act 100-1177 which became effective on June 1, 2019.

**Section 3. Description of Services.** CONTRACTOR shall provide the services/work identified in the Procurement Documents, and specifically as follows: FY 2022 Sewer Rehabilitation with CIPP liners of various sizes and other work items related to the lining.

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

- A flat fee of \$ \_\_\_\_\_ as set forth in the Procurement Documents.
- Fees as set forth in the Procurement Documents.

**Section 5. Default and Termination.** Either party shall be in default if it fails to perform all or any part of this Contract. If either party is in default, the other party may terminate this Contract upon giving written notice of such termination to the party in default. Such notice shall be in writing and provided thirty (30) days prior to termination. The non-defaulting party shall be entitled to all remedies, whether in law or equity, upon the default or a violation of this Contract. In addition, the prevailing party shall be entitled to reimbursement of attorney's fees and court costs.

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

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

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

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

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

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

**Section 12. Attorney Fees.** In the event that any action is filed in relation to this agreement, the unsuccessful party in the action shall pay to the successful party, in addition to all the sums that either party may be called on to pay, a reasonable sum for the successful party's attorneys' fees.

**Section 13. Paragraph Headings.** The titles to the paragraphs of this agreement are solely for the convenience of the parties and shall not be used to explain, modify, simplify, or aid in the interpretation of the provisions of this agreement.

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

CITY OF BLOOMINGTON

Hoerr Construction, Inc.

By: \_\_\_\_\_  
Its City Manager

By: \_\_\_\_\_  
I ent

ATTEST:

By: \_\_\_\_\_  
City Clerk

By: \_\_\_\_\_  
Its Administrator

CITY OF BLOOMINGTON  
**FY 2022 SEWER REHABILITATION**  
 PROJECT NO. # 50-18-53006-22-00  
 Bid No. 2022-11  
**Bid Tabulation**

Bid Opening Date: 09/23/2022  
 Bid Opening Time: 2:05 PM  
 Prepared By: WFS 09/23/2021

**LOW BID**

		Budget	Award						
A. SEWER REHAB.				ENGINEERS ESTIMATE		Hoerr Construction Inc.		Insituform Technologies USA, LLC	
BASE BID		\$1,750,000.00							
ITEM	DESCRIPTION	UNIT	APPROX. QTY	UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL
1	8" Dia. Cured-In-Place Pipe (CIPP)	LF	5015	\$32.00	\$160,480.00	\$29.00	\$145,435.00	\$28.40	\$142,426.00
2	10" Dia. Cured-In-Place Pipe (CIPP)	LF	630	\$35.00	\$22,050.00	\$37.00	\$23,310.00	\$30.30	\$19,089.00
3	12" Dia. Cured-In-Place Pipe (CIPP)	LF	11730	\$37.00	\$434,010.00	\$38.00	\$445,740.00	\$34.90	\$409,377.00
4	14" Dia. Cured-In-Place Pipe (CIPP)	LF	1303	\$47.00	\$61,241.00	\$48.00	\$62,544.00	\$47.00	\$61,241.00
5	15" Dia. Cured-In-Place Pipe (CIPP)	LF	3483	\$50.00	\$174,150.00	\$52.00	\$181,116.00	\$56.00	\$195,048.00
6	18" Dia. Cured-In-Place Pipe (CIPP)	LF	4333	\$64.00	\$277,312.00	\$55.00	\$238,315.00	\$62.00	\$268,646.00
7	Supply Water - Complete	LS	1	\$10,000.00	\$10,000.00	\$3,000.00	\$3,000.00	\$5,850.00	\$5,850.00
8	Traffic Control and Protection	LS	1	\$15,000.00	\$15,000.00	\$18,000.00	\$18,000.00	\$82,750.00	\$82,750.00
9	Mobilization	LS	1	\$40,000.00	\$40,000.00	\$29,000.00	\$29,000.00	\$40,000.00	\$40,000.00
10	Service Lateral Reinstatement	EA	600	\$125.00	\$75,000.00	\$80.00	\$48,000.00	\$90.00	\$54,000.00
11	Removal of Protruding Lateral Connections	EA	100	\$300.00	\$30,000.00	\$400.00	\$40,000.00	\$344.00	\$34,400.00
12	Lateral Launch	HR	200	\$400.00	\$80,000.00	\$400.00	\$80,000.00	\$403.00	\$80,600.00
13	Special Cleaning - TV Truck	HR	80	\$340.00	\$27,200.00	\$240.00	\$19,200.00	\$135.00	\$10,800.00
14	Special Cleaning - Jet-Vac Truck	HR	80	\$240.00	\$19,200.00	\$240.00	\$19,200.00	\$371.00	\$29,680.00
15	Contingency	LS	1	\$150,000.00	\$150,000.00	\$150,000.00	\$150,000.00	\$150,000.00	\$150,000.00
TOTAL BASE BID A					\$1,575,643.00		\$1,502,860.00		\$1,583,907.00

B. ADDITIVE ALTERNATIVE 1									
ITEM	DESCRIPTION	UNIT	APPROX. QTY	UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL
1	24" Dia. Cured-In-Place Pipe (CIPP)	LF	1505	\$135.00	\$203,175.00	\$88.00	\$132,440.00	\$93.00	\$139,965.00
TOTAL ADD. ALT. B					\$203,175.00		\$132,440.00		\$139,965.00

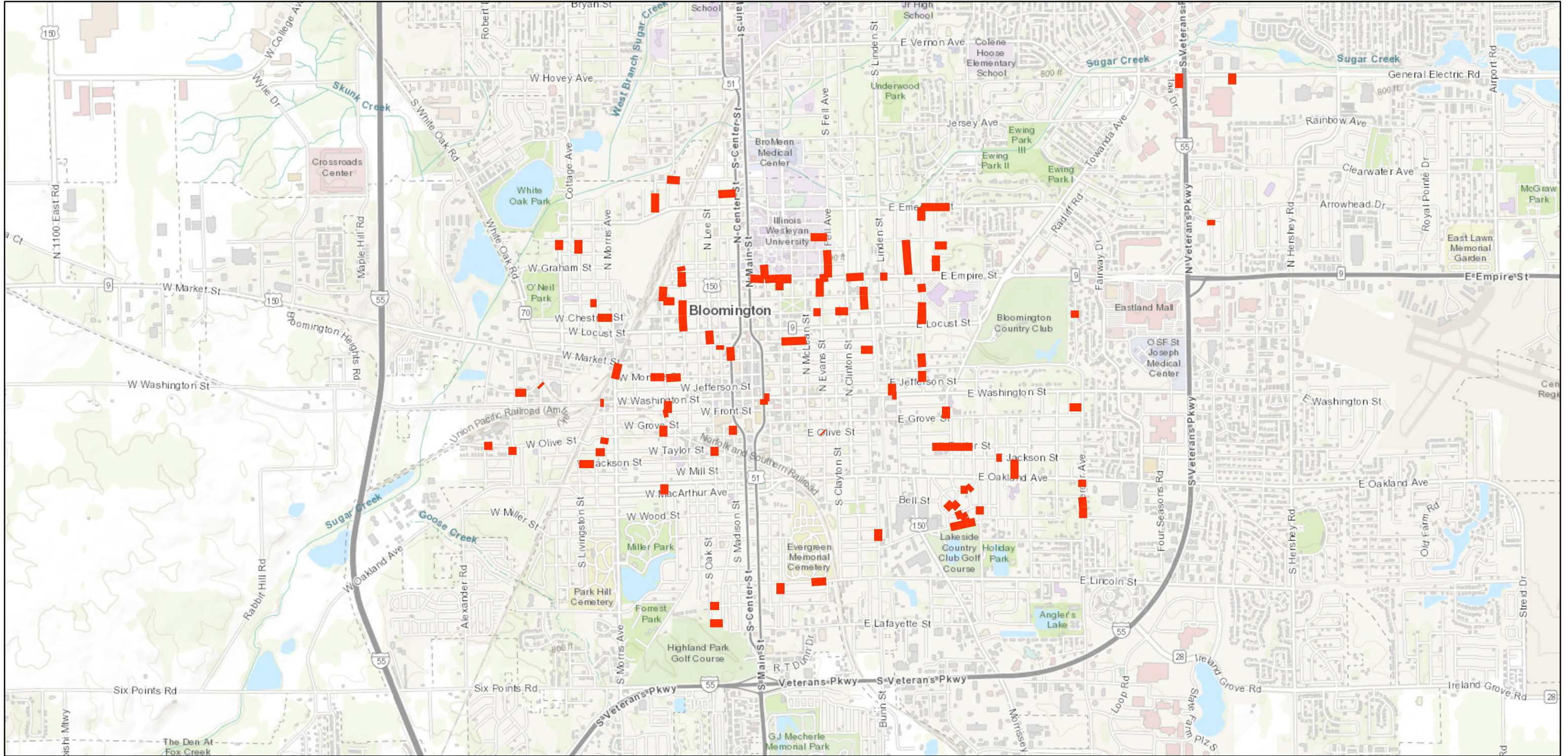
C. ADDITIVE ALTERNATIVE 2									
ITEM	DESCRIPTION	UNIT	APPROX. QTY	UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL
1	30" Dia. Cured-In-Place Pipe (CIPP)	LF	1558	\$140.00	\$218,120.00	\$146.00	\$227,468.00	\$153.00	\$238,374.00
TOTAL ADD. ALT. C					\$218,120.00		\$227,468.00		\$238,374.00

D. ADDITIVE ALTERNATIVE 3									
ITEM	DESCRIPTION	UNIT	APPROX. QTY	UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL
1	ZIA SYSTEM CONTINUOUS TEMPERATURE MONITORING & DATA COLLECTION (24"- 30")	FT	3063	\$3.00	\$9,189.00	\$2.80	\$8,576.40	\$2.20	\$6,738.60
TOTAL ADD. ALT. D					\$9,189.00		\$8,576.40		\$6,738.60

<b>A. TOTAL BASE BID =</b>	\$1,575,643.00	\$1,502,860.00	\$1,583,907.00
<b>B. ADDITIVE ALTERNATIVE 1 =</b>	\$203,175.00	\$132,440.00	\$139,965.00
<b>C. ADDITIVE ALTERNATIVE 2 =</b>	\$218,120.00	\$227,468.00	\$238,374.00
<b>D. ADDITIVE ALTERNATIVE 3 =</b>	\$9,189.00	\$8,576.40	\$6,738.60
<b>TOTAL A + B =</b>	\$1,778,818.00	\$1,635,300.00	\$1,723,872.00
<b>TOTAL A + B + C =</b>	\$1,996,938.00	\$1,862,768.00	\$1,962,246.00
<b>**Selected Base + Alternates to be Awarded</b>	\$1,788,007.00	\$1,643,876.40	\$1,730,610.60
<b>TOTAL A + B + C + D =</b>	\$2,006,127.00	\$1,871,344.40	\$1,968,984.60

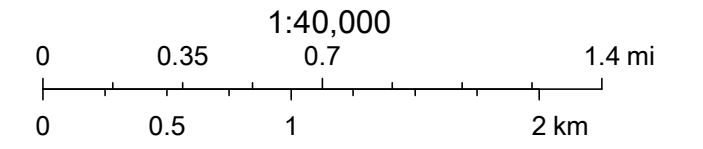


# FY 2022 Sewer Rehabilitation



9/22/2021

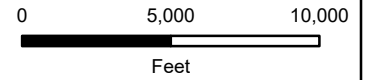
 Televised Segment



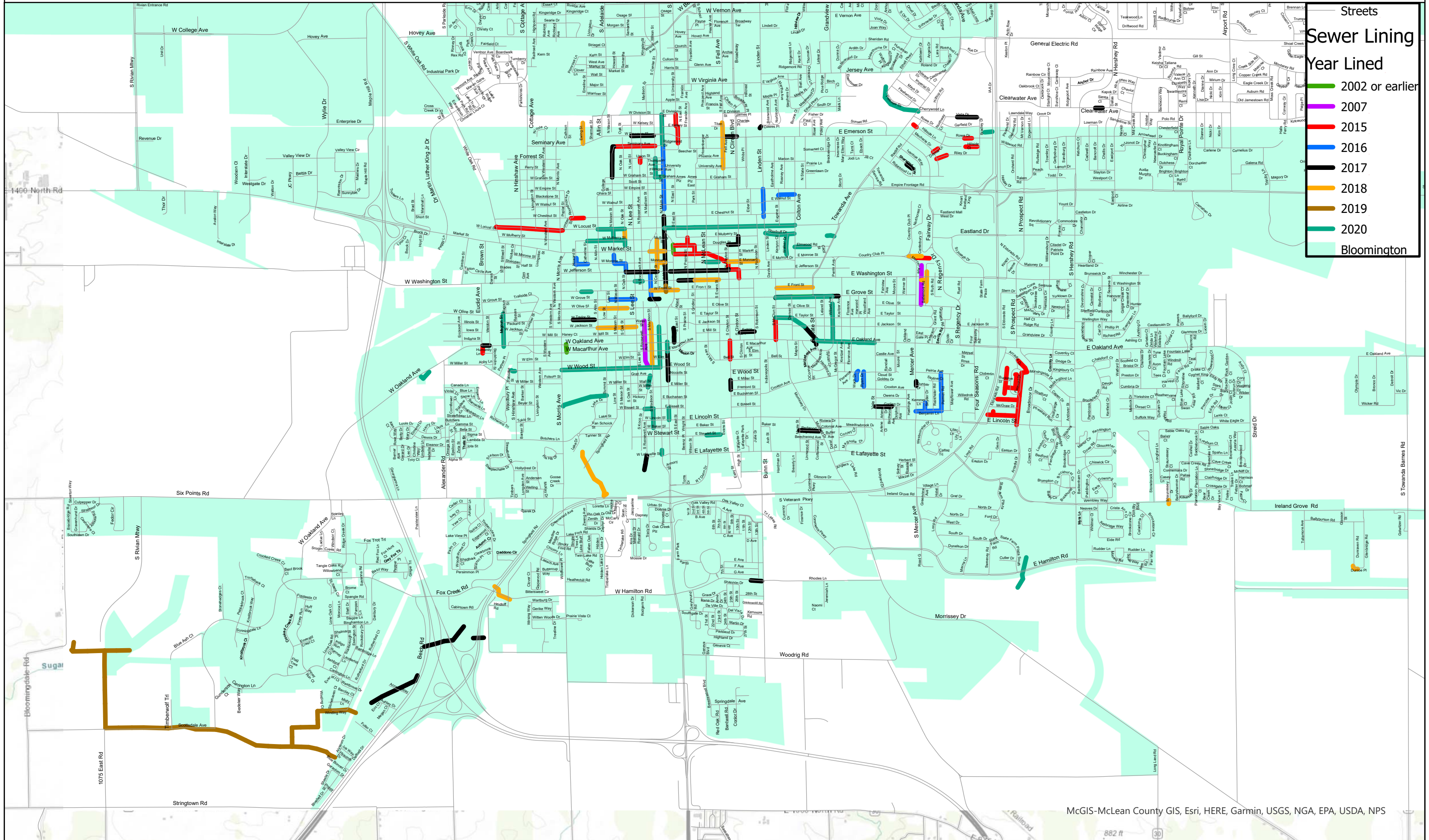
McGIS-McLean County GIS, Esri, HERE, Garmin, USGS, NGA, EPA, USDA, NPS



# Completed Sewer Lining



Date: 9/28/2021



**Streets**

**Sewer Lining**

**Year Lined**

- █ 2002 or earlier
- █ 2007
- █ 2015
- █ 2016
- █ 2017
- █ 2018
- █ 2019
- █ 2020
- █ Bloomington

# REGULAR AGENDA



## REGULAR AGENDA ITEM NO. 9.A

**FOR COUNCIL:** October 25, 2021

**SPONSOR:** Economic & Community Development Department

**WARD IMPACTED:** Ward 3

**SUBJECT:** Administrative Review of a Zoning Board of Appeals Decision to Deny a Petition for a Variance to Allow a 2 1/2 Foot Reduction in the Required Rear Yard Setback for the Property Located at 3202 Cave Creek Road, Case Z-18-21, as Filed and Requested by the Petitioner and action on an Ordinance either approving or denying the variance, as requested by the Economic & Community Development Department.

**RECOMMENDED MOTION:**

That either:

(1) The decision of the Zoning Board of Appeals passed on August 18, 2021, be upheld and an Ordinance Denying a Petition for a Variance from Chapter 44, Division 4-3, Request for 2½ Foot Reduction in the Required Rear Yard for the Property Located at 3202 Cave Creek Road, be approved;

or alternatively,

(2) The decision of the Zoning Board of Appeals passed on August 18, 2021, be reversed and an Ordinance Approving a Petition for a Variance from Chapter 44, Division 4-3, Request for 2½ Foot Reduction in the Required Rear Yard for the Property Located at 3202 Cave Creek Road, be approved.

**STRATEGIC PLAN LINK:**

-Goal 1. Financially Sound City Providing Quality Basic Services

**STRATEGIC PLAN SIGNIFICANCE:**

-Objective 1c. Engaged residents that are well informed and involved in an open governance process

**BACKGROUND:** On August 18, 2021, the Zoning Board of Appeals (ZBA) held a public hearing to consider a request for a variance from Chapter 44, Division 4-3 for a reduction in the required rear yard setback to facilitate the construction of an addition, in the R-1C (Single Family Residence) zoning district, for the property located at 3202 Cave Creek Road, Bloomington, IL 61704, PIN: 21-12-427-017 (Ward 3). Notice of the hearing was published in *The Pantagraph* on July 3, 2021.

The ZBA reviewed the following standards:

- (a) The subject property has physical characteristics that pose unreasonable hardship making strict adherence to the code difficult.

- (b) The requested variance would be the minimum action necessary to afford relief to the petitioner.
- (c) Conditions and special circumstances giving rise to the request for the variance were not created by the petitioner.
- (d) Granting the variation request would not give the petitioner a special privilege denied to the others.
- (e) Granting the request for variation would maintain the general character of the neighborhood and would not unreasonably impair the use or development of adjoining properties.

The Zoning Board of Appeals concurred with the staff recommendation that the standards are not met, specifically a, b, d and e; and denied the variance by a vote of 4-0 with 1 abstention.

All decisions of the Board of Zoning Appeals on variations initiated hereunder are final and reviewable only in the Court in accordance with the applicable Statutes of the State of Illinois. (735 ILCS 5/3-101, et seq.) However, the aggrieved party may appeal to the City Council if a variation is rejected by the vote of less than five members of the Board of Zoning Appeals; the Director of Economic and Community Development may appeal to the City Council if he or she believes the Board's decision allowing the variations violate the intent of this Code.

In this case, the variance was denied by a vote of less than five members. An appeal was therefore filed, and is therefore presented to the City Council to determine if the decision of the Zoning Board of Appeals should be upheld.

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 petition met the standards necessary to be granted the variance requested.

A record of the case, including the application, staff recommendation, minutes, notice of decision letter, and subsequent appeal are included as attachments, for the Council's reference.

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

**COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED:** The City published notice of the hearing in *The Pantagraph* on Thursday, July 3, 2021 and courtesy notices were mailed to 75 property owners within 500 feet of the subject property.

**FINANCIAL IMPACT:** N/A

**COMMUNITY DEVELOPMENT IMPACT:** The Comprehensive Plan land designation for the subject property is low density residential.

Respectfully submitted for Council consideration.

Prepared by: Kimberly Smith, Asst Economic & Community Development Director

Reviewed by:



Melissa Hill, Economic and Community Development Director

10/19/2021



Chris Tomerlin, Budget Manager

10/20/2021



Jeffrey R. Jurgens, Corporation Counsel

10/20/2021



Tara Henry, Legislative Assistant & Records Manager

10/21/2021

**Attachments:**

- E&CD 1B Ordinance Z-18-21 - Option to Deny
- E&CD 1C Ordinance Z-18-21 - Option to Approve
- EC&D 1D Notice of Appeal Received 9.23.21
- EC&D 1E Z-18-21 Decision Letter signed
- E&CD 1F DRAFT Minutes 8.18.21
- E&CD 1G Z-18-21 Packet
- E&CD 1H Variance App\_Redacted

**ORDINANCE NO. 2021 - \_\_\_\_\_**

**AN ORDINANCE DENYING A PETITION FOR A VARIANCE FROM CHAPTER 44, DIVISION 4-3,  
REQUEST FOR 2 ½ FOOT REDUCTION IN THE REQUIRED REAR YARD  
FOR THE PROPERTY LOCATED AT 3202 CAVE CREEK ROAD**

WHEREAS, there was heretofore filed with the Economic and Community Development Department of the City of Bloomington, McLean County, Illinois, a petition requesting to a variance from Chapter 44, Division 4-3 to allow a two-and-one-half foot reduction in the required rear yard for the property located at 3202 Cave Creek Road herein described in Exhibit A, which is attached hereto and made part hereof by this reference; and

WHEREAS, the Bloomington Zoning Board of Appeals, after proper notice was given, conducted a public hearing on said petition on August 18, 2021; and

WHEREAS, the Bloomington Zoning Board of Appeals determined the variance does not comply with the standards and conditions for granting a variance as required by Chapter 44, Division 17-8 of the Bloomington City Code, 2019; and

WHEREAS, following said public hearing, the Bloomington Zoning Board of Appeals denied the petition for a variance from Chapter 44, Division 4-3, for said premises by a vote of 4-0, with one abstention; and

WHEREAS, the City Council of the City of Bloomington, has the power to review the record of the administrative determination thereon when a petition is denied by the Blooming Zoning Board of Appeals by less than five (5) votes.

WHEREFORE, the City Council of the City of Bloomington, reviewed the record of August 18, 2021 administrative public hearing; and

WHEREFORE, the City Council of the City of Bloomington determined the Bloomington Zoning Board of Appeals decision to deny the petition for the aforementioned variances for said premises to be valid.

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

1. The above recitals are incorporated into and made a part of this ordinance as though fully set forth herein.
2. That the petition for variances from Chapter 44, Division 4-3, and two-and-one-half-foot reduction in the required rear yard be denied.
3. This Ordinance shall be in full force and effective as of the time of its passage and approval.

PASSED this 25th day of October 2021.

APPROVED this \_\_\_\_\_ day of October 2021.



**CITY OF BLOOMINGTON**

\_\_\_\_\_  
Mboka Mwilambwe, Mayor

**ATTEST**

\_\_\_\_\_  
Leslie Smith-Yocum, City Clerk

EXHIBIT A

**LEGAL DESCRIPTION**

WHITE EAGLE SOUTH SUB 3RD ADD LOT 163

**COMMONLY KNOWN AS:** 3202 CAVE CREEK RD, BLOOMINGTON, IL 61704

**PARCEL INDEX NUMBER:** 21-12-427-017

**ORDINANCE NO. 2021 - \_\_\_\_\_**

**AN ORDINANCE APPROVING A PETITION FOR A VARIANCE FROM CHAPTER 44,  
DIVISION 4-3, REQUEST FOR 2 ½ FOOT REDUCTION IN THE REQUIRED REAR  
YARD FOR THE PROPERTY LOCATED AT 3202 CAVE CREEK ROAD**

WHEREAS, there was heretofore filed with the Economic and Community Development Department of the City of Bloomington, McLean County, Illinois, a petition requesting to a variance from Chapter 44, Division 4-3 to allow a two-and-one-half foot reduction in the required rear yard for the property located at 3202 Cave Creek Road herein described in Exhibit A, which is attached hereto and made part hereof by this reference; and

WHEREAS, the Bloomington Zoning Board of Appeals, after proper notice was given, conducted a public hearing on said petition on August 18, 2021; and

WHEREAS, the Bloomington Zoning Board of Appeals determined the variance does not comply with the standards and conditions for granting a variance as required by Chapter 44, Division 17-8 of the Bloomington City Code, 2019; and

WHEREAS, following said public hearing, the Bloomington Zoning Board of Appeals denied the petition for a variance from Chapter 44, Division 4-3, for said premises by a vote of 4-0, with one abstention; and

WHEREAS, the City Council of the City of Bloomington, has the power to review the record of the administrative determination thereon when a petition is denied by the Blooming Zoning Board of Appeals by less than five (5) votes.

WHEREFORE, the City Council of the City of Bloomington, reviewed the record of August 18, 2021 administrative public hearing; and

WHEREFORE, the City Council of the City of Bloomington determined the Bloomington Zoning Board of Appeals decision to deny the petition for the aforementioned variances for said premises 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. The above recitals are incorporated into and made a part of this ordinance as though fully set forth herein.
2. That the petition for variances from Chapter 44, Division 4-3, and two-and-one-half-foot reduction in the required rear yard be approved.
3. This Ordinance shall be in full force and effective as of the time of its passage and approval.

PASSED this 25th day of October 2021.

APPROVED this \_\_\_\_\_ day of October 2021.

**CITY OF BLOOMINGTON**

\_\_\_\_\_  
Mboka Mwilambwe, Mayor

**ATTEST**

\_\_\_\_\_  
Leslie Smith-Yocum, City Clerk

EXHIBIT A

**LEGAL DESCRIPTION**

WHITE EAGLE SOUTH SUB 3RD ADD LOT 163

**COMMONLY KNOWN AS:** 3202 CAVE CREEK RD, BLOOMINGTON, IL 61704

**PARCEL INDEX NUMBER:** 21-12-427-017

**City of Bloomington  
Zoning Board of Appeals  
Notice of Decision**

**Case Number:** Z-18-21

**Petitioners:** David Long

**Subject:** Request for a variance from Chapter 44, Division 4-3 for a reduction in the required rear yard setback to facilitate the construction of an addition, in the R-1C (Single Family Residence) zoning district, for the property located at 3202 Cave Creek Road, Bloomington, IL 61704, PIN: 21-12-427-017 (Ward 3).

A public hearing was held on said petition(s) on August 18, 2021. Notice of the hearing was published in *The Pantagraph* on July 3, 2021.

**Finding of Facts**

After taking testimony, reviewing evidence, and considering arguments of the parties, the Board reviewed the following standards for a variance set forth in Chapter 44, Section 17-8 of the Bloomington City Code:

The Zoning Board of Appeals established the following findings:

- (a) The subject property has physical characteristics that pose unreasonable hardship making strict adherence to the code difficult.
- (b) The requested variance would be the minimum action necessary to afford relief to the petitioner.
- (c) Conditions and special circumstances giving rise to the request for the variance were not created by the petitioner.
- (d) Granting the variation request would not give the petitioner a special privilege denied to the others.
- (e) Granting the request for variation would maintain the general character of the neighborhood and would not unreasonably impair the use or development of adjoining properties.

The Zoning Board of Appeals findings are consistent with the staff recommendation.

The Board denied the variance by a vote of 4-0 with 1 abstention.

**Decision**

Wherefore, the Zoning Board of Appeals hereby denied the request for variance.

**Appeal**

All decisions of the Board of Zoning Appeals on variations initiated hereunder shall be final and reviewable only in the Court in accordance with the applicable Statutes of the State of Illinois. (735 ILCS 5/3-101, et seq.)


However, the aggrieved party may appeal to the City Council if a variation is rejected by the vote of less than five members of the Board of Zoning Appeals; the Director of Economic and Community Development may appeal to the City Council if he or she believes the Board's decision allowing the variations violate the intent of this Code.

To receive consideration by the City Council the aggrieved party or the Director of Economic and Community Development must file with the City Clerk a "Notice of Appeal" which shall be substantially in one of the following forms:

[Amended 10-26-2020 by Ord. No. 2020-69]



**Notice of Appeal**

I, the undersigned, have requested and made application for a variation. Less than five 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) 

\*

**Notice of Appeal**


The City of Bloomington, McLean County, Illinois, a Municipal Corporation, requests that the City Council review the record of the Board of Zoning Appeals' administrative public hearing and make a final administrative determination thereon. This request is based on my belief that the decision made by the Zoning Board of Appeals granting the variation is invalid.  
(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 23rd day of August 2021.

  
Joseph Hennerfeind, AICP  
Interim City Planner



Department of Economic & Community Development  
115 E Washington Street, Suite 201  
Bloomington, IL 61701

August 23, 2021

Mr. David Long


Subject: Case Number: Z-18-21, Public hearing, review, and action on a petition submitted by David Long for a variance from Chapter 44, Division 4-3 for a reduction in the required rear yard setback to facilitate the construction of an addition, in the R-1C (Single Family Residence) zoning district, for the property located at 3202 Cave Creek Road, Bloomington, IL 61704, PIN: 21-12-427-017 (Ward 3).

Dear Mr. Long,

The above referenced case was heard by the Zoning Board of Appeals on August 18, 2021. A notice of the Board's decision is enclosed with this letter.

Should you have any other questions, please feel free to contact the Planning Division at (309) 434-2341 or [planning@cityblm.org](mailto:planning@cityblm.org).

Sincerely,

  
Joseph Hennerfeind, AICP  
Interim City Planner

Enc: Notice of Decision

**City of Bloomington**  
**Zoning Board of Appeals**  
**Notice of Decision**

**Case Number:** Z-18-21

**Petitioners:** David Long

**Subject:** Request for a variance from Chapter 44, Division 4-3 for a reduction in the required rear yard setback to facilitate the construction of an addition, in the R-1C (Single Family Residence) zoning district, for the property located at 3202 Cave Creek Road, Bloomington, IL 61704, PIN: 21-12-427-017 (Ward 3).

A public hearing was held on said petition(s) on August 18, 2021. Notice of the hearing was published in *The Pantagraph* on July 3, 2021.

**Finding of Facts**

After taking testimony, reviewing evidence, and considering arguments of the parties, the Board reviewed the following standards for a variance set forth in Chapter 44, Section 17-8 of the Bloomington City Code:

The Zoning Board of Appeals established the following findings:

- (a) The subject property has physical characteristics that pose unreasonable hardship making strict adherence to the code difficult.
- (b) The requested variance would be the minimum action necessary to afford relief to the petitioner.
- (c) Conditions and special circumstances giving rise to the request for the variance were not created by the petitioner.
- (d) Granting the variation request would not give the petitioner a special privilege denied to the others.
- (e) Granting the request for variation would maintain the general character of the neighborhood and would not unreasonably impair the use or development of adjoining properties.

The Zoning Board of Appeals findings are consistent with the staff recommendation.

The Board denied the variance by a vote of 4-0 with 1 abstention.

**Decision**

Wherefore, the Zoning Board of Appeals hereby denied the request for variance.

**Appeal**

All decisions of the Board of Zoning Appeals on variations initiated hereunder shall be final and reviewable only in the Court in accordance with the applicable Statutes of the State of Illinois. (735 ILCS 5/3-101, et seq.) However, the aggrieved party may appeal to the City Council if a variation is rejected by the vote of less than five members of the Board of Zoning Appeals; the Director of Economic and Community Development may appeal to the City Council if he or she believes the Board's decision allowing the variations violate the intent of this Code. To receive consideration by the City Council the aggrieved party or the Director of Economic and Community Development must file with the City Clerk a "Notice of Appeal" which shall be substantially in one of the following forms:

[Amended 10-26-2020 by Ord. No. 2020-69]

**Notice of Appeal**

I, the undersigned, have requested and made application for a variation. Less than five 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)\_\_\_\_\_

**Notice of Appeal**

The City of Bloomington, McLean County, Illinois, a Municipal Corporation, requests that the City Council review the record of the Board of Zoning Appeals' administrative public hearing and make a final administrative determination thereon. This request is based on my belief that the decision made by the Zoning Board of Appeals granting the variation is invalid.

(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 23rd day of August 2021.

\_\_\_\_\_

J

Joseph Hennerfeind, AICP  
Interim City Planner

**B. Z-18-21 Public hearing, review, and action on a petition submitted by David Long for a variance from Chapter 44, Division 4-3 for a reduction in the required rear yard setback to facilitate the construction of an addition, in the R-1C (Single Family Residence) zoning district, for the property located at 3202 Cave Creek Road, Bloomington, IL 61704, PIN: 21-12-427-017 (Ward 3).**

Mr. Noonan recused himself due to a potential, perceived conflict of interest, and physically left the room.

Interim City Planner Joe Hennerfeind presented the staff report with a recommendation of to deny the variance request.

Petitioner Mr. David Long, 1407 Steeple Case Drive, Bloomington, Illinois, the petitioner, on behalf of his client, the property owner, was sworn in for testimony. He stated the existing structure was poorly constructed, and the owner would like better use of the space. He also indicated the footprint will be slightly smaller in part because the existing steps will be removed.

Ms. Harris and Mr. Hennerfeind clarified that although the measurement of the footprint is proposed to be smaller, a variance is still needed because the setback to the property line is measured from the wall, not the steps.

Chairperson Ballantini asked if plans could be altered to meet requirements. Mr. Long indicated they'd prefer the wider footprint.

Assistant Corporate Counsel Boyle clarified that approve a variance, all five standards must be met, and voted on with a minimum of four members. He also offered Mr. Long an opportunity to response to the standards before closing the hearing.

Mr. Long iterated his customer is not the original homeowner. The original owner added a small dinette area that increased the encroachment in the rear yard. When the current owner purchased, they didn't know a future expansion would require a variance. He added he has done this before and has been allowed.

There was no public testimony.

Chairperson Ballantini closed the public hearing.

Ms. Harris motioned to accept the findings of fact as presented. Mr. Straza seconded. Roll call vote: Ms. Harris - Yes, Mr. Straza - Yes, Ms. Williams - Yes, and Chairperson Ballantini - Yes. The motion was approved (4-0 with 1 abstention).

Ms. Harris motioned to deny the variance requested. Mr. Straza seconded. Roll call vote: Ms. Harris - Yes, Mr. Straza - Yes, Ms. Williams - Yes, and Chairperson Ballantini - Yes. The motion was approved (4-0 with 1 abstention).

Chairperson Ballantini indicated to the petitioner to work with staff for next steps. Assistant Corporate Counsel Boyle indicated he will receive correspondence regarding appeal rights.

Mr. Noonan returned to the meeting.



## ZONING BOARD OF APPEALS

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**TO:** Zoning Board of Appeals  
**FROM:** Economic & Community Development Department  
**DATE:** July 21, 2021  
**CASE NO:** Z-18-21, Variance  
**REQUEST:** Public hearing, review, and action on a petition submitted by David Long for a variance from Chapter 44, Division 4-3 for a reduction in the required rear yard setback to facilitate the construction of an addition, in the R-1C (Single Family Residence) zoning district, for the property located at 3202 Cave Creek Road, Bloomington, IL 61704, PIN: 21-12-427-017 (Ward 3).

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**Above:** 3202 Cave Creek Road, outlined in black.

### NOTICE

The application has been filed in conformance with applicable procedural and public notice requirements. Notice was published in *The Pantagraph* on Saturday, June 3, 2021. Courtesy notices were mailed to 75 property owners within 500 feet of the subject property.

### PROPERTY INFORMATION

Subject Property: 3202 Cave Creek Road  
Applicants: David Long  
Existing Zoning: R-1C Single-Family Residence District  
Existing Land Use: Single-family home  
Property Size: 64' x 113' (8,125 square feet)  
PIN: 21-12-427-017



**SURROUNDING ZONING AND LAND USES**

Zoning		Land Uses
North	R-1C	Single-family housing
South	R-1C	Single-family housing
East	R-1C	Single-family housing
West	R-1C	Single-family housing

**PROJECT DESCRIPTION**

*Background:*

The subject property, 3202 Cave Creek Road, is located toward the southeastern limits of the City limits, bounded by Ireland Grove Road and Streid Drive. The subject property is part of the White Eagle South subdivision and, like many other homes in the neighborhood, is improved with a two-story single-family home, an attached garage, and a deck and trellis in the rear yard.

The deck measures 14 feet in depth and 16 feet in width, encroaching into the required 25-foot rear yard setback by approximately three feet. However, per Table 904 in Chapter 44, 9-4 of the Zoning Ordinance, trellises and decks are not considered encroachments within the rear yard setback (see below).

**Table 904 (abridged).** Permitted Encroachments

Encroachment	Front Yard	Side Yard	Rear Yard
Arbors, trellises, trees, shrubs, and similar landscaping features	Yes	Yes	Yes
Balconies, open porches, terraces, and decks	Projecting $\leq 10'$ into yard	No	Yes

*Petitioners' request:*

The applicant seeks to replace the existing deck in the rear yard with a three seasons room maintaining the same dimensions. To facilitate its construction, they are requesting the following variance:

- A reduction in the required rear yard setback from 25 feet to 22.5 feet.

**STANDARDS FOR REVIEW**

The petitioner has outlined the request for variation in the attached application and drawings. The Zoning Board of Appeals have the power to authorize variations to this code. Such variances shall be granted only when the variation would be in harmony with this Code's general purpose and intent. The Zoning Ordinance requires that the petition meet each of the findings of fact as outlined below.

1. *That the property has physical characteristics that pose unreasonable challenges which make strict adherence to the Code difficult.* The main body of the home has a front yard setback of approximately 34 feet and a rear yard setback of about 36 feet, exceeding the 25-foot minimum setbacks required of front and rear yards in the R-1C District. Additionally, the rear yard fence is setback a foot and a half from the property line, further reducing the buildable area to 10.5 feet. However, an addition measuring 10.5' x 16' could be built in the rear yard without a variance. **The standard is not met.**

2. *That the variance would be the minimum action necessary to afford relief to the applicant.* The proposed addition could be built without a variance if reduced by 3.5' in depth. **The standard is not met.**
3. *That the special conditions and circumstances were not created by any action of the applicant.* The home was built by the developer with front and rear yard setbacks exceeding the minimum, limiting the degree to which additions could be constructed along these elevations. **The standard is met.**
4. *That granting the variation request will not give the applicant any special privilege that is denied to others by the Code.* The applicant reports that others in the neighborhood have covered porches or rooms; however, based on a preliminary aerial analysis, these parcels may have larger rear yards than the subject property and thus the additions may not represent an encroachment. Granting the variance would therefore constitute a privilege not granted to others within the city's municipal limits more broadly, if not the neighborhood. **The standard is not met.**
5. *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.* Many homes in this neighborhood feature decks, rooms, or covered porches to the rear of the structure. Granting this variance to facilitate the construction of a three seasons room would not necessarily be detrimental to public welfare, development, or the neighborhood's character, although the precedent it may set for reduced rear yard setbacks might alter the latter. **The standard is not met.**

#### STAFF RECOMMENDATION

Staff finds that the application does not meet the standards for variance and recommends denial of the variance. Staff recommends the Board take the following actions:

Motion to establish findings of fact that the subject property does not meet the variance criteria in Chapter 44.17-8 of the City Code.

Motion to deny the requested variance from Chapter 44, Division 4-3 for a reduction in the required rear yard setback to facilitate the construction of an addition, in the R-1C (Single Family Residence) zoning district, for the property located at 3202 Cave Creek Road, Bloomington, IL 61704, PIN: 21-12-427-017 (Ward 3).

Respectfully submitted,

Caitlin Kelly  
Assistant City Planner

#### Attachments:

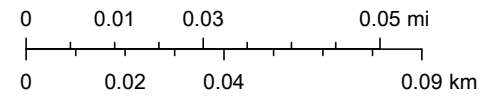
- Aerial map
- Zoning map
- Neighborhood notice and map

# Z-18-21 Aerial Map



7/9/2021, 10:49:46 AM

1:2,257



McGIS-McLean County GIS, Esri, HERE, Garmin, INCREMENT P, USGS,

Web AppBuilder for ArcGIS

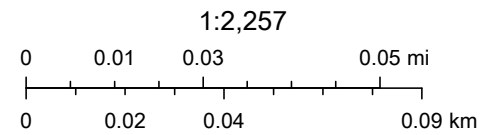
McGIS-McLean County GIS, Esri, HERE, Garmin, INCREMENT P, USGS, EPA, USDA | <http://www.McGIS.org/License> | Mclean County Museum of History | McGIS | FEMA, McGIS | City of Bloomington |



# Z-18-21 Zoning Map



7/9/2021, 10:47:22 AM



McGIS-McLean County GIS, Esri, HERE, Garmin, INCREMENT P, USGS,

Web AppBuilder for ArcGIS

McGIS-McLean County GIS, Esri, HERE, Garmin, INCREMENT P, USGS, EPA, USDA | <http://www.McGIS.org/License> | Mclean County Museum of History | McGIS | FEMA, McGIS | City of Bloomington |



Economic & Community Development  
Department  
115 E Washington St, Ste 201  
Bloomington IL 61701  
(309)434-2226  
planning@cityblm.org

June 30, 2021

Dear Property Owner or Occupant:

The Zoning Board of Appeals of the City of Bloomington, Illinois, will hold a virtual public hearing on Wednesday, July 21, 2021 at 4:00 PM at [www.cityblm.org/live](http://www.cityblm.org/live) on an application submitted David Long.

You are receiving this notice because you own or occupy property within a 500-foot radius of the subject property (refer to attached map). All interested persons may present evidence or testimony regarding said petition, or ask questions related to the petitioner's request at the scheduled public hearing.

The applicant is requesting approval for a variance from Chapter 44, Division 4-3 to allow a reduction in the required rear yard setback to facilitate the construction of an addition, in the R-1C (Single Family Residence) zoning district, for the property located at 3202 Cave Creek Road, Bloomington, IL 61704, PIN: 21-21-427-017 (Ward 3).

The application is online at [www.cityblm.org/zoning](http://www.cityblm.org/zoning). The agenda and packet for the hearing will be available prior to the hearing on the City of Bloomington website at [www.cityblm.org/zoning](http://www.cityblm.org/zoning). To provide testimony on this item please register at least 15 minutes in advance of the start of the meeting at <https://www.cityblm.org/government/boards-commissions/register-for-public-comment>. Public comments can also be emailed at least 15 minutes prior to the start of the meeting to [publiccomment@cityblm.org](mailto:publiccomment@cityblm.org).

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

The rules for physical attendance may be subject to change due to changes in law or to executive orders related to the COVID-19 pandemic occurring after delivery of this notice. Changes will be posted at [www.cityblm.org/register](http://www.cityblm.org/register).

This hearing will be accessible to individuals with disabilities in compliance with the ADA and other applicable laws. For special needs or accessible questions please contact the City Clerk at 109 E. Olive St., Bloomington, (309) 434-2240, [cityclerk@cityblm.org](mailto:cityclerk@cityblm.org) or TTY at (309) 829-5115, preferably no later than five days before the hearing.

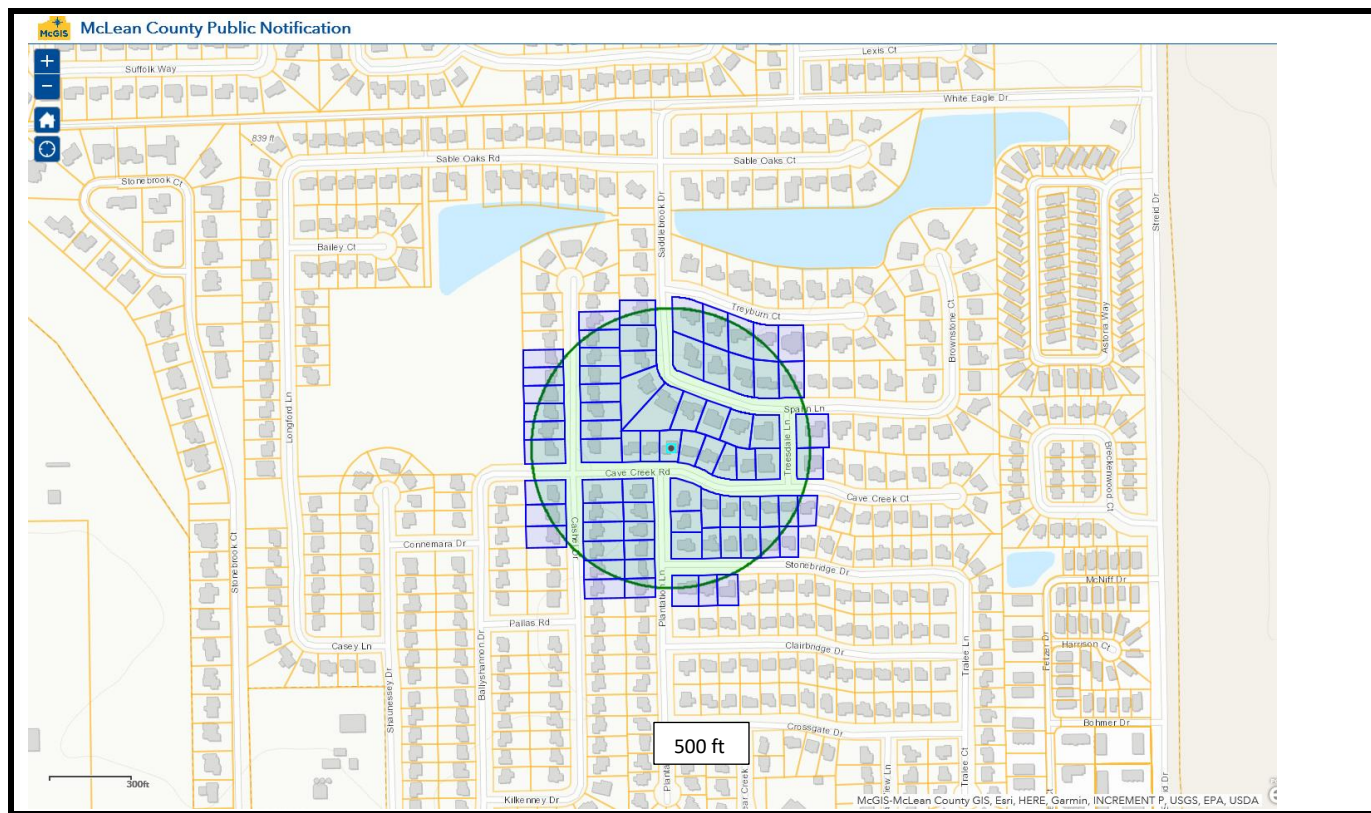
If you desire more information regarding the proposed petition or have any questions, you may email [planning@cityblm.org](mailto:planning@cityblm.org) or call (309)434-2226.

Please note this meeting could be subject to change based on a lack of quorum or other reasons. Notice of a change will also be posted online at [www.cityblm.org](http://www.cityblm.org).

Sincerely,

Planning Division staff

Map of notified properties within 500 ft of subject property





**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 f

Site Address: 3202 Cave Creek Rd  
Site Address: Bloomington, IL  
Petitioner: David Long Phone: [REDACTED]  
Petitioner's Email Address: [REDACTED]  
Petitioner's Mailing Address Street: [REDACTED]  
City, State, Zip Code: [REDACTED]  
Contractual interest in the property  yes  no  
Signature of Applicant [REDACTED]

Brief Project Description:

Remove existing deck and trellis and replace with covered porch using same footprint which is 14 ft deep x 16 ft wide

Code Requirements Involved:

25 foot backyard setback

Variances(s) Requested:

3 foot 6 inch backyard setback

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)**

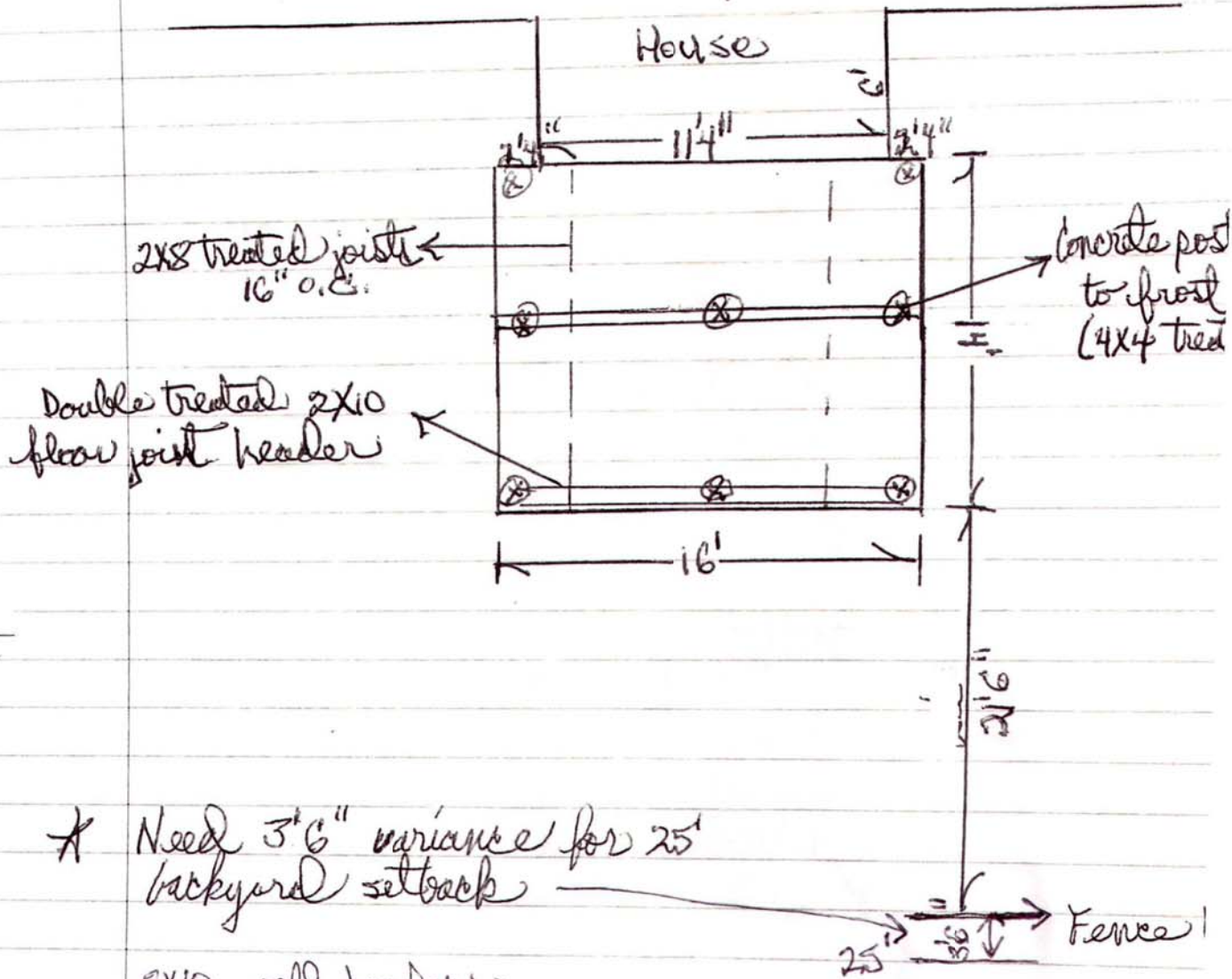
Chapter 44, Section 9.40(d)

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  
*Original subdivision was set up with small back yards.*
2. That the variance would be the minimum action necessary to afford relief to the applicant; and  
*Existing Deck/Trellis is 14 feet in depth. Home owner would like to keep same footprint at 14 feet. Current code allows 10' 6" which provides 25 foot setback*
3. That the special conditions and circumstances were not created by any action of the applicant; and  
*Developer built Dining Room extending into back yard as part of the house and when the previous home owner built the existing deck/trellis at 14 feet, New covered porch would result in encroachment to current 25 foot setback.*
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  
*Neighbors have covered porches or rooms, but I am not sure those required Variances.*
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.  
*Due to the way subdivision was platted with smaller back yards allowing similar structures would not change the character of this neighborhood.*

Scott Hadfroy 3202 Cave Creek Rd.  
 (Owner)

Existing



2x10 wall headers  
 Sissor trusses 24" o.c. (gable roof)  
 1/2" OSB on walls and roof  
 Vinyl windows + metal door



## REGULAR AGENDA ITEM NO. 9.B

**FOR COUNCIL:** October 25, 2021

**SPONSOR:** Legal Department and Public Works Department

**WARD IMPACTED:** City-Wide Impact

**SUBJECT:** Consideration and action on an Ordinance Amending the City Policy on Street & Alley Vacations, as requested by the Legal Department and the Public Works Department.

**RECOMMENDED MOTION:**

The proposed Ordinance be approved.

**STRATEGIC PLAN LINK:**

-Goal 1. Financially Sound City Providing Quality Basic Services

**STRATEGIC PLAN SIGNIFICANCE:**

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

**BACKGROUND:** In previous City Council meetings, the Council has discussed clarifying the City's Street & Alley Vacation Policy ("Policy") with respect to certain vacations and the compensation component. The proposed ordinance amends the Policy to clarify that compensation may be waived: (1) if it is deemed to be in the best interest of the public; (2) where the alley serves no public purpose (or the waiver is offset by another public benefit); and (3) the vacation will reduce the City's maintenance expenses and help preserve City resources.

The proposed amendment also clarifies that in some cases, the City may accept other property of value in lieu of financial compensation. An example of this may be the exchange of bricks from a vacated alley or street.

Under the Policy, the City first comes up with a valuation of the property sought to be vacated by either obtaining an appraisal or utilizing a formula based on the assessed land valuations from the adjoining property. The proposed amendment clarifies that if a petitioner disagrees with the City's initial valuation, the petitioner may submit a certified appraisal. The City reserves the right to obtain yet another appraisal, at the City's expense, and to make the final determination as to value and whether the City's property should be vacated.

A final update to the Policy adds language clarifying that any sales to third-parties will comply with the provisions of the Illinois Highway Code.

The Street & Alley Vacation Policy was originally adopted in 2016 in an effort to create a uniform process for handling these requests. For additional background on the original adoption, a copy of that Council Memo is attached.

**COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED:** N/A



**FINANCIAL IMPACT:** There is no material financial impact anticipated with the amendment.

**COMMUNITY DEVELOPMENT IMPACT:** N/A

Respectfully submitted for Council consideration.

Prepared by: Jeffrey Jurgens, Corporation Counsel

Reviewed by:



Jeffrey R. Jurgens, Corporation Counsel

10/21/2021



Chris Tomertin, Budget Manager

10/15/2021



Tara Henry, Legislative Assistant & Records Manager

10/21/2021

**Attachments:**

- LGL 2B Ordinance - Street Alley Vacation Policy Amendment (10-25-21)
- LGL 2C Council Memo from 2016\_Street & Alley Vacation

**ORDINANCE NO. 2021 - \_\_\_\_**

**AN ORDINANCE AMENDING THE CITY POLICY ON STREET & ALLEY VACATIONS**

**BE IT ORDAINED BY THE CITY COUNCIL  
OF THE CITY OF BLOOMINGTON, ILLINOIS:**

**SECTION 1.** That Section 4 of the City's Policy on Street & Alley Vacations shall be amended as set forth on Exhibit A.

**SECTION 2.** In the event that any section, clause, provision, or part of this Ordinance shall be found and determined to be invalid by a court of competent jurisdiction, all valid parts that are severable from the invalid parts shall remain in full force and effect.

**SECTION 3.** The City Clerk is hereby authorized to publish this ordinance in pamphlet form as provided by law.

**SECTION 4.** This ordinance shall be effective upon its passage and publication.

**SECTION 5.** This ordinance is passed and approved pursuant to the home rule authority granted Article VII, Section 6 of the 1970 Illinois Constitution.

PASSED this 25th day of October 2021.

APPROVED this \_\_\_\_ day of October 2021.

**CITY OF BLOOMINGTON**

**ATTEST**

\_\_\_\_\_  
Mboka Mwilambwe, Mayor

\_\_\_\_\_  
Leslie Smith-Yocum, City Clerk



**EXHIBIT A  
CITY OF BLOOMINGTON  
STREET AND ALLEY VACATION POLICY**

**IV. COSTS & COMPENSATION**

Ordinances vacating any street or alley shall not be passed by the City Council until the petitioner compensates the City in the amount required by this Section.

- A. Every petition for a street or alley vacation shall be accompanied by a nonrefundable payment to the City of \$150.00 to defray the administrative costs incurred in processing such vacation petitions.
- B. The owners of the property adjoining the vacated property shall pay the fair market value, as set forth below and determined in the sole discretion of the City Council, of the portion of the vacated property acquired. If the ordinance vacating the property provides that only the owner(s) of one particular parcel of adjoining property shall make payment, then the owner(s) of the particular parcel shall acquire title to the entire vacated street or alley, or the part thereof vacated. For any potential vacation involving a third-party, the City shall comply with the applicable provisions of the Illinois Highway Code, namely 605 ILCS 5/9-127.
- C. City staff shall determine the fair market value of the property to be vacated and apportion the costs as between all adjoining property owners (or a single property owner when authorized by ordinance) by utilizing, in its sole discretion, either of the following two methods: (1) utilizing a formula of 3 times the assessed land valuation of the adjoining property (or the property with this highest assessed land valuation if the property adjoins more than one property) divided by the square feet of said adjoining property times the square feet of the area being vacated; or (2) obtaining an appraisal of the property from an MAI designated appraiser which cost shall be borne by the petitioner. Said determination shall be final, ~~without appeal to the City Council,~~ unless the petitioner first obtains, at petitioner's sole cost and expense, a separate appraisal of the right-of-way to be vacated ~~including, without limitation, the fair market value of the interests(s) of each and every person to be acquired or the benefits which will accrue to any of them by reason of the vacation.~~ Such appraisal must be conducted or completed by an MAI designated appraiser, and shall include a breakout of value assigned to each adjacent property owner to receive property by reason of the vacation. The City may accept such appraisal or reject it and have a subsequent appraisal conducted by an MAI designated appraiser, at City expense. Upon receipt of this appraisal, the City Council shall make a final decision, in its sole discretion, regarding whether the alley should be vacated and at what amount.
- D. In some cases, the City ~~will~~ may allow, in its sole discretion and based on the best interests of the City, an exchange of equal real or personal property in lieu of the appraised value. Instead of monetary payment, the property owner may be asked to substitute other street areas or fulfill other conditions. The City Council may further waive the compensation requirement, by adoption of an ordinance, if the City Council determines, in its sole discretion, the alley vacation is in the best interest of the public, where the alley serves no public purpose (or the waiver is offset by another

public benefit), and the vacation will reduce City maintenance expenses and resources. The petitioner is responsible for making such a request and submitting detail to the City as to why a waiver is warranted and/or justified.

- E. All fees required under this Section may be waived, at the discretion of the City Manager or his or her designee, if the street or alley vacation is requested by the City.
- F. City, county, state, and federal agencies are exempt from the compensation requirements of this Section, but shall pay to the City costs incurred by the City in processing the vacation request.
- G. Payment of the determined amount of compensation must be tendered to the City Council prior to final consideration of the ordinance vacating the property, unless the compensation requirement is waived or a different form of consideration is provided. In the event that final passage of the ordinance is not granted, the deposited amount (exclusive of the application fee) shall be refunded to the petitioner.



## REGULAR AGENDA ITEM NO. 9G

**FOR COUNCIL:** April 25, 2016

**SUBJECT:** Consideration of adoption of an ordinance amending Chapter 24 of the City Code regarding street and alley vacation and adopting a policy on same.

**RECOMMENDATION/MOTION:** Approving an ordinance Amending the City Code, Chapter 24 and Adopting a Policy on Street & Alley Vacations, and authorize the Mayor and City Clerk to execute the necessary documents.

**STRATEGIC PLAN LINK:** The Street & Alley Vacation Policy is linked to Goal 1, Financially Sound City Providing Quality Basic Services, Objective D, City services delivered in a most cost-effective, efficient manner. The vacation is also linked to Goal 3, Grow the Local Economy and Objective D, Expanded Retail Businesses.

**STRATEGIC PLAN SIGNIFICANCE:** Having a formal policy on street and alley vacations will facilitate the objective of providing cost-effective and efficient city services by not having to administer to ownership and control of streets and alleys when they are not used for public access to the adjacent property.

**BACKGROUND:** The vacation of streets and alleys is governed by the Illinois Municipal Code. Specifically, Section 11-91-1 of the Illinois Municipal Code allows the corporate authorities to vacate any street or alley when it is deemed to be in the public interest. This must be done by ordinance and passed by an affirmative vote of three-fourths of the alderman then holding office. Accordingly, a vote of 7 is required for passage of the ordinance to vacate the property. In addition, Section 11-91-1 provides the ordinance vacating may provide it shall not become effective until the adjoining property owner pays compensation in an amount, as determined by the corporate authorities, to be the fair market value of the property acquired or of the benefits which will accrue to them by reason of the vacation.

City staff has developed a policy on alley vacations that has previously been reviewed by the City Council, but never formally adopted. To ensure all street and alley vacation requests are handled in a uniform manner, City staff is asking the Council to formally approve the policy so that set guidelines are established.

As an overview of the policy, those seeking such vacations will be required to file petitions with the City (at a cost of \$150.00). As opposed to requiring an additional public hearing in front of the Planning Commission, the policy provides the City Manager, in consultation with the Department of Public Works, shall review the request for vacation and then make a recommendation to the City Council. The City Council will then hold a public hearing on whether the vacation should be granted. Prior to any public hearing, the Policy requires a 15 day notice be published in the newspaper, as well as, that notices be mailed to all adjoining property owners.

The Policy provides the “compensation” required will be determined by utilizing a formula of 3 times the estimated assessed land valuation (per square foot) of the adjoining property times the square feet of the area to be vacated (3 x Adjoining Land EAV x Sq. Ft. within the property to be

vacated). The Policy does allow for petitioners to separately have the party appraised and for no compensation to be required where the City has requested the vacation.

**COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A**

**FINANCIAL IMPACT:** Ordinances vacating any street or alley shall not be passed by the City Council until the petitioner compensates the City in the amount required by this Section.

- A. Every petition for a street or alley vacation shall be accompanied by a nonrefundable payment to the City of \$150.00 to defray the administrative costs incurred in processing such vacation petitions.
- B. The owners of the property adjoining the vacated property shall pay the fair market value, as set forth below and determined in the sole discretion of the City Council, of the portion of the vacated property acquired. If the ordinance vacating the property provides that only the owner(s) of one particular parcel of adjoining property shall make payment, then the owner(s) of the particular parcel shall acquire title to the entire vacated street or alley, or the part thereof vacated.
- C. City staff shall determine the fair market value of the property to be vacated and apportion the costs as between all adjoining property owners (or a single property owner when authorized by ordinance) by utilizing, in its sole discretion, either of the following two methods: (1) utilizing a formula of 3 times the assessed land valuation of the adjoining property (or the property with this highest assessed land valuation if the property adjoins more than one property) divided by the square feet of said adjoining property times the square feet of the area being vacated; or (2) obtaining an appraisal of the property from an MAI designated appraiser which cost shall be borne by the petitioner. Said determination shall be final, without appeal to the City Council, unless the petitioner first obtains, at petitioners sole cost and expense, a separate appraisal of the right-of-way to be vacated including, without limitation, the fair market value of the interests(s) of each and every person to be acquired or the benefits which will accrue to any of them by reason of the vacation. Such appraisal must be conducted or completed by an MAI designated appraiser. The City may accept such appraisal or reject it and have a subsequent appraisal conducted by an MAI designated appraiser, at City expense.
- D. In some cases, the City will allow an exchange of equal property in lieu of the appraised value. Instead of monetary payment, the property owner may be asked to substitute other street areas or fulfill other conditions.
- E. All fees required under this Section may be waived, at the discretion of the City Manager or his or her designee, if the street or alley vacation is requested by the City.
- F. Upon request, any municipal, county, state and federal agencies may be approved by the City Council for an exemption from the compensation requirements of this Section, but shall pay to the City costs incurred by the City in processing the vacation request.
- G. Payment of the determined amount of compensation must be tendered to the City Council prior to final consideration of the ordinance vacating the property. In the event that final passage of the ordinance is not granted, the deposited amount (exclusive of the application fee) shall be refunded to the petitioner.

Respectfully submitted for Council consideration.

Prepared by: Jeffrey R. Jurgens, Corporation Counsel

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

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

Recommended by:



David A. Hales  
City Manager

**Attachments:** Ordinance

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Motion: Approve an ordinance Amending the City Code, Chapter 24 and Adopting a Policy on Street & Alley Vacations.

Motion: \_\_\_\_\_ Seconded by: \_\_\_\_\_

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

**ORDINANCE 2016 - \_\_\_\_**

**AN ORDINANCE AMENDING THE CITY CODE AND  
ADOPTING A POLICY ON STREET & ALLEY VACATIONS**

BE IT ORDAINED BY THE CITY COUNCIL  
OF THE CITY OF BLOOMINGTON, ILLINOIS:

**SECTION 1.** That Chapter 24, Section 2.12 of Division II of the Bloomington City Code, 1960, as amended, shall be further amended as follows (unless otherwise noted, additions are indicated by underlines; deletions indicated by strikeouts):

Chapter 24: Section 2.12: Vacation of Plats.

In accordance with State law, any plat or part thereof may be vacated by the owner of the parcel, at any time before the sale of any lot therein, by written vacation instrument to which a copy of the plat is attached. If there are public service facilities in any street, or other public way, or easement shown on said plat, the instrument shall reserve to the City or other public entity or public utility owning such facilities the property, rights-of-way, and easements necessary for continuing public service by means of those facilities and for maintaining or reconstructing the same. If there are no public service facilities in any street or easement, then those streets and easements shall be vacated without any reservation for utilities. The vacation instrument shall be approved by the City Council in the same manner as plats of subdivision code, and shall also be approved by the public utilities involved. In the case of platted parcels wherein any lots have been sold, the written instrument must also be signed by all the owners of the lots in said parcel. In case where a public right-of-way, street or alley is to be vacated, a public hearing shall first be required to be held by the City Council and the vacation shall be done in accordance with the City's Policy on Street & Alley Vacations ~~a public hearing or such vacation shall be held by the Planning Commission.~~

**SECTION 2.** That the Policy on Street & Alley Vacations, attached hereto as Exhibit A, shall be adopted, implemented, and utilized by City staff and the City Council in making and processing street and alley vacations.

**SECTION 3.** Except as provided herein, the Bloomington City Code, 1960, as amended shall remain in full force and effect.

**SECTION 4.** In the event that any section, clause, provision, or part of this Ordinance shall be found and determined to be invalid by a court of competent jurisdiction, all valid parts that are severable from the invalid parts shall remain in full force and effect.

**SECTION 5.** The City Clerk is hereby authorized to publish this ordinance in pamphlet form as provided by law.

**SECTION 6.** This ordinance shall be effective upon its passage and publication.

**SECTION 7.** This ordinance is passed and approved pursuant to the home rule authority granted Article VII, Section 6 of the 1970 Illinois Constitution.



PASSED this \_\_\_\_ day of April, 2016.

APPROVED this \_\_\_\_ day of April 2016.

APPROVED:

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Tari Renner, Mayor

ATTEST:

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Cherry Lawson, City Clerk

**EXHIBIT A  
CITY OF BLOOMINGTON  
STREET AND ALLEY VACATION POLICY**

**I. PURPOSE**

The purpose of this policy is to establish a uniform method for vacating public streets and alleys. Vacating and conveying these unneeded, and in many instances, unused parcels to the adjoining property owners would save the City miscellaneous maintenance costs and also put the land back on the tax rolls. The majority of the conveyances will be in residential areas. However, occasionally there will be parcels zoned commercial and industrial.

**II. POLICY**

It is the policy of the City of Bloomington to grant vacation of a street or alley when it is determined both that such right-of-way is not needed presently or in the future for public access (including vehicular, pedestrian, and visual access) and that such vacation advances the public good. All of the following policies should be met prior to the vacation of a street or alley.

- A. The proposed vacation should be determined to be necessary to the public good either in terms of needed development or when such vacation will result in a better or more desirable situation. In some instances, a more desirable situation may be a better road pattern in terms of safety.
- B. The right of way must be determined to be of no value to the City (excluding any market value) either now or in the foreseeable future. Such finding shall be based on significant, related criteria, such as prior use or disuse, potential for future municipal use, need for existing or contemplated public utilities, perceived damage or potential damage to adjacent or nearby property owners and the City's willingness to assume liability for same.
- C. The proposed vacation must not have a significant adverse effect on the security, accessibility or operations of nearby land uses. Projects that propose to dead-end an alley or street in the middle of the block, turn out street traffic through an alley, vacate half the width of a street or alley, create an irregular right of way line or superlot, or vacate air rights, will not be granted.
- D. Generally, right-of-way adjacent or leading to any park, open space, view, natural area, or any other natural or man-made attraction shall not be vacated. This determination shall be made on a case-by-case basis.

Vacation is not guaranteed even if 100% of the adjoining owners request the vacation.

**III. PROCEDURES**

The length of time to process a street or alley vacation depends largely on the number of issues needing to be resolved and current workload/resource levels. The following procedures are applicable:

- A. A pre-application meeting is optional at the discretion of the Director of Public Works. Before the submission of a request for a street or alley vacation, the applicant may meet

with the staff of the Engineering Division of Public Works. The applicant is encouraged to do so in order to be informed of the City policies regarding street and alley vacations and to have explained the application submission requirements and procedures.

- B. A petition for a street or alley vacation shall be submitted to the City Clerk's Office and must include the following: (1) description of the area to be vacated; (2) the property owner(s) making the request; (3) a map of the street or alley sought to be vacated; (4) the reasons for the vacation and any property owners adjoining the proposed vacation who are not participating in the application; (5) a certification by the petitioner that no property will be damaged by the vacation of any street or alley and no damages owed in accordance with Section 11-91-1 of the Illinois Municipal Code; and (6) an agreement to indemnify the City from any claims associated with the vacation.
- C. The City Manager, in consultation with the Department of Public Works, shall review the request for vacation as it relates to the goals and objectives of the City, compatibility with adjacent land uses, potential rezoning of the vacated street, aesthetic considerations and other related issues, including specifically that the property is no longer needed and serves no valid public purpose. After the review process, the City Manager shall forward the matter to the City Council with the staff recommendation. The City Council shall hold a public hearing, in accordance with Section D below, on the matter prior to the City Council taking final action on the request.
- D. No ordinance shall be passed vacating any street or alley without notice and a public hearing before the City Council. At least 15 days prior to such hearing, notice of its time, place and subject matter shall be published in a newspaper of general circulation with the area which the street or alley proposed for vacation serves. Notice shall also be mailed, via certified mail, to all adjoining property owners. At the hearing all interested persons shall be heard concerning the proposal for vacation.
- E. Prior to final action by the City Council of a petition to vacate, all adjoining or adjoining property owners, as well as all utility providers, shall be sent notice of the date and time of the meeting where the proposed vacation by certified mail, postage prepaid, return receipt requested. This notice may be combined with the notice of public hearing. In addition, any meetings and/or hearings publicly continued from the date noticed shall not require additional notices.
- F. The City Council may grant the petition to vacate the street or alley by ordinance, by a three-fourths vote, with or without conditions, or the City Council may deny the petition.
- G. Where appropriate and as recommended by the City Manager, ordinances vacating streets or alleys shall contain a provision retaining or requiring conveyance of easements for construction, repair and maintenance of existing and future public utilities and services.
- H. In addition to a property owner initiating a petition for vacation, the City Manager may also propose the vacation of a public street or alley. In such cases, no application or appraisal fees shall be due (unless an appraisal is requested by the property owner) and the fair market value shall be determined as set forth in Section IV(C) unless waived in accordance Section IV(E). Prior to the vacation of any such street or alley, notice must be provided as set forth in Section V(E) and the requisite findings made in Section II. Said vacation shall further only be valid if the adjacent property owner(s) accept the fair market value and counter-sign the ordinance vacating the property to said owner(s).

**REGULAR AGENDA ITEM NO. 9.C**

**FOR COUNCIL:** October 25, 2021

**SPONSOR:** Public Works Department

**WARD IMPACTED:** Ward 1

**SUBJECT:** Consideration and action on an Ordinance Approving the Vacation of an Alley Between Lot 8 of McDowell Subdivision and Lot 4 of J B Stevensons Subdivision, which will Vacate an Alley between 508 and 514 E. Jackson Street, as requested by the Public Works Department.

**RECOMMENDED MOTION:**

The proposed Ordinance be approved.

**STRATEGIC PLAN LINK:**

-Goal 4. Strong Neighborhoods

**STRATEGIC PLAN SIGNIFICANCE:**

-Objective 4d. Improved neighborhood infrastructure

-Objective 4c. Preservation of property/home valuations

**BACKGROUND:** Public Works is recommending the approval of an Ordinance approving the Vacation of an Alley between Lot 8 of McDowell Subdivision and Lot 4 of J B Stevensons Subdivision, which will vacate an alley between 508 and 514 E. Jackson Street.

As part of the vacation process, a public hearing was held in front of the City Council on August 9, 2021. Vacating the alley will reduce maintenance costs to the City. Staff estimates that basic maintenance for this alley is between \$200 and \$500, dependent upon the severity of repairs. This type of maintenance work may occur annually, but more likely there could be several years or more between times when work is needed. In addition, staff estimates that the resurfacing cost for the paved half of the alley is \$2,500, which would occur within the next few years and periodically thereafter.



On August 23, 2021, City Council discussed this item, which originally requested a waiver of the compensation requirement. Council tabled this item until September 13, 2021, requesting an ordinance be brought back with a requirement that compensation be paid. This item was further postponed by Council action on September 13, 2021, and September 27, 2021, to provide the petitioner additional time to obtain an appraisal from an MAI designation appraiser. The Petitioner has since provided an appraisal valuing the property at \$4,000, as required by the Street and Alley Vacation Policy, and has submitted \$4,000 to

compensate the City. The compensation is required to be submitted prior to Council's approval of the vacation. If Council does not approve the Ordinance, the \$4,000 will be returned to the petitioner.

As part of this development, the petitioner wishes to maintain the vacated alley as a private driveway for the property at 507 E. Taylor Street. The petitioner and his wife own all three properties involved in or adjacent to this vacation: 508 E. Jackson Street, 514 E. Jackson Street, and 507 E. Taylor Street.

The petitioner has submitted utility easement vacation letters and requests the alley be vacated without retaining any utility easements. The alley is not currently utilized for any public function. There is no plan for any public use of the alley.

The Illinois Municipal Code, and policy of the City, requires a three-fourths vote (of the Council members holding office) to approve any ordinance to vacate a street or alley. Accordingly, a vote of 6 council members voting in the affirmative is required to approve this ordinance.

**COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED:** A public hearing on the application was held on August 9, 2021, by the Bloomington City Council. Notice of the public hearing was published in *The Pantagraph* on July 24, 2021. Notices were also sent by certified mail to 120 property owners within 500 feet of the property. No one appeared at the public hearing to speak in favor or against the proposed vacation.

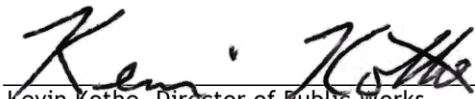
**FINANCIAL IMPACT:** Brandon Gray paid all survey and plat costs. Per the street and alley vacation policy (Chapter 24 of the City Code), the petitioner is required to compensate the City \$4,000 for the vacated alley, unless the compensation requirement is waived by City Council. The compensation figure is derived from an appraisal by an MAI designated appraiser. The Petitioner has submitted \$4,000 to compensate the City. The compensation is required to be submitted prior to Council approval of the vacation. If Council does not approve the Ordinance, the \$4,000 will be returned to the petitioner. Regardless of approval, the City's policy required the petitioner to pay a \$150 administration fee, the cost of the appraisal, as well as a \$164.32 publication fee. Vacating the alley will reduce maintenance costs to the City. No net negative impact on tax revenues is expected as a result of this vacation. In accordance with the vacation policy, Brandon Gray is to have provided the required compensation prior to approval by City Council.

**COMMUNITY DEVELOPMENT IMPACT:** Goal H-1. Ensure the availability of safe, attractive and high quality housing stock to meet the needs of all current and future residents of Bloomington.

Respectfully submitted for Council consideration.

Prepared by: Tony Meizelis, Civil Engineer I

Reviewed by:



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Kevin Kothe, Director of Public Works

10/11/2021



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Chris Tomertin, Budget Manager

10/12/2021



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Jeffrey R. Murgens, Corporation Counsel

10/14/2021



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Tara Henry, Legislative Assistant & Records Manager

10/21/2021

**Attachments:**

- PW 6B Ordinance and Legal Description\_Jackson Street Alley Vacation 10252021
- PW 6C Map\_Jackson Street Alley Vacation 10252021
- PW 6D Petition\_Jackson Street Alley Vacation 10252021
- PW 6E Street and Alley Vacation Policy\_Jackson Street Alley Vacation 10252021
- PW 6F Appraisal\_Jackson Street Alley Vacation 10252021



ORDINANCE NO. 2021 - \_\_\_\_\_

**AN ORDINANCE APPROVING THE VACATION OF AN ALLEY BETWEEN LOT 8 OF  
MCDOWELL SUBDIVISION AND LOT 4 OF J B STEVENSONS SUBDIVISION,  
WHICH WILL VACATE AN ALLEY BETWEEN 508 AND 514 E. JACKSON STREET**

WHEREAS, there was heretofore filed with the Economic and Community Development Department of the City of Bloomington, McLean County, Illinois, a petition requesting the vacation of an alley legally described in Exhibit A, attached hereto and made a part hereof by this reference; and

WHEREAS, said Petition is valid and sufficient and conforms to the requirements of the statutes in such cases made and provided, and the Alley Vacation Plat attached to said Petition was prepared in compliance with requirements of the Bloomington City Code; and

WHEREAS, the City Council of said City has the power to pass this Ordinance and grant said vacation; and

WHEREAS, it is reasonable and proper to vacate said alley as requested in this case; and

WHEREAS, the petitioner has provided compensation to the City in the amount of \$4,000.00 for the fair market value of the alley sought to be vacated.

**NOW, THEREFORE, BE IT ordained by the City Council of the City of Bloomington, Mclean County, Illinois:**

SECTION 1. The above recitals are incorporated herein by this reference as if specifically stated in full.

SECTION 2. That the alley as shown on the Alley Vacation Plat Map dated October 16, 2020 and described in Exhibit A is hereby vacated.

SECTION 3. That said vacation of alley is reasonable and proper because said right of way is not needed for public use by said City.

SECTION 5. Except as provided herein, the Bloomington City Code, 1960, as amended shall remain in full force and effect.

SECTION 6. This Ordinance shall be effective immediately after its passage and approval.

SECTION 7. This Ordinance is passed and approved pursuant to the home rule authority granted by Article VII, Section 6 of the 1970 Illinois Constitution.

PASSED this 25th day of October 2021.

APPROVED this \_\_\_ day of October 2021.

**CITY OF BLOOMINGTON**

\_\_\_\_\_  
Mboka Mwilambwe, Mayor

**ATTEST**

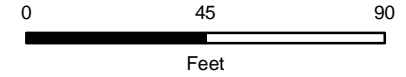
\_\_\_\_\_  
Leslie Smith-Yocum, City Clerk

Exhibit A

Legal Description

All that portion of 20 feet North-South Alley, running east of and adjacent to Lot 8 in McDowell's Sub of Block C Evans 3rd Addition

# Jackson St Alley Vacation



Date: 10/16/2020

## Legend

-  Vacation
-  Parcels





**CITY OF BLOOMINGTON  
PETITION FOR STREET VACATION**



**To the City of Bloomington:**

I (we), the undersigned, do hereby respectfully petition the City of Bloomington for a street vacation as set forth herein, pursuant to the Street and Alley Vacation Policy set forth in Chapter 24 of the Bloomington City Code, and in support thereof state the following facts and make the following certifications and agreements:

1. **The name of the street to be vacated is:** Unnamed

2. **The street to be vacated is located between the following streets and a map of the street to be vacated is attached as Exhibit A:**

Alley runs North-South from E. Jackson Street to another unnamed East-West oriented alley in between Evans and McLean Streets.

3. **The street to be vacated is adjacent to the following addresses:**

East of 508 E. Jackson, West of 514 E. Jackson, South of 507 E. Taylor

4. **The approximate width and length of the street to be vacated is as follows:**

20 (feet wide)                      115 (feet long)

5. **The names and addresses of the property owners making this request are as follows:**

\_\_\_\_\_  
(First & Last Name)

507 E. Taylor St.

\_\_\_\_\_  
(Street Address)

Bloomington, IL 61701

\_\_\_\_\_  
(City & Zip Code)

21-04-459-005

\_\_\_\_\_  
(Parcel Identification Number - PIN)

\_\_\_\_\_  
(First & Last Name)

508 E. Jackson St.

\_\_\_\_\_  
(Street Address)

Bloomington, IL 61701

\_\_\_\_\_  
(City & Zip Code)

21-04-459-020

\_\_\_\_\_  
(Parcel Identification Number - PIN)

\_\_\_\_\_  
(First & Last Name)

\_\_\_\_\_  
(First & Last Name)

514 E. Jackson St.  
\_\_\_\_\_  
(Street Address)

\_\_\_\_\_  
(Street Address)

Bloomington, IL 61701  
\_\_\_\_\_  
(City & Zip Code)

\_\_\_\_\_  
(City & Zip Code)

21-04-459-014  
\_\_\_\_\_  
(Parcel Identification Number - PIN)

\_\_\_\_\_  
(Parcel Identification Number - PIN)

*\*Please attach a separate sheet if there are additional property owners to be listed.*

**6. The reason for the vacation and intended use are as follows:**

Better maintenance for alley used as our back driveway, no retained easement requested - utility approvals included

**7. The names and addresses of all adjoining property owners who are not participating in this application are as follows:**

\_\_\_\_\_  
(First & Last Name)

\_\_\_\_\_  
(First & Last Name)

\_\_\_\_\_  
(Street Address)

\_\_\_\_\_  
(Street Address)

\_\_\_\_\_  
(City & Zip Code)

\_\_\_\_\_  
(City & Zip Code)

\_\_\_\_\_  
(First & Last Name)

\_\_\_\_\_  
(First & Last Name)

\_\_\_\_\_  
(Street Address)

\_\_\_\_\_  
(Street Address)

\_\_\_\_\_  
(City & Zip Code)

\_\_\_\_\_  
(City & Zip Code)

*\*Please attach a separate sheet if there are additional property owners to be listed.*



8. **To the fullest extent permitted by law, Petitioner(s) agree to and hereby shall indemnify and hold harmless the City of Bloomington, its officers, officials, agents and employees from and against liability and all claims arising out of the vacation of the street. If approved, a separate and specific indemnification agreement for the vacation of the street may be required by the City which Petitioner(s) agree to execute.**
9. **Petitioner(s) agree and hereby certify that no property will be damaged by the vacation of the street set forth in this Petition and there are no damages owed in accordance with Section 11-91-1 of the Illinois Municipal Code.**
10. **Petitioner(s) agree to submit payment of any fees or costs associated with this application for the vacation of the street in accordance with the City's Street & Alley Vacation Policy.**
11. **All other facts, representations and agreements pertaining to this petition are as follows:**

Benefit for City, request waiving of fees

WHEREFORE, the Petitioner(s) certify the above stated provisions are true and correct, agree to be bound by the indemnification provisions contained herein, and pray the City of Bloomington vacate the street in accordance with this Petition.

Brandon Gray

*(Print Name)*

06/23/2021

Please attach additional petition signatures (if applicable)

**EXHIBIT A**  
**CITY OF BLOOMINGTON**  
**STREET AND ALLEY VACATION POLICY**

**I. PURPOSE**

The purpose of this policy is to establish a uniform method for vacating public streets and alleys. Vacating and conveying these unneeded, and in many instances, unused parcels to the adjoining property owners would save the City miscellaneous maintenance costs and also put the land back on the tax rolls. The majority of the conveyances will be in residential areas. However, occasionally there will be parcels zoned commercial and industrial.

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It is the policy of the City of Bloomington to grant vacation of a street or alley when it is determined both that such right-of-way is not needed presently or in the future for public access (including vehicular, pedestrian, and visual access) and that such vacation advances the public good. All of the following policies should be met prior to the vacation of a street or alley.

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- B. The right of way must be determined to be of no value to the City (excluding any market value) either now or in the foreseeable future. Such finding shall be based on significant, related criteria, such as prior use or disuse, potential for future municipal use, need for existing or contemplated public utilities, perceived damage or potential damage to adjacent or nearby property owners and the City's willingness to assume liability for same.
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Vacation is not guaranteed even if 100% of the adjoining owners request the vacation.

**III. PROCEDURES**

The length of time to process a street or alley vacation depends largely on the number of issues needing to be resolved and current workload/resource levels. The following procedures are applicable:

- A. A pre-application meeting is optional at the discretion of the Director of Public Works. Before the submission of a request for a street or alley vacation, the applicant may meet

with the staff of the Engineering Division of Public Works. The applicant is encouraged to do so in order to be informed of the City policies regarding street and alley vacations and to have explained the application submission requirements and procedures.

- B. A petition for a street or alley vacation shall be submitted to the City Clerk's Office and must include the following: (1) description of the area to be vacated; (2) the property owner(s) making the request; (3) a map of the street or alley sought to be vacated; (4) the reasons for the vacation and any property owners adjoining the proposed vacation who are not participating in the application; (5) a certification by the petitioner that no property will be damaged by the vacation of any street or alley and no damages owed in accordance with Section 11-91-1 of the Illinois Municipal Code; and (6) an agreement to indemnify the City from any claims associated with the vacation.
- C. The City Manager, in consultation with the Department of Public Works, shall review the request for vacation as it relates to the goals and objectives of the City, compatibility with adjacent land uses, potential rezoning of the vacated street, aesthetic considerations and other related issues, including specifically that the property is no longer needed and serves no valid public purpose. After the review process, the City Manager shall forward the matter to the City Council with the staff recommendation. The City Council shall hold a public hearing, in accordance with Section D below, on the matter prior to the City Council taking final action on the request.
- D. No ordinance shall be passed vacating any street or alley without notice and a public hearing before the City Council. At least 15 days prior to such hearing, notice of its time, place and subject matter shall be published in a newspaper of general circulation with the area which the street or alley proposed for vacation serves. Notice shall also be mailed, via certified mail, to all adjoining property owners. At the hearing all interested persons shall be heard concerning the proposal for vacation.
- E. Prior to final action by the City Council of a petition to vacate, all adjoining or adjoining property owners, as well as all utility providers, shall be sent notice of the date and time of the meeting where the proposed vacation by certified mail, postage prepaid, return receipt requested. This notice may be combined with the notice of public hearing. In addition, any meetings and/or hearings publicly continued from the date noticed shall not require additional notices.
- F. The City Council may grant the petition to vacate the street or alley by ordinance, by a three-fourths vote, with or without conditions, or the City Council may deny the petition.
- G. Where appropriate and as recommended by the City Manager, ordinances vacating streets or alleys shall contain a provision retaining or requiring conveyance of easements for construction, repair and maintenance of existing and future public utilities and services.
- H. In addition to a property owner initiating a petition for vacation, the City Manager may also propose the vacation of a public street or alley. In such cases, no application or appraisal fees shall be due (unless an appraisal is requested by the property owner) and the fair market value shall be determined as set forth in Section IV(C) unless waived in accordance Section IV(E). Prior to the vacation of any such street or alley, notice must be provided as set forth in Section V(E) and the requisite findings made in Section II. Said vacation shall further only be valid if the adjacent property owner(s) accept the fair market value and counter-sign the ordinance vacating the property to said owner(s).

#### IV. COSTS & COMPENSATION

Ordinances vacating any street or alley shall not be passed by the City Council until the petitioner compensates the City in the amount required by this Section.

- D. Every petition for a street or alley vacation shall be accompanied by a nonrefundable payment to the City of \$150.00 to defray the administrative costs incurred in processing such vacation petitions.
- E. The owners of the property adjoining the vacated property shall pay the fair market value, as set forth below and determined in the sole discretion of the City Council, of the portion of the vacated property acquired. If the ordinance vacating the property provides that only the owner(s) of one particular parcel of adjoining property shall make payment, then the owner(s) of the particular parcel shall acquire title to the entire vacated street or alley, or the part thereof vacated.
- C. City staff shall determine the fair market value of the property to be vacated and apportion the costs as between all adjoining property owners (or a single property owner when authorized by ordinance) by utilizing, in its sole discretion, either of the following two methods: (1) utilizing a formula of 3 times the assessed land valuation of the adjoining property (or the property with this highest assessed land valuation if the property adjoins more than one property) divided by the square feet of said adjoining property times the square feet of the area being vacated; or (2) obtaining an appraisal of the property from an MAI designated appraiser which cost shall be borne by the petitioner. Said determination shall be final, without appeal to the City Council, unless the petitioner first obtains, at petitioners sole cost and expense, a separate appraisal of the right-of-way to be vacated including, without limitation, the fair market value of the interests(s) of each and every person to be acquired or the benefits which will accrue to any of them by reason of the vacation. Such appraisal must be conducted or completed by an MAI designated appraiser. The City may accept such appraisal or reject it and have a subsequent appraisal conducted by an MAI designated appraiser, at City expense.
- D. In some cases, the City will allow an exchange of equal property in lieu of the appraised value. Instead of monetary payment, the property owner may be asked to substitute other street areas or fulfill other conditions.
- E. All fees required under this Section may be waived, at the discretion of the City Manager or his or her designee, if the street or alley vacation is requested by the City.
- F. Upon request, any municipal, county, state and federal agencies may be approved by the City Council for an exemption from the compensation requirements of this Section, but shall pay to the City costs incurred by the City in processing the vacation request.
- G. Payment of the determined amount of compensation must be tendered to the City Council prior to final consideration of the ordinance vacating the property. In the event that final passage of the ordinance is not granted, the deposited amount (exclusive of the application fee) shall be refunded to the petitioner.

**RESTRICTED APPRAISAL REPORT  
OF**



**Alleyway between 510 & 514 E Jackson Street  
Bloomington, Illinois 61701**

Rally File # C21H4PC14

**PREPARED FOR:**

Brandon Gray  
507 E Taylor Street  
Bloomington, IL 61701

**AS OF:**

August 31, 2021, *As Is*

**PREPARED BY:**

**RALLY APPRAISAL, LLC**

**CHARLES J MASON**

**CERTIFIED GENERAL REAL PROPERTY APPRAISER**

**DAVID D. PASSMORE, MAI**

**CERTIFIED GENERAL REAL PROPERTY APPRAISER**

**PO BOX 299**

**MORTON, IL 61550**

**PHONE: (309) 672-9742**

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## **RESTRICTED APPRAISAL REPORT 2-2(B)**

Use of this report is limited to the client(s). The rationale for how the appraiser arrived at the opinions and conclusions set forth in this report may not be understood properly without additional information that is in the appraiser's work file.

**Subject Address:** Hypothetical parcel between 510 & 514 E Jackson Street,  
Bloomington, IL 61701  
**Site Size:** 20' x 115' or 2,300 SF  
**Property Type:** 2,300 square foot public alleyway  
**Client /** Brandon Gray  
**Intended User:**  
**Intended Use:** Establish fee simple market value of the subject property as described above  
**Property Rights:** Fee Simple  
**Type of Value:** Market Value

**Definition of Market Value:** Market value, as herein used, is defined as follows:

The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

- 1) Buyer and seller are typically motivated;
- 2) Both parties are well informed or well advised, and acting in what they consider their own best interests;
- 3) A reasonable time is allowed for exposure in the open market;
- 4) Payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and
- 5) The price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale. <sup>1</sup>

**Conditions of Appraisal:** The appraisal was performed "as is" condition as of August 31, 2021 with a hypothetical condition that the subject is an existing parcel that totals 2,300 square feet.

### **Sale & Listing History:**

The subject has not sold or transferred in the past 5 years.

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<sup>1</sup> Code Federal Regulations, Title XII ,Part 34.42 (FIRREA)

**Scope of Work:** The subject property was observed exterior only. The property has been appraised using the direct sales comparison approach. This is the most effective valuation method for vacant land. Omission of the cost approach does not impact the credibility of this appraisal report. Omission of the income approach does not impact the credibility of this appraisal report.

Normal and Bloomington are sister communities in McLean County, IL and are adjacent to each other. The Normal/Bloomington area is located at the junction of Interstates 55 & 74 and also State Highways 9 & 51. Access to the Interstates from both Normal and Bloomington is good, making travel very convenient.

Bloomington, IL has a population of 78,368 people with a median age of 34.4 and a median household income of \$63,115

Normal, IL has a population of 54,534 people with a median age of 23.9 and a median household income of \$54,496.

The Bloomington and Normal metro area have a combined population of 132,902 people. McLean County has approximately 176,271 people. McLean County has a projected 2022 population growth rate of 2.62%

The subject property is an existing public alleyway located between 510 & 514 E Jackson Street. It measure approximately 20' x 110' or 2,300 SF and is rectangular in shape and is generally sloping from north to south. It is improved with asphalt paving that has noticeable deferred maintenance and potholes. The land uses surrounding the subject are improved with single-family dwelling 50+ years in age and zoned R-2.

**Cost Approach: Not Applicable**

**Income Approach: Not Applicable**

**Sales Approach: Applicable**

## **OPINIONS AND CONCLUSIONS**

**Highest and Best Use:** The subject property is a publically owned alleyway that is improved with asphalt paving and totals approximately 2,300 square feet. The asphalt is showing significant signs of depreciation with typical wear and tear. The client of this appraisal owns properties surrounding the subject and plans on repaving the alleyway. The existing use of the subject is physically possible, legally permissible, financially feasible and is the maximally productive use as is. As Vacant, the use is the same as a parking lot as it is too small to develop and sort of residential or commercial use.

**Estimated Marketing Time: 3-6 months**

Market data indicates the anticipated marketing time for the subject is **3-6 months**. This is based on historical marketing periods of other similar properties that have sold in this market and other similar market areas. However, the list price and the marketing effort are paramount to getting a sale within the indicated marketing time. Properties which are over-priced often experience extended marketing times.

**Exposure Time:** is defined as “an opinion, based on supporting market data, of the length of time that the property interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale at market value on the effective date of the appraisal”<sup>[2]</sup>. The appraiser's opinion of reasonable exposure time for the subject property is **3 months**.

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<sup>[2]</sup> *Uniform Standards of Professional Appraisal Practices & Advisory Opinions*, Appraisal Standards Board, The Appraisal Foundation, 2020-2021.

**Effective Date of Value:** August 31, 2021 As Is

**Date of Report:** September 15, 2021

**Result of Approaches to Value:**

Cost Approach	N/A
Sales Approach	\$4,000 As Is
Income Approach	N/A

The supporting documentation for the analyses and the development of the approaches to value is shown in the appraisal report with some support in the appraisal work file.

**Opinion of Market Value: \$4,000 As Is**

*This appraisal was performed following public awareness of COVID-19 affecting residents in the United States. At the time of the appraisal, COVID-19 was having widespread health and economic impacts. The effects of COVID-19 on the subject's real estate market may not yet be measurable. However, through market participant interviews and reliable sources of data available at the time of the appraisal, minimal impact has been noticed for properties similar to the subject. The analyses and value opinion(s) in this appraisal are based on the data available to the appraiser at the time of the assignment and apply only as of the effective date indicated. No analyses or opinions contained in this appraisal should be construed as predictions or future market conditions or values but are simply opinions based on information available at the time of the effective date of the appraisal.*

## **ASSUMPTIONS AND LIMITING CONDITIONS**

This assignment was conducted, and the report presented, subject to the following assumptions and limiting conditions. The use and acceptance of this report indicates that the client accepts these assumptions and limiting conditions.

**Extraordinary Assumption:** an assignment-specific assumption as of the effective date regarding uncertain information used in an analysis which, if found to be false, could alter the appraiser's opinions and conclusions.

Comment: Extraordinary assumptions presume as fact otherwise uncertain information might include physical, legal, or economic characteristics of the subject property; or conditions external to the property, such as market conditions or trends; or the integrity of data used in an analysis.

*The use of extraordinary assumptions may affect assignment results.*

***The appraiser is making the following extraordinary assumptions:***

- The information provided to the appraiser by the client, owner, or agent, is true, complete, and not misleading.
- The subject totals 2,300 square feet

**Hypothetical Condition:** a condition directly related to a specific assignment, which is contrary to what exists but is used for the purpose of analysis.

Comment: Hypothetical conditions are contrary to known facts about physical, legal, or economic characteristics of the subject property; or about conditions external to the property, such as market conditions or trends; or about the integrity of data used in an analysis.

**The appraiser is making a hypothetical condition that the subject is separately parceled and is a private alleyway that could be sold off or used as a private drive.**

## **GENERAL UNDERLYING ASSUMPTIONS**

### Legal Matters:

The legal description used in this report is assumed to be correct, but it may not necessarily have been confirmed by survey. No responsibility is assumed in connection with a survey or for encroachments or overlapping or other discrepancies that might be revealed thereby. Any sketches included in the report are only for the purpose of aiding the reader in visualizing the property and are not necessarily a result of a survey.

No responsibility is assumed for an opinion of legal nature, such as to ownership of the property or condition of title.

The appraisers assume the title to the property to be marketable; that, unless stated to the contrary, the property is appraised as an unencumbered fee which is not used in violation of acceptable ordinances, statutes or other governmental regulations.

Confidential Information - information that is either: identified by the client as confidential when providing it to an appraiser and that is not available from any other source; or classified as confidential or private by applicable law or regulation\*. \*NOTICE: For example, pursuant to the passage of the Gramm-Leach-Bliley Act in November 1999, some public agencies have adopted privacy regulations that affect appraisers. As a result, the Federal Trade Commission issued a rule focused on the protection of "non-public personal information" provided by consumers to those involved in financial activities "found to be closely related to banking or usual in connection with the transaction of banking." These activities have been deemed to include "appraising real or personal property." (Quotations are from the Federal Trade Commission, Privacy of Consumer Financial Information; Final Rule, 16 CFR Part 313)

### Unapparent Conditions:

The appraisers assume that there are no hidden or unapparent conditions of the property, subsoil or structures which would render it more or less valuable than otherwise comparable property. The appraisers are not experts in determining the presence or absence of hazardous substance, defined as all hazardous or toxic materials, waste, pollutants or contaminants (including, but not limited to, asbestos, PCB, UFFI, or other raw materials or chemicals) used in construction or otherwise present on the property.

The appraisers assume no responsibility for any engineering studies or analysis which would be required to conclude or discover the presence or absence of such substances or for loss as a result of the presence of such substances, or for unapparent conditions. The client is urged to retain an expert in this field, if desired. The value estimate is based on the assumption that the subject property is not so affected.

### Information and Data:

Information and opinions furnished to the appraisers and contained in the report were obtained from sources considered reliable and believed to be true and correct. However, no warranty is given for the accuracy of such items furnished the appraisers.

All mortgages, liens, encumbrances, and servitudes have been disregarded unless so specified within the appraisal report. The subject property is appraised as though under responsible ownership and competent management.



## Zoning and Licenses:

It is assumed that all applicable zoning and use regulations and restrictions have been complied with, unless a nonconforming use has been stated, defined and considered in the valuation.

It is assumed that the subject property complies with all applicable federal, state and local environmental regulations and laws unless noncompliance is stated, defined and considered in the valuation.

It is assumed that the information relating to the location of or existence of public utilities that has been obtained through a verbal inquiry from the appropriate utility authority, or has been ascertained from visual evidence is correct. No warranty has been made regarding the exact location or capacities of public utility systems.

It is assumed that all licenses, consents or other legislative or administrative authority from local, state or national governmental or private entity or organization have been, or can be, obtained or renewed for any use on which the value estimate contained in the valuation report is based.

The appraisers will not be required to give testimony or appear in court due to preparing the appraisal with reference to the subject property in question, unless prior arrangements have been made.

Possession of the report does not carry with it the right of publication. Out-of-context quoting from or partial reprinting of this appraisal report is not authorized. Further, neither all nor any part of this appraisal report shall be disseminated to the general public by the use of media for public communication without the prior written consent of the appraisers signing this appraisal report.

Disclosure of the contents of this report is governed by the By-Laws and Regulations of the Appraisal Institute. Neither all nor any part of the contents of this report shall be conveyed to any person or entity, other than the appraiser's client, through advertising, solicitation materials, public relations, news, sales, or any other media without the written consent and approval of the author, particularly as to valuation conclusions, the identity of the appraiser with which they are connected, or any reference to the Appraisal Institute or to the MAI designation. Further, the appraiser assumes no obligation, liability, or accountability to any third party. If this report is placed in the hands of anyone but the client, client shall make such party aware of all the assumptions and limiting conditions of the assignment.

The distribution of the total valuation in this report, between land and improvements, is applicable only as a part of the whole property. The land value, or the separate value of the improvements, must not be used in conjunction with any other appraisal or estimate and is invalid if so used.

No environmental or concurrency impact studies were either requested or made in conjunction with this appraisal report. The appraisers, thereby, reserve the right to alter, amend, revise, or rescind any of the value opinions based upon any subsequent environmental or concurrency impact studies, research or investigation.

The Americans with Disabilities Act ("ADA") became effective January 26, 1992. The appraisers have not made a specific compliance survey and analysis of this property to determine whether or not it is in conformity with the various detailed requirements of the ADA. It is possible that a compliance survey of the property, together with a detailed analysis of the requirements of the ADA, could reveal that the property is not in compliance with one or more of the requirements of the Act. If so, this fact could have a negative effect upon the value of the property. Since the appraisers have no direct evidence relating to this issue, possible noncompliance with the requirements of ADA in estimating the value of the property has not been considered.

An appraisal related to an estate in land that is less than the whole fee simple estate applies only to the fractional interest involved. The value of this fractional interest plus the value of all other fractional interests may or may not equal the value of the entire fee simple estate considered as a whole.

The appraisal report related to a geographical portion of a larger parcel is applied only to such geographical portion and should not be considered as applying with equal validity to other portions of the larger parcel or tract. The value for such geographical portions plus the value of all other geographical portions may or may not equal the value of the entire parcel or tract considered as an entity.

The appraisal is subject to any proposed improvements or additions being completed as set forth in the plans, specifications, and representations referred to in the report, and all work being performed in a good and workmanlike manner. The appraisal is further subject to the proposed improvements or additions being constructed in accordance with the regulations of the local, county, and state authorities. The plans, specifications, and representations referred to are an integral part of the appraisal report when new construction or new additions, renovations, refurbishing, or remodeling applies.

If this appraisal is used for mortgage loan purposes, the appraisers invite attention to the fact that (1) the equity cash requirements of the sponsor have not been analyzed, (2) the loan ratio has not been suggested, and (3) the amortization method and term have not been suggested.

The function of this report is not for use in conjunction with a syndication of real property. This report cannot be used for said purposes and, therefore, any use of this report relating to syndication activities is strictly prohibited and unauthorized. If such an unauthorized use of this report takes place, it is understood and agreed that *Rally Appraisal, LLC* has no liability to the client and/or third parties.

Acceptance of and/or use of this appraisal report constitutes acceptance of the foregoing General Underlying Assumptions and General Limiting Conditions. The appraisers' duties, pursuant to the employment to make the appraisal, are complete upon delivery and acceptance of the appraisal report. However, any corrections or errors should be called to the attention of the appraisers within 60 days of the delivery of the report.

This report is intended for use only by the identified client and identified other known intended users stated within the cover letter. Use of this report by others is not intended by the appraiser.

## Land Value Analysis

There have been recent sales of similar lots in the area for comparison.

ITEM	SUBJECT PROPERTY		COMPARABLE NO. 1		COMPARABLE NO. 2		COMPARABLE NO. 3	
ADDRESS	Alley between 510 & 514 E Jackson		503 S Madison St		301 Low St		429 S Main St	
CITY	Bloomington, IL		Bloomington, IL		Bloomington, IL		Bloomington, IL	
SALE PRICE			\$8,000		\$5,000		\$5,000	
SALE PRICE / SF			\$1.39 / SF		\$0.57 / SF		\$1.90 / SF	
FINANCING			Cash		Cash		Cash	
ADJ SALE PRICE			+\$0		+\$0		+\$0	
PROPERTY RIGHTS	Fee simple		Fee simple		Fee simple		Fee simple	
ADJ SALE PRICE			+\$0		+\$0		+\$0	
CONDITIONS OF SALE			Arm's-Lngt		Arm's-Lngt		Arm's-Lngt	
ADJ SALE PRICE			+\$0		+\$0		+\$0	
BUYER EXPENDITURES	None	\$0	None	+\$0	None	+\$0	None	+\$0
ADJ SALE PRICE			+\$0		+\$0		+\$0	
MARKET COND / DATE	Aug-21		Nov-20		Jul-20		Apr-16	
ADJ SALE PRICE			+\$0		+\$0		+\$0	
ADJ SALE PRICE / SF			\$1.39 / SF		\$0.57 / SF		\$1.90 / SF	
<b>ADJUSTMENTS</b>	<b>PERCENTAGE ADJUSTMENTS SHOWN IN DOLLARS</b>							
SITE SIZE	0.05 AC		0.13 AC	--	0.20 AC	--	0.06 AC	--
USEABLE LAND	2,300 SF		5,744 SF	--	8,824 SF	+\$0.06	2,638 SF	--
PHYSICAL CONDITION	Typical		Similar	--	Similar	--	Similar	--
LOCATION	Average		Similar	--	Similar	--	Similar	--
ACCESS / VISIBILITY	Average		Similar	--	Similar	--	Similar	--
ZONING	N/A		B-2	--	R-2	--	B-2	--
UTILITY OF SITE	Parking lot		Similar	--	Similar	--	Similar	--
NET ADJUSTMENT			+\$0.00		+\$0.06		+\$0.00	
ADJUSTED PRICE / SF			\$1.39		\$0.63		\$1.90	
<b>RANGE IN VALUE FOR SUBJECT:</b>								
Low:	2,300 SF	X	\$0.63 / SF	=			\$1,452	
High:	2,300 SF	X	\$1.90 / SF	=			\$4,359	
<b>FINAL VALUE OPINION:</b>	<b>2,300 SF</b>	<b>X</b>	<b>\$1.70 / SF</b>	<b>=</b>			<b>\$3,910</b>	
					<b>Rounded =</b>		<b>\$4,000</b>	

**Data Collection:**

The appraiser searched for vacant land sales within the immediate market area with similar zoning and potential uses as the subject. Adequate data was found for comparison. The sales selected for final analysis are the sales the appraiser believes are most reflective of the cross section of the market that allow for a bracketing technique used in determining value.

**Unit of Comparison:**

The most influential unit of comparison to determine value for vacant land is price per square foot. The figures shown under Price/SF are determined by dividing the total sale price by the total square feet of the site. This common factor after application of various adjustments (see sales grid) is then used as the basis for comparison. It is important to note that the adjustments derived from the market data are generally (%) percentage adjustments of the sale price of each comparable property. These percentage adjustments reflect reasonable adjustments made by prudent, knowledgeable and typical buyers and sellers as they negotiate their transaction. These percentage adjustments are then converted to, and shown as, (\$) dollar adjustments on the grid for illustrative purposes.

Market data indicated adjustments necessary for:

Sale 2 adjust for site size as it is much larger than the subject property. No adjustments were necessary for location or utility of site as each comparable sale is located in the downtown Bloomington area and are essentially garden style lots that are too small to develop any sort of residential or commercial property.

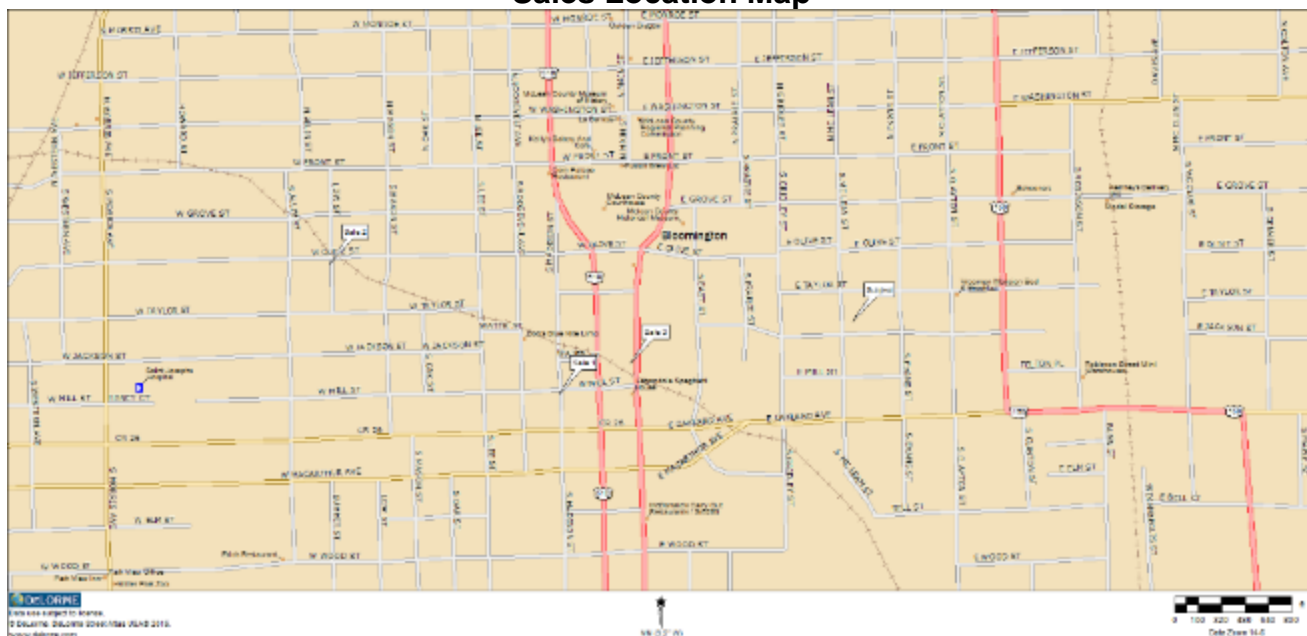
**General Comments:**

The comparables are indicating a range of land value from \$0.63/SF to \$1.90/SF. After adjustments, the subject is reconciled with the more predominant value being \$1.70/SF based on the majority of sales data selling between \$5,000 and \$8,000. All sales selected share similar development potential – which is very little due to the small size of each parcel.

RANGE IN VALUE FOR SUBJECT:						
Low:	2,300 SF	X	\$0.63 / SF	=		\$1,452
High:	2,300 SF	X	\$1.90 / SF	=		\$4,359
FINAL VALUE OPINION:	2,300 SF	X	\$1.70 / SF	=		\$3,910
				Rounded =		\$4,000

**FOUR THOUSAND DOLLARS  
(\$4,000) ROUNDED**

# Sales Location Map



## Land Sale 1

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### Location Data

Location: 503 S Madison Street  
Bloomington, IL 61701  
County: McLean  
Assessor's Parcel No: 21-04-386-008  
Record ID: 32877

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### Physical Data

Net Acres: 0.13  
Net SF: 5,744  
Topography: Basically Level  
Shape: Rectangular



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### Utilities

Telephone: Yes  
Electricity: Yes  
Water: Yes  
Sewer: Yes  
Gas: Yes  
Zoning: B-2, General Business District

Grantor:

Grantee:

Vacant lot that is zoned B-2 and is surrounded by single-family residential uses. Rectangular in shape and is located along S Madison Street and W Mill Street.

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### Sale Data

Date: November 04, 2020  
Effective Sale Price: \$8,000  
Document No: 202000025141  
Original Sale Price: \$8,000  
Price Per Acre: \$60,669  
Price Per Square Foot: \$1.39  
Price Per Unit: \$0  
Confirmation Source: MLS / CHR  
Confirmed by: cmason



## Land Sale 2

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### Location Data

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Location: 301 Low Street  
Bloomington, IL 61701  
County: McLean  
Assessor's Parcel No: 21-04-351-001  
Record ID: 32876

### Physical Data

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Net Acres: 0.20  
Net SF: 8,824  
Topography: Basically Level  
Shape: Rectangular



### Utilities

Telephone: Yes  
Electricity: Yes  
Water: Yes  
Sewer: Yes  
Gas: Yes  
Zoning: R2, Residential District

Grantor: [REDACTED]  
Grantee: [REDACTED]

---

### Sale Data

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Date: July 14, 2020  
Effective Sale Price: \$5,000  
Document No: 202000014152  
Original Sale Price: \$5,000  
Price Per Acre: \$24,683  
Price Per Square Foot: \$0.57  
Price Per Unit: \$0  
Confirmation Source: MLS / CHR  
Confirmed by: cmason

Vacant lot zoned R-2 that is rectangular in shape and is located along Olive St near Low Street.

## Land Sale 3

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### Location Data

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Location: 429 S Main Street  
Bloomington, IL 61701  
County: McLean  
Assessor's Parcel No: 21-04-381-007  
Record ID: 32877

### Physical Data

---

Net Acres: 0.06  
Net SF: 2,638  
Topography: Basically Level  
Shape: Irregular



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### Utilities

Telephone: Yes  
Electricity: Yes  
Water: Yes  
Sewer: Yes  
Gas: Yes  
Zoning: B-2, General Business District

Grantor:  
Grantee:



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### Sale Data

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Date: April 01, 2016  
Effective Sale Price: \$5,000  
Document No: 201610609  
Original Sale Price: \$5,000  
Price Per Acre: \$82,563  
Price Per Square Foot: \$1.90  
Price Per Unit: \$0  
Confirmation Source: MLS / CHR  
Confirmed by: cmason

Irregularly shaped lot located just south of the Bloomington CBD along S Main Street. Zoned B-2 and is generally flat.

## CERTIFICATION

I certify that, to the best of my knowledge and belief:

- The statements of fact contained in this report are true and correct.
- The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and represents my personal, impartial, and unbiased professional analyses, opinions, and conclusions.
- I have no present or prospective interest in the property that is the subject of this report and no personal interest with respect to the parties involved.
- I have performed no services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.
- I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
- My engagement in this assignment was not contingent upon developing or reporting predetermined results.
- My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
- Our analysis, opinions, and conclusions were developed, and this report has been prepared, in conformity with the *Uniform Standards of Professional Appraisal Practice* and *FIRREA*.
- Mr. Charles Mason made a personal inspection of the subject property that is the subject of this report. Mr. David D. Passmore did not inspect the subject property but is familiar with the market area and agrees with the analysis herein. Mr. Passmore has been in discussions with Mr. Mason during the appraisal process.
- No one provided significant real property appraisal assistance to the person(s) signing this certification.
- I have performed within the context of the competency provision of the Uniform Standards of Professional Appraisal Practice.
- The reported analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Code of Professional Ethics and Standards of Professional Practice of the Appraisal Institute.
- As of the date of this report, I, David D. Passmore have completed the Continuing Education Requirement of the Appraisal Institute for Designated Members.

CJ Mason has prepared this report. Please contact me if you have any questions.



Charles J. Mason  
IL Certified General Real Property Appraiser 553.002830



DAVID D. PASSMORE, MAI  
Iowa Certified General Real Property Appraiser, CG01577  
Illinois Certified General Real Property Appraiser 553.001714

**Subject Photos:**



**VIEW OF SUBJECT PROPERTY**





**VIEW OF SUBJECT PROPERTY**



**VIEW OF SUBJECT PROPERTY**





**VIEW OF SUBJECT PROPERTY**

## **ADDENDA**

## Engagement Letter



### Rally Appraisal, L.L.C.

Peoria Metro Office • P.O. Box 299 • Morton, IL 61550

David D. Passmore, MAI  
Matthew Miller, SRA  
Eric Lines  
Jeremy Purdy, Office Manager  
CJ Mason

Phone: (309) 672-9742  
[www.rallyappraisal.com](http://www.rallyappraisal.com)

August 30, 2021

Brandon Gray

RE, Alleyway between 510 & 514 E Jackson Street, Bloomington, IL 61701

Dear Mr. Birkland:

As you requested, I can appraise the publicly owned alleyway approximately 20' x 115' between 510 and 514 E Jackson Street, Bloomington, IL 61701. The purpose of the Restricted Appraisal Report will be to estimate the fee simple market value as of the date of inspection (effective date) for asset valuation purposes. The intended user of the appraisal report is Brandon Gray and and/or affiliates. The report is not intended for any other use or for use by others. No responsibility is accepted for unauthorized use of the report.

The payment of the fee shall not be contingent upon any value estimate reported. The appraisal will be prepared in compliance with the Standards of Professional Appraisal Practice of the Appraisal Institute.

The appraisal report is intended to comply with the reporting requirements set forth under Standards Rule 2-2(b) of the Uniform Standards of Professional Appraisal Practice. As such, it may only present summary discussions of the data, reasoning, and analyses that were used in the appraisal process to develop the opinion of value. Additional supporting documentation concerning the data, reasoning, and analyses may be retained in file. The depth of discussion contained in this report is specific to your needs for the intended use stated above. Your approval below acknowledges your acceptance of the authorization to perform the appraisal assignment.

The fee for the appraisal will be \$500. Prior to starting the appraisal 100% of the appraisal fee is required along with a signed copy of the authorization letter. The assignment has an estimated completion date of September 15, 2021.

Thank you for the opportunity to be of service to you.

Sincerely,

Charles J. Mason  
IL Certified General Real Estate Appraiser 553.002830

Brandon Gray

---

CONSISTENTLY EXCEEDING EXPECTATIONS

## License / Qualifications

CJ Mason

  
www.RallyAppraisal.com  
Email: cmason@rallyappraisal.com

### License

Certified General Real Property Appraiser  
License: 553.002830  
Expiration: 09/30/2021

### Education:

- High School Diploma - MFL-Mar-Mac High School, Monona, IA
- B.A. in Finance & Real Estate – University of Northern Iowa, Cedar Falls, IA
- Member of University of Northern Iowa Finance Club (2016-2017)
- Member of Rho Epsilon, a University of Northern Iowa Real Estate student organization (2016-2018)
- McKissock, Inc:
  - USPAP (2018)
  - Basic Appraisal Procedures (2018)
  - Basic Appraisal Principles (2017)
  - Supervisor-Trainee Course for Iowa (2018)
  - IL Supervisor/Trainee 3 Hour Seminar (2018)
  - 2018-19 USPAP Update Course for Non-Residential Real Property (2019)
  - Appraisal of Land Subject to Ground Leases (2019)
  - Basic Hotel Appraising – Limited Service Hotels (2019)
  - Appraisal of Owner Occupied Commercial Properties (2019)
- Appraisal Institute
  - 7-Hour National USPAP 2020-2021 Update Course
  -

### Relevant Work Experience:

- Rally Appraisal, LLC, Cedar Falls Office (01/2018 – 05/2018)
  - Associate General Real Property Appraiser Trainee
  - Supervisor: James Herink (State of Iowa General Certification # CG02627)
- Rally Appraisal, LLC, Quad Cities Office (05/2018 – 03/2019)
  - Associate General Real Property Appraiser Trainee
  - Supervisor: Eric Lines (State of Iowa General Certification # CG03080 & State of Illinois General Certification # 553.002321)
- Rally Appraisal, LLC, Peoria Office (03/2019 – Present)
  - Certified General Real Property Appraiser

### Types of Properties Appraised:

- Agricultural Land, Recreational Land, Development Land, Golf Courses, New Construction, Office Buildings, Multi-Family, Retail Buildings, CBD Properties, Mixed-Use Buildings, Mobile Home parks, Hotel/Motels, Residential and Commercial Subdivisions, Office/Warehouses, Transit Warehouses, Light-Industrial/Manufacturing Facilities, Mini-Storage Facilities, Restaurants, Car Washes, Full Service Auto Dealerships, Shop/Auto Service Buildings, Churches, and Schools.



Order Status Link

For future reference, IDFPR is now providing each person/business a unique identification number, "Access ID", which may be used in lieu of a social security number, date of birth or FEIN number when contacting the IDFPR [REDACTED]



Order Status Link



## APPRAISAL QUALIFICATIONS – RALLY APPRAISAL

David D. Passmore, MAI



STATE OF IOWA GENERAL CERTIFICATION #CG01577  
STATE OF ILLINOIS GENERAL CERTIFICATION 553.001714  
STATE OF WISCONSIN GENERAL CERTIFICATION 1779-010  
STATE OF MISSOURI GENERAL CERTIFICATION 2014013993  
MAI DESIGNATION ISSUED MARCH 2012

### Education:

1988 - High School, Macomb Senior High School, Macomb, Illinois  
1992 - Bachelor of Business Administration, University of Iowa

### Employment History:

Rally Appraisal, LLC, Commercial Appraiser	06/06-Present
Appraisal Associates Company, Commercial Appraiser	10/98-05/06
Hayes Appraisal Associates, Inc., Commercial Appraiser	07/96-09/98
Hughes & Company, Inc., Commercial Appraiser	08/94-06/96
Hayes Appraisal Associates, Inc., Residential Appraiser	08/92-07/94

### Appraisal Courses:

The University of Iowa, Bachelor of Business Administration, Marketing, 1992  
Iowa Association of Realtors, Appraisal Standards & Ethics, 1992  
Iowa Association of Realtors, Real Estate Analysis, 1992  
Iowa Association of Realtors, Sales Comparison Approach, 1992  
Iowa Association of Realtors, Cost & Income Approaches, 1992  
Iowa Association of Realtors, The Basics of Appraisal, 1992  
Appraisal Institute, 410 Standards of Professional Appraisal Practice, Part A, 1995  
Appraisal Institute, 420 Standards of Professional Appraisal Practice, Part B, 1997  
Appraisal Institute, 310 Basic Income Capitalization, 1995  
Appraisal Institute, 510 Advanced Income Capitalization, 1998  
Appraisal Institute, 520 Highest and Best Use and Market Analysis, 1999  
Appraisal Institute, 530 Advanced Sales Comparison & Cost Approach, 2000  
Appraisal Institute, 540 Report Writing, 2001  
Appraisal Institute, 550 Advanced Applications, 2002  
Appraisal Institute Comprehensive Exam, All parts successfully completed

### Seminars Attended:

Internet Research Strategies  
Regression Analysis in Appraisal Practice (10/00)  
USPAP Update, Part C, (10/01)  
Feasibility Analysis, Market Value and Investment Timing (05/02)  
Vitality of the Retail Sector (11/03)  
Real Estate Finance & Investment Analysis (09/04)  
Current Issues & Misconceptions in Appraising (11/04)  
7 Hour USPAP Update Course: Iowa and Illinois (04/09)  
Mathematically Modeling Real Estate Data (09/05)



Eminent Domain Case Study / Site To Do Business (11/05)  
Convincing Residential Appraisals (11/05)  
The Road Less Traveled: Special Purpose Properties (03/06)  
National USPAP Update (7 Hours) (2/07)  
Analytics of Site to Do Business (09/07)  
Repo & REC Valuation (02/08)  
Office Building Valuation: A Contemporary Perspective (06/08)  
RE Appraising in Response to Financial & Economic Disaster (11/08)  
Effective Appraisal Writing: Iowa and Illinois (05/09)  
Appraising Distressed Commercial Real Estate: Here We Go (09/09)  
Introduction to Valuation for Financial Reporting (08/10)  
National USPAP Update (7 Hours) (06/11)  
Effective Appraisal Writing: Iowa and Illinois (06/11)  
The Lending World in Crisis – What Clients Need Their Appraisers to Know (09/11)  
7 Hour USPAP Update (04/12)  
Analyzing Tenant Credit Risk and Commercial Lease Analysis (09/12)  
Capital Markets and New Real Estate Development (11/12)  
Course 841 – Complex Litigation Appraisal Case Studies (09/13)  
7 Hour USPAP Update (4/14)  
Self Storage Economics and Appraisal (09/14)  
Hotel Valuation Seminar Stephen Rushmore (09/15)  
7 Hour USPAP Updated 2016-17 (04/16)  
Long Term Care (09/16)  
Case Studies in Complex Valuation (09/17)  
Intro to Land Valuation / Tightening the Appraisal (04/17)  
7 Hour USPAP Updated 2018-19 (03/18)  
Discounted Cash Flow Model: Concepts, Issues and Apps (09/2018)  
Transferred Value (05/2019)  
Ignorance Isn't Bliss: Understanding an Investigation by a State Appraiser Regulatory Board or Agency (11/2019)  
USPAP 7 Hour 2020-2021 (03/2020)  
Eminent Domain & Condemnation (04/2020)

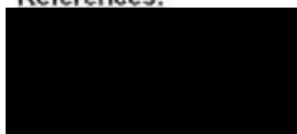
**Types of Properties Appraised:**

Residential, self storage, agricultural land, multi-family, retail service, industrial, subdivisions, office buildings, car washes, golf courses, commercial and residential developments and special use properties.

**Appraisal Reports & Studies Prepared for:**

Mortgage lending, insurance value, litigation, feasibility studies, lease interest, eminent domain, going concern, and fee simple valuation.

**References:**





STATE OF IOWA

IOWA DEPARTMENT OF COMMERCE  
PROFESSIONAL LICENSING AND REGULATION

This is to certify that the below named has been granted a certification  
as: Certified General Appraiser.

Certification Number: CG01577 Expires: June 30, 2021.

Status: Active

David D Passmore  
Rally Appraisal



<p><b>State of Wisconsin</b>  DEPARTMENT OF SAFETY AND PROFESSIONAL SERVICES  COMMITTED TO EQUAL OPPORTUNITY IN EMPLOYMENT AND LICENSING</p> <p><b>CERTIFIED GENERAL APPRAISER ELIGIBLE TO APPRAISE FEDERALLY RELATED TRANSACTIONS IS AQB COMPLIANT</b></p> <p>No. 1779-10 Expires: 12/14/2021</p> <p><b>DAVID D PASSMORE</b>  [REDACTED]</p> <p>UNITED STATES</p>	<p>The person whose name appears on this document has complied with the provisions of the Wisconsin Statutes and holds the credential specified on the front of this card. To verify the current status of this credential, use "Lookup a License" at <a href="http://dps.wi.gov">dps.wi.gov</a>.</p> <p>The named person licensed with Wisconsin Statutes will hold the credential specified. Signature: [REDACTED]</p> <p>Ch 440.11, Wis Statutes, requires you to notify the Department of a name or address change within 30 days. Please submit corrected information via the web at <a href="http://dps.wi.gov">dps.wi.gov</a> or by mail to DSPS at PO Box 8935, Madison WI 53708-8935.</p>
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**State of Illinois**  
Department of Financial and Professional Regulation  
Division of Real Estate

LICENSE NO. 553.001714 EXPIRES: 09/30/2021

The person, firm, or corporation whose name appears on this certificate has complied with the provisions of the Illinois Statutes and/or rules and regulations and is hereby authorized to engage in the activity as indicated below.

**CERTIFIED GENERAL REAL ESTATE APPRAISER**

DAVID D PASSMORE  
[REDACTED]





[REDACTED]

DEBORAH HAGAN  
SECRETARY

[REDACTED]

MARKO TRETO, JR.  
ACTING DIRECTOR

The official status of this license can be verified at [www.idfpr.com](http://www.idfpr.com) 13327061





## REGULAR AGENDA ITEM NO. 9.D

**FOR COUNCIL:** October 25, 2021

**SPONSOR:** Legal Department and City Clerk Department

**WARD IMPACTED:** City-Wide Impact

**SUBJECT:** Consideration and action on an Ordinance Amending Chapter 7 of the City Code Regarding Video Gaming Licensure Requirements Within the City, as requested by the Legal Department and the City Clerk Department.

**RECOMMENDED MOTION:**

The proposed Ordinance be approved.

**STRATEGIC PLAN LINK:**

- Goal 5. Great Place - Livable, Sustainable City
- Goal 3. Grow the Local Economy
- Goal 1. Financially Sound City Providing Quality Basic Services

**STRATEGIC PLAN SIGNIFICANCE:**

- Objective 5e. More attractive city: commercial areas and neighborhoods
- Objective 5d. Appropriate leisure and recreational opportunities responding to the needs of residents
- Objective 3e. Strong working relationship among the City, businesses, economic development organizations
- Objective 3d. Expanded retail businesses
- Objective 3b. Attraction of new targeted businesses that are the “right” fit for Bloomington
- Objective 3a. Retention and growth of current local businesses
- Objective 1d. City services delivered in the most cost-effective, efficient manner

**BACKGROUND:** At the City Council meeting on September 27, 2021, the Council considered an ordinance amending the City Code provisions on video gaming to address the private transfer of licenses, and adding language to address licenses that are part of a development agreement or annexation agreement. That ordinance was tabled and further revisions were subsequently made.

The additional changes in the proposed ordinance are in relation to video gaming licenses that are part of a development agreement or annexation agreement, and seek to clarify that the City Council must first vote to approve those agreements, including any language ensuring a license. Under the proposed ordinance, licenses that are part of an already approved development agreement or annexation agreement would be considered a contractual license and would not take away from the 60 general licenses that are available under the City Code. This language allows the City to meet its contractual obligations, while still leaving ultimate authority in the hands of the City Council. Note that the contracted establishment licenses remain subject to all other applicable laws included within Chapter 7, Article XIII of the City Code.

If approved, the ordinance would also prohibit all transfers of video gaming licenses except from a current licensee to a proposed licensee for the same establishment at the same location.

**COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED:** N/A

**FINANCIAL IMPACT:** N/A

**COMMUNITY DEVELOPMENT IMPACT:** N/A

Respectfully submitted for Council consideration.


Prepared by: Jeffrey Jurgens, Corporation Counsel

Reviewed by:



Chris Tomerlin, Budget Manager

10/15/2021



Jeffrey R. Jurgens, Corporation Counsel

10/18/2021



Tara Henry, Legislative Assistant & Records Manager

10/21/2021

**Attachments:**

- CLK 4B Video Gaming Ordinance



ORDINANCE NO. 2021 - \_\_\_\_\_

**AN ORDINANCE AMENDING CHAPTER 7 OF THE CITY CODE  
REGARDING VIDEO GAMING LICENSURE REQUIREMENTS WITHIN THE CITY**

WHEREAS, the City of Bloomington, McLean County, Illinois (hereinafter “City”) is an Illinois home-rule municipality; and

WHEREAS, the City Council has the authority to regulate video gaming in a manner not inconsistent with the provision of the Illinois Video Gaming Act; and

WHEREAS, the City Council is updating video gaming licensing requirements to address the transfer of licenses and to address that some licenses are part of a contractual arrangement approved by the City Council.

**NOW, THEREFORE, BE IT ORDAINED** by the Mayor and City Council of the City of Bloomington, McLean County, Illinois, as follows:

**SECTION 1.** The above recitals are incorporated herein by this reference as if specifically stated in full.

**SECTION 2.** That Section 7-1301 in Chapter 7, Article XIII in Chapter 7 shall be amended by adding a new definition as follows:

**§ 7-1301 [Ch. 7, Sec. 120] Definitions.**

**CONTRACTED ESTABLISHMENT LICENSES**

A City Council approved license that results from a development agreement or annexation agreement, already approved by the City Council, subject to the applicant and establishments compliance with and eligibility in accordance with this Article, except the capacity limits of 7-1307, and other applicable law.

**SECTION 3.** That Section 7-1307(A) in Chapter 7, Article XIII shall be amended as follows:

**§ 7-1307 [Ch. 7, Sec. 126] Limitation on number of video gaming licenses in City.**

- A. There shall be no more than 60 establishments licensed to operate video gaming terminals in the City at any given time. Contracted Establishment Licenses shall run separate from/parallel to the number of licenses contained herein and are not subject to the provisions of this section.

**SECTION 4.** That Section 7-1313 in Chapter 7, Article XIII in Chapter 7 shall be amended as follows:

**§ 7-1313 [Ch. 7, Sec. 132] Transfer of video gaming licenses.**

The transfer of video gaming licenses is prohibited except that a video gaming license may be transferred from a current licensee to a proposed licensee if the license is for the same establishment and location. A person desiring to transfer a video gaming license shall be required to complete an application that must be submitted with all required supporting documentation and a formal letter requesting the transfer that is signed by both parties. The individual acquiring the establishment license must meet the requirements of § 7-1303 of this article, including that the new person holds the appropriate video gaming license from the State of Illinois. The license shall be granted by the City Clerk if the new applicant meets the requirements of § 7-1303. The fee for a transfer of a license shall be as set forth in the Schedule of Fees. Nothing herein shall prohibit a change in ownership in a legal entity that may hold a video gaming license so long as the new owner(s) are in compliance with this Article and all other applicable laws.

**SECTION 5.** Except as provided herein, the Bloomington City Code, 1960, as amended shall remain in full force and effect.

**SECTION 6.** In the event that any section, clause, provision, or part of this Ordinance shall be found and determined to be invalid by a court of competent jurisdiction, all valid parts that are severable from the invalid parts shall remain in full force and effect.

**SECTION 7.** The City Clerk is hereby authorized to publish this ordinance in pamphlet form as provided by law.

**SECTION 8.** This Ordinance shall be effective immediately after its approval and publication as required by law.

PASSED this 25th day of October 2021.

APPROVED this \_\_\_\_\_ day of October 2021.

**CITY OF BLOOMINGTON**

**ATTEST**

\_\_\_\_\_  
Mboka Mwilambwe, Mayor

\_\_\_\_\_  
Leslie Smith-Yocum, City Clerk



## REGULAR AGENDA ITEM NO. 9.E

**FOR COUNCIL:** October 25, 2021

**SPONSOR:** Public Works Department

**WARD IMPACTED:** Ward 4, Ward 8

**SUBJECT:** Consideration and action on 1) an Ordinance Amending the Budget Ordinance for the Fiscal Year Ending April 30, 2022, to Increase the Water Fund Budget by \$378,000; Sanitary Sewer Fund Budget by \$186,000; Storm Water Fund Budget by \$186,000, and 2) approval of a Professional Services Agreement with Clark Dietz, Inc., in the amount not to exceed \$750,000, for professional engineering services related to Locust Colton CSO Elimination and Water Main Replacement, Phase 5, as requested by the Public Works Department.

**RECOMMENDED MOTION:**

The proposed Ordinance and Agreement be approved.

**STRATEGIC PLAN LINK:**

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

**STRATEGIC PLAN SIGNIFICANCE:**

- Objective 5b. City decisions consistent with plans and policies
- Objective 5a. Well-planned City with necessary services and infrastructure
- Objective 4d. Improved neighborhood infrastructure
- Objective 2c. Functional, well maintained sewer collection system

**BACKGROUND:** Public Works is recommending the approval of a Professional Services Agreement with Clark Dietz, Inc. The agreement is for professional engineering services related to the Locust Colton Combined Sewer Overflow (CSO) Elimination and Water Main Replacement Phase 5 project. The agreement is in the amount not to exceed \$750,000.

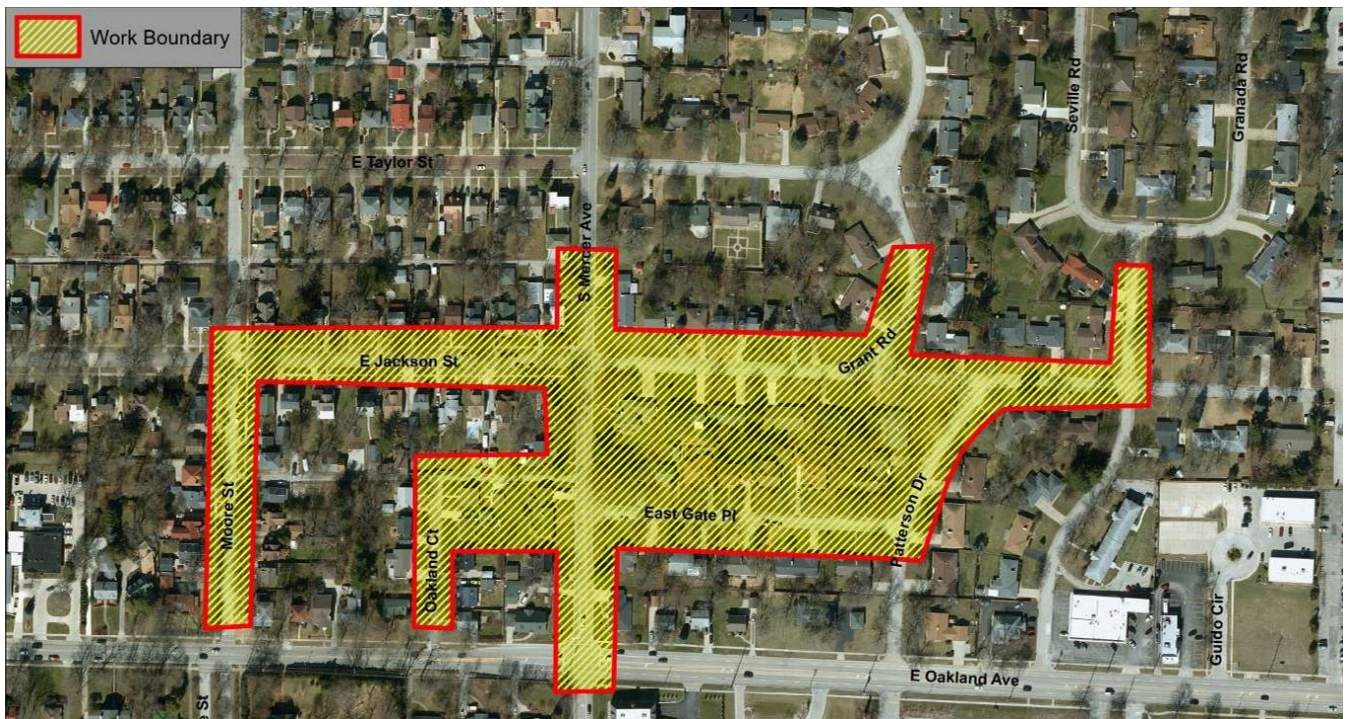
The City sewer system operates Combined Sewer Overflow (CSO) outlets near the intersection of Locust Street and Colton Avenue under a permit from the Illinois Environmental Protection Agency (IEPA). The permit includes a Long-Term Control Plan to eliminate the associated CSO. This agreement will allow the City to continue this work of eliminating the CSO per the terms of the permit. Work performed under this agreement will include field survey data collection, construction plan preparation, and bidding services.

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

approved a contract with Clark Dietz to provide professional engineering services to develop plans to bid work for construction Phases 1, 6, and 7 of the CSO elimination project. Phase 2 design approval was granted to Clark Dietz by Council on April 22, 2013, Phase 3 design approval was granted to Clark Dietz by Council on March 26, 2020, and Phase 4 design approval was granted to Clark Dietz by Council on April 12, 2021.

Staff is recommending continuing to utilize Clark Dietz for the completion of Phase 5 construction plan engineering, based on the previous RFQ process, the recent FY 2019 RFQ (#2019-34) Multi-Year Professional Architectural and Engineering Services process, their experience with this specific project design study, and their experience with Phases 1, 6, 7, 2, 3, and the currently ongoing phase 4 design.

Phase 5 is located through neighborhoods south of Bloomington Country Club (BCC), the limits of which are shown below. The limits shown on the graphic below are subject to change and will depend on the information taken during survey.



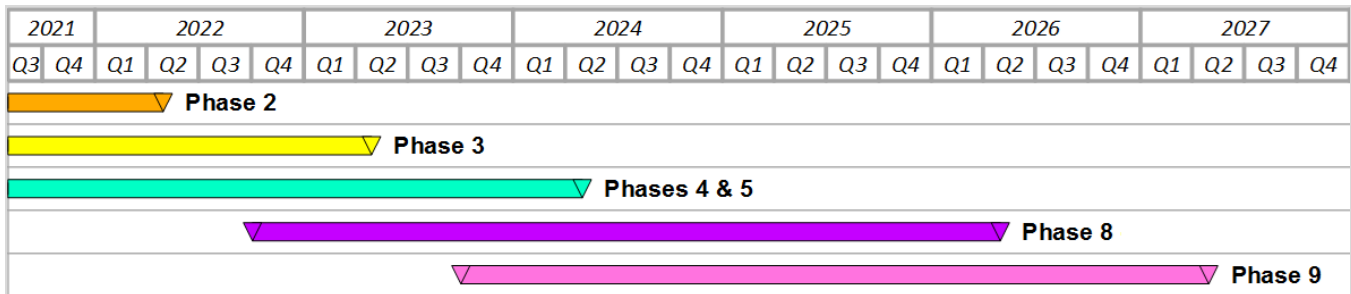
The scope of work for Phase 5 includes building new sanitary sewer to separate the storm and sanitary flow and installing new water main to replace the old mains, which are reaching the end of their useful life. The pavement above the utility trenches will have variable width resurfacing. Intermittent curb and gutter repair and intermittent sidewalk repair will be constructed in areas where the utility trenches disturb existing sidewalk and curb and gutter.

In addition, staff recommends a change in approach for some of the water services to help accelerate the schedule, to better utilize the new water mains being placed as part of the CSO separation, and to eliminate the difficult maintenance associated with the existing rear yard mains. This is included in the proposed agreement. Residences that have their water service located in a rear yard main will be relocated to the new water mains in the public street in front of their house. The new water mains will be placed in the road, as part of the separation, and the existing rear yard water mains will be abandoned. This change in

approach is reflected in the increased engineering costs above the originally-budgeted amount. The proposed costs laid out in the scope are in line with the expected cost, based on the increase in scope due to the new design approach.

To maintain the planned schedule, the City began construction on Phase 2 in May of 2021, and is expected to begin construction of Phase 3 starting in Spring of 2022. Design of Phase 4 started in April of 2021, with the expectation that it would begin construction in spring of 2023. However, City Council has requested the acceleration of the remaining phases beyond the pace that is currently required to meet our operation permit with the IEPA. This will eliminate the Locust Colton CSO quicker.

Therefore, Public Works recommends this agreement to accelerate the proceedings of Phase 5 from 2025 and construct it in tandem with Phase 4 to be completed by 2024. An additional 2 future phases (Phase 8 and Phase 9) will be accelerated, depending on IEPA funding, to complete the CSO elimination project by 2027. The schedule in the City’s IEPA CSO Permit has the CSO eliminated by 2030. The projected, accelerated schedule is shown below.



**COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED:** Due to current social distancing circumstances, affected members of the public will be notified via letters at major stages of design and bidding as construction approaches. These letters will include information regarding the scope of the project, as well as direction to the project update page on the city website located at: [www.cityblm.org/locustcolton](http://www.cityblm.org/locustcolton). Members of the public are invited to contact associated City staff via phone or e-mail for any questions they may have about the project. As the current social distancing circumstances change, public meetings may be held at major stages of the process approaching construction.

**FINANCIAL IMPACT:** If approved, the not to exceed amount of \$750,000 will be utilized from funds received via the American Rescue Plan Act (ARPA).

- The amounts will be paid out of the water, sanitary sewer and storm water funds as follows:
1. Water Transmission & Distribution-Architectural & Engineering Services for Capital (50100120-70051-75000) for \$378,000.
  2. Sanitary Sewer-Architectural & Engineering Services for Capital (51101100-70051-75000) for \$186,000.
  3. Storm Water-Architectural & Engineering Services for Capital (53103100-70051-75000) for \$186,000.

Please see the attached Exhibit for the account details on the budget amendment.

**COMMUNITY DEVELOPMENT IMPACT:** Goal UEW-1. Provide quality public infrastructure within the city to protect public health, safety, and the environment, Objective UEW-1.5

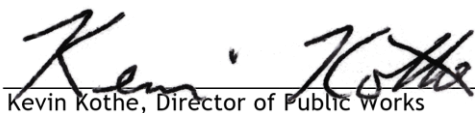


Reliable water supply and distribution system that meets the needs of the current and future residents, Objective UEW-1.7 Reliable and efficient collections systems (sanitary sewer, combined sewer, and storm sewer systems) to protect public health, safety, and the environment; Goal TAQ-1. A safe and efficient network of streets, bicycle- pedestrian facilities and other infrastructure to serve users in any surface transportation mode, Objective TAQ-1.1. Maintenance and development of a continuous network of arterial, collector and local streets that provides for safe and efficient movement of people, goods, and services between existing and proposed residential areas and major activity centers, maximizes walkability, and provides multimodal linkages to the state and interstate highway system.

Respectfully submitted for Council consideration.

Prepared by: Dominic Kallas, Civil Engineer I

Reviewed by:



Kevin Kothe, Director of Public Works

10/11/2021



Chris Tomertin, Budget Manager

10/13/2021



Misty Shafer, Procurement Specialist

10/13/2021



Jeffrey R. Jurgens, Corporation Counsel

10/14/2021



Tara Henry, Legislative Assistant & Records Manager

10/21/2021

**Attachments:**

- PW 2B Ordinance\_Phase 5 Design Locust Colton CSO Project
- PW 2C Ordinance Exhibit\_Phase 5 Design Locust Colton CSO Project
- PW 2D Agreement\_Phase 5 Design Locust Colton CSO Project



**ORDINANCE NO. 2021 - \_\_\_\_**

**AN ORDINANCE AMENDING THE BUDGET ORDINANCE  
FOR THE FISCAL YEAR ENDING APRIL 30, 2022**

WHEREAS, on April 12, 2021, by Ordinance Number 2021-24, the City of Bloomington passed a Budget and Appropriation Ordinance for the Fiscal Year Beginning May 1, 2021, and Ending April 30, 2022, City of Bloomington, which Ordinance was approved by Mayor Tari Renner on April 14th, 2021; and

WHEREAS, a Budget Amendment is needed amending the Fiscal Year 2022 Budget, in the amount of \$750,000, to increase the budget for the professional engineering services related to Locust Colton CSO Elimination and Water Main Replacement, Phase 5, as requested by the Public Works Department.

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

Section One: Ordinance Number 2021-24 (the Budget and Appropriation Ordinance for the Fiscal Year Ending April 30, 2022) is further hereby amended by inserting the following line items and amount presented in the Exhibit and in the appropriate place in said Ordinances.

Section Two: Except as provided for herein, Ordinance Number 2021-24 shall remain in full force and effect, provided, that any budgeted or appropriated amounts which are changed by reason of the amendments made in Section One of this Ordinance shall be amended in Ordinance Number 2021-24.

Section Three: This Ordinance shall be in full force and effect upon its passage and approval and publication as required by law.

PASSED this 25th day of October 2021.

APPROVED this \_\_\_\_ day of October 2021.

**CITY OF BLOOMINGTON**

**ATTEST**

\_\_\_\_\_  
Mboka Mwilambwe, Mayor

\_\_\_\_\_  
Leslie Smith-Yocum, City Clerk

**FY 2022 Budget Amendment-Exhibit**

<b>Account #</b>	<b>Fund</b>	<b>Account Description</b>	<b>Amount</b>	<b>Comments</b>
50100120-53110-75000	Water	Federal Grant	\$ (378,000.00)	American Relief Plan Act Funds
50100120-70051-75000	Water	Architectural & Engineering Services for Capital	\$ 378,000.00	
51101100-53110-75000	Sanitary Sewer	Federal Grant	\$ (186,000.00)	American Relief Plan Act Funds
51101100-70051-75000	Sanitary Sewer	Architectural & Engineering Services for Capital	\$ 186,000.00	
53103100-53110-75000	Storm Water	Federal Grant	\$ (186,000.00)	American Relief Plan Act Funds
53103100-70051-75000	Storm Water	Architectural & Engineering Services for Capital	\$ 186,000.00	
<b>Net Transaction:</b>			\$ -	

**PROFESSIONAL SERVICES AGREEMENT**

**Project Name (“Project”)**

Locust Street CSO Elimination & Water Main Replacement – Phase 5

This Agreement is by and between

**City of Bloomington (“Client”)**

115 East Washington Street

P.O. Box 3157

Bloomington, IL 61702

and

**Clark Dietz, Inc. (“Clark Dietz”)**

125 West Church Street

Champaign, IL 61820

Who agree as follows:

Client hereby engages Clark Dietz to perform the services set forth in PART I – SERVICES BY CLARK DIETZ, and Clark Dietz agrees to perform the Services for the compensation set forth in PART III – COMPENSATION. Clark Dietz shall be authorized to commence the Services upon execution of this Agreement and written or verbal authorization to proceed from Client. Client and Clark Dietz agree that this signature page, together with Parts I – IV and attachments referred to therein, constitute the entire Agreement between them relating to the Project.

**Agreed to by Client**

**By:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Agreed to by Clark Dietz**

**By:** \_\_\_\_\_

**Title:** Executive Vice President

**Date:** October 6, 2021

**PART I**  
**SERVICES BY CLARK DIETZ**

**A. Project Description**

Phase 5 of the Locust Street CSO Elimination & Water Main Replacement includes the design of storm and sanitary sewers within the fifth phase of the Locust/Colton CSO Elimination Study (Clark Dietz, October 2007). The project also includes the design of water mains within the same general area, and temporary easement plats and legal descriptions for the relocation of back yard water services in Phases 4 and 5. The Phase 5 project limits are shown in Exhibit A and include Moore St, between E Oakland Ave and E Jackson St, E Jackson St, between Moore St and Seville Rd, S Mercer Ave, between E Jackson St and E Oakland Ave, Oakland Ct, between the alley and E Oakland Ave, the alley, located between Oakland Ct and S Mercer Ave, Grant Rd, between E Taylor St and E Jackson St, East Gate Pl, between S Mercer Ave and Patterson Dr, and Patterson Dr, between E Jackson St and Eastgate Pl.

**B. Scope**

A detailed project scope is included in Exhibit B. The project scope is summarized below.

1. Design Phase

The project includes field survey services, alignment studies, storm and sanitary sewer design, water main design, utility coordination, and preparation of bid documents. IEPA construction permit applications and limited IDNR/IHPA coordination for obtaining environmental clearances are also included, along with preparation of temporary construction easement documents for up to sixty two parcels.

Clark Dietz will submit preliminary and prefinal plan and proposal documents for Client's review. Clark Dietz will provide one PDF copy and one paper copy of the final bid documents to Client for use in plan distribution. Clark Dietz will not provide electronic CADD files of the drawings to Client.

2. Bidding Phase

Clark Dietz will attend the prebid meeting, assist Client with questions from potential bidders, issue clarifications or addenda as required, and attend the bid opening. Advertisement for bids and electronic plan distribution will be performed by Client. Clark Dietz will provide one PDF copy and one paper copy of the final bid documents to Client for use in plan distribution. Clark Dietz will not provide PDF or paper copies of the final bid documents to potential bidders.

3. Construction Phase

Construction services including meetings, site observation, shop drawing review, office support, documentation, record drawings, project closeout, and other related construction services are not included as part of this agreement.

**C. Schedule**

The project schedule assumes that authorization to proceed will be received from Client in October 2021. Advertisement for bids is anticipated in October/November 2022, with a bid opening anticipated in November 2022. Completion of the Services is anticipated in March 2023.

**D. Assumptions/Conditions**

This Agreement is subject to the following assumptions/conditions:

1. This Agreement and any legal actions concerning its validity, interpretation, and performance shall be governed by the laws of the State of Illinois.
2. Local permits for this project (street cuts, utility relocations, etc.) will be obtained by Client with information provided by Clark Dietz. All permit fees will be paid by Client.
3. State permits for this project will be obtained by Client with information provided by Clark Dietz. All permit fees will be paid by Client.
4. This Agreement does not include obtaining or processing Federal permits.
5. This Agreement does not include negotiation/acquisition services for right-of-way or temporary construction easements. Clark Dietz will prepare the documents used for negotiation/acquisition, and be available to answer questions that may arise as part of the negotiation/acquisition.
6. This Agreement does not include the preparation of assessment roles or schedules.
7. This Agreement includes obtaining environmental clearances from IDNR (through EcoCAT) and IHPA (through SHPO review). This Agreement does not include biological, wetland, cultural, historic, or archeological remediation activities.
8. This Agreement does not include special waste assessment investigations, Preliminary Environmental Site Assessments, Preliminary Site Investigations, or remediation activities.
9. This Agreement does not include typical section studies.
10. This Agreement does not include geotechnical investigations or pavement design studies.
11. This Agreement does not include traffic data collection or traffic forecasting.
12. This Agreement does not include roadway lighting design.
13. This Agreement does not include utility potholing.
14. This Agreement does not include sewer televising.
15. This Agreement does not include construction support services.

The list above is not all-inclusive. Additional assumptions are included in the detailed project scope.

## **E. Contract Requirements**

### **1. Audit and Access to Records**

- a. Books, records, documents and other evidence under this Agreement shall be maintained in accordance with generally accepted accounting principles. Client's authorized personnel shall have access to the books, records, documents and other evidence for the purpose of inspection, audit and copying. Facilities shall be provided for access and inspection.
- b. Audits conducted pursuant to this provision shall be in accordance with auditing standards generally accepted in the United States of America.
- c. All information and reports resulting from access to records pursuant to paragraph "a" above shall be disclosed to Client's authorized personnel. The auditing agency shall afford Clark Dietz an opportunity for an audit exit conference and an opportunity to comment on the pertinent portions of the draft audit report.
- d. The final audit report shall include the written comments, if any, of the audited parties.
- e. Records shall be maintained and made available during performance of project services under this Agreement and for three years after the final project closing.
- f. Clark Dietz will not pay audit fees or expenses.

### **2. Covenant Against Contingent Fees**

- a. Clark Dietz warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees. For breach or violation of this warranty, Client shall have the right to annul this Agreement without liability or in its discretion to deduct from the contract price or consideration or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

### **3. Certification Regarding Debarment, Suspension and Other Responsibility Matters**

- a. Clark Dietz certifies to the best of its knowledge and belief that it and its principals: (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency; (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; (c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.



b. Clark Dietz understands that a false statement on this certification may be grounds for rejection of this proposal or termination of the award. In addition, under 18 USC Sec. 1001, a false statement may result in fine of up to \$10,000 or imprisonment for up to 5 years, or both.

4. Scope of Work

a. The project scope is summarized in PART I - SERVICES BY CLARK DIETZ. A detailed project scope is included in Exhibit B.

5. Completion Date

a. The project schedule is summarized in PART I - SERVICES BY CLARK DIETZ.

6. Payment Method and Amount

a. Payment terms are summarized in PART III - COMPENSATION.

**PART II**  
**CLIENT'S RESPONSIBILITIES**

Client shall, at its expense, do the following in a timely manner so as not to delay the Services:

**A. Information/Reports**

Provide Clark Dietz with GIS files, record drawings, reports, studies, site characterizations, regulatory decisions, and similar information relating to the Services that Clark Dietz may rely upon without independent verification unless specifically identified as requiring such verification.

**B. Representative**

Designate a representative for the project who shall have the authority to transmit instructions, receive information, interpret and define Client's requirements, and make decisions with respect to the Services.

**C. Decisions**

Provide all criteria and full information as to Client's requirements for the Services and make timely decisions on matters relating to the Services.

**D. Other**

- Provide any available construction plans for utilities, streets, subdivisions, and drainage facilities that may be pertinent to the project, including available GIS data.
- Provide aerial files stored as TIFF images from a GIS application and the associated TFW files.
- Provide applicable design criteria for the project.
- Provide existing and proposed typical section information.
- Provide pavement design information.
- Provide videos for televised sewers within the project limits.
- Perform advertisement for bids and electronic distribution of bid documents.
- Perform coordination with bidders.
- Perform advertisement and distribution of notice for public information meeting.
- Obtain meeting facility for public information meeting.
- The fee for title letters will be billed directly to Client

## **PART III COMPENSATION**

### **A. Compensation**

1. Compensation to Clark Dietz for services rendered by employees working on the Project in accordance with PART I - SERVICES BY CLARK DIETZ will be at the hourly billing rates shown in the attached "Schedule of General Billing Rates". The total compensation authorized by this Agreement will not exceed \$750,000 and shall include the following:
  - a. Payment for outside consulting and/or professional services performed by a subconsultant will be at actual invoice cost to Clark Dietz. Clark Dietz will obtain written or verbal City approval before authorizing these services.
  - b. Payment for expenses incurred directly on behalf of the Project at actual cost to Clark Dietz. Direct project expenses will be as defined in the attached "Schedule of Project Related Expenses".

### **B. Billing and Payment**

1. Timing/Format
  - a. Invoices shall be submitted monthly for Services completed at the time of billing. Invoices shall be considered past due if not paid within 45 calendar days of the date of the invoice. Such invoices shall be prepared in a form supported by documentation required by Client.
  - b. If payment in full is not received by Clark Dietz within 45 calendar days of the date of invoice, invoices shall bear interest at one-and-one-half (1.5) percent of the past due amount per month, which shall be calculated from the date of the invoice.
  - c. If Client fails to make payments within 45 calendar days of the date of invoice or otherwise is in breach of this Agreement, Clark Dietz may suspend performance of Services upon seven (7) calendar days' notice to Client. Clark Dietz shall have no liability to Client for any costs or damages as a result of suspension caused by any breach of this Agreement by Client. Upon payment in full by Client, Clark Dietz shall resume Services under this Agreement, and the time schedule and compensation shall be equitably adjusted to compensate for the period of suspension plus any other reasonable time and expense necessary for Clark Dietz to resume performance.
2. Billing Records
  - a. Clark Dietz shall maintain accounting records of its costs in accordance with generally accepted accounting practices. Access to such records will be provided during normal business hours with reasonable notice during the term of this Agreement and for three (3) years after completion.

**C. Schedule of General Billing Rates**

January 1, 2021

<u>TITLE</u>	<u>HOURLY RATE</u>
Principal	\$240.00
Engineer 8	225.00
Engineer 7	215.00
Engineer 6	195.00
Engineer 5	175.00
Engineer 4	155.00
Engineer 3	140.00
Engineer 2	125.00
Engineer 1	115.00
Technician 5	150.00
Technician 4	140.00
Technician 3	120.00
Technician 2	100.00
Technician 1	90.00
Clerical	90.00

Notes:

The rates in this schedule will be reviewed and adjusted as necessary but not sooner than six months after the date listed above. Rates include actual salaries or wages paid to employees of Clark Dietz plus payroll taxes, FICA, Worker's Compensation insurance, other customary and mandatory benefits, and overhead and profit. All project related expenses and subconsultants will be billed at 110% of actual cost to cover handling and administrative expenses.

**D. Schedule of Project Related Expenses**

January 1, 2021

Vehicles

Autos	\$65.00/day or \$0.56/mile (per agreement)
Field Vehicles	\$65.00/day or \$0.56/mile (per agreement)
Survey Van	\$80.00/day or \$0.75/mile (per agreement)

Robotic Survey Equipment \$20.00/hour

GPS Survey Equipment \$30.00/hour

Nuclear Soils Compaction Gauge \$50.00/day

CADD Usage \$20.00/hour

Drone Usage \$35.00/hour

Regular Format Copies\* (8.5"x11" or 11"x17") \$0.10/copy

Color Copies\* (8.5"x11") \$0.50/copy

Color Copies\* (11"x17") \$1.50/copy

Large Format Plotting and/or Copying\*  
(12"x18") \$0.50/sheet

(22"x34" or 24"x36") \$1.75/sheet

(30"x42") \$2.50/sheet

(36"x48") \$3.00/sheet

Large Format Scanning\*  
(12"x18") \$0.30/sheet

(22"x34" or 24"x36") \$1.00/sheet

(30"x42") \$1.50/sheet

(36"x48") \$2.00/sheet

Hotels & Motels

Meals

Federal Express & UPS

Public Transportation

Film and Development

Supplies

All items at Cost

Notes:

The rates in this schedule are subject to review and will be adjusted as necessary, but not sooner than six months after the date listed above. Certain rates listed with \* are for in-house production. Larger quantities will be sent to an outside vendor. All project related expenses and subconsultants will be billed at 110% of actual costs to cover handling and administrative expenses.

## PART IV STANDARD TERMS AND CONDITIONS

1. **STANDARD OF CARE.** Services shall be performed in accordance with the standard of professional practice ordinarily exercised by the applicable profession at the time and within the locality where the services are performed. No warranty or guarantee, express or implied is provided, including warranties or guarantees contained in any uniform commercial code.
2. **CHANGE OF SCOPE.** The Scope of Services set forth in this Agreement is based on facts known at the time of execution of this Agreement, including, if applicable, information supplied by Clark Dietz and Client. Clark Dietz will promptly notify Client of any perceived changes of scope in writing and the parties shall negotiate modifications to this Agreement.
3. **DELAYS.** If events beyond the control of Clark Dietz, including, but not limited to, fire, flood, explosion, riot, strike, war, process shutdown, act of God or the public enemy, and act or regulation of any government agency, result in delay to any schedule established in this Agreement, such schedule shall be extended for a period equal to the delay. In the event such delay increases the cost or time required for Clark Dietz to perform its services, Clark Dietz shall be entitled to an equitable adjustment in compensation and extension of time.
4. **TERMINATION/SUSPENSION.** Either party may terminate this Agreement upon 30 days written notice to the other party in the event of substantial failure by the other party to perform in accordance with its obligations under this Agreement through no fault of the terminating party. Client shall pay Clark Dietz for all Services, including profit relating thereto, rendered prior to termination, plus any expenses of termination.
5. **REUSE OF INSTRUMENTS OF SERVICE.** All reports, drawings, specifications, computer data, field data notes and other documents prepared by Clark Dietz as instruments of service shall remain the property of Clark Dietz. Clark Dietz shall retain all common law, statutory and other reserved rights, including the copyright thereto. Reuse of any instruments of service including electronic media, for any purpose other than that for which such documents or deliverables were originally prepared, or alteration of such documents or deliverables without written authorization or adaptation by Clark Dietz for the specific purpose intended, shall be at Client's sole risk.
6. **ELECTRONIC MEDIA.** In accepting and utilizing any drawings, reports and data on any form of electronic media generated and furnished by Clark Dietz, the Client agrees that all such electronic files are instruments of service of Clark Dietz, who shall be deemed the author, and shall retain all common law, statutory law and other rights, without limitation, including copyrights.  
  
The Client agrees not to reuse these electronic files, in whole or in part, for any purpose other than for the Project. The Client agrees not to transfer these electronic files to others without the prior written consent of Clark Dietz. The Client further agrees that Clark Dietz shall have no responsibility or liability to Client or others for any changes made by anyone other than Clark Dietz or for any reuse of the electronic files without the prior written consent of Clark Dietz.  
  
Any changes to the electronic specifications by either the Client or Clark Dietz are subject to review and acceptance by the other party. If Clark Dietz is required to expend additional effort to incorporate changes to the electronic file specifications made by the Client, these efforts shall be compensated for as Additional Services.  
  
In addition, the Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless Clark Dietz, its officers, directors, employees and subconsultants (collectively, Clark Dietz) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising from any changes made by anyone other than Clark Dietz or from any use or reuse of the electronic files without the prior written consent of Clark Dietz.  
  
The Client is aware that differences may exist between the electronic files delivered and the printed hard-copy construction documents. In the event of a conflict between the signed construction documents prepared by Clark Dietz and electronic files, the signed or sealed hard-copy construction documents shall govern.
7. **OPINIONS OF CONSTRUCTION COST.** Any opinion of construction costs prepared by Clark Dietz is supplied for the general guidance of the Client only. Since Clark Dietz has no control over competitive bidding or market conditions, Clark Dietz cannot guarantee the accuracy of such opinions as compared to contract bids or actual costs to Client.
8. **SAFETY.** Clark Dietz specifically disclaims any authority or responsibility for general job site safety and safety of persons other than Clark Dietz employees.
9. **RELATIONSHIP WITH CONTRACTORS.** Clark Dietz shall serve as Client's professional representative for the services and may make recommendations to Client concerning actions relating to Client's contractors. Clark Dietz specifically disclaims any authority to direct or supervise the means, methods, techniques, sequences or procedures of construction selected by Client's contractors.
10. **THIRD PARTY CLAIMS.** Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Client or Clark Dietz. Clark Dietz's services under this Agreement are being performed solely for the Client's benefit, and no other party or entity shall have any claim against Clark Dietz because of this Agreement or the performance or nonperformance of services hereunder. The Client and Clark Dietz agree to require a similar provision in all contracts with contractors, subcontractors, subconsultants, vendors and other entities involved in this Project to carry out the intent of this provision.



11. **MODIFICATION.** This Agreement, upon execution by both parties hereto, can be modified only by a written instrument signed by both parties.
12. **PROPRIETARY INFORMATION.** Information relating to the Project, unless in the public domain, shall be kept confidential by Clark Dietz and shall not be made available to third parties without written consent of Client, unless so required by court order.
13. **INSURANCE.** Clark Dietz will maintain insurance coverage for Professional, Comprehensive General, Automobile, Worker's Compensation and Employer's Liability in amounts in accordance with legal, and Clark Dietz business requirements. Certificates evidencing such coverage will be provided to Client upon request. For projects involving construction, Client agrees to require its construction contractor, if any, to include Clark Dietz as an additional insured on its commercial general liability policy relating to the Project, and such coverages shall be primary.
14. **INDEMNITIES.** Clark Dietz agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Client, its officers, directors and employees against all damages, liabilities or costs, to the extent caused by Clark Dietz' negligent performance of professional services under this Agreement and that of its subconsultants or anyone for whom Clark Dietz is legally liable.
- The Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless Clark Dietz, its officers, directors, employees and subconsultants against all damages, liabilities or costs, to the extent caused by the Client's negligent acts in connection with the Project and that of its contractors, subcontractors or consultants or anyone for whom the Client is legally liable.
- Neither the Client nor Clark Dietz shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence.
15. **LIMITATIONS OF LIABILITY.** In recognition of the relative risks and benefits of the Project to both the Client and Clark Dietz, the risks have been allocated such that the Client agrees, to the fullest extent permitted by law, to limit the liability of Clark Dietz and their officers, directors, partners, employees, shareholders, owners and subconsultants for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including attorneys' fees and costs and expert-witness fees and costs, so that the total aggregate liability of Clark Dietz and their officers, directors, partners, employees, shareholders, owners and subconsultants shall not exceed Clark Dietz's total fee for services rendered on this Project, or \$2,000,000, whichever is greater. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.
16. **CONSEQUENTIAL DAMAGES.** Notwithstanding any other provision of this agreement, and to the fullest extent permitted by law, neither the Client nor Clark Dietz, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected in any way to the Project or to this Agreement. This mutual waiver of consequential damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation and any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict or implied warranty. Both the Client and Clark Dietz shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in this project.
17. **ACCESS.** Client shall provide Clark Dietz safe access to the project site necessary for the performance of the services.
18. **ASSIGNMENT.** The rights and obligations of this Agreement cannot be assigned by either party without written permission of the other party. This Agreement shall be binding upon and insure to the benefit of any permitted assigns.
19. **HAZARDOUS MATERIALS.** Clark Dietz and Clark Dietz' consultants shall have no responsibility for discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials in any form at the project site, including but not limited to asbestos, asbestos products, polychlorinated biphenyl (PCB) or other toxic substances. If required by law, the client shall accomplish all necessary inspections and testing to determine the type and extent, if any, of hazardous materials at the project site. Prior to the start of services, or at the earliest time such information is learned, it shall be the duty of the Client to advise Clark Dietz (in writing) of any known or suspected hazardous materials. Removal and proper disposal of all hazardous materials shall be the responsibility of the Client.
20. **REMODELING AND RENOVATION.** For Clark Dietz' services provided to assist the Client in making changes to an existing facility, the Client shall furnish documentation and information upon which Clark Dietz may rely for its accuracy and completeness. Unless specifically authorized or confirmed in writing by the Client, Clark Dietz shall not be required to perform or have others perform destructive testing or to investigate concealed or unknown conditions. The Client shall indemnify and hold harmless Clark Dietz, Clark Dietz' consultants, and their employees from and against claims, damages, losses and expenses which arise as a result of documentation and information furnished by the Client.
21. **CLIENT'S CONSULTANTS.** Contracts between the Client and other consultants retained by Client for the Project shall require the consultants to coordinate their drawings and other instruments of service with those of Clark Dietz and to advise Clark Dietz of any potential conflict. Clark Dietz shall have no responsibility for the components of the project designed by the Client's consultants. The Client shall indemnify and hold harmless Clark Dietz, Clark Dietz' consultants and their employees from and against claims, damages, losses and expenses arising out of services performed for this project by other consultants of the Client.
22. **NO WAIVER.** No waiver by either party of any default by the other party in the performance of any particular section of this Agreement shall invalidate another section of this Agreement or operate as a waiver of any future default, whether like or different in character.

23. SEVERABILITY. The various terms, provisions and covenants herein contained shall be deemed to be separate and severable, and the invalidity or unenforceability of any of them shall not affect or impair the validity or enforceability of the remainder.

24. STATUTE OF LIMITATION. To the fullest extent permitted by law, parties agree that, except for claims for indemnification, the time period for bringing claims under this Agreement shall expire one year after Project Completion.

25. DISPUTE RESOLUTION. In the event of a dispute arising out of or relating to this Agreement or the services to be rendered hereunder, Clark Dietz and the Client agree to attempt to resolve such disputes in the following manner: First, the parties agree to attempt to resolve such disputes through direct negotiations between the appropriate representatives of each party. Second, if such negotiations are not fully successful, the parties agree to attempt to resolve any remaining dispute by formal nonbinding mediation conducted in accordance with rules and procedures to be agreed upon by the parties.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
09/27/2021

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

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

<b>PRODUCER</b> Holmes Murphy and Associates - Peoria 311 S.W. Water Street Suite 211 Peoria, IL 61602-4108 1-800-527-9049	<b>CONTACT NAME:</b> Linda Bomarito / Rachel Stein <b>PHONE (A/C. No. Ext):</b> 309-282-3903 <b>E-MAIL ADDRESS:</b> lbomarito@holmesmurphy.com <b>FAX (A/C. No):</b> 866-501-3945														
<b>INSURED</b> Clark Dietz, Inc. 125 West Church Street Champaign, IL 61820	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: TWIN CITY FIRE INS CO CO</td> <td>██████</td> </tr> <tr> <td>INSURER B: HARTFORD ACCIDENT &amp; IND CO</td> <td>██████</td> </tr> <tr> <td>INSURER C: SENTINEL INS CO LTD</td> <td>██████</td> </tr> <tr> <td>INSURER D: XL SPECIALTY INS CO</td> <td>██████</td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: TWIN CITY FIRE INS CO CO	██████	INSURER B: HARTFORD ACCIDENT & IND CO	██████	INSURER C: SENTINEL INS CO LTD	██████	INSURER D: XL SPECIALTY INS CO	██████	INSURER E:		INSURER F:	
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INSURER E:															
INSURER F:															

**COVERAGES**

CERTIFICATE NUMBER: 63333896

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:			██████████	11/01/20	11/01/21	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 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	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			██████████	11/01/20	11/01/21	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			██████████	11/01/20	11/01/21	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
C	<input checked="" type="checkbox"/> 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 <input checked="" type="checkbox"/> N/A			██████████	11/01/20	11/01/21	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> 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
D	<input checked="" type="checkbox"/> Professional Liability <input checked="" type="checkbox"/> Claims Made			██████████	11/01/20	11/01/21	Each Claim 5,000,000 Aggregate 5,000,000

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

Project: Locust Street CSO Elimination and Water Main Replacement Phase 5

**CERTIFICATE HOLDER**

City of Bloomington

115 E. Washington Street  
P.O. Box 3157  
Bloomington, IL 61702-3157

USA

**CANCELLATION**

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

AUTHORIZED REPRESENTATIVE

*Rachel Stein*

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ACORD 25 (2016/03)


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ar064004  
63333896

EXHIBIT A  
PROJECT LIMITS





 Work Boundary

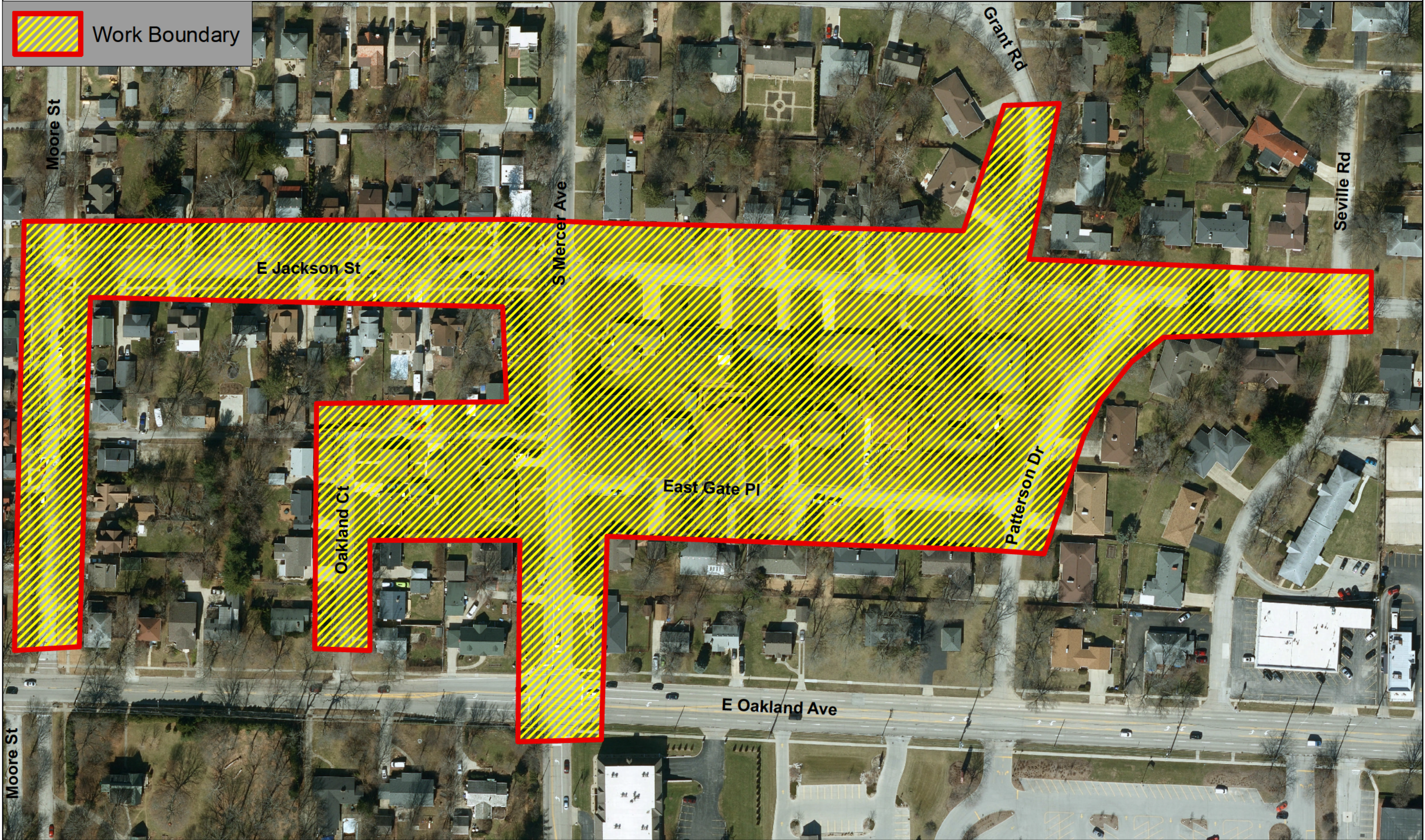




EXHIBIT B  
PROJECT SCOPE



**Combined Summary of Services**

Project Element	LABOR HOURS	SALARY	EXPENSES	OUTSIDE SERVICES	TOTAL	PERCENT OF TOTAL
<b>CSO ELIMINATION</b>						
Part 1 Field Survey Services	224	\$32,130.00	\$2,060.00	\$0 00	\$34,190.00	4.56%
Part 2 Final Design and Construction Contract Documents	2014	\$312,440.00	\$15,460.00	\$0 00	\$327,900.00	43.72%
Part 3 Land Acquisition Documents	58	\$9,275.00	\$635.00	\$0 00	\$9,910.00	1.32%
Part 4 Construction Support Services	0	\$0.00	\$0.00	\$0 00	\$0.00	0.00%
<b>CSO ELIMINATION TOTAL</b>	<b>2296</b>	<b>\$353,845.00</b>	<b>\$18,155.00</b>	<b>\$0.00</b>	<b>\$372,000.00</b>	<b>49.60%</b>
<b>WATER MAIN REPLACEMENT</b>						
Part 1 Field Survey Services	424	\$60,410.00	\$3,000.00	\$0 00	\$63,410.00	8.45%
Part 2 Final Design and Construction Contract Documents	1666	\$259,050.00	\$12,450.00	\$0 00	\$271,500.00	36.20%
Part 3 Land Acquisition Documents	258	\$39,865.00	\$3,225.00	\$0 00	\$43,090.00	5.75%
Part 4 Construction Support Services	0	\$0.00	\$0.00	\$0 00	\$0.00	0.00%
<b>WATER MAIN REPLACEMENT TOTAL</b>	<b>2348</b>	<b>\$359,325.00</b>	<b>\$18,675.00</b>	<b>\$0.00</b>	<b>\$378,000.00</b>	<b>50.40%</b>
<b>CSO ELIMINATION AND WATER MAIN REPLACEMENT</b>						
Part 1 Field Survey Services	648	\$92,540.00	\$5,060.00	\$0 00	\$97,600.00	13.01%
Part 2 Final Design and Construction Contract Documents	3680	\$571,490.00	\$27,910.00	\$0 00	\$599,400.00	79.92%
Part 3 Land Acquisition Documents	316	\$49,140.00	\$3,860.00	\$0 00	\$53,000.00	7.07%
Part 4 Construction Support Services	0	\$0.00	\$0.00	\$0 00	\$0.00	0.00%
<b>GRAND TOTAL</b>	<b>4644</b>	<b>\$713,170.00</b>	<b>\$36,830.00</b>	<b>\$0.00</b>	<b>\$750,000.00</b>	<b>100.00%</b>

Proposal Assumptions

- a. The Phase 5 improvements are based on the February 2019 Facility Plans, except that the removal of back yard water services is included.
- b. The Phase 5 project limits will not be expanded to include Patterson Drive south of Eastgate Place or Seville Road.
- c. Phases 4 and 5 will be designed, bid, and constructed as a single project.
- d. Sewer televising services are not included. The City will provide videos for televised sewers within the project limits.
- e. Sanitary sewer services will not be located or marked on site. Field survey for sanitary sewer service locations and depths is not included.
- f. Sewer lining will be performed under the City's sewer lining contract. Sewer lining is not included in this project.
- g. Sanitary sewer replacement that could be required for future sanitary sewer improvements is not included.
- h. The removal of back yard sanitary sewer services is not included.
- i. Overhead sanitary sewers recommended in the original Locust/Colton CSO Elimination Study are not included.
- j. Existing and proposed typical section elements, including pavement cores and proposed pavement sections, will be provided by the City.
- k. Geotechnical studies and pavement designs are not included.
- l. Roadway lighting design is not included.
- m. Environmental services for a special waste screening, Preliminary Environmental Site Assessment (PESA), and Preliminary Site Investigation (PSI) are not included.
- n. Construction support services are not included.
- o. The budgetary construction cost estimate for Phases 4 and 5 is approximately \$8 million.

**Summary of Services**

Project Element	LABOR HOURS	SALARY	EXPENSES	OUTSIDE SERVICES	TOTAL	PERCENT OF TOTAL
Part 1 Field Survey Services	224	\$32,130.00	\$2,060.00	\$0.00	\$34,190.00	9.19%
Part 2 Final Design and Construction Contract Documents	2014	\$312,440.00	\$15,460.00	\$0.00	\$327,900.00	88.15%
Part 3 Land Acquisition Documents	58	\$9,275.00	\$635.00	\$0.00	\$9,910.00	2.66%
Part 4 Construction Support Services	0	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
<b>GRAND TOTAL</b>	<b>2296</b>	<b>\$353,845.00</b>	<b>\$18,155.00</b>	<b>\$0.00</b>	<b>\$372,000.00</b>	<b>100.00%</b>

Proposal Assumptions

- a. The Phase 5 improvements are based on the February 2019 Facility Plans, except that the removal of back yard water services is included.
- b. The Phase 5 project limits will not be expanded to include Patterson Drive south of Eastgate Place or Seville Road.
- c. Phases 4 and 5 will be designed, bid, and constructed as a single project.
- d. Sewer televising services are not included. The City will provide videos for televised sewers within the project limits.
- e. Sanitary sewer services will not be located or marked on site. Field survey for sanitary sewer service locations and depths is not included.
- f. Sewer lining will be performed under the City's sewer lining contract. Sewer lining is not included in this project.
- g. Sanitary sewer replacement that could be required for future sanitary sewer improvements is not included.
- h. The removal of back yard sanitary sewer services is not included.
- i. Overhead sanitary sewers recommended in the original Locust/Colton CSO Elimination Study are not included.
- j. Existing and proposed typical section elements, including pavement cores and proposed pavement sections, will be provided by the City.
- k. Geotechnical studies and pavement designs are not included.
- l. Roadway lighting design is not included.
- m. Environmental services for a special waste screening, Preliminary Environmental Site Assessment (PESA), and Preliminary Site Investigation (PSI) are not included.
- n. Construction support services are not included.
- o. The budgetary construction cost estimate for Phases 4 and 5 is approximately \$8 million.

**Part 1 Field Survey Services**

Project Element	LABOR HOURS	SALARY	EXPENSES	OUTSIDE SERVICES	TOTAL	PERCENT OF TOTAL
A. FIELD SURVEYS (SURV)	224	\$32,130.00	\$2,060.00	\$0.00	\$34,190.00	100.00%
TOTALS	224	\$32,130.00	\$2,060.00	\$0.00	\$34,190.00	100.00%

**Part 1 Field Survey Services**

Project Element	Project Director \$195.00	Project Manager \$175.00	Water/Sewer Engineer \$175.00	Design Engineer \$140.00	PLS Engineer \$175.00	Design Technician \$140.00	Survey Technician \$140.00	Clerical \$90.00	Total Hours	Total Salary
<b>A. FIELD SURVEYS (SURV)</b>										
1. Coordinate field survey.		2			1		3		6	\$945.00
2. Property pin search throughout corridors.							12		12	\$1,680.00
3. Vertical Control (set 8 TBM's).					1		1		2	\$315.00
4. Set survey control points (assume 30).					1		11		12	\$1,715.00
5. Run level circuit through survey control and TBM's.					1		9		10	\$1,435.00
6. Set/Pickup soil borings & pavement core locations for soils & pavement study.									0	\$0.00
7. Pick up survey of utility facilities after locates for borings & cores are done.									0	\$0.00
8. Topography & Cross Sections Moore St from Oakland to Alley and Intersections (350' Cross Sections at 50' o.c.).					1		5		6	\$875.00
9. Topography & Cross Sections Oakland Ct from Oakland thru Alley and Intersections (600' Cross Sections at 50' o.c.).					1		7		8	\$1,155.00
10. Topography & Cross Sections Mercer St from Castle to Jackson and Intersections (1050' Cross Sections at 50' o.c.).					1		15		16	\$2,275.00
11. Topography & Cross Sections Oakland Ave from Mercer to Patterson and Intersections (600' Cross Sections at 50' o.c.).					1		8		9	\$1,295.00
12. Topography & Cross Sections Oakland Ave from Patterson to Seville and Intersections (250' Cross Sections at 50' o.c.).									0	\$0.00
13. Topography & Cross Sections Eastgate Pl from Mercer to Patterson (600' Cross Sections at 50' o.c.).					1		7		8	\$1,155.00
14. Topography & Cross Sections Patterson Dr from Oakland to Eastgate (250' Cross Sections at 50' o.c.).									0	\$0.00
15. Topography & Cross Sections Patterson Dr from Eastgate to Jackson (350' Cross Sections at 50' o.c.).					1		5		6	\$875.00
16. Topography & Cross Sections Seville Rd from Oakland to Jackson (600' Cross Sections at 50' o.c.).									0	\$0.00
17. Topography & Cross Sections Jackson St from Mercer to Seville and Intersections (1150' Cross Sections at 50' o.c.).					1		17		18	\$2,555.00
18. Survey remaining Phase 4 parcel features and water locates for water service relocations (Assume 10 homes and yards).									0	\$0.00
19. Survey parcel features and water locates for water service relocations, between Oakland Ct and Mercer (Assume 8 homes and yards).									0	\$0.00
20. Survey parcel features and water locates for water service relocations, between Mercer and Patterson (Assume 23 homes and yards).									0	\$0.00
21. Survey parcel features and water locates for water service relocations, between Patterson and Seville (Assume 10 homes and yards).									0	\$0.00
22. Survey additional front yard parcel features in Phases 4 and 5.									0	\$0.00
23. Structure inspections (structure cuts and details, assume 65).							48		48	\$6,720.00
24. Coordinate with City staff and homeowners for parcel access outside of ROW.									0	\$0.00
25. Download field data to office data files, edit graphics, and create TIN model.						28			28	\$3,920.00
26. Configure existing ROW and property lines.					9		4		13	\$2,135.00
27. Site visit to take photos. Prepare photo catalog.							6		6	\$840.00
28. Field data collection of sewer service and connection locations.									0	\$0.00
29. Stake & tie proposed centerline control points (assume 20).							16		16	\$2,240.00
<b>Total Hours Section A.</b>	<b>0</b>	<b>2</b>	<b>0</b>	<b>0</b>	<b>20</b>	<b>28</b>	<b>174</b>	<b>0</b>	<b>224</b>	
<b>Total Salaries Section A.</b>	<b>\$0.00</b>	<b>\$350.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$3,500.00</b>	<b>\$3,920.00</b>	<b>\$24,360.00</b>	<b>\$0.00</b>		<b>\$32,130.00</b>
<b>Average Salary Section A.</b>										<b>\$143.44</b>

Note:

- A. The work effort assumes a two-person survey crew.
- A6. Geotechnical information to be provided by the City.
- A7. Soil borings and pavement cores are not included. Geotechnical information to be provided by the City.
- A12. The Phase 5 project limits will not be expanded to include Patterson Drive south of Eastgate Place or Seville Road.
- A14. The Phase 5 project limits will not be expanded to include Patterson Drive south of Eastgate Place.
- A16. The Phase 5 project limits will not be expanded to include Seville Road.
- A19. Assumes no back yard water services at this location.
- A21. Assumes no back yard water services at this location.
- A22. The original parcel survey efforts focused on side yard and back yard topo features based on the original plan for water service replacements.
- A28. Sewer services will not be located or marked on site.

**Part 1 Field Survey Services**

Project Element	Mileage	Reproduction	Telephone	Postage	Survey	CADD	GPS	Totals
A. FIELD SURVEYS (SURV)	\$930.00	\$75.00	\$75.00	\$0.00	\$295.00	\$560.00	\$125.00	\$2,060.00
<b>TOTALS</b>	<b>\$930.00</b>	<b>\$75.00</b>	<b>\$75.00</b>	<b>\$0.00</b>	<b>\$295.00</b>	<b>\$560.00</b>	<b>\$125.00</b>	<b>\$2,060.00</b>

**Part 2 Final Design and Construction Contract Documents**

Project Element	LABOR HOURS	SALARY	EXPENSES	OUTSIDE SERVICES	TOTAL	PERCENT OF TOTAL
A. PROJECT BASE SHEETS (PLOT)	54	\$7,560.00	\$1,100.00	\$0.00	\$8,660.00	2.64%
B. DESIGN STUDIES (ALGN)	210	\$32,970.00	\$530.00	\$0.00	\$33,500.00	10.22%
C. DRAINAGE DESIGN (DRNG)	128	\$22,120.00	\$40.00	\$0.00	\$22,160.00	6.76%
D. PAVEMENT DESIGN (PVMT)	0	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
E. ROADWAY LIGHTING DESIGN (RWL)	0	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
F. SEWER TELEVISIONING REVIEW (SWR)	8	\$1,400.00	\$0.00	\$0.00 (1)	\$1,400.00	0.43%
G. UTILITY ANALYSIS (UTIL)	80	\$12,355.00	\$620.00	\$0.00	\$12,975.00	3.96%
H. PLANS (PLAN)	1110	\$166,770.00	\$10,455.00	\$0.00	\$177,225.00	54.05%
I. ESTIMATES (EST)	156	\$23,390.00	\$1,275.00	\$0.00	\$24,665.00	7.52%
J. SPECIAL PROVISIONS/PROPOSAL BOOKLET (SPEC)	60	\$9,985.00	\$125.00	\$0.00	\$10,110.00	3.08%
K. BIDDING ASSISTANCE (BID)	14	\$2,450.00	\$100.00	\$0.00	\$2,550.00	0.78%
L. PROJECT COORDINATION & MANAGEMENT (ADMN)	88	\$15,460.00	\$405.00	\$0.00	\$15,865.00	4.84%
<b>SUBTOTAL ITEMS A THRU L - BASIC DESIGN SERVICES</b>	<b>1908</b>	<b>\$294,460.00</b>	<b>\$14,650.00</b>	<b>\$0.00</b>	<b>\$309,110.00</b>	<b>94.27%</b>
M. PERMIT APPLICATIONS (PRMT)	6	\$1,015.00	\$65.00	\$0.00	\$1,080.00	0.33%
N. ENVIRONMENTAL CLEARANCES (ENVR)	6	\$945.00	\$125.00	\$0.00 (2)	\$1,070.00	0.33%
O. FUNDING COORDINATION (FUND)	60	\$10,900.00	\$300.00	\$0.00	\$11,200.00	3.42%
P. PUBLIC INFORMATION MEETING (PIM)	34	\$5,120.00	\$320.00	\$0.00	\$5,440.00	1.66%
<b>SUBTOTAL ITEMS M THRU P - SUPPLEMENTAL DESIGN SERVICES</b>	<b>106</b>	<b>\$17,980.00</b>	<b>\$810.00</b>	<b>\$0.00</b>	<b>\$18,790.00</b>	<b>5.73%</b>
<b>GRAND TOTAL ITEMS A THRU P</b>	<b>2014</b>	<b>\$312,440.00</b>	<b>\$15,460.00</b>	<b>\$0.00</b>	<b>\$327,900.00</b>	<b>100.00%</b>

(1) Sewer televising services are not included. The City will provide videos for televised sewers within the project limits.

(2) Environmental services for a special waste screening, Preliminary Environmental Site Assessment (PESA), and Preliminary Site Investigation (PSI) are not included.



**Part 2 Final Design and Construction Contract Documents**

Project Element	Project Director \$195.00	Project Manager \$175.00	Water/Sewer Engineer \$175.00	Design Engineer \$140.00	PLS Engineer \$175.00	Design Technician \$140.00	Resident Engineer \$145.00	Clerical \$90.00	Total Hours	Total Salary
<b>A. PROJECT BASE SHEETS (PLOT)</b>										
1. Paving/storm sewer plan & profile sheets - 5700' = 15 sheets at 1"=20'.						30			30	\$4,200.00
2. Sanitary sewer plan & profile sheets - 1450' = 4 sheets at 1"=20'.						8			8	\$1,120.00
3. Water main plan & profile sheets - 5700' = 15 sheets at 1"=20'.									0	\$0.00
4. Water main service relocation plan sheets = 2 sheets at 1"=30'.									0	\$0.00
5. Cross section sheets - 5700' = 29 sheets at 5 xs/sheet.						16			16	\$2,240.00
<b>Total Hours Section A.</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>54</b>	<b>0</b>	<b>0</b>	<b>54</b>	
<b>Total Salaries Section A.</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$7,560.00</b>	<b>\$0.00</b>	<b>\$0.00</b>		<b>\$7,560.00</b>
<b>Average Salary Section A.</b>										<b>\$140.00</b>

Note:

- A1. Assumes pavement reconstruction on Jackson, Alley, Eastgate, Moore, Oakland Ct, Mercer, Grant, and Patterson.
- A1. Assumes new storm sewer on Jackson, Moore, Oakland Ct, Mercer, Grant between Taylor and the south alley, and Patterson north of Eastgate.
- A2. Assumes new sanitary sewer on Jackson and Mercer.
- A3. Assumes new water main on Jackson, Alley, Eastgate, Moore, Oakland Ct, Mercer, Grant, and Patterson north of Eastgate.
- A4. Assumes up to 50 back yard water services will be relocated in Phases 4 and 5. Two plan sheets were included in the scope for Phase 4.
- A5. Assumes cross sections will be provided at approximate 50' intervals along Jackson, Alley, Eastgate, Moore, Oakland Ct, Mercer, Grant, and Patterson.

**Part 2 Final Design and Construction Contract Documents**

Project Element	Project Director \$195.00	Project Manager \$175.00	Water/Sewer Engineer \$175.00	Design Engineer \$140.00	PLS Engineer \$175.00	Design Technician \$140.00	Resident Engineer \$145.00	Clerical \$90.00	Total Hours	Total Salary
<b>B. DESIGN STUDIES (DSGN)</b>										
1. Determine design criteria.		1	1						2	\$350.00
2. Define existing/proposed typical section elements.									0	\$0.00
3. Develop roadway H/V alignments.		32		24		24			80	\$12,320.00
4. Develop sanitary sewer H/V alignments.			12	4					16	\$2,660.00
5. Develop water main H/V alignments.									0	\$0.00
6. Develop water main service alignments for up to 31 properties.									0	\$0.00
7. Determine hardscape improvements for up to 50 properties.									0	\$0.00
8. Determine intersection geometry and elevations at 10 intersections. Determine sidewalk curb ramp geometry and elevations at 4 intersections.		56		56					112	\$17,640.00
9. Coordination with City for removal of back yard water services.									0	\$0.00
<b>Total Hours Section B.</b>	<b>0</b>	<b>89</b>	<b>13</b>	<b>84</b>	<b>0</b>	<b>24</b>	<b>0</b>	<b>0</b>	<b>210</b>	
<b>Total Salaries Section B.</b>	<b>\$0.00</b>	<b>\$15,575.00</b>	<b>\$2,275.00</b>	<b>\$11,760.00</b>	<b>\$0.00</b>	<b>\$3,360.00</b>	<b>\$0.00</b>	<b>\$0.00</b>		<b>\$32,970.00</b>
<b>Average Salary Section B.</b>										<b>\$157.00</b>
Note:										
B1. Applicable City and IDOT criteria will be used.										
B2. Assumes existing & proposed typical section information will be provided by City.										
B3. Develop existing H/V alignments for Jackson, Alley, Eastgate, Moore, Oakland Ct, Mercer, Grant, and Patterson.										
B3. Develop proposed profiles for Jackson, Alley, Eastgate, Moore, Oakland Ct, Mercer, Grant, and Patterson.										
B4. Assumes new sanitary sewer on Jackson and Mercer.										
B5. Assumes new water main on Jackson, Alley, Eastgate, Moore, Oakland Ct, Mercer, Grant, and Patterson north of Eastgate.										
B6. Assumes 31 properties in Phase 5.										
B7. Assumes landscape improvements will be determined by the City.										
B8. Assumes 10 intersections bounded by Jackson, Seville, Oakland, and Moore, excluding Jackson & Moore, Oakland & Patterson, and Oakland & Seville. Assumes curb ramps at Jackson & Mercer and 3 intersections on Oakland.										
B8. Assumes no new sidewalk locations.										
<b>C. DRAINAGE DESIGN (DRNG)</b>										
1. Develop storm sewer H/V alignments.			42	8					50	\$8,470.00
2. Determine/quantify drainage areas and compute discharges.			18						18	\$3,150.00
3. Compute inlet spacing requirements and size new storm sewer for capacity.			48						48	\$8,400.00
4. Design sump pump drain lines.			12						12	\$2,100.00
<b>Total Hours Section C.</b>	<b>0</b>	<b>0</b>	<b>120</b>	<b>8</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>128</b>	
<b>Total Salaries Section C.</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$21,000.00</b>	<b>\$1,120.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>		<b>\$22,120.00</b>
<b>Average Salary Section C.</b>										<b>\$172.81</b>
Note:										
C1. Assumes new storm sewer on Jackson, Moore, Oakland Ct, Mercer, Grant between Taylor and the south alley, and Patterson north of Eastgate.										
C2. Design based on 5 year design storm frequency. Analysis locations limited to Moore from Oakland to Jackson, Jackson from Moore to Seville, Patterson from Eastgate to Jackson, Mercer from Oakland to Jackson, and Oakland Ct.										
C3. Use existing inlet locations as directed by the City. Analysis of inlet size and spacing locations limited to Moore from Oakland to Jackson, Jackson from Moore to Seville, Patterson from Eastgate to Jackson, Mercer from Oakland to Jackson, and Oakland Ct.										
C4. Sump pump drain lines to be considered for full blocks of curb & gutter replacement only.										
<b>D. PAVEMENT DESIGN (PVMT)</b>										
1. Proposed pavement design and typical section information to be provided by City.									0	\$0.00
<b>Total Hours Section D.</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	
<b>Total Salaries Section D.</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>		<b>\$0.00</b>
<b>Average Salary Section D.</b>										<b>\$0.00</b>

**Part 2 Final Design and Construction Contract Documents**

Project Element	Project Director \$195.00	Project Manager \$175.00	Water/Sewer Engineer \$175.00	Design Engineer \$140.00	PLS Engineer \$175.00	Design Technician \$140.00	Resident Engineer \$145.00	Clerical \$90.00	Total Hours	Total Salary
<b>E. ROADWAY LIGHTING DESIGN (RWL)</b>										
1. Existing lights are owned by Ameren and will be relocated by Ameren where necessary.									0	\$0.00
<b>Total Hours Section E.</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	
<b>Total Salaries Section E.</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>		<b>\$0.00</b>
<b>Average Salary Section E.</b>										<b>\$0.00</b>

<b>F. SEWER TELEVISIONING REVIEW (SWR)</b>										
1. Cursory review of sewer televising videos as necessary for design clarifications.			8						8	\$1,400.00
<b>Total Hours Section F.</b>	<b>0</b>	<b>0</b>	<b>8</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>8</b>	
<b>Total Salaries Section F.</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$1,400.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>		<b>\$1,400.00</b>
<b>Average Salary Section F.</b>										<b>\$175.00</b>

Note:

F1. The City will provide videos for televised sewers within the project limits.

F1. Based on the proposed sanitary sewer improvements, videos of sewers and laterals will not be reviewed to determine pipe conditions. Recommendations for repair or replacement will not be developed.

<b>G. UTILITY ANALYSIS (UTIL)</b>										
1. Call for design locate. Coordinate with Utility Companies for utility mapping. Prepare database of utility owner contact information.				4					4	\$560.00
2. Plot utility locations from data furnished by Utility Companies and from field survey.				4		12			16	\$2,240.00
3. Analyze potential conflicts. Revise designs as possible to mitigate.		4	4	4					12	\$1,960.00
4. Coordinate with Utility Companies to request field locates.		1		1					2	\$315.00
5. Perform pick-up survey for utility locates (assume 2 trips).					8	8			16	\$2,520.00
6. Prepare Status of Utilities to be Adjusted.				6					6	\$840.00
7. Coordinate with Utility Companies for relocations of their facilities (assume 2 meetings).		4	4	4					12	\$1,960.00
8. Review Utility Company relocation plans and advise the City on issuing permits.		4	4	4					12	\$1,960.00
<b>Total Hours Section G.</b>	<b>0</b>	<b>13</b>	<b>12</b>	<b>27</b>	<b>8</b>	<b>20</b>	<b>0</b>	<b>0</b>	<b>80</b>	
<b>Total Salaries Section G.</b>	<b>\$0.00</b>	<b>\$2,275.00</b>	<b>\$2,100.00</b>	<b>\$3,780.00</b>	<b>\$1,400.00</b>	<b>\$2,800.00</b>	<b>\$0.00</b>	<b>\$0.00</b>		<b>\$12,355.00</b>
<b>Average Salary Section G.</b>										<b>\$154.44</b>

Note:

G. Assumes new water services will be installed by directional drilling and locates for utility services on private property will not be required during design.

G. Utility coordination to be by phone and email.

G4. Utility potholing is not included.

G7. Plans and status of utilities will be distributed by email.

**Part 2 Final Design and Construction Contract Documents**

Project Element	Project Director \$195.00	Project Manager \$175.00	Water/Sewer Engineer \$175.00	Design Engineer \$140.00	PLS Engineer \$175.00	Design Technician \$140.00	Resident Engineer \$145.00	Clerical \$90.00	Total Hours	Total Salary
<b>H. PLANS (PLAN)</b>										
1. Title sheet (sheet included in Phase 4).									0	\$0 00
2. General notes (additional hours - sheets included in Phase 4).		2	1	1		1			5	\$805 00
3. Highway standards and legend (sheet included in Phase 4).									0	\$0 00
4. Summary of quantities (additional hours - sheets included in Phase 4).		2		2		4			8	\$1,190 00
5. Schedule of quantities (2 sheets).		5	1	4		10			20	\$3,010 00
6. Existing typical sections (2 sheets).		3		3		6			12	\$1,785 00
7. Proposed typical sections (3 sheets).		8		8		12			28	\$4,200 00
8. Alignments and benchmarks (2 sheets @ 1" = 50').					12				12	\$2,100 00
9. Stage construction & maintenance of traffic plans (8 sheets).		12		12		24			48	\$7,140 00
10. Removal/relocation plans (8 DBL PNL plan sheets @ 1" = 20').		8		20		36			64	\$9,240 00
11. Paving plan & profile sheets (15 sheets @ 1" = 20').		80	24	120		152			376	\$56,280 00
12. Sanitary sewer plan & profile sheets (4 sheets @ 1" = 20').		16	24	24		32			96	\$14,840 00
13. Sanitary sewer service relocation plans (0 sheets).									0	\$0 00
14. Sanitary sewer details (additional hours - sheets included in Phase 4).			4			4			8	\$1,260 00
15. Sewer lining plans (0 sheets).									0	\$0 00
16. Water main plan & profile sheets (15 sheets @ 1" = 20').									0	\$0 00
17. Water main service relocation plans (2 sheets @ 1" = 30').									0	\$0 00
18. Water main details (additional hours - sheets included in Phase 4).									0	\$0 00
19. Storm water pollution prevention plans (2 sheets @ 1" = 50').		4		8		12			24	\$3,500 00
20. Pavement joint plans (0 sheets).									0	\$0 00
21. Intersection details (10 sheets @ 1" = 5').		28		46		46			120	\$17,780 00
22. Pavement marking & signing plans (1 sheet @ 1" = 40' and 1 detail sheet).		2		4		4			10	\$1,470 00
23. Miscellaneous details (additional hours - sheets included in Phase 4).		2		3		3			8	\$1,190 00
24. Cross sections (29 sheets).		40		69		76			185	\$27,300 00
25. QA review of plans (104 sheets).	12								12	\$2,340 00
26. Incorporate QA review comments.		3	3	4		6			16	\$2,450 00
27. Submit preliminary plans to City. Incorporate review comments.		8	4	4		16			32	\$4,900 00
28. Submit prefinal plans to City. Incorporate review comments.		3	3	4		6			16	\$2,450 00
29. Update final plans for revisions to IDOT documents after final plans have been approved.		2	2	2		2			8	\$1,260 00
30. Prepare final PDF plans for bidding.						2			2	\$280 00
<b>Total Hours Section H.</b>	<b>12</b>	<b>228</b>	<b>66</b>	<b>338</b>	<b>12</b>	<b>454</b>	<b>0</b>	<b>0</b>	<b>1110</b>	
<b>Total Salaries Section H.</b>	<b>\$2,340.00</b>	<b>\$39,900.00</b>	<b>\$11,550.00</b>	<b>\$47,320.00</b>	<b>\$2,100.00</b>	<b>\$63,560.00</b>	<b>\$0.00</b>	<b>\$0.00</b>		<b>\$166,770.00</b>
<b>Average Salary Section H.</b>										<b>\$150.24</b>

Note:

- H. Assumes one set of bid documents for Phases 4 and 5.
- H4. Includes separation of quantities for sewer, water, and work on private property.
- H8. Assumes temporary easements will not be shown on the plans.
- H11. Assumes pavement reconstruction on Jackson, Alley, Eastgate, Moore, Oakland Ct, Mercer, Grant, and Patterson.
- H11. Assumes new storm sewer on Jackson, Moore, Oakland Ct, Mercer, Grant between Taylor and the south alley, and Patterson north of Eastgate.
- H12. Assumes new sanitary sewer on Jackson and Mercer.
- H13. Assumes back yard sanitary services will not be relocated in Phases 4 and 5.
- H15. Assumes sewer lining will be performed under the City's sewer lining contract instead of with this project.
- H16. Assumes new water main on Jackson, Alley, Eastgate, Moore, Oakland Ct, Mercer, Grant, and Patterson north of Eastgate.
- H17. Assumes up to 31 back yard water services will be relocated in Phase 5.
- H20. Notes for typical joint spacing in concrete base course will be included on proposed typical sections if necessary. Asphalt is the City's preferred pavement material.
- H30. Assumes electronic signatures will be used on the cover sheet.

**Part 2 Final Design and Construction Contract Documents**

Project Element	Project Director \$195.00	Project Manager \$175.00	Water/Sewer Engineer \$175.00	Design Engineer \$140.00	PLS Engineer \$175.00	Design Technician \$140.00	Resident Engineer \$145.00	Clerical \$90.00	Total Hours	Total Salary
<b>I. ESTIMATES (EST)</b>										
1. Pay item determination & quantity calculations.		12	12	48		60			132	\$19,320 00
2. Estimate of construction cost.		4	4	4					12	\$1,960 00
3. Estimate of construction time.		4		2					6	\$980 00
4. QA review of estimates.	4								4	\$780 00
5. Incorporate QA review comments.		2							2	\$350 00
<b>Total Hours Section I.</b>	<b>4</b>	<b>22</b>	<b>16</b>	<b>54</b>	<b>0</b>	<b>60</b>	<b>0</b>	<b>0</b>	<b>156</b>	
<b>Total Salaries Section I.</b>	<b>\$780.00</b>	<b>\$3,850.00</b>	<b>\$2,800.00</b>	<b>\$7,560.00</b>	<b>\$0.00</b>	<b>\$8,400.00</b>	<b>\$0.00</b>	<b>\$0.00</b>		<b>\$23,390.00</b>
<b>Average Salary Section I.</b>										<b>\$149.94</b>

Note:

- I. Assumes one set of bid documents for Phases 4 and 5.
- I1. Pay items to follow DOT format where possible.
- I1. Includes separation of quantities for sewer, water, and work on private property.
- I2. Includes cost estimates for sewer, water, and work on private property.

**J. SPECIAL PROVISIONS/PROPOSAL BOOKLET (SPEC)**

1. Technical specifications.		6	8	10					24	\$3,850 00
2. Front-end documents.		9	1						10	\$1,750 00
3. QA review of proposal book.	4								4	\$780 00
4. Incorporate QA review comments.		2	2	2					6	\$980 00
5. Submit preliminary proposal book to City. Incorporate review comments.		2	2	2					6	\$980 00
6. Submit prefinal proposal book to City. Incorporate review comments.		2	2	2					6	\$980 00
7. Update final proposal book for revisions to DOT documents after final proposal book has been approved.		2	1	1					4	\$665 00
8. Prepare final PDF proposal book for bidding (included in Phase 4).									0	\$0 00
<b>Total Hours Section J.</b>	<b>4</b>	<b>23</b>	<b>16</b>	<b>17</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>60</b>	
<b>Total Salaries Section J.</b>	<b>\$780.00</b>	<b>\$4,025.00</b>	<b>\$2,800.00</b>	<b>\$2,380.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>		<b>\$9,985.00</b>
<b>Average Salary Section J.</b>										<b>\$166.42</b>

Note:

- J. Assumes one set of bid documents for Phases 4 and 5.
- J1. Specifications to follow DOT format where possible.
- J2. City & IDOT front-end documents to be used.

**Part 2 Final Design and Construction Contract Documents**

Project Element	Project Director \$195.00	Project Manager \$175.00	Water/Sewer Engineer \$175.00	Design Engineer \$140.00	PLS Engineer \$175.00	Design Technician \$140.00	Resident Engineer \$145.00	Clerical \$90.00	Total Hours	Total Salary
<b>K. BIDDING ASSISTANCE (BID)</b>										
1. Advertisement for bids.									0	\$0.00
2. Attend prebid meeting.		1	1						2	\$350.00
3. Distribution of bid documents.									0	\$0.00
4. Address bidder questions and issue clarifications/addenda.		4	8						12	\$2,100.00
5. Attend bid opening (included in Phase 4).									0	\$0.00
6. Review bids and prepare tabulation of bids (included in Phase 4).									0	\$0.00
7. Prepare bid spreadsheets if required for project reporting (included in Phase 4).									0	\$0.00
<b>Total Hours Section K.</b>	<b>0</b>	<b>5</b>	<b>9</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>14</b>	
<b>Total Salaries Section K.</b>	<b>\$0.00</b>	<b>\$875.00</b>	<b>\$1,575.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>		<b>\$2,450.00</b>
<b>Average Salary Section K.</b>										<b>\$175.00</b>
Note:										
K. Assumes one set of bid documents for Phases 4 and 5.										
K1. Advertising to be performed by City.										
K3. Online distribution of bid documents to be performed by City. Paper copies of bid documents will not be distributed.										
K4. Bidder coordination to be performed by City.										
<b>L. PROJECT COORDINATION &amp; MANAGEMENT (ADMN)</b>										
1. Organization and setup of project work plan and files.	2	16							18	\$3,190.00
2. Design team kickoff meeting at Clark Dietz.	2	4	2	2	2	2			14	\$2,350.00
3. Project review meetings (8 Microsoft Teams meetings with City).		8	8						16	\$2,800.00
4. Preparation of meeting minutes (8 meetings).		6							6	\$1,050.00
5. General project administration (assume 16 months).	6	16							22	\$3,970.00
6. Progress verification and invoice preparation (assume 16 months).		12							12	\$2,100.00
<b>Total Hours Section L.</b>	<b>10</b>	<b>62</b>	<b>10</b>	<b>2</b>	<b>2</b>	<b>2</b>	<b>0</b>	<b>0</b>	<b>88</b>	
<b>Total Salaries Section L.</b>	<b>\$1,950.00</b>	<b>\$10,850.00</b>	<b>\$1,750.00</b>	<b>\$280.00</b>	<b>\$350.00</b>	<b>\$280.00</b>	<b>\$0.00</b>	<b>\$0.00</b>		<b>\$15,460.00</b>
<b>Average Salary Section L.</b>										<b>\$175.68</b>
<b>BASIC DESIGN SERVICES - ITEMS A THRU L</b>										
<b>SUBTOTAL HOURS - ITEMS A THRU L</b>	<b>30</b>	<b>442</b>	<b>270</b>	<b>530</b>	<b>22</b>	<b>614</b>	<b>0</b>	<b>0</b>	<b>1908</b>	
<b>SUBTOTAL SALARIES - ITEMS A THRU L</b>	<b>\$5,850.00</b>	<b>\$77,350.00</b>	<b>\$47,250.00</b>	<b>\$74,200.00</b>	<b>\$3,850.00</b>	<b>\$85,960.00</b>	<b>\$0.00</b>	<b>\$0.00</b>		<b>\$294,460.00</b>
<b>SUBTOTAL AVERAGE SALARY - ITEMS A THRU L</b>										<b>\$154.33</b>



**Part 2 Final Design and Construction Contract Documents**

Project Element	Project Director \$195.00	Project Manager \$175.00	Water/Sewer Engineer \$175.00	Design Engineer \$140.00	PLS Engineer \$175.00	Design Technician \$140.00	Resident Engineer \$145.00	Clerical \$90.00	Total Hours	Total Salary
<b>M. PERMIT APPLICATIONS (PRMT)</b>										
1. NPDES permit, form BDE 2342 (include in proposal book).		1		1					2	\$315.00
2. Prepare & submit sanitary sewer permit application to EPA.			4						4	\$700.00
3. Prepare & submit water main permit application to EPA.									0	\$0.00
<b>Total Hours Section M.</b>	<b>0</b>	<b>1</b>	<b>4</b>	<b>1</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>6</b>	
<b>Total Salaries Section M.</b>	<b>\$0.00</b>	<b>\$175.00</b>	<b>\$700.00</b>	<b>\$140.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>		<b>\$1,015.00</b>
<b>Average Salary Section M.</b>										<b>\$169.17</b>

Note:  
 M. Assumes one set of permits for Phases 4 and 5.  
 M. Assumes COE and IDNR permits will not be required.

<b>N. ENVIRONMENTAL CLEARANCES (ENVR)</b>										
1. ECOCAT submittal.			1	1					2	\$315.00
2. HPA submittal.			2	2					4	\$630.00
3. Special waste screening.									0	\$0.00
4. Preliminary Environmental Site Assessment (PESA).									0	\$0.00
5. Preliminary Site Investigation (PSI).									0	\$0.00
<b>Total Hours Section N.</b>	<b>0</b>	<b>0</b>	<b>3</b>	<b>3</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>6</b>	
<b>Total Salaries Section N.</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$525.00</b>	<b>\$420.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>		<b>\$945.00</b>
<b>Average Salary Section N.</b>										<b>\$157.50</b>

Note:  
 N. Assumes no right-of-way acquisition.  
 N1. Assumes no biological or wetland issues and no required remediation.  
 N2. Assumes no cultural or historic issues and no required remediation.  
 N3. Assumes no special waste screening for a project with local administration.  
 N4. Assumes no PESA for a project with local administration.  
 N5. Assumes no PSI for a project with local administration.

<b>O. FUNDING COORDINATION (FUND)</b>										
1. Assumed American Rescue Plan Act (ARPA) funding with local administration.	20	20	20						60	\$10,900.00
<b>Total Hours Section O.</b>	<b>20</b>	<b>20</b>	<b>20</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>60</b>	
<b>Total Salaries Section O.</b>	<b>\$3,900.00</b>	<b>\$3,500.00</b>	<b>\$3,500.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>		<b>\$10,900.00</b>
<b>Average Salary Section O.</b>										<b>\$181.67</b>

Note:  
 O1. Assumed contingency due to final Treasury ruling being undetermined.

**Part 2 Final Design and Construction Contract Documents**

Project Element	Project Director \$195.00	Project Manager \$175.00	Water/Sewer Engineer \$175.00	Design Engineer \$140.00	PLS Engineer \$175.00	Design Technician \$140.00	Resident Engineer \$145.00	Clerical \$90.00	Total Hours	Total Salary
<b>P. PUBLIC INFORMATION MEETING (PIM)</b>										
1. Facility arrangement (included in Phase 4).									0	\$0.00
2. Exhibit preparation.		1	4	4		6			15	\$2,275.00
3. Prepare informational handout.		3	2	1				2	8	\$1,195.00
4. Prepare public notice (included in Phase 4).									0	\$0.00
5. Meeting setup & attendance for 1 meeting.		1	1	1					3	\$490.00
6. Summary of comments & responses.		2	2	2				2	8	\$1,160.00
<b>Total Hours Section P.</b>	<b>0</b>	<b>7</b>	<b>9</b>	<b>8</b>	<b>0</b>	<b>6</b>	<b>0</b>	<b>4</b>	<b>34</b>	
<b>Total Salaries Section P.</b>	<b>\$0.00</b>	<b>\$1,225.00</b>	<b>\$1,575.00</b>	<b>\$1,120.00</b>	<b>\$0.00</b>	<b>\$840.00</b>	<b>\$0.00</b>	<b>\$360.00</b>		<b>\$5,120.00</b>
<b>Average Salary Section P.</b>										<b>\$150.59</b>
Note:										
P. Phases 4 and 5 will be combined at one Public Information Meeting.										
P1. Facility costs to be paid by City.										
P4. City to send public notice to residents near project limits and other interested persons. Public notice advertising costs to be paid by City.										
<b>SUPPLEMENTAL DESIGN SERVICES - ITEMS M THRU P</b>										
<b>SUBTOTAL HOURS - ITEMS M THRU P</b>	<b>20</b>	<b>28</b>	<b>36</b>	<b>12</b>	<b>0</b>	<b>6</b>	<b>0</b>	<b>4</b>	<b>106</b>	
<b>SUBTOTAL SALARIES - ITEMS M THRU P</b>	<b>\$3,900.00</b>	<b>\$4,900.00</b>	<b>\$6,300.00</b>	<b>\$1,680.00</b>	<b>\$0.00</b>	<b>\$840.00</b>	<b>\$0.00</b>	<b>\$360.00</b>		<b>\$17,980.00</b>
<b>SUBTOTAL AVERAGE SALARY - ITEMS M THRU P</b>										<b>\$169.62</b>
<b>TOTAL DESIGN SERVICES - ITEMS A THRU P</b>										
<b>GRAND TOTAL HOURS - ITEMS A THRU P</b>	<b>50</b>	<b>470</b>	<b>306</b>	<b>542</b>	<b>22</b>	<b>620</b>	<b>0</b>	<b>4</b>	<b>2014</b>	
<b>GRAND TOTAL SALARIES - ITEMS A THRU P</b>	<b>\$9,750.00</b>	<b>\$82,250.00</b>	<b>\$53,550.00</b>	<b>\$75,880.00</b>	<b>\$3,850.00</b>	<b>\$86,800.00</b>	<b>\$0.00</b>	<b>\$360.00</b>		<b>\$312,440.00</b>
<b>GRAND TOTAL AVERAGE SALARY - ITEMS A THRU P</b>										<b>\$155.13</b>

**Part 2 Final Design and Construction Contract Documents**

Project Element	Mileage	Miscellaneous	Reproduction	Telephone	Postage	Supplies	CADD	Totals
A. PROJECT BASE SHEETS (PLOT)	\$0.00	\$0.00	\$20.00	\$0.00	\$0.00	\$0.00	\$1,080.00	\$1,100.00
B. DESIGN STUDIES (ALGN)	\$0.00	\$0.00	\$25.00	\$25.00	\$0.00	\$0.00	\$480.00	\$530.00
C. DRAINAGE DESIGN (DRNG)	\$0.00	\$0.00	\$15.00	\$25.00	\$0.00	\$0.00	\$0.00	\$40.00
D. PAVEMENT DESIGN (PVMT)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
E. ROADWAY LIGHTING DESIGN (RWL)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
F. SEWER TELEVISION REVIEW (SWR)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
G. UTILITY ANALYSIS (UTIL)	\$130.00	\$0.00	\$200.00	\$50.00	\$0.00	\$0.00	\$240.00	\$620.00
H. PLANS (PLAN)	\$0.00	\$0.00	\$350.00	\$25.00	\$0.00	\$0.00	\$10,080.00	\$10,455.00
I. ESTIMATES (EST)	\$0.00	\$0.00	\$50.00	\$25.00	\$0.00	\$0.00	\$1,200.00	\$1,275.00
J. SPECIAL PROVISIONS/PROPOSAL BOOKLET (SPEC)	\$0.00	\$0.00	\$100.00	\$25.00	\$0.00	\$0.00	\$0.00	\$125.00
K. BIDDING ASSISTANCE (BID)	\$0.00	\$0.00	\$75.00	\$25.00	\$0.00	\$0.00	\$0.00	\$100.00
L. PROJECT COORDINATION & MANAGEMENT (ADMN)	\$180.00	\$0.00	\$100.00	\$75.00	\$50.00	\$0.00	\$0.00	\$405.00
M. PERMIT APPLICATIONS (PRMT)	\$0.00	\$0.00	\$25.00	\$25.00	\$15.00	\$0.00	\$0.00	\$65.00
N. ENVIRONMENTAL CLEARANCES (ENVR)	\$0.00	\$0.00	\$25.00	\$25.00	\$10.00	\$65.00	\$0.00	\$125.00
O. FUNDING COORDINATION (FUND)	\$100.00	\$0.00	\$125.00	\$50.00	\$25.00	\$0.00	\$0.00	\$300.00
P. PUBLIC INFORMATION MEETING (PIM)	\$40.00	\$0.00	\$100.00	\$25.00	\$0.00	\$35.00	\$120.00	\$320.00
<b>TOTALS</b>	<b>\$450.00</b>	<b>\$0.00</b>	<b>\$1,210.00</b>	<b>\$400.00</b>	<b>\$100.00</b>	<b>\$100.00</b>	<b>\$13,200.00</b>	<b>\$15,460.00</b>

**Part 3 Land Acquisition Documents**

Project Element	LABOR HOURS	SALARY	EXPENSES	OUTSIDE SERVICES	TOTAL	PERCENT OF TOTAL
A. LAND ACQUISITION (ROW)	58	\$9,275.00	\$635.00	\$0.00	\$9,910.00	100.00%
TOTALS	58	\$9,275.00	\$635.00	\$0.00	\$9,910.00	100.00%

**Part 3 Land Acquisition Documents**

Project Element	Project Director \$195.00	Project Manager \$175.00	Water/Sewer Engineer \$175.00	Design Engineer \$140.00	PLS Engineer \$175.00	Design Technician \$140.00	Survey Technician \$140.00	Clerical \$90.00	Total Hours	Total Salary
<b>A. LAND ACQUISITION (ROW)</b>										
1. Coordinate with project manager for proposed easements.		2			2				4	\$700 00
2. Order title letters (assume 62 TE parcels).					4				4	\$700 00
3. Obtain and review subdivision plats, surveys, and monument records.					8				8	\$1,400 00
4. Define proposed TE lines in CADD (12 TE).					4	2			6	\$980 00
5. Develop base plat files (62 TE).					4	23			27	\$3,920 00
6. Create legal descriptions (62 TE).					9				9	\$1,575 00
7. Preliminarily TE staking.									0	\$0 00
<b>Total Hours Section A.</b>	<b>0</b>	<b>2</b>	<b>0</b>	<b>0</b>	<b>31</b>	<b>25</b>	<b>0</b>	<b>0</b>	<b>58</b>	
<b>Total Salaries Section A.</b>	<b>\$0.00</b>	<b>\$350.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$5,425.00</b>	<b>\$3,500.00</b>	<b>\$0.00</b>	<b>\$0.00</b>		<b>\$9,275.00</b>
<b>Average Salary Section A.</b>										<b>\$159.91</b>

Note:

- A. Assumes 62 temporary easement (TE) parcels - 12 for various locations and 50 for removal of back yard water services. Assumes the entire parcel area will be TE for removal of back yard water services.
- A. Assumes that permanent easements and proposed right-of-way are not required.
- A. Assumes that right-of-way or easement vacation documents will not be prepared.
- A2. The fee for the title letters will be billed directly to the City.
- A4. Assumes the entire parcel area will be TE for removal of back yard water services (50 TE).
- A6. Assumes that all parcels are in platted and recorded subdivisions.
- A7. Preliminary staking is not included.

Part 3 Land Acquisition Documents

Project Element	Mileage	Reproduction	Telephone	Postage	Survey	(1) Documents	CADD	Totals
A. LAND ACQUISITION (ROW)	\$50.00	\$65.00	\$10.00	\$10.00	\$0.00	\$0.00	\$500.00	\$635.00
<b>TOTALS</b>	<b>\$50.00</b>	<b>\$65.00</b>	<b>\$10.00</b>	<b>\$10.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$500.00</b>	<b>\$635.00</b>

(1) The fee for the title letters will be billed directly to the City.



**Part 4 Construction Support Services**

Project Element	LABOR HOURS	SALARY	EXPENSES	OUTSIDE SERVICES	TOTAL	PERCENT OF TOTAL
A. PHASE 3 CONSTRUCTION OBSERVATION	0	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
B. PHASE 4/5 CONSTRUCTION OBSERVATION	0	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
<b>TOTALS</b>	0	\$0.00	\$0.00	\$0.00	\$0.00	0.00%

**Part 4 Construction Support Services**

Project Element	Project Director \$195.00	Project Manager \$175.00	Water/Sewer Engineer \$175.00	Design Engineer \$140.00	PLS Engineer \$175.00	Design Technician \$140.00	Resident Engineer \$145.00	Clerical \$90.00	Total Hours	Total Salary
<b>A. PHASE 3 CONSTRUCTION OBSERVATION</b>										
1. Construction support services are not included.									0	\$0.00
Total Hours Section A.	0	0	0	0	0	0	0	0	0	
Total Salaries Section A.	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00
Average Salary Section A.										\$0.00
<b>B. PHASE 4/5 CONSTRUCTION OBSERVATION</b>										
1. Construction support services are not included.									0	\$0.00
Total Hours Section B.	0	0	0	0	0	0	0	0	0	
Total Salaries Section B.	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00
Average Salary Section B.										\$0.00
<b>CONSTRUCTION SUPPORT SERVICES - ITEMS A THRU B</b>										
TOTAL HOURS - ITEMS A THRU B	0	0	0	0	0	0	0	0	0	
TOTAL SALARIES - ITEMS A THRU B	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00
TOTAL AVERAGE SALARY - ITEMS A THRU B										\$0.00

Part 4 Construction Support Services

Project Element	Mileage	Reproduction	Telephone	Postage	Supplies	Overtime Premium	CADD	Totals
A. PHASE 3 CONSTRUCTION OBSERVATION								\$0.00
B. PHASE 4/5 CONSTRUCTION OBSERVATION								\$0.00
<b>TOTALS</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>

**Summary of Services**

Project Element	LABOR HOURS	SALARY	EXPENSES	OUTSIDE SERVICES	TOTAL	PERCENT OF TOTAL
Part 1 Field Survey Services	424	\$60,410.00	\$3,000.00	\$0.00	\$63,410.00	16.78%
Part 2 Final Design and Construction Contract Documents	1666	\$259,050.00	\$12,450.00	\$0.00	\$271,500.00	71.83%
Part 3 Land Acquisition Documents	258	\$39,865.00	\$3,225.00	\$0.00	\$43,090.00	11.40%
Part 4 Construction Support Services	0	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
<b>GRAND TOTAL</b>	<b>2348</b>	<b>\$359,325.00</b>	<b>\$18,675.00</b>	<b>\$0.00</b>	<b>\$378,000.00</b>	<b>100.00%</b>

Proposal Assumptions

- a. The Phase 5 improvements are based on the February 2019 Facility Plans, except that the removal of back yard water services is included.
- b. The Phase 5 project limits will not be expanded to include Patterson Drive south of Eastgate Place or Seville Road.
- c. Phases 4 and 5 will be designed, bid, and constructed as a single project.
- d. Sewer televising services are not included. The City will provide videos for televised sewers within the project limits.
- e. Sanitary sewer services will not be located or marked on site. Field survey for sanitary sewer service locations and depths is not included.
- f. Sewer lining will be performed under the City's sewer lining contract. Sewer lining is not included in this project.
- g. Sanitary sewer replacement that could be required for future sanitary sewer improvements is not included.
- h. The removal of back yard sanitary sewer services is not included.
- i. Overhead sanitary sewers recommended in the original Locust/Colton CSO Elimination Study are not included.
- j. Existing and proposed typical section elements, including pavement cores and proposed pavement sections, will be provided by the City.
- k. Geotechnical studies and pavement designs are not included.
- l. Roadway lighting design is not included.
- m. Environmental services for a special waste screening, Preliminary Environmental Site Assessment (PESA), and Preliminary Site Investigation (PSI) are not included.
- n. Construction support services are not included.
- o. The budgetary construction cost estimate for Phases 4 and 5 is approximately \$8 million.

Part 1 Field Survey Services

Project Element	LABOR HOURS	SALARY	EXPENSES	OUTSIDE SERVICES	TOTAL	PERCENT OF TOTAL
A. FIELD SURVEYS (SURV)	424	\$60,410.00	\$3,000.00	\$0.00	\$63,410.00	100.00%
TOTALS	424	\$60,410.00	\$3,000.00	\$0.00	\$63,410.00	100.00%

**Part 1 Field Survey Services**

Project Element	Project Director \$195.00	Project Manager \$175.00	Water/Sewer Engineer \$175.00	Design Engineer \$140.00	PLS Engineer \$175.00	Design Technician \$140.00	Survey Technician \$140.00	Clerical \$90.00	Total Hours	Total Salary
<b>A. FIELD SURVEYS (SURV)</b>										
1. Coordinate field survey.		2			1		3		6	\$945.00
2. Property pin search throughout corridors.							12		12	\$1,680.00
3. Vertical Control (set 8 TBM's).					1		1		2	\$315.00
4. Set survey control points (assume 30).					1		11		12	\$1,715.00
5. Run level circuit through survey control and TBM's.					1		9		10	\$1,435.00
6. Set/Pickup soil borings & pavement core locations for soils & pavement study.									0	\$0.00
7. Pick up survey of utility facilities after locates for borings & cores are done.									0	\$0.00
8. Topography & Cross Sections Moore St from Oakland to Alley and Intersections (350' Cross Sections at 50' o.c.).					1		5		6	\$875.00
9. Topography & Cross Sections Oakland Ct from Oakland thru Alley and Intersections (600' Cross Sections at 50' o.c.).					1		7		8	\$1,155.00
10. Topography & Cross Sections Mercer St from Castle to Jackson and Intersections (1050' Cross Sections at 50' o.c.).					1		15		16	\$2,275.00
11. Topography & Cross Sections Oakland Ave from Mercer to Patterson and Intersections (600' Cross Sections at 50' o.c.).					1		8		9	\$1,295.00
12. Topography & Cross Sections Oakland Ave from Patterson to Seville and Intersections (250' Cross Sections at 50' o.c.).									0	\$0.00
13. Topography & Cross Sections Eastgate Pl from Mercer to Patterson (600' Cross Sections at 50' o.c.).					1		7		8	\$1,155.00
14. Topography & Cross Sections Patterson Dr from Oakland to Eastgate (250' Cross Sections at 50' o.c.).									0	\$0.00
15. Topography & Cross Sections Patterson Dr from Eastgate to Jackson (350' Cross Sections at 50' o.c.).					1		5		6	\$875.00
16. Topography & Cross Sections Seville Rd from Oakland to Jackson (600' Cross Sections at 50' o.c.).									0	\$0.00
17. Topography & Cross Sections Jackson St from Mercer to Seville and Intersections (1150' Cross Sections at 50' o.c.).					1		17		18	\$2,555.00
18. Survey remaining Phase 4 parcel features and water locates for water service relocations (Assume 10 homes and yards).					2		44		46	\$6,510.00
19. Survey parcel features and water locates for water service relocations, between Oakland Ct and Mercer (Assume 8 homes and yards).									0	\$0.00
20. Survey parcel features and water locates for water service relocations, between Mercer and Patterson (Assume 23 homes and yards).					2		106		108	\$15,190.00
21. Survey parcel features and water locates for water service relocations, between Patterson and Seville (Assume 10 homes and yards).									0	\$0.00
22. Survey additional front yard parcel features in Phases 4 and 5.							72		72	\$10,080.00
23. Structure inspections (structure cuts and details, assume 65).									0	\$0.00
24. Coordinate with City staff and homeowners for parcel access outside of ROW.					2		18		20	\$2,870.00
25. Download field data to office data files, edit graphics, and create TIN model.						28			28	\$3,920.00
26. Configure existing ROW and property lines.					11		4		15	\$2,485.00
27. Site visit to take photos. Prepare photo catalog.							6		6	\$840.00
28. Field data collection of sewer service and connection locations.									0	\$0.00
29. Stake & tie proposed centerline control points (assume 20).							16		16	\$2,240.00
<b>Total Hours Section A.</b>	<b>0</b>	<b>2</b>	<b>0</b>	<b>0</b>	<b>28</b>	<b>28</b>	<b>366</b>	<b>0</b>	<b>424</b>	
<b>Total Salaries Section A.</b>	<b>\$0.00</b>	<b>\$350.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$4,900.00</b>	<b>\$3,920.00</b>	<b>\$51,240.00</b>	<b>\$0.00</b>		<b>\$60,410.00</b>
<b>Average Salary Section A.</b>										<b>\$142.48</b>

Note:

- A. The work effort assumes a two-person survey crew.
- A6. Geotechnical information to be provided by the City.
- A7. Soil borings and pavement cores are not included. Geotechnical information to be provided by the City.
- A12. The Phase 5 project limits will not be expanded to include Patterson Drive south of Eastgate Place or Seville Road.
- A14. The Phase 5 project limits will not be expanded to include Patterson Drive south of Eastgate Place.
- A16. The Phase 5 project limits will not be expanded to include Seville Road.
- A19. Assumes no back yard water services at this location.
- A21. Assumes no back yard water services at this location.
- A22. The original parcel survey efforts focused on side yard and back yard topo features based on the original plan for water service replacements.
- A28. Sewer services will not be located or marked on site.



**Part 1 Field Survey Services**

Project Element	Mileage	Reproduction	Telephone	Postage	Survey	CADD	GPS	Totals
A. FIELD SURVEYS (SURV)	\$1,870.00	\$75.00	\$75.00	\$0.00	\$295.00	\$560.00	\$125.00	\$3,000.00
<b>TOTALS</b>	<b>\$1,870.00</b>	<b>\$75.00</b>	<b>\$75.00</b>	<b>\$0.00</b>	<b>\$295.00</b>	<b>\$560.00</b>	<b>\$125.00</b>	<b>\$3,000.00</b>

**Part 2 Final Design and Construction Contract Documents**

Project Element	LABOR HOURS	SALARY	EXPENSES	OUTSIDE SERVICES	TOTAL	PERCENT OF TOTAL
A. PROJECT BASE SHEETS (PLOT)	48	\$6,720.00	\$970.00	\$0.00	\$7,690.00	2.83%
B. DESIGN STUDIES (ALGN)	266	\$43,470.00	\$610.00	\$0.00	\$44,080.00	16.24%
C. DRAINAGE DESIGN (DRNG)	0	\$0.00	\$40.00	\$0.00	\$40.00	0.01%
D. PAVEMENT DESIGN (PVMT)	0	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
E. ROADWAY LIGHTING DESIGN (RWL)	0	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
F. SEWER TELEVISIONING REVIEW (SWR)	0	\$0.00	\$0.00	\$0.00 (1)	\$0.00	0.00%
G. UTILITY ANALYSIS (UTIL)	80	\$12,355.00	\$520.00	\$0.00	\$12,875.00	4.74%
H. PLANS (PLAN)	882	\$133,170.00	\$7,695.00	\$0.00	\$140,865.00	51.88%
I. ESTIMATES (EST)	156	\$23,350.00	\$1,275.00	\$0.00	\$24,625.00	9.07%
J. SPECIAL PROVISIONS/PROPOSAL BOOKLET (SPEC)	60	\$9,985.00	\$125.00	\$0.00	\$10,110.00	3.72%
K. BIDDING ASSISTANCE (BID)	14	\$2,450.00	\$100.00	\$0.00	\$2,550.00	0.94%
L. PROJECT COORDINATION & MANAGEMENT (ADMN)	56	\$9,920.00	\$305.00	\$0.00	\$10,225.00	3.77%
<b>SUBTOTAL ITEMS A THRU L - BASIC DESIGN SERVICES</b>	<b>1562</b>	<b>\$241,420.00</b>	<b>\$11,640.00</b>	<b>\$0.00</b>	<b>\$253,060.00</b>	<b>93.21%</b>
M. PERMIT APPLICATIONS (PRMT)	6	\$1,015.00	\$60.00	\$0.00	\$1,075.00	0.40%
N. ENVIRONMENTAL CLEARANCES (ENVR)	6	\$945.00	\$125.00	\$0.00 (2)	\$1,070.00	0.39%
O. FUNDING COORDINATION (FUND)	60	\$10,900.00	\$300.00	\$0.00	\$11,200.00	4.13%
P. PUBLIC INFORMATION MEETING (PIM)	32	\$4,770.00	\$325.00	\$0.00	\$5,095.00	1.88%
<b>SUBTOTAL ITEMS M THRU P - SUPPLEMENTAL DESIGN SERVICES</b>	<b>104</b>	<b>\$17,630.00</b>	<b>\$810.00</b>	<b>\$0.00</b>	<b>\$18,440.00</b>	<b>6.79%</b>
<b>GRAND TOTAL ITEMS A THRU P</b>	<b>1666</b>	<b>\$259,050.00</b>	<b>\$12,450.00</b>	<b>\$0.00</b>	<b>\$271,500.00</b>	<b>100.00%</b>

(1) Sewer televising services are not included. The City will provide videos for televised sewers within the project limits.

(2) Environmental services for a special waste screening, Preliminary Environmental Site Assessment (PESA), and Preliminary Site Investigation (PSI) are not included.

**Part 2 Final Design and Construction Contract Documents**

Project Element	Project Director \$195.00	Project Manager \$175.00	Water/Sewer Engineer \$175.00	Design Engineer \$140.00	PLS Engineer \$175.00	Design Technician \$140.00	Resident Engineer \$145.00	Clerical \$90.00	Total Hours	Total Salary
<b>A. PROJECT BASE SHEETS (PLOT)</b>										
1. Paving/storm sewer plan & profile sheets - 5700' = 15 sheets at 1"=20'.									0	\$0 00
2. Sanitary sewer plan & profile sheets - 1450' = 4 sheets at 1"=20'.									0	\$0 00
3. Water main plan & profile sheets - 5700' = 15 sheets at 1"=20'.						30			30	\$4,200 00
4. Water main service relocation plan sheets = 2 sheets at 1"=30'.						4			4	\$560 00
5. Cross section sheets - 5700' = 29 sheets at 5 xs/sheet.						14			14	\$1,960 00
<b>Total Hours Section A.</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>48</b>	<b>0</b>	<b>0</b>	<b>48</b>	
<b>Total Salaries Section A.</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$6,720.00</b>	<b>\$0.00</b>	<b>\$0.00</b>		<b>\$6,720.00</b>
<b>Average Salary Section A.</b>										<b>\$140.00</b>

Note:

- A1. Assumes pavement reconstruction on Jackson, Alley, Eastgate, Moore, Oakland Ct, Mercer, Grant, and Patterson.
- A1. Assumes new storm sewer on Jackson, Moore, Oakland Ct, Mercer, Grant between Taylor and the south alley, and Patterson north of Eastgate.
- A2. Assumes new sanitary sewer on Jackson and Mercer.
- A3. Assumes new water main on Jackson, Alley, Eastgate, Moore, Oakland Ct, Mercer, Grant, and Patterson north of Eastgate.
- A4. Assumes up to 50 back yard water services will be relocated in Phases 4 and 5. Two plan sheets were included in the scope for Phase 4.
- A5. Assumes cross sections will be provided at approximate 50' intervals along Jackson, Alley, Eastgate, Moore, Oakland Ct, Mercer, Grant, and Patterson.

**Part 2 Final Design and Construction Contract Documents**

Project Element	Project Director \$195.00	Project Manager \$175.00	Water/Sewer Engineer \$175.00	Design Engineer \$140.00	PLS Engineer \$175.00	Design Technician \$140.00	Resident Engineer \$145.00	Clerical \$90.00	Total Hours	Total Salary
<b>B. DESIGN STUDIES (DSGN)</b>										
1. Determine design criteria.		1	1						2	\$350.00
2. Define existing/proposed typical section elements.									0	\$0.00
3. Develop roadway H/V alignments.		16		12		12			40	\$6,160.00
4. Develop sanitary sewer H/V alignments.									0	\$0.00
5. Develop water main H/V alignments.			24	8					32	\$5,320.00
6. Develop water main service alignments for up to 31 properties.			16						16	\$2,800.00
7. Determine hardscape improvements for up to 50 properties.		16		16		16			48	\$7,280.00
8. Determine intersection geometry and elevations at 10 intersections. Determine sidewalk curb ramp geometry and elevations at 4 intersections.		24		24					48	\$7,560.00
9. Coordination with City for removal of back yard water services.		16	64						80	\$14,000.00
<b>Total Hours Section B.</b>	<b>0</b>	<b>73</b>	<b>105</b>	<b>60</b>	<b>0</b>	<b>28</b>	<b>0</b>	<b>0</b>	<b>266</b>	
<b>Total Salaries Section B.</b>	<b>\$0.00</b>	<b>\$12,775.00</b>	<b>\$18,375.00</b>	<b>\$8,400.00</b>	<b>\$0.00</b>	<b>\$3,920.00</b>	<b>\$0.00</b>	<b>\$0.00</b>		<b>\$43,470.00</b>
<b>Average Salary Section B.</b>										<b>\$163.42</b>

Note:

- B1. Applicable City and IDOT criteria will be used.
- B2. Assumes existing & proposed typical section information will be provided by City.
- B3. Develop existing H/V alignments for Jackson, Alley, Eastgate, Moore, Oakland Ct, Mercer, Grant, and Patterson.
- B3. Develop proposed profiles for Jackson, Alley, Eastgate, Moore, Oakland Ct, Mercer, Grant, and Patterson.
- B4. Assumes new sanitary sewer on Jackson and Mercer.
- B5. Assumes new water main on Jackson, Alley, Eastgate, Moore, Oakland Ct, Mercer, Grant, and Patterson north of Eastgate.
- B6. Assumes 31 properties in Phase 5.
- B7. Assumes landscape improvements will be determined by the City.
- B8. Assumes 10 intersections bounded by Jackson, Seville, Oakland, and Moore, excluding Jackson & Moore, Oakland & Patterson, and Oakland & Seville. Assumes curb ramps at Jackson & Mercer and 3 intersections on Oakland.
- B8. Assumes no new sidewalk locations.

**C. DRAINAGE DESIGN (DRNG)**

1. Develop storm sewer H/V alignments.									0	\$0.00
2. Determine/quantify drainage areas and compute discharges.									0	\$0.00
3. Compute inlet spacing requirements and size new storm sewer for capacity.									0	\$0.00
4. Design sump pump drain lines.									0	\$0.00
<b>Total Hours Section C.</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	
<b>Total Salaries Section C.</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>		<b>\$0.00</b>
<b>Average Salary Section C.</b>										<b>\$0.00</b>

Note:

- C1. Assumes new storm sewer on Jackson, Moore, Oakland Ct, Mercer, Grant between Taylor and the south alley, and Patterson north of Eastgate.
- C2. Design based on 5 year design storm frequency. Analysis locations limited to Moore from Oakland to Jackson, Jackson from Moore to Seville, Patterson from Eastgate to Jackson, Mercer from Oakland to Jackson, and Oakland Ct.
- C3. Use existing inlet locations as directed by the City. Analysis of inlet size and spacing locations limited to Moore from Oakland to Jackson, Jackson from Moore to Seville, Patterson from Eastgate to Jackson, Mercer from Oakland to Jackson, and Oakland Ct.
- C4. Sump pump drain lines to be considered for full blocks of curb & gutter replacement only.

**D. PAVEMENT DESIGN (PVMT)**

1. Proposed pavement design and typical section information to be provided by City.									0	\$0.00
<b>Total Hours Section D.</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	
<b>Total Salaries Section D.</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>		<b>\$0.00</b>
<b>Average Salary Section D.</b>										<b>\$0.00</b>

**Part 2 Final Design and Construction Contract Documents**

Project Element	Project Director \$195.00	Project Manager \$175.00	Water/Sewer Engineer \$175.00	Design Engineer \$140.00	PLS Engineer \$175.00	Design Technician \$140.00	Resident Engineer \$145.00	Clerical \$90.00	Total Hours	Total Salary
<b>E. ROADWAY LIGHTING DESIGN (RWL)</b>										
1. Existing lights are owned by Ameren and will be relocated by Ameren where necessary.									0	\$0.00
<b>Total Hours Section E.</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	
<b>Total Salaries Section E.</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>		<b>\$0.00</b>
<b>Average Salary Section E.</b>										<b>\$0.00</b>

<b>F. SEWER TELEVISIONING REVIEW (SWR)</b>										
1. Cursory review of sewer televising videos as necessary for design clarifications.									0	\$0.00
<b>Total Hours Section F.</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	
<b>Total Salaries Section F.</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>		<b>\$0.00</b>
<b>Average Salary Section F.</b>										<b>\$0.00</b>

Note:

F1. The City will provide videos for televised sewers within the project limits.

F1. Based on the proposed sanitary sewer improvements, videos of sewers and laterals will not be reviewed to determine pipe conditions. Recommendations for repair or replacement will not be developed.

<b>G. UTILITY ANALYSIS (UTIL)</b>										
1. Call for design locate. Coordinate with Utility Companies for utility mapping. Prepare database of utility owner contact information.					4				4	\$560.00
2. Plot utility locations from data furnished by Utility Companies and from field survey.				4		12			16	\$2,240.00
3. Analyze potential conflicts. Revise designs as possible to mitigate.		4	4	4					12	\$1,960.00
4. Coordinate with Utility Companies to request field locates.		1		1					2	\$315.00
5. Perform pick-up survey for utility locates (assume 2 trips).					8	8			16	\$2,520.00
6. Prepare Status of Utilities to be Adjusted.				6					6	\$840.00
7. Coordinate with Utility Companies for relocations of their facilities (assume 2 meetings).		4	4	4					12	\$1,960.00
8. Review Utility Company relocation plans and advise the City on issuing permits.		4	4	4					12	\$1,960.00
<b>Total Hours Section G.</b>	<b>0</b>	<b>13</b>	<b>12</b>	<b>27</b>	<b>8</b>	<b>20</b>	<b>0</b>	<b>0</b>	<b>80</b>	
<b>Total Salaries Section G.</b>	<b>\$0.00</b>	<b>\$2,275.00</b>	<b>\$2,100.00</b>	<b>\$3,780.00</b>	<b>\$1,400.00</b>	<b>\$2,800.00</b>	<b>\$0.00</b>	<b>\$0.00</b>		<b>\$12,355.00</b>
<b>Average Salary Section G.</b>										<b>\$154.44</b>

Note:

G. Assumes new water services will be installed by directional drilling and locates for utility services on private property will not be required during design.

G. Utility coordination to be by phone and email.

G4. Utility potholing is not included.

G7. Plans and status of utilities will be distributed by email.

**Part 2 Final Design and Construction Contract Documents**

Project Element	Project Director \$195.00	Project Manager \$175.00	Water/Sewer Engineer \$175.00	Design Engineer \$140.00	PLS Engineer \$175.00	Design Technician \$140.00	Resident Engineer \$145.00	Clerical \$90.00	Total Hours	Total Salary
<b>H. PLANS (PLAN)</b>										
1. Title sheet (sheet included in Phase 4).									0	\$0 00
2. General notes (additional hours - sheets included in Phase 4).		2	1	1		1			5	\$805 00
3. Highway standards and legend (sheet included in Phase 4).									0	\$0 00
4. Summary of quantities (additional hours - sheets included in Phase 4).		2		2		4			8	\$1,190 00
5. Schedule of quantities (2 sheets).		5	1	4		10			20	\$3,010 00
6. Existing typical sections (2 sheets).		3		3		6			12	\$1,785 00
7. Proposed typical sections (3 sheets).		8		8		12			28	\$4,200 00
8. Alignments and benchmarks (2 sheets @ 1" = 50').					12				12	\$2,100 00
9. Stage construction & maintenance of traffic plans (8 sheets).		12		12		24			48	\$7,140 00
10. Removal/relocation plans (8 DBL PNL plan sheets @ 1" = 20').		8		20		36			64	\$9,240 00
11. Paving plan & profile sheets (15 sheets @ 1" = 20').									0	\$0 00
12. Sanitary sewer plan & profile sheets (4 sheets @ 1" = 20').									0	\$0 00
13. Sanitary sewer service relocation plans (0 sheets).									0	\$0 00
14. Sanitary sewer details (additional hours - sheets included in Phase 4).									0	\$0 00
15. Sewer lining plans (0 sheets).									0	\$0 00
16. Water main plan & profile sheets (15 sheets @ 1" = 20').		16	72			152			240	\$36,680 00
17. Water main service relocation plans (2 sheets @ 1" = 30').			16			16			32	\$5,040 00
18. Water main details (additional hours - sheets included in Phase 4).			4			4			8	\$1,260 00
19. Storm water pollution prevention plans (2 sheets @ 1" = 50').									0	\$0 00
20. Pavement joint plans (0 sheets).									0	\$0 00
21. Intersection details (10 sheets @ 1" = 5').		28		46		46			120	\$17,780 00
22. Pavement marking & signing plans (1 sheet @ 1" = 40' and 1 detail sheet).		2		4		4			10	\$1,470 00
23. Miscellaneous details (additional hours - sheets included in Phase 4).		2		3		3			8	\$1,190 00
24. Cross sections (29 sheets).		36		69		76			181	\$26,600 00
25. QA review of plans (104 sheets).	12								12	\$2,340 00
26. Incorporate QA review comments.		3	3	4		6			16	\$2,450 00
27. Submit preliminary plans to City. Incorporate review comments.		8	4	4		16			32	\$4,900 00
28. Submit prefinal plans to City. Incorporate review comments.		3	3	4		6			16	\$2,450 00
29. Update final plans for revisions to IDOT documents after final plans have been approved.		2	2	2		2			8	\$1,260 00
30. Prepare final PDF plans for bidding.						2			2	\$280 00
<b>Total Hours Section H.</b>	<b>12</b>	<b>140</b>	<b>106</b>	<b>186</b>	<b>12</b>	<b>426</b>	<b>0</b>	<b>0</b>	<b>882</b>	
<b>Total Salaries Section H.</b>	<b>\$2,340.00</b>	<b>\$24,500.00</b>	<b>\$18,550.00</b>	<b>\$26,040.00</b>	<b>\$2,100.00</b>	<b>\$59,640.00</b>	<b>\$0.00</b>	<b>\$0.00</b>		<b>\$133,170.00</b>
<b>Average Salary Section H.</b>										<b>\$150.99</b>

Note:

- H. Assumes one set of bid documents for Phases 4 and 5.
- H4. Includes separation of quantities for sewer, water, and work on private property.
- H8. Assumes temporary easements will not be shown on the plans.
- H11. Assumes pavement reconstruction on Jackson, Alley, Eastgate, Moore, Oakland Ct, Mercer, Grant, and Patterson.
- H11. Assumes new storm sewer on Jackson, Moore, Oakland Ct, Mercer, Grant between Taylor and the south alley, and Patterson north of Eastgate.
- H12. Assumes new sanitary sewer on Jackson and Mercer.
- H13. Assumes back yard sanitary services will not be relocated in Phases 4 and 5.
- H15. Assumes sewer lining will be performed under the City's sewer lining contract instead of with this project.
- H16. Assumes new water main on Jackson, Alley, Eastgate, Moore, Oakland Ct, Mercer, Grant, and Patterson north of Eastgate.
- H17. Assumes up to 31 back yard water services will be relocated in Phase 5.
- H20. Notes for typical joint spacing in concrete base course will be included on proposed typical sections if necessary. Asphalt is the City's preferred pavement material.
- H30. Assumes electronic signatures will be used on the cover sheet.



**Part 2 Final Design and Construction Contract Documents**

Project Element	Project Director \$195.00	Project Manager \$175.00	Water/Sewer Engineer \$175.00	Design Engineer \$140.00	PLS Engineer \$175.00	Design Technician \$140.00	Resident Engineer \$145.00	Clerical \$90.00	Total Hours	Total Salary
<b>I. ESTIMATES (EST)</b>										
1. Pay item determination & quantity calculations.		12	12	48		60			132	\$19,320.00
2. Estimate of construction cost.		4	4	4					12	\$1,960.00
3. Estimate of construction time.		4		2					6	\$980.00
4. QA review of estimates.	2								2	\$390.00
5. Incorporate QA review comments.		4							4	\$700.00
<b>Total Hours Section I.</b>	<b>2</b>	<b>24</b>	<b>16</b>	<b>54</b>	<b>0</b>	<b>60</b>	<b>0</b>	<b>0</b>	<b>156</b>	
<b>Total Salaries Section I.</b>	<b>\$390.00</b>	<b>\$4,200.00</b>	<b>\$2,800.00</b>	<b>\$7,560.00</b>	<b>\$0.00</b>	<b>\$8,400.00</b>	<b>\$0.00</b>	<b>\$0.00</b>		<b>\$23,350.00</b>
<b>Average Salary Section I.</b>										<b>\$149.68</b>

Note:

- I. Assumes one set of bid documents for Phases 4 and 5.
- I1. Pay items to follow DOT format where possible.
- I1. Includes separation of quantities for sewer, water, and work on private property.
- I2. Includes cost estimates for sewer, water, and work on private property.

**J. SPECIAL PROVISIONS/PROPOSAL BOOKLET (SPEC)**

1. Technical specifications.		6	8	10					24	\$3,850.00
2. Front-end documents.		9	1						10	\$1,750.00
3. QA review of proposal book.	4								4	\$780.00
4. Incorporate QA review comments.		2	2	2					6	\$980.00
5. Submit preliminary proposal book to City. Incorporate review comments.		2	2	2					6	\$980.00
6. Submit prefinal proposal book to City. Incorporate review comments.		2	2	2					6	\$980.00
7. Update final proposal book for revisions to DOT documents after final proposal book has been approved.		2	1	1					4	\$665.00
8. Prepare final PDF proposal book for bidding (included in Phase 4).									0	\$0.00
<b>Total Hours Section J.</b>	<b>4</b>	<b>23</b>	<b>16</b>	<b>17</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>60</b>	
<b>Total Salaries Section J.</b>	<b>\$780.00</b>	<b>\$4,025.00</b>	<b>\$2,800.00</b>	<b>\$2,380.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>		<b>\$9,985.00</b>
<b>Average Salary Section J.</b>										<b>\$166.42</b>

Note:

- J. Assumes one set of bid documents for Phases 4 and 5.
- J1. Specifications to follow DOT format where possible.
- J2. City & IDOT front-end documents to be used.

**Part 2 Final Design and Construction Contract Documents**

Project Element	Project Director \$195.00	Project Manager \$175.00	Water/Sewer Engineer \$175.00	Design Engineer \$140.00	PLS Engineer \$175.00	Design Technician \$140.00	Resident Engineer \$145.00	Clerical \$90.00	Total Hours	Total Salary
<b>K. BIDDING ASSISTANCE (BID)</b>										
1. Advertisement for bids.									0	\$0 00
2. Attend prebid meeting.		1	1						2	\$350 00
3. Distribution of bid documents.									0	\$0 00
4. Address bidder questions and issue clarifications/addenda.		4	8						12	\$2,100 00
5. Attend bid opening (included in Phase 4).									0	\$0 00
6. Review bids and prepare tabulation of bids (included in Phase 4).									0	\$0 00
7. Prepare bid spreadsheets if required for project reporting (included in Phase 4).									0	\$0 00
<b>Total Hours Section K.</b>	<b>0</b>	<b>5</b>	<b>9</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>14</b>	
<b>Total Salaries Section K.</b>	<b>\$0.00</b>	<b>\$875.00</b>	<b>\$1,575.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>		<b>\$2,450.00</b>
<b>Average Salary Section K.</b>										<b>\$175.00</b>
Note:										
K. Assumes one set of bid documents for Phases 4 and 5.										
K1. Advertising to be performed by City.										
K3. Online distribution of bid documents to be performed by City. Paper copies of bid documents will not be distributed.										
K4. Bidder coordination to be performed by City.										
<b>L. PROJECT COORDINATION &amp; MANAGEMENT (ADMN)</b>										
1. Organization and setup of project work plan and files.									0	\$0 00
2. Design team kickoff meeting at Clark Dietz.									0	\$0 00
3. Project review meetings (8 Microsoft Teams meetings with City).			8	8					16	\$2,800 00
4. Preparation of meeting minutes (8 meetings).			6						6	\$1,050 00
5. General project administration (assume 16 months).	6	16							22	\$3,970 00
6. Progress verification and invoice preparation (assume 16 months).		12							12	\$2,100 00
<b>Total Hours Section L.</b>	<b>6</b>	<b>42</b>	<b>8</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>56</b>	
<b>Total Salaries Section L.</b>	<b>\$1,170.00</b>	<b>\$7,350.00</b>	<b>\$1,400.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>		<b>\$9,920.00</b>
<b>Average Salary Section L.</b>										<b>\$177.14</b>
<b>BASIC DESIGN SERVICES - ITEMS A THRU L</b>										
<b>SUBTOTAL HOURS - ITEMS A THRU L</b>	<b>24</b>	<b>320</b>	<b>272</b>	<b>344</b>	<b>20</b>	<b>582</b>	<b>0</b>	<b>0</b>	<b>1562</b>	
<b>SUBTOTAL SALARIES - ITEMS A THRU L</b>	<b>\$4,680.00</b>	<b>\$56,000.00</b>	<b>\$47,600.00</b>	<b>\$48,160.00</b>	<b>\$3,500.00</b>	<b>\$81,480.00</b>	<b>\$0.00</b>	<b>\$0.00</b>		<b>\$241,420.00</b>
<b>SUBTOTAL AVERAGE SALARY - ITEMS A THRU L</b>										<b>\$154.56</b>

**Part 2 Final Design and Construction Contract Documents**

Project Element	Project Director \$195.00	Project Manager \$175.00	Water/Sewer Engineer \$175.00	Design Engineer \$140.00	PLS Engineer \$175.00	Design Technician \$140.00	Resident Engineer \$145.00	Clerical \$90.00	Total Hours	Total Salary
<b>M. PERMIT APPLICATIONS (PRMT)</b>										
1. NPDES permit, form BDE 2342 (include in proposal book).		1		1					2	\$315.00
2. Prepare & submit sanitary sewer permit application to EPA.									0	\$0.00
3. Prepare & submit water main permit application to EPA.			4						4	\$700.00
<b>Total Hours Section M.</b>	<b>0</b>	<b>1</b>	<b>4</b>	<b>1</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>6</b>	
<b>Total Salaries Section M.</b>	<b>\$0.00</b>	<b>\$175.00</b>	<b>\$700.00</b>	<b>\$140.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>		<b>\$1,015.00</b>
<b>Average Salary Section M.</b>										<b>\$169.17</b>

Note:  
 M. Assumes one set of permits for Phases 4 and 5.  
 M. Assumes COE and IDNR permits will not be required.

<b>N. ENVIRONMENTAL CLEARANCES (ENVR)</b>										
1. ECOCAT submittal.			1	1					2	\$315.00
2. HPA submittal.			2	2					4	\$630.00
3. Special waste screening.									0	\$0.00
4. Preliminary Environmental Site Assessment (PESA).									0	\$0.00
5. Preliminary Site Investigation (PSI).									0	\$0.00
<b>Total Hours Section N.</b>	<b>0</b>	<b>0</b>	<b>3</b>	<b>3</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>6</b>	
<b>Total Salaries Section N.</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$525.00</b>	<b>\$420.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>		<b>\$945.00</b>
<b>Average Salary Section N.</b>										<b>\$157.50</b>

Note:  
 N. Assumes no right-of-way acquisition.  
 N1. Assumes no biological or wetland issues and no required remediation.  
 N2. Assumes no cultural or historic issues and no required remediation.  
 N3. Assumes no special waste screening for a project with local administration.  
 N4. Assumes no PESA for a project with local administration.  
 N5. Assumes no PSI for a project with local administration.

<b>O. FUNDING COORDINATION (FUND)</b>										
1. Assumed American Rescue Plan Act (ARPA) funding with local administration.	20	20	20						60	\$10,900.00
<b>Total Hours Section O.</b>	<b>20</b>	<b>20</b>	<b>20</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>60</b>	
<b>Total Salaries Section O.</b>	<b>\$3,900.00</b>	<b>\$3,500.00</b>	<b>\$3,500.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>		<b>\$10,900.00</b>
<b>Average Salary Section O.</b>										<b>\$181.67</b>

Note:  
 O1. Assumed contingency due to final Treasury ruling being undetermined.

**Part 2 Final Design and Construction Contract Documents**

Project Element	Project Director \$195.00	Project Manager \$175.00	Water/Sewer Engineer \$175.00	Design Engineer \$140.00	PLS Engineer \$175.00	Design Technician \$140.00	Resident Engineer \$145.00	Clerical \$90.00	Total Hours	Total Salary
<b>P. PUBLIC INFORMATION MEETING (PIM)</b>										
1. Facility arrangement (included in Phase 4).									0	\$0.00
2. Exhibit preparation.		1	4	4		6			15	\$2,275.00
3. Prepare informational handout.		1	2	1				2	6	\$845.00
4. Prepare public notice (included in Phase 4).									0	\$0.00
5. Meeting setup & attendance for 1 meeting.		1	1	1					3	\$490.00
6. Summary of comments & responses.		2	2	2				2	8	\$1,160.00
<b>Total Hours Section P.</b>	<b>0</b>	<b>5</b>	<b>9</b>	<b>8</b>	<b>0</b>	<b>6</b>	<b>0</b>	<b>4</b>	<b>32</b>	
<b>Total Salaries Section P.</b>	<b>\$0.00</b>	<b>\$875.00</b>	<b>\$1,575.00</b>	<b>\$1,120.00</b>	<b>\$0.00</b>	<b>\$840.00</b>	<b>\$0.00</b>	<b>\$360.00</b>		<b>\$4,770.00</b>
<b>Average Salary Section P.</b>										<b>\$149.06</b>
Note:										
P. Phases 4 and 5 will be combined at one Public Information Meeting.										
P1. Facility costs to be paid by City.										
P4. City to send public notice to residents near project limits and other interested persons. Public notice advertising costs to be paid by City.										
<b>SUPPLEMENTAL DESIGN SERVICES - ITEMS M THRU P</b>										
<b>SUBTOTAL HOURS - ITEMS M THRU P</b>	<b>20</b>	<b>26</b>	<b>36</b>	<b>12</b>	<b>0</b>	<b>6</b>	<b>0</b>	<b>4</b>	<b>104</b>	
<b>SUBTOTAL SALARIES - ITEMS M THRU P</b>	<b>\$3,900.00</b>	<b>\$4,550.00</b>	<b>\$6,300.00</b>	<b>\$1,680.00</b>	<b>\$0.00</b>	<b>\$840.00</b>	<b>\$0.00</b>	<b>\$360.00</b>		<b>\$17,630.00</b>
<b>SUBTOTAL AVERAGE SALARY - ITEMS M THRU P</b>										<b>\$169.52</b>
<b>TOTAL DESIGN SERVICES - ITEMS A THRU P</b>										
<b>GRAND TOTAL HOURS - ITEMS A THRU P</b>	<b>44</b>	<b>346</b>	<b>308</b>	<b>356</b>	<b>20</b>	<b>588</b>	<b>0</b>	<b>4</b>	<b>1666</b>	
<b>GRAND TOTAL SALARIES - ITEMS A THRU P</b>	<b>\$8,580.00</b>	<b>\$60,550.00</b>	<b>\$53,900.00</b>	<b>\$49,840.00</b>	<b>\$3,500.00</b>	<b>\$82,320.00</b>	<b>\$0.00</b>	<b>\$360.00</b>		<b>\$259,050.00</b>
<b>GRAND TOTAL AVERAGE SALARY - ITEMS A THRU P</b>										<b>\$155.49</b>

**Part 2 Final Design and Construction Contract Documents**

Project Element	Mileage	Miscellaneous	Reproduction	Telephone	Postage	Supplies	CADD	Totals
A. PROJECT BASE SHEETS (PLOT)	\$0.00	\$0.00	\$10.00	\$0.00	\$0.00	\$0.00	\$960.00	\$970.00
B. DESIGN STUDIES (ALGN)	\$0.00	\$0.00	\$25.00	\$25.00	\$0.00	\$0.00	\$560.00	\$610.00
C. DRAINAGE DESIGN (DRNG)	\$0.00	\$0.00	\$15.00	\$25.00	\$0.00	\$0.00	\$0.00	\$40.00
D. PAVEMENT DESIGN (PVMT)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
E. ROADWAY LIGHTING DESIGN (RWL)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
F. SEWER TELEVISION REVIEW (SWR)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
G. UTILITY ANALYSIS (UTIL)	\$130.00	\$0.00	\$100.00	\$50.00	\$0.00	\$0.00	\$240.00	\$520.00
H. PLANS (PLAN)	\$0.00	\$0.00	\$150.00	\$25.00	\$0.00	\$0.00	\$7,520.00	\$7,695.00
I. ESTIMATES (EST)	\$0.00	\$0.00	\$50.00	\$25.00	\$0.00	\$0.00	\$1,200.00	\$1,275.00
J. SPECIAL PROVISIONS/PROPOSAL BOOKLET (SPEC)	\$0.00	\$0.00	\$100.00	\$25.00	\$0.00	\$0.00	\$0.00	\$125.00
K. BIDDING ASSISTANCE (BID)	\$0.00	\$0.00	\$75.00	\$25.00	\$0.00	\$0.00	\$0.00	\$100.00
L. PROJECT COORDINATION & MANAGEMENT (ADMN)	\$80.00	\$0.00	\$100.00	\$75.00	\$50.00	\$0.00	\$0.00	\$305.00
M. PERMIT APPLICATIONS (PRMT)	\$0.00	\$0.00	\$25.00	\$25.00	\$10.00	\$0.00	\$0.00	\$60.00
N. ENVIRONMENTAL CLEARANCES (ENVR)	\$0.00	\$0.00	\$25.00	\$25.00	\$15.00	\$60.00	\$0.00	\$125.00
O. FUNDING COORDINATION (FUND)	\$100.00	\$0.00	\$125.00	\$50.00	\$25.00	\$0.00	\$0.00	\$300.00
P. PUBLIC INFORMATION MEETING (PIM)	\$40.00	\$0.00	\$100.00	\$25.00	\$0.00	\$40.00	\$120.00	\$325.00
<b>TOTALS</b>	<b>\$350.00</b>	<b>\$0.00</b>	<b>\$900.00</b>	<b>\$400.00</b>	<b>\$100.00</b>	<b>\$100.00</b>	<b>\$10,600.00</b>	<b>\$12,450.00</b>

Part 3 Land Acquisition Documents

Project Element	LABOR HOURS	SALARY	EXPENSES	OUTSIDE SERVICES	TOTAL	PERCENT OF TOTAL
A. LAND ACQUISITION (ROW)	258	\$39,865.00	\$3,225.00	\$0.00	\$43,090.00	100.00%
TOTALS	258	\$39,865.00	\$3,225.00	\$0.00	\$43,090.00	100.00%



**Part 3 Land Acquisition Documents**

Project Element	Project Director \$195.00	Project Manager \$175.00	Water/Sewer Engineer \$175.00	Design Engineer \$140.00	PLS Engineer \$175.00	Design Technician \$140.00	Survey Technician \$140.00	Clerical \$90.00	Total Hours	Total Salary
<b>A. LAND ACQUISITION (ROW)</b>										
1. Coordinate with project manager for proposed easements.		2			2				4	\$700 00
2. Order title letters (assume 62 TE parcels).					4				4	\$700 00
3. Obtain and review subdivision plats, surveys, and monument records.					8				8	\$1,400 00
4. Define proposed TE lines in CADD (12 TE).					4	2			6	\$980 00
5. Develop base plat files (62 TE).					28	149			177	\$25,760 00
6. Create legal descriptions (62 TE).					59				59	\$10,325 00
7. Preliminarily TE staking.									0	\$0 00
<b>Total Hours Section A.</b>	<b>0</b>	<b>2</b>	<b>0</b>	<b>0</b>	<b>105</b>	<b>151</b>	<b>0</b>	<b>0</b>	<b>258</b>	
<b>Total Salaries Section A.</b>	<b>\$0.00</b>	<b>\$350.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$18,375.00</b>	<b>\$21,140.00</b>	<b>\$0.00</b>	<b>\$0.00</b>		<b>\$39,865.00</b>
<b>Average Salary Section A.</b>										<b>\$154.52</b>

Note:

- A. Assumes 62 temporary easement (TE) parcels - 12 for various locations and 50 for removal of back yard water services. Assumes the entire parcel area will be TE for removal of back yard water services.
- A. Assumes that permanent easements and proposed right-of-way are not required.
- A. Assumes that right-of-way or easement vacation documents will not be prepared.
- A2. The fee for the title letters will be billed directly to the City.
- A4. Assumes the entire parcel area will be TE for removal of back yard water services (50 TE).
- A6. Assumes that all parcels are in platted and recorded subdivisions.
- A7. Preliminary staking is not included.

Part 3 Land Acquisition Documents

Project Element	Mileage	Reproduction	Telephone	Postage	Survey	(1) Documents	CADD	Totals
A. LAND ACQUISITION (ROW)	\$50.00	\$135.00	\$10.00	\$10.00	\$0.00	\$0.00	\$3,020.00	\$3,225.00
<b>TOTALS</b>	<b>\$50.00</b>	<b>\$135.00</b>	<b>\$10.00</b>	<b>\$10.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$3,020.00</b>	<b>\$3,225.00</b>

(1) The fee for the title letters will be billed directly to the City.

Part 4 Construction Support Services

Project Element	LABOR HOURS	SALARY	EXPENSES	OUTSIDE SERVICES	TOTAL	PERCENT OF TOTAL
A. PHASE 3 CONSTRUCTION OBSERVATION	0	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
B. PHASE 4/5 CONSTRUCTION OBSERVATION	0	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
<b>TOTALS</b>	0	\$0.00	\$0.00	\$0.00	\$0.00	0.00%

**Part 4 Construction Support Services**

Project Element	Project Director \$195.00	Project Manager \$175.00	Water/Sewer Engineer \$175.00	Design Engineer \$140.00	PLS Engineer \$175.00	Design Technician \$140.00	Resident Engineer \$145.00	Clerical \$90.00	Total Hours	Total Salary
<b>A. PHASE 3 CONSTRUCTION OBSERVATION</b>										
1. Construction support services are not included.									0	\$0.00
Total Hours Section A.	0	0	0	0	0	0	0	0	0	
Total Salaries Section A.	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00
Average Salary Section A.										\$0.00
<b>B. PHASE 4/5 CONSTRUCTION OBSERVATION</b>										
1. Construction support services are not included.									0	\$0.00
Total Hours Section B.	0	0	0	0	0	0	0	0	0	
Total Salaries Section B.	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00
Average Salary Section B.										\$0.00
<b>CONSTRUCTION SUPPORT SERVICES - ITEMS A THRU B</b>										
TOTAL HOURS - ITEMS A THRU B	0	0	0	0	0	0	0	0	0	
TOTAL SALARIES - ITEMS A THRU B	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00
TOTAL AVERAGE SALARY - ITEMS A THRU B										\$0.00

**Part 4 Construction Support Services**

Project Element	Mileage	Reproduction	Telephone	Postage	Supplies	Overtime Premium	CADD	Totals
A. PHASE 3 CONSTRUCTION OBSERVATION								\$0.00
B. PHASE 4/5 CONSTRUCTION OBSERVATION								\$0.00
<b>TOTALS</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>



## REGULAR AGENDA ITEM NO. 9.F

**FOR COUNCIL:** October 25, 2021

**SPONSOR:** Public Works Department

**WARD IMPACTED:** Ward 1, Ward 4, Ward 6

**SUBJECT:** Consideration and action on 1) an Ordinance Amending the Budget Ordinance for the Fiscal Year Ending April 30, 2022, to Increase the Sanitary Sewer Fund Budget by \$580,117 and the Storm Water Fund Budget by \$580,118, and 2) approval of a Contract with Baxter and Woodman, Inc., for professional engineering services for the hydraulic modeling and design of the East Street Basin and associated sewer system, in the amount not to exceed \$1,160,235, as requested by the Public Works Department.

**RECOMMENDED MOTION:**

The proposed Ordinance and Contract be approved.

**STRATEGIC PLAN LINK:**

- Goal 5. Great Place - Livable, Sustainable City
- Goal 2. Upgrade City Infrastructure and Facilities

**STRATEGIC PLAN SIGNIFICANCE:**

- Objective 5e. More attractive city: commercial areas and neighborhoods
- Objective 5d. Appropriate leisure and recreational opportunities responding to the needs of residents
- Objective 5c. Incorporation of "Green Sustainable" concepts into City's development and plans
- Objective 5b. City decisions consistent with plans and policies
- Objective 5a. Well-planned City with necessary services and infrastructure
- Objective 2c. Functional, well maintained sewer collection system

**BACKGROUND:** Public Works is recommending the approval of a Contract with Baxter and Woodman, Inc., for professional engineering services for the hydraulic modeling and design of the East Street Basin and associated sewer system, in the amount not to exceed \$1,160,235.

Baxter and Woodman's proposed scope of work includes:

- ❖ Project Coordination and Data Collection
  - Project Management, Project Meetings and Public Involvement, Collection of Existing Data, Sewer System Inventory Analysis, Topographic Survey, Site Visits for Designers, Utility Locates and Coordination, Environmental Investigation, and Geotechnical Investigation
- ❖ Sewer System Assessment
  - Drainage Analysis, Alternatives Analysis, Landscape Site Design, and Summary Memorandum
- ❖ Preliminary Design



- Storm water Calculations, Evaluate Alternatives, Preliminary Design Documents, Preliminary Engineer's Opinion of Probable Cost, Peer and Constructability Reviews, and Deliverables
- ❖ Final Design
  - Detailed Engineering, Maintenance of Traffic and Construction Staging, Structural Design, Electrical, Mechanical, and Automation Design, Contract Documents, Easement and Plat Work, Quality Control Reviews, Permits and Agency Coordination, Final Engineer's Opinion of Probable Cost, and Deliverables
- ❖ Assistance During Bidding
  - Bid Advertisement and Bid Opening

Detailed information concerning each item of above is contained in consultant's Scope of Services/Work Provided.

Baxter and Woodman intends to utilize the following subconsultants:

- ❖ **Upland Design Ltd.:** Woman-Owned Business Enterprise - Landscape Architect that will prepare the conceptual design options during the analysis, then perform detailed design of "park" surface treatments of the basin.
- ❖ **Rubino Engineering Inc.:** Woman-Owned Business Enterprise - Geotechnical Engineer that will perform pavement cores and soil borings, as well as perform geotechnical analysis of the in-situ soils.
- ❖ **True North Consultants:** Environments Scientists who will perform an environmental assessment of the basin site.
- ❖ **Hoerr Construction Inc.:** Contractor who will clean and televise the sewers included in the sewer assessment.
- ❖ **Dukes Root Control, Inc.:** Contractor who will perform existing structure condition assessment.

The Woman-Owned Business Enterprise participation for this contract is 13.4 percent.

### Summary of Work Outcome

The goal of the consultant's services is to determine the drainage basin volume and capacities required to mitigate flooding in the vicinity of the proposed basin. Two proposed condition alternatives will be developed, one for the first phase of the East Street Basin south of the Bloomington Public Library and east of East Street, and one for a potential future expansion of the basin to the west to the Main Street (U.S. 51 Business) bridge. A large, 60-inch combined sanitary and storm sewer pipe runs through the middle of the proposed basin site. An analysis will be performed to determine the upstream improvements necessary to bring enough storm water to the East Street Basin during a 10-year storm event and separate the upstream sewers to allow only storm water to enter the basin. Upstream sewer work will explore the use of green infrastructure (i.e. bioswales, raingardens, etc.) where possible.

The site of the proposed basin is approximately four acres. The consultant will evaluate the possibilities of the basin permanently holding a normal pool of water or whether it would be best to have it be a dry basin or a combination of the two. Their work will also investigate the implementation of automated controls to draw down the storm water detention facility ahead of predicted storm events.

The proposed basin will primarily serve as a storm water holding facility to mitigate flooding in the vicinity of the basin. However, the consultant will explore opportunities to enhance the basin into a park-like setting that could include a walking path with lights, natural stone-out cropping, a pavilion or gazebo, park benches, picnic tables, trash cans, and signage. The walking path could connect to the adjacent Constitution Trail and give trail users a place to visit along their journey. Landscape site design will also include vegetation design including trees, shrubs, and native plantings. Potential water features will also be explored that could include a fountain to aerate the normal pool of water if it is determined the basin will permanently contain water. Another feature that will also be explored is a stone water fall that could use recirculated water from the basin. The consultant will also explore the possibility of a concrete retaining wall with railing on the north end of the basin that could serve the purpose of allowing for greater basin volume (i.e., vertical wall face vs. a sloped ground) as well as allow for citizens visiting the Bloomington Public Library or the basin to view the enhanced park-like setting.

**Project Schedule:**

Notice to Proceed	November 2021
Conceptual Design Presentation	Spring 2022
Final Design/Bidding	Spring 2023

Public Works is recommending selection of a qualified vendor from the Multi-Year Professional Architectural and Engineering Services RFQ 2019-34, Utility category. Through Resolution 2019-34, the City Council approved a list of prequalified vendors for Architectural and Engineering Services. Resolution 2019-34 established eight categories of services and identified qualified vendors to provide services in each category. City staff reviewed the nine engineering firms under the Utility category, which is the key design service of the project as described above, and determined Baxter and Woodman to be the most qualified firm to do the work. Based on Baxter and Woodman’s selection under RFQ 2019-34 and their experience with hydraulic modeling and design of similar sized projects along with their staff’s familiarity with the City of Bloomington sewer system, Baxter and Woodman was asked to submit a proposal for scope and fees associated with performing hydraulic modeling and design of the East Street Basin and associated sewer system. The vendor chosen for this project utilized a qualifications-based selection process and, therefore, the City’s local preference policy does not apply.

**COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED:** A public meeting will be held during the development of the concept designs for the East Street Basin and associated sewer system improvements. The consultant will prepare a purpose and need video utilizing drone footage, infographics, and professional media production to effectively convey location, purpose, need and facts regarding the project. A multi-media video of the preferred basin alternative utilizing advanced techniques such as digital 3D simulations and blended virtual visualizations will be shown to the public to provide a detailed depiction of the proposed improvements.

**FINANCIAL IMPACT:** If approved, the not to exceed amount of \$1,160,235 will be utilized from funds received via the American Rescue Plan Act (ARPA).

The amounts will be paid out of the sanitary sewer and storm water funds as follows:

1. Sanitary Sewer-Architectural & Engineering Services for Capital (51101100-70051-75000) for \$580,117.
2. Storm Water-Architectural & Engineering Services for Capital (53103100-70051-75000) for \$580,118.

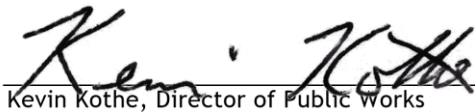
Please see the attached Exhibit for the account details on the budget amendment.

**COMMUNITY DEVELOPMENT IMPACT:** Goal UEW-1. Provide quality public infrastructure within the City to protect public health, safety and the environment, Objective UEW-1.7 Reliable and efficient collections systems (sanitary sewer, combined sewer, and storm sewer systems) to protect public health, safety and the environment; Goal HL-1. Create a park and green space system that provides for a variety of active and passive recreational and wellness activities for current and future residents, Objective HL-1.3 Enhance the walking, jogging and bike trails system; Goal NE-2 Create a park and green space system that protects the environment and provides for a variety of active and passive recreational activities for current and future residents of Bloomington, Objective NE-2.2 Encourage the use of native prairie plantings.

Respectfully submitted for Council consideration.

Prepared by: Craig Shonkwiler, City Engineer

Reviewed by:



Kevin Kothe, Director of Public Works

10/11/2021



Carla Murillo, Procurement Manager

10/12/2021



Chris Tomerlin, Budget Manager

10/15/2021



Jeffrey R. Jurgens, Corporation Counsel

10/18/2021



Tara Henry, Legislative Assistant & Records Manager

10/21/2021

**Attachments:**

- PW 5B Ordinance\_East Street Basin Hydraulic Modeling and Design
- PW 5C Ordinance Exhibit\_East Street Basin Hydraulic Modeling and Design
- PW 5D Contract\_East Street Basin Hydraulic Modeling and Design 10252021
- PW 5E Location Map\_East Street Basin Hydraulic Modeling and Design 10252021

**ORDINANCE NO. 2021 - \_\_\_\_**

**AN ORDINANCE AMENDING THE BUDGET ORDINANCE  
FOR THE FISCAL YEAR ENDING APRIL 30, 2022**

WHEREAS, on April 12, 2021, by Ordinance Number 2021-24, the City of Bloomington passed a Budget and Appropriation Ordinance for the Fiscal Year Beginning May 1, 2021, and Ending April 30, 2022, City of Bloomington, which Ordinance was approved by Mayor Tari Renner on April 14th, 2021; and

WHEREAS, a Budget Amendment is needed amending the Fiscal Year 2022 Budget, in the amount of \$1,160,235 for professional engineering services for the hydraulic modeling and design of the East Street Basin and associated sewer systems requested by the Public Works Department.

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

Section One: Ordinance Number 2021-24 (the Budget and Appropriation Ordinance for the Fiscal Year Ending April 30, 2022) is further hereby amended by inserting the following line items and amount presented in the Exhibit and in the appropriate place in said Ordinances.

Section Two: Except as provided for herein, Ordinance Number 2021-24 shall remain in full force and effect, provided, that any budgeted or appropriated amounts which are changed by reason of the amendments made in Section One of this Ordinance shall be amended in Ordinance Number 2021-24.

Section Three: This Ordinance shall be in full force and effect upon its passage and approval and publication as required by law.

PASSED this 25th day of October 2021.

APPROVED this \_\_\_\_ day of October 2021.

**CITY OF BLOOMINGTON**

**ATTEST**

\_\_\_\_\_  
Mboka Mwilambwe, Mayor

\_\_\_\_\_  
Leslie Smith-Yocum, City Clerk

**FY 2022 Budget Amendment-Exhibit**

<b>Account #</b>	<b>Fund</b>	<b>Account Description</b>	<b>Amount</b>	<b>Comments</b>
51101100-53110-75000	Sanitary Sewer	Federal Grant	\$ (580,117.00)	American Relief Plan Act Funds
51101100-70051-75000	Sanitary Sewer	Architectural & Engineering Services for Capital	\$ 580,117.00	
53103100-53110-75000	Storm Water	Federal Grant	\$ (580,118.00)	American Relief Plan Act Funds
53103100-70051-75000	Storm Water	Architectural & Engineering Services for Capital	\$ 580,118.00	
<b>Net Transaction:</b>			<b>\$ -</b>	

**CITY OF BLOOMINGTON CONTRACT WITH  
BAXTER AND WOODMAN, INC.  
FOR PROFESSIONAL SERVICES FOR  
EAST STREET BASIN HYDRAULIC MODELING & DESIGN**

**THIS AGREEMENT**, dated this 25th day of October \_\_\_\_\_, 2021, is between the City of Bloomington (hereinafter "CITY") and BAXTER AND WOODMAN, 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: Not applicable

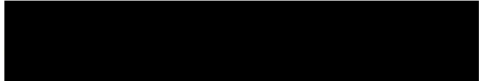
Notwithstanding anything herein, the provisions in Sections 7 and 12 shall survive termination.

**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


BAXTER AND WOODMAN, INC.

By: \_\_\_\_\_  
Its City Manager

  
By: Sean E. O'Dell, P.E.  
Its Vice President

ATTEST:

By: \_\_\_\_\_  
City Clerk

  
By: Barbara Tobin  
Its Deputy Secretary

## EXHIBIT A

### SCOPE OF SERVICES/WORK PROVIDED

1. PROJECT COORDINATION AND DATA COLLECTION – *This task includes project management and coordination efforts, meetings with City staff, residents, and elected officials, and collection of necessary data to perform the engineering analysis and design.*
  - 1.1. PROJECT MANAGEMENT
    - A. Plan, schedule, and control activities to complete the Project. These activities include but are not limited to budget, schedule, and scope.
    - B. Submit a monthly status report via email describing tasks completed the previous month and outlining goals for the subsequent month.
  - 1.2. PROJECT MEETINGS & PUBLIC INVOLVEMENT
    - A. Conduct a Project kick-off meeting with OWNER's staff and the Project team to establish clear lines of communication, introduce OWNER staff to the team members, and establish the OWNER's detailed needs, objectives, and goals for the Project.
    - B. The meeting will also be used to obtain information, drawings, plans, atlases, and other data to be supplied by the OWNER, and set schedules and guidelines for future design meetings.
    - C. Conduct meetings with staff at times during the design of the Project to clarify staff wishes, design questions, and/or construction methods.
    - D. Design meetings will normally consist of one preliminary "red line" meeting, where the initial layout of the storm sewer facility improvements are approved prior to design drawing preparation, one meeting at approximately 30 percent completion, one at 60 percent completion, and one final meeting at 90 percent completion.
    - E. Prepare advertisement, exhibits, handouts, and attend two (2) Public Meetings to present the design; one at the completion of conceptual design, and one prior to construction. Prepare meeting minutes to document public comments.
    - F. Present the Study and Recommended Improvements to the OWNER at one (1) Council meeting.
    - G. Develop social media content for the OWNER to use on existing Facebook and Twitter outlets. Develop content to coincide with event notices. Provide a schedule for the OWNER to post at appropriate dates prior to the events.
    - H. Virtual Content: Prepare Digital Content designed for the purpose of immersive public engagement through website, social media, stakeholder meetings and public informational meetings.
      - 1) Purpose & Need Video: A multi-media creation utilizing drone footage, infographics, and professional media production to effectively convey location, purpose, need and facts regarding the project.
      - 2) Preferred Alternative Video: A multi-media video utilizing advanced techniques including the combination of infographics, digital 3D assets, simulations and blended virtual visualizations to provide detailed depiction of the proposed improvements.

### 1.3. COLLECT EXISTING DATA

- A. Obtain, review, and evaluate the following information provided by the OWNER for use in design:
  - 1) Existing drawings, plans, atlases, plats, and reports.
  - 2) Previously completed studies and models.
  - 3) Relevant OWNER planning documents.
  - 4) Available GIS data and aerial photography.
- B. Create lists of missing or conflicting data.

### 1.4. SEWER INVENTORY ANALYSIS

- A. Sewer Evaluation - Internal Sewer Television Inspections Review - The sewer televising will be performed by a certified PACP televising subcontractor. In order to effectively determine the structural condition of the pipe with CCTV inspection, the majority of the interior of the pipe needs to be visible during the inspection. Debris and roots are removed prior to televising using a high powered water jet and cutting blade. It is anticipated that heavy cleaning of the sewers will not be required. However, we have included up to 10 ten hours of heavy cleaning as necessary. A review of the videos and written logs of the internal sewer inspections will be performed to identify the general condition of the sewer and building lateral connections, location and severity of defects, and existence of excessive I/I sources. It is anticipated that the scope of the sewer evaluation will be as follows:
  - 1) 36-inch diameter - 659 ft.
  - 2) 48-inch diameter - 178 ft.
  - 3) 60-inch diameter - 3,259 ft.
  - 4) 66-inch diameter - 1,422 ft.
- B. Sewer Structure Evaluation - Manhole Inspections - Manhole assessments include a detailed inspection of the materials and condition of each structure using an Ibak Panoramo 360 SI Camera. The equipment records a 360 degree video from the top of the manhole to the bottom. This methodology complies with the National Association of Sewer Service Companies (NASSCO) standards for their Level 2 Manhole Assessment and Certification Program (MACP). A condition assessment is then completed from the videos and field measurements which contains the following information: (1) the material type and condition of each component of the manhole; (2) potential I/I sources or evidence of leakage within the manhole; and (3) identification of the orientation and sizes of all pipes connected to the manhole. This electronic inspection allows for integration directly into a GIS program.
- C. Complete a summary memorandum summarizing the findings of the sewer and structure evaluation and concerns for project design.

### 1.5. TOPOGRAPHIC SURVEY

- A. Perform topographic survey of the Project limits features in order to develop base sheets for Project plan drawings. State plane coordinates and NAVD 88 are used for horizontal and vertical controls.
- B. Right of Way: Field-locate existing property corners and utilize available tax parcel information to establish an approximate right-of-way.
- C. Topographic survey will include the ~4 acre site of the proposed East Street Pond, and up to 6,800 linear feet of public Right of Way along proposed storm sewer routes.

- D. Develop base sheets of natural and man-made features from topographic survey data, including creating lists of deficient items for clarification at future site visits.
- E. Collect drainage structure condition, inverts, size, and flow direction; critical ground elevations to determine overland flow depths; and lowest opening elevations of residential structures (as applicable) within low-lying areas.

#### 1.6. SITE VISITS FOR DESIGNERS

- A. Conduct site visits to familiarize the designer(s) with the sites, clarify any discrepancies on the Drawings, and identify the horizontal and vertical alignment of the storm sewer pipe.
- B. Walk the proposed improvement routes with staff to: resolve deficient/questionable items from the topographic survey; evaluate the condition of existing pavements, drainage structures, sidewalk (ADA), and curb and gutter; confirm the horizontal and vertical alignment of new pipeline; identify installation methods; identify areas conducive for contractor staging; identify parkway features to be protected, and evaluate restoration options.
- C. Prepare guidelines for protection of parkway features/trees, traffic control, construction staging, and restoration for the OWNER's use in communicating with residents, and for use during detailed design.

#### 1.7. UTILITY LOCATES & COORDINATION

- A. Complete a Design Stage Request with JULIE, which consists of obtaining names and phone numbers of utilities located within the work area.
- B. Obtain names and phone numbers of all utilities located within the work area. Contact utilities, obtain atlases where available, and provide preliminary plan sheets to utility companies for their markup and return.
- C. Record and maintain documentation of communications with utilities.

#### 1.8. ENVIRONMENTAL INVESTIGATION - Arrange for an environmental sub-consultant to perform a Phase 2 Environmental Assessment.

#### 1.9. GEOTECHNICAL INVESTIGATION

- A. Arrange for a geotechnical sub-consultant to make pavement cores and/or soil borings, collect and analyze soil samples, determine groundwater levels, and prepare a written report.
- B. Pavement Cores of the surface, and base material along the public Right of Way, for determining the composition of the existing pavement material within the Project limits. Baxter & Woodman will provide a boring and core location map prior to this work. (15 cores and 15 borings at approximately 25' deep are estimated)
- C. Collect 15-foot soil borings within the foot print of the proposed pond and obtain topsoil thicknesses at select locations. Number and location of borings will be determined by the Environmental Assessment, and are required for testing the soil for contaminants. Provide analysis and recommendations as appropriate for the Project. (25 borings are anticipated)
- D. Structural Borings: Collect one 50-foot structural boring at each proposed inlet and outlet control structure location. (6 borings estimated)

2. ENGINEERING ANALYSIS - *This task will include the hydrologic and hydraulic analysis of the proposed detention facility, and the required upstream sewer improvements required to convey stormwater to the proposed detention facility – in both the first phase of the basin on the east side of East Street, and the possible future phase of an additional basin on the west side of East Street. Additionally, this task will include a conceptual site plan, prepared by a Landscape Architect, providing park-like amenities for the basin site; the conceptual plan will include an inclusive list of recommended amenities.*

#### 2.1 EXISTING CONDITIONS ASSESSMENT

- A. Identify and document conditions of existing infrastructure that is part of and/or related to the system to be assessed.
- B. DRAINAGE ANALYSIS – Perform a hydrologic analysis of subject watershed to define sub-watersheds, flow routes, runoff rates, and depressional areas. Perform a hydraulic analysis to determine detention volume and capacities of existing and proposed storm sewers required to mitigate flooding.
- C. MODEL CALIBRATION – Compare model flows/elevations to observed flows/elevations for known events. Adjust existing conditions model inputs if necessary.
- D. Update the existing XPSWMM (and possibly convert to InfoSWMM or ICM1) with new Bulletin 75 rainfall data, and the best data available from the June 2021 storm event.
- E. Expand the model to include sufficient detail to:
  - 1) Determine upstream improvements necessary to bring enough stormwater to the East Street Basin during a 10 year storm event;
  - 2) Determine the detailed design criteria of the inlet and outlet control structures;
  - 3) Determine the upstream improvements necessary to bring enough stormwater to the expanded East Street Basin (expanded to the west side of East Street) during a 10 year storm event; and
  - 4) Determine the detailed design criteria of the inlet and outlet control structures for the expanded basin.

#### 2.2 ALTERNATIVES ANALYSIS

- A. Develop design criteria to clearly identify the goal(s) of the proposed improvements.
- B. Develop two (2) proposed condition alternatives to address the identified project needs; one for the first phase East Street Basin, and one for a potential future phase. Concept plans will be prepared for each.
- C. Determine if the proposed improvements can be designed and constructed using alternate methods or materials to reduce construction, and operation and maintenance costs, or to reduce the frequency or intensity of flooding events.
- D. Investigate possible alternate routes for pipelines to evaluate construction difficulty, easement requirements, disruption to residents and businesses, and permitting difficulties that could be encountered along the prospective routes.



- E. Prepare preliminary cost estimates of the various alternatives.
  - F. Evaluate the use of stormwater BMPs, including green infrastructure, in the Project.
- 2.3. LANDSCAPE SITE DESIGN – Contract with a Landscape Architect to perform a conceptual site design for the basin. Prepare two concept site plans for the park and landscape at the East Street Basin. Potential amenities may include:
- A. Recommendations for a Normal Water Level;
  - B. Pump Station Structure appearance;
  - C. Walking Path with lights;
  - D. Natural Stone out cropping;
  - E. A water feature (stone water fall, fountain, etc...);
  - F. A pavilion or gazebo;
  - G. Park Benches, Picnic tables, and/or trash cans; and/or,
  - H. Vegetation design (trees, shrubs, and native plantings).
  - I. Park signage
- 2.4. SUMMARY MEMORANDUM – Prepare a brief summary memorandum describing the existing system, analyses performed, alternatives considered, conclusions, and recommendations. Prepare associated exhibits, including concept plans for each alternative.
3. PRELIMINARY DESIGN – *This task will include establishment of design criteria, and preliminary design of the project. Preliminary design generally includes design of the layout of the basin excavation, the location on the inlet and outlet control structures, and the alignment and profile of the primary “trunk” sewer. Additionally, a preliminary Engineer’s Opinion of Probably Cost will be prepared.*
- 3.1. STORMWATER CALCULATIONS
- A. Update the provided hydraulic model with preliminary design data to confirm the required storm sewer sizes, elevations, and number, size and location of inlet structures.
  - B. Prepare preliminary ditch, inlet, culvert, and storm sewer design for the proposed improvements.
- 3.2. EVALUATE ALTERNATIVES
- A. Work with OWNER to determine the condition of the existing sanitary sewer, alternatives to replacement, and whether or not construction means and methods might affect sanitary sewer main line pipe.
  - B. Determine the preferred geometric layout and cross section throughout the Project. Identify design constraints including clear zone, obstructions, drainage limitations, and potential design exceptions.
- 3.3. PRELIMINARY DESIGN DOCUMENTS
- A. Develop base sheets of natural and man-made features from topographic survey data.
  - B. Indicate the location of all utilities that can be obtained from the best available records, including utility company atlases.
  - C. Create lists of deficient items for clarification at future site visits.

- D. Prepare Design Documents consisting of Drawings showing the extent and character of construction work to be furnished and performed by the Contractor(s) selected by the OWNER and Specifications, which are prepared in conformance with the format of the Construction Specification Institute.
- E. Prepare CADD-generated preliminary plan sheets that indicate the proposed layout of design elements.

3.4. PRELIMINARY ENGINEER'S OPINION OF PROBABLE COST - Prepare Opinion of Probable Costs (OPC) for the Project including: construction cost; contingencies; construction engineering services.

3.5. PEER AND CONSTRUCTABILITY REVIEWS

- A. Conduct QA/QC peer reviews of drawings and specifications.
- B. Utilize Construction Department personnel to provide a review of drawings and specifications.
- C. Make revisions to Drawings and Specifications based on comments from both engineering and construction departments.

3.6. DELIVERABLES

- A. Full sized preliminary plan sheets – One (1) copy
- B. Quarter sized preliminary plan sheets – One (1) copy
- C. Preliminary Engineer's Opinion of Probable Costs
- D. Digital copy of plan sheets and EOPC

4. FINAL DESIGN – *This task includes preparation of final contract documents (plans and specifications) for permitting and bidding of the project. The design contract includes design of ~30 acre-foot detention facility on the ~4 acre site, 6,800 linear feet of storm sewer and associated structures, four junction chambers (including the inlet and outlet control structures), a pump station, Supervisory Control and Data Acquisition (SCADA) design, backup generator, park amenities (including walking path, lighting, benches/picnic tables/trash cans, trees, shrubs, native plants, several moderate rock features, in water fountain (no structure), and a vertical wall ~15' tall with railing and overlook) (The following, and other non-named amenities, are not included in this scope of services: pump house, generator building, gazebo, bridges, large rock features, structural fountain, waterfall, etc...).*

4.1. DETAILED ENGINEERING

- A. Review and respond to 30%, 60%, and Pre-Final plan sheets comments.
- B. Finalize the preferred geometric layout and cross section throughout the Project.
- C. Roadway improvements associated with sewer construction include trench patching and required ADA intersection improvements, and may include resurfacing, sidewalk/cure/driveway apron replacement. Redesign of roadway and other surface improvements (full "reconstruction" including adjustments to the alignment/profile/cross-section), or design of utilities not specifically required for the storm sewer improvements are NOT included.

- D. Finalize the pipeline design for the proposed improvements including the location and elevation of ditches, culverts, pipelines, valves, fire hydrants, manholes, catch basins, inlets, water services; and building service lines.
  - E. Prepare Design Documents consisting of Drawings showing the general scope, extent and character of construction work to be furnished and performed by the Contractor(s) selected by OWNER and Specifications, which will be prepared in conformance with the format of the Construction Specification Institute.
- 4.2. MAINTENANCE OF TRAFFIC AND CONSTRUCTION STAGING - Develop a preferred maintenance of traffic and staging plan and submit to the OWNER for comment and approval. Identify the preferred strategy for maintaining traffic and driveway access. Complete a design of the preferred staging plan, which may include a detour or staged construction. Prepare construction staging notes, typical sections, and layout to maintain local traffic flow through the construction zone. Confer with OWNER staff, emergency services, and public transportation agencies to consider local impacts and concerns.
- 4.3. STRUCTURAL DESIGN
- A. Identify building code requirements applicable to project construction.
  - B. Review soils report to identify most economical foundation types for structures (i.e., shallow footings or deep piles).
  - C. Develop structural design criteria.
  - D. Prepare schematic layout for the following structures.
    - 1) Storm water pump station.
    - 2) Inlet structure.
    - 3) Outlet structure.
    - 4) (2) Junction chambers.
    - 5) Two options for retaining wall and hand rail construction for selection by OWNER.
    - 6) Engine generator equipment base.
  - E. Prepare detailed structural design drawings for the following structures.
    - 1) Storm water pump station.
    - 2) Inlet structure.
    - 3) Outlet structure.
    - 4) (2) Junction chambers.
    - 5) Retaining wall and hand rail.
    - 6) Engine generator equipment base.
- 4.4. ELECTRICAL, MECHANICAL, AND AUTOMATION DESIGN
- A. Evaluate existing site for electrical infrastructure to support the new facilities. Establish contact with local utility, as required.
  - B. Work with OWNER to determine the automation requirements for the facilities. This includes connection to an existing SCADA system and the investigation into rainfall prediction.
  - C. Complete the design for a stormwater pump station with an approximate capacity of 1,500 gpm to draw down the storm water detention facility ahead of predicted storm events.

- D. Coordinate the location of the pump station in relation to the influent and discharge piping. Finalize the overall layout and structure sizing, spacing of submersible pump components, station piping design, and critical elevations of the pump station.
  - E. Provide accommodations for SCADA and an onsite generator in an outdoor enclosure.
  - F. Provide design of automation equipment to operate the storm water retention facilities to function in a standalone nature with remote capabilities. Provide performance specification for rainfall prediction if agreed upon after preliminary design.
  - G. Review and respond to preliminary design comments.
  - H. Complete the design for the stormwater pump station including drawings, details, and technical specifications.
  - I. A building to house the pump station controls and backup generator is not anticipated and consequently not included in the proposed scope of services.
  - J. Perform lighting calculations and power feeds to Landscape Lighting and other features.
- 4.5. CONTRACT DOCUMENTS - Prepare for review and approval by the OWNER and its legal counsel the forms of Construction Contract Documents consisting of Advertisement for Bids, Bidder Instructions, Bid Form, Agreement, Performance Bond Form, Payment Bond Form, General Conditions, and Supplementary Conditions, where appropriate, based upon standard OWNER contract documents.
- 4.6. EASEMENT AND PLAT WORK
- A. Utilize our registered land surveyor to investigate six (6) existing property ownership, existing easements, and dedicated rights-of-way.
  - B. Prepare six (6) preliminary plats of easement for the OWNER to use in obtaining easements.
  - C. Prepare six (6) final plats of easements when directed by the OWNER.
- 4.7. QUALITY CONTROL REVIEWS
- A. Conduct QA/QC peer reviews of drawings and specifications.
  - B. Utilize Construction Department personnel to provide a constructability review of drawings and specifications.
  - C. Make revisions based upon comments from both engineering and construction department comments.
- 4.8. PERMITS AND AGENCY COORDINATION
- A. Submit the design documents to obtain permits from IEPA.
  - B. Submit the design documents to obtain permits from IDOT.
  - C. Submit a Notice of Intent and the Stormwater Pollution Prevention Plan to the IEPA for a General NPDES Permit No. ILR10.
- 4.9. ENGINEER'S OPINION OF PROBABLE COST - Prepare Opinion of Probable Costs (OPC) for the Project including: construction cost; contingencies; construction engineering services; and, on the basis of information furnished by the OWNER, allowances for legal services, financial consultants, and any administrative services or other costs necessary for completion of the Project.

#### 4.10. DELIVERABLES

- A. Full sized For Bid Plan Sheets – One (1) copy
- B. 11x17 sized For Bid Plan Sheets – One (1) copy
- C. Project Manual – One (1) copy
- D. Engineer’s Opinion of Probable Cost
- E. Digital copy of plan sheets, contract documents, and EOPC
- F. Digital copy of CAD files and hydraulic model files.

#### 5. ASSISTANCE DURING BIDDING

##### 5.1. BID ADVERTISEMENT

- A. Answer bidders’ questions during bid period.
- B. ADDENDUMS -Issue necessary addenda to all plan holders as necessary.

##### 5.2. BID OPENING

- A. Attend virtual bid opening with staff and assist in reviewing and checking of bid package submittals as required.
- B. Tabulate all bids received and review all bid submittals to verify low bid is responsive and responsible.
- C. Issue a Letter of Recommendation to Award the construction contract to the OWNER for their action.

#### **Subconsultants:**

The following subconsultants are intended to be utilized as described:

1. **Upland Design Ltd.** – Woman Owned Business Enterprise – Landscape Architect that will prepare the conceptual design options during the analysis, then perform detailed design of “park” surface treatments of the basin.
2. **Rubino Engineering Inc.** - Woman Owned Business Enterprise – Geotechnical Engineer that will perform pavement cores and soil borings, as well as perform geotechnical analysis of the in situ soils.
3. **True North Consultants** – Environmental Scientists who will perform an environmental assessment of the basin site.
4. **Hoerr Construction, Inc.** – Contractor who will clean and televise the sewers included in the sewer assessment.
5. **Dukes Root Control, Inc.** – Contractor who will perform existing structure condition assessment.

#### **Direct Costs:**

Direct costs included in the fee spreadsheets account for mileage, equipment, materials, and accommodations during project meetings, site topographic survey, site visits, drone flight(s), public meetings, and project presentations.

**Schedule:**

Notice To Proceed	November	2021
Conceptual Design Presentation	Spring	2022
Final Design/Bidding	Spring	2023

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**EXHIBIT B**  
**PAYMENT TERMS**

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

2. The CITY agrees to pay the CONTRACTOR:

(a) For progressive payments - Upon receipt of monthly invoices from the CONTRACTOR and the approval thereof by the CITY, monthly payments for the work performed shall be due and payable to the CONTRACTOR, such payments to be equal to the value of the partially completed work minus all previous partial payments made to the CONTRACTOR.

(b) Final payments - Upon approval of the work by the CITY but not later than 60 days after the work is completed and reports have been made and accepted by the CITY a sum of money equal to the basic fee as determined in the AGREEMENT less the total of the amount of partial payments paid to the CONTRACTOR shall be due and payable to the CONTRACTOR.

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

Method of Compensation: Cost plus

Total Compensation =  $DL + OH(DL) + DC$

Where:

DL is the total Direct Labor,

DC is the total Direct Cost,

OH is the firm's overhead rate applied to their DL

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

COST ESTIMATE OF CONSULTANT SERVICES WORKSHEET

FIXED RAISE

<b>Local Public Agency</b> City of Bloomington	<b>County</b> McLean	<b>Section Number</b> 
<b>Consultant (Firm) Name</b> Baxter & Woodman, Inc.	<b>Prepared By</b> Matt Moffitt	<b>Date</b> 9/22/2021

**PAYROLL ESCALATION TABLE**

CONTRACT TERM	20	MONTHS	OVERHEAD RATE	143.55%
START DATE	8/25/2021		COMPLEXITY FACTOR	0
RAISE DATE	1/1/2022		% OF RAISE	2.00%
END DATE	4/24/2023			

**ESCALATION PER YEAR**

Year	First Date	Last Date	Months	% of Contract
0	8/25/2021	1/1/2022	4	20.00%
1	1/2/2022	1/1/2023	12	61.20%
2	1/2/2023	5/1/2023	4	20.81%

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The total escalation = 2.01%

<b>Local Public Agency</b>	<b>County</b>	<b>Section Number</b>
City of Bloomington	McLean	

<b>MAXIMUM PAYROLL RATE</b>	<b>78.00</b>
<b>ESCALATION FACTOR</b>	<b>2.01%</b>

### PAYROLL RATES

Exhibit E Cost Estimate of Consultant Services Worksheet Fixed Raise

<b>CLASSIFICATION</b>	<b>IDOT PAYROLL RATES ON FILE</b>	<b>CALCULATED RATE</b>
Executive Vice President	\$81.60	\$78.00
Vice President	\$72.27	\$73.72
Engineer VII	\$64.18	\$65.47
Engineer VI	\$66.13	\$67.46
Engineer V	\$58.04	\$59.21
Engineer IV	\$48.32	\$49.29
Engineer III	\$40.49	\$41.30
Engineer II	\$34.40	\$35.09
Engineer I	\$30.09	\$30.69
Environ. Scientist V	\$55.19	\$56.30
Natural Resources Mngr.	\$45.00	\$45.90
Engineer Tech V	\$51.10	\$52.13
Engineer Tech IV	\$44.42	\$45.31
Engineer Tech III	\$37.00	\$37.74
Engineer Tech II	\$26.47	\$27.00
Engineer Tech I	\$22.88	\$23.34
Spatial Tech. Manager	\$56.50	\$57.63
Spatial Tech. Prof. III	\$39.59	\$40.38
Spatial Tech. Prof. II	\$30.84	\$31.46
Survey Manager	\$42.00	\$42.84
Project Surveyor	\$35.18	\$35.89
CADD Technician III	\$42.54	\$43.39
Marketing Prof. IV	\$40.50	\$41.31
Marketing Prof. III	\$32.29	\$32.94
Admin. Support IV	\$38.78	\$39.56
Admin. Support III	\$28.54	\$29.11



Local Public Agency

City of Bloomington

County

McLean

Section Number

COST ESTIMATE WORKSHEET

Exhibit E Cost Estimate of Consultant Services Worksheet Fixed Raise

OVERHEAD RATE 143.55%

COMPLEXITY FACTOR 0

TASK	STAFF HOURS	PAYROLL	OVERHEAD & FRINGE BENEFITS	DIRECT COSTS	FIXED FEE	SERVICES BY OTHERS	TOTAL	% OF GRAND TOTAL
Project Management	120	7,338	10,534		2,422		20,294	1.75%
Project Meetings & Public Involvement	696	34,363	49,329	7,000	11,340		102,032	8.79%
Collect Existing Data	76	3,136	4,502		1,035		8,673	0.75%
Sewer Inventory Analysis	90	5,375	7,716		1,774	32,252	47,117	4.06%
Topographic Survey	248	9,907	14,221	5,700	3,269		33,097	2.85%
Site Visits for Designers	64	3,345	4,802	1,200	1,104		10,451	0.90%
Utility Locates and Coordination	82	2,906	4,171		959		8,036	0.69%
Environmental Investigation	16	983	1,411		324	24,590	27,308	2.35%
Geotechnical Investigation	16	983	1,411		324	80,630	83,348	7.18%
Assessment - Drainage Analysis	228	9,364	13,442		3,090		25,896	2.23%
Assessment - Alternatives Analysis	120	5,839	8,381		1,927		16,147	1.39%
Assessment - Landscape Site Design	80	4,590	6,589		1,515	74,868	87,562	7.55%
Assessment - Summary Memorandum	136	6,088	8,740		2,009		16,837	1.45%
Prelim Design - Stormwater Calculations	72	2,697	3,871		890		7,458	0.64%
Prelim Design - Evaluate Alternatives	140	7,990	11,470		2,637		22,097	1.90%
Prelim Design - Design Documents	980	43,442	62,360		14,336		120,138	10.35%
Prelim Design - EOPC	60	2,389	3,430		789		6,608	0.57%
Prelim Design - QA/QC	60	4,008	5,753		1,323		11,084	0.96%
Final Design - Detailed Engineering	1560	68,497	98,327		22,604		189,428	16.33%
Final Design - MOTC	150	6,460	9,273		2,132		17,865	1.54%
Final Design - Structural Design	470	31,548	45,288		10,411		87,247	7.52%
Final Design - Elect., Mech, and Automation	818	41,874	60,110		13,818		115,802	9.98%
Final Design - Contract Documents	60	3,126	4,488		1,032		8,646	0.75%
Final Design - Easements and Plat Work	52	3,112	4,467		1,027		8,606	0.74%
Final Design - QA/QC	80	4,783	6,867		1,579		13,229	1.14%
Final Design - Permits and Agency Coord.	92	3,877	5,565		1,279		10,721	0.92%
Final Design - EOPC	120	4,779	6,860		1,577		13,216	1.14%
Bidding Assistance	220	10,671	15,319		3,522		29,512	2.54%
		-	-		-		-	
Subconsultant DL					11,780		11,780	1.02%
<b>TOTALS</b>	<b>6906</b>	<b>333,470</b>	<b>478,697</b>	<b>13,900</b>	<b>121,828</b>	<b>212,340</b>	<b>1,160,235</b>	<b>100.00%</b>

812,167

BLR 05514 (Rev. 04/30/21)

Cost Estimate Worksheet

Local Public Agency

City of Bloomington

County

McLean

Section Number

**AVERAGE HOURLY PROJECT RATES**

Exhibit E Cost Estimate of Consultants Services Worksheet Fixed Raise

SHEET 1 OF 5

PAYROLL CLASSIFICATION	AVG HOURLY RATES	TOTAL PROJ. RATES			Project Management			Project Meetings & Public Involvement			Collect Existing Data			Sewer Inventory Analysis			Topographic Survey		
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg
Executive Vice President	78.00	0.0																	
Vice President	73.72	120.0	1.74%	1.28															
Engineer VII	65.47	592.0	8.57%	5.61	100	83.33%	54.56	200	28.74%	18.81	4	5.26%	3.45	4	4.44%	2.91	4	1.61%	1.06
Engineer VI	67.46	836.0	12.11%	8.17										54	60.00%	40.47			
Engineer V	59.21	88.0	1.27%	0.75															
Engineer IV	49.29	1,578.0	22.85%	11.26				176	25.29%	12.46	20	26.32%	12.97	20	22.22%	10.95	4	1.61%	0.80
Engineer III	41.30	220.0	3.19%	1.32															
Engineer II	35.09	1,376.0	19.92%	6.99				80	11.49%	4.03	40	52.63%	18.47						
Engineer I	30.69	0.0																	
Environ. Scientist V	56.30	0.0																	
Natural Resources Mngr.	45.90	40.0	0.58%	0.27															
Engineer Tech V	52.13	40.0	0.58%	0.30															
Engineer Tech IV	45.31	0.0																	
Engineer Tech III	37.74	0.0																	
Engineer Tech II	27.00	0.0																	
Engineer Tech I	23.34	0.0																	
Spatial Tech. Manager	57.63	0.0																	
Spatial Tech. Prof. III	40.38	144.0	2.09%	0.84				100	14.37%	5.80	12	15.79%	6.38	12	13.33%	5.38			
Spatial Tech. Prof. II	31.46	0.0																	
Survey Manager	42.84	120.0	1.74%	0.74													120	48.39%	20.73
Project Surveyor	35.89	120.0	1.74%	0.62													120	48.39%	17.36
CADD Technician III	43.39	1,344.0	19.46%	8.45															
Marketing Prof. IV	41.31	120.0	1.74%	0.72				120	17.24%	7.12									
Marketing Prof. III	32.94	0.0																	
Admin. Support IV	39.56	168.0	2.43%	0.96	20	16.67%	6.59	20	2.87%	1.14									
Admin. Support III	29.11	0.0																	
		0.0																	
<b>TOTALS</b>		6906.0	100%	\$48.29	120.0	100.00%	\$61.15	696.0	100%	\$49.37	76.0	100%	\$41.26	90.0	100%	\$59.72	248.0	100%	\$39.95





Local Public Agency

County

Section Number

City of Bloomington

McLean

**AVERAGE HOURLY PROJECT RATES**

Exhibit E Cost Estimate of Consultant Services Worksheet Fixed Raise

SHEET 3 OF 5

PAYROLL CLASSIFICATION	AVG HOURLY RATES	Assessment - Landscape Site Design			Assessment - Summary Memorandum			Prelim Design - Stormwater Calculations			Prelim Design - Evaluate Alternatives			Prelim Design - Design Documents			Prelim Design - EOPC		
		Hours	% Part.	Wgt'd Avg	Hours	% Part.	Wgt'd Avg	Hours	% Part.	Wgt'd Avg	Hours	% Part.	Wgt'd Avg	Hours	% Part.	Wgt'd Avg	Hours	% Part.	Wgt'd Avg
Executive Vice President	78.00																		
Vice President	73.72																		
Engineer VII	65.47	40	50.00%	32.73	8	5.88%	3.85				40	28.57%	18.71	20	2.04%	1.34			
Engineer VI	67.46				20	14.71%	9.92				40	28.57%	19.27	80	8.16%	5.51			
Engineer V	59.21																		
Engineer IV	49.29	40	50.00%	24.65	20	14.71%	7.25	12	16.67%	8.22	40	28.57%	14.08	120	12.24%	6.04	20	33.33%	16.43
Engineer III	41.30																		
Engineer II	35.09				60	44.12%	15.48	60	83.33%	29.24	20	14.29%	5.01	260	26.53%	9.31	40	66.67%	23.39
Engineer I	30.69																		
Environ. Scientist V	56.30																		
Natural Resources Mngr.	45.90																		
Engineer Tech V	52.13																		
Engineer Tech IV	45.31																		
Engineer Tech III	37.74																		
Engineer Tech II	27.00																		
Engineer Tech I	23.34																		
Spatial Tech. Manager	57.63																		
Spatial Tech. Prof. III	40.38				20	14.71%	5.94												
Spatial Tech. Prof. II	31.46																		
Survey Manager	42.84																		
Project Surveyor	35.89																		
CADD Technician III	43.39													500	51.02%	22.14			
Marketing Prof. IV	41.31																		
Marketing Prof. III	32.94																		
Admin. Support IV	39.56				8	5.88%	2.33												
Admin. Support III	29.11																		
<b>TOTALS</b>		80.0	100%	\$57.38	136.0	100%	\$44.77	72.0	100%	\$37.46	140.0	100%	\$57.07	980.0	100%	\$44.33	60.0	100%	\$39.82

Local Public Agency

County

Section Number

City of Bloomington

McLean

**AVERAGE HOURLY PROJECT RATES**

Exhibit E Cost Estimate of Consultant Services Worksheet Fixed Raise

SHEET 4 OF 5

PAYROLL CLASSIFICATION	AVG HOURLY RATES	Prelim Design - QA/QC			Final Design - Detailed Engineering			Final Design - MOTC			Final Design - Structural Design			Final Design - Elect., Mech, and Automation			Final Design - Contract Documents		
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg
Executive Vice President	78.00																		
Vice President	73.72										120	25.53%	18.82						
Engineer VII	65.47	20	33.33%	21.82	20	1.28%	0.84												
Engineer VI	67.46	40	66.67%	44.97	120	7.69%	5.19				300	63.83%	43.06	90	11.00%	7.42	20	33.33%	22.49
Engineer V	59.21													24	2.93%	1.74			
Engineer IV	49.29				200	12.82%	6.32	20	13.33%	6.57	50	10.64%	5.24	650	79.46%	39.17	20	33.33%	16.43
Engineer III	41.30							80	53.33%	22.03									
Engineer II	35.09				440	28.21%	9.90												
Engineer I	30.69																		
Environ. Scientist V	56.30																		
Natural Resources Mngr.	45.90				40	2.56%	1.18												
Engineer Tech V	52.13																		
Engineer Tech IV	45.31																		
Engineer Tech III	37.74																		
Engineer Tech II	27.00																		
Engineer Tech I	23.34																		
Spatial Tech. Manager	57.63																		
Spatial Tech. Prof. III	40.38																		
Spatial Tech. Prof. II	31.46																		
Survey Manager	42.84																		
Project Surveyor	35.89																		
CADD Technician III	43.39				700	44.87%	19.47	50	33.33%	14.46				54	6.60%	2.86			
Marketing Prof. IV	41.31																		
Marketing Prof. III	32.94																		
Admin. Support IV	39.56				40	2.56%	1.01										20	33.33%	13.19
Admin. Support III	29.11																		
<b>TOTALS</b>		60.0	100%	\$66.79	1560.0	100%	\$43.91	150.0	100%	\$43.07	470.0	100%	\$67.12	818.0	100%	\$51.19	60.0	100%	\$52.10

**Local Public Agency**

City of Bloomington

**County**

McLean

**Section Number**

**AVERAGE HOURLY PROJECT RATES**

Exhibit E Cost Estimate of Consultant Services Worksheet Fixed Raise

SHEET 5 OF 5

PAYROLL CLASSIFICATION	AVG HOURLY RATES	Final Design - Easements and Plat Work			Final Design - QA/QC			Final Design - Permits and Agency Coord.			Final Design - EOPC			Bidding Assistance					
		Hours	% Part.	Wgt'd Avg	Hours	% Part.	Wgt'd Avg	Hours	% Part.	Wgt'd Avg	Hours	% Part.	Wgt'd Avg	Hours	% Part.	Wgt'd Avg	Hours	% Part.	Wgt'd Avg
Executive Vice President	78.00																		
Vice President	73.72																		
Engineer VII	65.47							12	13.04%	8.54				40	18.18%	11.90			
Engineer VI	67.46	4	7.69%	5.19	40	50.00%	33.73												
Engineer V	59.21	48	92.31%	54.65															
Engineer IV	49.29							20	21.74%	10.72	40	33.33%	16.43	80	36.36%	17.92			
Engineer III	41.30																		
Engineer II	35.09							60	65.22%	22.89	80	66.67%	23.39						
Engineer I	30.69																		
Environ. Scientist V	56.30																		
Natural Resources Mngr.	45.90																		
Engineer Tech V	52.13				40	50.00%	26.06												
Engineer Tech IV	45.31																		
Engineer Tech III	37.74																		
Engineer Tech II	27.00																		
Engineer Tech I	23.34																		
Spatial Tech. Manager	57.63																		
Spatial Tech. Prof. III	40.38																		
Spatial Tech. Prof. II	31.46																		
Survey Manager	42.84																		
Project Surveyor	35.89																		
CADD Technician III	43.39													40	18.18%	7.89			
Marketing Prof. IV	41.31																		
Marketing Prof. III	32.94																		
Admin. Support IV	39.56													60	27.27%	10.79			
Admin. Support III	29.11																		
<b>TOTALS</b>		52.0	100%	\$59.84	80.0	100%	\$59.79	92.0	100%	\$42.14	120.0	100%	\$39.82	220.0	100%	\$48.51	0.0	0%	\$0.00









## Proposal for Landscape Architectural Services

# East Street Pond Park Project

Bloomington, Illinois

September 24, 2021

**Project Goal:** Upland Design Ltd will provide landscape architectural services for the proposed East Street Pond Park project from concept planning through bidding. In addition, our team will provide conceptual planning for the future pond and park area adjacent to the East Street site.

The landscape architectural plans will be developed in coordination with Baxter & Woodman Associates (BW) and their consultant team including civil engineers, structural engineers, and surveyors. The scope follows the framework prepared by Baxter & Woodman. Upland Design Ltd will prepare construction documents in AutoCAD, specifications in Word format and will share files with the design team throughout the project.

**Base Plan:** A site survey with proposed improvements will be provided to Upland Design in AutoCAD. This will be used as a base for the park and landscape planning. The base plan shall include building and paving improvements along with water, sewer, storm and electrical utilities, grading/spot grades, and fencing. Any proposed adjustments to the site plan during the development of construction documents and/or review process shall be forwarded to Upland Design.

## **SCOPE of SERVICES**

### **1.1 Project Management**

Assist BW with monthly status reports regarding landscape architectural items.

### **1.2 Project Meetings & Public Involvement**

- a. Attend project kick-off meeting.
- b. Review existing City plans as they relate to the site, bike paths and nearby recreational opportunities and connections to the site.
- c. Attend and assist in presentation at two public meetings.
- d. Attend three design meetings and present park and landscape elements.
- f. Attend one City Council meeting.
- g. Assist BW with virtual content including providing CAD files, 3-D site furniture or other elements as available for BW development of a 3D presentation video and images.

### **1.6 Site Visits for Designers**

- a. Conduct a site visit to familiarize the designer(s) with the East Street Pond site and adjacent future pond site. Review adjacent land use, connections, and views.

## 2.3 Park and Landscape Site Design

**Concept Development:** Upland will prepare two concept site plans for the park and landscape at the East Street Pond Park and the future adjacent pond/park site. We will work closely with BW engineers on the shape of the ponds and potential edge treatments. Each concept will include color images of proposed amenities. Potential amenities may include the following and additional amenities may be added during planning:

- A. Walking Paths
- B. Pedestrian Lighting
- C. Natural Stone Outcropping
- D. Stone Walls and Seating
- E. Water Feature (stone waterfall, fountain, etc....)
- F. Pavilion, Gazebo, or Shade structure
- G. Site Furniture: Benches, Picnic Tables, and Litter Receptacles
- H. Landscaping: Trees, Shrubs, Perennials, Grasses and Ground Covers
- I. Interpretive Signage
- J. Park Sign

A cost estimate for the park elements will be prepared for each concept. We will share concepts and costs with BW in a zoom meeting and make any updates prior to the City review meeting.

**City Review:** The concept plans and cost estimate will be presented to City staff for review. Site layout, features, landscape, and long-term maintenance will be discussed. Questions will be encouraged with the goal of moving to one concept.

**Finalize to One Concept:** Based on comments from the City, the two concepts will move to one concept. The cost estimate will be updated. The plan will be color rendered.

**Present to the City:** The updated concept plan will be presented to the City. Final adjustments will be made for the public open house.

**Public at an Open House:** Attendance for this meeting and any assistance as needed in presentation.

**Final Adjustments:** With direction from the City, any final adjustment will be made to the park and landscape design.

## 2.4 Summary Memorandum

Assist with narrative for summary memorandum at the close of phase 2.0 pertaining to park and landscape elements.

### 3.0 Preliminary Design

Upland Design Ltd will prepare the following preliminary design elements.

Preliminary design sheets:

- a. Park Pedestrian Paving Layout (including pavers, stamped concrete or other features)
- b. Site Furniture Layout and Dimensioning
- c. Stone Wall/Seating Detailing (structural engineering, rebar design or footings to be designed by BW)
- d. Landscape Planting Plans
- e. Construction Details for the Pedestrian Paving, Site Furniture, Park Amenities and Landscape Plantings

Technical specifications for the above will be prepared. A detailed cost estimate for park and landscape elements will be completed. Grading plans, erosion control, electrical engineering, and all other sheets will be completed by BW or their subconsultants. Upland will coordinate and assist with park elements for a cohesive set of plans.

During this phase, Upland will share / provide drawings and specifications in PDF format, as well as computer files in digital format (drawings as DWG or DXF). Additionally, we will assist with value engineering if necessary.

### 4.0 Detailed Engineering Design (Landscape Architecture)

Review and respond to Preliminary and Pre-Final plan sheets comments.

The designs will be finalized, and the plan sheet started in Preliminary Design will be brought to 50% and 100% plan sets for review and comment.

**Landscape Plans:** Landscape Plans shall include turf mixes or sod specifications along with plant material locations, botanical and common plant names, plant quantities, planting details, and general notes. Irrigation design is not included in the scope of service. A tree preservation plan is not included.

**Site Furniture and Amenity Schedule:** The park site plans will include detailed layout and an amenity schedule for all site furniture and amenities including signage and park shade elements.

**Submittals:** Plans will be prepared and submitted at 50% and 100% complete. The engineers and/or client will provide feedback after each submittal which will guide Upland Design Ltd to update plans to reflect project goals.

Upland will prepare and submit plans, specifications and cut sheets for park and landscape plans. Work shall include:

- a. Share / provide drawings and specifications in PDF format, as well as computer files in digital format (drawings as DWG or DXF).
- b. Provide 50% review documents consisting of drawings and specifications as updated from the DD phase. One submittal.
- c. Provide 100% review documents consisting of drawings,



revised product data, and specifications. One submittal.

- d. Provide final Construction Documents consisting of drawings and typed specifications. Provide appropriate computer files to BW.
- e. Consult with officials and Owner to obtain permits associated with the Consultant's respective discipline of work.

**5.0 Bidding Assistance**

Upland will assist during bidding, provide addendums and clarifications as needed, respond to code review comments, and assist with reference checks. Pre and post-bid meetings will be conducted by BW. Upland Design will be available via phone/virtual meeting if needed for these meetings.

**Professional Landscape Architectural Fees:**

Design Phase	Professional Fees
1.0 Project Management & Meetings	\$ 16,088
2.0 Park and Landscape Design	\$ 17,344
3.0 Preliminary Design	\$ 11,276
4.0 Detailed Engineering Design	\$ 27,500
5.0 Bidding Assistance	\$ 1,960
Reimbursable Items	\$ 700
<b>Total</b>	<b>\$74,868.00</b>

The work listed herein is a not to exceed lump sum cost for the services described. Any additional services which are requested shall be at the hourly rates listed herein.

**Reimbursables:** Reimbursables will be billed at direct costs for printing, delivery, and mileage at current IRS rates. The estimated reimbursables are \$700.

**Hourly Billing Rates:**

Principal Landscape Architect	\$ 166/hour
Landscape Architect	\$ 144/hour
Landscape Designer	\$ 128/hour
Admin	\$ 88/hour

September 28, 2021

To: Matt Moffitt P.E., CFM, CPESC  
Baxter & Woodman Inc.  
8430 W Bryn Mawr Ave. Ste. 400  
Chicago, IL 60631

Re: Proposal - Geotechnical Exploration  
Proposed Bloomington Basin and  
Sewers  
Bloomington, Illinois

Proposal No. Q21.447g\_REV1

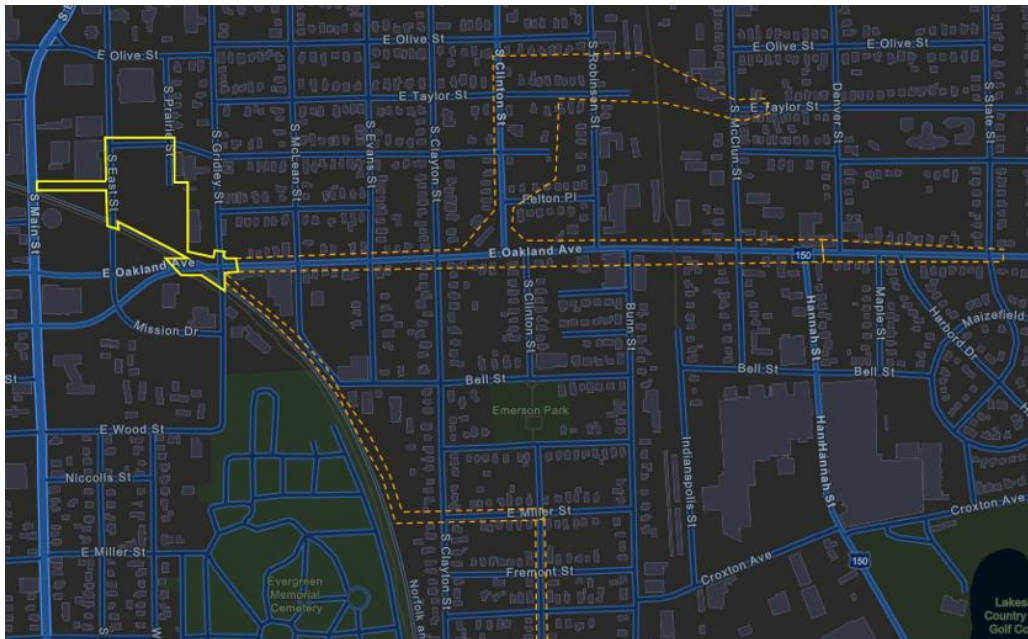
Via email: [mmoffitt@baxterwoodman.com](mailto:mmoffitt@baxterwoodman.com)

Dear Mr. Moffitt,

Rubino Engineering, Inc. (Rubino) is pleased to submit the following proposal to provide geotechnical engineering services for the above referenced project. Rubino received a request for proposal from Matt Moffitt of Baxter & Woodman, Inc. via email on September 23, 2021

### PROJECT UNDERSTANDING

Rubino understands that Baxter & Woodman, Inc. is planning to aid the City of Bloomington in design of a new basin and sewers along up to 25 streets in Bloomington, Illinois. Baxter & Woodman has requested Rubino drill 25 borings with pavement cores along various streets for utility recommendations to a depth of 25 feet below existing grade, 6 borings in the basin for various structures to a depth of 50 feet below existing grade, and 25 borings within the basin to 10 feet below existing grade. Baxter & Woodman has requested Rubino to work with True North Consultants within the basin area for environmental analysis and CCDD testing, and for Rubino to do CCDD testing along the streets for the proposed sewers.



**Information received:**

- RFP Email from Matt Moffitt of Baxter & Woodman, Inc. on September 23, 2021
- RFP Teams Meeting with Baxter & Woodman, Inc. and True North Consultants on September 23, 2021

Should any of the information on which this proposal has been based, including as described above, be inconsistent with the planned construction, Rubino requests to be contacted immediately in order to make any necessary changes to this proposal and scope of work.

**SCOPE OF SERVICES**

The following sections outline the scope of services developed based on the information provided by the client and the information listed above in order to provide a geotechnical exploration the planned project. The exploration will be performed in general accordance with both the requested proposal information and Rubino’s current understanding of the project.

Site Access and Traffic Control

Based on current site topography, surface conditions, and project discussions, Rubino anticipates that the project site will be accessible to track-mounted Geoprobe 7822DT drilling equipment.

Traffic control will consist of cones and approach signage. Flaggers may be necessary for this project and is included in the cost of this proposal.

Boring Locations

The approximate proposed boring locations will be determined by Baxter and Woodman at a later date. Rubino recommends that the borings be located and surveyed for elevation by others prior to drilling. If the borings cannot be surveyed, Rubino will locate the borings in the field by measuring distances from known, fixed site features.

Boring Depths

To obtain data to evaluate subsurface conditions within the proposed development/construction areas, Rubino proposes to drill soil borings as specified below.

<b>NUMBER OF BORINGS</b>	<b>NUMBER OF BORINGS WITH PAVEMENT CORES</b>	<b>DEPTH (FEET BEG*)</b>	<b>LOCATION</b>
-	15	25	Various Streets TBD
6	-	50	Structures within Basin
25	-	10	Within Basin
<b>31</b>	<b>15</b>	<b>925</b>	<b>Total Linear Feet</b>

\*BEG = below existing grade

### SPT - Soil Sampling

Soil sampling will include split-barrel samples (ASTM D 1586) or thin-walled tube samples on cohesive soils (ASTM D 1587) at 2 ½ - foot intervals to a depth of 15 feet and 5 - foot intervals thereafter.

If unsuitable bearing soils are encountered within the borings as proposed herein, the borings will be extended an additional 5 feet to attempt to end the borings in suitable soils. If unsuitable soils persist at the end of an additional 5 feet the client will be contacted prior to demobilizing.

Unsuitable soils will be defined by field personnel using the following criteria:

- Cohesive soils with an N value less than or equal to 6.
- Granular soils with an N-value less than 10.
- Black cohesive or silty soil with visible signs of organic matter and / or organic odor and low blow counts as described above.

### Environmental Sampling

Drilling operations will be in general compliance with IEPA CCDD testing. Rubino will split necessary samples with True North for their scope.

### Completion of Borings

Upon completion of drilling, the borings will be backfilled with soil cuttings and capped with similar existing material or asphalt cold patch as applicable. Some damage to ground surface may result from the drilling operations near the work areas and along ingress/egress pathways. Rubino will attempt to minimize such damage, but no restoration other than backfilling the soil test borings is included.

It should be noted that over time, some settlement may occur in the bore hole. If Rubino is requested to return to the site for the purpose of filling any bore holes that may have settled, additional time and material charges may apply.

### Geotechnical Laboratory Testing

The soil samples obtained during the field exploration program will be transported to the laboratory for classification and a limited number of laboratory tests. The nature and extent of the laboratory testing program is at the discretion of Rubino Engineering, Inc. and will depend upon the subsurface conditions encountered during drilling.

Laboratory testing will be performed in accordance with ASTM procedures and may include examination of selected samples to evaluate the soils' index properties and relative strength characteristics.

Based on the proposed quantity of soil borings, anticipated depths, and project type, a list of the anticipated laboratory tests are summarized below.

LABORATORY TEST	ESTIMATED QUANTITY	SAMPLE TYPE
Atterberg Limits	4	Split spoon, bulk, or Shelby Tube
Hydrometer	15	Split spoon, bulk, or Shelby Tube
Unconfined Compression Test	2	Shelby Tube
Natural Moisture Content	390	Shelby Tube, Cohesive Samples
Organic Content	10	Split spoon, bulk, or Shelby Tube

**CCDD Testing – LPC 663**

Rubino has obtained a “Potential Impacted Property” (PIP) evaluation of the area near the proposed sewer improvements and replacement.

The PIP evaluation indicates further testing is needed for form LPC-663, Rubino will perform PID testing on the soil samples and soil analytical testing in general compliance with the IEPA CCDD requirements. Laboratory testing will be at the discretion of the environmental professional based on knowledge of the location of the borings.

LPC 663 Testing Scope
<ul style="list-style-type: none"> <li>• PIP Evaluation (Historical &amp; Regulatory)</li> <li>• Soil Analytical Tests <b>(25 estimated)</b>:                             <ul style="list-style-type: none"> <li>○ Volatile Organic Compounds (VOCs), Polynuclear Aromatic Hydrocarbons (PNAs), Resource Conservation Recovery Act (RCRA) Metals, pH</li> <li>○ TCLP / SPLP RCRA Metal <b>(only if necessary)</b></li> </ul> </li> <li>• P.E. / P.G. Review &amp; Certification (LPC #663)</li> </ul>

If the analytical testing indicates the soils are contaminated, additional testing and an additional disposal source may be necessary (Composite Non-Hazardous Non-Special Waste Analytical for landfill disposal if necessary).

**Direct Push Depths**

NUMBER OF DIRECT PUSHES	DEPTH (FEET BEG*)	LOCATION
15	10	Immediate Vicinity around boring locations

\*BEG = below existing grade

**GEO REPORT**

Upon completion of field and laboratory work, Rubino will prepare a geotechnical engineering report using the collected data. The geo report will include the following:

- Summary of client-provided project information and report basis
- Overview of encountered subsurface conditions
- Overview of field and laboratory tests performed including results
- Geotechnical recommendations pertaining to:
  - Subgrade preparation and cut / fill recommendations
  - Shallow or intermediate foundations, including suitable foundation type(s), allowable bearing pressure(s), and estimated settlement
  - Seismic design site classification parameters
  - Subgrade preparation and stability recommendations
  - Utility Installation and backfill recommendations
  - Trench box lateral earth pressures
  - Dewatering
  - Subgrade preparation
  - Subgrade Stability
  - Estimated IBV value at each boring location
- Construction considerations, including temporary excavation and construction control of water
- LPC-662 / LPC-663 CCDD Certification, as applicable

An electronic copy of the report will be provided. The report will be addressed to Baxter & Woodman, Inc..

### PROJECT SCHEDULE

Rubino proposes to initiate work on this project within 5 working days after receiving written authorization to proceed and we will follow the schedule below in order to complete the project:

Task	Number of Working Days
Utility clearance and rig mobilization	10
Field work including site layout and drilling	5
Laboratory Testing	10
Preparation of the Geotechnical Report	10

Project schedules can be affected by weather conditions and changes in scope. If the report needs to be delivered by a specific day, please notify us as soon as possible. Preliminary verbal recommendations can be made to appropriate parties upon completion of the field investigation and laboratory testing. Rubino will need to receive a signed copy of this proposal intact prior to mobilizing the drill rig.

### SPECIAL INSTRUCTIONS

Rubino will coordinate contacting the Utility "One-Call" for public utility clearance prior to the start of drilling activities. It is Rubino's experience that this service does not mark the locations of privately owned utilities. This proposal is based on private utility lines and other subsurface appurtenances being located in the field by others prior to our mobilization.



### FEES

Rubino proposes to charge the fee for performance of the outlined scope of services on a lump-sum basis. Based on the scope of services outlined above, the lump-sum fee will be:

<b>Permitting</b>	IDOT and/or railroad permitting	\$1,000.00	Total
<b>Subsurface Exploration</b>	Boring Layout / Utility / PM	\$1,200.00	Total
	Up to 11 days of Drilling with out-of-town charges	\$35,200.00	Lump sum
	Field Engineer, up to 11 days	\$9,120.00	Total
	Pavement Cores (\$200 per core)	\$3,000.00	Total
<b>Traffic Control</b>	Two days of Traffic Control	\$4,500.00	Total
<b>Lab</b>	Geotechnical Lab Tests as described above	\$5,260.00	Total
<b>Reporting</b>	Preparation of the Geotechnical Report(s)	\$10,000.00	Total
<b>CCDD 663 Lab</b>	Soil Analytical testing for form 663 (\$550 each):	\$8,250.00	Total
<b>CCDD Extra</b>	TCLP Testing (\$100 each)	\$1,000.00	Total
<b>CCDD 663 Rpt</b>	Form LPC 663 and Report:	\$2,100.00	Lump sum
		<b>\$80,630.00</b>	<b>Grand Total</b>

**Extras:**

<b>Add Drilling</b>	<i>Additional Drilling after 11 days</i>	<b>\$3,200.00</b>	<b>Per day</b>
<b>Add Field Engineer</b>	<i>Additional Field Engineer after 11 days</i>	<b>\$ 760.00</b>	<b>Per day</b>

Please see the attached fee schedule for additional unit rates for services requested after issuing the geotechnical report (drawing / spec review, scope or site layout change, etc.).

Scope Limitations

Project services do not include a site evaluation to determine the presence or absence of wetlands, hazardous substances, or toxic materials.

Rock coring is not included in the scope of this exploration, therefore, the character and continuity of refusal materials, if encountered, can be determined only with a more comprehensive scope of services. Therefore, the borings will be advanced to the depths referenced above, or to refusal, whichever is shallower.

Boring, sampling and testing requirements are a function of the subsurface conditions encountered. The proposed lump-sum fee is based on the use of shallow foundations to support the planned construction and the existence of adequate bearing materials being encountered within the proposed boring depths. Should conditions be encountered which require a deepening of borings or additional investigation, Rubino will notify you to discuss modifying the outlined scope of services. Additional work beyond the lump-sum fee will not be performed without your prior authorization.

## AUTHORIZATION

If this proposal is acceptable to you, Rubino will perform the work in accordance with the attached General Conditions that are incorporated into and made a part of this proposal. Please sign below as notice to proceed and return one copy of this proposal intact to our office. Rubino will proceed with the work upon receipt of authorization.

Rubino appreciates the opportunity to offer our services for this project and we look forward to working with your company. Please contact Rubino with questions pertaining to this proposal or requests for additional services.

Respectfully submitted,

RUBINO ENGINEERING, INC.



Michelle A. Lipinski, PE  
President



Anthony T. Tomaras  
Project Manager

**RUBINO ENGINEERING, INC. IS:  
AN AASHTO-ACCREDITED LABORATORY  
IDOT PREQUALIFIED  
IDOT DBE-CERTIFIED (100% WOMAN-OWNED)**

MAL/file

Attachments:    Proposal Acceptance and Data Sheet  
                      Schedule of Services and Fees  
                      General Conditions

\*\*This is an electronic copy. Hard Copies of this proposal are available upon request.

**PROPOSAL ACCEPTANCE:**

<b>AGREED TO, THIS</b> _____ <b>DAY OF</b> _____ , 202__.
<b>BY (please print):</b> _____
<b>TITLE:</b> _____
<b>COMPANY:</b> _____
<b>SIGNATURE:</b> _____

**PROJECT INFORMATION:**

1. Project Name: \_\_\_\_\_
2. Project Location: \_\_\_\_\_
3. Your Job No: \_\_\_\_\_ Purchase Order No.: \_\_\_\_\_
4. Project Manager: \_\_\_\_\_ Telephone No.: \_\_\_\_\_
5. Site Contact: \_\_\_\_\_ Telephone No.: \_\_\_\_\_
6. Number and Distribution of Reports:  
( ) Copies To: \_\_\_\_\_ ( ) Copies To: \_\_\_\_\_  
\_\_\_\_\_  
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Attn: \_\_\_\_\_ Attn: \_\_\_\_\_  
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7. Invoicing Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attn: \_\_\_\_\_  
**Email:** \_\_\_\_\_
8. Other Pertinent Information Or Previous Subsurface Information Available:  
\_\_\_\_\_  
\_\_\_\_\_

**Rubino Engineering, Inc.**  
**2021 Schedule of Geotechnical Services & Fees**

**ENGINEERING**

Professional and Technical Services for site evaluation, field supervision, analysis of test data and engineering recommendations and consultation:

Principal Engineer	Per Hour	\$	185.00
Project Engineer/Manager	Per Hour	\$	125.00
Engineering Field Technician / Field Engineer / Field Geologist	Per Hour	\$	95.00
Administrative Assistant	Per Hour	\$	65.00

**SUBSURFACE EXPLORATION**

Mobilization and moving of truck-mounted drilling equipment and crew (50-mile radius)	Per Trip	\$	650.00
All-Terrain Vehicle (ATV) Usage Surcharge	Per Day	\$	195.00
Boring Layout - Two-man crew (2 hour minimum)	Per Hour	\$	166.00
Soil Sampling using split-barrel sampler (ASTM D-1586) 2.5-foot intervals to 15 feet and 5-foot intervals thereafter, 3-1/4" E.D. HAS:			

Depth Range	Easy Drilling*	Hard Drilling**
Feet		
0 - 25	\$24.50	\$27.00
25 - 50	\$26.50	\$29.00
50 - 72	\$30.50	\$31.00
75 - 100	\$32.00	\$33.50

\* Less than 50 blows per foot or a Qp of 4 tsf

\*\* 50 blows or more per foot, Qp more than 4 tsf, or strata containing coarse gravel or cobbles

Hourly Rate Drilling	Per Hour	\$	275.00
Thin Wall Tubes (ASTM D-1587)	Each	\$	50.00

**LABORATORY TESTING**

Moisture Content Test / Visual Classification	Each	\$	7.00
Atterberg Limits Determination (LL, PL)	Each	\$	65.00
Combined Hydrometer & Sieve Analysis	Each	\$	130.00
Sieve Analysis (washed)	Each	\$	85.00
Unconfined Compression Test, Tube Sample	Each	\$	35.00
Unconfined Compression Test, with Stress-Strain Curve	Each	\$	85.00
Density Determination	Each	\$	15.00
Specific Gravity Determination	Each	\$	65.00
Organic Content Determination Test (loss on ignition)	Each	\$	25.00
ASTM D698 - AASHTO T99 (Standard Proctor)	Each	\$	225.00
ASTM D1557 - AASHTO T180 (Modified Proctor)	Each	\$	275.00
One-Dimensional Consolidation Test (ASTM D-2435)	Each	\$	750.00
pH Testing	Each	\$	15.00
Triaxial Testing (TXC-CIU) 3-Point Envelope	Each	\$	1,300.00

## **FEE REMARKS**

- 1) All fees and services are provided in accordance with the attached Rubino General Conditions.
- 2) Unit prices/rates are in effect for 12 months from the date of this proposal and are subject to change without notice thereafter. Overtime rates are applicable for services performed in excess of 8 hours per day Monday through Friday, before 8:00 AM or after 5:00 PM, and for all hours worked on Saturdays, Sundays and holidays. The overtime rate is 1.5 times the applicable hourly rate.
- 3) All rates are billed on a portal-to-portal basis.
- 4) Standby time due to delays beyond Rubino's control will be charged at the applicable hourly rate.
- 5) Transportation and per diem are charged at the applicable rates.
- 6) Rates involving mileage (including transportation, mobilization, vehicle and trip charges) are subject to change based upon increases in the national average gasoline price.
- 7) A minimum charge of 4 hours applies to field testing and observation services.
- 8) Scheduling or cancellation of field testing and observation services is required no less than the working day prior to the date the services are to be performed. Services cancelled without advance and/or inadequate notice will be assessed a minimum charge of 4 hours.
- 9) For all Rubino services, a project management/engineering review charge will be billed for all reports issued for the scheduling/supervision of personnel and the evaluation/review of data and reports.
- 10) The minimum billing increment for time is a half hour.
- 11) A project set-up charge of a minimum of two hours applies to all projects.
- 12) Professional services rates are exclusive of expert deposition or testimony time.
- 13) Drilling and field service rates are based on OSHA Level D personnel protection.
- 14) For sites where drilling is to occur that are not readily accessible to a truck mounted drill rig, rates for rig mobility, site clearing, crew stand-by time, etc. will be charged as applicable.
- 15) If applicable the prevailing wage fees charged under this agreement will be adjusted if there is any change in the applicable prevailing wage rate established by the Illinois Department of Labor.
- 16) Services and fees not listed on this schedule may be quoted on request.

1000 East Warrenville Road Suite 140  
Naperville, IL 60563  
Phone: 630-717-2880  
Fax: 630-689-5881  
[info@consulttruenorth.com](mailto:info@consulttruenorth.com)

DATE:	9/27/2021
Proposal #	PI21-703
Customer ID	BAXT
Valid Until:	11/11/2021

**CLIENT**

Matthew Moffitt  
Baxter & Woodman Consulting Engineers  
8430 West Bryn Mawr Avenue Suite 400  
Chicago, IL 60631  
815.444.4470  
[mmoffitt@baxterwoodman.com](mailto:mmoffitt@baxterwoodman.com)

**PROJECT**

Soil Management Consulting  
CCDD Soil Assessment  
Bloomington East Side Reservoir  
Bloomington, IL 61701

DESCRIPTION	QUANTITY	UNIT	RATE	AMOUNT
PIP Evaluation & Environmental Screening Report	1	LS	\$ 1,000.00	\$ 1,000.00
Associate Consultant - Soil Sampling Labor (est.)	48	HR	\$ 115.00	\$ 5,520.00
Soil Sampling Equipment, Materials & Vehicle (est.)	6	DAY	\$ 200.00	\$ 1,200.00
CCDD Discrete Soil Analytical				
pH	25	EA	\$ 15.00	\$ 375.00
VOCs	25	EA	\$ 150.00	\$ 3,750.00
SVOCs	25	EA	\$ 225.00	\$ 5,625.00
RCRA Metals	25	EA	\$ 85.00	\$ 2,125.00
PCBs	12	EA	\$ 85.00	\$ 1,020.00
TCLP Extraction (if necessary)	25	EA	\$ 65.00	\$ 1,625.00
TCLP one metal (if necessary)	25	EA	\$ 14.00	\$ 350.00
LPC #663 Certification	1	LS	\$ 1,500.00	\$ 1,500.00
Senior Consultant - Project Management & Administration (est.)	4	HR	\$ 125.00	\$ 500.00
Waste Characterization Disposal Analytical (if necessary)	TBD	EA	\$ 1,200.00	TBD
Waste Profile Preparation (if necessary)	TBD	HR	\$ 125.00	TBD
3 Day RUSH Analysis Surcharge			50%	
4 Day Rush Analysis Surcharge			25%	
Subtotal				\$ 24,590.00

Comments: True North has assumed collecting up to twenty-five (25) soil samples within the project area. True North will work alongside Rubino Engineering (contracted by Client) to advance soil borings to a depth of approximately 12' below ground surface (bgs), or depth of scheduled geotech borings. True North has assumed all borings will be completed in six (6) consecutive business days. Additional days will be billed at the identified unit rates. True North will PID screen all soil samples to identify any potential soil management issues. The above analytical are based on True North's preliminary assessment of historical and regulatory records and project information provided by the Client. True North did not have access to any previous environmental investigation reports. If previous environmental investigation reports or additional information is provided, True North will contact Client prior to any adjustment of the scope of work. True North has assumed a standard turn-around-time of five to seven business days (does not include day of sampling). True North has identified the surcharge for rushing laboratory analysis, if requested by the Client. In addition to potential CCDD testing, costs for waste characterization analytical and profile consulting been identified. The waste characterization sample will only be analyzed at direction of Client, and if necessary, and billed at the identified unit rates. The above costs do not include additional soil sampling to delineate/define soil impacts. If additional delineation is required/requested by Client, True North will provide a separate proposal.

**TERMS AND CONDITIONS**

- The attached terms and conditions shall apply to this scope of work.
  - Payment will be due upon receipt of invoicing.
  - Please fax, mail, or e-mail the signed price quote to the address above.
- Client Acceptance (sign below):*

X \_\_\_\_\_

Print Name:

Other	\$ -
<b>TOTAL Due</b>	<b>\$ 24,590.00</b>

True North appreciates the opportunity to offer this proposal for environmental consulting and testing services. If you have any questions, please contact me at 630.717.2880  
Marjory Bredrup

*Thank You For Your Business!*



## GENERAL TERMS & CONDITIONS OF SERVICES

### 1.0 PROPOSAL ACCEPTANCE

The following terms and conditions ("Terms") shall apply to and are the only terms that govern the attached Master Service Agreement, Proposal or Quotation (collectively, "Agreement") between True North Consultants, Inc. ("True North") and the Client named in the Agreement ("Client"). Client's acceptance of the Agreement includes acceptance of these Terms and any terms and conditions proposed by the Client will be deemed to materially alter the Terms and are hereby objected to and rejected by True North. Acceptance of the Agreement, including acceptance of the Terms, shall occur upon the notification of True North by Client, in writing, electronically or orally, to commence performance in accordance with the requested Consulting Services (as defined in the Agreement) and the Terms. In the event of a conflict between these Terms and the Agreement, the terms of the Agreement will prevail unless otherwise agreed to by the parties in writing.

### 2.0 LIMITED WARRANTY

2.1 Professional Standard of Care: True North warrants that it will perform the Consulting Services consistent with the level of care and skill ordinarily exercised by other professional consultants in the same locale and under similar circumstances at the same time the Consulting Services are performed.

2.2 Exclusive Remedy: True North's sole and exclusive liability and Client's sole and exclusive remedy for breach of this warranty shall be as follows:

2.2.1 True North will use reasonable commercial efforts to promptly cure any breach; provided, that if True North cannot cure such breach within a reasonable time (but no more than thirty (30) days) after Client's notice of such breach, Client may, at its option, terminate the Agreement by service of written notice of termination.

2.2.2 In the event the Agreement is terminated pursuant to Section 2.2.1 above, True North will within thirty (30) days after the effective date of termination refund to Client any fees paid by Client as of the date of termination for the Consulting Services, less a deduction equal to the fees for receipt or use of such Consulting Services up to and including the date of termination on a pro-rated basis.

2.2.3 The foregoing remedy shall not be available unless Client provides written notice of such breach within thirty (30) days after acceptance of such Consulting Services to True North.

2.3 Disclaimer of Implied Warranties: EXCEPT FOR THE LIMITED WARRANTY SET FORTH IN THIS SECTION 2, TRUE NORTH MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO THE CONSULTING SERVICES UNDER THE AGREEMENT, INCLUDING ANY (A) WARRANTY OF MERCHANTABILITY; OR (B) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; OR (C) WARRANTY OF TITLE; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OR TRADE OR OTHERWISE.

### 3.0 SUBCONTRACTED AND OTHER SERVICES

3.1 True North will select reputable subcontractors for test borings and/or other explorations or services based on oral or written competitive prices. The subcontractors' invoices shall be billed in accordance with the Agreement. Nothing in this Section 3 shall require that services or equipment be obtained through competitive bidding or be available from multiple sources. True North shall not be responsible for the means and methods utilized by its subcontractors.

3.2 On occasion, True North engages the specialized services of individual consultants or other companies to participate in a project. When considered necessary, the cost of such services will be billed in addition to True North's fee schedules set forth in the Agreement.

### 4.0 SITE ACCESS AND SITE CONDITIONS

4.1 Client shall grant or obtain free access to the site for all equipment and personnel for True North to perform the Consulting Services for the Project (as defined in the Agreement) set forth in the Agreement. Client shall notify any and all possessors of the Project site that Client has granted True North free access to the site. True North will take reasonable precautions to limit damage to the site, but it is understood by Client that, in the normal course of work, some damage may occur and the correction of such damage is not part of the Agreement unless so specified in True North's proposal. Client is responsible for the accuracy of locations for all subterranean structures and utilities. True North will take reasonable precautions to avoid known subterranean structures, and Client waives any claim against True North, and agrees to defend, indemnify, and hold True North harmless from any claim or liability for injury or loss, including costs of defense, arising from damage done to subterranean structures and utilities not identified or accurately located. In addition, Client agrees to compensate True North for any time spent or expenses incurred by True North in defense of any such claim with compensation to be based upon True North's prevailing fee schedule/expense reimbursement policy set forth in the Agreement.

4.2 Client recognizes that subsurface conditions may vary from those observed at locations where borings, surveys or explorations are made, and that site conditions may change with time. Data, interpretation, and recommendations by True North will be based solely on information available to True North. True North is responsible for its data,



interpretations, and recommendations, but will not be responsible for other parties' interpretations or use of the information developed by True North or any other party. To the extent True North must rely upon data provided by another party, True North will not be liable for any claim of injury or loss arising from such data. Client acknowledges that whenever a project involves hazardous or toxic materials and/or investigations of chemicals in the environment, there are inherent uncertainties involved (such as limitations on laboratory analytical methods, variations in subsurface conditions and the like) that may adversely affect the results of the Project, even though the Consulting Services are performed with skill and care.

## **5.0 BILLING AND PAYMENT**

Invoices shall generally be submitted every four (4) weeks for Consulting Services performed during the previous four (4) weeks. Payment shall be due within thirty (30) days of invoice date. If Client objects to all or any portion of any invoice, Client shall so notify True North in writing within fourteen (14) calendar days of invoice receipt, identify the cause of disagreement, and pay within thirty (30) days that portion of the invoice, if any, not in dispute. The parties will immediately make every effort to settle the disputed portion of the invoice. In the absence of written notification described above, Client shall pay the balance as stated on the invoice. Invoices are delinquent if payment has not been received within thirty (30) days from date of invoice. Client will pay an additional charge of one and one-half percent (1.5%) per month (or the maximum percentage allowed by law, whichever is lower) on any delinquent amount, excepting any portion of the invoiced amount in dispute and resolved in favor of Client. Payment thereafter will first be applied to accrued interest and then to the principal unpaid amount. All time spent and expenses incurred (including any attorneys' fees) in connection with collection of any delinquent amount shall be paid by Client to True North per True North's current fee schedules. In the event Client fails to pay True North within thirty (30) days after invoices are rendered, Client agrees that True North has the right to suspend Consulting Services under the Agreement, without incurring liability to Client, after giving seven (7) days' written notice to Client. Client acknowledges that True North's fee schedules are subject to change on an annual basis without prior notice.

## **6.0 DOCUMENTS AND ELECTRONIC FILES**

- 6.1 Written Documents: Any letters, reports, or documents prepared by True North for Client are the instruments of True North's Consulting Services. The Consulting Services provided by True North are solely for Client's use for the Project and site described in the Agreement. Any documents prepared by True North for the client shall not, in whole or in part, be disseminated or conveyed to another party, nor used by another party in whole or in part, without prior written consent from True North. Client shall, to the fullest extent permitted by law, waive any claim against True North, and indemnify, defend, and hold True North harmless for any claim or liability for injury or loss allegedly arising from any third-party reliance on True North's instruments of Consulting Services without True North's specific authorization to do so.
- 6.2 Electronic Files: Client hereby grants permission for True North to use information and data provided by Client, including electronic records produced or provided by Client in the completion of the Project. Client also grants permission to True North to release True North documents electronically to consultants, contractors, and vendors as required in the execution of the Project.
- 6.3 Retention Period: True North shall not be obligated to maintain written documents and electronic files relating to its Consulting Services performed for Client under the Agreement for more than five (5) years following completion of the relevant Consulting Services.

## **7.0 INSURANCE**

True North maintains Workmen's Compensation Insurance as required by applicable law and General Liability Insurance for bodily injury and property damage with an aggregate limit of \$1,000,000 per occurrence. True North will furnish certificates of such insurance upon request. In the event Client desires additional insurance coverage of this type, True North will, upon the Client's written request made prior to the performance of Consulting Services, obtain additional insurance (if possible) at Client's expense.

## **8.0 ALLOCATION OF RISK**

- 8.1 Limitation of Liability: IN NO EVENT SHALL TRUE NORTH BE LIABLE TO CLIENT OR TO ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE, OR PROFIT, OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGE WAS FORESEEABLE AND WHETHER OR NOT TRUE NORTH HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE. IN NO EVENT SHALL TRUE NORTH'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THE AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, EXCEED THE AGGREGATE AMOUNTS PAID OR PAYABLE TO TRUE NORTH PURSUANT TO THE AGREEMENT. If Client prefers not to limit True North's professional liability to this sum, True North will waive this limitation upon Client's written request, provided that Client agrees to pay for this waiver at a negotiated fee. Client's request for this option must be made at the time Client enters into the Agreement. In the event Client makes a claim against True North for any act arising out of the performance of True North's Consulting Services, and



fails to prove such claim, then Client agrees to pay all attorneys' fees and other costs incurred by True North in defense of such claim.

- 8.2 Indemnification: Client shall indemnify, defend and hold harmless True North and its officers, directors, agents, employees, affiliates, successors and permitted assigns against any and all suits, actions, legal or administrative proceedings, claims, debts, demands, damages, liabilities, interest, attorney's fees, costs and expenses arising from or related to the performance of Consulting Services under the Agreement and attributable to either a breach by Client of its obligations hereunder or the act or omission or willful misconduct of Client or anyone acting under Client's direction or control.

## **9.0 CHANGES**

- 9.1 Unforeseen Site Conditions: True North reserves the right to make reasonable changes in the Consulting Services to be performed after acceptance of the Agreement. Client understands that unforeseen site conditions may require changes in the scope of Consulting Services to be performed.
- 9.2 Unauthorized Changes: If changes are made to True North's work products for Consulting Services by Client or persons other than True North, and these changes affect True North's Consulting Services, any and all liability against True North arising out of such changes is waived and Client shall assume full responsibility for such changes unless Client has given True North prior notice and has received from True North written consent for such changes.
- 9.3 Client-Requested Changes: Upon receipt of a change requested by Client, True North will obtain price quotations from its subcontractors and will provide Client with a quotation of the cost of having the change performed, and any increase in contract time caused by the change. True North shall authorize the requested change by amending the contract price and contract time in the Agreement.

## **10.0 NOTIFICATION OF HAZARDS**

Client shall notify True North of any information Client has with respect to the existence or suspected existence of biological pollutants, hazardous materials, oil, or asbestos in the environment, including, but not limited to the air, soil, and water at the site. Client shall advise True North immediately of any information which Client receives regarding the existence of any such hazardous materials or conditions at the site which might present a threat to human health and safety or the environment or impact True North's work products.

## **11.0 BIOLOGICAL POLLUTANTS**

True North's scope of Consulting Services, unless specifically outlined in its written scope of Consulting Services, does not include the investigation or detection of the presence of any biological pollutants in or around any structure. Client agrees that True North will have no liability for any claim regarding bodily injury or property damage alleged to arise from or be caused by the presence of or exposure to any biological pollutants, in or around any structure. In addition, Client shall defend, indemnify, and hold harmless True North from any third-party claim for damages alleged to arise from or be caused by the presence of or exposure to biological pollutants in or around any structure.

## **12.0 SITE CONTROL, CONFIDENTIALITY AND DISCLOSURE**

True North shall not assume, by virtue of performing Consulting Services on or near the site, the responsibility or liability for any aspect or condition of the site that may now or later exist to be discovered. In particular, True North shall not assume the responsibility to report to any governmental or regulatory agency the existence of any conditions of the site that may present a threat to human health, safety or the environment. True North will not intentionally divulge information regarding any Agreement, True North's Consulting Services or any report, and which is not in the public domain, except to Client or those whom Client designates. Notwithstanding the foregoing, Client understands that True North will comply with judicial orders and applicable laws and regulations regarding the reporting to the appropriate public agencies of potential dangers to the public health, safety or the environment.

## **13.0 RCRA COMPLIANCE**

Nothing contained in these Terms or the Agreement shall be construed or interpreted as requiring True North to assume the status of a generator, storer, treater, transporter, or disposal facility within the meaning of the Resource Conservation and Recovery Act of 1976, as amended, or within the meaning of any similar Federal, State, or local regulation or law.

## **14.0 DELAYS**

Delays not the fault of True North or its subcontractors shall result in an extension of the schedule equivalent to the length of delay. If such delays result in additional costs to True North, the total Project cost shall be equitably adjusted by the amount of such additional costs.

## **15.0 DISPUTE RESOLUTION; CHOICE OF FORUM**

Any claims or disputes between Client and True North arising out of or related to the Consulting Services provided by True North or out of or related to the Agreement shall be submitted to non-binding mediation as a condition precedent to the institution of legal or equitable proceedings by either party. Any claims arising out of or relating to the sale of Consulting Services provided by



True North and/or the relationship between True North and Client shall be asserted only in the state or federal courts located in Cook County or DuPage County, Illinois. Client hereby unconditionally consents to the jurisdiction and venue of said courts.

#### **16.0 MISCELLANEOUS**

- 16.1 **Governing Law:** These Terms and all matters arising out of, or related to, the sale of Consulting Services by True North to Client and/or the relationship between True North and Client shall be deemed to have been made and governed by the substantive laws of the State of Illinois, without regard to its choice-of-law or conflict-of-laws provisions.
- 16.2 **Severability:** If any term or provision of these Terms is found to be invalid or unenforceable, the remaining portion of these Terms shall remain in effect, provided that if such invalid or unenforceable portion is an essential part of these Terms, the parties will immediately begin negotiations for a replacement provision consistent with the intent and purpose of these Terms.
- 16.3 **Entire Agreement:** The terms contained in the Agreement and these Terms comprise the entire agreement between True North and Client concerning the subject matter hereof, and supersede all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, regarding such subject matter. No modification, amendment, rescission, waiver or other change of these Terms or the Agreement or any part thereof shall be binding on True North unless agreed in writing by an authorized officer of True North.
- 16.4 **All Rights Reserved:** All rights and remedies of True North provided in these Terms are cumulative and not exclusive, and the exercise by True North of any right or remedy does not preclude the exercise of any other rights or remedies that may now or subsequently be available at law, in equity, by statute, or in any other agreement between the parties.
- 16.5 **No Assignment:** The rights and responsibilities of Client hereunder may not be assigned to any third-party without the written consent of True North.
- 16.6 **Waste Manifests:** If during remedial construction activities waste manifests are required, Client shall provide an authorized person to sign manifests or agrees to provide True North with a written limited power of attorney to sign manifests.

#### **END OF TERMS AND CONDITIONS**

REVISED: June 27, 2019



**Hoerr Construction, Inc.**  
1416 County Road 200 N  
P.O. Box 65  
Goodfield, IL 61742

Office: (309) 691-6653  
Fax: (309) 508-7990

9/23/2021

Mr. Eric Murauskas  
Baxter & Woodman  
8678 Ridgefield Rd,  
Crystal Lake, IL 60012

**Project:** Sewer Cleaning and Televising for the City of Bloomington, IL

**Hoerr Construction, Inc. to Provide**

- Cleaning and televising of combined sewer
  - Combination vacuum-jetter truck w/ technician for cleaning of sewers
    - Includes standard jetting nozzles & spinning jet heads
    - Vacuum removal of debris jetted from pipe
    - Light cleaning is defined as up to three passes with the jetter using a standard or spinning jet head.
      - More than three passes or any other cleaning head will be classified as Heavy Cleaning and will be performed at the Time & Material rate
      - Heavy Cleaning rate includes water recycling truck that expedites the cleaning process
  - CCTV inspection van with technician for televising of sewers
    - Color pan & tilt camera on track or wheeled transporter
    - Digital video record of inspections & printed reports
  - Traffic control to include flashing lights and cones that are carried on the trucks.
- Certificate of insurance, if requested
- Prices quoted are good for 30 days

**Owner to Provide**

- Water for pipe cleaning operations
- Dump site for debris removed from pipe
- Access to pipes being cleaned and inspected to include but not limited to
  - Locating and opening all manholes associated with project prior to crew mobilizing to the site
- Notices to residents or property owners in the cleaning area to be passed at least one day prior to cleaning
  - Notices need to state the nature of the work and protective measures that the home and business owners should take to protect their property from potential damage due to sewer jetting. A sample can be faxed or emailed.
- Any necessary bonds, permits, fees, association dues, special insurance coverage, surface restoration, erosion control, deflection testing, air testing, or staking



**Hoerr Construction, Inc.**  
1416 County Road 200 N  
P.O. Box 65  
Goodfield, IL 61742

Office: (309) 691-6653  
Fax: (309) 508-7990

**Project Pricing:**

- +/-5,520LF of 36"-66" Sewer Clean & TV @ \$4.10/LF: **\$22,632.00**
- +/-8 Hours of Heavy Sewer Cleaning @ \$640.00/Hour: **\$ 5,120.00**
- **Estimated Total Project:** **\$27,752.00**

Thank you for the opportunity to quote this pipe cleaning and televising project. If you have any questions, please call me at (309) 691-6653.

Sincerely,



Mike Kaisner, Estimator/PM  
Hoerr Construction, Inc.

Accepted by:

\_\_\_\_\_

Print: \_\_\_\_\_  
(name) (title)

Date: \_\_\_\_\_



# Baxter & Woodman

**Manhole Inspection Survey**

Sep 23, 2021



# Manhole Inspections - Scope of Services

## Process (All Levels of Service)

- 1. Making every reasonable effort to access each manhole, complete field televising using a digital manhole camera system (Panoramo 360 SI) at all times possible. Upon occasion, access with the camera system will not be possible due to terrain, re-ident access issue or location. At the same time, crews will use a digital pole camera to obtain video files. Verify all field measurements with survey stick, pipe diameter verification tool and tap measure.
- 2. Contractor to provide all equipment and personnel as required to complete inspections, including at least (1) NASSCO certified inspector on site during inspection per camera truck
- 3. Provide all data in Access (NASSCO export DB) and .CSV / Excel format. Provide all digital scan files (.IPF file extension) as well as the free required view software to view the IPF files. Provide all PDF reports including appropriate attribute information collected per level of inspection detailed below. Provide access to the e file via FTP or web link and provide them via USB external hard drive when requested
- 4. Update GIS client portal system in real time to display completed, surcharged, or missing structures.

### Level 1 MACP Inspection Specifics

Complete inspection using Panoramo 360 SI digital scanning camera equipment to perform full Level 1 MACP inspections including “non-entry” observations such as Cover, Frame, Chimney, Wall, Bench & Invert condition (Pass/Fail), confirmation of location, type of structure and evidence of surcharge and all other Level 1 MACP fields. Any additional fields not listed on the MACP Level 1 can be added as required by the client with advanced notice prior to start of project (additional fees may apply).

### Level 2 MACP Inspection Specifics

Complete inspection using Panoramo 360 SI digital scanning camera equipment to perform full Level 2 MACP inspections including “remote entry” observations including all Level 1 MACP fields as well as all Cover dimensions (diameter, surface bearing, condition, lid type); Frame dimensions (all measurements, condition, inflow); Cover Insert (yes/no, condition); Frame Adj Ring (yes/no, height, condition); Chimney (yes/no, material, condition, depth); Cone (yes/no, type, material, condition, depth); Wall/Barrel (type, material, condition, depth); Bench (yes/no, type, material, condition, lining); Channel/Invert (yes/no, type, material, condition, lining); Pipe (All Rim-to-Invert dimensions for each pipe, pipe size/shape, condition, and material). Any additional fields not listed on the MACP Level 2 can be added as required by the client with advanced notice prior to start of project (additional fees may apply).

# Manhole Inspections - Scope of Services

## Process (All Levels of Service)

- 1. Making every reasonable effort to access each manhole, complete field televising using a digital manhole camera system (Panoramo 360 SI) at all times possible. Upon occasion, access with the camera system will not be possible due to terrain, re-ident access issue or location. At the same time, crews will use a digital pole camera to obtain video files. Verify all field measurements with survey stick, pipe diameter verification tool and tap measure.
- 2. Contractor to provide all equipment and personnel as required to complete inspections, including at least (1) NASSCO certified inspector on site during inspection per camera truck
- 3. Provide all data in Access (NASSCO export DB) and .CSV / Excel format. Provide all digital scan files (.IPF file extension) as well as the free required view software to view the IPF files. Provide all PDF reports including appropriate attribute information collected per level of inspection detailed below. Provide access to the e file via FTP or web link and provide them via USB external hard drive when requested
- 4. Update GIS client portal system in real time to display completed, surcharged, or missing structures.

### Level 1 MACP Inspection Specifics

Complete inspection using Panoramo 360 SI digital scanning camera equipment to perform full Level 1 MACP inspections including “non-entry” observations such as Cover, Frame, Chimney, Wall, Bench & Invert condition (Pass/Fail), confirmation of location, type of structure and evidence of surcharge and all other Level 1 MACP fields. Any additional fields not listed on the MACP Level 1 can be added as required by the client with advanced notice prior to start of project (additional fees may apply).

### Level 2 MACP Inspection Specifics

Complete inspection using Panoramo 360 SI digital scanning camera equipment to perform full Level 2 MACP inspections including “remote entry” observations including all Level 1 MACP fields as well as all Cover dimensions (diameter, surface bearing, condition, lid type); Frame dimensions (all measurements, condition, inflow); Cover Insert (yes/no, condition); Frame Adj Ring (yes/no, height, condition); Chimney (yes/no, material, condition, depth); Cone (yes/no, type, material, condition, depth); Wall/Barrel (type, material, condition, depth); Bench (yes/no, type, material, condition, lining); Channel/Invert (yes/no, type, material, condition, lining); Pipe (All Rim-to-Invert dimensions for each pipe, pipe size/shape, condition, and material). Any additional fields not listed on the MACP Level 2 can be added as required by the client with advanced notice prior to start of project (additional fees may apply).



09 / 24 / 2021

Eric Murauskas  
Baxter & Woodman  
8678 Ridgefield Rd  
Crystal Lake, IL 60012

**PROJECT NAME: Manhole Inspection Survey**

Dear Eric,

Duke's Root Control, Inc. is pleased to submit this proposal to Baxter & Woodman for the Manhole Inspection Survey. All details regarding this project are contained within the pages of this proposal and include sample deliverables, scope of service descriptions, and pricing.

This proposal is being submitted based on interpretations made from the study maps or information we have been provided. Please review for accuracy.

Thank you for your consideration and the opportunity to illustrate our services. Please do not hesitate to contact me with any questions regarding this proposal.

Sincerely,  
Duke's Root Control, Inc.



Michelle Harrod  
Infrastructure Programs Director  
630-408-7323  
Michelle@dukes.com

# Manhole Inspections Scope of Services (continued)

	<p><b>Optional Services</b></p>
<b>X</b>	<p><b>Repair Recommendations (Executive Dashboard Program)</b></p> <p>When included in proposal, repair recommendations for each manhole will be provided. The means in which this data will be delivered will be via Excel VBA driven spreadsheet program and will include the Asset ID#, Severity Rating (0 = good condition – no I/I and/or no structural defect or repair that should be considered as preventative or made within 7-10 years; 1 = fair condition – light I/I and/or structural defect that should be repaired within 5-7 years; 2 = moderate severity – regular flowing I/I and/or structural repair that should be made within 1-3 years; 3 = severe condition – heavy I/I and/or severe structural defect that should be repaired immediate to 1 year), Type of Repair by category (e.g. grout, curtain grout, chimney seal, lining, inside drop, bench rehab or replacement, etc), estimated budget price for repair and notes on condition or repair. All data from the original survey will be presented in drill down format through our Executive Dashboard Program</p>
	<p><b>GPS Coordinates / Geodatabase deliverable</b></p> <p>When included in proposal, contractor to shoot each asset using Trimble GNSS R2 receiver with sub-foot accuracy with data correction services. Exceptions to sub-foot accuracy might occur based on tree cover or other satellite obstruction. Contractor will make every possible effort to ensure sub-foot accuracy is achieved for each asset. All data will be delivered via Geodatabase format including updating the client's existing attribute table and linking PDF reports to the asset (if requested).</p>
	<p><b>Integration Into Client Asset Management or Work Order System</b></p> <p>When included in proposal, and when available, consultant to work with utility to define repair type and populate those into client's work order management system.</p>

Responsibilities of Consultant	Responsibilities of Client
<ol style="list-style-type: none"> <li>1. Provide all necessary crew and equipment to complete the project</li> <li>2. Require and enforce that all staff wear proper identification and PPE including, but not limited to hi-vis vests.</li> <li>3. Ensure that all vehicles are properly marked and have adequate safety lighting</li> <li>4. Act in a polite, professional manner at all times and especially when dealing with the public</li> <li>5. Report any severe observations to the point person from the client's office assigned to this project.</li> </ol>	<ol style="list-style-type: none"> <li>1. Provide contractor with all electronic data to successfully complete the project (see data requirements page)</li> <li>2. Assist contractor with public issues or concerns</li> <li>3. Assist with locating or exposing "cannot locate" or "cannot access" structures.</li> <li>4. Provide point of contact for project.</li> <li>5. Make every possible effort to ensure that the survey map is current and accurate and that manhole lids are accessible so that project can be completed in designated time frame.</li> </ol>



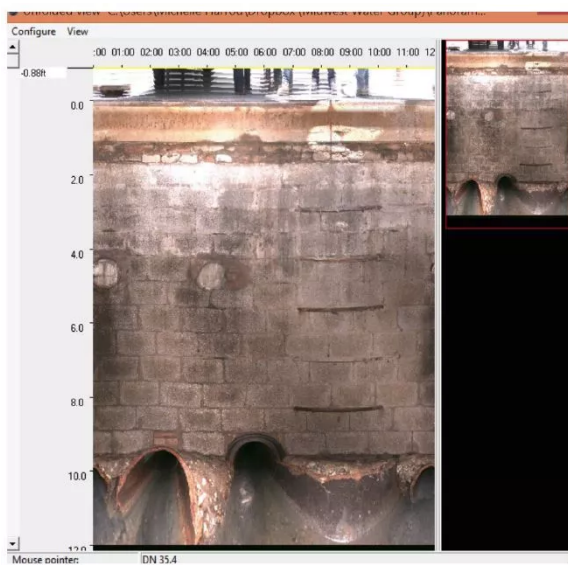
# Manhole Inspections - Sample Deliverables

## Video Files & Functionality

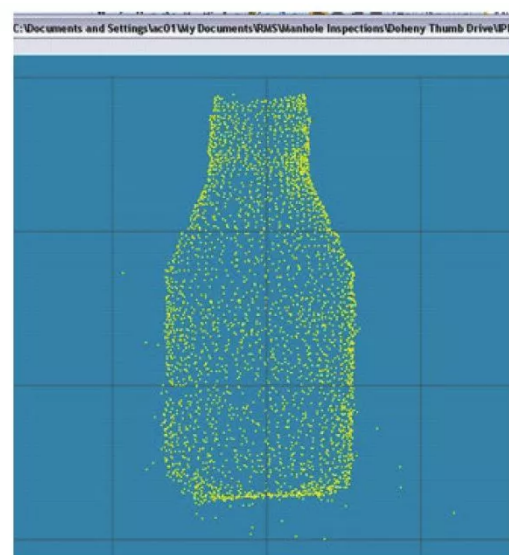
Sample Panorama 360 SI Imaging (Level 1 & Level 2 services). There are three views within the Panorama camera files - the 360 view which allows the user to pan/tilt and move up/down through the structure, the unfolded view which allows the user to take measurements and the point cloud view which allows the user to determine structure type and import into CAD. Collectively, these three perspectives portray the condition, size and defects within the structure.



*360 Perspective View*



*Unfolded View*

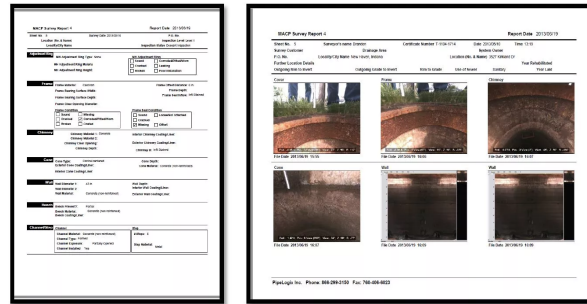


*Point Cloud View*



# Reporting

Client will receive reports delivered in PDF format from a NASSCO certified software (PipeLogix). Based on the level of inspection (Level 1 or Level 2), fields within the report will be entered according to the required fields for the survey. For a level 2 survey, customer will receive a picture defect report, in addition to the standard MACP report pictured below. In addition to PDF format, all data is also delivered in a current NASSCO MACP compliant MS Access Database (.MDB) and MS Excel (.XLS) format for easy integration into most software platforms. Other reports such as the NASSCO Quick Rating score report and summary reports is also prepared as part of the standard deliverables package. Please reach out to us if you have specific data integration needs.

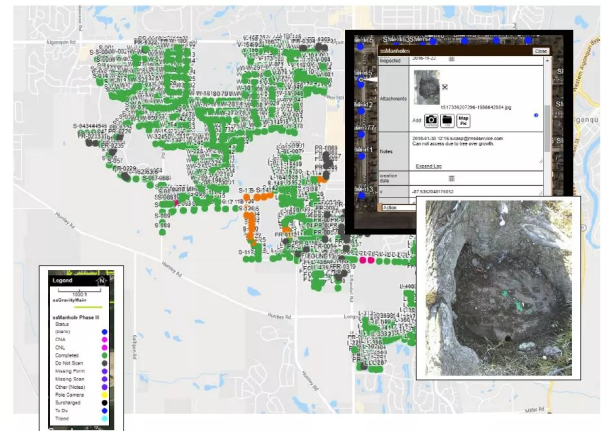


**Detail Report**

**Defect Picture Report**

# GIS Tool

Our field collection process is real time, and at your fingertips. We do this through our hosted GIS platform in which we grant you access during the project. You can use it to view crew progress, identify and help remedy access issues and identify surcharges or immediate issues before deliverables are created. At the end of the project, we submit all data to you back in Geodatabase format, including repair recommendations, issue structures and found structures. We believe in easy data integration so we prepare you deliverables in a variety of formats that integrate into GIS, ERP and Asset Management Systems. Just ask!

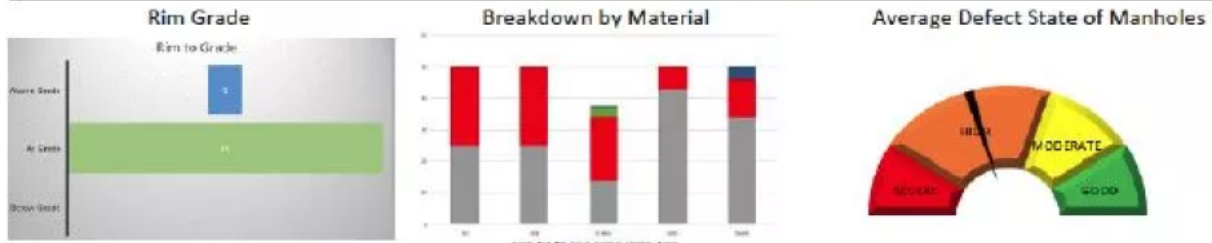


# Executive Level Analysis and Reporting Options

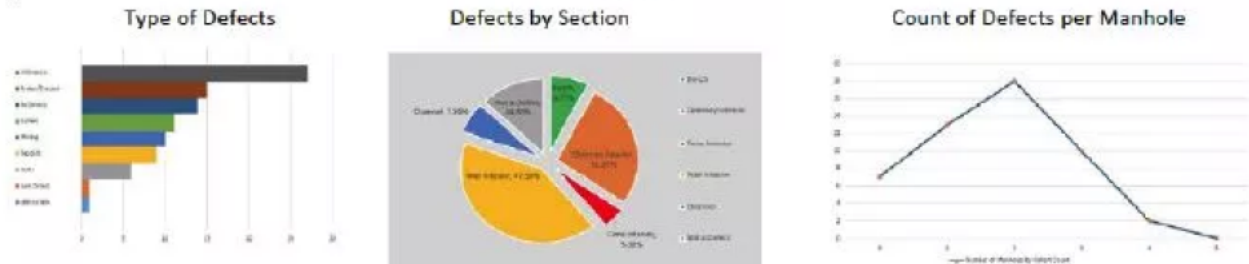
Our dynamic Dashboard tool allows you to quickly view, query and sort your data to drill down to the information you need to perform critical repairs or to generate bid files for CIP programs. View pictures from the tool, group like manholes together and print combined reports in PDF. The power of the project is at your fingertips!

## Overview Of Survey - Sample Executive Dashboard

### Manhole Survey Breakdown



### Defects

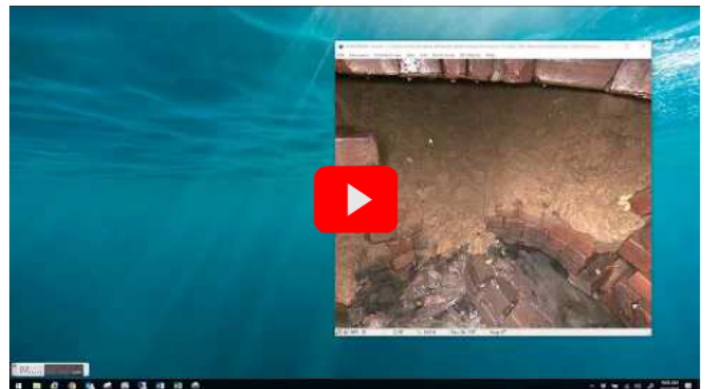


### Cost of Repairs



## Want to see more?

View our deliverables presentation now by clicking on the video button to the right of this page



# Maps of Subject Area

Proposed subject area supporting documents and maps



# Investment



The prices quoted herein will remain in effect for the length of this contract, unless changes are agreed upon in writing by both parties.

TYPE OF SERVICE	Price	Unit	QTY	Subtotal
<b>Manhole Inspections</b>				
Level 2 Manhole Inspection Program Manhole Inspection & Assessment Program Include • Pano 360 SI - digital 360 manhole inspections • MACP deliverables with repair recommendations • GDB / GIS shape file with all deliverable • Deliverables Review Meeting	\$225.00	EA	20	\$4,500.00
				<b>\$4,500.00</b>

**Total \$4,500.00**

We ask that our clients assist with structures that are not located or accessible while our crews are in the field in an effort to achieve full project completion. If assistance with access to structures cannot be completed within 24 hours after crews complete field work, a remobilization fee may be applied to complete remaining structures on the project.

Monthly progress billing will be based on field work completed to date. 10% hold back of the project total will be billed upon completion, submission and presentation of final project deliverables and reports.

Proposal pricing is valid for 90 days.

Approved by:

Eric Murauskas  
Baxter & Woodman





Trailblazing

## Sewer System Evaluation Services

### **NEW! iTracking Microdetection**

Quickly isolate the line segments within a basin that are contributing excess inflow or infiltration in order to minimize SSES services and start working on optimizing your sewer system. We correlate local rain data to show RDII (rain derived I/I) and estimate GPM from these rain events through our specialty analytics software.

### **Pipeline Acoustic Monitoring**

Maximize your O&M budget by identifying problematic pipes or choke point areas in your collection system. Prioritized line segments are delivered via GIS so you can build your CCTV program interval. Cut your cleaning and CCTV budget with SL RAT.

### **Smoke & Dye Testing**

Public and Private smoke testing with GPS based deliverables and smoke testing software application to quickly query and sort the defects to make repairs to your system. Dye testing services performed without the need for your equipment or staff. 24 hour call center for residents and coordination with Police & Fire including daily notifications to reduce Police & Fire call outs during the test.

### **360 Manhole Scanning For System Structures & Lift Stations**

We use the Panoramo 360 SI 3D scanning camera to produce detailed imaging of your system structures including lift stations. All data is captured using MACP certified software and deliver reports to you in a variety of outputs including our dynamic dashboard application and Geodatabase. Ask us about custom integration into your asset management applications.

### **Mainline Cleaning & Televising (CCTV)**

Small through large diameter (including storm culvert) inspections using high resolution CCTV camera equipment. Deliverables recorded using PACP certified software and all defects are plotted in GIS and delivered with pictures and reports through a Geodatabase. Our dynamic dashboard application is included in your deliverables.

### **Private Home & Building Inspections**

Interior and exterior building inspection services including all resident notification and scheduling. Day, evening & weekend appointments available for your residents and all data is delivered in GIS format and detailed building reports.

### **GPS & GIS Services**


Verification of current GPS points or digitizing CAD or atlas maps to build a GIS system unique to the needs of your utility. All types of assets collected with realtime progress views and custom attribute table creation or population of data. Data delivered via hosted GIS platform or geodatabase to your existing system.

### **Specialty Data Programming and Analysis**

If you already have data that was collected from a previous SSES program, we can upload your data into our dashboard application and create custom deliverables for you to illustrate the defects in the system so you can start working on repairing your system. Ask us for more information!







Michelle Harrod  
Infrastructure Program Director  
630-408-7323



1020 Hiawatha Blvd., West  
Syracuse, NY 13204  
**800.447.6687**

72 East Street,  
Crystal Lake, IL 60014  
**888.655.4085**

**WWW.DUKES.COM**



# Illinois Department of Transportation

2300 South Dirksen Parkway / Springfield, Illinois / 62764

December 23, 2020

Subject: PRELIMINARY ENGINEERING  
Consultant Unit  
Prequalification File

John Ambrose  
BAXTER & WOODMAN, INC.  
8678 Ridgefield Road  
Crystal Lake, IL 60012

Dear John Ambrose,

We have completed our review of your "Statement of Experience and Financial Condition" (SEFC) which you submitted for the fiscal year ending Dec 31, 2019. Your firm's total annual transportation fee capacity will be \$44,000,000.

Your firm's payroll burden and fringe expense rate and general and administrative expense rate totaling 143.55% are approved on a provisional basis. The rate used in agreement negotiations may be verified by our Bureau of Investigations and Compliance in a pre-award audit. Pursuant to 23 CFR 172.11(d), we are providing notification that we will post your company's indirect cost rate to the Federal Highway Administration's Audit Exchange where it may be viewed by auditors from other State Highway Agencies.

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

Your firm is prequalified until December 31, 2020. You will be given an additional six months from this date to submit the applicable portions of the "Statement of Experience and Financial Condition" (SEFC) to remain prequalified.

Sincerely,  
Jack Elston, P.E.  
Bureau Chief  
Bureau of Design and Environment

**SEFC PREQUALIFICATIONS FOR BAXTER & WOODMAN, INC.**

<b>CATEGORY</b>	<b>STATUS</b>
Special Studies - Traffic Signals	X
Special Plans - Traffic Studies	X
Special Services - Construction Inspection	X
Hydraulic Reports - Waterways: Typical	X
Hydraulic Reports - Pump Stations	X
Special Plans - Location Drainage	X
Hydraulic Reports - Waterways: Complex	X
Special Studies - Feasibility	X
Location Design Studies - Rehabilitation	X
Highways - Freeways	X
Location Design Studies - New Construction/Major Reconstruction	X
Special Services - Electrical Engineering	X
Location Design Studies - Reconstruction/Major Rehabilitation	X
Special Services - Surveying	X
Special Services - Mechanical	X
Highways - Roads and Streets	X
Special Studies - Pump Stations	X
Special Studies - Safety	X
Special Services - Sanitary	X
Structures - Highway: Typical	X
Structures - Highway: Simple	X

X	PREQUALIFIED
A	NOT PREQUALIFIED, REVIEW THE COMMENTS UNDER CATEGORY VIEW FOR DETAILS IN EPAS.
S	PREQUALIFIED, BUT WILL NOT ACCEPT STATEMENTS OF INTEREST



